GOVERNMENT OF INDIA

MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

NEW DELHI

REQUEST FOR PROPOSAL

Supply, Installation, Commissioning And Post Warranty Maintenance of IT Network Equipment

RFP Number: T-11014/23/2017-Tech/Vol-I Dated 15th March, 2018

Disclaimer

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.

2. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.

4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Purchaser nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

Table of Contents

1   Section I – Invitation to Bid

1.1   Preamble

This invitation to bid is for "**Supply, Installation, Commissioning and Post warranty maintenance of IT Network Equipment"** in the Data Centers of Unique Identification Authority of India at Hebbal, Manesar and two upcoming DCs

a)   Bidders are advised to study the Bid document carefully. 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.

b)   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 2.1** should be submitted online only through CPPP website: https://eprocure.gov.in/eprocure/app not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 1.2**. 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.

Manual bids will not be accepted.

c)   Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

d) Tenderer who has downloaded the tender 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 tempered/modified in any manner, tender will be completely rejected and Bid Securing Declaration will be executed/ EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.

e) Intending bidders are advised to visit again UIDAI website www.uidai.gov.in and CPPP website https://eprocure.gov.in/eprocure/app at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

f) The Hard Copy of original instruments in respect of Bid Securing Declaration/EMD, original copy of affidavits, certificate, etc must be delivered to the address as mentioned in the clause 1.2 (b) on or before bid opening date/time as mentioned in critical date sheet. Tenderer may reject the bid for non-submission of payment instrument like DD, etc., against the submitted bid.

g) Bids will be opened as per date/time as mentioned in clause 1.2.1. After online opening of Technical Bid the results of their qualification as well Financial Bid opening date will be intimated later.

h) All Bids must be accompanied by Bid Securing Declaration or **EMD (Earnest Money Deposit) / Bid Security.**

i) The Pre-Qualification criteria for the bidders should be fulfilled for consideration of the bid.

1.2   Schedule for Invitation to Bid

	Name of the Purchaser	The Chief Executive Officer, Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India (GoI), 9th Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001
	Name of the Contact Person for any clarification	Shri Manoj Jain, Deputy Director (Tech), Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India (GoI), 9th Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001. Queries should be submitted via E-mail and followed by paper copy by post E-mail – manoj.jain@uidai.net.in
	Date till which the response to the bid should be valid	180 days from the date of opening of Pre-Qualification Bids.

1.2.1 Important Dates

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

Activity	Date
Published Date	_____ at 1800 Hrs
Pre-Bid Conference Time, Date, & Venue	_____ at 1500 Hrs. Venue: Conference Hall, 3rd Floor, Tower 2, Jeevan Bharti Building, Connaught Circus, Delhi. Note: A maximum of three representatives per Bidder would be allowed to participate. Bidders will have to intimate the details of the attendees at least 2 days prior to the scheduled date of the Pre-bid conference at the email ID : manoj.jain@uidai.net.in mukeshkumar1@uidai.net.in
Submission of Clarification, if any	_____, on or before 1700 Hrs. All the queries should be received on or before the prescribed date & time, through email only with subject line as follows: "RFP for appointment of bidder_Pre Bid Queries _<Bidder's Name>". The queries should be submitted as per the format prescribed in clause 2.5. The Pre-Bid queries to be sent at the email ID : manoj.jain@uidai.net.in mukeshkumar1@uidai.net.in

Clarification / corrigendum to be uploaded on the CPP Portal	_____ on or before 1800 Hrs. Note: Purchaser shall not be obligated to respond to any or all the queries. Purchaser may, at its sole discretion, choose to publish responses to the pre-bid queries and/or any corrigendum on Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) or may send the same through e-mail or any other means.
Bid Submission Start Date	_____ at 1000 hrs
Bid Submission End Date	_____ at 1500 hrs Proposals and supporting documents shall be signed, scanned and uploaded in the format and mode as provided for in the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) for this RFP. Documents should be signed by the authorized signatory of the Bidder.
Opening of Technical Bids	_____ at 1500 hrs Venue: UIDAI HQ, New Delhi Note: A maximum of two representatives per bidder would be allowed to participate
Opening of Financial Bids	**Will be communicated later**

Note: The above dates, time and venue may be altered by the Purchaser at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above table is further elaborated in the subsequent sections of this RFP and the information provided in the table and subsequent sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.

1.2.2 Other Details

Area	Description
Method of Selection	L 1 based upon commercial bid
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
Bid Securing Declaration or Earnest Money Deposit (EMD)	INR 67 Lakhs by Bank Guarantee (as per format attached in Appendix B) or Bid Securing Declaration (as per format in Appendix F)
Submission of EMD (Physical hard copy submission)	Bidders shall submit Bid Securing Declaration / EMD in a sealed envelope titled "Bid Securing Declaration/EMD - RFP for Supply, Installation, Commissioning and Post Warranty maintenance of IT Network Equipment" to the address as mentioned in clause 1.2 (b) before the bid submission end date. Copy of Bid Securing Declaration/EMD also needs to be uploaded on e-procure portal under the separate cover as provided above. If the Bid Securing Declaration/EMD are not received by the prescribed date and time, the Proposal submitted by the Bidder will be liable to be summarily rejected.
Date and time for Opening of Commercial Bids.	To be intimated later
Language of Bid Submission	Proposals should be submitted in English only.

Area	Description
Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.

1.3 Check list

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

1.3.1 Check List of Documents to Be Uploaded in the Pre-Qualification Bid i.e. Packet – 1 (Pre-Qualification Bid, Technical Bid) part I

Details to be referred in clause 2.18.

S. No.	Pre-Qualification Condition	Whether Enclosed (Y/N)	Page No.
(i)	a) Submission and uploaded copy of EMD of the prescribed amount **or Bid Securing Declaration**		
(ii)	Legal Entity/ Registration of company		
(iii)	Registration Certificate (Self-Certificate for compliance with Tax Authorities)		
(iv)	Revenues from System Integration Services		
(v)	Bidder Experience in India		
(vi)	List of certifications		
(vii)	Self-Declaration on Banning of Business		
(viii)	Declaration for authorised signatory as mentioned in clause 2.12		
(ix)	List of documents submitted on Appendix 'G'		

Important Note: Above list should be duly filled and uploaded

1.3.2 Check List of Documents to be Uploaded in Technical Bid i.e. Packet – 1 (Pre-Qualification Bid, Technical Bid) Part II

S. No.	Description	Whether Enclosed (Y/N)	Page No.
(i)	Technical Bid Letter (Annexure 4.1.1)		
(ii)	Manufacturer's Authorization Form (Annexure 4.1.2)		
(iii)	Scanned and also filled excel sheet format of Hardware Compliance Checklist (Appendix E)		

Important Note: Above list should be duly filled and uploaded

1.3.3 Check List of Documents be uploaded in the Commercial Bid i.e. Packet -2 (Commercial Bid)

S. No.	Description	Whether Enclosed (Y/N)	Page No.
(i	Summary of Cost of Goods and Services offered (Annexure 4.2.1)		
(ii	Quoted Cost of Equipment (Annexure 4.2.2)		
(iii	Total Cost of AMC for 4 years (Annexure4.2.3)		
(iv	Filled Priced BoQ (excel file) with Model and Make		

Important Note: Above list should be duly filled and uploaded

2 Section II- Instruction to Bidders

2.1 Procedure for Submission of Bids

a) A two packet Bid System will be followed for this RFP which includes Pre-Qualification Bid, Technical Bid and Commercial Bid. After opening of commercial bid, selection of bidder will be done.

Packet-1(Pre Qualification and Technical bid) having viz.,

- Part I – Bid Securing Declaration/EMD + Checklist with Y/N as mentioned in clause 1.3.1 + Documents as per check list
- Part II - Technical Bid Submission (Checklist with Y/N as mentioned in clause 1.3.2 + Documents as per check list)
  Sequence of documents to be followed as per checklist and proper index to be provided

Packet-2 (Commercial Bid) having viz.,

Financial Bid Submission (Checklist with Y/N as mentioned in clause 1.3.3 + Documents as per check list)
Sequence of documents to be followed as per checklists and proper index to be provided

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) by

clicking on the link. 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 the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. Failure to submit the Bid on time could cause a proposal to 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 in the clause 1.2.1 of this RFP. 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, Bid-Securing Declaration or an EMD amount 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. The Bidder shall seal the EMD envelope containing the original Bank Guarantee. The Bidder shall mark its name and RFP reference number on the reverse of the Bank Guarantee before sealing the same. The address of the Purchaser, Name and Address of the Bidder and the RFP Reference Number shall be marked on the envelope. The envelope shall also be marked with a sentence "NOT TO BE OPENED BEFORE THE DATE AND TIME OF PRE-QUALIFICATION BID OPENING". If the envelope is not marked as above, the Purchaser will not assume any responsibility for its misplacement, pre-mature opening etc.

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.

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 2.1 (a) should be submitted online only through CPPP website: https://eprocure.gov.in/eprocure/app not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 1.2**.

2.3 Bid Securing Declaration or EMD (Earnest Money Deposit)

Bidder may submit either Bid Securing Declaration or EMD

2.3.1 Bid Securing Declaration

a) The Bidders shall submit Bid Securing Declaration (As per Appendix F) in a sealed envelope.

b) Copy of the Bid Securing Declaration should be uploaded onto the CPP Portal and the hardcopy of the same shall be submitted as per guidelines mentioned in clause 2.1.

c) In case the Bid Securing Declaration 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.

d) The Bid Securing Declaration will be executed :

- If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.

- 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 as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

e) The decision of the Purchaser regarding execution of Bid Securing Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

2.3.2 Earnest Money Deposit (EMD)

a) The Bidders shall submit an Earnest Money Deposit (EMD) of Rs. 67 Lakh (Rupees Sixty Seven Lakh only) as 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 days from the last date of bid submission date and the validity of the EMD should be extended in the event the last date of submission of the Proposal is extended.

c) Copy of the EMD instrument should be uploaded onto the CPP Portal in the Bid Cover for EMD and the hardcopy of the same shall be submitted as per guidelines mentioned in clause 2.1.

d) The EMD is required to protect the Purchaser against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances mentioned in clause (i) below.

e) The Indian bidders registered with the Central purchase organisation, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY) or recognized as a startup 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 MSE/NSIC/MeitY/DIPP registration certificate.

f) EMDs of all unsuccessful Bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the awards of contract.

g) 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.

h) 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.

i) The EMD may be forfeited:

- If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.

- 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 as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

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.

2.4 Contents of the Bid Document

1   The Schedule of Requirements of the Goods/Services required, Bid procedures and contract terms are prescribed in the Bid Document. In addition to the Pre-Qualification Bid and Section I – Invitation to Bid, the Bid Document includes:

   a) Section II – Instructions to Bidders;

   b) Section III- General Conditions of Contract;

   c) Section IV – Contents of the Bid

      i.   Technical Bid

      ii. Commercial Bid

   d) Section V- Scope of Work;

   e) Section VI- Appendix

      i.   Performance Bank Guarantee form (Appendix A)

      ii.   Bid Security/Earnest Money Deposit Form (Appendix B)

      iii. List of Locations (Appendix C)

      iv.   Non-Disclosure Agreement (Appendix D)

      v.   Specifications of required hardware and compliance checklist (Appendix E)

      vi.   Bid Securing Declaration Form (Appendix F)

      vii. List of Documents Submitted (Appendix G)

      viii. Contract (Appendix H)

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.

2.5 Clarification of Bid Document

1   A prospective Bidder requiring any clarification of the Bid Document may notify the UIDAI in writing at the UIDAI's mail address indicated in clause 1.2 (b). The queries must be submitted over mail in filled excel as below:

Sr. No	RFP Clause No.	Page number of RFP	Existing Provision in the RFP	Clarification Sought

2   The UIDAI will respond, to request for clarifications of the Bid Document, received not later than the date prescribed by the UIDAI in clause 1.2.1 of this Bid document.

2.6 Amendment to the Bid Document

1   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.

2   The amendment will be notified by UIDAI which will be binding on all bidders.

3   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.

2.7 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 the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

2.8 Bid Prices

1   The Bidder shall indicate in the proforma prescribed at clause 4.2.1 to clause 4.2.3, the unit cost and total Bid value of the Goods/ Services, it proposes to provide under the Contract.

2   The unit cost quoted in the above mentioned proforma will be used to calculate cost for 'change orders', if any.

3   In the absence of any information, as requested above, a bid may be considered incomplete and summarily rejected.

4   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.

5   The cost of AMC without taxes (Opex Cost) (after Warranty of 3 year duration) for 4 year duration can't be less than 30% of the total value of the contract (CAPEX + OPEX) (without taxes). Same is applicable for each equipment/goods/hardware mentioned in the BoQ.

2.10 Firm Prices

1   Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in Annexure 4.2.1 and Annexure 4.2.3 of Section IV enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.

2   The Commercial bid should clearly indicate the price to be charged and should include all taxes, fees and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in Annexure4.2.2 and Annexure 4.2.3 of Section IV.

3   Any change in taxes will be adjusted accordingly in the payment structure.

2.11 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.

2.12 Bidder Qualification

1) The **"Bidder"** as used in the Bid documents shall mean the one who has signed the Bids .Bidder can be a:-
   a. Constituted attorney in which case he/she shall submit a certificate of authority in the form of constituted attorney.
   b. The principal officer, in which case a duly notarized authorization certificate on stamp paper is required to be submitted.

2) It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as constituted attorney or as authorized representative.

3) The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. UIDAI may out rightly reject any bid not supported by adequate proof of the signatory's authority.

2.13 Period of Validity of Bids

1 Bids shall remain valid for 180 days after the date of opening of Pre-Qualification and Technical Bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.

2 In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of Bid Securing Declaration/EMD provided

under Clause 2.3 shall also be suitably extended. However, a bidder will not be permitted to modify its bid.

2.14 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.

2.15 Terms and Conditions of Bidders

1   Printed terms and conditions of the Bidders will not be considered as forming part of their Bids.

2   The Bidder should note that any deviation (s) or non-compliance will lead to rejection of bid.

2.16 Local Conditions

1   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 value.

2   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

3   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 what so ever 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.

2.17 Headings

Headings of conditions hereto shall not affect the construction thereof.

2.18 Conditions for Pre-Qualification of Bidders

The copy of bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract.

Pre-qualification criteria are as shown below:

#	Parameter	Pre-qualification criteria Description	Evidence required
1.	Document	Bid Securing Declaration/EMD is submitted in original and the scanned copy is uploaded	Bid Securing Declaration/Bank Guarantee for EMD The bidder registered with MSE/NSIC/MeitY or recognized as a start up by Department of Industrial policy and promotion (DIPP) may claim exemption from submission of EMD. In this case, the bidder must upload copy of valid registration certificate.
2.	Legal Entity/Registration of Company	Bidder shall be a company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto.	Copy of Certificate of Incorporation OR Copy of Registration Certificates
3.	Registration certificates	The Bidder must be registered with appropriate authorities for all applicable statutory duties/ taxes and comply with all taxation	Self-certificate undertaking on company's letter head duly signed by company's authorized signatory that on the date of bid submission the company is

#	Parameter	Pre-qualification criteria Description	Evidence required
		norms	complying all statutory duties/ taxation norms of India and possesses all necessary certificates to this effect.
4.	Revenues from System Integration Services	Bidder shall have an average annual turnover of at least INR 90 Crores in the last 3 financial years (FY 2014-15, 2015-16, 2016-17) from IT Goods and sevices.	Audited financial statements for the last three financial years (FY 2014-15, 2015-16, 2016-17) clearly mentioning turnover from IT goods and services. In case the turnover on account of IT Goods and services is not mentioned separately in the audited financial statements, the bidder shall provide a certificate from statutory auditor/ Company Secretary/ Company Auditor stating the turnover from IT goods and services in the last three financial years (FY 2014-15, 2015-16, 2016-17), duly attested by company's authorized signatory.
5.	Bidder Experience in India	Bidder shall have proven experience of execution of supply, installation, commissioning and maintenance of project of IT goods and services i.e., servers, storages, networking	(a)(i)Copy of PO/WO + client's completion certificate for projects which are complete; or (a)(ii)Copy of PO/WO + Client's certificate for projects which are

#	Parameter	Pre-qualification criteria Description	Evidence required
		equipments and related software only in Central Govt./State Govt./PSUs/Autonomous Bodies/ private enterprise in last 7 years ending on last day of previous month of closing date of bid submission, of at least: a) One project costing not less than the amount equal to Rs 9 Cr ; Or b) Two projects each costing not less than the amount equal to Rs 6 Cr; Or c) Three projects each costing not less than the amount equal to Rs 3 Cr **For evaluation purpose:** Following projects will be considered for evaluation: (i) which have been completed; and/or (ii) which have not been completed but have **Gone live** and currently are in production/operation and are currently under warranty/AMC **<u>Note:</u>**	not complete but currently running in warranty or AMC phase. Certificate shall mention that project has gone live and currently is in production/operations. (b) Authorized signatory's certificate about the project stating – Total value of PO/WO, date of commencement and completion of project, total scope of PO/WO, whether the project has been completed in all respects. Certificate shall also mention overall cost of IT goods and services (i.e. capital cost, warranty cost, AMC cost etc pertaining to servers, storages, networking equipments and related software only). If project is not completed but has Gone live and is in production/operation, in that case certificate shall mention the phase (i.e. warranty or AMC) in which it is currently running along with the overall cost of IT goods and services (i.e., capital cost, warranty cost, AMC cost etc pertaining to servers, storages, networking equipments and related software only). (c) For projects under Non-Disclosure Agreement with the client ,the bidder, in lieu of (a) or

#	Parameter	Pre-qualification criteria Description	Evidence required
		For evaluation purpose of such projects as mentioned at (i) or (ii) above – Overall value of contract consisting of IT goods and services; i.e. capital cost, warranty cost, AMC cost etc pertaining to servers, storages, networking equipments and related software only; shall be considered. This consideration of the overall cost/value of the contract for evaluation shall be irrespective of the current phase (i.e. Warranty or AMC) of project and irrespective of the value of the completed portion of the contract/project. Cost is excluding taxes.	(b) above, shall submit the copy of NDA along with Company's statutory auditor/ Company Secretary/ Charted Accountant certificate duly attested by company's authorized signatory, stating - Total value of PO/WO, date of commencement and completion of project, total scope of PO/WO, whether the project has been completed in all respects, certificate shall also mention overall cost of IT goods and services (i.e., capital cost, warranty cost, AMC cost etc pertaining to servers, storages, networking equipments and related software only). If project is not completed in that case certificate shall mention that the project has gone live and is currently in operation/production. The certificate should also mention the phase in which it is running (i.e. warranty or AMC) along with the overall cost of IT goods and services (i.e., capital cost, warranty cost, AMC cost etc pertaining to servers, storages, networking equipments and related software only).
6.	Certification	Bidder should have ISO 9001:2008 or subsequent to year 2008	Copy of valid certificate

#	Parameter	Pre-qualification criteria Description	Evidence required
7.	Banning of Business	The bidder should not be banned from carrying out business either with the entire Central Government of India or the Ministry of Electronics & IT, Govt. of India or the UIDAI 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	Self-certificate/ undertaking on company's letter head duly signed by company's authorized signatory.

2.19 Last Date for Receipt of Bids

1   Bids will be uploaded on the portal not later than the time and date specified in clause 1.2.1. After the prescribed time, the option for uploading of documents will not be there on the portal.

2   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.

2.20 Modification and Withdrawal of Bids

1   The Bidder may modify or withdraw its bid after the Bids' submission on the portal till last date of submission.

2   No option will be there to modify the bid subsequent to the last date and time for receipt of bids.

3   No bid may be withdrawn in the interval between the last date and time for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its EMD/execution of Bid Securing Declaration.

2.21 Address for Correspondence

All correspondence by UIDAI shall be made to the details provided in the clause 1.2 (b) of the bid document.

2.22 Opening of Bids by UIDAI

1   On the basis of information furnished in the Pre-Qualification Bid, Bidders will be pre-qualified. The bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation.

2   Bids of only pre-qualified Bidders will be taken up for further evaluation.

3   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 in clause 1.2.1 of this Document.

4   The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite EMD/Bid Securing Declaration and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the bid opening.

2.23 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.

2.24 Contacting the UIDAI

1   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.

2   Any effort by a Bidder to influence the UIDAI's Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

2.25 Preliminary Examination

1 The UIDAI will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required EMD/Bid Securing Declaration has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

2 Arithmetical errors will be rectified on the following basis.

If there is a discrepancy between the unit cost and the total cost that is obtained by multiplying the unit cost and quantity, the unit cost shall prevail and the total cost shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is discrepancy between words and figures, the amount in words will prevail.

3 A bid determined as not substantially responsive will be rejected by the UIDAI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

4 The UIDAI may waive any minor infirmity or minor nonconformity or minor irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder. Decision of evaluation committee shall be final and binding on bidders on such issues.

5 In case of submission of conditional bid or submitting conditions in bid which are not in conformity to the bid conditions, such bids are liable for rejection. However, if such bid(s) has/have not been rejected or no clarification or query or confirmation of acceptance of conditions has been explicitly sought/rendered by UIDAI, such case(s) would mean that no cognizance of the condition(s) set forth by bidder in the bid has/have been taken by UIDAI/purchaser and these conditions have been rejected by UIDAI/purchaser. If bidder happens to be successfully lowest no cognizance of these conditions shall be taken by UIDAI/Purchaser and bidder shall not have any right to press for inclusion of these conditions in the contract/LOI/NoA.

2.26 Criteria for Evaluation of Bids

1 To meet the UIDAI's requirements, as spelt out in the Bid Document, the successful bidder/Vendor must have the requisite experience in supply, installation, commissioning and maintenance of Hardware, the technical know-how, and the financial wherewithal that would be required to successfully set-up the required infrastructure and provide the Goods/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.

2 **Phase I: Evaluation of Pre-Qualification and Technical Bids**

Technical 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. Evaluation of Technical bid is subject to meeting all pre qualification criteria. A detailed evaluation will be subsequently carried out by the UIDAI. 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).

3 **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 Commercial Bid should contain the total price, both COST OF EQUIPMENT and post warranty AMC (OPEX) of all Goods/ Services, comprising of all equipment as mentioned in Annexure 4.2.1 to Annexure 4.2.3 of Section IV, proposed to be charged by the Bidder. Bidder to make sure that quoted cost of AMC is as per clause 2.8(5). If quoted cost of AMC is not as per clause 2.8(5), bid will be summarily rejected, even after completion of entire bid process.

4 UIDAI will award the Contract to the successful Bidder whose bid has been determined to be technically qualified and has been determined as the lowest evaluated bid based upon **lowest Overall Net Present Value to be calculated as given in subsequent clause 2.26 (5)**, provided further that

the Bidder is determined to be qualified to perform the Contract satisfactorily. 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.

5   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 :

Components	Quoted Price by Bidder	NPV
Value of the 'COST OF EQUIPMENT' (Capex Cost)	Total Cost at Annexure 4.2.2 without taxes (say Z)	Z
Value of 'COST OF AMC' (Opex Cost)	Total Cost at Annexure 4.2.3 without taxes (say Y)	$Yn = Y/(1+i)^3$
Overall Net Present Value (NPV)		= (Z + Yn)

(Where i=0.0875)   (Overall NPV evaluation is only for the purpose of evaluation of lowest bid)

6   In case any equipment included in Annexure 4.2.2 and 4.2.3 is not quoted by the Bidder, the bid would be rejected as non-responsive. Total contract value shall be as per annexure 4.2.1.

7   UIDAI reserves the right to ask the bidder to validate any technical parameter in a laboratory environment at the time of evaluation of the Technical bid, at the cost of the bidder.

2.27 Post Qualification

1   The UIDAI will determine to its satisfaction whether successful bidder is qualified to satisfactorily perform the Contract.

2   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 per document sought in the bid document as well as such other information as the UIDAI deems necessary and appropriate.

3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

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

1 The UIDAI shall reserve the right, not to purchase all /partial Goods/Services quoted by the successful bidder/ Vendor in this bid before issue of Notification of Award.

2 The UIDAI shall reserve the right, not to award the Comprehensive AMC to successful bidder/ Vendor after completion of warranty period or any year after that.

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

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

2.30 Notification of Award (NOA)

1 UIDAI will notify through Notification of Award (NOA) the successful Bidder in writing by letter or by email, to be confirmed in writing by letter, that its bid has been accepted. Within 10 days of receipt of this NOA, the bidder has to render his acceptance of notification of this award.

2 The date of acceptance of Notification of award by the bidder will constitute the formation of the Contract.

3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 2.32, the UIDAI will promptly notify each unsuccessful Bidder and will discharge their EMD/Bid Securing Declaration.

2.31 Signing of Contract

1. At the same time as the UIDAI notifies (NOA) the successful Bidder that its bid has been accepted, the UIDAI will send the Bidder the Contract Form (incorporating all agreements between the parties).

2. Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.

2.32 Performance Bank Guarantee (PBG)

1   Within 15 days of the receipt of notification of award of the contract from the purchaser, the successful Bidder shall furnish the PBG as per format prescribed in Appendix A

2   Failure of the successful Bidder to submit the PBG within 15 days shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD /execution of Bid Securing Declaration, in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.

3   Performance Bank Guarantee will be for a total amount equivalent to 5% of total contract value (without taxes). Multiple PBGs shall be submitted which are as below

   a)   5% of total CAPEX cost and having validity till T_0+3 years and 7 months. However, PBG should remain valid for 60 days beyond capex obligations.

   b)   1.25% of total OPEX cost having validity till T_0+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 T_0+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 T_0+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 T_0+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.

   (T_0 is date of acceptance by successful bidder of LoI/NOA issued by UIDAI)

4   PBG shall be invoked by UIDAI in the event the successful bidder/ vendor:

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.

5   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.

6   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.

7   UIDAI shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

8   In case the project is delayed beyond the project schedule as mentioned in clause 5.5, the performance bank guarantee shall be accordingly extended

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

2.33 Confidentiality of the Document

1.   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 or any specifications or other details mentioned in above clause otherwise than for the purpose of supply, installation and commissioning of hardware and the bidder shall not use any such information to supply, install or commission any similar hardware or part thereof for any other purpose.

2.   NDA to be submitted by successful bidder.

2.34 Rejection Criteria

1   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 Supply of Goods/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 (BEC), Schedule of Requirements, Technical specifications, 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 Bid Securing Declaration will be executed/EMD will be forfeited.

   iv. Bid Securing Declaration will be executed/EMD will be forfeited in case of any breach of Confidentiality clause.

2   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 his bid shall be rejected outright.

   ii. Offers of following kinds will be rejected:

      a) Offers made without EMD/Bid Securing Declaration.

      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 UIDAI's price bid format

e) Offers which do not confirm to the completion period indicated in the bid.

iii. Total lump sum value quoted by the Bidder must be inclusive of all taxes, duties etc.

iv. Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them as applicable. However, tax rate to be mentioned separately.

v. Bidder to make sure that quoted cost of AMC is as per clause 2.8(5).If quoted cost of AMC is not as per clause 2.8(5), bid will be summarily rejected.

3   Section III - General Conditions of Contract

3.1   Definitions

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

1. **"UIDAI"** means the Unique Identification Authority of India.

2. **"The Purchaser/Purchaser"** means the Unique Identification Authority of India acting through CEO or any other representative authorized by the Unique Identification Authority of India.

3. **"Purchase Officer"** means the officer signing the acceptance of Bid and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.

4. The **"Contract"** means the agreement entered into between the Purchaser and the Vendor as recorded in the Contract Form signed by the Purchaser and the Vendor, including all attachments and annexes thereto and all documents incorporated by reference therein.

5. The **"Vendor"** means the person or the firm or the company with whom the order of or the Procurement of the Goods/Services is placed and shall be deemed to include the Vendor's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.

6. "**The Contract Value**" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;

7. "**The Goods**" mean all of the equipment, hardware, software, machinery, accessories and/or other material which the Vendor is required to supply to the Purchaser under the Contract;

8. **"Service"** means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, configuration, testing, acceptance, warranty and post warranty maintenance and support, provision of technical assistance, training and other obligations of the Vendor covered under the Contract;

9. **"Acceptance of Bid"** means the letter/telex/telegram/fax or any memorandum communicating to the successful bidder/ Vendor the acceptance of his Bid and includes an advance acceptance of his Bid.

10. "**Supply**" means once the purchaser issues a Purchase Order, the bidder has to supply the equipment within stipulated time.

11. "**Delivery**" includes logistics, tracking and physical delivery of goods at purchaser premise (up to the equipment handling room-EHR) and handing over the sealed boxes to purchaser representatives. Delivery will be validated as number of boxes delivered against invoices. Delivery Challan needs to be signed by Purchaser/Authorized representatives. Extent of damage to the boxes will be also scrutinized and informed to the vendor.

12. **"Installation"** includes unpacking and movement of goods to the proposed location in Data Centre

13. "**Commissioning**" includes installation of operating systems in respective components and power-on, basic hygiene tests, setup and tuning as per purchaser requirements including network connectivity. Purchaser reserves the right to inspect the installation and the bidder has to obtain the installation note duly signed by purchaser or its representative to claim the successful commissioning of the component.

14. "**Acceptance**" It is acceptance (UAT) of system by UIDAI after commissioning of systems by successful bidder/ Vendor for start of warranty. Acceptance includes execution of test cases and verifying the expected results by Purchaser or its representatives. The components and its performance will be validated against the minimum specifications and requirements in the RFP.

15. "ATRR" mean Acceptance Test Readiness Report that will be submitted by the vendor within stipulated timelines before start of Acceptance tests by the purchaser.

16. "NPV" means Net Present Value

17. MSP means Managed Service Provider (M/s HCL Infosystems Ltd.)

3.2   Application

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

3.3　Standards

1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution.

2. The Vendor shall ensure that the Goods supplied under the Contract against all purchase orders are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials without any additional cost to the Purchaser.

3.4　Use of Contract Documents and Information

1. The Vendor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as it may be necessary for purposes of such performance.

2. The Vendor shall not, without the Purchaser's prior written consent, make use of any document of information enumerated in RFP except for purposes of performing the Contract.

3. Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Vendor's performance under the Contract, if so required by the Purchaser.

3.5　Patent Rights

The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from the use of the Goods or any part thereof.

3.6 Installation, Commissioning, Testing and User Acceptance Tests

1. The Vendor shall be responsible for installation, commissioning, testing and post warranty maintenance of IT Network Equipment at Data Centre at Hebbal, Manesar and two upcoming DCs including integration of IT hardware being procured via this RFP, through OEMs for all equipments of the bid.

2. The Vendor shall describe tests, and in detail the system on which he proposes to demonstrate the correct working of the equipment supplied both individually and as integrated system. It shall be responsibility of vendor to get pre dispatch inspection of goods as part of factory tests and furnish necessary certificate to purchaser certifying that the goods conform to specifications given in the contract.

3. The vendor should describe in advance the tests and details of the process that will be adopted to demonstrate the correct working of the equipment supplied both individually and as an integrated system, to be termed as user acceptance tests.

4. In case additional/modification in tests are required by purchaser, same will be communicated to vendor.

5. System testing schedules, formats for testing and commissioning reports and dissemination mechanism for such reports shall be drawn by the vendor in consultation with UIDAI.

6. The acceptance test which involves the testing and acceptance of the complete goods and services shall be conducted by the Vendor in the presence of the Purchaser and/or authorized officials and/or any other team or agency nominated by the Purchaser. All expenses for special devices, if any, for installation commissioning, testing and acceptance of the Goods/Services shall be borne by the Vendor.

7. The vendor shall replace, at the Vendor's cost, the whole or any part of the equipment as may be necessary for conclusion of the acceptance tests to the satisfaction of purchaser.

8. Should Acceptance Tests not be concluded to the satisfaction of the purchaser, the vendor shall replace, at vendor's cost, the whole or any part of the equipment as may be necessary for conclusion of the acceptance tests to the satisfaction of the purchaser.

9. Should acceptance tests still not be concluded to the satisfaction of the purchaser, the purchaser shall have the right to reject the equipment in respect of which the acceptance tests are not satisfactorily concluded as provided in this clause and to terminate this contract to the extent it relates to such equipment and in that event the Vendor shall refund and repay all amounts received by the Vendor from the Purchaser including interest at the rate of 10% per annum in respect of that equipment, within 60 days from the receipt of a written claim from the Purchaser.

10. The timeline mentioned for Acceptance (User Acceptance Test) in clause 5.5 by purchaser is tentative. This may increase or decrease for which UIDAI shall not be responsible for any cost if incurred by vendor on this account.

11. Acceptance of the system shall be considered to be complete only after the following conditions have been met successfully to the satisfaction of the UIDAI

   a) Delivery of all equipment under the proposed bill of material at the designated location of installation. Short shipment of goods will not be acceptable

   b) Installation and configuration of all components including but not limited to hardware, software, devices, accessories, etc in accordance with the contract.

   c) Successful completion of factory acceptance/other tests and submission of reports to UIDAI

   d) The vendor needs to submit Acceptance Test Readiness Report (ATRR) for user acceptance test to be conducted by the purchaser or its authorized representative.

   e) Successful acceptance would be certificated by UIDAI

12. Utilization of goods/equipment shall be done after acceptance of goods/equipment is complete.

3.7 Incidental Services

1. The vendor shall be required to provide any or all of the following services without any additional cost to UIDAI:

   i) Installation, testing and commissioning, warranty and post warranty

maintenance and support in respect of supplied Goods.

ii) Performance or supervision of on-site assembly and start-up of the supplied Goods;

iii) Furnishing of tools required for assembly and start-up of the Supplied Goods;

iv) Furnishing of detailed operations and maintenance manuals for each appropriate unit of the supplied Goods;

v) Performance, supervision, maintenance and repair of the supplied Goods, for Contract Period agreed by the Purchaser and the Vendor, provided that this service shall not relieve the Vendor of any warranty obligations under this Contract;

vi) Other obligations of the Vendor covered under the Contract.

3.8   Blank

3.9   Maintenance and Spare Parts

1. Documentation shall be supplied for installation, maintenance, servicing and operation of equipment. All equipment, symbols and abbreviations shall be in accordance with the generally accepted nomenclature and standards. The maintenance manual shall contain a description of the complete hardware system and maintenance procedures. The hardware description shall start with the overall configuration of the system with layouts showing the location of every unit with block diagram and explanation of operation. Detailed descriptions of component units shall explain their operation. Block diagrams showing the flow and interaction of data and logic diagrams shall be provided. Part list and wiring schedules shall be provided, but care shall be taken to avoid obscuring of the operational description. Maintenance procedures shall cover the diagnosis of faults, testing and setting up adjustments, replacement of units, routine mechanical servicing, if any, and operation of test equipment.

2. After acceptance tests and final acceptance of the supplied good by UIDAI, the vendor shall hand over the entire supplied Hardware and Software to UIDAI and shall continue to provide Warranty / AMC services under the direct supervision of UIDAI. The vendor shall be liable and provide all necessary support and cooperation to the MSP in this regard.

3.10   Warranty/AMC and Period Of Contract

3.10.1   Warranty/AMC

1.   The Vendor warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Vendor further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Vendor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

2.   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).

Note:

This clause supersedes all other clauses of RFP in case of any contradiction, provided the compliance of SLA provisions (as mentioned in RFP) during the testing period shall remain unaffected by this modification.

For e.g.

If ATRR is submitted by the vendor on 1st January 2018, then UIDAI will commence the UAT on or after 1st January, 2018.

   i) Scenario 1-UAT gets completed on 20th January, 2018 – Then the warranty for the equipment shall start from 21st January, 2018.

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.

3. After completion of 3 years warranty, yearly comprehensive AMC has to be provided for goods delivered upto 7 years from the date of commencement of warranty.

4. The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.

5. Upon receipt of such notice, the Vendor shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.

6. If the Vendor, having been notified, fails to remedy the defect(s) within a period defined, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.

3.10.2   Period of Contract

1. This contract for "Supply, Installation, Commissioning and Post Warranty Maintenance of IT Network Equipment" shall start from date of acceptance of Notification of award by bidder (as per clause 2.30 of section II of RFP) and shall last till completion of 4th year of AMC. This includes warranty period of 3 years (36 months) in respect of equipment, and comprehensive AMC support (after 3 years of warranty) for equipment upto 48 months. In case product/equipment is not End of Support after expiry of contract, the purchaser may extend the contract upto 2 years or till the equipment is End of Support, whichever is less (after completion of 7 years from date of commencement of warranty) on same terms and conditions of this contract at the sole discretion of the Purchaser. The rate for such extension of AMC will be 7th year AMC cost.

2. Notwithstanding the provision of Clauses mentioned above, the period of Contract shall be valid subject to the satisfaction of the Purchaser.

3.11 Payment schedule

Efforts shall be made to release payment within 30 days of receipt of invoice with complete documentation, though at times it may not be possible to ensure payment within 30 days due to unavoidable circumstances. The payment terms are as follows:

3.11.1.1 Hardware

The payments are for goods and services are as below

i)	50% against delivery of all equipment and accessories.
ii)	30% against installation and satisfactory commissioning of all Goods/ Services
iii)	10% against submission of ATRR by the bidder
iv)	Balance 10% on commencement of warranty, or completion of 30 days from the date of submission of ATRR, whichever is early, subject to submission of Bank Guarantee of Equivalent amount and having validity till 3 years and 3 months from date of commencement of warranty.

e.g., If the final capex cost is Rs 1,00,000/-, then

a) Rs 50,000/- on delivery of all equipments by the vendor

b) Rs 30,000/- on completion of installation and commissioning by the vendor

c) Rs 10,000/- on submission of ATRR by the vendor after completion of installation and commissioning

d) Rs 10,000/- against completion of UAT by UIDAI or 30 days of submission of ATRR by the vendor, whichever is earlier. However, vendor shall submit Bank Guarantee of Rs 10,000/- and having duration of 3 years and 3 months from warranty start date.

3.11.2   AMC

Post warranty, total annual maintenance charges 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.

Thus yearly AMC charges will be calculated from Total AMC changes as below:

$Y = Y4 + Y5 + Y6 + Y7$

$Y = x + (x*1.1) + (x*1.1^2) + (x* 1.1^3)$

i.e $Y = x*4.641$

Where

Y = Total Cost as per Annexure 4.2.3

$Y4 = x$ = Fourth year AMC Charges $= Y/4.641$

$Y5$ = Fifth year AMC Charges $= x*1.1 = Y*1.1/4.641$

$Y6$ = Sixth year AMC Charges $= x*1.1^2 = Y*1.21/4.641$

$Y7$ = Seventh year AMC Charges $= x*1.1^3 = Y*1.331/4.641$

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/-

AMC cost for 5th year $= x*1.1 = 4641*1.1/4.641 = $ Rs 1,100/-

AMC cost for 6th year $= x*1.1^2 = 4641*1.21/4.641 = $ Rs 1,210/-

AMC cost for 7th year $= x*1.1^3 = 4641*1.331/4.641 = $ Rs 1,331/-

The quarterly payment will be (Yearly charges of that year)/4

(Yearly AMC cost/quarterly AMC cost of each equipment/good/hardware shall also be calculated as given above)

3.12   Currency of Payment

Payment shall be made in Indian Rupees only.

3.13   Change Orders

1.   The Purchaser may at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:

     i)   drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

     ii)   the method of shipment or packing;

     iii) the place of delivery; or

     iv)   the Services to be provided by the Vendor.

2.   If any such change causes an increase or decrease in the value, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or delivery schedule, or both, and the Contract shall accordingly be amended.

3.   UIDAI reserves the right to increase the quantity within 2 years of the Contract Period, of up to 50% of the Quantity. UIDAI may also decrease the quantity at its sole discretion. In case of any increase/ decrease in quantities of any equipment, unit rate for equipment indicated in the contract will be applicable.

3.14   Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

3.15   Assignment

The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, to other party, except with the Purchaser's prior written consent. The

permission, if any, of the purchaser has to be taken within 15 days of award of the contract.

3.16   Sub-contracts

No sub-contracting of the work either in full or part is allowed.

3.17   Delays in the Vendor's Performance

1. Delivery of the Goods and performance of Service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in Clause 5.5.

2. An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.

3. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the parties. If the vendor request to delay the delivery of goods and performance of services is not found acceptable to the purchaser, Clause 3.19 would be invoked.

3.18   Liquidated Damages

1. If the successful bidder/ vendor fails to deliver, install and/or commission any or all of the Goods or to perform the Services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Value, as liquidated damages, an amount as mentioned in clause 5.4.3 – 5.4.4. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.19.

2. During the warranty and AMC period, if the successful bidder/vendor fails to provide replacement, repair or rectify the faulty Hardware/ Equipment and Software supplied by vendor within the duration specified in clause 5.4.3 – 5.4.4 and the target timelines specified in clause 5.5 from the date and time of reporting, Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Value, as liquidated damages, a sum mentioned in clause 5.4.3 - 5.4.4. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.19.

3. The overall liquidated damages will be maximum of 10% of the Contract value (excluding taxes).

4. If the liquidated damages amount of any quarter is more than the quarterly bill due to the vendor, amount will be deducted from the subsequent quarterly bills. However, if the liquidated damages amount is not recoverable from the pending dues to the vendor, in that case, same shall be recovered from encashing PBG, if required.

5. Any LD, leviable due to non compliances of provisions of SLA during warranty period, shall be accrued till completion of warranty period and shall be deducted from the amount received after encashment of Bank Guarantee, which has been deposited by the bidder for release of 10% of the payment as mentioned in clause 3.11.1 (iv)

3.19   Termination for Default

1. Purchaser shall provide notice of thirty(30) days to meet the services

2. Where an event of default subsists or remain uncured after 30 days of notice to vendor to resolve, the Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part:

   (i)   If the Vendor fails to deliver any or all of the Goods/Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 3.17;

   OR

   (ii)   If the Vendor fails to perform any other obligation(s)

under the contract.

3. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar Goods including the efforts of the Purchaser for such arrangement. However, the Vendor shall continue performance of the Contract to the extent not terminated.

3.20 Force Majeure

1. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods and services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

2. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

3. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

4. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

5. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any

liability other than reimbursement on the terms provided in the agreement for the goods and services received.

3.21 Termination for Insolvency

The Purchaser may at any time terminate the Contract without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

3.22 Termination for Convenience

1. The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of sixty days. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

2. The goods and services, for which vendor has placed the orders to OEM in pursuance of a Purchase order/Work order issued by purchaser before receipt of notice of termination, shall be purchased by the purchaser at the contract terms and prices and schedules mentioned.

3.23 Dispute Resolution

1. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with 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 hereto shall endeavor 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 thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.

2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

3. The Arbitration proceedings shall be held in New Delhi, India.

4. The Arbitration proceeding shall be governed by the substantive laws of India.

5. The proceedings of Arbitration shall be in English language.

6. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.

7. 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 High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.

8. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason 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 precede de novo.

9. It is a Scope of the contract that the party invoking arbitration shall specify

all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

10. It is also a Scope of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.

11. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

12. 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.

13. 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.

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

3.24 Governing Language

The Contract shall be written in the English language. Subject to Clause 3.25, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

3.25 Applicable Law

The Contract shall be governed by and construed in accordance with the laws of India.

3.26 Notices

1. Any notice by one party to the other pursuant to the Contract shall be sent in writing or by email and confirmed in writing to the address specified for that purpose in the contract.

2. A notice shall be effective when delivered or on the notice's effective date

and time, whichever is later.

3.27 Back-up Support

Vendor shall furnish details of the back-up engineering and systems support that will be available to the Purchaser. Vendor shall provide the necessary back up support to maintain the desired SLAs.

3.28 Firm price

Refer clause no. 2.10

3.29 Delivery

The goods and services are to be supplied as per schedule specified at clause 5.5.

3.30 Passing of Property

Ownership shall not pass to the Purchaser unless and until the Goods have been delivered, installed and commissioned, in accordance with the conditions of the contract to the entire satisfaction of the Purchaser.

3.31 Deductions

Payments shall be subject to deductions of any amount, for which the Vendor is liable under the agreement against this Bid.

3.32 Taxes and Duties

1. The Vendor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. If there is any reduction/increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/vendor.

2. Any tax will be reimbursed by UIDAI only after submission of the proofs of payment of the same.

3.33 Insurance

The Goods supplied under the Contract shall be fully insured by the Vendor against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and commissioning. Cost of insurance is deemed to be included in quoted value of the goods and services.

3.34 "No Claim" Certificate

The Vendor 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 Vendor after he shall have signed a "No claim" certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.

3.35 Continuing Support

The Vendor shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all vendor supplied goods and services to meet the requirements of the applications.

3.36 Conflict of Interest

The bidder should not have any Conflict of Interest that may affect selection of bidder during selection stage. 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.

3.37 Delivery and Risk Purchase

1. The time and the date of delivery of the goods and services as specified in Section V of this RFP shall be deemed to be the essence of the contract and delivery must be completed as per delivery schedule as per schedule specified at clause 5.5.

2. The vendor shall deliver the goods and services at the place specified as per the Acceptance of Bid. No goods and services shall be deliverable at the Purchaser's Consignee's premises on Sunday and Public Holidays without written permission of the Purchaser.

3. The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the goods and services as specified in Section V of this RFP at the risk and cost of Contractor after giving due notice to the vendor even before completion of the contractual delivery schedule if it becomes apparent that vendor will not be able to fulfill the contractual obligations. In case the vendor fails to complete the supply of goods and services or a portion thereof within the contractual delivery schedule, the Purchaser has the right to purchase the goods and services or a portion thereof at the risk and cost of vendor, through open and competitive tendering process.

4. 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.

5. The purchaser reserves the right to suspend the business with such vendor who defaults in adhering to the contractual delivery schedule, quality of stores, etc. as per the contract after giving show cause notice to the vendor and considering his reply, if any.

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 or Central Govt. or any department. of a State 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.

3.39 Indemnification and Limitation of Liability

3.39.1 General Indemnity

Subject to Clause 3.39.2 below, the successful bidder/ vendor (the "Indemnifying Party") undertakes to indemnify the Purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Agreement.

3.39.2 IPR Indemnity

If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Goods / Deliverables/ Services provided by the Indemnifying Party infringes a copyright, trade secret, patent or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) The Indemnified Party's misuse or modification of the Deliverables; (b) The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) The Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any of the Deliverables is or likely to be held as infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for the Indemnified Party to

continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing.

3.39.3   Conditions for Indemnity

Without prejudice to the rights of the Purchaser in respect of indemnification for any claim:

i.   The Purchaser shall notify the vendor upon receipt of any notice of claim setting out in reasonable particulars, the details of such notice of claim;

ii. Immediately upon receipt of notification of any claim from the Purchaser, the vendor within a period of 5 days from date of receipt of such notice from the Purchaser, notify the Purchaser whether the vendor wish to assume the defence in relation to such claim (including settlement or resolution thereof). Thereafter, the vendor shall be entitled in consultation with the Purchaser, and only to the extent such action does not in any manner compromise, prejudice or adversely affect the interests of the Purchaser, to take such action as mutually agreed upon by vendor and the Purchaser to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification;

iii. Notwithstanding anything contained herein, the vendor and the Purchaser agree and covenant that a notice by the Purchaser to the vendor in relation to the claim as aforesaid shall amount to express acceptance and consent by the vendor to indemnify the Purchaser for all losses in relation to such claim. Upon notice by the vendor, the Purchaser shall reasonably co-operate with the vendor at the sole costs of the vendor, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the Purchaser. The Purchaser shall have the right, at its option, to participate in the defence of such claim;

iv. If the vendor fails to take any action as per the above clause within the time period as specified therein, the Purchaser shall have the right, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including

without limitation, making claims or counterclaims against third parties). If the vendor does not assume control of the defense of such claims (as mentioned above), the entire defense, negotiation or settlement of such claim by the Purchaser shall be deemed to have been consented to by, and shall be binding upon, vendor as fully as though the vendor alone had assumed the defense thereof and a judgment had been entered into by the vendor, for such claim in respect of the settlement or judgment.

3.39.4   Risk Purchase

If the vendor fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the Purchaser due to breach of any obligations of the vendor under this Agreement, the Purchaser reserves the right to procure the same or equivalent Goods / Services / Deliverables from alternative sources at the vendor's risk and responsibility. Any incremental cost borne by the Purchaser in procuring such Goods /Services/ Deliverables shall be borne by the vendor. Any such incremental cost incurred in the procurement of the such Goods /Services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable Payments /Security Deposit / Bank Guarantee provided by the vendor under this Agreement and if the value of the Goods /Services/Deliverables under risk purchase exceeds the amount of Security Deposit and / or Bank Guarantee, the same may be recovered, if necessary, by due legal process.

3.39.5   Limitation of Liability

1.   Except in case of gross negligence or willful misconduct on the part of the vendor or on the part of any person acting on behalf of the vendor in carrying out the services, the vendor, shall not be liable to Purchaser for any indirect or consequential loss or damage .However for any direct loss or damage vendor shall be liable to a maximum of Contract Value. For the purposes of this clause, "Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was

acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property. "Willful Misconduct" means an intentional disregard or any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

2.   In no event shall either party be liable for any consequential, incidental, indirect, or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims, other than those set-forth in Clause 1 above, even if it has been advised of their possible existence.

3.   This limitation of liability shall not affect the Vendor's liability, if any, for damage to Third Parties caused by the Vendor/ Vendor's Team or any person or firm/ company acting on behalf of the Vendor in executing the work or in carrying out the services.

3.39.6   Allocation of liability

The allocations of liability represent the agreed and bargained-for understanding of the parties and compensation for the Services/ Deliverables reflects such allocations.

3.40 Other obligations of Vendor

Vendor shall ensure that the hardware, firmware and the software being offered as part of the contract does not contain any kind of malicious code that would activate procedures to:

- Inhibit the desired and the designed function of the equipment
- Cause physical damage to the user or his equipment during the operational exploitation of the equipment
- Tap information regarding the system, network, network users and information stored on the network that is classified and/or relating to National Security, thereby contravening Official Secrets Act 1923.
- Cause any loss or corruption of data

Vendor shall be responsible for ensuring that the infrastructure provides multiple levels, layers of security against any kind of snooping, break-in and that there are no Trojans, Viruses, Worms, Spywares or any malicious software on the system and in the software, components or embedded shipped software developed or deployed.

3.40   Termination for Misrepresentations of facts

1.   In case if any misrepresentation of fact/information, corrupt or fraudulent practices by successful bidder comes to the notice/information of UIDAI/purchaser after signing of the contract, in that case UIDAI/purchaser shall provide notice of thirty (30) days to successful bidder for providing the clarification.

2.   Where issue is not resolved within 30 days of notice to successful bidder/ or if the satisfactory clarification is not rendered by successful bidder in 30 days in that case Purchaser may, without prejudice to any other remedy for breach of contract, by written notice to the successful bidder, terminate the Contract in whole or in part, if the successful bidder, in the judgment of UIDAI /purchaser, has engaged in false/misrepresentation of facts/information, corrupt or fraudulent practices in competing for the bid or in executing this Contract. In addition, in such cases UIDAI/Purchaser may also forfeit the PBG and/or take appropriate action against the successful bidder.

4 Section IV – Contents Of Bids

4.1   Technical Bid

4.1.1 Technical Bid Letter

To

     The Deputy Director General (Technology)

     Unique Identification Authority of India (UIDAI)

     Tower I, 9th Floor,

     Jeevan Bharati Building,

     Connaught Circus,

     New Delhi – 110001.

         Ref : Bid No. _____

Sir,

     We declare:

     (i)   That we are manufacturers/ system integrators of ------------------------ --- --

     (ii)   That we/our principals are equipped with adequate machinery for production quality control and testing of offered products manufactured/developed and used by us and that our development establishment is open for inspection by the representatives of the Unique Identification Authority of India.

2.   We hereby offer to supply the Goods/Services at the cost and rates determined through commercial bid.

3.   **PERIOD OF DELIVERY**

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the Schedule to the Bid Document as given in **clause 5.5** and that we shall perform all the incidental services.

4. The prices quoted are inclusive of all charges including installation, commissioning and testing charges in the UIDAI at the locations as mentioned in **Appendix C.**

5. We enclose herewith the complete **Technical Bid** as required by you. This includes duly filled and signed **Section IV.**

6. We agree to abide by our offer for a period of **180 days** from the date of opening of the technical bids.

7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to supply Hardware and Software as per these terms and conditions of the bid document.

8. Bid Security (**Earnest Money)**, in original, for an amount equal to **Rs. _____(Rupees** _____ **only)**/Bid Securing Declaration is enclosed in the Cover containing **Pre-Qualifying and Technical Bid.**

9. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent/Notification of Award, shall constitute a binding contract between us.

Dated this   day of   2018   **Signature & seal of the bidder**

Name   :
Full Address   :

Telephone No   :

Fax No   :

Details of enclosures:

1.

4.1.2 Manufacturer's Authorization Form

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

No.   Date:

To

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

Dear Sir,

Sub : Manufacturer's Authorization Form for UIDAI Tender/bid No
....

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

I/We affirm that we shall make support available for the "Products" and provide support of parts for repair (or functionally equivalent replacements) thereof for a period of eight (8) years from the closing date of bid submission. However, if the OEM declares any equipment/components/sub-components of 'products' end of support within the aforesaid period, OEM shall replace it with an equivalent or better substitute that is compatible to the existing product/equipment, without any

additional cost to UIDAI and without impacting the performance of the solution in any manner.

This authorization letter is applicable against the "Products" listed below:

S. No.	Product Name (with Model No.)
1.	
2.	
3.	

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

<Signed and Sealed>

<Name of Authorised Signatory>
<Designation>
<Contact Details>

Cc: Bidder's corporate name & Address

Note:

1. This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.
2. Any deviations in the form may/may not be accepted by UIDAI.

4.2 Commercial Bid

4.2.1 Summary of the Costs of Hardware/ Goods/ Equipment/Services Offered

Annexure 4.2.1

S. No.	Description	Contract value (in Rupees) (Exclusive of Taxes)
1.	**FORM-1:Total Cost of Equipment(Capex) (Annexure 4.2.2)**	
2.	**FORM-2: Total Cost of AMC (Opex)(Annual Maintenance Charges for four years) (Annexure 4.2.3)**	
	Total Contract Value in figures:	
	Total Contract Value in Words:	

Signature & seal of the bidder

Name :

Full Address :

Tele-phone No.:

Fax No :

4.2.2 Commercial Bid Form-1: Cost Of Hardware/ Goods/ Equipment (Capex Cost)

Annexure 4.2.2

Bidder Name :

Sl. No.	Equipment Description	Make and Model	Quantity	Rate per Unit Rs. (Without Taxes)	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
Manesar							
1.01	Load Balancer		1				
1.02	HSM		6				
1.03	Access Management Switch		4				
Hebbal							
2.01	HSM		2				
2.02	Access Management Switch		4				
New DC 1							
3.01	Load Balancer		2				
3.02	HSM		4				

3.03	IPS		2				
3.04	Firewall		2				
3.05	Access switch		4				
3.06	Access Management switch		4				
3.07	Router		2				
3.08	L2 Switch		2				
New DC 2							
4.01	Load Balancer		2				
4.02	HSM		4				
4.03	IPS		2				
4.04	Firewall		2				
4.05	Access switch		4				
4.06	Access Management switch		4				
4.07	Router		2				

4.08	L2 Switch		2				
		Total CAPEX Cost (Z)			
		Total Amount in Words			

IMPORTANT NOTE: **The bidder should note that all equipment mentioned above should be quoted failing which the bid is liable to be rejected.**

Signature & Seal of Bidder

Date :

Place:

4.2.3 Commercial Bid Form-2: AMC Cost of Hardware/ Goods/ Equipment (Total Cost of Annual Maintenance Charges for 4 Years) (Opex Cost)

Annexure 4.2.3

Bidder Name:

Sl. No.	Equipment Description	Make and Model	Quantity	Total AMC Cost for 4 years per unit @ Rs. (without taxes)	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
		Manesar					
1.01	Load Balancer		1				
1.02	HSM		6				
1.03	Access Management Switch		4				
		Hebbal					
2.01	HSM		2				
2.02	Access Management Switch		4				
		New DC 1					
3.01	Load Balancer		2				
3.02	HSM		4				

3.03	IPS		2				
3.04	Firewall		2				
3.05	Access switch		4				
3.06	Access Management switch		4				
3.07	Router		2				
3.08	L2 Switch		2				
		New DC 2					
4.01	Load Balancer		2				
4.02	HSM		4				
4.03	IPS		2				
4.04	Firewall		2				
4.05	Access switch		4				
4.06	Access Management switch		2				
4.07	Router		2				

4.08	L2 Switch		2				
		Total OPEX Cost (Y)					
		Total Amount in Words					

Note:

@Value to be filled in column (5) in table above shall be sum of maintenance cost of each equipment for all the four years.

IMPORTANT NOTE: **The bidder should note that all equipment mentioned above should be quoted failing which the bid is liable to be rejected.**

          Signature & Seal of Bidder

Date :

Place :

5 Section V – Scope of Work

5.1 Scope of Work

1. The Unique Identification Authority of India (UIDAI) is inviting bids for "**Supply, Installation, Commissioning and Post warranty Maintenance of IT Network Equipment" at** its Data Centres at Hebbal, Manesar and two upcoming DCs.

2. The scope of work for this bid comprises of supply, installation, commissioning and maintenance of Hardware and Software during the contract period

5.2 Supply of Hardware

5.2.1 Bill of Material

The successful bidder/ Vendor shall have to supply following hardware. Minimum specifications required for each product are as mentioned in Appendix E.

Components	Manesar DC	Hebbal DC	New DC1	New DC2	Total
Load Balancer	1	0	2	2	5
HSM	6	2	4	4	16
IPS	0	0	2	2	4
Firewall	0	0	2	2	4
Access switch	0	0	4	4	8
Access Management switch	4	4	4	4	16
Router	0	0	2	2	4
L2 Switch	0	0	2	2	4

5.2.2 Installation and Commissioning of Hardware

The successful bidder/ Vendor shall be responsible for installation, commissioning, testing and maintenance of Hardware and Software at the Data Centres at Hebbal, Manesar and two upcoming DCs in consultation with UIDAI.

5.3   Schedule of requirements

1.   The Bidder shall be responsible to Supply, Install, Commission, and Maintain the supplied Hardware and also provide Services as mentioned in this Section. The Bidder should offer only the line items indicated in para 5.2.1, No alternate Hardware and Software should be proposed by the bidder.

2.   The Bidder should ensure that all the peripherals, accessories, sub-components required for the functionality and completeness for the Schedule of Requirements including but not limited to devices, equipment, accessories, patch cords (copper/fiber), cables, software licenses, tools, etc. should also be provisioned according to the requirements for successful installation and commissioning of systems.

3.   The Bidder will have to make all provisions to meet the schedule of requirements at no additional cost and time implications to UIDAI. UIDAI will not be responsible if the Bidder has not provisioned some components, sub-components, assemblies, sub-assemblies as part of the bill of material in the Bid.

4.   All the software licenses that the Bidder provide should be perpetual software licenses along with maintenance, upgrades and updates during the currency of the contract. The software licenses should not be restricted based on location and UIDAI should have the flexibility to use the software licenses for other requirements if required. The Bidder should provide the licensing policy for every software component along with the Technical Bid.

5.   The Bidder should ensure that there is a 24x7 comprehensive onsite support arrangement during the currency of the contract with all the OEMs for respective components.

6.   The Bidder should ensure that none of the components and sub-components is declared end-of support by the respective OEM during the contract duration of 8 years from the end of bid submission date. If, the OEM

declares any components/sub-components end of support within the aforesaid period, OEM/bidder shall replace it with an equivalent or better substitute that is compatible to the existing product/equipment, without any additional cost to UIDAI and without impacting the performance of the solution in any manner. In case it is not compatible with the product/equipment, bidder shall replace the product/equipment with an equivalent or better product/equipment that is acceptable to UIDAI, without any additional cost and without impacting the performance of the solution in any manner.

7.   The Bidder should ensure that the equipment can be mounted into the industry standard Racks provisioned by the UIDAI or by the Bidder. If the equipment proposed by the Bidder cannot be mounted into the Racks provisioned, the Racks for those equipment should be provisioned by the Bidder separately without any additional cost to the UIDAI.

8.   The Bidder is responsible for provisioning all the equipment along with associated peripherals, accessories, cables, sub-components, etc.

9.   Any additional components, sub-components, **assemblies, sub-assemblies** that would be required to **meet the desired performance requirements under "live"** conditions will have to be provisioned by the Bidder at no additional cost to UIDAI and without any project delays.

10.   It is expected that the Bidder will provide the hardware and software after due consideration to the **compatibility issues** between various proposed components. If there is a problem with compatibility between components, the Bidder should **replace the components with an equivalent or better component that is acceptable to UIDAI** at no additional costs to UIDAI and without any project delays.

11.   The successful bidder/ Vendor shall have to provide minimum one hard and two soft copies of all the manuals, documentation, including but not limited to, detailed operations manual, maintenance manual, administration manual, etc. for each and every equipment / component proposed as part of this Bid. The documentation shall be supplied for Installation, Maintenance, Servicing and Operations of equipment / components.

12.   After acceptance tests and final acceptance of Hardware and Software by UIDAI, the successful bidder shall hand over the Hardware/software to the UIDAI and shall continue to provide Warranty / AMC services under the direct supervision of UIDAI.

5.4   Services

5.4.1 Requirements and Objectives

1.   The Bidder shall provide services for installation, commissioning, testing and other incidental services at Data Centres at Hebbal, Manesar and two upcoming DCs.

2.   The services, including but not limited to the following, should be provided

   i.   Planning and scheduling for installation and commissioning as per agreed plan.
   ii.   Installation of hardware, software.
   iii.   Maintenance and Support for the infrastructure provided.

3.   The successful bidder/Vendor shall be responsible for the generation and submission of necessary documentation required during various phases of the project viz. Planning, Installation, Commissioning and Acceptance. Prior approval of UIDAI is required on all such documentation before commencement of activity.

4.   The successful bidder/Vendor shall be responsible for the installation of the equipment supplied, commissioning of the infrastructure and coordination with other vendors/entities.

5.   The successful bidder/Vendor shall document the baseline for installing and commissioning of all equipment and get it approved from UIDAI prior to commencement of installation.

6.   The installation and commissioning would be considered acceptable only after the conditions stipulated as under Clause 3.6 are completely met to the satisfaction of UIDAI.

7.   The successful bidder/Vendor shall be responsible for coordination with all the existing vendors of UIDAI, troubleshooting, addressing borderline issues, coordinating with users at UIDAI locations, to ensure successful rollout of the solution.

8.   UIDAI shall provide necessary space and required infrastructure. However, UIDAI shall not provide for any Desktops, Printers, Stationary, etc. required by the resources for providing services under this contract.

9.   All the personnel employed by the successful bidder/Vendor for this contract shall adhere to the security policy of UIDAI/Aadhaar Act, 2016 and should follow the policy of UIDAI in terms of software, configuration and services.

5.4.2 Installation, Commissioning and Testing

In case of any conflict in the clauses mentioned below with any section in the RFP, the clauses mentioned under clause 3.6 will supersede.

5.4.2.1   Installation and Commissioning for all Hardware

1. The successful bidder/Vendor, along with UIDAI, shall undertake pre-installation planning at both the locations including but not limited to Rack planning, structure cabling, power points, check on utility services, environmental conditions, etc.

2. Delivery, installation, and commissioning of the hardware/software along with associated peripherals in the Data Centre space provided by UIDAI through the respective OEM.

3. The successful bidder/Vendor shall coordinate with the MSP and other vendors of UIDAI, wherever required, in order to prepare the plan.

4. Carry out installation of equipment in accordance with plans as approved by UIDAI.

5. Installation and configuration of software license including, but not limited to, Operating System (OS), etc. on the IT equipment shall be the responsibility of the successful bidder/Vendor.

6. Integration of IT hardware being procured through this RFP.

5.4.2.2   Other Services

1. Adhere to the goods movement procedures and policies defined by UIDAI.

2. Consult with UIDAI to determine the Deployment Plan. The Deployment Plan shall be arrived at by the successful bidder/Vendor keeping in account the existing Space, Floor Strength and Power Requirements in data centers in such a manner that it does not interrupt the ongoing operations of the Data Centre.

3. Any component before it gets deployed in the Data Centre has to be assembled as per the given configuration and tested in the pre-production staging environment. The successful bidder/Vendor must provide a list of tests to be carried out from point of view of functionality, performance, availability through clustering, security and manageability. Test reports have to be maintained for each component.

4. Layout plan will be provided to the successful bidder/Vendor. The successful bidder/Vendor is responsible for physical movement and installation of components as per the layout plan in the Data Center.

5. Upon completion of deployment of the all hardware and software, the successful bidder/Vendor shall be required to perform a systematic and complete handover the infrastructure to UIDAI for ongoing operations and maintenance as per instructions provided by UIDAI.

5.4.2.3 Technical Support

1. The successful bidder/Vendor shall provide comprehensive onsite support to UIDAI at the designated Data Centers on a 24x7 basis to ensure required uptime for the infrastructure provided as part of the Bid.

5.4.2.4 Warranty

1. Bidder shall provide comprehensive onsite warranty on a 24x7 basis for a period of 3 Years (36 months) in respect of all the Hardware/equipment under this contract. Comprehensive AMC after completion of 3 years to be provided till the end of the contract.

5.4.2.5 *Ongoing Maintenance & Support Services*

1. The successful bidder/ vendor shall be responsible for tasks including but not limited to configuration and setting up of Hardware/Equipment. The Bidder shall also be responsible for executing software updates when necessary. These services shall be provided at the time of installation and commissioning and thereafter on ongoing basis till the currency of contract.

2. The successful bidder/ vendor shall provide onsite support at the Data Centres of UIDAI at Hebbal, Manesar and two upcoming DCs through OEMs for all equipments of the bid.

3. The successful bidder/vendor shall provide a front end web-tool portal for UIDAI to log and monitor tickets raised by UIDAI.

5.4.3 Service Levels - Implementation Phase related Performance Levels

#	Parameter of Service Level Agreement	Definition	Service Level Target	Liquidated Damages
	Delay in delivery of equipment	Measured as the difference between the planned date for delivery and the actual date of delivery.	Upto 14 days	0.05% of Capex Cost as mentioned in NOA/purchase order of respective delayed equipment per week or part thereof
			> 14 day &<= 28 days	0.1% of Capex Cost as mentioned in NOA/purchase order of respective delayed equipment per week or part thereof
			> 28 day &<= 42 days	0.2% of Capex Cost as mentioned in NOA/purchase order of respective delayed equipment per week or part thereof

#	Parameter of Service Level Agreement	Definition	Service Level Target	Liquidated Damages
			> 42 days	0.5% of Capex Cost as mentioned in NOA/purchase order of respective delayed equipment per week or part thereof
2.	Delay in installation and commissioning of equipment	Measured as the difference between the planned date and the actual date	Upto 14 days	0.05% of Capex Cost as mentioned in NOA/purchase order of respective delayed equipment per week or part thereof
			> 14 day &<= 28 days	0.1% of Capex Cost as mentioned in NOA/purchase order of respective delayed equipment per week or part thereof
			> 28 day &<= 42 days	0.2% of Capex Cost as mentioned in NOA/purchase order of respective delayed equipment per week or part thereof
			> 42 days	0.5% of Capex Cost as mentioned in NOA/purchase order of respective delayed equipment per week or part thereof
3.	Delay in submission of ATRR of	Measured as the difference between the planned date and the	Upto 14 days	0.05% of Capex Cost as mentioned in NOA/purchase order

#	Parameter of Service Level Agreement	Definition	Service Level Target	Liquidated Damages
	equipment	actual date		of respective delayed equipment per week or part thereof
			> 14 day &<= 28 days	0.1% of Capex Cost as mentioned in NOA/purchase order of respective delayed equipment per week or part thereof
			> 28 day &<= 42 days	0.2% of Capex Cost as mentioned in NOA/purchase order of respective delayed equipment per week or part thereof
			> 42 days	0.5% of Capex Cost as mentioned in NOA/purchase order of respective delayed equipment per week or part thereof
4.	Delay In successful User Acceptance test	It is cumulative time taken by bidder to rectify the issue discovered in equipment during the acceptance phase	<=14 days	NIL
			For every day after 14 days	0.1% of Capex Cost as mentioned in NOA/purchase order of respective delayed equipment per week or part thereof

Note: Liquidated Damages of the relevant slabs will be applicable depending on the total number of days for delay in services.

Example for LD calculation:

In case of 20 days delay in delivery of equipment, LD for second slab of Serial number 1 above will be applicable. In this case LD will be 0.1 % of Capex Cost of the respective delayed equipment x 3 (for 3 weeks) i.e. **0.3 % of Capex Cost** of the respective delayed equipment.

5.4.4 Service levels –Issue Resolution

If the successful bidder fails to meet one or more of the Service Levels within the Target time limit(s) as specified, the Purchaser shall without prejudice to its other remedies under the Contract, deduct the amount from the Contract value, as liquidated damages. Support for the OEM components during warranty and AMC shall be provided 24x7 basis including public holidays.

5.4.4.1 SLA applicable during Warranty period

SLAs that are applicable during the warranty period of 3 year duration are as under:

S No.	Parameter of Service Level Agreement	Allowed resolution Time	Liquidated Damages
1	For each equipment (a) The vendor shall install Critical security patches and upgrades/updates of Firmware/Microcode/ Software including any configuration activity within the allowed resolution time; and (b) The vendor shall rectify defective hardware components/parts within the allowed resolution time; and (c) Vendor shall replace defective hardware components/parts within the allowed resolution time.	Within 24 Hours after Service call is registered with Vendor	0.1% of Capex cost (as mentioned in NOA/purchase order) of the respective defective equipment, for every 12 hours or part thereof, beyond the stated resolution time.

| 2 | Each equipment shall be made available at all the time during the contract period except in cases where equipment is completely broken down due to any reason whatsoever. In such cases where any equipment is completely broken down, defect of that equipment shall be restored within allowed resolution time. | Within 8 Hours after Service call is registered with Vendor | 0.5% of Capex cost (as mentioned in NOA/purchase order) of the respective defective equipment, for every 4 hours or part thereof, beyond the stated resolution time. |

5.4.4.2 *SLA applicable during AMC period*

SLAs that are applicable during the AMC period of 4 year duration are as under:

S No.	Parameter of Service Level Agreement	Allowed resolution Time	Liquidated Damages
1	**For each equipment** (a) The vendor shall install Critical security patches and upgrades/updates of Firmware/Microcode/ Software including any configuration activity within the allowed resolution time; and (b) The vendor shall rectify defective hardware components/parts within the allowed resolution time; and (c) Vendor shall replace defective hardware components/parts within the allowed resolution	Within 24 Hours after Service call is registered with Vendor	1% of AMC cost of relevant year (as mentioned in NOA/purchase order) of the respective defective equipment, for every 12 hours or part thereof, beyond the stated resolution time.

| 2 | Each equipment shall be made available at all the time during the contract period except in cases where equipment is completely broken down due to any reason whatsoever. In such cases where any equipment is completely broken down, defect of that equipment shall be restored within allowed resolution time. | Within 8 Hours after Service call is registered with the Vendor | 5% of AMC Cost of relevant year (as mentioned in NOA/purchase order) of the respective defective equipment, for every 4 hours or part thereof, beyond the stated resolution time. |

5.4.4.3 *Other SLAs applicable during the complete contract period*

SLAs that are applicable during the complete contract period (Warranty & AMC) are as under:

S No.	Parameter of Service Level Agreement	Uptime	Liquidated Damages
1	Uptime at each Data Centre separately(Cumulatively calculated on Quarterly basis for all equipment in a Data Centre)	>= 99.9%	NIL
		>=99.7% to 99.9%	0.5% of total capex Cost*
		>=99.5 to 99.7%	1.0% of total capex Cost*
		>=99.3% to 99.5%	1.5 % of total capex Cost*
		>=99.0% to 99.3%	2.0 % of total capex Cost*
		< 99.0%	5% of total capex Cost or UIDAI may terminate the contract
2	Replacement of faulty equipment	In case any equipment breaks down completely due to any reason whatsoever, during warranty period and/or the AMC period, consecutively in 3 months or where the LD amount on account of SLA has crossed 15% of the Capex Cost of the said equipment , then the said equipment will be replaced by the vendor without any additional cost	

	to UIDAI within 30 days, from the date of last failure as intimated by UIDAI to vendor

* Total Capex Cost of all equipments at respective Data Centre as per PO/NOA

NOA: Notification of award

Note: Uptime (%) = {1-[(Total Downtime)/(Total Time - Planned Downtime)]}*100

Total Downtime: Total cumulative down time in hours for all the equipment in a quarter minus the planned downtime (maintenance) during the same quarter of all the equipment
Planned Downtime (maintenance): Total planned down time (maintenance time) in the quarter for all the equipment
 # Total Time: Total Number of equipment x 24 hours x 90 days

5.5   Delivery Schedule and Implementation Schedule

Sl No	Activity	Deliverable	Timeline for completion* (Time in Months)
Phase I – Commissioning of Equipment			
1.	Project Initiation		T0 (T0 is the date of acceptance of NOA by bidder)
2.	Delivery of Equipment	As mentioned in clause 5.2.1	T0+8 Weeks
3.	Installation and Commissioning of Equipment	Installation/ Commissioning of the Infrastructure components and making the Infrastructure ready for Acceptance	T0+ 10 Weeks
4.	Rendering of ATRR by vendor	The vendor is responsible for submission of Acceptance test readiness report (ATRR)	T0+ 11 Weeks

		for UAT	
5.	Acceptance and Operationalization of Equipment		Within 90 days after submission of ATRR of all equipment
Phase II –Warranty and AMC			
6.	Initial bundled warranty	To be bundled with equipment itself	Till T+3 year [T is date of acceptance or 30 days from the date of submission of ATRR, whichever is earlier in terms of clause 3.10.1 (2)) (User Acceptance test)]
7.	Yearly AMC Support for Equipment	Proof of Payment to OEMs and effective AMC support	From completion of 3 years warranty till 7 years

* The timeline mentioned for Acceptance by purchaser is tentative. This may increase or decrease for which UIDAI shall not be responsible for any cost if incurred by vendor on this account.

6 SECTION VI – Appendix

6.1   Appendix A – Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)
The non-judicial stamp paper should be in the name of issuing Bank

Ref...................   **Bank Guarantee No...........................**

                                                          Date...

To,

Deputy Director General (Tech)
Unique Identification Authority of India
Ministry of Electronics & Information Technology,
3rd Floor, Tower II,
Jeevan Bharati Building,
Connaught Circus,
New Delhi-110001

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology, on behalf of the UIDAI acting through CEO, UIDAI, (hereinafter referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.. with its Registered/Head office at .... (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No................ dated .... and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No.............. dated............valued at.........for "_____*[RFP Name]"* and the Contractor having agreed to provide a Performance Bank Guarantee for the faithful performance of the entire Contract not exceeding Rs. .... (in words & figures).

2.   We..(Name &
Address of Bank Branch) having its Head office at ....
(hereinafter referred to as the "Bank", which expression shall, unless repugnant to the
context or meaning thereof, include its successors, administrators, executors and
assigns) do hereby guarantee and undertake to pay the amounts due and payable under
this guarantee without any demur, reservation, context, recourse or protest and/or
without any reference to the Contractor merely on a demand from the Owner stating
that the amount claimed is due by way of loss or damage caused to or would be caused
to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the
terms or conditions contained in the said Agreement or by reason of the Contractor(s)"
failure to perform the said Agreement. Any such demand made on the Bank shall be
conclusive and binding not withstanding any difference between the Owner and the
Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other
authority. We agree that the guarantee herein contained shall be irrevocable and shall
continue to be enforceable till the Owner discharges this guarantee.

3. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).

6. Not-withstanding anything contained hereinabove:

(1) Our liability under this guarantee is restricted to Rs. .... (INR ....).

(2) This Bank Guarantee will be valid upto ....; and

(3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before ....

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this...............day of..............2018..........at............

WITNESS

....

(Signature)

....

(Name)

(Official Address)

....

(Signature)

....

(Name)

....

(Designation with Bank Stamp)
Attorney as per Power of Attorney

No................
Dated....................................

6.2 Appendix B – Bid Security /Earnest Money Deposit Form

(To be stamped in accordance with Stamp Act)
The non-judicial stamp paper should be in the name of issuing Bank

Ref……………….   Bank Guarantee No………………......

                                              Date…………………………………..

The Deputy Director General (Technology),
Unique Identification Authority of India (UIDAI),
Tower II, 3rd Floor,
Jeevan Bharati Building,
Connaught Place,
New Delhi – 110001.

In accordance with Invitation to Bid for "_____

_____*[RFP Name]*"

under your Specification No……………………. M/s…………………. having its Registered/Head Office at……………………. (hereinafter called the "Bidder") wish to participate in the said Bid or…………………. and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of………………. valid upto ……………… on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

2. We, the ………………… Bank at ……………… (local address) having our Head office at ……………………. guarantee and undertake to pay immediately on demand by Unique Identification Authority of India, Ministry of Electronics & Information Technology, Government of India on behalf of the UIDAI acting through CEO, UIDAI, the amount of ……………………………………………… (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said "Owner" shall be

conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).

4. Not-withstanding anything contained hereinabove:

(1) Our liability under this guarantee is restricted to Rs. .... (in words & figures).

(2) This Bank Guarantee will be valid upto ....; and

(3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before ....

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this...............day of..............2018..........at............

WITNESS ....

(Signature) ....

_____

(Authorized Signatory of the Bank)

Attorney as per Power of Attorney No................
Dated......................................

6.3   Appendix C – List of Locations

List of Locations where Goods/Services have to be Supplied, Installed and Commissioned

S No.	City	Address	Name of Contact Person
1	Hebbal	UIDAI Data Centre Complex CA site No.1, NTI Layout, Rajiv Gandhi Nagar, Tata Nagar Entrance, Kodigehalli, Bangalore- 560092 (India)	ADG (Ops), UIDAI Tech Centre
2	Manesar	UIDAI Data Centre Complex Plot No-1, Sector M2, IMT, Manesar, Gurgaon, Haryana-122050 (India)	ADG (Ops), UIDAI Tech Centre
3	New Data Centre 1 at Amravati	Pi Data Centers, Survey #49/P, Plot No. – 12, IT Park, Autonagar, Mangalagiri, Andhra Pradesh – 525503	ADG (Ops), UIDAI Tech Centre
4	New Data Centre 2 at Navi Mumbai/Mumbai/Pune	To be informed	ADG (Ops), UIDAI Tech Centre

6.4   Appendix D - 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 "[Name of the RFP]" (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   For Bidder
(Authorised Signatory Office Seal:)   (Authorised Signatory Office Seal:)

Name: Name:
Designation: Chief Executive Officer   Designation:
Date: Date:
Place: Place:

6.5 Appendix E – Specifications of Required Hardware and Compliance Check

Fact sheet (datasheet) to be submitted for each proposed equipment/ product. Also clearly map the required requirement of equipment in the fact sheet.

6.5.1 Load Balancer

Proposed Make and Model	OEM Name	Gartner Report Name and Date	OEM position in Gartner Quadrant

S. No.	Minimum Specifications Required		Specification Offered	Compliance to minimum requirement as shown in column 2 and 3 (Y/N)
1	2	3	4	5
1	Make			
2	Model			
3	Architecture	IPV4 and IPV6 support from day 1		
4		Support for NAT64 and DNS64		
5		Traffic Throughput - 10 Gbps (L4)		
6		Network Connectivity support - 4 x 10/100/1000 , 4 * 10Gbps		

7		Memory on the device – 32 GB		
8		L4 concurrent connections - 15 Million		
9		L4 requests per second – 200,000		
10		Should support L7 requests per second – 1 Million		
11		Should support minimum L7 throughput - 5 Gbps		
12		**Should support hardware acceleration for SSL, TLS1.2 and ECC offloading from day one in same unit without adding another hardware to save rack space, power & cooling requirements**		
13		SSL Throughput- 5 Gbps		
14		**Hardware Compression Support – 5 Gbps**		
15		Support NAT entries, Virtual Services, Server farms, real servers, sticky table entries, access lists		
16		**SSL TPS more than 20K with RSA 2k key and 100k with ECC**		
17		Should support Port Aggregation IEEE 802.3ad		
18		Should support Vlan Trunk IEEE 802.1Q		
19		Should support Port		

		Mirroring		
20		Routing Mode : where client side and server-side VLANs are on different subnets		
21		Bridge Mode : where client side and server-side VLANs are on the same subnets.		
22		Direct Server Response : where SLB load balance an initial request from the client to a real server; however, the server directly responds to the client bypassing the SLB.		
23	Load Balancing Features			
24		Should support Client NAT & Server NAT and PAT and NAT pool for Dynamic NAT		
25		In case of Server / Application failure device should detect it in not more than 30 seconds		
26		In case of Server failure traffic should be diverted to another Server automatically		
27		Support for protocols namely HTTP, FTP, DNS, Internet Control Message Protocol (ICMP), RADIUS, and Microsoft Remote Desktop Protocol (RDP).		
28		HTTP Header based redirection		

29		Should Support HTTP Header manipulation on Client requests and server responses		
30		URL-Based Redirection		
31		Browser Type Based Redirection		
33		Should support End-to-End SSL Encryption (Backend Encryption)		
35		Load Balancing algorithm should support following algorithm namely Least loaded, Round-robin, Adaptive response, Least bandwidth, Least connections		
36		Probe Support should be available for the protocols HTTP, HTTPS, SMTP, POP3, IMAP, RADIUS, SNMP, Telnet, FTP, ICMP,TCP, UDP, Echo, DNS		
37		Support for scripted probes		
38	Server Management Features	Should support Graceful shutdown of Services		
39		Should support Graceful Activation of Services		
40		Should able to redirect traffic based on Source IP, Destination IP & TCP PORT		
41	Virtualization	The Load Balancer should support virtualization or segmentation where it		

		should be possible to create virtual partitions from day one. Each of this Partition should be completely isolated from each other w.rt dedicated access control		
42		Should keep configuration files separately for each virtual partition or separate configuration files for each segment		
43	Health Monitoring	Should provide individual health checks for real servers & farms		
44		Should allow to monitor protocol like HTTP, SMTP, POP, FTP etc		
45		Should provide GUI to configure Health Monitoring		
46	Redundancy	System and Session redundancy-failover should happen automatically, with no human intervention, Should Provide stateful failover capabilities		
47		Should support Redundancy protocol like VRRP or equivalent		
48		Should support transparent failover between 2 devices/segments		
50		Should Supports active standby and active-active redundancy topologies with		

		automatic configuration synchronization		
51		The failover should be transparent to other networking devices		
52	Security			
53		Should support HTTP (HTTP header, URL, and payload)		
54		Should support TCP Normalization & TCP connection state tracking		
55		Should support ICMP flood control/protection		
56		Should support Sequence number randomization		
57		Should support TCP header validation		
58		Should support TCP window size checking		
59	Application Acceleration			
60		SSL certificates support with key management		
61		Should use dedicated Hardware Card / Module for compression & not software based compression		
71		Should support dynamic caching technologies		
72	Management	Role Based administration support namely Admin, Security-admin, Network-		

		Engineer, Network Monitor, Network Manager		
74		SSH		
75		HTTPS		
76		RS232 -Console Port/RJ45		
77		SNMP		
78		Should support GUI for configuration & monitoring		
79	Power Specification	Indian power specifications in terms of Phase, Voltage and Frequency		
80	Operating temperature range	20-24 ºC		
81	Operating Relative Humidity range (non-condensing)	40-60 %		
82	Gartner Report Position	The OEM of the proposed equipment must be in the Leaders/Challengers Quadrant of Gartner Magic Quadrant for Application Delivery Controller in each of the last two reports		

6.5.2 HSM

Sr. No	Minimum Specifications Required	Specification Offered	Compliance to minimum requirement as shown in column 2 (Y/N)
1	2	3	4
	Make		
	Model		
1	Should support Windows 2008, 2008R2, 2012, 2012R2 ,Linux, VMWARE		
2	TCP/IP Network based appliance		
3	Should comply to standards like FIPS 140-2 Level-3, ROHS		
4	Key Length Supported (1024 to 2048)		
5	Public Key Algorithm RSA encrypt/decrypt, RSA sign/verify, ECC (Electric Curve cryptography)		
6	Keys are always in Hardware and never stored in Software in any form		
7	Hash/HMAC algorithm: SHA1 and SHA 2 Family		
8	Symmetric Algorithm : AES, DES, TripleDES		
9	Compatibility: PKCS#11 , CAPI, OpenSSL, JCE/JCA		
10	Minimum 15 unique partitions with each partition supporting minimum 50 keys of 2048 length		

11	Support Private key generation, import and key transportation from one HSM appliance to another HSM		
12	Support for various cryptographic algorithms: Asymmetric Key with Diffie-Hellman RSA (1024-4096 bit) and (PKCS#1 v1.5, OAEP PKCS#1 v2.0		
13	Digital Signing via RSA (1024-4096-bit), DSA (512-1024-bit),		
14	EC Brainpool Curves (named and user-defined), Suite B Algorithm Support and ARIA support		
15	Published API for various above functionalities for integrating with the Application software		
16	Should support minimum 7500 transactions per second with RSA 2048 bits		
17	Remote Authentication Support for HSM management		
19	Onboard key generation, Digital Signing & Verification process to be done inside the HSM only for better performance and security		
20	Complete hardware based storage of key material for entire Life cycle		
21	Additional / specific software's if any, required to support multiple HSM appliances to be provided		
22	HSM Appliance should have dual power supplies		

23	Should support SNMP v2c, v3		
24	Should support both IPv4 and IP v6		
25	Power Specification - Indian power specifications in terms of Phase, Voltage, Freq		

6.5.3 IPS

.Proposed Make and Model	OEM Name	Gartner Report Name and Date	OEM position in Gartner Quadrant

S. No.	Minimum Specifications Required		Specification Offered	Compliance to minimum requirement as shown in column 2 and 3 (Y/N)
1	2	3	4	5
1	**Make**			
2	**Model**			
3	Throughput	10 Gbps of real world throughput		
5	No. of Ports	8 Nos of 10G SFP Fail Close ports		
6	Rack Mountable	Standalone independent IPS Appliance		
7	No. of segments protected	4 No. of segments		
8	Actions	Notification actions		
9	Alarms	Support for Detailed Intrusion Alarms		
9	Attacks	Comprehensive Attack Database		
10		Detect and prevent more than 5000 known attacks		

11		Support detection of:		
12		TCP hijacking		
13		DoS		
15		SYN Floods		
16	Event Correlation	Advanced Event Correlation		
17	High Availability	Active-Active/Active-Passive without session drop		
18	Integration with third party tools	Integration with SIEM		
19	Management	Support for Centralized Management		
20		Secure web-based embedded device management / GUI management of centralized manager		
21	Protocols to be monitored	Extensive Protocol Monitoring		
22		TCP/IP		
23		ICMP		
24		FTP		
25		UDP		
26		SMTP		
27		HTTP		
28		DNS		
29		RPC		
30		NNTP		
31		SSL		
32		Telnet		

33	Real time Intrusion Protection	Support for Accurate Real-time Intrusion Detection and Prevention		
34	Real time Response	Support for Real-time Response to Unauthorized Activity		
35	Signatures	Custom User-defined Signatures		
36		Automatic Signature Updates		
37	VLAN	Ability to Monitor 802.1q (trunked) traffic		
38	Other	Support for Pervasive Network-based		
39		Secure Communications		
40		Comprehensive IDS Anti-Evasion Techniques (Techniques to handle IPS bypass methods like encryption & tunneling, traffic segmentation, etc.)		
41		Intelligent threat investigation		
42		Flexible Deployment option		
43		Deep packet analysis		
44		IPS solution must have vulnerability based filter/signature which are known most effectively for Zero Day Attack Protection and undisclosed zero day.		
45		Latency should be less than 150 microsecond		

46		The proposed IPS solution must support which will alert or disable ineffective filter in case of noisy filters		
47	Power Supply	Hot Swappable Power supply proposed		
48		(N+1) redundant power supply proposed		
49	Support industry leading management frameworks like openview, tivoli, etc			
50	Support integration with RSA SA Event correlation engine /Sys log correlation engine			
51	Performance	Concurrent connections – 15 Million		
52	Power Specification	Indian power specifications in terms of Phase, Voltage and Frequency		
53	Operating temperature range	20-24 ºC		
54	Operating Relative Humidity range (non-	40-60 %		

	condensing)			
55	Gartner Report Positioning	The OEM of the proposed equipment must be in the Leaders/Challengers Quadrant of Gartner Magic Quadrant for Intrusion Prevention Systems in each of the last two reports		

6.5.4 Firewall

The IPS & Firewall solutions procured by means of this RFP must not be from the same OEM.

SL No	Minimum Specifications Required		Specification Offered	Compliance to minimum requirement as shown in column 2 and 3 (Y/N)
1	2	3	4	5
1	Make			
2	Model			
3	Architecture	The appliance hardware should be a multi-core CPU architecture with a hardened operating system to support higher memory		
4		System should have Firewall, IPSec, VPN, Unlimited users/nodes except VPN		
5		The appliance should support atleast 4 * 1G ports, 8* 10G ports		
6	**Performance & Scalability**	Should support at least 10 Gbps of Firewall throughput with all functionality mentioned in point 4 above		

7		SSL Inspection Throughput – at least 5 Gbps		
8		Firewall should support at least 15,000,000 concurrent sessions		
9		Firewall should support at least 200,000 connections per second		
11		Firewall should support at least 1000 VLANs		
12	**Firewall Features**	Firewall should provide application detection for DNS, FTP, HTTP, SMTP,ESMTP, LDAP, TFTP,SNMP		
13		Firewall should support creating access-rules with IPv4 & IPv6 objects simultaneously		
14		Firewall should support operating in routed & transparent mode		
15		Should support Static, RIP, OSPF, OSPFv3 and BGP		
16		Firewall should support manual NAT and Auto-NAT, static nat, dynamic nat, dynamic pat		
17		Firewall should support Nat66 (IPv6-to-IPv6), Nat 64 (IPv6-to-IPv4) & Nat46 (IPv4-to-IPv6) functionality		

18		Firewall should support Multicast protocols like IGMP, PIM, etc		
19		Should support security policies based on security group names in source or destination fields or both		
21	**High Availability Features**	Firewall should support Active/Standby or active-active/clustering failover		
22		Stateful failover to prevent session losses to minimal		
24		Firewall should support redundant interfaces to provide interface level redundancy before device failover		
26		Firewall should support 802.3ad functionality to increase the bandwidth for a segment.		
27		Firewall should have integrated redundant power supply		
28		Firewall should have redundant hot-swappable FANs		
29	**Management**	The management platform must be accessible via a web-based interface		
30		The management platform must provide a highly customizable dashboard.		

31		The management platform must be capable of role-based administration, enabling different sets of views and configuration capabilities for different administrators subsequent to their authentication.		
33		The management platform must provide multiple report output types or formats, such as PDF, HTML, and CSV.		
34		The management platform must support multiple mechanisms for issuing alerts (e.g., SNMP, e-mail, SYSLOG).		
35		The management platform must provide robust reporting capabilities, including a selection of pre-defined reports and the ability for complete customization and generation of new reports.		
37		The management platform must include an integration mechanism, preferably in the form of open APIs and/or standard interfaces, to enable events and log data to be shared with external network and security management applications, such as Security Information and Event Managers (SIEMs),		

		and log management tools.		
38	**Support VPN**	Supports IKE, IPSec VPN Standards, 3DES, X.509 & upto 256-bit AES encryption		
39	**Authentication, Authorization and Accounting (AAA) support**	Integrates with popular AAA services via RADIUS, TACACS/TACACS+.		
40		Supports Native Active Director User authentication		
41	**Others**	Support TCP intercept, URL Filtering		
42		Support minimum 2048 bit RSA and Diffie-Hellman, SHA-2		
43	**Power Supply**	Hot Swappable Power supply proposed		
44		(N+1) redundant power supply proposed		
45		Dual AC input proposed		
46		Cooling Fans		

47		Hot Swappable Cooling Fans		
48		(N+1) redundant Cooling Fans proposed		
49	Power Specification	Indian power specifications in terms of Phase, Voltage and Frequency		
50	Operating temperature range	20-24 °C		
51	Operating Relative Humidity range (non-condensing)	40-60 %		
52	Gartner Report Position	The Firewall solution offered must be rated as 'leaders' or 'Challengers' in the Magic Quadrant for Enterprise Firewall in each of the last two reports published by Gartner.		

6.5.5 Access Switch

All the switches procured by means of this RFP must be from the same OEM

Proposed Make and Model	OEM Name	Gartner Report Name and Date	OEM position in Gartner Quadrant

S No	Minimum Specifications Required		Specification Offered	Compliance to minimum requirement as shown in column 2 and 3 (Y/N)
1	2	3	4	5
1	Make			
2	Model			
3		Enterprise class rack mountable switch.		
4		Switch forwarding rates minimum 1Bpps		
6	Architecture	48 * 10G ports with 10 G MM transceivers. Switch should be standalone		
7		Support consolidating IP into single media		
8		Non-blocking switch architecture		
9		Switch should support		

		Software Defined Networking with Open flow 1.3 or Openstack		
10		Switch should be IPv6 ready with IPv6 protocols supported from Day 1		
12	Connectivity	802.3ad based standard port/link aggregation, Jumbo frames, storm control		
13		Support but not limited to - L2 Fiber/Copper ports ISL trunks/ equivalent (with same functionality)		
14		Support at least 4K VLAN (including reserved, if any) and 96k MAC Addresses		
15	Switching features	Datacenter bridging exchange, ieee 802.1Qbb and ieee802.1Qaz		
16		Switch should support auto device discovery and storm control		
17		DNS, TFTP and NTP protocol		
18		802.1X Network Security and Radius/TACACS, AAA authentication		
19	Security	MAC Address filtering based on source and destination address		
20		support for minimum 4 K IPv4 and 4k IPv6 ACLs like port based, VLAN based and Standard/Extended ACLs		

		L2- L4		
21	Network Protocols	DNS, DHCP, TFTP, NTPv3/v4,		
22	Quality Of Service			
23		Minimum 8 number of hardware queues per port		
26	Multicast	IGMP v1,v2,v3, IGMP snooping		
27		Support 12k IPv4 and 12k IPv6 multicast routes		
29	Other features supported	standards such as 802.3ab, ieee802.3ae ieee802.1w, ieee8 02.1s, ieee802.1p, ieee802.1Q, , 802.3ad, 802.1X,ieee802.3x		
30		SNMP v1, v2c, v3, RMON/RMON-II enabled, SSH, telnet, GUI, Web management		
31		IGMP Snooping for IPv4 and IPv6, MLD v1 and v2 Snooping		
32	Management	Switch should support port mirroring feature for monitoring network traffic of a particular port/VLAN/group of ports.		
33		Built-in real-time performance monitoring capabilities		
35	Compatible with proposed network			

		devices		
37		Hot Swappable Power supply proposed		
38	Power Supply	(N+1) redundant power supply proposed		
39		Dual AC input proposed		
40	Cooling Fans	Hot Swappable Cooling Fans proposed		
41		(N+1) redundant Cooling Fans proposed		
42	Power Specification	Indian power specifications in terms of Phase, Voltage and Frequency		
43	Operating temperature range	20-24 ºC		
44	Operating Relative Humidity range (non-condensing)	40-60 %		
45	Gartner Report Position	The OEM of the proposed equipment must be in the Leaders/Challengers Quadrant of Gartner Magic Quadrant for Data Centre Networking in each of the last two reports		

6.5.6 Access Management Switch

All the switches procured by means of this RFP must be from the same OEM

Proposed Make and Model	OEM Name	Gartner Report Name and Date	OEM position in Gartner Quadrant

Sl No	Minimum Specifications Required		Specification Offered	Compliance to minimum requirement as shown in column 2 and 3 (Y/N)
1	2	3	4	5
1	Make			
2	Model			
3		Enterprise class rack mountable switch.		
4		Non-blocking switch architecture		
5		Switch forwarding rates minimum 100Mpps		
6	Architecture	48 nos of 10/100/1000 Base-T ports and 2 Nos of 10G SFP+ ports loaded with MMTransceivers. Switch should be standalone		
9		Switch should support Software Defined Networking with Open Flow 1.3 or Openstack		

10		It should be IPv6 ready with IPv6 protocols supported from Day 1		
11	Connectivity	802.3ad based standard port/link aggregation, , storm control		
12		Support but not limited to - L2 Fiber/Copper ports ISL trunks/ equivalent (with same functionality)		
13	Switching features	Support at least 1K VLAN, 4K VLAN IDs and 32K MAC Addresses		
14		Switch support auto device discovery and storm control		
15		DNS,TFTP and NTPv3/v4 protocol		
16		802.1X Network Security and Radius/TACACS, AAA authentication		
17	Security	MAC Address filtering based on source and destination address		
18		support for minimum 1K IPv4 and 1K IPv6 ACLs like port based, vlan based and Standard/Extended ACLs L2- L4		
19	Network Protocols	DNS,DHCP,TFTP, NTPv3/v4		
20	Quality Of Service			
22		Minimum 8 number of hardware queues per port		
23	Multicast	IGMP v1,v2,v3, IGMP snooping		
24		Support 1k IPv4 and 1k IPv6 multicast routes		

25	Other features supported	standards such as 802.3ab, ieee802.3ae, ,ieee802.1w,ieee802.1s, ieee802.1p, ieee802.1Q, ,802.3ad,802.1X,ieee802.3x		
26		Should support detection of unidirectional links and to disable them to avoid problems such as spanning-tree loops		
27		Switch should support Dynamic ARP inspection or equivalent to ensure user integrity by preventing malicious users from exploiting ARP		
29		SNMP, v2c, v3, RMON/RMON-II enabled, SSH, telnet, GUI, Web management		
30		IGMP Snooping for IPv4 and IPv6, MLD v1 and v2 Snooping		
31	Management	Switch should support port mirroring feature for monitoring network traffic of a particular port/VLAN/group of ports.		
32		Built-in real-time performance monitoring capabilities		
34	Compatible with proposed network devices			

35		Hot Swappable Power supply proposed		
36	Power Supply	(N+1) redundant power supply proposed		
37		Dual AC input proposed		
38		Hot Swappable Cooling Fans proposed		
39	Cooling Fans	(N+1) redundant Cooling Fans proposed		
40	Power Specification	Indian power specifications in terms of Phase, Voltage and Frequency		
41	Operating temperature range	20-24 ⁰C		
42	Operating Relative Humidity range (non-condensing)	40-60 %		
43	Gartner Report Position	The OEM of the proposed equipment must be in the Leaders/Challengers Quadrant of Gartner Magic Quadrant for Data Centre Networking in each of the last two reports		

6.5.7 Router

Proposed Make and Model	OEM Name	Gartner Report Name and Date	OEM position in Gartner Quadrant

Sl No	Minimum Specifications Required		Specification Offered	Compliance to minimum requirement as shown in column 2 and 3 (Y/N)
1	2	3	4	5
	Make			
	Model			
1		Chassis based Router with at least four slot free with multi-core processor for expansion after considering the required interfaces loaded		
2	Architecture	Redundant route processor and stateful failover support without performance degradation and failover in less than 50 ms		
3		Router support in-service software upgrades and downgrades, should be performed without traffic loss.		
4		Online insertion and		

		removal of line cards without affecting other line card traffic		
5		**It should be IPv6 ready with IPv6 protocols supported from Day 1**		
6		Router Redundancy protocol such as VRRP, BFD (Bidirectional Forwarding Detection) or equivalent protocol		
7		Support for instant event notification for interface up/down.		
9	Fast Convergence/High Availability Features	Non-stop forwarding for protocols like -OSPF, IS-IS, BGP, Interface dampening capability		
10		Support fast computation and re-computation of SPF while providing instability issues with link state routing protocols such as OSPF, IS-IS and support incremental SPF or equivalent feature for fast convergence		
11		Router support graceful restart, network operating system for high uptime		
12	System Performance	Minimum forwarding performance of 170 Mpps for IPv4 & 170 Mpps for		

		IPv6		
13		Non-blockingAchitecture		
14		Backplane of each slot should be minimum 20 Gbps		
15	Memory	Should have sufficient memory to support all requisite protocols from day 1, without any performance degradation		
16	Ports	8 Nos. of 1GE Base-T ports		
		8 Nos. of 10GE SPF+ Ports loaded with MM transceivers		
17	Interface types	**Interfaces compatibility but not limited to - Gig Ethernet, (Copper+Fiber), 10Gig Ethernet**		
18	L2 protocols	Router shall support Frame Relay, PPP, HDLC and Ethernet encapsulation, MLPPP		
19		PAP and CHAP authentication		
20		SSL/IPSec capability		
21	Security Features	Support Access Control List to filter traffic based on Source and destination IP subnet, Source and Destination port, Protocol		

		type (IP, UDP, TCP, ICMP etc) and port range,		
22		Support for ACL Logging, NAT and PAT		
23		AAA through RADIUS or TACACS (or TACACS+)		
24		MD5 authentication for routing protocols -RIP2, OSPF, IS-IS, BGP, MPLS		
25	Routing and routing features	Support IPv4 - static route, Default route, RIPv2, OSPFv2, OSPFv3, ISIS, BGP4, MBGP protocol with advanced features and necessary licenses if any to enable routing protocols as needed.		
26		Support route redistribution and route filtering, and Policy Based Routing (PBR),		
27	Network Protocols	DNS,DHCP,TFTP, NTP, GRE tunneling, IP Services, etc		
28	Quality Of Service	Integrated support Hierarchical QOS policy. Support for congestion avoidance through WRED		

29		**Router should support traffic policing, traffic shaping and mark traffic using IP Precedence, DSCP . Router should support at least 4000 hardware queues for deployment of per-user, per-application, per-port QOS**		
30		Support for traffic classification using various parameters like source physical interface, Source, destination IP, subnet, protocol types, source, destination ports, 802.1p and some well known application types		
31	Multicast	IPv4 and IPv6 Multicasting, IGMP v1,v2,v3, IGMP snooping, for iPv4 and iPv6		
32	Other features	**Router support all applications like voice, video and data over a converged Infrastructure, support L3VPN, DMVPN/equivalent, etc, Flexible Packet matching/ equivalent, NBAR/Equivalent**		

33		**Support for IP SLA or equivalent to assure business-critical IP applications and Y.1731 for performance monitoring**		
34	Network Management	Router is manageable through local console, Aux Port, Telnet, SSH and web. Support online reconfiguration and configuration role back feature		
35		SNMP,v2c, v3, RMON enabled		
36		Multilevel role based ACLs, Controlled SNMP access through SNMP ACLs		
37	Software	Latest release with all supported features as required		
38	Mounting	Standard 19-in rack with required hardware		
39	Compatibility with proposed network devices			
40	Route scale	8k IPv4 and 8k IPv6 unicast routes		
41	Power Supply	Hot Swappable Power supply proposed		
42		(N+1) redundant power supply proposed		

43		Dual AC input proposed		
44	Cooling Fans	Hot Swappable Cooling Fans proposed		
45		(N+1) redundant Cooling Fans proposed		
46	Thermal Management and Energy Management			
47	Power Specification	Indian power specifications in terms of Phase, Voltage and Frequency		
48	Operating temperature range	20-24 ºC		
49	Operating Relative Humidity range (non-condensing)	40-60 %		
50	Gartner Report Position	The OEM of the proposed equipment must be in the Leaders/Challengers Quadrant of Gartner Magic Quadrant for Data Centre Networking in each of the last two reports		

6.5.8   L2 Switch

All the switches procured by means of this RFP must be from the same OEM

Proposed Make and Model	OEM Name	Gartner Report Name and Date	OEM position in Gartner Quadrant

S. No.	Minimum Specifications Required		Specification offered	Compliance to minimum requirement as shown in column 2 and 3 (Y/N)
1	2	3	4	5
	Make			
	Model			
1		Enterprise class rack mountable switch.		
2		Non-blocking switch architecture		
3	Architecture	Switch Forwarding Rate minimum 100Mpps		
4		10G/Gigabit Ethernet port - 12 SFP+ ports - 10g loaded with MMF modules. Switch should be standalone		

5		Switch should support Software Defined Networking with Open Flow 1.3 or Open stack.		
6	Connectivity	802.3ad based standard port/link aggregation, Jumbo frames, storm control		
7	Switching features	Support but not limited to - L2 Fiber/Copper ports ISL trunks/ equivalent (with same functionality)		
8		Support at least 1K VLAN and 24000 MAC Address		
9				
10		Switch support auto device discovery and storm control		
11		DNS,TFTP and NTPv3/NTPv4 protocol		
12	Security	802.1X Network Security and Radius/TACACS, AAA authentication		
13		MAC Address filtering based on source and destination address		
14		support for various ACLs like port based vlan based and Standard/Extended		

		ACLs L2- L4		
15	Network Protocols	DNS,DHCP,TFTP, NTP, BOOTP relay, etc		
16	Quality Of Service			
17		Minimum 8 number of hardware queues per port		
18	Multicast	IGMP ,v2c,v3, IGMP snooping		
19		Support 4k IPv4 and 4k IPv6 multicast routes		
20		Other features supported standards such as 802.3ab, ieee802.3ae, , ieee802.1w, ieee802.1s, ieee802.1p, ieee802.1Q, , 802.3ad, 802.1X, ieee802.3x		
21	Management	SNMP, v2c, v3, RMON/RMON-II enabled, SSH,telnet,GUI, Web management		
22		IGMP Snooping for IPv4 and IPv6, MLD v1 and v2 Snooping		
23		Switch should support port mirroring feature for monitoring network traffic of a particular		

		port/VLAN/group of ports.		
24		Built-in real-time performance monitoring capabilities		
25	Mounting	Compatible with proposed network devices		
26	Power Supply	Hot Swappable Power supply proposed		
27		(N+1) redundant power supply proposed		
28		Dual AC input proposed		
29	Cooling Fans	Hot Swappable Cooling Fans proposed		
30		(N+1) redundant Cooling Fans proposed		
31	Thermal Management and Energy Management			
32	Power Specification	Indian power specifications in terms of Phase, Voltage and Frequency		
33	Operating temperature range	20-24 ºC		

34	Operating Relative Humidity range (non-condensing)	40-60 %		
35	Gartner Report Position	The OEM of the proposed equipment must be in the Leaders/Challengers Quadrant of Gartner Magic Quadrant for Data Centre Networking in each of the last two reports		

6.6   Appendix F - Bid Securing Declaration Form

Bid Securing Declaration Form

<div align="right">

Date:

Bid No.:

</div>

To

> **The Deputy Director General (Technology),**
> **Unique Identification Authority of India (UIDAI),**
> **Tower II, 3rd Floor,**
> **Jeevan Bharati Building,**
> **Connaught Place,**
> **New Delhi – 110001.**

We, the undersigned, declare that:

We , M/s....................................(herein referred as vendor) understand that, according to

bid clause No. 2.3, bids may be supported with a Bid Securing Declaration, therefore

rather than submitting the **Bid Security /Earnest Money Deposit Form as attached at clause 6.2 (Appendix 'B') of the RFP,** Vendor render the declaration that:-

Vendor will automatically be suspended from being eligible for bidding in any contract with the Unique Identification Authority of India (herein referred as Purchaser) for the period of *3 years,* starting on bid submission closing date, if Vendor are in breach of any of the following obligation(s) under the bid conditions:-

(a)   If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.

(b)   In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.

(c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Vendor understand that this declaration shall expire if Vendor are not the

successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

Name :   _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

6.7 Appendix G – List of Documents Submitted

List of Documents Submitted

Date:

Bid No.:

To

The Deputy Director General (Technology)
Unique Identification Authority of India (UIDAI)
Tower II, 3rd Floor,
Jeevan Bharati Building,
Connaught Place,
New Delhi – 110001.

We, the undersigned, declare that:

The following documents listed herein have been submitted –

Sr. No	Document Type	Fulfilling Clause No.	Page No. (Attached in the document)	Remarks

(Signature)
Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

6.8 Appendix H - Contract

<div align="center">

CONTRACT

</div>

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 IT Network Equipment and Accessories along with Incidental Services with the **Vendor**, for the Data Centres of Unique Identification Authority of India in Hebbal, Manesar and two upcoming DCs**,** 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 IT Network Equipment" 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**

i

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							
3							
						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							
3							
						Total Cost of AMC (Y)	
						Total Cost (Z=X+Y)	

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   ----------------------------   Signature   ------------------------

Name   ----------------------------   Name   ------------------------

Designation   _____   Designation   _____

Address   ----------------------------   Address   ------------------------

Date   ----------------------------   Date   ------------------------

Place   :   New Delhi   Place   New Delhi

In the presence of: **In the presence of:**

Signature   ----------------------------   Signature   ------------------------

Name   ----------------------------   Name   ------------------------

Designation   _____   Designation   _____

Date   ----------------------------   Date   ------------------------

Place   :   New Delhi   Place   New Delhi