

**Unique Identification Authority of India (UIDAI)  
Planning Commission, Government of India**

**Tender document No. : T-11014/57/2013-Tech (Part) – Fin/2**



**REQUEST FOR PROPOSAL  
FOR**

**“Selection of Logistics Service Provider (LSP) for relocation of  
ICT equipments from UIDAI’s collocation Data Centres to captive  
Data Centres”**

**August 2014**

The complete tender document shall be made available to the bidder only after the bidder submits the Non-Disclosure Declaration signed by authorized personnel in stamped paper worth Rs 50 (having power of attorney), format of which is annexed herewith, along with non-refundable Tender fee in form of demand draft of Rs 1000/- in favor 'PAO,UIDAI New Delhi' payable at New Delhi.



## GENERAL INFORMATION

### 1. Background

UIDAI has two Collocation Data Centres (DC) operational at Bengaluru and at Delhi-NCR (Greater Noida). Two captive DC owned by UIDAI, are under construction at Bengaluru and Delhi-NCR (Manesar).

UIDAI intends to select a Logistics Service Provider (LSP) which will be responsible for relocation of ICT infrastructure from Collocation DC to Captive DC. The LSP would be responsible for planning, implementation and post-delivery support activities during DC relocation. LSP is expected to work closely with UIDAI, Managed Service Provider (MSP) or any other party as directed by UIDAI during course of migration execution.

The LSP will also be responsible for the packaging, loading/ handling, transportation, unloading / handling, unpacking and insurance coverage for transfer of ICT infrastructure from Co-located DC to Captive DC.

2. The Tender document (Bid Document) is **not transferable**.

### 3. Important dates:

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

Activity	Date
Sale of Bid document	Upto 1500 Hours on 01 October 2014
Pre-Bid Conference,	1500 hrs on 12 Sep 2014
Last date for submission of written queries	16 Sep 2014
Issue of common set of conditions and clarifications on query	23 Sep 2014
Last date for submission of Bids	07 Oct 2014 before 1500 Hours
Technical Bid opening	07 Oct 2014 at 1530 Hours
Technical Presentation Starts	13 Oct 2014
Commercial bid opening	Will be intimated later

4. Format of Non-Disclosure Declaration to be signed by authorized personnel (having power of attorney) after which complete tender document will be made available to bidders is given in the next page



## Non-Disclosure Declaration

WHEREAS, we the undersigned Bidder, \_\_\_\_\_, having our principal place of business/ registered office at \_\_\_\_\_, are desirous of bidding for Bid No. .... covering "**Selection of Logistics Service Provider (LSP) for relocation of UIDAI's collocation data centres to captive data centres**" (hereinafter called the said 'RFP') to the Deputy Director General, Unique Identification Authority of India, having its office at 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001, hereinafter referred to as 'Purchaser' and,

WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

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

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Agreement ("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.
2. Confidential Information does not include information which:
  - a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - b. information in the public domain as a matter of law;
  - c. is obtained by the Bidder from a third party without any obligation of confidentiality;
  - d. the Bidder is required to disclose by order of a competent court or regulatory authority;
  - e. is released from confidentiality with the written consent of the Purchaser.



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

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
  - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
  - b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - c. to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
  - d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

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

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all



memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

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

**For and on behalf of:**

(BIDDER)

Authorised Signatory

Name:

Designation:

Office Seal:

Place:

Date:

