

REQUEST FOR PROPOSAL



**Hiring of Data Centre Maintenance Agency
For UIDAI Data Centers at Bengaluru & Manesar**

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA
MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY (MEITY)
GOVERNMENT OF INDIA
NEW DELHI**

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1 SECTION I – INVITATION TO BID

1.1 Preamble

This invitation to bid is for “Hiring of Data Centre Maintenance Agency” at Bengaluru and Manesar for UIDAI Data Centres (DC). The successful bidder will be required to take over the maintenance of data centres from the existing agency.

- a) Bidders are advised to study the Bid document carefully. Online submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Offers prepared in accordance with the procedures enumerated in Clause 2.2 should be submitted online only on CPP Portal: <https://eprocure.gov.in/eprocure/app> not later than the date and time mentioned on the CPP portal. Tenderer/Contractor are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- b) Manual bids shall not be accepted.
- c) Bidder, who has downloaded the bid document from the UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with UIDAI.
- d) Intending bidders are advised to visit UIDAI website www.uidai.gov.in and CPP portal <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum/addendum/amendment.
- e) The detailed Scope of Work has been included in the RFP for selection of Bidder for “Hiring of Data Centre Maintenance Agency”. The eligibility criteria for the bidders should be fulfilled for consideration of the bid.
- f) Bids shall be submitted online only at CPP portal: <https://eprocure.gov.in/eprocure/app>.
- g) This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. UIDAI reserves the right to withdraw RFP at any stage without assigning any reason.

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

1.2 Important Information

A	Name of the Purchaser	UIDAI acting through the Chief Executive Officer, Unique Identification Authority of India, Ministry of Electronics & Information Technology, Govt. of India (GoI), 8th Floor, UIDAI Headquarters, Bangla Sahib Road, Gole Market, New Delhi – 110001.
B	Name of the Contact Person for any clarification	Col. Shiv Gupta, ADG (Tech-I), Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India (GoI), 8 th Floor, UIDAI Headquarters, Bangla Sahib Road, Gole Market, New Delhi – 110001. Queries should be submitted via E-mail and followed by paper copy by post E-mail – shiv.gupta@uidai.net.in
C	Date till which the response to the bid should be valid	180days from the last date of submission of bid. (Refer Clause 2.15)
D	Method of Selection	Least-Cost Selection (LCS) Method (Refer Clause 2.27)
E	Availability of RFP Documents	Notice Inviting Tenders (NIT) would be available on Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app) and also on uidai.gov.in under Tender section.
F	Earnest Money Deposit (EMD)	INR 1.50crores (INR one crore fifty Lakhs) by Bank Guarantee (as per format in Appendix C) as EMD or Proof of Exemption of EMD (refer clause 2.4)
G	Submission of EMD (Physical hard copy submission)	Bidders shall submit EMD in a sealed envelope titled “EMD - RFP of Hiring of Data Centre Maintenance Agency” to the address as mentioned in clause 1.2 B before the bid submission end date. Scanned copy of EMD also needs to be uploaded on e-procure portal under the separate cover as provided above.

		If the EMD is not received by the prescribed date and time, the Proposal submitted by the Bidder will be liable to be summarily rejected.
H	Language of Bid Submission	Proposals should be submitted in English only. (refer clause 2.8)
I	Currency	Quoted price of the bidder and payment will be processed in INR only.

1.3 Check List

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

1.3.1 Check List of Scanned Copy of Documents to be uploaded in Technical Bid

S. No.	Description	Whether Uploaded (Y/N)	Page No.
(i)	EMD of the prescribed amount or Proof of Exemption of the EMD, Clause 2.4		
(ii)	NDA, Clause 2.34		
(iii)	Certification of incorporation/ Legal Entity/ Registration of company, Clause 2.14 c(iii)		
(iv)	Registration Certification (Relevant Certificate for compliance with Tax Authorities), Clause 2.14 c(iv)		
(v)	Undertaking against debarment, Clause 2.14 c(v)		
(vi)	Certification of registered office in Bengaluru and Delhi NCR, Clause 2.14 c(vi)		
(vii)	Certificate of authorization for Bid signing as per Clause 2.13		
(viii)	Technical proposal submission form - FORM TECH 1, Clause 4.1.1		
(ix)	Details of Bidder's Organization- FORM TECH 2, Clause 4.1.2		
(x)	Bidder's Financial Information – FORM TECH 3, Clause 4.1.3		

(xi)	Experience in Data Centre Maintenance Service - FORM TECH 4, Clause 4.1.4		
(xii)	Information on Bidder's Manpower - FORM TECH 5, Clause 4.1.5		

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

1.3.2 Check List of Documents to be uploaded in the Commercial Bid

S. No.	Description	Whether Enclosed (Y/N)	Page No.
(i)	Financial Proposal FORM FIN 1, Clause 4.2.1		
(ii)	Summary of cost FORM FIN 2, Clause 4.2.2		
(iii)	Human Resource Remuneration at Bengaluru Data Centre FORM FIN 3, Clause 4.2.3		
(iv)	Human Resource Remuneration at Manesar Data Centre FORM FIN 4, Clause 4.2.4		
(v)	Equipment Maintenance Cost at Bengaluru Data Centre FORM FIN 5, Clause 4.2.5		
(vi)	Equipment Maintenance Cost at Manesar Data Centre FORM FIN 6, Clause 4.2.6		
(vii)	Summary of Cost – BOQ in Excel file Format		

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

2 SECTION II – INSTRUCTION TO BIDDERS

2.1 General

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

2.2 Procedure for Online Submission of Bids

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

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

Packet-1 having viz.,

- (i) Scanned copy of EMD or Proof of exemption of EMD
- (ii) All documents scanned and uploaded as per check list Clause 1.3.1

Packet-2 having viz.,

- (i) Financial Bid as mentioned in Clause 1.3.2
- (ii) Duly Filled up schedule of price bid in the form of BOQ in excel format.

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

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

- d) All pages of the Bid must be sequentially numbered and must contain list of contents with page numbers. Any deficiency in the documentation may result in rejection of the Bid. Bids submitted after the bid submission time, would be rejected. The Purchaser will not accept delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than uploading on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>).
- e) There are various search options available on the CPP Portal to facilitate the Bidders to search active RFPs by several parameters. These parameters include RFP ID, organization name, location, date, value etc. There is also an option for advanced search for active RFPs, wherein the Bidders may combine a number of search parameters such as organization name, location, date, etc. to search for an RFP published on the CPP portal. Once the Bidders have selected the RFP they are interested in, they may download the required documents / RFP schedules. These RFP documents can be moved to the respective "My Tenders" folder. This will enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any Corrigendum issued to the RFP document. The Bidder should make note of the unique RFP ID assigned to each RFP, in case they want to obtain any clarification / help from the Helpdesk.
- f) The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids.
- g) The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid. The Bid documents can generally be in the PDF/ XLS/ RAR formats. The Bid documents may be scanned with 100 dpi with black and white option.
- h) The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned on the CPP portal. The Bidder will not be allowed to submit the Bid after the Bid submission time. The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in this RFP. The Bidder shall furnish, as part of its Bid, EMD amount or EMD exemption proof as mentioned. In case of EMD, the Bidder has to select the payment option as "Offline" to pay the EMD as applicable and enter the details of the instrument.
- i) A standard BoQ format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their financial Bids in the format provided and

no other format will be acceptable. The BoQ format for this RFP can be downloaded from the CPP Portal.

- j) All the documents being submitted by the Bidders will be encrypted using PKI encryption techniques to ensure the secrecy of data. The data entered cannot be viewed by unauthorised persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured socket layer 128-bit encryption technology. Data storage encryption for sensitive fields is done. The uploaded Bid documents become readable only after the Bid opening by authorized Bid openers.
- k) Upon successful and timely submission of Bids, the portal will give a successful Bid submission message and a bid summary will be displayed with the Bid number and the date and time of submission of the Bid with all other relevant details
- l) The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.
- m) The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.
- n) Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority and the relevant contact person indicated in this RFP. Any queries relating to the process of online Bid submission or queries relating to the CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk. The national toll-free number for the helpdesk is 18002337315.
- o) Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in clause 2.2 (a) should be submitted online only through CPP portal: <https://eprocure.gov.in/eprocure/app> not later than the date and time mentioned on the CPP portal.

2.3 Compliant Proposals / Completeness of Response

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

2.4 Earnest Money Deposit (EMD)

Bidder has to submit EMD or provide the proof of exemption of EMD

- a) The Bidders shall submit an Earnest Money Deposit (EMD) of **INR 1.50 crores (INR one crore fifty Lakhs only)** in the form of Bank Guarantee as per the format given at **RFP Clause-7.3: Appendix-Cas** bid security fee in a sealed envelope. EMD in any other form will not be accepted.
- b) EMD must remain valid for at least 180 (One Hundred and Eighty) +45 (forty-five) days from the last date of bid submission and the validity of the EMD should be extended in the event the last date of submission of the Proposal is extended.
- c) Scanned copy of the EMD instrument should be uploaded onto the CPP Portal in the Bid Cover for EMD as per guidelines mentioned in clause 2.2(h) and the hardcopy of the same shall also be submitted to the address mentioned at clause 1.2(B).
- d) The EMD is required to protect the Purchaser against the risk of Bidder's conduct which may warrant forfeiture of EMD pursuant to the instances mentioned in clause (h) below.
- e) The Indian bidders which are Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization or concerned ministry or department or start up as recognized by Department of Industrial policy and promotion (DIPP) are exempted from payment of EMD. In this case, the bidders must submit the copy of valid registration certificate.
- f) The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format as specified in this RFP) by the successful Bidder. EMD of all other bidders will also be returned after the completion of the tendering process.
- g) In case the EMD is not received by the stipulated time then the Purchaser reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- h) The EMD may be forfeited:
 - If a Bidder withdraws the proposal during the Bid validity period or its extended period, if any.
 - Increases the quoted prices after opening of the Proposal during the Bid validity period or its extended period, if any.
 - In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
 - During the Bid process, if a Bidder indulges in any act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- i) The decision of the Purchaser regarding forfeiture of the EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

2.5 Contents of the Bid Document

- 1 The Schedule of Requirements of the Services required, Bid procedures and contract terms are prescribed in the Bid Document. The Bid Document includes:
 - a) Section I – Invitation to Bid;

- b) Section II – Instructions to Bidders;
 - c) Section III- General Conditions of Contract;
 - d) Section IV – Contents of the Bid
 - i. Technical Bid
 - ii. Commercial Bid
 - e) Section V- Scope of Work
 - f) Section VI – Service Level Agreements
 - g) Section VII - Appendices
 - i. Contract Form (Appendix-A)
 - ii. Performance Bank Guarantee form (Appendix-B)
 - iii. Earnest Money Deposit Form (Appendix-C)
 - iv. NDA (Appendix-D)
- 2 The Bidder is expected to examine complete bid document including all instructions, forms, general terms & conditions, and Schedule of requirements in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder’s risk and may result in the rejection of the Bid.
- 3 The RFP, all the corrigendum, Notification of Award/Letter of Intent, Acceptance of award by successful bidder and any other communication issued from publication of RFP and before signing of agreement will be deemed as part of contract agreement

2.6 Clarification of Bid Document and Pre-bid Meeting

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

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

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

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

- a) At any time prior to the last time and date for receipt of bids, the UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.

- b) The amendment will be notified by UIDAI and will be binding on all bidders.
- c) In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the UIDAI may, at its discretion, extend the last date for the receipt of Bids.
- d) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on CPP portal.

2.8 Language of Bids

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

2.9 Documents Comprising the Bids

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

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

2.10 Bid Prices

- a) The Bidder shall indicate in the proforma prescribed at clause 4.2.2 to 4.2.6 of Section IV, the total Bid Value and the unit cost of the services, it proposes to provide under the contract.
- b) The unit prices quoted in the above mentioned proforma will be used to calculate charges for 'change orders', if any.
- c) In the absence of any information, as requested above, a bid may be considered incomplete and summarily rejected.
- d) The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the study of the bill of material in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.

2.11 Firm Prices

- a) Prices quoted shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in **Clause 4.2.2 to 4.2.6 of Section IV** enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- b) The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out.

2.12 Discount

The Bidders are advised not to indicate any separate discount. Unconditional Discounts, if any, should be merged with the quoted prices. Discount of such type, indicated separately, will not

be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the UIDAI shall avail such discount at the time of award of contract.

2.13 Bidder Authorized Signatory

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

2.14 Bidder Qualification Criteria

- a) The copy of bid shall be authorised company-stamped by the Bidder. **All pages of the bid, including un-amended printed literature, shall be authorised company-stamped.**
- b) The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be signed by the person or persons signing the bid.
- c) The relevant sections shall be highlighted in the document attached.

#	Parameter	Qualification criteria Description	Evidence required
(i)	Document	EMD	Bank Guarantee as per format given at Clause-7.3 for EMD. The bidder may claim exemption from submission of EMD as mentioned in Clause 2.4. In this case, the bidder must upload copy of valid registration certificate.
(ii)	Document	Non-Disclosure Agreement (NDA)	NDA as per format given at Clause-7.4– Appendix D of RFP.

#	Parameter	Qualification criteria Description	Evidence required
(iii)	Legal Entity/Registration of Company	<p>Bidder shall be</p> <ul style="list-style-type: none"> A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto; <p>Or</p> <p>A partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India.</p> <ul style="list-style-type: none"> In operation in India for at least the last five years from the last date of Bid submission 	<p>a) Copy of Certificate of Incorporation</p> <p>b) Copy of Registration Certificates</p>
(iv)	Registration Certificates	The Bidder must be registered with appropriate authorities for all applicable statutory duties/ taxes and comply with all taxation norms	Relevant certificate complying all statutory duties/ taxation norms of India
(v)	Debarment	The bidder should not be debarred from carrying out business with the UIDAI or the Ministry of Electronics & IT (MeitY) or any Central Government entity at the time of the submission of the bid. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder.	Undertaking to this effect on company's letter head signed by company's authorized signatory.
(vi)	Registered office in Bengaluru and Delhi NCR	The Bidder should have a registered office in Bengaluru and Delhi NCR	Copy of Certificate to proof that the bidder has registered office in Bengaluru and Delhi NCR
(vii)	Bidder net Turnover	The Bidder must have an average annual turnover of minimum INR 100 Crores during the last 3 financial years ending 31st March, 2018. The turnover refers to the turnover of the	Audited Balance sheet of respective financial year is to be enclosed. Refer to table Clause 4.1.3 FORM TECH-3 (Financial

#	Parameter	Qualification criteria Description	Evidence required
		company and not the composite turnover of its subsidiaries/sister concerns, etc.	Information –Bidder) row no 1 and provide suitable details.
(viii)	Bidder Turnover from Data Centre maintenance services	The Bidder must have an annual average turnover of minimum INR 10 Crores each year during the last 3 financial years ending 31 st March, 2018 from Data Centre Maintenance services	Audited Annual Accounts of respective financial year is to be enclosed along with turnover certificate clearly mentioning the turnover from Data Centre maintenance services. In case revenues from Data Centre maintenance services are not separately mentioned in the annual accounts, a Certificate from the bidder's statutory auditor/Company Secretary shall be provided, specifying the relevant turnover for respective years. Refer Clause 4.1.3 FORM TECH-3 (Financial Information –Bidder) row No 2 and please provide suitable details
(ix)	Bidder experience in Data Centre maintenance	Bidder must have executed minimum 'two contracts of Maintenance of Data Centre with 100 or more IT racks each' or one contract of Maintenance of Data Centre with 200 or more IT racks' during the last 5 (Five) years. Data centres with Tier-III/Rated-3 certification and above will only be considered for evaluation.	Copies of contracts and completion certificate from the client clearly mentioning that Data Centre is Tier-III/Rated-3 or above certification are to be enclosed. In case the bidder owns and manages Data Centre facility then a certificate to this effect from the authorised signatory of the bidder and a copy of Tier-III/Rated-3 or above certification to be enclosed. Refer Clause 4.1.4 FORM TECH-4 (experience in Data Centre maintenance service) and please provide suitable details.

#	Parameter	Qualification criteria Description	Evidence required
(x)	Information on Human resource of Bidder	Bidder should have more than 300 employees on its payroll for last one year from the date of bid submission.	A certificate to be provided as per Clause 4.1.5 FORM TECH-5

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

2.15 Period of Validity of Bids

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

2.16 Format and Signing of Bid

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

2.17 Revelation of Prices

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

2.18 Terms and Conditions of Bidders

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

2.19 Local Conditions

- a) It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.

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

2.20 Headings

Headings of conditions hereto shall not affect the construction thereof.

2.21 Last Date of Receipt of Bid

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

2.22 Modification and Withdrawal of Bids

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

2.23 Address for Correspondence

All correspondence by UIDAI shall be made to the details provided in the clause 4.1.2 of the bid document.

2.24 Opening of Bids by UIDAI

- a) The UIDAI will open the Bids, in the presence of the representatives (not more than two representatives per bidder) of the Bidders who choose to attend, at the time, date and place, as mentioned on the CPP portal
- b) The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite EMD and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the bid opening.

2.25 Clarification

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

2.26 Contacting the UIDAI

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

2.27 Criteria for Evaluation of Bids

- a) Lowest cost system (LCS) will be used for the selection of Bidder. The evaluation will be done in 2 phases by the Evaluation Committees setup by UIDAI.
- b) To meet the requirements of UIDAI, as spelt out in the Bid Document, the successful bidder must have the requisite, the technical know-how, and the financial wherewithal that would be required to provide the Services sought by the UIDAI, for the entire period of the contract. The evaluation process of the Bid proposed to be adopted by the UIDAI is indicated below so as to provide the Bidders an idea of the evaluation process that the UIDAI may adopt. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders.
- c) UIDAI will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders. The Proposal Evaluation Committee constituted by the UIDAI shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals
- d) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- e) **Phase I: Evaluation of Technical Bids.** A detailed technical evaluation will be carried out by the UIDAI as mentioned in clause 2.14 and the technical bid. In this phase, the Technical Bids will be reviewed for compliance of the Bid requirements with reference to the responses to the technical requirements in the RFP. Technical Bids which meet the criteria will be eligible for consideration in the subsequent rounds. If required, the UIDAI may seek specific clarifications from any or all Bidder(s) at this stage. The UIDAI shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s). Evaluation Committee while evaluating the Technical Proposals will have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- f) **Phase II: Evaluation of Commercial Bids.** In this phase, the Commercial Bids of the Bidders, who are technically qualified in Phase-I shall be opened. The Financial Proposal shall be prepared by the bidder using the attached Standard Forms (Section IV, Clause 4.2) and separately in the BOQ MS Excel file to be uploaded on CPP portal. It shall list all costs associated with the assignment,

including remuneration for all resources. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.

- g) UIDAI will award the Contract to the successful Bidder whose bid has been determined to be technically qualified and achieving the lowest commercial value. The UIDAI will however not bind itself to accept the lowest evaluated bid or any bid and reserves the right to accept or reject any bid.

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

- a) UIDAI reserves the right to make changes within the scope of the Contract as per Clause 3.9.
- b) The UIDAI shall reserve the right, not to purchase all or partial Services quoted by the bidder in this invitation to bid.

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

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

2.30 Post Qualification

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

2.31 Notification of Award

- a) Prior to the expiration of the period of bid validity, the UIDAI will notify (Notification of Award) the successful Bidder in writing that its bid has been accepted, to be acknowledged in writing by the bidder **within 7 calendar days** from the date of Notification of Award. The Notification of award will mention the exact dates by which the successful bidder has to commence provision of services at Bengaluru and Manesar.
- b) The notification of award will constitute the formation of the Contract.

2.32 Signing of Contract

Within **20calendar days** from the date of Notification of Award, the successful Bidder shall sign the Contract (**Appendix A of Section VII** provided in the Bid Document, incorporating all agreements between the parties) and submit it to the UIDAI. In addition, a deed of indemnity in favor of UIDAI to be submitted as per Clause 3.15 and detailed cost work-sheet mentioning item-wise comprehensive

AMC cost as per Clause 5.3, 5.4, 5.5, 5.6, and 5.7 for year 1 to year 5.

2.33 Performance Bank Guarantee (PBG)

- a) Within **20 calendar days** from the date of Notification of Award, the successful Bidder shall furnish the performance bank guarantee in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at Appendix-B Section-VII.
- b) Failure of the successful Bidder to comply with the requirement of Clause 2.31, 2.32 & 2.33(a) shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD held as bid security.
- c) Performance Bank Guarantees amount **equal to 5% of total contract value and valid up to T0 + 62 months** will be submitted by the successful bidder. The Validity of the PBG will be with respect to T0, where T0 is the date of start of services at any Data Centre (whichever is earlier).
- d) PBG shall be invoked by UIDAI in the event the successful bidder:
 - (i) Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of UIDAI,
 - (ii) Misrepresentations of facts/information submitted to UIDAI.
- e) The performance bank guarantee may be discharged/returned by UIDAI upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- f) In the event of the Bidder being unable to service the contract for whatever reason, UIDAI would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of UIDAI under the contract in the matter, the proceeds of the PBG shall be payable to UIDAI as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. UIDAI shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.
- g) UIDAI shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to it, an equivalent value of any payment made to it due to inadvertence, error, collusion, misconstruction or misstatement.

- h) On satisfactory performance and completion of the order in all respects and duly certified to this effect by Project Coordinator of UIDAI, Contract Completion Certificate will be issued and the PBG will be returned to the Bidder, after 60 days of contractual obligations date.

2.34 Confidentiality of the Document

- a) Bidder is required to furnish an NDA as per the format given at RFP clause-7.4 Appendix-D. Bidder shall upload the scanned copy of NDA along with the technical proposal.
- b) Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder.
- c) UIDAI may ask the successful bidder to submit additional NDA if required.

2.35 Rejection Criteria

- a) **Technical Rejection Criteria.** The following vital technical conditions should be strictly complied with, failing which the bid will be rejected:
 - (i) Only the Bidders who quote for the complete Scope of Work and provision of Services as indicated in this Bid Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. Incomplete bids will be rejected outright. Evaluation will be carried out for the total scope of work covered in the Bid document.
 - (ii) The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria, Schedule of Requirements, Timelines and General Terms and Conditions of Contract. Evaluation will be carried out on the information available in the bid.
 - (iii) If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process the bid will be rejected and EMD will be forfeited.
 - (iv) EMD will be forfeited in case of any breach of Confidentiality clause.
- b) **Commercial Rejection Criteria.** The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.
 - (i) Any commercial quote, if found in any part of the bid other than commercial bid, will lead to disqualification of bidder and the bid shall be rejected outright.
 - (ii) Offers of following kinds will be rejected:
 - A. Offers made without Bid Security.
 - B. Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid.
 - C. Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
 - D. Offers which do not conform to price bid format as mentioned in the RFP.
 - E. Offers which do not confirm to the completion period indicated in the bid.
 - (iii) Total lump sum price quoted by the Bidder must be inclusive of all taxes, levies, duties etc. including excise duty and GST, sales tax etc.
 - (iv) Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them

including the Personnel Tax as applicable. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract. However, tax rate to be mentioned separately.

2.36 Fraud and Corruption

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

- a) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the Evaluation Committee, in the selection process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- b) will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

3 SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) "Appendix": means an Appendix attached to this Contract/Agreement and made a part hereof.
- b) "Clause": means a clause of this Contract and the term "Clauses" means more than one clause.
- c) "Calendar Day": means any day of the calendar month.
- d) "Working Day": means days of the calendar month excluding Sundays or designated government holidays i.e. gazetted holidays.
- e) "Calendar Month": means any of the twelve months of the Calendar Year.
- f) "Calendar Year": means a period of twelve consecutive Months according to the Gregorian calendar, commencing with the first day of January and ending with the thirty- first day of December.
- g) "Conditions Precedent": means all such conditions that are a pre-requisite for the contract to be entered into and shall collectively mean the UIDAI conditions precedent, the bidder conditions precedent and the common conditions precedent.
- h) "Contract Term": means Five (5) consecutive calendar years counted from the Effective Date (which will be the date as mentioned in the Notification of award for starting the services), subject to yearly extension as per the terms on Clause 3.19.
- i) "Dispute": means any dispute/ differences/ controversy/ disagreements which arise "between the parties to this Contract/ Agreement in relation to/ in connection with/ the terms of/ ambit hereof.
- j) "Force Majeure": means events that find mention/ have been described as per the terms of Clause 3.26.
- k) "Government Authorities": means the Government of India (GOI) and provincial, state or local government in India and any political subdivision thereof.
- l) "Intellectual property" shall mean all intellectual property related to the Assets of either the Purchaser or the Bidder and the project, including without limitation:
 - (i) any and all rights, privileges and priorities arising under the laws or treaties of India, any state, territory, any other country, relating to intellectual property, including patents, copyrights, trade names, trademarks, designs, service marks, mask works, trade secrets, inventions, databases, names and logos, trade dress, technology, know-how, and other proprietary information and licenses from third persons granting the right to use any of the foregoing, including all registrations and applications for any of the foregoing that have been issued by or filed with the appropriate authorities, any common-law rights arising from the use of the foregoing, any rights commonly known as "industrial property rights" or the "moral rights" of authors relating to the foregoing, all rights of renewal, continuations, divisions, extensions and

the like regarding the foregoing and all claims, causes of action, or other rights arising out of or relating to any actual or threatened infringement by any person relating to the foregoing;

- (ii) all computer applications, programs and other software, including without limitation operating software, network software, firmware, middleware, and design software, all design tools, systems documentation and instructions, databases, and related items and physical infrastructure components
 - (iii) all cost information and related data, customer lists, registrar's records, customer and vendor data, correspondence and lists, project literature, artwork, architectural design, development and manufacturing files, formulations and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents
- m) Deleted
- n) "Default" means:
- (i) a breach, default or violation,
 - (ii) the occurrence of an event that with or without the passage of time or the giving of notice, or both, would constitute a breach, default or violation or
 - (iii) with respect to any Contract, the occurrence of an event that with or without the passage of time or the giving of notice, or both, would give rise to a right of termination, renegotiation or acceleration or a right to receive damages or a payment of penalties.
- o) 'Transition' means any event/series of activities with prior written approval from UIDAI which results in transfer of any/all data/ knowledge/ operations/ processes/ documentation/ assets/ personnel, etc from any pre-existing contract of the Purchaser to the bidder
- p) "UIDAI" means the Unique Identification Authority of India or any other representative authorized by the Unique Identification Authority of India.
- q) "The Purchaser" means the Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India (Gol).
- r) "Purchaser's Representative" means the person or the persons appointed by the Purchaser from time to time to act on its behalf for overall co-ordination, supervision and project management.
- s) "OEM" means the Original Equipment Manufacturer of any equipment / system / software / product.
- t) "Bidder's Team" means the respective successful Bidder along with all of its sub-contractor(s), who have to provide services to the Purchaser under the scope of this Tender / Contract. This definition shall also include any and/or all of the employees of the authorized service providers/partners/agents/sub- contractors and representatives or other personnel employed or engaged either directly or indirectly by the bidder for the purposes of this Tender / Contract.

- u) "Parties" means the Purchaser and the bidder including sub-contractor(s), if any and "Party" means either of the Parties.
- v) "Contract" means the Agreement entered into between the bidder together with the Purchaser as recorded in the Contract form signed by the Purchaser and the bidder including all attachments and Annexes thereto, the Tender and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.
- w) "Goods" means all of the equipment, units, systems, sub-systems, hardware, software, products accessories and/or other material / items which the bidder is required to operate and maintain under the contract to achieve the objectives of maintaining the physical infrastructure of Data Centre.
- x) "Services" means all Technology and On-Site Operation and Maintenance Services that are required to be provided by the bidder as per the terms of reference outlined in Section V.
- y) "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.
- z) "Effective Date" means the date as mentioned in Notification of Award for starting the Services.
- aa) "Contract Value" means the total cost of the project as mentioned in the Contract document (Clause 7.1 Appendix A) signed between the bidder and the Purchaser.
- bb) "Notice" means:
 - (i) an information, announcement, message, notification, warning etc. which is in writing; or
 - (ii) A consent, approval or other communication required to be in writing under this Contract.
- cc) "Purchaser's Project" means all the obligations of the bidder specified under Section V – Scope of Work, which collectively secures the objectives of the Purchaser in operating and maintaining the Data Centre Sites physical infrastructure components.
- dd) "Bidder/tenderer" means the Company/firm/proprietor participating in bid/RFP
- ee) "Quarterly O&M Charges" means one fourth of the yearly O&M charges where yearly O&M charges is the sum of manpower cost inclusive of tax and AMC cost inclusive of tax, of the year for the particular data centre

3.2 Interpretation

In this Contract unless the context otherwise requires:

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

3.3 Conditions Precedent

- a) This Contract is subject to the fulfilment of the following conditions precedent to be satisfied by the Bidder.
 - (i) Furnishing by the bidder, an unconditional, irrevocable and continuing Bank Guarantee towards contract performance as per Clause 2.33.

- (ii) Obtaining of all statutory and other approvals required for the performance of the Services under this Contract from time to time. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract e.g. clearances from Government authorities for importing equipment, exemption of Tax/ Duties/ Levies, work permits/ clearances for bidder/ its sub-contractor(s)
 - (iii) Where the designated bidder is a subsidiary of a company or a member of a group of companies or is a joint venture company or is special purpose vehicle (SPV) [formed to execute the obligations under this Contract] and where the Purchaser may specify (on account of the bidder's failure to fulfil all selection criteria specified in the Tender), the parent or flagship company/ majority shareholder of such bidder having furnished an unconditional, irrevocable and continuing guarantees of an amount as per Clause 2.33 on behalf of the bidder in a form and manner acceptable to the Purchaser which would remain valid until such time, beyond the term of the Contract, as may be stipulated by the Purchaser.
 - (iv) Furnish notarized copies of any/all sub-contract(s) duly executed by the bidder and its sub-contractors existing at the time of signing of this contract in relation to the Purchaser's project.
 - (v) Furnishing of such other documents as the Purchaser may specify/ demand
- b) The Purchaser reserves the right to waive any or all of the conditions specified in Clause 3.3 above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have.

3.4 Scope of Work

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

3.5 Key Performance Measurements

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

3.6 Commencement and Progress

- a) The bidder shall subject to the fulfilment of the conditions precedent set out in Clause 3.3 above, commence the performance of its obligations in a manner as specified in the (Section V) Scope of Work and Service Specifications.
- b) The bidder shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.

- c) The bidder shall be responsible for and shall ensure that all activities / services are performed in accordance with the Tender, Scope of Work and Service Specifications and that the bidder's Team complies with such Specifications and all other standards, terms and other stipulations/conditions set out hereunder.

3.7 Sub-Contract

- a) Only part of scope of work as contained in this Contract may be sub-contracted by the bidder, provided that prior written permission is given for the same by the Purchaser and shall be subject to the provisions of Clause 3.7(b) herein under. Any such sub-contract shall in no manner whatsoever relieve the bidder of its obligations and/ or liabilities, in respect of the services/ obligations so sub contracted, under this Contract. It is clarified that the bidder shall remain liable and responsible for any/ all acts, omissions or defaults of the sub-contract(s) and shall indemnify the Purchaser in respect thereof.
- b) Bidder shall ensure that Sub-Contractors have prior proven experience of similar work.
- c) Bidder expressly agrees that all the terms & conditions of the sub-contract shall be submitted to the Purchaser for prior written approval. A notarized copy of the Sub- contract, duly executed by the bidder and its sub-contractor(s) shall be given to the Purchaser by the bidder.

3.8 Bidder's Obligation

- a) The bidder shall be the sole point of contact for all matters relating to the Tender/ this Contract. The bidder shall adhere to guidelines for management of sub-contractors as outlined in Section II – Instructions to bidders.
- b) It will be the bidder's responsibility to ensure the proper and successful maintenance and continued operation of the data centre in accordance with and in strict adherence to the terms of its Bid/Tender. Bidder shall be responsible for maintaining the Data Centre site's Physical Infrastructure Component as per the SLAs specified in Section-VI.
- c) Bidder should adhere to safety procedures, rules regulations and restriction as follows:
 - (i) Bidder's Team shall comply with the provision of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and bidder's Team shall abide by these laws.
 - (ii) The bidder shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India.
 - (iii) Access to the Data Centre Sites and Purchaser Locations shall be strictly restricted. No access to any person except the essential members of the bidder's Team who are genuinely required for execution of work or for carrying out management/maintenance who have been explicitly authorised by the Purchaser shall be allowed entry to the Data Centre Sites and Purchaser Locations. Even if allowed, access shall be restricted to the pertaining equipment of the Purchaser only. Bidder shall maintain a log of all activities carried out by each of its team personnel.
 - (iv) The bidder shall take all measures necessary or proper to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Bidder's Team shall

adhere to all security requirement/regulations of the Purchaser during the execution of the work. Purchaser's employee also shall comply with safety procedures/policy.

- (v) The bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- d) Statutory Requirements: During the tenure of this Contract nothing shall be done by the bidder or his team in contravention of any law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Purchaser indemnified in this regard.

3.9 Contract Administration

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

3.10 Purchaser's Obligation

- a) The Purchaser shall ensure that timely approval is provided to the bidder as and when required, which may include any document necessary in fulfilment of this contract.
- b) The Purchaser's Representative shall interface with the bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Purchaser shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Purchaser is proper and necessary.
- c) Purchaser may provide on bidder's request, particulars/information/documentation that may be required by the bidder for providing services covered under this contract and for which the bidder may have to coordinate with respective vendors.

3.11 Payments

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

3.11.1 Payment Schedule

Payment will be made on quarterly basis that is after completion of three months of service period separately for each Data Centre. Each quarter will comprise of three months and first quarter will start from the date of commencement of service as mentioned in the notification of award letter.

Quarterly cost of the service is equal to the annual cost quoted by the bidder for each Data Centre for the services divided by four. Quarterly cost may be calculated for each year since year-wise cost may be different. The payment will be released upon completion of every applicable quarter and submission of Quarterly Services Acceptance Report as approved by UIDAI or its designated agency and Quarterly SLA Compliance Report as approved by UIDAI or its designated agency.

3.12 Intellectual Property Rights

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

3.13 Audit

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

3.14 Ownership and Retention of Documents

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

3.15 Indemnity

The bidder shall execute and furnish to the Purchaser, a Deed of Indemnity in favour of the Purchaser, indemnifying the Purchaser from and against any costs/ losses/ damages/ expenses/ and/ or claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period. This is to be submitted along with signing of the contract.

3.15.1 Risk

- a) The time and the date of delivery of services as specified in Section V of this RFP shall be deemed to be the essence of the contract.
- b) The purchaser reserves the right to cancel the contract or a portion thereof and purchase the services as specified in Section V of this RFP at the risk and cost of bidder after giving due notice to the vendor even before completion of the contractual delivery schedule if it becomes apparent that the vendor will not be able to fulfil the contractual obligations. In case the vendor fails to deliver the services or a portion thereof within the contractual delivery schedule, the purchaser has the right to purchase the services or a portion thereof at the risk and cost of vendor
- c) In the event of cancellation of the contract by purchaser at the risk and cost of the vendor, the vendor shall be liable for any loss which the purchaser may sustain on account of risk purchase but the vendor shall not be entitled to any gain on such purchase made against such default. The manner and method of such purchase shall be at the entire discretion of the purchaser, whose decision will be final.

3.16 Representations and Warranties

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

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

- (owned by the bidder or which the bidder is licensed to use) required by the bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and the bidder shall keep the Purchaser indemnified in relation thereto.
- (xvi) That the bidder shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all supplied equipment, hardware and software to meet the requirements of the solution design.
 - (xvii) No sum of money or no Payment in kind has been made or promised to be made or accepted by any person (s) or will be made or accepted by any person (s) or on its/ his/ her behalf by way of fees/ commission or in any other form whatsoever to induce the Purchaser to enter into this Contract or to keep the Contract in continuance or to settle the terms of the agreement/ contract.
 - (xviii) Neither the bidder nor any of its sub-contractor(s) etc. have withheld any material information/ document from the Purchaser, the nondisclosure of which would have a material and adverse effect on the evaluation and/ or the acceptance of the terms of this Contract.

3.17 Events of Default by the Bidder

- a) The failure on the part of the bidder to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of the bidder. The events of default as mentioned above may include but not restricted to inter-alia the following:
 - (i) The bidder/ bidder's Team has failed to perform any instructions or directives issued by the Purchaser which it deems proper and necessary to execute the scope of work or provide services under this Contract; and/or
 - (ii) The bidder/ bidder's Team has failed to conform/adhere to any of the Service Level Agreements as defined in Section 6 for two consecutive quarters and as per the Penalties defined in Section 6, or if the bidder has fallen short of matching such standards / benchmarks / targets as the Purchaser may have designated with respect to the system, tasks or services, necessary for the execution of the scope of work and performance of services under this Contract. The above mentioned failure on the part of the bidder may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Purchaser; and / or the bidder has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Purchaser from time to time, despite being served with a default notice which laid down the specific deviance on the part of the bidder/ bidder's Team to comply with any stipulations or standards as laid down by the Purchaser; and / or
 - (iii) The bidder/ bidder's Team has failed to adhere to any amended directions, instructions, modifications, notifications or clarifications as issued by the Purchaser during the term of this Contract and which the Purchaser deems proper and necessary for the execution of the scope of work under this Contract; and / or

- (iv) The bidder/ bidder's Team has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the Tender and this Contract; and / or
 - (v) There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the bidder; and / or
 - (vi) The bidder/bidder's Team has failed to comply with or is in breach or contravention of any applicable laws; and/ or
 - (vii) The bidder/ bidder's Team has failed to comply with or adhere to any of the terms & conditions of this contract.
- b) Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the bidder, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of thirty (30) days to enable such defaulting party to remedy the default committed.
- c) Where despite the issuance of a default notice to the bidder by the Purchaser the bidder fails to remedy the default to the satisfaction of the Purchaser, the Purchaser may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the Purchaser.

3.18 Consequences of Event of Default

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

- a) Impose any such obligations and conditions and / or issue any directions / notifications / clarifications as may be necessary to inter alia ensure smooth continuation of the project and the services which the bidder shall be obliged to comply with that may include re- determination of the consideration payable to the bidder as agreed mutually by Purchaser and bidder or through a third party acceptable to both parties. The bidder shall in addition take all available steps to minimize loss resulting from such event of default.
- b) Suspend all payments to the bidder under the Contract by a written notice of suspension to the bidder, provided that such notice of suspension: (i) shall specify the nature of the failure; and (ii) shall request the bidder to remedy such failure within a specified period from the date of receipt of such notice of suspension by the bidder.
- c) Require replacement of any of the bidder's Sub-Contractor(s) / bidder's Team member(s) with another suitable member(s) where the Purchaser deems necessary. The bidder shall in such case find suitable replacement for such Sub-Contractors/member(s) to the satisfaction of the Purchaser, who shall execute such Contracts with the Purchaser as the Purchaser may require. Failure on the part of the bidder to find a suitable replacement, shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the bidder all losses/ or other damages that may have resulted from such failure.
- d) Terminate the Contract in part or in full. Terminate the contract or a portion or part of the work thereof. The purchaser shall give 30 days' notice to the bidder of its intention to terminate the Contract and shall so terminate the Contract unless during the 30 days' notice period, the bidder

initiates remedial action acceptable to the Purchaser. This 30 days' notice is in addition to 30 days' notice mentioned in clause 3.17 b)

- e) Retain such amounts from the payment due and payable by the Purchaser to the bidder as may be required to offset any losses caused to the Purchaser as a result of such event of default and the bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall affect the continued obligation of the bidder and bidder's Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- f) Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the bidder as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.
- g) Require the bidder to make such payments as may be incurred by the Purchaser in getting such work done through any third party as a result of any default on the part of the bidder. Bidder agrees to compensate the Purchaser for the differential costs incurred by the Purchaser in this regard.

3.19 Term and Extension of the Contract

- a) The term of this Contract shall include from the date of start of service as mentioned in the Notification of Award letter; the time period of 5 calendar years. Term of the contract maybe extended on yearly basis with 6% (six percent) incremental cost over the previous year cost with rest of the terms and conditions of this contract remaining same. The contract can be extended up to a maximum period of 3 years.
- b) The Purchaser shall have the sole right to grant any extension of the above-mentioned term and shall notify the bidder in writing, at least 6 months before the expiration of the term of this contract, whether it will grant the bidder an extension of the term. The decision to grant or refuse the extension shall be at the sole discretion of the Purchaser.
- c) Where the Purchaser is of the view that no further extension of the term be granted to the bidder, the Purchaser shall notify the bidder of its decision at least 6 (six) months prior to the expiry of the Term. Upon receipt of such notice, the bidder shall continue to perform all its obligations hereunder, until such reasonable time (3 months) beyond the Term of the Contract within which, the Purchaser shall either appoint an alternative agency/vendor or create its own infrastructure to operate such Services as are provided under this Contract. The Purchaser shall pay for the bidder's services for the period beyond the term of this contract as per the terms and conditions of this contract.

3.20 Termination

- a) The Purchaser may, terminate this Contract in whole or in part by giving the bidder a prior and written notice of 30 days indicating its intention to terminate the Contract under the following circumstances:
 - (i) Where the Purchaser is of the opinion that there has been such Event of Default on the part of the bidder / bidder's Team which would make it proper and necessary to terminate this

- Contract and may include failure on the part of the bidder to respect any of its commitments with regard to any part of its obligations under its Bid, the Tender or under this Contract.
- (ii) Where it comes to the Purchaser's attention that the bidder (or the bidder's Team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the bidder's Bid, the Tender or this Contract.
 - (iii) Where the bidder's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the bidder, any failure by the bidder to pay any of its dues to its creditors, the institution of any winding up proceedings against the bidder or the bidder becomes bankrupt or otherwise insolvent or the happening of any such events that are adverse to the commercial viability of the bidder. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary including the right to terminate the contract by giving written notice to the bidder, without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
- b) The bidder may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 12 months in advance indicating its intention to terminate the Contract.

3.21 Consequences of Termination

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

scope of work under this Contract, the bidder shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the bidder's Team and/or all third parties appointed by the bidder shall continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the bidder's Bid, the Tender and this Contract, in an identical manner as were being performed before the collapse of the bidder as described above in order to execute an effective transition and to maintain business continuity of the Purchaser

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

3.22 Dispute Resolution

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

Chief Justice of the Delhi High Court or any person or institution designated by him shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the parties.

- h) The Arbitrator on behalf of the Purchaser shall be the CEO of UIDAI.
- i) If any of the Arbitrators so appointed expires/ resigns/ is incapacitated or withdraws for any reason whatsoever from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.
- j) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration in its notice, at the time of invocation of arbitration and not thereafter.
- k) It is also a term of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- l) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- m) The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- n) Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
- o) Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s)/ arbitration (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

3.23 Time is the essence

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

3.24 Conflict of Interest

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

3.25 Publicity

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

3.26 Force Majeure

- a) The Purchaser or the bidder as the case may be are entitled to suspend or excuse their respective performance of their respective obligations under this agreement to the extent that the Purchaser

or the bidder as the case may be is unable to render such performance by an event of Force Majeure.

- b) In this agreement Force Majeure means any event or circumstance or a combination of events and circumstances, which satisfy all the following conditions: -
- (i) materially and adversely affects the performance of an obligation;
 - (ii) are beyond the reasonable control of the affected party;
 - (iii) such party could not have prevented or reasonably overcome with the exercise of good industry practice or reasonable skill or care;
 - (iv) do not result from the negligence or misconduct of/ from/ by such party/ their representatives/ employees/ agents as the case may be, or the failure of such party to perform its obligation hereunder; and
 - (v) or any consequence of which have an effect described in Clause 3.26 a)
- c) Force Majeure includes the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth in Clauses 3.26 a) and 3.26 b):
- (i) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting India;
 - (ii) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within India;
 - (iii) nuclear explosion, radioactive and chemical contamination or ionising radiation, directly affecting the area, unless the source and the cause of explosion, contamination, radiation or hazardous thing is brought to or near the area by the bidder or anyone affiliated to bidder or any contractor or sub-contractor of bidder or any of their employees or servants or agents
 - (iv) strikes or working to rule, go- slows and/ or lock outs which are on each case wide spread nation wise or political;
 - (v) any effect of the natural elements including lightning, fire, earthquake, unprecedented rains, cloud bursts, flash floods, landslides, storms, cyclone, tsunami, typhoon or tornado within India;
 - (vi) explosion (other than a nuclear explosion or an explosion resulting from an act of war) within India;
 - (vii) epidemics and plague within India;
 - (viii) any major accident or breakdown which is not brought about by an act of sabotage by the bidder or anyone affiliated to bidder or any contractor or sub-contractor of bidder or any of their employees or servants or agents;
 - (ix) any fire, which is not the effect of natural element:
 - (x) Any event or circumstances of a nature analogous to any events set forth in paragraphs (i) to (ix) of Clause 3.26 c) above within India.
- d) Procedure for Force Majeure
- (i) If a party claims relief on account of or under the Force Majeure event, then such party claiming to be affected by the Force Majeure event, immediately on becoming aware of the Force Majeure event must give notice thereof and describe in detail herein under:
 - 1) the Force Majeure event (s) that have occurred;

- 2) the obligations affected as described in Clause 3.26;
 - 3) the date of commencement and estimated cession of such event of Force Majeure; and
 - 4) the manner in which the Force Majeure event(s) affect the party's obligations under this contract/ agreement
 - 5) No party shall be able to suspend or excuse the non- performance of its obligations herein unless such party has given the notice specified above.
- (ii) The affected party shall have the right to suspend the performance of obligations affected as described in Clause 3.26 upon delivery of the notice of the occurrence of Force Majeure event in accordance with sub clause (i) above
 - (iii) The time for performance by the affected party of any obligation or compliance by the affected party with any time limit affected by Force Majeure, and for the exercise of any right affected thereby, shall be extended by the period during which such Force Majeure continues and by such additional period thereafter as is necessary to enable the affected party to achieve the level of activity prevailing before the event of Force Majeure.
 - (iv) The party receiving the claim and relief under the Force Majeure shall, if it wishes to dispute the claim, give a written notice of dispute to the party making the claim within 50 days of receiving of the notice of claim. If the notice of claim is not contested within 50 days as stated above, all the parties to this agreement shall be deemed to have accepted the validity of the claim. If any party disputes the claim, the parties shall follow that procedure set forth in Clause 3.22.
- e) Mitigation: The party claiming to be affected by Force Majeure shall take all reasonable steps to prevent/ reduce to a minimum and mitigate the effect of such Force Majeure.
- f) Termination due to Force Majeure: If Force Majeure event continues for more than 365 days, either party shall have the right to terminate this agreement by giving a notice of termination in respect thereof.

3.27 General

- a) Relationship between the Parties
- (i) Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and bidder/bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the Purchaser and bidder.
 - (ii) No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
 - (iii) The Purchaser has no obligations to the bidder's Team except as agreed under the terms of this Contract.
- b) Survival: The provisions of the clauses of this Contract in relation to documents, data, ownership of data, processes, property, Intellectual Property Rights, indemnity, publicity, warranties, disputes, and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the bidder of its release from those obligations.

- c) Entire Contract: The terms and conditions laid down in the Tender and all annexure, addendum thereto as also the Bid and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Parties on the subject matter.
- d) Governing Law: This Contract shall be governed in accordance with the laws of India as applicable from time to time.
- e) Jurisdiction of Courts: The Courts of India at Delhi have exclusive jurisdiction to determine any proceeding in relation to this Contract.
- f) Compliance with Laws: The bidder / bidder's Team, its employees/ representatives/ agents/ sub-contractor(s)/ sub-contractors shall comply with the laws in force in India in the course of performing this Contract.
- g) Waiver
 - (i) Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
 - (ii) A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
 - (iii) The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

3.28 Application

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

3.29 Modification

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

3.30 Currency of Payment

Payment shall be made in Indian Rupees only.

3.31 Change Orders/Alteration/Variation

3.31.1 Basic details:

- a) Purchaser may at any time, by a written change order given to the bidder, make changes within the scope of the contract (as per clause 5.2). The Purchaser will have the option to increase or decrease specifications of the equipment to be serviced, as mentioned in the Contract, at any time during the contract period.

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

3.31.2 Conditions for Change Order:

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

3.32 Governing Language

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

3.33 “No Claim” Certificate

The bidder shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this contract, nor shall the Purchaser entertain or consider any such claim, if made by the bidder after having signed a “No claim” certificate in favour of the Purchaser in such forms as shall be required by the Purchaser.

3.34 Assignment / Novation

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

3.35 Limitation of bidder’s Liability towards the Purchaser

- a) Except in case of gross negligence or wilful misconduct on the part of the bidder or its agents/ sub-contractors/ Team/ representatives/ employees etc. or on the part of any person or company acting on behalf of the bidder in executing the work or in carrying out its/ their obligations under this contract, the bidder, with respect to damage caused by the bidder or its agents/ Team/ sub-contractors/ representatives/ employees, to the property and/or assets of the Purchaser or of any

of Purchaser's vendors, or with reference to the damages caused by the bidder to the Purchaser for any other contractual breaches, shall not be liable to the Purchaser:

- (i) for any indirect or consequential loss or damage; and
 - (ii) for any direct loss or damage that exceeds (A) Contract Value,
- b) This limitation of liability shall not affect the bidder liability, if any, for damage to Third Parties caused by the bidder or its agents/ sub-contractor(s)/ Team/ representatives/ employees or any person or firm/company acting on behalf of the bidder in executing the work or in carrying out the Services/ obligations under the Contract.
- c) The bidder's liabilities shall not be limited if the loss/ damage is caused by Negligence/ gross negligence; Misconduct/ intentional misconduct / death or body injury; or Fraud attributable to the bidder and/ or its agents/ sub- contractor(s)/ Team/ representatives/ employees.

3.36 Severance

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

3.37 Liquidated Damages

- a) Subject to Clauses of Section-VI Service Level Agreements, the Purchaser may without prejudice to any other right or remedy available to the Purchaser as under the Contract recover from the bidder, as liquidated damages, a sum as calculated based on the clauses of Section-VI up to the maximum limit of 10% of total Contract value.
- b) The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the bidder in its hands (which includes the Purchaser's right to claim such amount against bidder's Bank Guarantee) or which

may become due to the bidder. Any such recovery or liquidated damages shall not in any way relieve the bidder from any of its obligations to complete the service or from any other obligations and liabilities under the Contract.

- c) Delay not attributable to the bidder will be considered for exclusion for the purpose of computing liquidated damages. Authority to decide the delays which are not attributable to the bidder lies with UIDAI.

3.38 Fall Clause

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

- a) The prices charged for services provided under this contract by the Bidder shall in no event exceed the lowest price at which the Bidder sells Services or offers to sell Services of identical description/similar buying circumstances to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract.
- b) If any time during the contract period the Bidder reduces the sale price, sells or offers to sell such Services to any person/organization including the purchaser or any department of State Govt. or Central Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

4 SECTION IV – CONTENTS OF BID

4.1 Technical Bid

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

Technical Proposal

TECH-1	<ul style="list-style-type: none">• Technical Proposal Submission Form
TECH-2	<ul style="list-style-type: none">• Details of Bidder's Organization
TECH-3	<ul style="list-style-type: none">• Bidder's Financial Information
TECH-4	<ul style="list-style-type: none">• Experience in Data Centre Maintenance Service
TECH-5	<ul style="list-style-type: none">• Information on Bidder's Manpower

4.1.1 FORM TECH – 1: Technical Proposal Submission Form

To:

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

Ref: Request for Proposal #.....for “**Hiring of Data Centre Maintenance Agency**”

Dear Sir:

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Company:

Address:

Location: _____

Date: _____

4.1.2 FORM TECH – 2: Detailed Information of Bidder

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

4.1.3 FORM TECH – 3: Financial Information of Bidder

Financial Information – Bidder				
		FY 2017-18	FY 2016-17	FY 2015-16
1	Net Turnover (in INR Crores)			
2	Turnover from Data Centre Maintenance (in INR Crores) #			
4	Other Relevant Information			

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

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

4.1.4 FORM TECH – 4: Experience in Data Centre Maintenance Service

- a) Bidder must have executed minimum ‘**two contracts of Data Centre Maintenance of Data Centres with 100 or more IT racks each**’ or ‘**one contract of Data Centre Maintenance of Data Centres with 200 or more IT racks**’ during the last 5 (Five) years.
- b) Data centres with Tier-III/Rated-3 certification and above will only be considered for evaluation.
- c) Give details of such contracts in the format given below. Copies of contracts and completion certificate from the client clearly mentioning that Data Centre is Tier-III/Rated-3 or above certification to be enclosed.
- d) In case the bidder owns and manages Data Centre facility then a certificate to this effect from the authorised signatory of the bidder and a copy of Tier-III/Rated-3 or above certification to be enclosed.
- e) Ongoing contracts may be considered in case their start date is before twelve months from the last date of submission of the bid.

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

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

4.1.5 FORM TECH – 5: Information on Human resource of Bidder

<On letter head of the firm>

To:

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

Ref: Request for Proposal #.....for **“Hiring of Data Centre Maintenance Agency”**

Dear Sir:

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]:*

(HR Head certifying the fact and duly signed by company’s authorized signatory

Name and Title of Signatory:

Name of Company:

Address:

Location: _____

Date: _____

4.2 Commercial Bid

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Human Resource Remuneration at Bengaluru Data Centre

FIN-4 Human Resource Remuneration at Manesar Data Centre

FIN-5 Equipment Maintenance Cost at Bengaluru Data Centre

FIN-6 Equipment Maintenance Cost at Manesar Data Centre

4.2.1 FORM FIN – 1: Financial Proposal submission form

[Location, Date]

To:

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

Ref: Request for Proposal #.....for **“Hiring of Data Centre Maintenance Agency”**

Dear Sir:

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

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

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

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

UIDAI: RFP for Hiring of Data Centre Maintenance Agency

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Address: _____

Location: _____

Date:

Notes:

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

4.2.2 FORM FIN – 2: Summary of Costs**Financial Proposal for providing Data Centre Maintenance services**

S No	Item	Cost In INR	Taxes and other duties in INR	Total Cost (Including taxes)
1	Manpower Cost at Bengaluru Data Centre			Value-A
2	Manpower Cost at Manesar Data Centre			Value-B
3	Equipment Management and Operations Cost at Bengaluru Data Centre			Value-C
4	Equipment Management and Operations Cost at Manesar Data Centre			Value-D
	Total Cost for Manpower and Equipment Management and Operations including Taxes (A+B+C+D) (in figures)			
	Total Cost for Manpower and Equipment Management and Operations including taxes (A+B+C+D)(in words)			

4.2.3 FORM FIN – 3: Human Resource Remuneration at Bengaluru Data Centre

S.No.	Profile/Position	Nos.	Year 1	Year 2	Year 3	Year 4	Year 5
1	DC Operations Manager	01					
2	DC Shift Manager	01					
3	Network Support Engineer	01					
4	Inventory & Documentation	01					
5	HVAC- Technician	01					
6	DC- Service Engineer	01					
7	Help Desk Support Engineer	01					
8	BMS/DCIM Operator	01					
9	Electrician	02					
10	DG Operator	01					
11	Plumber	01					

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12	Tech Support Staff	03					
13	Add rows for resource (if required)						
	Total without Tax						
	All types of Taxes						
	Total including Tax						
	Grand Total (Including Tax) for five years – Value-A						

Note 1: The number of resources as given above are minimum number of resources that the bidder must employ and will be considered for payment. Any additional resource employed by the bidder without the approval of UIDAI will not be considered for any payment.

Note 2: In case of any increase or decrease of resources with the approval of UIDAI then payment of those resources will be increased or decreased as per the rate card provided in the above table.

4.2.4 FORM FIN – 4: Human Resource Remuneration at Manesar Data Centre

S.No.	Profile/Position	Nos.	Year 1	Year 2	Year 3	Year 4	Year 5
1	DC Operations Manager	01					
2	DC Shift Manager	01					
3	Network Support Engineer	01					
4	Inventory & Documentation	01					
5	HVAC- Technician	01					
6	DC- Service Engineer	01					
7	Help Desk Support Engineer	01					
8	BMS/DCIM Operator	01					
9	Electrician	02					
10	DG Operator	01					
11	Plumber	01					

UIDAI: RFP for Hiring of Data Centre Maintenance Agency

12	Tech Support Staff	03					
13	Add rows for resource (if required)						
	Total without Tax						
	All types of Taxes						
	Total including Tax						
	Grand Total (Including Tax) for five years – Value-B						

Note 1: The number of resources as given above are minimum number of resources that the bidder must employ and will be considered for payment. Any additional resource employed by the bidder without the approval of UIDAI will not be considered for any payment.

Note 2: In case of any increase or decrease of resources with the approval of UIDAI then payment of those resources will be increased or decreased as per the rate card provided in the above table.

4.2.5 FORM FIN – 5: Equipment Maintenance Cost at Bengaluru Data Centre

S.No.	Item Description	Year 1	Year 2	Year 3	Year 4	Year 5
1	Electrical System Work Package					
2	HVAC System Work Package					
3	IT and Networking Package					
4	Safety and Security System Work Package					
5	Civil and Interior Work Package					
	Total without Tax					
	All types of Taxes					
	Total including Tax					
	Grand Total for five years – Value-C					

4.2.6 FORM FIN – 6: Equipment Maintenance Cost at Manesar Data Centre

S.No.	Item Description	Year 1	Year 2	Year 3	Year 4	Year 5
1	Electrical System Work Package					
2	HVAC System Work Package					
3	IT and Networking Package					
4	Safety and Security System Work Package					
5	Civil and Interior Work Package					
	Total without Tax					
	All types of Taxes					
	Total including Tax					
	Grand Total for five years – Value-D					

5 SECTION V – SCOPE OF WORK

The Bidder shall operate and maintain the System for the period of the contract as per contractual agreement. The Systems/Assets have to be maintained through comprehensive AMC by OEMs or OEM authorized vendors. The comprehensive AMC by the OEM or OEM authorized vendors should be exclusively for the UIDAI Data Centre and should not be combined with any other site. These contracts with OEMs or OEM authorized vendors should be presented to UIDAI at the time of start of contract and when demanded. The list of various systems and assets that are required to be operated and maintained by the bidder is given in this section. The list consists of Item, Quantity, Make, Model and Year of purchase of all the assets is 2014. This section consists of following sub sections.

- a) Operations and Maintenance
- b) IT and Networking Assets
- c) Electrical Services
- d) Mechanical HVAC Services
- e) Safety and Security System
- f) Civil and Interior Works
- g) Resource Requirement

5.1 Operation & Maintenance

Under the scope of Operation & Maintenance services, Bidder shall undertake monitoring, administration, management and maintenance of the entire Data Centre infrastructure.

5.1.1 Scope of Services

- a) Onsite maintenance of all the equipment and their components installed in the Data Centre (DC).
- b) Onsite support for Data Centre Infrastructure Operations round the clock on 24x7x365 basis.
- c) Proactive, reactive maintenance, repair and replacement of defective components which is installed in DC. The cost of repair and replacement shall be borne by the Bidder.
- d) Provide & Maintain necessary documents on daily, weekly, fortnightly and monthly basis, manage various system and vendors, Bidder to ensure timely services, spares & AMC contract services.
- e) Adequate onsite & offsite spare parts/ component must be maintained by the Bidder to ensure that the uptime commitment as per SLA is met to provide the services. It is important for the Bidder to have back-to-back arrangement with all OEMs. The Bidder would be required to provide a copy of the respective SLA signed with the respective OEMs.
- f) Providing Tools, tackles, spares, skilled resources, safety & security arrangement, consumables, Fire Safety equipment, maintenance for entire contract period shall be the responsibility of the Bidder.
- g) Repair and maintenance including periodic, preventive & breakdown maintenance of all kind of equipment appliances of all capacities.
- h) Day to day operation such as system routine health check-up, continuous monitoring, cleaning, preventive maintenance, etc.
- i) Adherence to environmental Health and Safety Practices
- j) The operations shall be managed in 3 shifts, each of 8 hours duration (6am to 2pm, 2pm to 10pm, 10pm to 6am) and a general shift from 9 am to 5 pm.

- k) All aspects of Data Centre would follow a continual improvement cyclic process:- Measurement-->Reporting-->Improvement-->Measurement.
- l) Daily log shall be maintained for all activities for the Data Centre.
- m) Monthly review meeting would be held between UIDAI and Bidder.
- n) Special tools/instruments if required for the maintenance/ checking the parameters shall be arranged by the Bidder
- o) The Bidder shall ensure that the persons deployed have the requisite knowledge/qualification/ experience and license required for carrying out the job contract, entrusted to him. The Bidder shall be responsible for the satisfactory and quality completion of the jobs and services.
- p) The recurring diesel cost and recurring electricity cost shall be paid by UIDAI based on measurement and actual expenses.
- q) All faults that have been identified would need to be isolated and rectified appropriately. The Root Cause analysis report shall include resolution measures undertaken by the Bidder and results produced accordingly.
- r) Bidder shall maintain sufficient spares inventory for maintenance at their own cost.
- s) Day to day monitoring and upkeep of the Building Management System which includes Monitoring of temperature, humidity, run time etc. parameters for
 - (i) Computer Room Precision Air Conditioning System including Monitoring of the temperature in different sections of the DC and Automatic switch-over of the different units.
 - (ii) Comfort Air Conditioning System.
 - (iii) Chiller System.
 - (iv) DG Set, Fuel Storage Tank etc.
 - (v) Electrical System
 - (vi) UPS system, Monitoring of voltages, Battery health, etc.
 - (vii) Safety & Security systems such as:-
 - A. Access Control System: Report on intruder alerts, check all Locks work as programmed and re-program when authorised.
 - B. CCTV System - Camera problems, backups, incidents, alerts from sensitive area, etc.
 - C. Conduct Fire drills.
 - D. Fire Alarm and Detection System: Monitoring of Detectors, Hooters, False Alarm and take proper action in case of an actual fire. Monitor Gas based suppression system and the refill / pressure of the stand-alone Fire extinguishers.
 - E. Gas Based Fire Suppression System
 - F. Water Leak Detection System
 - G. Aspirating Smoke Detection (VESDA System)
 - (viii) Other functions of the Bidder team shall include but not limited to the following:-
 - a. Call logging / allocation / monitoring / follow up and closure of call/s.
 - b. Call allocation to each vendor/ Bidder in case of any fault or malfunctioning noted in any equipment during monitoring/controlling
 - c. Monitoring of all calls till its closure
 - d. Regular performance analysis and measurement with respect to agreed SLAs
 - e. Monitoring actions planned like Preventive maintenance and its scheduling
 - f. Periodic reporting as defined and mutually agreed
 - g. Monthly call analysis
 - h. Follow formal dress code, shift timings, punctuality.

- i. Report all fault immediately and log the same in a log book
- (ix) Other Responsibilities of the Bidder team shall include but not limited to the following:-
 - a. The site will be managed for Operation 24 X 7.
 - b. Weekly reporting.
 - c. Programming of Access Card as per approval.
 - d. Access Management: Status & abnormality of Systems, Access cards, Software, in reader, Out reader, Push button & Magnetic Lock,
 - e. CCTV: Camera description, abnormality, system status, incidents & remarks of processed area of zone.
 - f. Fire Management: Status & remarks of Detectors, Hooters, Manual Call points, False Alarm & FAP.
 - g. Gas Based Suppression System, Daily monitoring of Pressure gauge of Cylinders, Release Actuator, Gas Inhibit Actuator, and Manual release push button status, Alarms & Module.
 - h. Aspirating Smoke Detection (VESDA) & Water leak system: Daily Monitoring of System & Monthly testing.
 - i. BMS: PAC & Comfort AC–Monitoring of unit Temp with respect to set point, DG–Monitoring On/Off time along with consumption & UPS- Battery, Line IN/OUT voltage and Current status.
 - j. Provide duty roster on monthly basis.
 - k. Operator should be Punctual & Well Dressed.
 - l. Maintain the Shift Schedule.
 - m. Weekly Report of all Systems.
 - n. Monthly reports to concerned officer as per the requirement.
- (x) UIDAI has the right to review the operations at any stage and if found unsatisfactory would proceed towards taking suitable actions as defined in the RFP.

5.1.2 Transition plan

The data centres are being maintained by the incumbent maintenance agency and would need to be taken over for maintenance by the bidder. There would be a specified transition period not more than three months, during which the taking-over agency should complete taking-over of assets, knowledge transfer, learning and adoption of existing process and procedures. The on-boarding of resources should be completed before the start of the service that is before the transition period. SLA penalties except clause 6.18 may not be applied during the transition period.

5.1.3 Access to the premises

Bidder will ensure the following aspects regarding its personnel assigned to work in the premises of UIDAI:

- a) All the resources deployed by the Bidder at UIDAI premises should have undergone Background Verification Checks as per bidder company policy. Apart from this, valid Police Verification Certificates shall be submitted to UIDAI at the time of on-boarding the resources.
- b) Maintain a current and complete list of the person's names, address & other relevant details.
- c) Obtain a valid identification badge for each person from UIDAI and ensure that it is prominently displayed to gain access to and while in UIDAI's premises (it is UIDAI's policy to deactivate any such badge if not used for one month).

- d) Maintain a signed acknowledgment that each person will comply with UIDAI's Safety & Security Guidelines.
- e) At UIDAI's demand, remove a person from UIDAI's project/ operations and ensure that he/she is not reassigned back (UIDAI is not required to provide a reason for such request).
- f) User Management and Card Activation in consultation with the Data Centre In-charge appointed by UIDAI.

5.1.4 General Business Activity Restrictions

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

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

5.1.5 Audit Services

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

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

5.1.6 UIDAI's Safety and Security Guidelines

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

- a) are provided with Health & Accident Insurance
- b) do not carry weapons of any kind onto UIDAI's premises;
- c) do not manufacture, sell, distribute, possess, use or be under the influence of drugs or any such controlled substances or alcoholic beverages while on UIDAI's premises;
- d) do not have in their possession hazardous materials of any kind on UIDAI's premises without UIDAI's prior authorisation;
- e) acknowledge that all persons, property, and vehicles entering or leaving UIDAI's premises are subject to search; and

- f) Remain in authorised areas only (limited to the work locations, cafeterias, rest rooms and, in the event of a medical emergency). Bidder will promptly notify UIDAI of any accident or security incidents involving loss of or misuse or damage to UIDAI's intellectual or physical assets; physical altercations; assaults; or harassment and provide UIDAI with a copy of any accident or incident report involving the above. Bidder must coordinate with UIDAI during non-regular working hours.

5.1.7 Asset Control

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

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

5.1.8 Supervision of Bidder's Personnel

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

5.1.9 Help Desk Support

For serving the Data Centre users, there is a centralized online Help Desk. Data Centre users can log the queries/ complaints, which should be resolved as per the service levels stipulated by UIDAI.

- a) Helpdesk support is for logging calls related to infrastructure services and facilities for data centre such as Power, Air conditioning, Telecommunications, Cleanliness/ Upkeep, Fire protection, Access control, LAN Passive, etc. which falls under the purview of the Bidder shall be operational on a 24x7 basis.
- b) The help desk software takes care of classification, automatic escalation, management, status tracking and reporting of incidents as expected by the service level requirements.
- c) Bidder shall keep Data Centre Management team informed about the progress by contacting the management at regular intervals.
- d) Incidents shall be classified into various levels of priority mentioned in the SLA.
- e) UIDAI shall be given an online terminal to validate the resolution of calls and if necessary escalate for immediate actions. It is however the obligation of the Bidder that all calls are resolved in a timely manner to comply with the Service levels stipulated.

5.1.10 Reports

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

5.1.10.1 Daily Reports

- (i) EB Power failure report
- (ii) Diesel Consumption and stock Report
- (iii) Temperature & Humidity Variation Details
- (iv) Energy Consumption Report
- (v) Helpdesk Report
- (vi) Fire Hydrant System Report
- (vii) PUE Report
- (viii) Equipment Health Check/Fault Report as per Infra-checklist
- (ix) Daily Shift Summary Report

5.1.10.2 Weekly Report

- (i) Diesel Consumption and stock Report
- (ii) System Uptime Report equipment wise
- (iii) Attrition Report - To ensure completion of due exit formalities before the resource leaves the site

5.1.10.3 Monthly Reports

The DCMA shall submit the **MIS reports** on Monthly basis to UIDAI which shall include the following reports:-

- a) SLA Compliance Report-Consolidated Report on all the SLA Parameters as defined in the RFP in a prescribed format.
- b) Power Availability Report
 - i. Energy Consumption Report (EB, HT, DG & MV Panels Consumption)
 - ii. DCIM/IBMS generated Hourly KWh Report of Transformer (HT panel)
 - iii. DCIM/BMS generated Hourly KWh Report of DG Panel
 - iv. DCIM/IBMS generated Hourly KWh Report of MV Panel
 - v. Daily HT Log Sheet
 - vi. Daily LT Log sheet
 - vii. EB Power failure Report
 - viii. DCIM generated PDU Load and Consumption Report
 - ix. DCIM/BMS UPS load variation Report
 - x. DCIM generated Power (KW) graph of PDU load.
 - xi. Diesel Consumption & Stock Report
 - xii. PDU logs an interval of 15 minutes
 - xiii. Start of ticket open time (TOT) and Ticket closed time (TCT) from Athenta Tool.
 - xiv. Monthly Verifier Report from UIDAI or Appointed person.
- c) Supply Air Temperature Variation Details and its Availability Report
 - i. Daily Average Temperature and Humidity Variation Details.

- ii. DCIM generated 15min interval daily Temperature and Humidity readings from all sensors Variation Report.
 - iii. DCIM generated trend graph of temperature and humidity sensor report.
 - iv. Monthly Verifier Report from MSP or appointed person.
- d) CCTV Availability Report
- i. CCTV system software generated logs
 - ii. CCTV system Audit report (DCSO).
 - iii. Daily Checklist for BMS
 - iv. Daily Checklist for CCTV Camera & Recording.
- e) Access Control Devices Availability Report
- i. Access Control System generated logs
 - ii. Access Control System verification report (DCSO).
 - iii. Incidents raised in account Access control device.
 - iv. System generated report of start of alarm and end of alarm in case of unavailability of main controller and Card reader.
 - v. Main Controller, All Card Readers Checklist
- f) Availability of DCIM and IBMS Tool
- i. Start of Alarm and end of alarm as per logs for Application and Database including the respective hardware
 - ii. DCSO Verification Report
 - iii. Incident ticket details regarding IBMS and DCIM.
- g) DC Internal civil work and minor repairs
- i. Ticket Report from Athenta Tool for related SLA
 - ii. All Repairs and replacement mails
- h) Average PUE(Power usage Effectiveness)
- i. PUE Report-Operations Report incl. PUE computations (Average for the period/ Actual for the month)
 - ii. DCIM generated Facility load on (HT Panel & DG panel)
 - iii. DCIM generated IT Load (PDU)
 - iv. Peak IT Load of the month
 - v. Peak Facility load of the month
 - vi. PDU Load & Consumption Report
 - vii. DCIM generated PDU Hourly KWH report
 - viii. DCIM generated PDU Hourly KW report
 - ix. PUE Verification report from MSP Verifier
 - x. Rack Power ON Summary - Power Utilization Report (Power & Space) for Computer (Server/Communication) Room
- i) Response Time
- i. Helpdesk Report including details of each call, time of call, defect reported, time of call response, action taken, etc.

- ii. Athenta tool generated Request/Incident report
 - iii. All emails were sent by representative of UIDAI for a service request and the time at which the acknowledgement mail was received by UIDAI representative
 - iv. All stakeholder mails of request at which ticket generated
 - v. Copy of Automatic notification of tickets (Create, resolved)
- j) Resolution Time
- i. Helpdesk Report including details of each call, time of call, defect reported, time of call response, action taken, resolution etc.
 - ii. Athenta tool generated Request/Incident report
 - iii. All stakeholder mails or request at which ticket generated
 - iv. Copy of Automatic notification of tickets (Create, resolved)
 - v. All-important mails/activity
- k) Report on Timely Submission of MIS Reports
- i. Copy of MIS Mail submissions to UIDAI
- l) Reporting of Incident
- Incident Report (Incident reports leading to disruption, downtime, security violations or any such reports that UIDAI would like the DCMA to provide.)
- i. Copy of Emails of Incident report submitted to UIDAI with the details of services affected, RCA, action and remedy via Incident Report
 - ii. System generated logs of the equipment the logs and reports of monitoring tools i.e. DCIM, IBMS, Amadeus
 - iii. MSP Audit Report of Incident.
- m) Fire prevention, Detection & suppression
- i. System Verification Report (DCSO) or UIDAI
 - ii. Audit Report
 - iii. Checklist for FAS
- n) Report on Implementation of Audit Recommendations
- i. Report /sheet of present status of all the observations coming from various Audits happened in the respective month and will add up in quarter.
 - ii. Reports of all the suggested recommendations which shall be implemented.
 - iii. Audit Report, Observation & all Mails regarding audit
- o) Report on Maintenance of Inventory
- i. Asset Report- Generated from Helpdesk Tool
 - ii. Inventory Report-Inventory List Work/ Sub-Wok Package Wise - shall be auto generated from Athenta Tool.
 - iii. Inventory Verification Report by UIDAI

- iv. Material Movement – IN and OUT (Material movement for all material entering / exiting from the Data Centre and details about inventory)

- p) Report on Scheduled Maintenance
 - i. Monthly Scheduled Maintenance Plan
 - ii. Summary of Periodic Service / Preventive Maintenance Report along with artefacts (Service or OEM reports).
 - iii. All mails regarding advance intimation to UIDAI for the scheduled maintenance activity.
 - iv. PPM activities scheduled in the quarter.

- q) Report on Resources Availability
 - i. Duty Roster –In the last week (for subsequent month)
 - ii. Monthly Attendance Report-In the first week of each month (for the previous month)
 - iii. Access System generated Attendance Report
 - iv. Employee Details
 - v. Attrition Report

- r) Report on Uptime & Availability
Uptime Report for Input AC Power supply - AC input from Transformer or DG set as applicable / Uptime Report for UPS system /Uptime Report for Air-conditioning system / Uptime and availability of CCTV Surveillance system / Uptime and availability of Access Control / Uptime Report for Fire Management System

- s) Report on Visitors Details - Visitor details for UIDAI's Data Centre including name, photograph, time of entry and exit, entry authorized by, purpose of visit, etc. as applicable

- t) Compliance Report: - Status of all the Statutory Licences & Clearances for DC as well as AMC Details of all the Systems being maintained by DCMA shall be prepared and submitted to UIDAI on Monthly Basis. DCMA should also brief UIDAI through mail on the status/renewal of these compliances in due course.

- u) Any other Report as required by UIDAI from time to time.

5.1.10.4 Quarterly Report –

- (i) SLA audit report delivered using automated SLA reporting tools and implementation of recommendations.
- (ii) Uptime Report (as per SLA Parameters in the Standard Performa for different reports/logs/artefacts)- The Uptime Report shall be a Summarized Report of MIS for 3 months for the entire quarter under consideration. It helps UIDAI to visualise the Uptime/Availability Status of different systems/services under DCMA. It is to be noted that the Uptime Report will form the basis of settlement of Quarterly O&M bills submitted by DCMA to UIDAI.

5.1.10.5 Annual Reports –

- (i) System audit reports covering all aspects of the Data Centre Physical infrastructure solution & facility and implementation of recommendations
- (ii) Asset audit report and implementation plan for audit recommendations
- (iii) Energy Assessment Report

On Demand Report –

- (i) Maintaining Warranty & AMC Contract for each Work/ Sub-Package
- (ii) Business Compliance report stating that Bidder is not violating the terms of contract, statutory/ regulatory requirements to ensure & commit continued services as applicable
- (iii) Remediation report of audit findings and recommendations for changes in process, policies, systems and procedures.

5.1.11 Management of Data Centre Infrastructure

- a) All the devices that have been installed in the Data Centre are SNMP enabled. The Bidder shall centrally & remotely monitor and manage the devices on a 24x7x365 basis.
- b) Manage the SLAs and transition in a time-bound manner by maintaining the continuity of service level agreements.
- c) Manage an inventory critical components and spares that are provisioned onsite and co-ordinate with the OEM to ensure replenishment of the same whenever required.
- d) Management reporting: DCIM tool is in place to record all the performance indicators. The bidder shall maintain and use this tool for periodic management reporting of key performance indicators in line with the SLA framework proposed. A separate access of DCIM is to be provided to the UIDAI personnel.
- e) Technical support: The bidder should provide comprehensive onsite support to the UIDAI at the designated data centre on a 24x7 basis to meet the service levels in accordance with the SLA mentioned as part of this bid.
- f) The bidder should provide comprehensive technical support services for all the equipment installed for the entire period of the contract.

5.2 Technology Upgradation and Service Improvement Plan

A proposal for a technology upgradation or service improvement plan could be initiated by the Bidder or the Purchaser, during the contract period. Technology upgradation or service improvement plans shall consist of following scenarios:

- i. Manpower requirements: Addition or subtraction of manpower in instances related to, but not limited to, increase in scope of work, automation of roles, implementation of new systems, etc.
- ii. System requirements: Addition, removal, enhancement or replacement of a system related to, but not limited to, supply of goods, IT hardware and software, mechanical and electrical equipments, etc.
- iii. Requirement of miscellaneous services like civil/electrical/general works, in which DCMA may or may not have an in-house expertise, but they are related to data Center and its operations.

All such proposals shall be liable to a technical evaluation (if initiated by Bidder) and a commercial evaluation as per prevailing market rates at the time of bidder's quote and approval of such proposals shall be at the sole discretion of UIDAI.

The Technology Upgradation and Service Improvement Plans will be processed as a change request as per clause 3.31.

5.3 IT and Networking Package

5.3.1 Bengaluru Data Centre

5.3.1.1 Servers including software and accessories

Item	Quantity	Brand	Model
DCIM Server	2	IBM	AC1 X3630-M4
Server	9	Dell	PowerEdge r420
Storage	1	Dell	Power vault MD 3260i
Universal Gateway Management	2	EMERSON	Universal Management Gateway 6000
Help desk Server	1	Athenta	NA

5.3.1.2 PC including software and accessories

Item	Quantity	Brand	Model
PC	5	DELL	Precision T1700
PC	1	DELL	Inspiron 660s
PC	1	DELL	Opti 7010
PC	1	DELL	Opti 3010
PC	5	LG	42LP360H-TA

5.3.1.3 Sensor

Item	Quantity	Brand	Model
Sensor	42	ALERTON	TH-153P-WD-MA-AC
Sensor	32	EMERSON	IRM-S02TH
Temp & RH Sensor	30	Liebert	IRM-4COM/8DIAI/8DOAO

5.3.1.4 Control Panel

Item	Quantity	Brand	Model
Control Panel	3	Danfoss	NA
Control Panel	1	Grundfos	NA
Control Panel	4	JACKSONS	NA
Control Panel	6	JCI	FEC
Control Panel	44	SCHNEIDER ELECTRIC	NA
Control Panel	2	Socomec HPL	NA
Control Panel	104	TRICOLITE	NA
Control Panel	2	VOLSTAT	NA
Control Panel	4	VOLTAMP	NA

5.3.1.5 Network Switch

Item	Quantity	Brand	Model
Network Switch	7	CISCO	Catalyst 2960S
Network Switch	2	CISCO	Catalyst 2960X
Network Switch	8	CISCO	SG300-28
Network Switch	6	Enterasys	C5G124-24 / C5G124-24P
Network Switch	2	CISCO	Small Business

5.3.2 Manesar Data Centre

5.3.2.1 Servers including software and accessories

Item	Quantity	Brand	Model
Server-Helpdesk	01	Athenta	T-series
Server-BMS	01	Dell	PowerEdge R420
Server-Access	02	Dell	PowerEdge R620
Server-CCTV	06	Dell	PowerEdge R620
Server-DCIM	02	IBM	System x3630 - M4
Storage Array-CCTV	01	Dell	PowerVault MD3260i
Universal Management Gateway (UMG)-DCIM	02	Emerson	Avocent-UMG 6000

5.3.2.2 PC including software and accessories

Item	Quantity	Brand	Model
PC	05	DELL	Precision T1700
PC	01	DELL	Inspiron 660s
PC	01	DELL	Optilex 7010
PC	01	DELL	Optilex 3010
PC-CCTV Monitor (LCD)	05	LG	42LP360H-TA

5.3.2.3 Sensor

Item	Quantity	Brand	Model
Temp & RH Sensor-Hot Aisle	41	ALERTON	TH-153P-WD-MA-AC
Temp & RH Sensor-Cold Aisle	36	EMERSON	IRM-S02TH
Temp & RH Sensor	32	Liebert	IRM-4COM/8DIAI/8DOAO

5.3.2.4 Control Panel

Item	Quantity	Brand	Model
Control Panel-CPM	01	JOHNSON CONTROLS	FEC2611
Control Panel-CPM	02	JOHNSON CONTROLS	IOM 3721
Control Panel-CPM	01	JOHNSON CONTROLS	MS-NCE 2560
Control Panel- Moxa	05	Emerson	NA
Control Panel- Modbus	04	Honeywell	WEB-600E
Control Panel-DDC	33	Aler-Ton	VLC-1600
Control Panel-DDC	04	Aler-Ton	VLC-16160
Control Panel-DDC	15	Aler-Ton	VLC-1688
Control Panel-Rodent	14	Maser	Torrent USFG
Control Panel-WLD	01	TRACE TEK	TTDN-128

5.3.2.5 Network Switch

Item	Quantity	Brand	Model
Network Switch	09	CISCO	SG 300-28
Network Switch	06	CISCO	Catalyst 2960-S
Network Switch	01	CISCO	Catalyst 2960-X

Network Switch	01	CISCO	SG 500-28
Network Rack	01	Smart Rack	NA
Network Rack	01	Cyber Rack	NA
Network Rack	04	President	NA

5.3.2.6 PORT & Structured Cabling

Item	Quantity	Brand	Model
CU Cabling PORT	9024	TE	NA
CU Patch Chord	1000	TE	2 meter
CU Patch Chord	3796	TE	3 meter
Fibre Patch Chord	1000	TE	7 meter
Fibre Patch Chord	3000	TE	2 meter
Fibre Patch Chord	11795	TE	3 meter
Fibre Patch Chord	300	TE	50 meter

5.4 Electrical System Work Package

5.4.1 Data Centre Power Efficiency

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

5.4.2 Bengaluru Data Centre

5.4.2.1 Uninterrupted Power Supply

Item	Quantity	Brand	Model
UPS	2	EATON	E Series Dx30KVA
UPS	2	EATON	EATON 9390 - 160 - N - 4XD
UPS	13	EATON	EATON 9395 - 550 - MBS
UPS	2	HBL	TRIUMPH TP 65
UPS	15	HBL	TRIUMPH HP F/1100 PP

5.4.2.2 Power Source

Item	Quantity	Brand	Model
DG Set	5	CUMMINS	CJ1500D5P
DG Fuel Buffer Tank	2	JACKSONS	NA
DG Fuel Day Tank	5	JACKSONS	NA
DG Fuel Overflow Tank -1	1	JACKSONS	NA
HSD Main Tank	2	JACKSONS	NA
IPDU	46	EMERSON	MPH-ECV27NOXR30
Inverter	9	Luminous	NA
Inverter	9	Exide	Power Safe
Power Distribution Unit	37	DATSONS	NA
Source Transfer Switches	12	APC	AP7724
Source Transfer Switches	4	EMERSON NETWORK	LIEBERT NPS-I

Item	Quantity	Brand	Model
32A Single Phase Tap-Off Boxes	27	SCHNEIDER ELECTRIC	NA
16A Single Phase Tap-Off Boxes	10	SCHNEIDER ELECTRIC	NA
32A Three Phase Tap-Off Boxes	768	SCHNEIDER ELECTRIC	NA
Transformer	4	VOLTAMP	NA
BBT	64	SCHNEIDER ELECTRIC	NA

5.4.3 Manesar Data Centre

5.4.3.1 Uninterrupted Power Supply

Item	Quantity	Brand	Model
UPS	02	EATON	E Series Dx30KVA
UPS	02	EATON	EATON 9390 - 160 - N - 4XD
UPS	13	EATON	EATON 9395 - 550 – MBS
UPS Battery Bank	02	HBL	TRIUMPH-HP F30 PP
UPS Battery Bank	02	HBL	TRIUMPH-HP F360 PP
UPS Battery Bank	13	HBL	TRIUMPH-HP F1200 PP

5.4.3.2 Power Source

Item	Quantity	Brand	Model
DG Set-Diesel Engine	05	MTU	12V4000G23
DG Set-Alternator	05	Stamford	P1734E1
DG Fuel Buffer Tank	02	Sterling	990 Ltr
DG Fuel Day Tank	05	Sterling	990 Ltr
DG Fuel Overflow Tank -1	01	Sterling	990 Ltr
UG Tank-HSD	02	Sterling	40KL
DG Canopy Exhaust Fan Motor	20	Siemens	3.7KW
Battery-DG Sets	20	Exide	XP2000 (12V/200Ah)
Coil Cooler	05	International Coil Limited	FCH:120:6R
Transformer	04	VOLTAMP	3750KVA -11KV/433V
RTCC Panels	04	VOLTAMP	NA
Inverter	05	SUKAM	SHINY650VA
Inverter	01	SUKAM	SHINY850VA
Inverter	01	SUKAM	SHINY1500VA
Battery-Inverter	08	Sukam	SIG 150 AH PB
IPDU	40	EMERSON	MPH-ECV27NOXR30
STS	01	Eaton	Pulsar STS-16
Source Transfer Switches	12	APC	AP 7724
HT Panel	02	Schneider Electric	800A
Battery Charger-HT panel	02	Volstat	24V/15A
Power Distribution Unit (PDU)-50 KVA	01	DATSONS	Indoor Dry
Power Distribution Unit (PDU)-70 KVA	06	DATSONS	Indoor Dry

Item	Quantity	Brand	Model
Power Distribution Unit (PDU)-100 KVA	02	DATSONS	Indoor Dry
Power Distribution Unit (PDU)-180 KVA	06	DATSONS	Indoor Dry
Power Distribution Unit (PDU)-200 KVA	22	DATSONS	Indoor Dry
32A Single Phase Tap-Off Boxes	26	Schneider Electric	PKF16F423
32A Three Phase Tap-Off Boxes	778	Schneider Electric	PNS100GNS
BBT Section-3200A	11	Schneider Electric	BFC2532G104STM65
BBT Section-5000A	04	Schneider Electric	BFC2550G10STM54
BBT Section-630A	44	Schneider Electric	CPD2506G10S6P135M54
BBT Section-2500A	07	Schneider Electric	BFC2525G56STM54
Lighting DB	09	Schneider Electric	NA
Raw Power DB	09	Schneider Electric	NA
UPS DB	09	Schneider Electric	NA
ELDB	05	Schneider Electric	NA
Power Distribution Panels	76	TRICOLITE	NA
Chiller ATS	04	TRICOLITE	630A
APFC Panel	02	TRICOLITE	550KVAR/1000A
DG Panel	06	TRICOLITE	3200A
MV Panel	04	TRICOLITE	5000A
Light Fixture-36W	127	Wipro	Steller recess mount M.O.Luminaire
Light Fixture-28W	79	Wipro	TJWIR
Light Fixture-11W	231	Wipro	MINIIRIS
Light Fixture-4*14W	235	Wipro	WT5

5.5 HVAC System Work Package

5.5.1 Bengaluru Data Centre

Item	Quantity	Brand	Model
FAU	2	CARYAIRE	CF 315 A
FAU	12	CARYAIRE	CDIF 09 DS
PAHU	4	SWEGON	OCW 22 CO
PAHU	4	SWEGON	UCW 140 CO
PAHU	8	SWEGON	UCW 45 CO
CRAC	14	SWEGON	UCW 170 HH
CRAC	6	SWEGON	UCW 85 HH
CRAC	2	SWEGON	UCW 45 HH
CRAC	2	SWEGON	UCW 18 HH
Inrow	43	SWEGON	COOL BLADE 30
AHU	2	ZECO	ZDS -30
AHU	2	ZECO	ZD0 680 - 25/CSU
AHU	1	ZECO	ZDC SBD - 10
AHU	1	ZECO	ZDC SBD - 25
FCU	2	ZECO	2 FCU - 08
FCU	5	ZECO	2 FCU - 04
TFA	2	ZECO	ZDC SBD - 10

Item	Quantity	Brand	Model
Chiller	2	YORK	YCAE 61 X 1 M
Chiller	4	YORK	YVAA0218CDV50
Pump	1	ABB	A98580003P113480001
Pump	1	ABB	A98580003P113480002
Pump	1	ABB	A98580003P113480003
Pump	1	ABB	A98580026P113490001
Pump	1	ABB	A98580026P113490002
Pump	1	ABB	A98580026P113490003
Pump	1	ABB	A98580027P113490001
Pump	1	ABB	A98580027P113490002
Pump	1	ABB	A98580027P113490003
Pump	1	ABB	A98580027P113520001
Pump	1	ABB	JHX 100LB4
Pump	1	ABB	JHX 132SM
Pump	2	ABB	JHX90 SLE4
Pump	4	DAB	JET 82 M
Pump	3	KIRLOSKAR	NA
Pump	3	Nicotra	ADTA 630
Pump	2	Nicotra	ADTA 900
Pump	1	Nicotra	RSH-450T ANUSH
Pump	1	Nicotra	RSH-710-LG (Acc-TD)
Pump	1	Nicotra	RSH-450T-RD (Acc-TD)
Cassette Air Conditioner	5	Blue Star	Indoor SC24YEI/ Outdoor SC24YE

5.5.2 Manesar Data Centre

Item	Quantity	Brand	Model
TFA	02	Brightflow	4.5TR/500CFM/0.37KW
PAHU	02	SWEGON	OCW 22 CO
PAHU	06	SWEGON	UCW 140 CO
PAHU	01	SWEGON	UCW 45 CO
PAHU	02	SWEGON	UCW-35HH
PAHU	03	SWEGON	UCW-65 CO
CSU	01	Brightflow	BFH-45
CSU	01	Brightflow	BFH-30
CSU	01	Brightflow	BFH-22
CSU	01	Brightflow	BFH-29
CRAC	16	SWEGON	UCW-140HH
CRAC	02	SWEGON	UCW-18HH
CRAC	02	SWEGON	UCW-35HH
CRAC	02	SWEGON	UCW-85CO
CRAC	04	SWEGON	UCW-85HH
INROW	43	SWEGON	COOL BLADE 30
AHU	02	Brightflow	BFH-48
AHU	02	Brightflow	BFH-84
CHILLER	02	YORK	YCAE 61 X2M
CHILLER	04	YORK	YCAE
Compressor	08	DANFOSS	SH140A4ALC
Compressor	08	York	CSTS45SBAD400/200

Item	Quantity	Brand	Model
Pump-3KW	03	GROUNDFOSS	MMG100L-2-28FF215LE1
Pump-11KW	04	GROUNDFOSS	MMG160M-4-42FF300E1
Pump-18.5KW	03	GROUNDFOSS	MMG180M-4-48FF300E1
Pump-0.75KW/1hp	01	Kirloskar	1377
Pump-1.50KW/2hp	02	Kirloskar	1378
Pump-0.85 KW/0.8 hp	06	DAB	JET82M
Expansion Tank	02	NemaMakine	CET-N-750-PN10
Expansion Tank	01	NemaMakine	CET-50-PN-10
FCU	06	Brightflow	600CFM/1.5TR
SISW Fan	01	Nicotra	RSH 630 TANUSH
SISW Fan	01	Nicotra	RSH 560 TANUSH
SISW Fan	01	Nicotra	RSH 710 TANUSH
SISW Fan	01	Nicotra	RSH 900 TANUSH
Tube Axial fan	01	Nicotra	ADTA 800
Tube Axial fan	01	Nicotra	ADTA 560
Tube Axial fan	02	Nicotra	ADTA 500
Exhaust fan section	01	Brightflow	RDH-500
Exhaust fan section	02	Brightflow	RDH-630
Exhaust fan section	01	Brightflow	RDH-560
FFU	02	Brightflow	RDH-630
FFU	01	Brightflow	RDH-560
FFU	01	Brightflow	RDH-500
Pressurization Fan	06	Kruger	CCK 18/13 'L'
Pressurization Fan	01	Kruger	CFT-F-500
Toilet Exhaust Fan	01	Kruger	TDA63014AA/9/9/AL-B
VFD	01	ABB	ACS550,
VFD	04	ABB	ACS510,
VFD	03	Danfoss	132F0060
VAV	01	JCI	SDV-7C-000-00-16-000-R-0
VAV	01	JCI	SDV-7C-000-00-14-000-R-0
VAV	01	JCI	SDV-7C-000-00-4-000-R-0
VAV	01	JCI	SDV-7C-000-00-12-000-R-0
VAV	01	JCI	SDV-7C-000-00-5-000-R-0
VAV	01	JCI	SDV-7C-000-00-9-000-R-0
Wall Exhaust Fans	08	Caryaire	GPN30041
Inline Fan	02	Caryaire	CF -315A
Inline Fan	02	Caryaire	CF - 250B

5.6 Safety & Security System Work Package

5.6.1 Bengaluru Data Centre

Item	Quantity	Brand	Model
Camera	2	Polixel	CPLX301
Camera	16	Polixel	CPLX4220TDN
Camera	92	Polixel	CPLX8220TDN
Abort Switch	13	SIMPLEX	4090-9001
Access Controller	24	DDS	NA
Novex Cylinder	70	SAPPHIRE	NOVEC1230
Water Leakage SIM	8	Trace Tek	NA
Biometric Reader	12	HID	61yxB

Item	Quantity	Brand	Model
Control Module	37	SIMPLEX	4090-9002
Direct Digital Controls Panel	19	ALERTON	NA
DDC Controllers	34	ALERTON	VLC-1600
DDC Controllers	3	ALERTON	VLC-16160
DDC Controllers	12	ALERTON	VLCA-1688
DDC Controllers	0	ALERTON	VLCA-1689
Emergency Door Release	13	Mag	M003
Multi Sensor Detector	467	SIMPLEX	4098-9754
Speaker	159	SIMPLEX	4902-9721
Torrent Controller	232	Maser	NA
Exit Button	38	Polixel	NA
Fault Isolator Module	30	SIMPLEX	4090-9116
Fire Extinguisher	46	SUPEREX	Dry Powder - 3A21B C
Fire Releasing Device	21	SIMPLEX	4090-9006
HID Reader	58	HID	900TNTNNEK0003V
Hooter cum Strobe	19	SIMPLEX	49AVWARF
Firefighting Phone	6	SIMPLEX	NA
Gas Release Switch	13	SIMPLEX	4099-9012
Magnetic Contact	46	Branson	NA
Magnetic Lock	55	Dafikas	DPB 30-36/DPBA 30-36
MCP	20	SIMPLEX	4099-9002
PIR Detector	18	DSC	LC-100-PI
PIR Detector	1	DSC	PK5500
Modbus Controller	4	HONEYWELL	WEB-600E
Rodent Controller	13	MASER	USFG
CRAC Rooms Vesda Panel	4	Xtralis	NA
Power Supply Unit for CRAC, PDU, VHD	8	MRE	MRE 16d
Hot Aisle Temp & RH Sensor	4	ALERTON	TH-153P-WD-MA-AC
Moxa Controller	5	EMERSON	Moxa
NAC Extender Panel	7	SIMPLEX	4009-9301
Power Distribution Unit Vesda panel	3	Xtralis	NA
VHD Vesda panel	1	Xtralis	NA
Glass Break Sensor	2	DSC	PK5501
Ambient Temp and RH Sensor	1	ALERTON	NA
Fire Alarm Panel	1	SIMPLEX	4100ES
Monitor Module	17	SIMPLEX	40090-9001
Access Controllers	1	DDS	NA

5.6.2 Manesar Data Centre

Item	Quantity	Brand	Model
Camera	02	Polixel	CPLX301
Camera	19	Polixel	CPLX4220TDN
Camera	79	Polixel	CPLX8220TDN
Power Adapter for camera	02	Proteck	PS0324NAC
Access Controller	10	DDS	JET 4N/IP
Access Controller	12	DDS	TPL-E 4 D4/IP
Access Card Reader	54	HID	R10-6100
Access Card Reader	15	HID	BioClass 6180 BxR

Item	Quantity	Brand	Model
Egress Push button Switch	37	MAG	M100
Emergency Door Release	17	DSC	AC-101
Magnetic Contact	56	NA	NA
Magnetic Lock	49	Dafikas	NA
Novac Cylinder	81	Ansul	570840
Gas Release Switch	13	SIMPLEX	4099-9012
Abort Switch	13	SIMPLEX	2080-9067
Fire Release Device-Novac	27	Tyco	NA
Actuator-Novac	27	Tyco (TSP)	MA 02163070
NAC Extender Panel	08	SIMPLEX	4099-9301
Multi Sensor Detector	504	SIMPLEX	4098-9754+4098/9789
Response Indicator	262	Agni	NA
Control Module	49	SIMPLEX	4090-9002
Fault Isolator Module	32	SIMPLEX	4090-9116
Manual Call Point	25	SIMPLEX	4099-9002
Hooter	22	SIMPLEX	4902-9717
Fire Fighting Jack Phone	05	SIMPLEX	2084-9001
Fire Alarm Panel cum PAS Panel	01	SIMPLEX	NA
Monitor Module-FAS	19	Simplex	NA
Speaker-PA	169	SIMPLEX	4902-9721
VESDA Panel	05	Xtralis	VLS-204
VESDA Panel	01	Xtralis	VLS-214
Vesda Hooter	06	AGNI	AGNI
PIR Motion Detector	17	DSC	LC-100-PI
PIR Intrusion Panel	01	DSC	TC1832
Dry Powder Fire Extinguisher (ABC class)	48	Superex Fire Engineers	DCP
Fire Extinguisher CO2	27	SRI Triveni Crafts	CO2
Rodent Transducers	268	Maser	Tarrant
WLD SIM	09	TRACE TEK	NA
Ambient Temp & RH Sensor	01	ALER-TON	NA
Fire Exit Door Panic bar	06	Dafikas	NA

5.7 Civil and Interior Works

5.7.1 Bengaluru Data Centre

5.7.1.1 Building

Floor No.	No. of Rooms	Built Area of Floor (in square feet)
Ground Floor	16	13500
First Floor	14	13500
Second Floor	8	13500
Third Floor	1	13500 (Future expansion area)
Terrace	4	13500
Utility	8	14000 (HT, LT, DG , HSD, transformer yard)

5.7.1.2 Furniture

Item	Quantity	Brand	Model
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Chair	56	Wipro	NA
Table	52	NA	NA
Sofa	2	Wipro	NA
Storage Cupboard	8	NA	NA
Shoe Rack	7	Silver Line Corp	NA
Pedestal	52	NA	NA
Chair	30	WIPRO	NA
Table	30	WIPRO	NA
Pedestal	30	WIPRO	NA

5.7.2 Manesar Data Centre

5.7.2.1 Building

Floor No.	No. of Rooms	Built Area of Floor (in square feet)
Ground Floor	24	23058.63
First Floor	22	27264.78
Second Floor	Future Expansion Area	1325.00
Terrace	04	30100.00
Utility	03	26735.46 (HT,LT,DG,HSD,Transformer yard)

5.7.2.2 Furniture and Other material

Item	Quantity	Brand	Model
Chair	120	Wipro	NA
Table	09	NA	NA
Sofa set	02	NA	NA
Work Station	102	NA	NA
Storage Cabinet	32	NA	NA
Drawer	108	NA	NA
Shoe Rack	02	NA	NA
Glass Door	05	Surbhi Tuff	NA
Glass door with Metal Frame	19	Vetrotech	NA
Metal Door	53	Shaktimet	NA
Raised floor Flat Tiles	4857	Unitile	USF 1500, 1200
Fire Sand Bucket	19	Mollimax	NA
Ceiling Tiles (Mineral Type)	4368	Unitile	NA
Ceiling Tiles (Metal Type)	4117	Unitile	NA
Cold Aisle Containment	12	Surbhi Tuff	NA

5.8 Resource Requirement

5.8.1 Selection of Resources

The CV would be made available by Bidder for evaluation and consideration of UIDAI, well in advance. For selection of key resources (DC Ops Manager and shift Manager) UIDAI will be part of selection process at the technical evaluation stage. The Bidder shall ensure that the Teams are competent, professional and possesses the requisite qualifications and experience appropriate to the task they are required to perform under this contract

5.8.2 On – Boarding of Resources

Background check (criminal, previous employer, credentials, independent identity) of selected i.e. 'Accepted' or 'Provisionally Accepted' resource. In case, background of the selected resource is found unsatisfactory, the selected resource is rejected, and is notified. Background check to be completed within 20 days from the day of CV approval.

Organization level NDA is signed between Bidder and partner organization, if not signed already. Selected resource signs Non-Disclosure Agreement, on the date of joining and submitted to UIDAI. Once resource gets onboard, they shall apply for UIDAI mail IDs and comply with UIDAI ISMS policies

5.8.3 Off boarding of Resources

Once the employee's resignation is accepted by the Reporting Manager, a formal communication is required to be provided to the concerned UIDAI SPOC a month before the last working day. For key resources the off boarding has to be done in consultation with UIDAI.

Hand over- take over activities like knowledge transfer, discontinuation of access, email ID's, IT assets etc. are to be completed before the release. Only after acknowledgement from UIDAI, the resource shall finally be released by the bidder.

5.8.4 Minimum resource Requirement

- a) Data Centre O&M team shall be responsible for operation and maintenance of all physical infrastructure services as mentioned in Section-V. This team shall be responsible for proactive monitoring and reporting of KPIs (Key performance indicators) as well as compliance to Service Level Agreements. The Data Centre Operation Manager shall directly report to UIDAI and work in close coordination with other stakeholders employed in the Data Centre.
- b) In case of absence of DC Ops Manager or DC Shift Manager for more than five working days in continuity, a replacement resource conforming to the Qualifications & Experience of the said Role/Position as per relevant RFP clause should be provided to the site immediately (with the approval of UIDAI) till the joining of the regular resource.
- c) Minimum Manpower Requirement which the bidder must employ **at each Data Centre** is given below. Each resource will be employed either on day shift of 9x6 (9 hours for six days a week) basis or 3-shifts (of 8 hours on 24x7) basis. In case of any increase or decrease of resources with the approval of UIDAI then payment of those resources will be increased or decreased as per the rate card provided in the commercial bid. The table below lists one set of minimum resources to be employed at each data centre.

Sr. No.	Role	Total Nos of Positions	Shift	Number of Resources
1	DC Operations Manager	01	9x5	01
2	DC Shift Manager	01	24x7	04
3	Network Support Engineer	01	9x6	01
4	Inventory & Documentation	01	9x6	01
5	HVAC- Technician	01	24x7	04
6	DC- Service Engineer	01	24x7	04
7	Help Desk Support Engineer	01	24x7	04
8	BMS/DCIM Operator	01	24x7	04
9	Electrician	02	24x7	08

10	DG Operator	01	24x7	04
11	Plumber	01	9x6	01
12	Tech Support Staff	03	9x6	03
	Total	15		39

5.8.5 Minimum Qualification, Experience and Responsibility of Resources

The bidder will ensure that the resources meet the minimum qualification and experience given in this sub-section. The CVs of the resources will be approved by UIDAI before they are employed in the Data Centre.

a) DC Operations Manager

Qualification –

- (i) B. Tech/ BE in Electrical/Mechanical/Electronics engineering from premier institute
- (ii) PMP Certified/MBA with specialization in Human Resource/Personnel Management from a Premier Institute.

Experience –

More than 10 years of experience with at least 4 years of experience in the following areas

- (i) Hands-On Experience in O&M of large physical infrastructure components of a large Data Centre
- (ii) Experience in operation and Maintenance of civil, electrical, HVAC, LAN, Safety and Security system components for a large-scale Data Centre
- (iii) Experience in Operation and Maintenance of DC integrated Building Management System
- (iv) Experience in Green DC physical infrastructure design, implementation and operation and maintenance

Good verbal, written communication and documentation skills

Roles & Responsibility –

- (i) Overall Data Centre operations during the shift and for maintaining the service levels.
- (ii) Organizing, planning, directing, and coordinating the overall effort during the shift.
- (iii) Setup data Centre infrastructure, environment and facilities
- (iv) Perform scheduled tests of Data Centre infrastructure, including generators, fire suppression systems, and environmental monitoring systems.
- (v) Perform upgrades to existing and deployment of new systems, equipment racks, power distribution, and required cabling.
- (vi) Maintain accurate system inventory, labelling, and system specific documentation.
- (vii) Monitor data Centre environmental factors, such as cooling and humidity; takes appropriate action to remedy the situation.
- (viii) Interact with UIDAI to ensure that data Centre services are meeting the UIDAI requirements

b) DC Shift Manager

Qualification –

- (i) B. Tech/ BE/ Diploma in Electrical/ Mechanical/ Electronics engineering from premier institute

Experience –

- (i) More than 6 years' experience with at least 2 years' experience in Data Centre operation and maintenance in case of B.Tech/BE holder. More than 8 years' experience with at least 4 years' experience in Data Centre operation and maintenance in case of diploma holders.
- (ii) Should be technically sound and have hands on experience in trouble shooting.
- (iii) Experience in operation and Maintenance of civil, electrical, HVAC, LAN, Safety and Security system components for a large-scale Data Centre
- (iv) Should have good interpersonal skills to handle vendors and junior staff and should be able to multi task.

Roles & Responsibility –

- (i) Day to day operation management
- (ii) SLA Management
- (iii) Escalation handling
- (iv) Ensuring periodic maintenance of system
- (v) Carry out preventive and predictive maintenance of air conditioning, elevator and power systems such as UPS, DG sets etc.
- (vi) Ensure air quality and temperature control in permissible range at the facility
- (vii) Ensure proper functioning of Building Maintenance Systems and Physical Security Systems
- (viii) Carry out drills for emergency events like fire, earthquake. Ensure proper functioning of fire detection systems, sprinklers, fire extinguisher etc.
- (ix) Space management at the facility

c) Network Support Engineer

- (i) **Qualification** – B.Tech/ BE/ Diploma in Computer Science/ IT/ Electrical/ Electronics Engineering. He should have CCENT, CCT or equivalent certification in networking.
- (ii) **Experience** – More than 3 years of experience in managing and configuration of various types of network devices and LAN cabling.
- (iii) **Role and Responsibility** – Responsible for management and configuration of IT and networking assets falling in the scope of the Bidder.

d) Inventory & Documentation

- (i) **Qualification** – Graduate or Technical Diploma.
- (ii) **Experience** – More than 3 years of experience in managing the day to day inventory, Logistics and Documentation.
- (iii) **Roles & Responsibility** – He is Responsible for project management of end-to-end logistics of UIDAI issuance. This comprises of both inbound and outbound logistics. He is also responsible for design, innovations and cost optimizations related with the UIDAI logistics programme. He is responsible for inventory, process, quality assistance and documentation.

e) HVAC- Technician

- (i) **Qualification** – ITI / Diploma in Mechanical/Air-Conditioning.

- (ii) **Experience** – More than 3 years of experience in O&M of large physical infrastructure components of HVAC System. Experienced in operation and Maintenance of Chiller, CRAC and Comfort Air conditioning components.

f) DC- Service Engineer

Qualification –

- (i) B. Tech/ BE/ Diploma in Electrical/ Mechanical Engineering from premier institute

Experience –

More than 4 years of experience in the following areas

- (i) Hand-On Experience in O&M of large physical infrastructure components of a large Data Centre
- (ii) Experience in operation and Maintenance of civil, electrical, HVAC, LAN, Safety and Security system components for a large-scale Data Centre
- (iii) Experience in Operation and Maintenance of DC integrated Building Management System
- (iv) Experience in Green DC physical infrastructure design, implementation and operation and maintenance Good verbal, written, communication and documentation skills

Roles & Responsibility –

- (i) Responsible for preventive and corrective maintenance of the equipment
- (ii) Periodic Maintenance of system
- (iii) Day to day operation management

g) Help Desk Support Engineer

Qualification –

- (i) Diploma in Electrical

Experience –

- (i) More than 2 years of experience as a help desk support engineer or relevant industry experience

Roles and responsibility –

- (i) Helpdesk support for logging calls related to Infrastructure services and facilities for data Centre such as Power, Air conditioning, Telecommunications, Cleanliness/ Upkeep, Fire protection, Access control, LAN Passive, etc.
- (ii) Prioritization and resolution of issues raised in issue tracking system at the facility - Ensure compliance with SLAs for all reported issues

h) BMS/DCIM Operator

- (i) **Qualification** –Diploma in Electronics/Electrical/Instrumentation.
- (ii) **Experience** –More than 3 years of experience in Integrated Building management system.
- (iii) **Roles & Responsibility** – Responsible for BMS Operation and BMS report generation.

i) Electrician

- (i) **Qualification** –Diploma in Electronics/Electrical/Instrumentation.

(ii) **Experience** –More than 3 years of experience in O&M of large physical infrastructure components of Electrical System, Diesel Generators, Transformer, Electrical Distribution, Electrical Panel, HT System, LT System, Etc. Experienced in execution of preventive maintenance schedules and troubleshooting of UPS, DG Sets & Transformers.

j) **DG Operator**

(i) **Qualification** – ITI / Diploma or equivalent in Electrical engineering.

(ii) **Experience** – More than 3 years of hands-on experience in O&M of DG Systems.

k) **Plumber**

(i) Skilled in plumbing jobs with formal qualification.

(ii) More than 2 years of experience as plumber in any industry

l) **Tech support Staff**

(i) The responsibility of this staff is to maintain general upkeep of the Data Centre including house-keeping. Assist in movement of equipment within data centre.

5.9 Statutory Approvals/Renewal of Statutory Licenses/Clearances & Issue Resolution

a) Bidder will help UIDAI in obtaining all statutory license renewals/clearances from the concerned authorities after approval from UIDAI for which payment will be made directly by UIDAI to concerned authority in the required mode as per the prevailing process of the concerned civic/statutory authorities.

b) Bidder will also liaise with Civic Agencies like EB, Municipal Authority on behalf of UIDAI for Power, Water and other DC related issues which are required for smooth operations of the Data Centre.

6 Section VI: Service Level Agreements

6.1 Overview of SLA

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

6.2 Benefits of SLM

Benefits of SLM are as follows: -

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

6.3 Definitions

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

- (i) "Availability" shall mean the time for which the services and facilities offered by the Bidder are available for conducting UIDAI operations from the equipment hosted in the Data Centre.
- (ii) "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.
- (iii) "Helpdesk Support" shall mean the Bidder's 24x7x365 centre which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
- (iv) "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.
- (v) "Service Window" shall mean the duration for which the facilities and services shall be available at the Data centre. Service window base shall be all throughout the year- 24 hours a day, 7 days a week for all the 365 days in a year (24 x 7 x 365).

6.4 SLM Coverage

The coverage of the SLM is as follows: -

- (i) O&M
 - i. Data Centre uptime
 - ii. Construction and related Civil works
 - iii. Electrical works for the building including Data Centre
 - iv. Mechanical works related to Data Centre
 - v. Security related for CCTV, ACS, etc.
- (ii) Fire Management System
 - vi. Gas based Fire suppression for DC area
 - vii. VESDA for DC area
 - viii. Water sprinkler system for Non-DC area
- (iii) Environmental Management System
 - ix. CRAC Units- Temperature, Humidity levels in DC
 - x. Comfort cooling- Temperature in non-DC, human occupied areas
 - xi. Pollution control
 - xii. Preventive Maintenance

6.5 Service Levels & Targets

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

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

6.6 Performance Measurements & Targets

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

6.6.1 Power Availability

SLA Description	Power Availability
Definition of SLA	<p>Availability of UPS Power shall be measured on each industrial sockets i.e. the Tap-off box for providing power to the IPDUs of the IT Racks.</p> <p>Downtime will be the time interval between the time of actual fault/failure and the time of fault rectification</p>
Process to capture raw data for SLA calculations	<p>The raw data for the calculation of this SLA to be captured from DCIM (Data Centre Infrastructure Management) is the PDU logs applicable for the quarter. These logs are captured at an interval of 15 minutes and may be submitted with the MIS Report on monthly basis. However, since PDU Logs may not reflect the availability of UPS Power to Tap-off Box level, UIDAI may verify the PDU Logs with the IPDU Logs available in their system during MIS Report vetting on Power Availability on monthly basis</p>

	<p>for taking into consideration in the Uptime Report on Power Availability for the quarter.</p> <p>In case of an incident at PDU Level, instant alert is generated and is captured through the logs in DCIM (at 15-minute interval). A ticket is then raised in the helpdesk tool (Athenta). In case of incident at Tap-off Box Level, MSP Team/UIDAI will register an Incident Ticket with the Helpdesk Team.</p>		
SLA Calculation	<p>Total downtime for the reporting period will be the consolidated resolution time of all such tickets mentioned above.</p> <p>A consolidated Availability = $\{1 - (\text{Total Downtime} / (\text{Total Time} - \text{Maintenance Time}))\} * 100$</p>		
Penalty Calculation	Availability	Downtime	Penalty
	>= 99.982%	7.88 minutes per month	No Penalty
	>= 99.972% to < 99.982%	<= 12.26 minutes to >7.88 minutes of downtime	5 % of the applicable Quarter's O&M charges of the data center
	>= 99.962% to < 99.972%	<= 16.63 minutes to > 12.26 minutes of downtime	7.5 % of the applicable Quarter's O&M charges of the data center
	>= 99.932% to < 99.962%	<= 29.77 minutes to >16.63 minutes of downtime	10 % of the Applicable Quarter's O&M charges of the data center Nearing defaulting levels.
Measurement Interval	Monthly		
Reports and data to be submitted	Monthly Report from Athenta		

6.6.2 Supply Air Temperature

SLA Description	Supply Air temperature
Definition of SLA	Measurement of Supply Air temperature & Humidity level in Cold Aisle (measured 1.5meter above the raised floor perforated tile at Start, Middle and End of Server racks of the row), Temp & RH sensors are installed by bidder to measure temperature and humidity Levels in the Data Centre.
Scope of SLA	The scope of SLA includes all the Cold Aisle areas inside Data Centre.

<p>Process to capture raw data for SLA calculations</p>	<p>Temperature and humidity sensors are installed in Cold aisle, Battery room, communication room and UPS areas of the Data Center. The readings from these sensors are captured in the DCIM tool at an interval of every 15 minutes. The data for SLA calculations can be extracted from the monthly reports captured in the DCIM tool.</p> <p>There are 3 temperature and humidity sensors installed in each Cold aisle row. DCIM captures the temperature and Humidity readings from all the three sensors installed in Cold Aisle area every 15 minutes.</p> <p>Deviation from the SLA target values i.e. 20to 24 degrees centigrade and 35% to 60% RH, for temperature and humidity is monitored for all the three sensors in each aisle.</p>
<p>SLA Calculation</p>	<p>The following steps are performed for the calculation of SLA:</p> <ul style="list-style-type: none"> • Obtain the report of all the temperature and humidity readings for all the sensors from DCIM tool for the reporting month. • The deviation in the temperature and humidity readings from this SLA target values i.e. 20to 24 degrees centigrade and 35% to 60% RH will be verified such that if deviation persist continuously for 30 minutes for temperature and 60 minutes for humidity will be considered as violation from the SLA. • The total no. of such incidents (violations) will be counted each month. Each such incident shall attract 0.5% penalty on Quarterly O&M charges. <p>A consolidated Availability = {1-(Total Downtime) / (Total Time – Maintenance Time)}*100</p>
<p>Penalty Calculation</p>	<p>0.5% of the applicable Quarters O&M charges of the data center for each variation. Multiple instances during the day will add up.</p>
<p>Measurement Interval</p>	<p>Monthly</p>
<p>Reports and data to be submitted</p>	<p>Monthly report from the DCIM report</p>

6.6.3 CCTV Availability

SLA Description	CCTV Availability
<p>Definition of SLA</p>	<p>Availability shall be measured for</p> <p>(a) NVR (Network Video Recorder) used for storage of CCTV Footage,</p> <p>(b) 100% cameras installed for DC Room Entry and Exit and for Entry to Communication Room, UPS Room, Staging Room and Media Storage Room, Cameras installed for Racks Rows within Data Centre Room,</p> <p>(c) 80% of all other CCTV cameras excluding those as given in (b) above.</p>

<p>Process to capture Raw Data for SLA calculations</p>	<p>Availability of CCTV for all cameras in scope shall be determined on the basis of the audit of the CCTV NVR recordings performed by the DCSO each month. The audit report submitted by the DCSO at the end of the month will be used to calculate the availability.</p> <p>The sample taken by DCSO must be selected in such a way that 100% of the cameras are covered in a period of three months with a minimum coverage of 30% each month.</p> <p>For point (c) in first row, 80% of the cameras must have the desired availability of 99.962% and the remaining 20% cameras must have at least 80% availability to avoid penalty.</p> <p>A consolidated Availability = $\{1 - (\text{Total Downtime}) / (\text{Total Time} - \text{Maintenance Time})\} * 100$</p>														
<p>Penalty Calculation</p>	<table border="1"> <thead> <tr> <th>Availability</th> <th>Downtime</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>>= 99.962%</td> <td>16.63 minutes per month</td> <td>No Penalty</td> </tr> <tr> <td>>= 99.932% to < 99.962%</td> <td><= 29.77 minutes to >16.63 minutes of downtime</td> <td>0.5 % of the applicable Quarter's O&M charges of the data center</td> </tr> <tr> <td>< 99.932%</td> <td>> 29.77 minutes of downtime</td> <td>2.0 % of the applicable Quarter's O&M charges of the data center</td> </tr> </tbody> </table>	Availability	Downtime	Penalty	>= 99.962%	16.63 minutes per month	No Penalty	>= 99.932% to < 99.962%	<= 29.77 minutes to >16.63 minutes of downtime	0.5 % of the applicable Quarter's O&M charges of the data center	< 99.932%	> 29.77 minutes of downtime	2.0 % of the applicable Quarter's O&M charges of the data center		
Availability	Downtime	Penalty													
>= 99.962%	16.63 minutes per month	No Penalty													
>= 99.932% to < 99.962%	<= 29.77 minutes to >16.63 minutes of downtime	0.5 % of the applicable Quarter's O&M charges of the data center													
< 99.932%	> 29.77 minutes of downtime	2.0 % of the applicable Quarter's O&M charges of the data center													
<p>Measurement Interval</p>	<p>Monthly</p>														
<p>Reports and data to be submitted</p>	<p>DCSO Audit Report/CCTV Software Logs</p>														

6.6.4 Availability of Access Control Devices

SLA Description	Availability of Access Control Devices
<p>Definition of SLA</p>	<p>Availability shall be measured for (a) Main Controller, (b) All Card Readers installed for DC Room Entry and Exit and for Entry to Communication Room, UPS Room, Staging Room, Media Storage Room, (c) 80% of other card readers installed excluding as given in (b) above.</p>
<p>Process to capture Raw Data for SLA Calculation</p>	<p>The raw data for the calculation of this SLA are the incidents raised in Access control device installed at Data center i.e. Amadeus in the event of unavailability of micro Access controller.</p>

	<p>Incidents pertaining to the unavailability of Access card Readers can't be captured by the Access control device and hence, these are inspected by the DCSO on a sample basis every month. SLA penalty will be levied based on the report submitted by the DCSO.</p> <p>The sample taken by DCSO must be selected in such a way that all the access card readers as part of the scope of this SLA are covered in the period of three months with a minimum of 30% coverage each month.</p> <p>Apart from the DCSO audit, unavailability of access card readers reported by any stakeholder must also be accounted for while calculating this SLA. The detailed report highlighting the time and duration of occurrence must be maintained by bidder.</p> <p>For the access cards mentioned in point (c) in 1st row above, 80% of the card readers must meet the desired availability of 99.962% to avoid penalty.</p> <p>Note: The downtime for access card readers is calculated through the DCSO audit based on the assumption that the unavailability can't be captured on the access card readers. UIDAI may propose to change the methodology for calculating the downtime for access card readers in case the unavailability can be captured through a tool.</p>			
<p>SLA calculations</p>	<p>The downtime for main controller will be extracted from the reports for the incidents caused by non-availability of Main controller. The downtime will be the cumulative time difference in start of alarm and End of alarm for all such incidents.</p> <p>Following steps to be followed for Calculation of this SLA:</p> <ol style="list-style-type: none"> 1. Obtain the report of incidents from Access control device tool i.e. Amadeus. 2. Any incident raised in the Access control device is having two time stamps i.e. Start of Alarm (SOA) and End of Alarm (EOA). 3. Downtime will be the difference in the SOA and EOA. 4. Total downtime for the reporting period will be the consolidated downtime of all such incidents mentioned above. 5. Downtime for access card readers will be taken from the DCSO audit report as well as from the report maintained by bidder for incidents reported by any stakeholder 6. Final Cumulative Downtime of this SLA will be the sum of downtime captured in step 4 and step 5 <p>Availability = {1-(Downtime) / (Total Time – Maintenance Time)}*100</p>			
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Availability</td> <td style="width: 33%; text-align: center;">Downtime</td> <td style="width: 33%; text-align: center;">Penalty</td> </tr> </table>	Availability	Downtime	Penalty
Availability	Downtime	Penalty		

Penalty Calculation	>= 99.962%	16.63 minutes per month	No penalty
	>= 99.932% to < 99.962%	<= 29.77 minutes to >16.63 minutes of downtime	0.5 % of the applicable Quarterly O&M charges of the data center
	< 99.932%	> 29.77 minutes of downtime	2.0 % of the applicable I Quarterly O&M charges of the data center
Measurement Interval	Monthly		
Reports and data to be submitted	DCSO Audit Report		

6.6.5 Availability of DCIM, IBMS Tool and Helpdesk Tool

SLA Description	Availability of DCIM and IBMS Tool
Definition of SLA	Availability shall be measured for Application and Database including the respective hardware (Service uptime)
Process to capture Raw Data for SLA Calculation	<p>The raw data for the calculation of this SLA can be captured from the respective system/application logs.</p> <p>In order to maintain the high availability of the services, Bidder may configure the required infrastructure appropriately. The downtime shall be calculated from the time when the Application/Hardware failure has been observed by DCMA/any other stakeholder. Incident Ticket has to be generated immediately after that and response time /resolution time will be governed as per respective SLA clause. The exact downtime may be obtained when the system is restored.</p> <p>In case of failure of Helpdesk Ticketing tool itself, the Ticket has to be raised on mail manually and all the parameters to be entered in the Helpdesk Ticket Tool once it is restored.</p> <p>Note that UIDAI may propose to change the methodology for calculating the downtime for Applications in case the unavailability can't be captured through a tool.</p>
SLA calculations	<p>The downtime for the application will be extracted when the Application/Hardware has been restored by DCMA. The downtime will be the cumulative time difference in start of logs and end of logs for all such incidents.</p> <p>The maintenance time (Planned downtime can be availed by the bidder only with the prior written approvals from UIDAI)</p>

	Availability = {1-(Downtime) / (Total Time – Maintenance Time)} *100		
Penalty Calculation	Availability	Downtime	Penalty
	>= 99.962%	16.63 minutes per month	No penalty
	>= 99.932% to < 99.962%	<= 29.77 minutes of downtime to >16.63 minutes of downtime	0.5 % of the applicable Quarterly O&M charges of the data center
	< 99.932%	> 29.77 minutes of downtime	2.0 % of the applicable I Quarterly O&M charges of the data center
Measurement Interval	Monthly		
Reports and data to be submitted	DCSO Audit Report		

6.6.6 DC Internal Civil works and Minor Electrical/Mechanical repairs

SLA Description	DC Internal Civil works and Minor repairs
Definition of SLA	DCMA should maintain sufficient inventory to carry out civil, mechanical and electrical repairs without any disruption to Operations. This Shall be measured for any repairing works which shall obstruct the operation.
Methodology	<p>The raw data for the calculation of this SLA are the tickets raised in Helpdesk tool i.e. Athenta in the event of any civil, mechanical and electrical repair work in the Data Center existing Infrastructure facilities.</p> <ol style="list-style-type: none"> 1. The service tickets are raised by UIDAI representative in the Helpdesk tool for any such repair. 2. The resolution time for these requests shall be tracked from Helpdesk tool for the corresponding service tickets.
SLA Calculation	<p>Steps for the calculation of SLA:</p> <ol style="list-style-type: none"> 1. Obtain the report from Helpdesk tool for all the months of the reporting period. 2. The resolution time shall be calculated for each such service ticket. 3. The resolution time for each request should not exceed 6 hrs for electrical and mechanical work and 24 hours for civil work. Resolution time shall be calculated as per Resolution Time SLA.

	Target	Penalty
Penalty calculation	If repaired within 6 hours for electrical and mechanical and 24 hours for civil work	No Penalty
	For delay of every 6 hours for electrical and mechanical and 24 hours for civil work.	1% of the applicable Quarterly O&M Charges of the data center
Measurement Interval	Quarterly	
Reports and data to be submitted	Report will be generated for service tickets from Helpdesk report	

6.7 Average PUE

SLA Description	Average PUE (Power Usage Effectiveness)
Definition of SLA	<p>“PUE” shall be measured quarterly as stipulated in the RFP. SLA penalty shall be applicable on Quarter average PUE by taking average of three applicable month’s average PUE.”</p> <p>Quarterly Average PUE= (M1 Average PUE+M2 Average PUE +M3 Average PUE)/3</p>
Process to capture raw data for SLA calculations	<p>The raw data for the calculation of this SLA shall come from the DCIM tool.</p> <p>DCIM continuously gathers Energy consumption meter readings installed at the HT panel and DG panel</p> <p>$PUE (Q_i) = \text{total DC load} / \text{Actual IT load}$</p> <p>Total Data Center load is comprised of the total Electrical and Mechanical load being consumed in the entire Data Centre to support and run the IT infrastructure installed inside Data Centre.</p> <p>Total DC Facility Load shall be measured at HT and DG panel on a monthly basis</p> <p>Actual IT load comprises the cumulative load at both the sources (PDUs). This shall be measured at PDU Level on a monthly basis.</p>
SLA Calculation	<p>$PUE = \text{total DC load} / \text{Actual IT load}$</p> <p>The Quarter average PUE may then be calculated as follows: $\text{Average PUE} = \{PUE(M1) + PUE(M2) + PUE(M3)\} / 3$</p> <p>The SLA shall then be calculated by considering this average PUE value.</p> <p>The average IT load for each month shall be considered and the applicable penalty against each month’s IT load shall be determined.</p> <p>Example (For HDC):</p>

	PUE (M1) = 1.6 PUE (M2) = 1.58 PUE (M3) = 1.62 Average PUE (quarter) = 1.60		
Penalty Calculation	Average PUE	If avg IT load is between 50%-100% (1153kW~2306kW)	If avg IT load is between 25%-50% (577kW~1152kW)
	< 1.60	No Penalty	No Penalty
	>=1.60 and <1.65	Penalty- 2.5% of the applicable quarter's O&M charge of the data center	Penalty- 1.25% of the applicable quarter's O&M charges of the data center
	>=1.65	Penalty-5% of the applicable quarter's O&M charge of the data center	Penalty- 2.25% of the applicable quarter's O&M charge of the data center
Measurement Interval	Quarterly		

6.8 Response Time

SLA Description	Response time
Definition of SLA	Response time is the time taken by DCMA to respond to UIDAI once the problem/issue is logged with DCMA.
Process to capture raw data for SLA calculation	<p>The raw data for calculation of this SLA are the Helpdesk (Service/Incident) tickets raised by DCMA in the Helpdesk Tool in response to any request raised by UIDAI representatives/other Stakeholders or by DCMA itself if any issue (Problem/Incident) is detected in any service/system under the domain of DCMA.</p> <p>In order to monitor this SLA, following points shall be considered:</p> <ol style="list-style-type: none"> 1. A helpdesk tool i.e. Athenta is installed at the DC. UIDAI representatives/other stakeholders or even DCMA representatives may raise the request to Helpdesk Team of DCMA for service in a day to day routine in the form of Service Tickets. 2. In case of Service Calls "Response time" will be the time taken by DCMA to create a Service Ticket for attending the Problem when the same is communicated to DCMA by email/SMS/telephonic call etc. by UIDAI/MSP/CISF/FMS/Housekeeping/Other stake holders concerned. An acknowledgement mail has to be sent to the UIDAI/concerned stakeholder immediately after generation of the Service Ticket.

	3. In case of Incidents, Response time shall be calculated from the time interval between the time of occurrence of Incident (as per system log) till the generation of Incident Ticket. An intimation mail has to be sent to UIDAI/concerned stakeholders immediately after generation of the Incident Ticket.	
SLA Calculation	The SLA to be calculated by obtaining the service /incident tickets from the helpdesk tool. (i) For Service Tickets: Calculate the difference between the time at which call/telephone/email from UIDAI/any other stakeholder was received by DCMA for raising a Service Ticket and the time till the generation of Service Ticket. (ii) For Incident Tickets: Calculate the time interval between the time of occurrence of Incident (as per system log) till the generation of Incident Ticket.	
Penalty Calculation	Target	Penalty
	100% calls to be responded within 15 minutes	No Penalty
	Calls not responded	0. 1% of the applicable Quarterly O&M charges of the data center for every 15 minutes of delay on an incremental basis for every service/incident not responded.
Measurement Interval	Quarterly	
Reports and data to be submitted	Report will be generated for service tickets from Helpdesk report	

6.9 Resolution Time

SLA Description	Resolution time
Definition of SLA	“ Resolution Time ”, means time taken by the DCMA staff to troubleshoot and fix the problem from the time the call has been logged at the DC Service desk till the time the problem has been closed.
Process to capture Raw Data for SLA Calculation	The raw data for calculation of this SLA is the service/incident tickets raised in helpdesk tool. In order to monitor this SLA, following points will be considered: <ol style="list-style-type: none"> 1. The resolution time shall be the time difference between the time at which service ticket is opened for an incident and the time at which the same service ticket is closed. 2. In case, the requests are raised via email from UIDAI to helpdesk team, the resolution time will be the time difference between the time at which Email request was sent and the time of resolution of incident.

SLA Calculation	<p>Steps to be followed while calculation of this SLA:</p> <ol style="list-style-type: none"> 1. Obtain the service tickets from the Helpdesk tool for a particular period 2. Calculate the time difference between the time at which service ticket is opened for an incident and the time at which the same service ticket is closed OR the difference between the time at which email was sent by representative of UIDAI for a service request and the time at which the ticket was resolved. 	
Penalty Calculation	Target	Penalty
	100% calls to be resolved within 6 hours for critical calls, within 24 hours for major and minor calls or as per respective SLA duration whichever is lower.	No Penalty
	For critical calls which are not resolved in 6 hours	1% of the applicable Quarterly O&M charges of the data center for every 6 hours of delay on an incremental basis for every unresolved call.
	For Major calls which are not resolved in 24 hours	1% of the applicable Quarterly O&M charges of the data center for every 24 hours of delay on an incremental basis for every unresolved call.
For Minor calls which are not resolved in 24 hours	.5% of the applicable Quarterly O&M charges of the data center for every 24 hours of delay on an incremental basis for every unresolved call.	
Measurement Interval	Quarterly	
Reports and data to be submitted	Report will be generated for service tickets from Helpdesk report	
Definition of Calls	<p>Critical Incidents Calls – Incidents which may lead to business impact. Major Incidents Calls– Incidents because of which monitoring of DC parameters or redundancy is at stake. Minor calls – Services calls are minor incidents and these does not impact the DC technical parameters The categorization of calls will be carried out by UIDAI and its decision will be final.</p>	

6.10 Submission of MIS and Quarterly Reports

SLA Description	Submission of MIS Reports
Definition of SLA	The bidder shall submit the defined MIS and quarterly reports as per the scope of work

Process to capture Raw Data for SLA calculation	Submission of Monthly Report by 7th day of the subsequent month of the reporting month quarter by mail. Submission of Quarterly Report by 10th day of the subsequent month of the reporting quarter by mail.	
SLA Calculation	Calculation of the number of days of delay in submission of Monthly & Quarterly Report after 7 th day& 10th of the month respectively.	
Penalty Calculation	Target	Penalty
	Submission of Monthly Report by 7 th day of the month after the reporting month. Submission of Quarterly Report by 10 th day of the month after the reporting quarter.	No Penalty
	Delay beyond the date of submission	0.1% of the applicable Quarterly O&M charges of the data center for every day's delay on an incremental basis.
Measurement Interval	Monthly and Quarterly	
Reports and data to be submitted	MIS and quarterly Reports	

6.11 Reporting of Incidents

SLA Description	Reporting of incidents
Definition of SLA	Any failure/ incident on any part of the Data Centre infrastructure or its facilities shall be communicated to UIDAI with details of facility affected, downtime, etc. as applicable.
Process to capture raw data for SLA calculations	<p>The raw data for the calculation of this SLA is the Emails being received by the UIDAI at the occurrence of any malfunction in the existing facilities installed inside Data Center.</p> <p>In order to monitor the SLA, following points shall be considered:</p> <ol style="list-style-type: none"> 1. DCMA shall submit the incident report to UIDAI with the details of services affected, RCA, action and remedy via Email. 2. UIDAI or an agency on behalf of UIDAI will audit the actual occurrence of such incidents reported by bidder from the logs and reports of monitoring tools i.e. DCIM, IBMS, Amadeus and cross verify with respective Emails received by UIDAI.
SLA Calculation	SLA will be calculated based on the audit conducted by UIDAI or an agency on behalf of UIDAI.

	Target	Penalty
Penalty Calculation	100% incidents to be reported to UIDAI within 30 minutes with the details of services affected, cause, action and remedy.	No Penalty
	Reporting of incident beyond 30 minutes	1% of the applicable Quarterly O&M charges of the data center for every hour's delay on an incremental basis.
Measurement Interval	Monthly	
Reports and data to be submitted	Incident report & Audit Report	

6.12 Scheduled Maintenance

SLA Description	Scheduled Maintenance
Definition of SLA	Measures timely maintenance of the equipment installed at the data center. DCMA shall provide a detailed Planned Preventive Maintenance (PPM) Schedule for the entire calendar year for all equipment under DCMA scope.
Process to capture raw data for SLA calculations	The raw data for calculation of this SLA is the scheduled maintenance plan for each quarter against activities mentioned in the PPM plan. DCMA will share a PPM plan at the beginning of calendar year. DCMA also has to intimate UIDAI official 3 days in advance for the scheduled maintenance activity via Email.
SLA Calculation	All the PPM activities scheduled in the quarter with the scheduled start and end time needs to be submitted by the bidder. These activities should be mapped with the PPM plan shared at the beginning of the year along with AMC assurance from OEM.
Penalty Calculation	0.1% of the applicable Quarterly O&M charges of the data center for every non-compliance.
Measurement Interval	Quarterly
Reports and data to be submitted	PPM Plan

6.13 Implementation of Audit Report

SLA Description	Implementation of Audit recommendation
Definition of SLA	Implementation of recommendations of previous infrastructure audit at Data Centre and which have been agreed upon to be implemented by the bidder
Process to capture raw data for SLA calculations	<p>The data required is captured manually by referring the previous audit report.</p> <p>In order to monitor this SLA, following points will be considered:</p> <ol style="list-style-type: none"> 1. Bidder will submit the present status of all the observations coming from various Audits happened in the respective Quarter. 2. All the suggested recommendations shall be implemented by bidder on mutually agreed timelines with UIDAI.
SLA Calculation	SLA to be calculated based on the status of the recommendations of the last audit report
Penalty Calculation	0.1% of the applicable quarters O&M charges of the data center for every non-compliance.
Measurement Interval	Quarterly
Reports and data to be submitted	Infrastructure audit report

6.14 Maintenance of Inventory

SLA Description	Maintenance of Inventory
Definition of SLA	The bidder shall maintain an inventory of all items that will be required on an ongoing basis.
Process to capture raw data for SLA calculations	<p>A Helpdesk tool has been installed to keep track of all the Assets installed inside Data center.</p> <p>A report may be generated from helpdesk tool for all the assets installed inside Data Center.</p>
SLA Calculation	UIDAI will audit the inventory list on sample basis. The sample taken must be selected in such a way that 20% of the assets are covered in the quarter. The auditor must check for all the details captured in the helpdesk tool including asset name, location, serial number, make and model etc.
Penalty Calculation	0.1% of the applicable quarters O&M charges of the data center for every non-compliance.

Measurement Interval	Quarterly
Reports and data to be submitted	Asset Inventory List

6.15 Fire Prevention, Detection & Suppression

SLA Description	Fire Prevention, Detection & Suppression
Definition of SLA	UIDAI shall carry out surprise audits at any time both for the Data Centre Gas based System and/or randomly select any Fire Extinguisher in the Data Centre. The bidder is expected to maintain the gas levels as per the refill specifications laid out for the Fire Management System and Fire Extinguishers, Suppression System
Process to capture raw data for SLA calculations	The data for calculating this SLA shall be taken from the audit reports.
SLA Calculation	UIDAI to carry out audit on a sample basis. The sample must be selected in such a way that a minimum 30% of the gas-based systems, suppression system and fire extinguishers are covered during a particular audit. SLA to be calculated based on the findings of the audit report.
Penalty Calculation	1% of the applicable Quarterly O&M charges of the data center for every non-compliance
Measurement Interval	Random
Reports and data to be submitted	Audit Reports

6.16 Resource Availability for Data Centre Management Services

SLA Description	Resource availability for Data Centre Management Services
Definition of SLA	No. of shift days for which resource present at the designated location / Total no. of shift days.
Process to capture raw data for SLA calculations	DCMA shall produce access logs from access control systems installed at the entry of DC. However, UIDAI may verify the same from the BAS installed at the entry of DC.
SLA Calculation	No. of shift days for which a resource present at the designated location /Total no. of shift days. For 24 X7 and 31 days Month, Total no. of shifts =93(considering 3 shifts during the day)

	For General Shift and 31days Month, Total no, of Shifts = (No of days in the month -Sundays-National Holidays as per UIDAI.)	
Penalty Calculation	Target	Penalty
	99% averaged over all resources designated for DC management services and calculated on a quarterly basis	No Penalty
	>=97 % to < 99% averaged over all resources designated for facility management services and calculated on a Quarterly basis	0.5% of total Quarterly O&M charges of the data center
	>=95 % to < 97% averaged over all resources designated for facility management services and calculated on a Quarterly basis	1% of total Quarterly O&M charges of the data center
	< 95 % averaged over all resources designated for Facility management services and calculated on a Quarterly basis.	2.5% of total Quarterly O&M charges of the data center
Measurement Interval	Quarterly	
Reports and data to be submitted	Access Control Log Report	

6.17 Problem Management

6.17.1 General

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

6.17.2 Problem Management Procedures

- a) Bidder is expected to resolve problems on an immediate basis based on self-detection, instrument indication or on the basis of UIDAI complaints.
- b) It is not expected that action is taken only when UIDAI lodges a complaint.
- c) Whenever a problem is detected, it is the Bidder's responsibility to fix the problem based on the defined Service Level Management process and procedures.

- d) In case of a business or technology related problem for which a consensus is not arrived at, either UIDAI or bidder may raise an issue by documenting the problem, covering a reasonably objective summary of both points of view, identifying the specific point/s of disagreement with possible solutions.
- e) A meeting or conference call will be conducted to resolve the issue in a timely manner, depending upon the type of problem. The documented issues will be distributed to the participants at least one day prior to the discussion if the issue is not an emergency requiring immediate attention.
- f) UIDAI and DCMA shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. DCMA shall then communicate the resolution to all concerned stakeholders.
- g) In case any problem/ issues still remain unresolved, the arbitration procedures described in the Contract shall be applicable.

6.17.3 Contractual Service Levels and its Change Control

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

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

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

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

b) SLM Change Process

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

c) Version Control

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

6.17.4 Responsibilities of the Parties

6.17.4.1 Bidder

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

- (i) Management and Compliance of the Service Levels on an ongoing basis
- (ii) Reporting problems to UIDAI within the stipulated time

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

6.17.4.2 UIDAI

UIDAI shall be responsible for:

- (i) Reporting defects and problems to the DCMA as soon as possible.
- (ii) Assisting DCMA in management of the Service Levels.
- (iii) Providing early warning of any organizational, functional or technical changes that might affect DCMA’s ability to deliver the services.
- (iv) Assisting DCMA to address and resolve issues from time to time.

6.17.5 Penalties

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

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

6.18 Onboarding of Resources and Submission of AMC Certificates

SLA Description	Onboarding of Resources and Submission of AMC Certificates
Definition of SLA	The bidder has to ensure onboarding of the minimum number of resources as per clause 5.8.4 for both the data centers on the start date of the contract (start date of contract would be mentioned on the NOA) Before the end of transition period (refer clause 5.1.2), bidder has to submit the AMC certificates for all the system/sub-system issued by OEM or OEM authorized vendors
SLA Calculation	For onboarding of resources delay days will be calculated as date on which all the resources as per clause 5.8.4 have been on boarded minus date of start of the contract of the given data center For submission of AMC certificates, delay days will be calculated as date on which all the AMC certificates have been submitted minus the date of end of transition period of the given data center
Penalty Calculation	Penalty will be applied separately for each data center

	<p>0.1% of value A plus value C for Bengaluru data center and value B plus value D for Manesar Data Center as per clause 4.2.2 for each day of delay in onboarding of resources</p> <p>0.1% of value A plus value C for Bengaluru data center and value B plus value D for Manesar Data Center as per clause 4.2.2 for each day of delay in submitting the AMC certificate for all the system/sub-system.</p> <p>For example: for a delay of 3 days at Bengaluru data center, penalty will be 0.3% of Value A plus Value C as quoted in clause 4.2.2</p>
Measurement Interval	One-time SLA

7 SECTION VII – Appendices

7.1 Appendix A– Contract

CONTRACT

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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

A. Bid Document No _____ regarding _____ including

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

(vi)	Service Level Agreements	Section VI
(vii)	Appendix	Section VII

- B.** Clarifications issued by the Purchaser and successful bidder.
- C.** Pre-Qualification, Technical and Commercial proposals submitted by DCMA.
- D.** Order No. _____ dated _____ placed on DCMA.
- E.** Acceptance of the order vide No. _____ dated _____ by DCMA.
3. In consideration of the payments to be made by the Purchaser to DCMA as hereinafter mentioned, DCMA hereby covenants with the Purchaser to provide the services with effect from _____ at Bengaluru Data Centre and with effect from _____ at Manesar Data Centre and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.
4. The Purchaser hereby covenants to pay DCMA in consideration of the provision of the Services as listed in Table below and the remedying of defects therein, the Contract Value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

S No	Item	Cost In INR	Taxes and other duties in INR	Total Cost (Including taxes)
1	Manpower Cost at Bengaluru Data Centre			Value-A
2	Manpower Cost at Manesar Data Centre			Value-B
3	Equipment Management and Operations Cost at Bengaluru Data Centre			Value-C
4	Equipment Management and Operations Cost at Manesar Data Centre			Value-D
	Total Cost for Manpower and Equipment Management and Operations including Taxes (A+B+C+D) (in figures)			
	Total Cost for Manpower and Equipment Management and Operations including taxes (A+B+C+D)(in words)			

5. TOTAL CONTRACT VALUE:(Rupees)

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

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

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

Signature -----
Name -----
Designation _____
Address -----
Date -----
Place : New Delhi

Signature -----
Name -----
Designation _____
Address -----
Date -----
Place New Delhi

In the presence of:

Signature -----
Name -----
Designation _____
Date -----
Place : New Delhi

In the presence of:

Signature -----
Name -----
Designation _____
Date -----
Place New Delhi

7.2 Appendix B – Performance Bank Guarantee

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

Ref: _____ Date _____

Bank Guarantee No. _____

To

**The Assistant Director General (Technical)
Unique Identification Authority of India (UIDAI),
8thFloor, UIDAI HQ,
Bangla Sahib Road, Gole Market,
New Delhi – 110001.**

1. Against contract vide Advance Acceptance of the Bid No. _____ dated _____ covering _____ (hereinafter called the said "Contract") entered between the Unique Identification Authority of India (UIDAI) (hereinafter called the "Purchaser") and _____ (hereinafter referred to as the "Data Centre Maintenance Agency" or "DCMA") this is to certify that at the request of DCMA 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 DCMA 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 DCMA and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

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

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

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

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

Date _____

Place _____

Witness _____

Signature _____

Printed Name _____

(Bank's common seal)

7.3 Appendix C – Bid Security /Earnest Money Deposit Form

BID SECURITY FORM

Whereas _____ (hereinafter called “the Bidder”) has submitted its bids dated _____ for _____ (hereinafter called “the Bid”).

KNOW ALL MEN by these presents that We _____ of _____ having our registered office at _____ (hereinafter called “the Bank”) are bound unto the **CEO, Unique Identification Authority of India (UIDAI)** (hereinafter called “the UIDAI”) in the sum of _____ for which payment well and truly to be made to the said UIDAI, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are:

1. If the Bidder, having its bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder withdraws the proposal during the Bid validity period or its extended period, if any; or If the Bidder increases the quoted prices after opening of the Proposal during the Bid validity period or its extended period, if any; or
3. If the Bidder, during the Bid process, indulges in any act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization, if any; or
4. If the Bidder, having been notified of the acceptance of its Bid by the UIDAI during the period of bid validity
 - a) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or
 - b) fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP
5. We undertake to pay to the UIDAI up to the above amount upon receipt of its first written demand, without the UIDAI having to substantiate its demand, provided that in its demand the UIDAI 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.

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.

Sealed with common seal of the said Bank this _____ day of _____ 2018

(Authorized Signatory of the Bank)

7.4 Appendix D - Non-Disclosure Agreement

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

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

NOW THEREFORE,

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

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Declaration (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder.
2. Confidential Information does not include information which:
 - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b. information in the public domain as a matter of law;
 - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
 - d. the Bidder is required to disclose by order of a competent court or regulatory authority;

- e. is released from confidentiality with the written consent of the Purchaser.

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

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

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

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

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall ensure that all personnel of the Bidder are bound by confidentiality obligation in relation

to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.
7. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorised Signatory Office Seal:

Name: Place:

Designation:

Date: