

Corrigendum-6 to RFP No. T-11014/10/2017-Tech

S. No.	Clause No.	RFP Pg. No.	Clause as per RFP	Modified Clause					
				Area	Description				
1	1.2.2	11	<table border="1"> <thead> <tr> <th>Area</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Method of Selection</td> <td>L1 based upon Commercial Bid</td> </tr> </tbody> </table>	Area	Description	Method of Selection	L1 based upon Commercial Bid	Method of Selection	L1 based upon Overall Net Present Value (NPV). (However total cost of the project is on actuals mentioned in Annexure 4.2.3 & 4.2.4).
Area	Description								
Method of Selection	L1 based upon Commercial Bid								
				(Changes made in row 1 of clause 1.2.2)					
2	1.3.3 (v)	14	Filled Priced BoQ (excel file) with Model and Make	Filled Priced BoQ (excel file) for items listed in 4.2.3 and 4.2.4 (with Model and Make)					
3	1.3.3 (vi)	14	-	Price of scaling the SAN storage array (Annexure 4.2.5)					
4	2.7 (1)	21	The Bidder shall indicate in the proforma prescribed at clause 4.2.2 to clause 4.2.4, the unit cost and total Bid value of the Goods/ Services, it proposes to provide under the Contract.	The Bidder shall indicate in the proforma prescribed at clause 4.2.2 to clause 4.2.5, the unit cost and total Bid value of the Goods/ Services, it proposes to provide under the Contract.					
5	2.8 (1)	22	Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in Annexure 4.2.2 to Annexure 4.2.4 of Section IV enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.	Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in Annexure 4.2.2 to Annexure 4.2.5 of Section IV enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.					
6	2.25 (2)	31	<p><u>Phase I: Evaluation of Pre-Qualification and Technical Bids</u></p> <p>Bids will be opened in the presence of representatives of the Bidders (not more than two representatives per bidder) who choose to be present as per the date and time indicated by the UIDAI. Firstly <u>Pre-Qualification</u> shall be done and bidders qualifying Pre-</p>	<p><u>Phase I: Evaluation of Pre-Qualification and Technical Bids</u></p> <p>Bids will be opened in the presence of representatives of the Bidders (not more than two representatives per bidder) who choose to be present as per the date and time indicated by the UIDAI. Firstly <u>Pre-Qualification</u> evaluation shall be done and bidders qualifying <u>Pre-Qualification</u> criteria shall be evaluated for Technical qualification criteria. In this phase, the Technical Bids will be reviewed for compliance of the Bid requirements with reference to</p>					

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			<p><u>Qualification</u> criteria shall be evaluated for Technical qualification criteria. In this phase, the Technical Bids will be reviewed for compliance of the Bid requirements with reference to the responses to the technical requirements given in Section IV and schedule of requirements of this Bid Document (Section V). Technical Bids which meet the above mentioned criteria will be eligible for consideration in the subsequent rounds. If required, the UIDAI may seek specific clarifications from any or all Bidder(s) at this stage. The UIDAI shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s). Technical bid shall also contain un priced BoQ (without any cost mentioned)</p>	<p>all the documents listed in Clause 1.3.2 of Section –I of the RFP. Technical Bids which meet the above mentioned criteria will be eligible for consideration in the subsequent rounds. If required, the UIDAI may seek specific clarifications from any or all Bidder(s) at this stage. The UIDAI shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s).</p>
7	2.25 (3)	32	<p>In this phase, the Commercial Bids of the Bidders, who are technically qualified in Phase I, shall be opened. The Commercial Bid should contain the total price, both COST OF EQUIPMENT and post warranty AMC of all Goods/ Services, comprising of all equipment as mentioned in Annexure 4.2.3 to Annexure 4.2.4 of Section IV, proposed to be charged by the Bidder (annexure 4.2.2). Bidder to make sure that quoted cost of AMC is as per clause 2.7(5). If quoted cost of AMC is not as per clause 2.7(5), bid will be summarily rejected even after completion of entire bid process.</p>	<p>In this phase, the Commercial Bids of the Bidders, who are technically qualified in Phase I, shall be opened. The Commercial Bid should comprise of all the documents listed in Clause 1.3.3 of the RFP (<i>as amended at S No. 2 & 3 above</i>). Bidder should make sure that the quoted cost of AMC is as per clause 2.7(5). If quoted cost of AMC is not as per clause 2.7(5), bid will be summarily rejected even after completion of the entire bid process.</p>

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8	2.25 (5)	32	<p>The Overall Net Present Value (NPV) of each technically qualified bidder will be calculated based on the method and formula given in the table below:</p> <table border="1"> <thead> <tr> <th>Components</th> <th>Quoted Price by Bidder</th> <th>NPV</th> </tr> </thead> <tbody> <tr> <td>Value of the 'COST OF EQUIPMENT' (Capex Cost)</td> <td>Total Cost at Annexure 4.2.3 without taxes (say Z)</td> <td>Z</td> </tr> <tr> <td>Value of the 'COST OF EQUIPMENT' (Capex Cost)</td> <td>Total Cost at Annexure 4.2.3 without taxes (say Z)</td> <td>Z</td> </tr> <tr> <td>Value of 'COST OF AMC' (Opex Cost)</td> <td>Total Cost at Annexure 4.2.4 without taxes (say Y)</td> <td>$Y_n = Y/(1+i)^3$</td> </tr> <tr> <td>Price of Scaling the SAN Storage array</td> <td>Total Cost at Annexure 4.2.5 (without taxes) (say X)</td> <td>X</td> </tr> <tr> <td colspan="3">Overall Net Present Value (NPV) = (Z + Yn + X)</td> </tr> </tbody> </table> <p>(Where i=0.0875)</p> <p>(Overall NPV evaluation is only for the purpose of evaluation of lowest bid)</p>	Components	Quoted Price by Bidder	NPV	Value of the 'COST OF EQUIPMENT' (Capex Cost)	Total Cost at Annexure 4.2.3 without taxes (say Z)	Z	Value of the 'COST OF EQUIPMENT' (Capex Cost)	Total Cost at Annexure 4.2.3 without taxes (say Z)	Z	Value of 'COST OF AMC' (Opex Cost)	Total Cost at Annexure 4.2.4 without taxes (say Y)	$Y_n = Y/(1+i)^3$	Price of Scaling the SAN Storage array	Total Cost at Annexure 4.2.5 (without taxes) (say X)	X	Overall Net Present Value (NPV) = (Z + Yn + X)			<p>The Overall Net Present Value (NPV) of each technically qualified bidder will be calculated based on the method and formula given in the table below:</p> <table border="1"> <thead> <tr> <th>Components</th> <th>Quoted Price by Bidder</th> <th>NPV</th> </tr> </thead> <tbody> <tr> <td>Value of the 'COST OF EQUIPMENT' (Capex Cost)</td> <td>Total Cost at Annexure 4.2.3 without taxes (say Z)</td> <td>Z</td> </tr> <tr> <td>Value of 'COST OF AMC' (Opex Cost)</td> <td>Total Cost at Annexure 4.2.4 without taxes (say Y)</td> <td>$Y_n = Y/(1+i)^3$</td> </tr> <tr> <td>Price of Scaling the SAN Storage array</td> <td>Total Cost at Annexure 4.2.5 (without taxes) (say X)</td> <td>X</td> </tr> <tr> <td colspan="3">Overall Net Present Value (NPV) = (Z + Yn + X)</td> </tr> </tbody> </table> <p>(Where i=0.0875)</p> <p>(Overall NPV evaluation is only for the purpose of evaluation of lowest bid)</p> <p>Note – Overall NPV calculated (as shown above) shall supersede the NPV calculated in BOQ. In the BOQ only Z + Yn is being calculated.</p>	Components	Quoted Price by Bidder	NPV	Value of the 'COST OF EQUIPMENT' (Capex Cost)	Total Cost at Annexure 4.2.3 without taxes (say Z)	Z	Value of 'COST OF AMC' (Opex Cost)	Total Cost at Annexure 4.2.4 without taxes (say Y)	$Y_n = Y/(1+i)^3$	Price of Scaling the SAN Storage array	Total Cost at Annexure 4.2.5 (without taxes) (say X)	X	Overall Net Present Value (NPV) = (Z + Yn + X)		
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9	2.25 (6)	33	In case any equipment included Annexure 4.2.3 and 4.2.4 is not quoted by the Bidder, the bid would be rejected as non-responsive. Total contract value shall be as per annexure 4.2.2.	In case any equipment included Annexure 4.2.3 and 4.2.5 is not quoted by the Bidder, the bid would be rejected as non-responsive. However, the initial total contract value shall be as per annexure 4.2.2 only i.e., it would not include Annexure 4.2.5.																																	
10	2.30 (3)	34	Performance Bank Guarantee will be for a total amount equivalent to 5% of total contract value. Multiple PBGs	Performance Bank Guarantee will be for a total amount equivalent to 5% of total contract value (excluding taxes). Multiple PBGs shall be submitted which are as below																																	

S. No.	Clause No.	RFP Pg. No.	Clause as per RFP	Modified Clause
			<p>shall be submitted which are as below</p> <ul style="list-style-type: none"> a) 5% of total CAPEX cost and having validity till T₀+3 years and 5months. However, PBG should remain valid for 60 days beyond Capex obligations. b) 1.25% of total OPEX cost having validity till T₀+4 Year and 5 Months. However, PBG should remain valid for 60 days beyond 4th Year AMC period for which revised PBG at later stage may be submitted if required. c) 1.25% of total OPEX cost having validity till T₀+5 Year and 5 Months. However, PBG should remain valid for 60 days beyond 5th Year AMC period for which revised PBG at later stage may be submitted if required. d) 1.25% of total OPEX cost having validity till T₀+6 Year and 5 Months. However, PBG should remain valid for 60 days beyond 6th Year AMC period for which revised PBG at later stage may be submitted if required. e) 1.25% of total OPEX cost having validity till T₀+7 Year and 5 Months. However, PBG should remain valid for 60 days beyond 7th Year AMC period for which revised PBG at later stage may be submitted if required. <p>(T₀ is date of issue of Lol/NOA by</p>	<ul style="list-style-type: none"> a) 5% of total CAPEX cost and having validity till T₀+3 years and 5months. However, PBG should remain valid for 60 days beyond Capex obligations. b) 1.25% of total OPEX cost having validity till T₀+4 Year and 5 Months. However, PBG should remain valid for 60 days beyond 4th Year AMC period for which revised PBG at later stage may be submitted if required. c) 1.25% of total OPEX cost having validity till T₀+5 Year and 5 Months. However, PBG should remain valid for 60 days beyond 5th Year AMC period for which revised PBG at later stage may be submitted if required. d) 1.25% of total OPEX cost having validity till T₀+6 Year and 5 Months. However, PBG should remain valid for 60 days beyond 6th Year AMC period for which revised PBG at later stage may be submitted if required. e) 1.25% of total OPEX cost having validity till T₀+7 Year and 5 Months. However, PBG should remain valid for 60 days beyond 7th Year AMC period for which revised PBG at later stage may be submitted if required. <p>(T₀ is date of acceptance of Lol/NOA by the bidder)</p>

S. No .	Clause No.	RFP Pg. No.	Clause as per RFP	Modified Clause
			UIDAI)	
11	2.31 (2)	35	-	The Bidder is required to furnish an undertaking that any information made available in the RFP documents or during the bidding process & thereafter shall not be disclosed in any manner by submitting NDA as per Appendix G (clause 6.7) of section VI.
12	3.10.1 (2)	42	<p>This warranty shall remain valid, for 3 Years (36 months) in respect of equipment, or any portion thereof as the case may be, which have been delivered (and commissioned) to the final destination indicated and accepted as part of the scope of this bid. The warranty period shall commence from the date of acceptance of system (i.e. UAT of all the devices by UIDAI after the successful installation and commissioning of the same) or 30 days after submission of ATRR by the bidder, whichever is earlier. In case if the warranty commences without UAT then also, UAT is to be carried out during the currency of warranty at the earliest date.</p>	<p>This warranty shall remain valid, for 3 Years (36 months) in respect of equipment, or any portion thereof as the case may be, which have been delivered (and commissioned) to the final destination indicated and accepted as part of the scope of this bid. The warranty period shall commence from the date of acceptance of system i.e. UAT of all the devices by UIDAI after the successful installation and commissioning of the same or 30 days after submission of ATRR by the bidder, whichever is earlier. In case if the warranty commences without UAT, then also, UAT is to be carried out during the currency of warranty at the earliest date. In case if UAT commences within 30 days of ATRR but is not successful due to default by vendor, in that case, warranty shall be shifted for the duration during which default persisted. Please refer clause 5.4.3 (4).</p> <p>For e.g.</p> <p>If ATRR is submitted by the vendor on 1st January 2018, then UIDAI will commence the UAT on or after 1st January , 2018.</p> <p>i) Scenario 1-UAT gets completed on 20th January, 2018 – Then the warranty for the equipment shall start from 21st January, 2018.</p> <p>ii) Scenario 2- UAT gets completed on 20th February 2018 – then the warranty for equipment shall start from 31st January 2018. However, the terms of SLA as mentioned in Clause 5.4.3 (4) of RFP shall be applicable till the completion of UAT i.e., till 20th February 2018.</p>

S. No .	Clause No.	RFP Pg. No.	Clause as per RFP	Modified Clause
13	3.11.2	44	<p>Post warranty, total annual maintenance charges (Opex cost) of that year would be paid in 4 Nos. of equal quarterly instalments after completion of each quarter of the AMC period. For calculation of yearly AMC charges, 10% increment over the previous year AMC charges will be considered.</p> <p>Thus yearly AMC charges will be calculated from Total AMC changes as below: $Y = Y_4 + Y_5 + Y_6 + Y_7$ $Y = x + (x \cdot 1.1) + (x \cdot 1.1^2) + (x \cdot 1.1^3)$ i.e $Y = x \cdot 4.641$</p> <p>Where $Y =$ Total Cost at Sl.No.2 of Annexure 4.2.3 $Y_4 = x =$ Fourth year AMC Charges = $Y/4.641$ $Y_5 =$ Fifth year AMC Charges = $x \cdot 1.1 = Y \cdot 1.1/4.641$ $Y_6 =$ Sixth year AMC Charges = $x \cdot 1.1^2 = Y \cdot 1.21/4.641$ $Y_7 =$ Seventh year AMC Charges = $x \cdot 1.1^3 = Y \cdot 1.331/4.641$</p> <p>Example : If Rs 4,641 is quotes as total AMC</p>	<p>Post warranty, total annual maintenance charges (Opex cost) of that year would be paid in 4 Nos. of equal quarterly instalments after completion of each quarter of the AMC period. For calculation of yearly AMC charges, 10% increment over the previous year AMC charges will be considered.</p> <p>Note – In case of scaling the SAN Storage array as per Annexure 4.2.5, AMC charges would be incremented up to a maximum of half of the factor of scalability (in percentage).</p> <p>For example, if the SAN storage array is scaled from 1.0 PB to 1.5 PB i.e., by 50%, the AMC charge (Total cost at S No. 2 of Annexure 4.2.2) may be incremented by 25%. AMC cost shall remain unaffected for controllers scaling.</p> <p>The yearly AMC charges will be calculated from Total AMC charges as below: $Y = Y_4 + Y_5 + Y_6 + Y_7$ $Y = x + (x \cdot 1.1) + (x \cdot 1.1^2) + (x \cdot 1.1^3)$ i.e $Y = x \cdot 4.641$</p> <p>Where $Y =$ Total Cost at Sl.No.2 of Annexure 4.2.2 $Y_4 = x =$ Fourth year AMC Charges = $Y/4.641$ $Y_5 =$ Fifth year AMC Charges = $x \cdot 1.1 = Y \cdot 1.1/4.641$ $Y_6 =$ Sixth year AMC Charges = $x \cdot 1.1^2 = Y \cdot 1.21/4.641$ $Y_7 =$ Seventh year AMC Charges = $x \cdot 1.1^3 = Y \cdot 1.331/4.641$</p> <p>Example : If Rs 4,641 is quotes as total AMC charges for total 4 years, then the yearly AMC charges will be considered as below AMC cost for 4th year = $x = 4641/4.641 =$ Rs 1,000/-</p>

S. No.	Clause No.	RFP Pg. No.	Clause as per RFP	Modified Clause
			<p>charges for total 4 years, then the yearly AMC charges will be considered as below</p> <p>AMC cost for 4th year = x = 4641/4.641 = Rs 1,000/-</p> <p>AMC cost for 5th year = $x*1.1 = 4641*1.1/4.641 = Rs 1,100/-$</p> <p>AMC cost for 6th year = $x*1.1^2 = 4641*1.21/4.641 = Rs 1,210/-$</p> <p>AMC cost for 7th year = $x*1.1^3 = 4641*1.331/4.641 = Rs 1,331/-$</p> <p>The quarterly payment will be (Yearly charges of that year)/4</p> <p>(Yearly AMC cost/Quarterly AMC cost of each equipment/good/hardware shall also be calculated as given above)</p>	<p>AMC cost for 5th year = $x*1.1 = 4641*1.1/4.641 = Rs 1,100/-$</p> <p>AMC cost for 6th year = $x*1.1^2 = 4641*1.21/4.641 = Rs 1,210/-$</p> <p>AMC cost for 7th year = $x*1.1^3 = 4641*1.331/4.641 = Rs 1,331/-$</p> <p>The quarterly payment will be (Yearly charges of that year)/4</p> <p>(Yearly AMC cost/Quarterly AMC cost of each equipment/good/hardware shall also be calculated as given above)</p>
14	4.2.5	68(R)	-	<p>Commercial Bid Form 3 – Price of Scaling the SAN Storage array (For Price Discovery purpose)</p> <p>(Attached at Annexure 1 of this corrigendum)</p>
15	5.4.1 (8)	72	All the personnel employed by the successful bidder/Vendor for this contract shall adhere to the security policy of UIDAI and should follow the policy of UIDAI in terms of software, configuration and services.	All the personnel employed by the successful bidder/Vendor for this contract shall adhere to the IS policy of UIDAI/Aadhaar Act, 2016 and should follow the policy of UIDAI in terms of software, configuration and services. The IS policy of UIDAI shall be shared with the successful bidder/Vendor while on-boarding.
16	5.4.2.2 (1)	72	Adhere to the goods movement procedures and policies defined by UIDAI.	Adhere to the goods movement procedures and policies defined by UIDAI (to be shared while on-boarding)
17	5.4.2.5 (3)	74	-	The successful bidder/vendor shall provide a front end web-tool portal for UIDAI to log and monitor tickets raised by UIDAI.
18	6.4 (1)	89	Proposed usable capacity of SAN storage array - 1.0 PB with RAID configuration as follows 100% capacity with RAID 6 (14+2)	Proposed usable capacity of SAN storage array - 1.0 PB (scalable upto 2.0 PB in future) with RAID configuration as follows 100% capacity with RAID 6 (14+2)

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			97% SAS HDD Disks and 3% - SSD/FMD Drives shall be supplied. Enterprise grade MLC Flash has to be proposed. Max disk size shall be 8TB RPM of SAS HDD – 15K or 10K	97% SAS HDD Disks and 3% - SSD/FMD Drives shall be supplied. Enterprise grade MLC Flash has to be proposed. Max disk size shall be 8TB RPM of SAS HDD – 15K or 10K
19	6.7 (Appendix G)		-	Non-Disclosure Agreement (Attached at Annexure 2 of this corrigendum)
20	6.8 (Appendix H)		-	Contract (Attached at Annexure 3 in this corrigendum)

4.2.5. Commercial Bid Form 3 – Price of Scaling the SAN Storage array (For Price Discovery purpose)

Annexure 4.2.5

Note –

1. The following items have been added within the Commercial Bid of the RFP for price discovery. These items may not be ordered along with initial PO/NoA and therefore are not part of the initial contract. However, these items will be considered for commercial evaluation as per clause 2.25 (3) and 2.25 (5) of the RFP.
2. The cost of these additional items should be valid for the duration of warranty of the contract as per clause 3.10.1 (2) of the RFP.
3. On scaling the SAN storage array in the future, the contract value would be readjusted accordingly. The Warranty and/or AMC duration of the scaled SAN storage array, therefore, would run concurrent to the existing contract i.e., warranty/AMC commencement/completion dates of the SAN storage array shall remain unaffected even after scaling.
4. The payment schedule even for scaling the SAN storage array would be as per clause 3.11.1 of the RFP.
5. Scaling of the SAN Storage array must happen without disruption or downtime of the Storage system.
6. The PBG against the PO for scaling of SAN storage array shall be submitted within 15 days of receipt of PO. Multiple PBGs shall be submitted as under –
 - a) 5% of the CAPEX cost (as per the PO for scaling of SAN storage array) having validity till 60 days beyond the CAPEX obligation of the initial contract.
 - b) 1.25% of the incremental OPEX cost (as per the PO for scaling of SAN storage array) having validity till 60 days beyond the OPEX obligation of each year of AMC period.
7. SLAs specified under clause 5.4.3 & clause 5.4.4 shall apply on scaled up system also.
8. All the relevant clauses of the RFP may be deemed to be modified accordingly.
9. UIDAI reserves the right to procure equipment required for scaling up the SAN storage array from sources other than the successful bidder.

S. No	Equipment Description	Make and Model	Rate Rs. (without Taxes)
Manesar/Hebbal			
1	Scaling of SAN Storage array by additional 100 TB with required licenses, accessories. *		
2	Scaling of SAN Storage array by one additional controller pair (same make/model as proposed in the contract)**		
Total Cost (without taxes) -			
Total Cost (in Words) -			

*** (Same rate per 100 TB shall be applicable for scaling up to additional 1.0 PB)**

**** (Same rate per additional controller pair shall be applicable for scaling up to three additional controller pairs)**

6.8 Appendix G - Non-Disclosure Agreement

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

This Non-Disclosure Agreement ("Agreement") is executed on ___ day of ___ 2018 ("Effective Date"), by and between:

Unique Identification Authority of India or UIDAI, through its Chief Executive Officer, having its office at 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001, (hereinafter referred to as the "**Authority**" which expression shall, unless repugnant to the context and meaning include its successors, administrators and assigns) of the ONE PART;

AND

_____, a Company duly registered under the Companies Act 1956 / 2013, through its authorized representative [Name] holding the designation [Designation], having its registered office at [address], (hereinafter referred to as the "**Bidder**" which expression shall, unless repugnant to the context and meaning, include its successors, administrators, executors, attorneys, agents and assigns) of the OTHER PART.

WHEREAS:

- A. The Bidder is desirous of bidding for Bid No..... covering "Supply, Installation, Commissioning and Post-Warranty Maintenance of Storage Solution" (hereinafter called the said 'RFP') issued by the Authority.
- B. The Bidder is aware and confirms that the Authority's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Authority 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 Authority. [Revise as per your requirement]

NOW THEREFORE,

In consideration of disclosure of confidential information, and in order to ensure the Authority's grant to the Bidder of specific access to Authority'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 Authority shall include without limitation, any and all information in written, representational, electronic, verbal or other form, whether or not expressly marked as "Confidential", relating directly or indirectly to inventions, processes, products, methodologies, algorithms, risk matrices, thresholds, parameters, reports, data, models, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies, operating techniques, source codes, object codes, "know how", drawings, designs, patents, copyright, trademarks, trade secrets, unpublished records 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 Authority.

2 Subject to clause 11 of this Agreement, it is hereby agreed by the Bidder that this Agreement shall apply in perpetuity and shall survive the termination of any other contract, agreement, arrangement or understanding entered into by or executed between the Authority and the Bidder.

3 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 Authority.

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

4 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 the degree of confidentiality shall be 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 Authority 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, provided such employees, agents and representatives have duly executed a Non-Disclosure Agreement with the Bidder, to maintain confidentiality of the Confidential Information disclosed to them; and
- d) to treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

5 The Bidder agrees to indemnify the Authority against any and all losses, damages, claims, or expenses incurred or suffered by the Authority as a result of the Bidder's breach of this Agreement.

6 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 Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority 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 undertakes that it shall be liable for any and all unauthorized access to and disclosure of Confidential Information by any of its employees, agents and / or representatives.

7 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.

- 8** *The Bidder agrees that upon termination/expiry of this Agreement or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.*
- 9** *Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and/or termination of the contract or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the Authority 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 Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.*
- 10** *In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall notify the Authority within 24 hours and render best effort assistance to the Authority to enable the Authority 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 Authority. 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.*
- 11** *The Bidder covenants and agrees that, during the term of its engagement with the Authority and for twelve (12) months after the termination thereof, regardless of the reason for the termination, the Bidder shall not, directly or indirectly, represent any entity or authority engaged in same or substantially similar nature of work as that of the Authority, anywhere in the world, for any work which is similar to the Bidder's scope of work as provided by the Authority.*
- 12** *This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India. The Recipient in the provision of its services under the contract shall be governed at all times by the provisions of Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the regulations framed there under as amended from time to time. Notwithstanding anything contained therein, if the Recipient contravenes any provisions of Aadhaar Act, 2016 and the Regulations framed there under, as applicable to the services rendered under the RFP and / or this Agreement, the Recipient shall be liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this Agreement.*
- 13** *The Bidder understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Authority irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the Authority shall have the right*

to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Authority shall deem appropriate. Such right of the Authority shall be in addition to Remedies otherwise available to the Authority at law or in equity.

For and on behalf of:

For Authority

(Authorised Signatory Office Seal:)

For Bidder

(Authorised Signatory Office Seal:)

Name:

Designation:

Date:

Place:

Name:

Designation:

Date:

Place:

6.9 Appendix H - Contract

CONTRACT

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

WHEREAS Purchaser is desirous of entering into a contract for Procurement of Storage Solution along with Incidental Services with the **Vendor**, for the Data Centres of Unique Identification Authority of India in Hebbal and Manesar, and has accepted to pay to the **Vendor** the contract amount for provisioning of those goods & related Services at a total value not exceeding (**Rupees**) (hereinafter referred to as “the Contract Value”).

AND WHEREAS the **Vendor** has agreed to provide Goods and Services as listed in Bid Document No_____, as per the rate(s) given in **the table below mentioned hereinafter**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

A. Bid Document No_____ regarding “Supply, Installation, Commissioning and Post Warranty Maintenance of Storage Solution” in the Data Centres of Unique Identification Authority of India, including

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

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

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

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

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

3. In consideration of the payments to be made by the **Purchaser** to the **Vendor** as hereinafter mentioned, the **Vendor** hereby covenants with the **Purchaser** to provide the goods and services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.

4. The **Purchaser** hereby covenants to pay the **Vendor** in consideration of the provision of the Goods and Services as listed in Table below and the remedying of defects therein, the Contract Value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Sl. No.	Equipment Description	Make and Model	Quantity	Rate per Unit Rs.	Tax in % on Unit Rate	Total Capex Cost without Taxes =Col(4) *Col(5)	Total Capex Cost with Taxes = [Col (7) + {Col(7)* Col(6)/100}]
1	2	3	4	5	6	7	8
Cost of Hardware/ Equipment							
1							
2							
Total Cost of Equipment (X)							
Cost of AMC							
Sl. No.	Item Description	Make and Model	Quantity	Total AMC Cost for 4 years per unit Rs.	Tax in % on Unit Rate	Total AMC Cost without Taxes = col (5)* col (4)	Total AMC Cost with Taxes for 4 years = [Col (7) +{Col(7)* Col(6)/100}]
1	2	3	4	5	6	7	8
1							
2							
Total Cost of AMC (Y)							
Total Cost (Z=X+Y)							

5. TOTAL CONTRACT VALUE (Z): (Rupees)

6. Price of Scaling the SAN Storage array-

S. No	Equipment Description	Make and Model	Rate Rs. (without Taxes)
<i>Manesar/Hebbal</i>			
1	<i>Scaling of SAN Storage array by additional 100 TB with required licenses, accessories. *</i>		
2	<i>Scaling of SAN Storage array by one additional controller pair (same make/model as proposed in the contract)**</i>		
Total Cost (without taxes) -			
Total Cost (in Words) -			

** (Same rate per 100 TB shall be applicable for scaling up to additional 1.0 PB)*

*** (Same rate per additional controller pair shall be applicable for scaling up to three additional controller pairs)*

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:

In the presence of:

Signature -----

Name -----

Designation _____

Date -----

Place : New Delhi

Signature -----

Name -----

Designation _____

Date -----

Place New Delhi