

**Tender No. : D-11018/15/09 – UIDAI dated 14.12. 2009**  
**UNIQUE IDENTIFICATION AUTHORITY OF INDIA**  
**PLANNING COMMISSION**  
**GOVERNMENT OF INDIA**  
**NEW DELHI**

**TENDER DOCUMENT**

**“Procurement of Biometric & Fingerprint Devices for the Unique Identification Authority of India (UIDAI), Delhi”**

**14<sup>TH</sup> DECEMBER, 2009**

Date of Issue	Issued To (Name & Address)	Cost of Tender Document	Payment Details				Signature of Issuing person
			DD No.	Name of the Bank	Branch	Date	
		Nil					

**SECTION I****Invitation for Bids**

1. This Tender invites bids from the established, reputed and reliable manufacturers of 'Single fingerprint Scanner', 'Dual Iris and face Capture Device', 'Dual iris capture device and Live Scan fingerprint device' or their sole authorised agents / distributors for :

**"Supply, Installation and Commissioning of Biometric & Fingerprint devices for the Unique Identification Authority of India "**.

2. Tenderers are advised to study the Tender Document carefully. Submission of Tender shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
3. Sealed offers prepared in accordance with the procedures enumerated in Clause 1 of Section II should be submitted to the Deputy Director General UIDAI, not later than the date and time laid down, at his address given in the **Schedule for Invitation to Tender under Clause 6.**
4. All bids must be accompanied by a bid security of **Rs. 50,000/- (Rupees fifty thousand only).**
5. This Tender document is not transferable.
6. **Schedule for Invitation to Tender:**

Name of the Purchaser:

**Unique Identification Authority of India (UIDAI)**

- i) Addressee and Address at which Tenders to be submitted:

**Unique Identification Authority of India (UIDAI)**  
3<sup>rd</sup> Floor, Tower II,, Jeevan Bharti Building,  
Connaught Circus,  
New Delhi, 110001.

- ii) Latest time and date for receipt of Tender

**On or before 16.30 hours on 17<sup>th</sup>, January, 2010**

- iii) Place, Time and Date of opening of Technical Bids:

Office of the Director General, UIDAI  
3<sup>rd</sup> Floor, Tower II,, Jeevan Bharti Building,  
Connaught Circus, New Delhi, -110001  
**at 17.0 hours on 17<sup>th</sup>, January , 2010**

## iv) Name of the contact person for any clarification :

Deputy Director General  
Unique Identification Authority of India  
New Delhi - 110001  
Tele/ Fax : 011- 23752669  
E-mail : ddguidai@gmail.com

## v) Date till which the response to the tender should be valid:

**60 days from the date of opening of the Technical Bids.**

## vi) Important dates :

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

<b>Activity</b>	<b>Date</b>
Release of Tender	28 <sup>th</sup> Dec. 2009
Last date for submission of written queries for clarifications	5 <sup>th</sup> Jan 2010
Last date for issue of clarifications	7 <sup>th</sup> Jan 2010
Technical and Bid submission , 4.30 pm	17 <sup>th</sup> Jan 2010
Bid opening date , 5.00 pm	17 <sup>th</sup> Jan 2010

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

## SECTION II

### INSTRUCTION TO TENDERERS

#### A. Introduction

##### 1. Procedure for Submission of Bids

1.1 It is proposed to have a **Two Cover System** for this tender.

- a) Technical Bid and commercial bid (2 copies) in one cover.
- b) Commercial Bid (2 copies) in one cover.

1.2 Each copy of Technical Bid of the Tender should be covered in a separate sealed cover superscribing the wordings "Technical Bid". Each copy should also be marked as "Original", "First copy" and "Second copy". All the three copies should be put in a single sealed cover superscribing the wordings "Technical Bid".

**Please Note that Prices Should Not be Indicated in the Technical Bid.**

1.3 Each copy of Commercial Bid of the Tender should be covered in a separate sealed cover superscribing the wordings "Commercial Bid". Each copy should also be marked as "Original", "First copy" and "Second copy". The two copies should be put in a single sealed cover superscribing the wordings "Commercial Bid".

**Commercial Bid should only indicate prices (Preferably item wise).**

1.4 Both the Technical Bid cover and Commercial Bid Cover, prepared as above, are to be kept in a single sealed cover superscribed with Tender Number, Due Date, Item and the wordings "**DO NOT OPEN BEFORE** " 17<sup>th</sup> Jan, 2010,(date and time given **at Clause 6(vi) of Section I**).

1.5 The cover thus prepared should also indicate clearly the name and address of the tenderer, to enable the Bid to be returned unopened in case it is declared "Late".

1.6 Each copy of the tender should be a complete document and should be bound as a volume. Different copies must be bound separately.

1.7 A letter, in a separate sealed cover, describing the pre-qualifying technical competence and experience of the Tenderer and also certifying the period of validity of Bids for 60 days from the date of opening of the Technical Bids in accordance with **Clause 7.1(c) and Clause 20**, should also be submitted with the Bid.

##### 2. Cost of Tender

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

**B. The Tender Document****3. Contents of the Tender Document**

3.1 The broad specifications of the Goods/Services required, Tender procedures and contract terms are prescribed in the Tender Document. In addition to Section-I - Invitation for Bids, the Tender Document includes :

- (a) **Section II** - Instructions to Tenderers;
- (b) **Section III** - General Conditions of Contract;
- (c) **Section IV** - Technical Bid / Commercial Bid

**Technical Bid** comprising of the following :

- i. Bid Particulars (**Annexe 4.1.1**)
- ii. Bid Letter (**Annexe 4.1.2**)
- iii. Technical Details of the Goods/Services offered (**Annexe 4.1.3**)
- iv. Statement of Deviation from Schedule of Requirements (**Annexe 4.1.4**)
- v. Statement of Deviation from Tender Terms and Conditions (**Annexe 4.1.5**)
- vi. Schedule of Delivery (**Annexe 4.1.6**)
- vii. Warranty (**Annexe 4.1.7**)
- viii. Manufacturers' Authorisation Form (**Annexe 4.1.8**)
- ix. Maintenance Facilities (**Annexe 4.1.9**)
- x. Technical Literature of the Goods Offered

**Commercial Bid** comprising of the following :

- i. Bid Particulars (**Annexe 4.2.1**)
  - ii. Bid Letter (**Annexe 4.2.2**)
  - iii. Statement of Commercial Deviations (**Annexe 4.2.3**)
  - iv. Summary of Cost of Goods and Services offered (**Annexe 4.2.4**)
  - v. Details of Cost of Goods and Services offered (**Annexe 4.2.5**)
  - vi. Post Warranty Annual Maintenance Charges (**Annexe 4.2.7**)
  - vii. Technical Service Charges (**Annexe 4.2.8**)
  - viii. Other Charges (**Annexe 4.2.9**)
  - ix. Accessories (**Annexe 4.2.10**)
- (d) **Section V** - Scope of work and Schedule of Requirements - Specifications of the Goods/Services

(e) **Section VI** - Miscellaneous comprising of the following :

- i) Contract Form
- ii) Proforma for Bank Guarantee for Contract Performance Guarantee Bond.
- iii) Proforma for Bank Guarantee for 10 % of Contract Value
- v) Bid Security Form

3.2 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tender Document. **Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of the bid.**

#### 4. **Clarification of Tender Document**

4.1 A prospective Tenderer requiring any clarification of the Tender Document may notify the Purchaser in writing at the Purchaser's mailing address indicated in **Clause 6 of Section I**. The Purchaser will respond in writing, to any request for clarification of the Tender Document, received not later than 4 days prior to the last date for the receipt of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the Tender Document.

#### 5. **Amendment of Tender Document**

5.1 At any time prior to the last date for receipt of bids, the Purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender Document by an amendment.

5.2 The amendment will be notified in writing or by fax to all prospective Tenderers who have received the Tender Document and will be binding on them.

5.3. In order to afford prospective Tenderers reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.

#### **C. Preparation of Bids**

##### 6. **Language of Bids**

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

## 7. Documents Comprising the Bids

7.1 The bids prepared by the Tenderer shall comprise of the following components :

**(a) Technical Bid comprising of the following :**

- i. Bid Particulars (**Annexe 4.1.1**)
- ii. Bid Letter (**Annexe 4.1.2**)
- iii. Technical Details of the Goods/Services offered (**Annexe 4.1.3**)
- iv. Statement of Deviation from Schedule of Requirements (**Annexe 4.1.4**)
- v. Statement of Deviation from Tender Terms and Conditions (**Annexe 4.1.5**)
- vi. Schedule of Delivery (**Annexe 4.1.6**)
- vii. Warranty (**Annexe 4.1.7**)
- viii. Manufacturers' Authorisation Form (**Annexe 4.1.8**)
- ix. Response Sheet for Training (**Annexe 4.1.9**)
- x. Technical Literature of the Goods Offered

**(b) Commercial Bid comprising of the following :**

- i. Bid Particulars (**Annexe 4.2.1**)
- ii. Bid Letter (**Annexe 4.2.2**)
- iii. Statement of Commercial Deviations (**Annexe 4.2.3**)
- iv. Summary of Cost of Goods and Services offered (**Annexe 4.2.4**)
- v. Details of Cost of Goods and Services offered (**Annexe 4.2.5**)
- vi. Training Cost Particulars (**Annexe 4.2.6**)
- vii. Post Warranty Annual Maintenance Charges (**Annexe 4.2.7**)
- viii. Technical Service Charges (**Annexe 4.2.8**)
- ix. Other Charges (**Annexe 4.2.9**)
- x. Accessories (**Annexe 4.2.10**)

**(c) A letter in a separate sealed cover describing the Pre-qualifying Technical Competence such as proven experience in supply of such equipments, Vendor profile, Bid Security. (Refer **Clause 20** also)**

7.2 Tenderers should enclose with their offers, full details of all the Goods/Services offered as well as their latest Goods/Services available with full documentation, descriptive literature/leaflets supplementing the description and point out any special feature of their system. All documentation is required to be in English.

## 8. Bid Prices

8.1 The Tenderer shall indicate in the proforma prescribed at **Annexe 4.2.4** to **Annexe 4.2.10** of the Commercial Bid, the unit prices and total Bid Prices of the Goods and other services, it proposes to supply under the Contract.

## 9. Firm Price

9.1 Prices quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications whatsoever. Prices should **indicate the price at site** and should include all State and Central Taxes, Viz. Excise duties and municipal taxes, octroi leviable on the final finished supplies tendered for. In addition, a complete break-up showing the ex-factory prices, taxes and excise duties individually, incidentals, freight and insurance, if any, shall also be given. While quoting the prices, the rate per unit must be quoted. All prices, taxes, duties and levies etc. must be clearly shown in figures and words (**Annexe 4.2.5**).

9.1A **Discount** : The Tenderers are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the Purchaser shall avail such discount at the time of award of contract.

9.2 Cost of supply, installation, erection, commissioning and making Goods/Services fully operational, if any, should be shown separately as technical service charges vide **Annexe 4.2.8**.

9.3 Prices should be shown separately for each item of Goods/Services and other aspects as detailed in Bid Documents. **Tenders not containing item-wise prices are liable to be rejected.** The prices quoted should also include all rights (if any) of patent, registered design or trade mark and the supplier shall indemnify the purchaser against all claims in respect of the same.

9.4 Attention of the tenderer is invited to the terms and conditions of payment given in **Clause 13 of Section III**. Tenderers must also note that in the event of the Purchaser making available 'D' Form, Sales Tax will be payable only as per rates applicable to government purchases.

## 10. Price Reduction

10.1 The tenderer may state in his tender the price reduction that would be allowed in the event the Purchaser decides to purchase all the items listed in the schedule of requirements from one tenderer. It may be indicated lump-sum, percentage or item-wise.

## 11. Tenderer Qualification

11.1 The "Tenderer" as used in the tender documents shall mean the one who has signed the Tender Form. The Tenderer may be either the manufacturer of the Goods/Services for which price is quoted on the Tender Form or his duly **Authorised Sole Representative**, in which case he/she shall submit a certificate of authority (**Annexe 4.1.8**). All certificates and documents received hereby, shall, as far as possible, be furnished by the representative and the manufacturer.

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

(a) A "Sole Proprietor" of the firm or constituted attorney of such sole proprietor.

- (b) A partner of the firm if it be a partnership, in which case he/she must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney. In the alternative, the tender should be signed by all the partners.
- (c) Constituted attorney of the firm, if it is a company.

## 12. Bid Security

- 12.1 Pursuant to **Clause 7.1(c)**, the Tenderer shall furnish, as part of its bid, **a bid security of the amount mentioned in Clause 4 of Section I.**
- 12.2 The bid security is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to **Clause 12.8.**
- 12.3 The bid security shall be denominated in Indian Rupees, and shall be in the form of a **irrevocable bank guarantee** issued by a **Nationalised / Scheduled Bank**, in pro-forma provided at **Annexe 6.5** in the Tender Documents and should be valid for 45 days beyond the validity of the Bid;
- 12.4 Any bid not secured in accordance with Clauses 12.1 and 12.3 will be rejected by the Purchaser as non-responsive.**
- 12.5 Unsuccessful Tenderer's bid security will be discharged/ returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to **Clause 13.**
- 12.6 The successful Tenderer's bid security will be discharged upon the Tenderer executing the Contract, pursuant to **Clause 37** and furnishing the performance security, pursuant to **Clause 38.**
- 12.7 No interest will be payable by the purchaser on the amount of the Bid Security.
- 12.8 The bid security may be forfeited:
  - (a) if a Tenderer withdraws its bid during the period of bid validity specified by the Tenderer in the Bid; or
  - (b) in the case of a successful Tenderer, if the Tenderer fails;
    - (i) to sign the Contract in accordance with **Clause 37**; or
    - (ii) to furnish performance security in accordance with **Clause 38.**

## 13. Period of Validity of Bids

- 13.1 Bids shall remain valid for 60 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.**
- 13.2 In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The bid security provided under **Clause 12** shall also be suitably extended. A Tenderer may refuse the request without forfeiting its bid secu-

rity. A Tenderer granting the request will not be required nor permitted to modify its bid.

#### 14. **Format and Signing of Bid**

14.1 The Tenderer shall prepare three copies each of the Technical Bid and Commercial Bid, clearly marking each "Original" , "First Copy" and "Second Copy" as appropriate in accordance with **Clause 1**. In the event of any discrepancy between them, the original shall govern.

14.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Tenderer or a person or persons duly authorised to bind the Tenderer to the Contract in accordance to **Clause 11**. **The letter of authorisation shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialled by the person or persons signing the bid.**

14.3 The bid shall contain no interlineation, erasures or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialled by the person or persons signing the bid.

#### 15. **Revelation of Prices**

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

#### 16. **Income Tax Clearance Certificate – Not required to be submitted**

#### 17. **Terms and Conditions of Tendering Firms**

17.1 Printed terms and conditions of the tenderers will not be considered as forming part of their tenders. **In case terms and conditions of the contract applicable to this Invitation of Tender are not acceptable to any Tenderer, he should clearly specify deviation in its tender (Annexe 4.1.5).**

17.2 **Similarly in case the Goods/Services being offered has deviations from the specifications laid down in Section V, the tenderer shall describe in what respects and to what extent the Goods/Services being offered differ/deviate from the specifications, even though the deviations may not be very material. Tenderer must state categorically whether or not his offer conforms to tender specifications and indicate deviations, if any. (Annexe 4.1.4)**

#### 18. **Local Conditions**

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

#### 19. **Headings**

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

20. **Conditions for Pre-Qualification of Tenderers**

20.1 Pursuant to **Clause 1.7 and Clause 7.1(c)**, the Tenderer should clearly indicate, giving explicit documentary evidence in the letter, in respect of the Goods/Services offered, the following, in the format given at **Annexe 6.6**:

- i) Proven experience of Supplying, Installation, , Commissioning and Implementation of similar Goods/Services, anywhere in India or Abroad.
- ii) Bid Security of the prescribed amount and validity pursuant to **Clause 12**.
- iii) The Tenderer should be established, reputed and reliable manufacturer of the device or his sole authorised agent / distributor.

**D. Submission of Bids**

21. **Sealing and Marking of Bids**

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

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

21.3 The envelopes containing the tender documents will be submitted to the purchaser along with a letter, in a separate sealed cover, indicating their experience and technical competence. This letter will be utilised for pre-qualifying the tenderers with reference to the experience and technical competence as specified in **Clause 20**.

22. **Last Date for Receipt of Bids**

22.1 **Bids must be received by the Purchaser at the address specified under Clause 6(c) of Section I not later than the time and date specified in Clause 6(d) of Section I. In the event of the specified date for the receipt of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.**

22.2 The Purchaser may, at its discretion, extend the last date for the receipt of bids by amending the Tender Document in accordance with **Clause 5**, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the last date will thereafter be subject to the last date as extended.

23. **Late Bids**

23.1 Any bid received by the Purchaser after the last date for receipt of bids prescribed by the Purchaser, pursuant to **Clause 6 Section I**, will be rejected and/or returned unopened to the Tenderer.

24. **Modification and Withdrawal of Bids**

- 24.1 The Tenderer may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the last date prescribed for receipt of bids.
- 24.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked and despatched in accordance with the provisions of **Clause 21**. A withdrawal notice may also be sent by telex or cable but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids.
- 24.3 No bid may be modified subsequent to the last date for receipt of bids.
- 24.4 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Tenderer in the Bid. **Withdrawal of a bid during this interval may result in the Tenderer's forfeiture of its bid security.**

25. **Address for Correspondence**

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

26. **Opening of Bids by Purchaser**

- 26.1 On the basis of information given in the **letter of pre-qualification**, as mentioned at **Clause 20**, Tenderers will be pre-qualified. **The bids of Tenderers not qualified will be returned unopened immediately.**
- 26.2 **Technical bids of only pre-qualified tenderers will be opened.**
- 26.3 The Purchaser will open the Technical Bid of the Pre-qualified Tenderers, in the presence of the representatives of the Tenderers who choose to attend, at the time, date and location as mentioned in Section I of this Document.

Office of the Director General and Mission Director,  
Room No. 321, 3 rd floor , Planning Commission ,  
Parliament Street, New Delhi - 110001.

- 26.4 **The Tenderers' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the bid opening.**

27. **Clarifications**

- 27.1 When deemed necessary, the Purchaser may seek clarifications on any aspect from the tenderer. However, that would not entitle the Tenderer to change or cause any change in the substance of the tender submitted or price quoted. The Purchaser may, if so desired, ask the tenderer to give presentation for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the tenderers.

**28. Preliminary Examination**

28.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

28.2 **Bids from agents without proper authorisation from the manufacturer as per Annexe 4.1.8 shall be treated as non-responsive.**

28.3 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. **If the supplier does not accept the correction of the errors, its bid will be rejected.** If there is a discrepancy between words and figures, the amount in words will prevail.

28.4 **A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.**

28.5 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Tenderer.

**29. Evaluation and Comparison of Bids**

29.3 After technical bids are opened and evaluated, a list of short listed tenderers will be prepared. The short listed vendors will be called, if necessary, for a Technical Conference to fine tune their specifications.

**30. Verification of Reference supplies**

30.1 The Purchaser may conduct /Verification of Reference supplies , if considered necessary, to satisfy itself on the performance of the Goods/Services offered with reference to its requirements.

30.2 The Purchaser will satisfy itself on the veracity of the reference supplies with reference to performance indicators relevant to the requirements specified.

**31. Contacting the Purchaser**

31.1 No Tenderer shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

31.2 **Any effort by a Tenderer to influence the Purchaser's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Tenderer's bid.**

**32. Post Qualification**

32.1 In addition to the pre-qualification, the Purchaser will determine to its satisfaction whether the Tenderer selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.

32.2 The determination will take into account the Tenderer's financial, technical and/or supply capabilities. It will be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to **Clause 20** as well as such other information as the Purchaser deems necessary and appropriate.

32.3 An affirmative determination will be a prerequisite for award of the Contract to the Tenderer. A negative determination will result in rejection of the Tenderer's bid, in which event, the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### 33. **Bid Evaluation and Award Criteria**

33.1 Subject to **Clause 35**, the Purchaser will award the Contract to the successful Tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest bid evaluated on the basis of criteria laid out in section 33.2 for performance of the entire work as outlined in scope of work at **Section V - Schedule of Requirements**, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily. The Purchaser shall however not bind itself to accept the lowest or any bid and reserves the right to accept any bid, wholly or in part.

#### 33.2 **Bid evaluation**

- A bidder can quote for supply of either one /some or all the four type of equipments as per his capacity to supply the equipments. In other words, it is not necessary that every bidder has to quote for all types of equipments. As a result there can be more than one successful bidder.
- The purchaser shall determine the lowest price of the equipment in each category and accordingly determine the L1 bidder for that category of equipment.
- In case a bidder quotes for more than one /all equipment and emerges as the L1 bidders in more than one/all category of equipment he shall be eligible for award of supply for more than one/all category of equipment.
- **The bid evaluation shall be done on the total price of each category of equipment including prices for items mentioned at sr no. 1 to 8 in Annexure 4.2.4 detailing ' Summary of the Cost of Goods / Services offered'.**

### 34. **Purchaser's Right to Vary Quantities at The time of Award**

34.1 The Purchaser reserves the right at the time of award of Contract to increase or decrease the quantity of goods and services specified in the Schedule of Requirements without any change in price or other terms and conditions. The purchase also reserves the right to split the award of contract .

### 35. **Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**

35.1 The Purchaser reserves the right to accept any bid, and to annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring

any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Purchaser's action.

**36. Notification of Award**

36.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Tenderer in writing by registered letter or by cable or telex or fax, to be confirmed in writing by registered letter, that its bid has been accepted.

36.2 The notification of award will constitute the formation of the Contract.

36.3 Upon the successful Tenderer's furnishing of performance security pursuant to **Clause 38**, the Purchaser will promptly notify each unsuccessful Tenderer and will discharge its bid security, pursuant to **Clause 12**.

**37. Signing of Contract**

37.1 At the same time as the Purchaser notifies the successful Tenderer that its bid has been accepted, the Purchaser will send the Tenderer the Contract Form (Annexe 6.1) provided in the Tender Document, incorporating all agreements between the parties.

37.2 Within 15 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

**38. Performance Security**

38.1 Within 7 days of the receipt of notification of award from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at **Annexe 6.2**.

38.2 Failure of the successful Tenderer to comply with the requirement of **Clause 37 or Clause 38** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new bids.

<b>SECTION III. GENERAL CONDITIONS OF CONTRACT</b>	
<b>TABLE OF CLAUSES</b>	
<b>CLAUSE</b>	<b>TOPIC</b>
1.	Definitions
2.	Applications
3.	Standards
4.	Use of Contract Documents and Information
5.	Patent Rights
6.	Performance Security
7.	Installations, Erection, Commissioning and Acceptance Tests
8.	Incidental Services
9.	Training
10.	Delivery and Documents
11.	Maintenance and Spare Parts
12.	Warranty
13.	Payment
14.	Currency of Payment
15.	Change Orders
16.	Contract Amendments
17.	Assignment
18.	Sub-contracts
19.	Delays in Vendor's Performance
20.	Liquidated Damages
21.	Termination for Default
22.	Force Majeure
23.	Termination for Insolvency
24.	Termination for Convenience
25.	Arbitration
26.	Governing Language
27.	Applicable Law
28.	Notices
29.	Back-up Support
30.	Power Tolerance
31.	Technical Data
32.	Software
33.	Price Fall
35.	Passing of Property
36.	Engineering Changes
37.	Prices
38.	Deductions
39.	Taxes and Duties
40.	Insurance
41.	"No Claim" Certificate
42.	Continuing Support
43.	Satisfactory Complementary Performance

### SECTION III

#### GENERAL CONDITIONS OF CONTRACT

##### 1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "UIDAI" means the Unique Identification Authority of India or any other representative authorised by the UIDAI.
  - (b) "The Purchaser" means the any person India acting through the UIDAI.
  - (c) "Purchase Officer" means the officer signing the acceptance of tender and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
  - (d) 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.
  - (e) The "Vendor" means the person or the firm or the company with whom the order for the Supply, 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.
  - (f) "The Contract Price" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
  - (g) "The Goods" mean all of the equipment, machinery, and/or other material which the Vendor is required to supply to the Purchaser under the Contract;
  - (h) "Service" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Vendor covered under the Contract;
  - (i) "Acceptance of Tender" means the letter/telex/telegram/ fax or any memorandum communicating to the Tenderer the acceptance of his tender and includes an advance acceptance of his tender.

##### 2. Application

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

##### 3. Standards

- 3.1 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.

#### **4. Use of Contract Documents and Information**

- 4.1 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 may be necessary for purposes of such performance.
- 4.2 The Vendor shall not, without the Purchaser's prior written consent, make use of any document of information enumerated in **Clause 3 of Section II** except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in **Clause 3 of Section II** 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.

#### **5. Patent Rights**

- 5.1 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.

#### **6. Performance Security**

- 6.1 Within 15 days after the receipt of notification of award of the Contract from the Purchaser, the successful Vendor shall furnish performance security to the Purchaser, which shall be equal to 10 percent of the value of the contract in the form of a bank guarantee bond from a recognised bank.

#### **7. Supply, Installation**

- 7.1 The Vendor shall be responsible for supply and installation of the Goods/Services at the destination sites and for making them fully operational.

#### **8 Incidental Services**

- 8.1 The Vendor shall be required to provide any or all of the following services:
- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
  - (b) Furnishing of tools required for assembly and/or start-up of the Supplied Goods;
  - (c) Furnishing of detailed operations and maintenance manuals for each appropriate unit of the supplied Goods;
  - (d) Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the Purchaser and the Vendor, provided that this service shall not relieve the Vendor of any warranty obligations under this Contract; and

- (e) Conduct of training of the Purchase's personnel, at the purchasers of-  
fice .

## 9. Training

- 9.1 Vendor shall provide user training to Operating staff, Senior executives, etc. of the user or such other persons nominated by the Purchaser after mutual discussions..

## 10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Vendor in accordance with the terms specified by the Purchaser in its Notification of Award / Letter of Intent.

## 11. Maintenance and Spare Parts

- 11.1 Documentation shall be supplied for installation, maintenance, servicing and operation of equipment.
- 11.2 The servicing manual shall cover all the procedures and information necessary for the diagnosis and repair of faulty units or components of every type. It shall include circuits, board layouts, component schedules (with Vendors' names), test points and test parameters, and use of test equipment.
- 11.3 The Vendor undertakes that necessary maintenance will be directly made available for at least 2 years after the acceptance of the system on a continuing basis at a reasonable price, at the option of the Purchaser **(Annexe 4.2.7)**.
- 11.4 The Vendor warrants that spare parts for the system would continue to be supplied even after a period of eight years indicated in para (ii) above, and that however, before phasing out or discontinuation of production of any of the spare parts, required for the maintenance of the System he will give at least twelve (3) months' notice prior to such discontinuation to the Purchaser.

## 12. Warranty

- 12.1 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.
- 12.2 This warranty shall remain valid for (12 months) after the Goods, or any portion thereof as the case may be, have been delivered (and commissioned) to the final destination indicated in the **contract and accepted**, unless specified otherwise in the General Conditions of Contract.
- 12.3 The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.

12.4 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.

12.5 If the Vendor, having been notified, fails to remedy the defect(s) within a reasonable period, 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.

### 13. **Payment**

13.1 Payment shall be made by the Purchaser only after completion of supply, installation and acceptance of the Goods/Services mentioned in the schedule, to the entire satisfaction of the Purchaser or any other agency nominated by him.

13.2 The Purchaser payments which shall be subject to the following conditions:

- 75% payment within 30 days of delivery and installation of system.
- Balance 25% payment within 30 days of satisfactory commissioning and acceptance of the devices.

### 14. **Currency of Payment**

14.1 Payment shall be made in Indian Rupees only.

### 15. **Change Orders**

15.1 The Purchaser may at any time, by a written order given to the Vendor pursuant to **Clause 28**, make changes within the general scope of the Contract in any one or more of the following:

- (a) the method of shipment or packing;
- (c) the place of delivery; or
- (d) the Service to be provided by the Vendor.
- (e) increase / decrease quantities of goods

15.2 If any such change causes an increase or decrease in the cost of, 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 Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this Clause must be asserted within thirty days from the date of the Vendor's receipt of the Purchaser's change order.

### 16. **Contract Amendments**

16.1 Subject to **Clause 18**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**17. Assignment**

- 17.1 The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, 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.

**18. Subcontracts**

- 18.1 The Vendor shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Vendor from any liability or obligation under the Contract.

**19. Delays in the Vendor's Performance**

- 19.1 Delivery of the Goods and performance of Service shall be made by the Vendor in accordance with the time schedule specified by the Purchaser in its Schedule of Requirements.
- 19.2 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.
- 19.3 If at any time during performance of the Contract, the Vendor or its sub-contractor(s) 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 by amendment of the Contract. If the vendor request to delay the delivery of goods and performance of services is not found acceptable to the purchaser, clause 19.2 would be invoked.

**20 Liquidated Damages**

- 20.1 Subject to Clause 22, if the Supplier fails to deliver 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 Price, as liquidated damages, a sum equivalent to the 0.5 per cent per week (Seven Days) or part thereof of the contract price of the delayed Goods or unperformed Services for each week (Seven Days) or part thereof of delay until actual delivery or performance, up to maximum deduction of 10% of the contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 21.

**21. Termination for Default**

- 21.1 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:
- (a) If the Vendor fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to **Clause 19**; OR

- (b) If the Vendor fails to perform any other obligation(s) under the contract.

21.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to **Clause 21.1** 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. However, the Vendor shall continue performance of the Contract to the extent not terminated.

## **22. Force Majeure**

22.1 Notwithstanding the provisions of **Clauses 19, 20, 21** the Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

22.2 For Purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

22.3 If a force Majeure situation rises, the Vendor shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **23. Termination for Insolvency**

23.1 The Purchaser may at any time terminate the Contract by giving written notice to the Vendor, 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.

## **24. Termination for Convenience**

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

## **25. Arbitration**

25.1 The Purchaser and the Vendor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

25.2 If, after Thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Vendor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in **Clauses 25.3, 25.4 and 25.5**.

25.3 In the case of a dispute or difference arising between the Purchaser and the Vendor relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of two Arbitrators, one Arbitrator to be nominated by the Purchaser and the other to be nominated by the Vendor or in case of the said Arbitrators not agreeing, then to the award of an Umpire to be appointed by the Arbitrators in writing before proceeding with the reference, and in case the Arbitrators cannot agree to the Umpire, he may be nominated by the Arbitration Council of India/Institution of Engineers, India. The award of the Arbitrators, and in the event of their not agreeing, of the Umpire appointed by them or by the Arbitration Council of India/Institution of Engineers, India shall be final and binding on the parties.

25.4 The Indian Arbitration Act 1940, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.

25.5 The venue of arbitration shall be the place from where the Contract is issued.

## **26. Governing Language.**

26.1 The Contract shall be written in the language of the bid, as specified by the Purchaser in the Instructions to Bidders. Subject to **Clause 27**, 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.

## **27. Applicable Law**

27.1 The Contract shall be interpreted in accordance with the Indian laws.

## **28. Notices**

28.1 Any notice by one party to the other pursuant to the Contract shall be sent in writing or by telegram or telex/cable/fax and confirmed in writing to the address specified for that purpose in the contract.

28.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **29 Back-up Support**

29.1 Vendor shall furnish details of the back-up engineering and systems support that will be available to the Purchaser. If the maintenance of the system, after expiry of the Warranty period, is taken over either by the Purchaser or any other person/Agency to be nominated by the Purchaser, the Vendor shall be responsible for supply of spare parts and back-up maintenance support required by the Purchaser or that Agency and shall continue to make available the spare parts.

## **30 Power Tolerance ~ As per industry standards**

## **31. Technical Data**

31.1 Vendor shall furnish a copy of the technical specifications for all the items of supply.

**32. Software**

- 32.1 Software, if any, which will be supplied free and which will be charged for should be indicated separately.

**33. Price Fall**

- 33.1 The prices charged for the stores supplied under the contract by the Vendor shall in no event exceed the lowest price at which the Vendor sells the stores or offers to sell stores of identical description to any persons/organisations 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.
- 33.2 If any time during the said period the Vendor reduces the sale price, sells or offers to sell such stores to any person/organisation 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 stores supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

**34. Delivery**

- 34.1 The devices specified in the schedule (**Annexe 4.1.6**) are required to be supplied installed and commissioned **within three weeks** by the Vendor and within the period indicated in the letter of intent.

**35. Passing of Property**

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

**36. Engineering Changes**

- 36.1 The Vendor agrees to incorporate all changes to the system, announced by him from time to time, before the delivery of the devices.

**37. Prices**

- 37.1 Prices to be firm: The prices quoted for the Machine/equipment shall be firm throughout the period of contract and shall not be subject to any variation. The pricing policies for the Purchaser for future Purchases of more such systems as detailed in **Section V**, over the next 2 to 3 years should be clearly indicated.

**38. Deductions**

- 38.1 Payments, as envisaged in **Clause 13**, shall be subject to deductions of any amount, for which the Vendor is liable under the agreement against this tender.

**39. Taxes and Duties**

- 39.1 The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, **demurrage charges** etc., incurred until delivery of the contracted Goods to the Purchaser. However, sales tax (not surcharge in lieu of sales tax) in respect of the transaction between the Purchaser and the Vendor shall be payable extra by the Purchaser if so stipulated in the Notification of Award. If there is any reduction in duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser.
- 39.2 The Vendor must also note that in the event of the Purchaser making available 'D' Form, Sales Tax will be payable only as per rates applicable to Government purchases.
- 39.3** The Vendor must also note that the octroi exemption certificate, if any, applicable to the Central Government purchases, may be issued by the Purchaser on receipt of the request from the Vendor. The Purchaser will, however, not be responsible if the octroi exemption certificate issued by it is not honoured by the concerned local/municipal authorities. In that case, the Vendor shall have to bear octroi duties, demurrage charges etc.

**40. Insurance**

- 40.1 The Goods supplied under the Contract shall be fully insured by the Vendor against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.
- 40.2 The insurance shall be obtained by the Vendor, naming the Purchaser as the beneficiary.

**41. "No Claim" Certificate**

- 41.1 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 favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.

**42. Continuing Support**

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

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**SECTION IV. CONTENTS OF BIDS****TABLE OF CONTENTS**

<b>S. NO.</b>	<b>CONTENTS</b>	<b>PAGE No.</b>
	<b>A. Technical Bid</b>	
1	Bid Particulars ( <b>Annexe 4.1.1</b> )	
2	Bid Letter ( <b>Annexe 4.1.2</b> )	
3	Technical Details of Goods/Services offered ( <b>Annexe 4.1.3</b> )	
4	Statement of Deviation(s) from Schedule of Requirements ( <b>Annexe 4.1.4</b> )	
5	Statement of Deviation(s) from Tender Terms and Conditions ( <b>Annexe 4.1.5</b> )	
6	Schedule of Delivery ( <b>Annexe 4.1.6</b> )	
7	Warranty ( <b>Annexe 4.1.7</b> )	
8	Manufacturer's Authorisation Form ( <b>Annexe 4.1.8</b> )	
9	Maintenance Facilities ( <b>Annexe 4.1.9</b> )	
10	Response Sheet for Training ( <b>Annexe 4.1.9</b> )	
11	Technical Literature of the Goods Offered	
	<b>B. Commercial Bid</b>	
12	Bid Particulars ( <b>Annexe 4.2.1</b> )	
13	Bid Letter ( <b>Annexe 4.2.2</b> )	
14	Statement of Commercial Deviation(s) ( <b>Annexe 4.2.3</b> )	
15	Summary of Cost of Goods and Services offered ( <b>Annexe 4.2.4</b> )	
16	Details of Cost of Goods and Services offered ( <b>Annexe 4.2.5</b> )	
17	Post Warranty Annual Maintenance Charges ( <b>Annexe 4.2.7</b> )	
18	Technical Service Charges ( <b>Annexe 4.2.8</b> )	
19	Other Charges ( <b>Annexe 4.2.9</b> )	
20	Accessories ( <b>Annexe 4.2.10</b> )	

**Annexe 4.1.1**  
(Please see Clause 7 of  
Instructions to Tenderers)

**A. TECHNICAL BID**

**BID PARTICULARS FOR TENDER No.** -----

1. Name of the Bidder -----

2. Address of the Bidder -----

3. Name of the Manufacturer/Developer  
of the Product(s) offered -----

4. Address of the Manufacturer/Developer  
of the Product(s) offered -----

5. Place of Manufacture/Development  
of the Product(s) offered -----

6. Service facilities available  
for maintenance -----

7. Availability of spare parts -----

8. Bidder's proposal number and date -----

9. Name & address of the officer  
to whom all references shall be  
made regarding this tender -----

Telex -----

Telephone -----

Fax No. -----

**Witness :**

Signature -----

Signature -----

Name -----

Name -----

Address -----

Designation -----

Company -----

Date -----

Date -----

**Company Seal**

**Annexe 4.1.2**  
(Please see Clause 7 of  
Instructions to Tenderers)

**Bid Letter**  
**(Technical Bid)**

To

The Director General and Mission Director  
Planning Commission  
New Delhi - 110001.

Ref : Tender No. ----- dated -----

Sir,

We declare:

- i) that we are manufacturers/developers/sole authorised agents/ distributors of -----
  - ii) that we/our principals are equipped with adequate machinery for production quality control offered products manufactured/developed and used by us .
2. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the Commercial Bid at Annexe 4.2.1 to 4.2.10.
- 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 **Annexe 4.1.6** and that we shall perform all the incidental services.
- 4. TERMS OF DELIVERY**
- The prices quoted are inclusive of all charges inclusive of installation and commissioning charges .
5. We enclose herewith the complete Technical Bid as required by you. This includes :
- i. Bid Particulars (**Annexe 4.1.1**)
  - ii. Bid Letter (**Annexe 4.1.2**)
  - iii. Technical Details of the Goods/Services offered (**Annexe 4.1.3**)
  - iv. Statement of Deviation from Schedule of Requirements (**Annexe 4.1.4**)
  - v. Statement of Deviation from Tender Terms and Conditions (**Annexe 4.1.5**)
  - vi. Schedule of Delivery (**Annexe 4.1.6**)
  - vii. Warranty (**Annexe 4.1.7**)
  - viii. Manufacturers' Authorisation Form (**Annexe 4.1.8**)
  - ix. Maintenance facilities (**Annexe 4.1.9**)
  - x. Technical Literature of the Goods Offered
6. We agree to abide by our offer for a period of **60 days** from the date fixed for opening of the tenders and that we shall remain bound by a communication of acceptance within that time.
7. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake

to supply as per these terms and conditions. The deviations from the above terms and conditions are only those mentioned in **Annexure 4.1.5**. The deviations from the Schedule of Requirements are only those mentioned in **Annexure 4.1.4**.

8. Certified that the tenderer is:

a sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor,

or

a partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney,

or

a company and the person signing the tender is the constituted attorney.

*(NOTE : Delete whatever is not applicable. All corrections/ deletions should invariably be duly attested by the person authorised to sign the tender document.)*

9. Bid Security (Earnest Money) for an amount equal to Rs. ----- (Rupees ----- only) is enclosed in the Cover containing Pre-qualifying Requirements in the form specified in **Clause 12 of Section II**.

10. 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 awarding the contract, shall constitute a binding contract between us.

Dated this    day of    19

Signature of Tenderer

Details of  
enclosures.

Full Address:

Telephone No.

Telegraphic Address:

Telex No.

Fax No.

**Annexe 4.1.3**

(Please see Clause 7 of Section II and  
Section V -Schedule of Requirements)

**TECHNICAL DETAILS OF GOODS/SERVICES OFFERED**

Item No.	Item offered @	Qty. @	Detailed Specifications	Remarks *

**Signature of witness**

Dated  
Place

**Signature of the Tenderer**

Dated  
Place

@ See Section V - Schedule of Requirements

\* If the specification of any offered item is different from the required as given in Section V - Schedule of Requirements, the details of the same may be indicated in this column also.

**Annexe 4.1.4**  
(Please see Clause 17 of  
Instructions to Tenderers)

**STATEMENT OF DEVIATIONS FROM SCHEDULE OF REQUIREMENTS**

Dear Sirs,

Following are the Technical deviations and variations from the Schedule of Requirements. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

Sl. No.	Section No.	Clause No.	Page No.	Statement of deviations and variations.

**Signature of witness**

Dated

Place

**Signature of the Tenderer**

Dated

Place

**Annexure 4.1.5**  
(Please see Clause 17 of  
Instructions to Tenderers)

**STATEMENT OF DEVIATIONS FROM TENDER TERMS AND CONDITIONS**

Dear Sirs,

Following are the deviations from the Terms and Conditions of the Tender . These deviations and variations are exhaustive. Except these deviations and variations, all other Terms and Conditions of the Tender are acceptable to us.

Sl. No.	Section No.	Clause No.	Page No.	Statement of deviations and variations.

**Signature of witness**

Dated

Place

**Signature of the Tenderer**

Dated

Place

**Annexe 4.1.6**  
(Please see Clause 34 of the  
General Conditions of Contract)

**SCHEDULE OF DELIVERY**

S. NO.	DESCRIPTION OF ITEM(S)	DATE OF DESPATCH	DATE OF INSTALLATION	DATE OF COMMISSIONING

**Signature of witness**

Dated  
Place

**Signature of the Tenderer**

Dated  
Place

**Annexe 4.1.7**

(Please see Clause 12 of the General Conditions of Contract)

**WARRANTY**

We warrant that everything to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship & manufacture and shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of the type ordered shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and payment for, and acceptance of the goods, but shall expire \_\_\_\_\_ months after their successful installation and acceptance by the Purchaser.

The obligations under the Warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive and unscheduled), and transport charges from site to manufacturers maintenance service centre and back and for repair/adjustment or replacement at site of any part of the equipment which under normal care and proper use and maintenance proves defective in design, material or workmanship or fails to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the purchaser to the supplier.

**Signature of witness**

Dated  
Place

**Signature of the Tenderer**

Dated  
Place

**Annexe 4.1.8**  
(Please See Clause 11 of  
Instructions to Tenderers)

**MANUFACTURER'S AUTHORISATION FORM**

To,

The Director General and Mission Leader  
Planning Commission  
New Delhi - 110001

Dear Sir,

**Sub : Tender No.** \_\_\_\_\_ **dated** \_\_\_\_\_.

We \_\_\_\_\_ who are established and reputable manufac-  
turers of \_\_\_\_\_ having factories at \_\_\_\_\_  
do hereby authorise M/s. \_\_\_\_\_ (Name and address of Agent) to bid,  
negotiate and conclude the contract with you against Tender No.  
\_\_\_\_\_ dated \_\_\_\_\_ for the above goods manufactured by us.

2. No company or firm or individual other than M/s. \_\_\_\_\_ is  
authorised to bid, negotiate and conclude the contract in regard to this business against this  
specific Tender.

3. We hereby extend our full guarantee and warranty as per clause 12 of the General  
Conditions of Contract for the goods offered for supply against this invitation for bid by the  
above firm.

Yours faithfully,

(Name)  
for and on behalf of M/s.  
(Name of manufacturers)

**Note : This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the authority /power of attorney to supply the goods.**

**ANNEXE 4.1.9**

(Please see Clause 7 of  
Instructions to Tenderers)

**MAINTENANCE SERVICE CENTRE**

<b>Details of the Service Centre (s)</b>					
<b>Name of City where located</b>	<b>Address</b>	<b>Contact Person</b>	<b>Tele- phone No.(s)</b>	<b>Fax No.(s)</b>	<b>Remarks</b>

**Signature of witness**

Dated  
Place

**Signature of the Tenderer**

Dated  
Place

**Annexe 4.2.1**  
(Please see Clause 7 of  
Instructions to Tenderers)

**B. COMMERCIAL BID**

**BID PARTICULARS FOR TENDER No.** -----

1. Name of the Bidder -----

2. Address of the Bidder -----

3. Name of the Manufacturer/Developer  
of the Product(s) offered -----

4. Address of the Manufacturer/Developer  
of the Product(s) offered -----

5. Place of Manufacture/Development  
of the Product(s) offered -----

6. Service facilities available  
for maintenance -----

7. Availability of spare parts -----

8. Bidder's proposal number and date -----

9. Name & address of the officer  
to whom all references shall be  
made regarding this tender -----

Telex -----

Telephone -----

Fax No. -----

**Witness :**

Signature -----

Signature -----

Name -----

Name -----

Address -----

Designation -----

Company -----

Date -----

Date -----

**Company Seal**

**Annexe 4.2.2**  
(Please see Clause 7 of  
Instructions to Tenderers)

**Bid Letter**  
**(COMMERCIAL BID)**

To

The Director General & Mission Leader  
UIDA, Planning Commission  
New Delhi - 110001

Ref : Tender No. ----- dated -----

Sir,

We declare:

- i) that we are manufacturers/developers/sole authorised agents/ distributors 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.

2. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the 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 **Annexure 4.1.6** and that we shall perform all the incidental services.

**4. TERMS OF DELIVERY**

The prices quoted are inclusive of all charges inclusive of installation and commissioning charges .

5. We enclose herewith the complete Commercial Bid as required by you. This includes :

- i. Bid Particulars (**Annexe 4.2.1**)
- ii. Bid Letter (**Annexe 4.2.2**)
- iii. Statement of Commercial Deviation(s) (**Annexe 4.2.3**)
- iv. Summary of Cost of Goods and Services offered (**Annexe 4.2.4**)
- v. Details of Cost of Goods and Services offered (**Annexe 4.2.5**)
- vi. Training Cost Particulars (**Annexe 4.2.6**)
- vii. Post Warranty Annual Maintenance Charges (**Annexe 4.2.7**)
- viii. Technical Service Charges (**Annexe 4.2.8**)
- ix. Other Charges (**Annexe 4.2.9**)

6. We agree to abide by our offer for a period of **60 days** from the date fixed for opening of the tenders and that we shall remain bound by a communication of acceptance within that time.

7. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions. The Commercial Deviations are only those mentioned in **Annexure 4.2.3.**

8. Certified that the tenderer is:

a sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor,

or

a partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney,

or

a company and the person signing the tender is the constituted attorney.

*(NOTE : Delete whatever is not applicable. All corrections/ deletions should invariably be duly attested by the person authorised to sign the tender document.)*

9. Bid Security (Earnest Money) for an amount equal to Rs. ----- (Rupees ----- only) is enclosed in the Cover containing Pre-qualifying Requirements in the form specified in **Clause 12 of Section II.**

10. 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 awarding the contract, shall constitute a binding contract between us.

Dated this    day of                    2002

Signature of Tenderer

**Details of enclosures**

Full Address:

Telephone No.

Telegraphic Address:

Telex No.

Fax No.

**Annexe 4.2.3**  
(Please see Clause 7 of  
Instructions to Tenderers)

**STATEMENT OF COMMERCIAL DEVIATION(S)**

Dear Sirs,

Following are the Commercial deviation(s) and variation(s) from the exceptions to the specifications and documents for the Tender. These deviation(s) and variation(s) are exhaustive. Except these deviation(s) and variation(s), the entire work shall be performed as per your specifications and documents.

Sl. and variation(s) No.	Section No.	Clause No.	Page No.	Statement of deviation(s)
-----				

-----

**Signature of witness**

Dated  
Place

**Signature of the Tenderer**

Dated  
Place

**Annexe 4.2.4**(Please See Clause 8 & 9 of  
"Instructions of Tenderers")**SUMMARY OF THE COST OF GOODS / SERVICES OFFERED**

S.No.	Item Description	Unit Price	Total Price (in Rupees)
<b>1</b>	<b>Cost of Single Fingerprint Scanner (60)</b>		
<b>2.</b>	<b>Cost of Dual Iris and face Capture Device (20)</b>		
3.	Cost Dual Iris Capture Device (15)		
4.	Cost Live Scan fingerprint device(20)		
<b>5</b>	<b>Total Cost of the Goods (Items 1+4)</b>		
6	Training costs		
7	Technical Service Charges, if any		
8.	Other charges, if any		
<b>9.</b>	<b>Total costs (Items 5 + 7)</b>		
10.	Payment terms		
11.	Delivery schedule		
12.	Validity period of the offer		
13.	Warranty Period, if any of the equipments		

**Signature of witness**Dated  
Place**Signature of the Tenderer**Dated  
Place**NOTE :**

1. The UIDAI shall examine the unit and extended prices in case of any difference in multiplication of the extended prices, the unit price shall be considered as the basis for the order price.
2. The delivery period set forth in the offer, shall come into force the date of issue of the purchase order. The delivery period effective from the date of issue of the purchase order unit date of arrival of the goods at the destination sites shall be precisely and clearly indicated in the Schedule of delivery.
3. If unable quote, please return this form marked "NO BID"
4. If the above space is not enough for your proposal, please use additional sheet as a part of the Bid.

**Note : The bid evaluation shall be done on the total price of Items 1 to 8 for each category of equipment mentioned at Sr. No. 1-4.**

**Annexe 4.2.5**(Please See Clause 8 & 9 of the  
"Instructions of Tenderers)

## Details of Cost of Goods / Services offered

Item No.	Description of the item	Quantity/ Capacity	Price/each unit				Total Price
			Basic Price	Custom / Excise Duty	Sales Tax	Total Unit cost	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

**Signature of witness**Dated  
Place**Signature of the Tenderer**Dated  
Place**NOTE**

- Percentage of duty should be clearly mentioned. **CUSTOMS DUTY/EXCISE DUTY** and **SALES TAX** should be rounded off to nearest rupee.
- If any discrepancies in the unit prices between the prices in figures and in words, the prices quoted in words will be taken as authentic.
- Freight, insurance and other incidentals should not form part of this schedule. The same for the total system should be indicated against Item No.2 of Annexe 4.2.4.
- Any other product which may form a part of the proposed devices should be clearly identified with the full particulars and cost details.

<b>Annexe 4.2.6</b> (Please See Clause 8 & 9 of the instruction to tenderers)				
<b>POST WARRANTY ANNUAL MAINTENANCE CHARGES</b> Annual Maintenance Charges for 12 months after Warranty Period)				
S.No.	Description of Equip- ment(s)	Rate of AMC (%)	Annual Charges	
			(in figures)	(in words)
(1)	(2)	(3)	(4)	(5)
TOTAL AMOUNT IN RUPEES (in figures)----- (in words)-----				

**Note :** If the maintenance is proposed through a third party it may be mentioned clearly .

**Signature of witness**

Dated

Place

**Signature of the Tenderer**

Dated

Place

**Annexe 4.2.7**  
(Please See Clause 9 of  
the instruction to tenderers)

**TECHNICAL SERVICE CHARGES**

S.No.	Description of Goods / Services	Amount	
		(in figures)	(in words)
(1)	(2)	(3)	(4)

TOTAL AMOUNT IN RUPEES (in figures)-----

(in words)-----

**Signature of witness**

Dated

Place

**Signature of the Tenderer**

Dated

Place

**Annexe 4.2.8**  
(Please See Clause 8 & 9 of  
the instruction to tenderers)

**OTHER CHARGES**

S.No.	Description of Goods / Services	Amount	
		(in figures)	(in words)
(1)	(2)	(3)	(4)

TOTAL AMOUNT IN RUPEES (in figures)-----

(in words)-----

**Signature of witness**

Dated

Place

**Signature of the Tenderer**

Dated

Place

**Annexe 4.2.9**  
(Please See Clause 8 & 9 of  
Instructions to Tenderers)

**ACCESSORIES**

Item No.	Catalog No. / Part No.	Description	Unit	Quantity	Unit Rate		Total Cost 8=6X5
					(in figures)	(in words)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
TOTAL AMOUNT IN RUPEES (in figures)-----							
(in words)-----							

**Signature of witness**

Dated  
Place

**Signature of the Tenderer**

Dated  
Place

## SECTION - V : SCHEDULE OF REQUIREMENTS

- 5.1 The UID Authority of India has been setup by the Government of India with a mandate to issue a unique identification number to all the residents in the country. A key requirement of the UID system is to minimize/eliminate duplicate identity in order to improve the efficacy of the service delivery. Biometrics features are selected to be the *primary* mechanism for ensuring uniqueness.

UIDAI is undertaking building up of large national registry. Nature and diversity of India's working population adds another challenge to achieving uniqueness through biometrics features. Unlike other technology fields such as telecommunication, we do not have developed countries' experience to leverage while designing UIDAI's biometrics systems. For example, the largest biometrics database in the world is one order of magnitude smaller than India's needs. Therefore, it is necessary to test devices and enrollment processes in various environments. Objective of the UID feasibility tests is to establish a *definite base line of biometric data quality under Indian conditions*. Definite baseline can be established by finding the answers to the following three questions:

- What practices will result in optimum quality of captured biometric information?
- at level of accuracy can be expected by using fingerprints, iris, and a combination of fingerprints and iris?
- How does this accuracy vary across certain demographical traits such as gender, age and occupation?

**a)The UIDAI intends to purchase following devices with associated software:**

- Single fingerprint ScannerQuantity 60
- Dual Iris and face Capture DeviceQuantity 20
- Dual Iris Capture Device Quantity 15
- Live Scan fingerprint deviceQuantity 20

**b)Methodology:** We propose to work in partnership with (a) government departments, (b) biometric technology suppliers, (c) enrollment agencies, and (d) research institutes to collect certain biometric and biographical information in a controlled manner. It is imperative to collect clean data in a controlled environment to enable sound analysis and inference. The goal is to collect fingerprint and iris samples from test subjects in a controlled environment across two to four states over a period of four weeks. In addition, we will seek to obtain past fingerprint and iris data to create test population (gallery). The controlled data will be seeded in the gallery. The analysis will be conducted over another four to six week period by participating institutes and suppliers. UID technology group will also conduct its own set of analysis. We will share our findings with partners while maintaining privacy and confidentiality requirements. After the test, the devices, software and collected data will be housed in UIDAI's intended biometrics center of competence.

**5.2 Scope of work :** The scope of work of the bidder shall as follows:

5.2.1 Supply the devices as mentioned in Para 5.1 above with associated software if any.

### 5.3 Required Technical Specifications

#### 5.3.1 Item No. 1(Quantity 60) Supply, Installation and Commissioning ‘Single Fingerprint Scanner’

Sr. No.	Parameter	Specification
1	Resolution	Excellent image quality. Pixel resolution: 512 dpi (average x, y over the scan area)
2	Scan area	Scan capture area: > 14 mm (nom. width at centre) 18 mm (nom. length)
3	Grayscale	8-bit grayscale (256 levels of gray)
4	Form factor	Reader size < 70 mm x 40 mm x 17 mm
5	Interface	Compatible with USB 1.0, 1.1 and 2.0 (Full Speed) and on USB IF certified list.
6	Use	Indoor
7	Light	LED
8	Enclosure	Rugged, Superior ESD resistance
9	Security	Encrypted fingerprint data
10	Enhancement	Latent print rejection
11	Enhancement	Counterfeit finger rejection
12	Enhancement	Rotation invariant
13	Enhancement	Works well with dry, moist or rough fingerprints
14	OS	Compatible with Windows® Vista, XP Professional, 2000 and Windows Server 2000, 2003, 2008
15	Software	SDK with extractor, matcher, .NET support, WHQL certified device driver and sample application

#### 5.3.2 Item No. 2(Quantity 20) Supply, Installation and Commissioning ‘Dual Iris and face Capture Device’

The dual iris capture device should be capable of capturing iris and face in single portable unit.

- Weight < 0.3 Kg
- Dimensions. Less than 200mm X 100mm X 40mm
- Power Input: 5VDC either through USB or external power source
- Iris Capture:
  - Automatic dual iris capture
  - ISO/IEC 19794-6 standard compliant image
- Face capture:
  - > 2MP image sensor
  - ISO/IE 19794-5 standard compliant image
  - Auto focus
- Iris illumination: multiband IR
- LCD display: > 3” color LCD
- Status indicator: lights/visual indicators for automatic identification
- Operating temperature: 0 to 50°C

- Interface: USB 2.0
- Software: SDK for face and image capture, quality metrics computation, iris matching

### 5.3.3 Item No. 3 (Quantity 15) Supply, Installation Commissioning of 'Dual Iris Capture Device'

Sr.No.	Parameters	Specification
1	Interface	USB 2.0
2	Size/Dimension	< 6" * 2" * 6"
3	Weight	Maximum 1.2 lbs
4	Operating Temperature	0 - 49 C
5	Image Quality	Spatial Resolution: 4.0 lp/mm Pixel Resolution:16.7 Pixels/mm
6	Cameras	> 1.2 mega pixels
7	Scanned FOV	50mm * 40mm
8	Certifications	FCC Class A, RoHS
9	Humidity Range	10-90%
10	Capture time	Auto dual iris capture in less than 10 seconds
11	Mobility	Portable system.
12	Operating Condition	Operates in daylight and total darkness.
13	Handling	Splash, dust resistant with tolerance for shock and vibration
14	Housing	PC/ABS blend, Attached visor to set optical distance and retractable ambient light shield
15	Power Supply	Power supplied via USB cable
16	Standards	ANSI INCITS 379-2004 and ISO/IEC 19794-6
17	Durability	Meet IP 65 specifications
18	Certification for eye safety	IEC 60825-1, ANSI RP-27
19	Bitmap Image capture rate	Maximum 7.5 fps
20	Illumination	Near-IR Illumination (700-900 nm)
21	Certification for Eye Safety	Class 1 LED Product IEC 60825-1, ANSI RP-27.1-96

### 5.3.4 Item No. 4 ( Quantity 20) Supply, Installation Commissioning of 'Live Scan Fingerprint device'

Sr. No.	Parameters	Specification
1	Interface	Fire wire(IEEE 1394)/USB 2.0
2	Form factor/Volume	No larger than 6" * 6" * 5"
3	Weight	Maximum 5 lbs
4	Operating Temperature	0-50 Degree C
5	Image Resolution	500 ppi
6	Image Capture Area	>= 3.2" * 3.0"
7	Image Quality Compliance	FBI IAFIS Appendix F Specifications
8	Operating System	Windows XP, 2000, Vista 32 & 64 bit
9	Certifications	UL,FBI Certified
10	Humidity Range	10-90%
11	Mobility	Ultra lightweight and portable
12	Capture time	Auto capture capability for flat fingerprints without operator intervention. Left and right hands and both thumbs(10

		prints), in under 15 seconds
13	Housing	Sealed, Rugged case with high tolerance for shock and vibration.
14	Indicator	Green illuminated pictograms guide the user through image capture
15	Dry finger enhancement	Available and compliant
17	Updates	Firmware can be updated through USB
18	Warranty	1 year and extended support
19	Power Supply	Through USB
21	Calibration	Factory sealed and calibrated. No calibration in the field necessary. Filters and rejects residual ghost fingerprint images
22	Quality	Vendor must be ISO9001:2008 certified.
23	Cable	USB cable must be detachable but secured so that it can not be removed without tools
20	<b>Software Features</b>	Supported SDK
24	SDK	Sequence check and image quality check
25	SDK	Segmentation of fingerprint images
26	SDK	Sample user interface application

**SECTION VI : MISCELLANEOUS****TABLE OF CONTENTS**

<b>S.N O.</b>	<b>CONTENTS</b>	
1	Contract Form ( <b>Annexe 6.1</b> )	
2	Proforma for Bank Guarantee for Contract Performance Guarantee Bond ( <b>Annexe 6.2</b> )	
3	Bid Security Form ( <b>Annexe 6.3</b> )	

**Annexe 6.1**  
(Please see Clause 37 of  
Instructions to Tenderers)

**CONTRACT FORM**

**THIS AGREEMENT** made the \_\_\_\_\_ day of 2010 between the UIDAI acting through the Director General / Deputy Director General (hereinafter "the Purchaser") of one part and (Name of Vendor) (hereinafter "the Vendor") of the other part:

**WHEREAS** the Purchaser is desirous that certain Goods and ancillary services should be provided by the Vendor, viz, Supply, Installation and Commissioning of **Biometric & Fingerprint Devices in UIDAI** and has accepted a bid by the Vendor for the supply of those Goods and Services in the sum of (Contract Price in Words and Figures) (hereinafter "the Contract Price").

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

**Brief particulars of the goods and services which shall be supplied/provided by the**

**Vendor are as under:**

Detail of Cost of Goods / Services

Item No.	Description of the item	Quantity/ Capacity	Price/each unit				Total Price
			Basic Price	Excise Duty	Sales Tax	Total Unit cost	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

**TOTAL VALUE:**

**DELIVERY SCHEDULE :**

**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 by the

said \_\_\_\_\_ (For the Purchaser)

in the presence of : \_\_\_\_\_

Signed, Sealed and Delivered by the

said \_\_\_\_\_ (For the Vendor)

in the presence of : \_\_\_\_\_

**ANNEXE 6.2**(Please see Clause 6 of the  
General Conditions of Contract)**PROFORMA OF BANK GUARANTEE FOR  
CONTRACT PERFORMANCE GUARANTEE BOND**

Ref : \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee NO. \_\_\_\_\_

To The Director General & Mission Director ,  
UIDAI, Planning Commission ,  
New Delhi - 110 001

1. Against contract vide Advance Acceptance of the Tender No. \_\_\_\_\_ dated \_\_\_\_\_ covering **Supply, Installation and Commissioning Biometric & Fingerprint Devices** (hereinafter called the said 'contract') entered into between the Purchaser and \_\_\_\_\_ (hereinafter called the Manufacturer) this is to certify that at the request of the Manufacturer we ----- Bank Ltd., are holding in trust in favour of the Purchaser, the amount of \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Manufacturer of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Manufacturer and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We \_\_\_\_\_ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Manufacturer i.e till \_\_\_\_\_ (viz the date upto 180 days after the date of successful commissioning and acceptance of the system by the Purchaser) hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Manufacturer in any suit or proceeding pending be-

fore any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

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

5. We \_\_\_\_\_ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Manufacturer from time to time or to postpone for any time of from time to time any of the powers exercisable by the Purchaser against the said Manufacturer and to forebear or enforce any of the terms and conditions relating tot he said contract and we, \_\_\_\_\_ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Manufacturer or for any forbearance by the Purchaser to the said Manufacturer or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

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

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Printed name \_\_\_\_\_

**(Bank's common seal)**

**Annexe 6.3**  
(Please see Clause 12 of  
Instructions to Tenderers)

**BID SECURITY FORM**

Whereas ----- (hereinafter called 'the Tenderer')  
has submitted its bid dated ----- for the **Supply, Installation and Commissioning  
Biometric & Fingerprint devices in UIDAI, Planning Commission**

KNOW ALL MEN by these presents that WE ----- of ----  
----- having our registered office at -----  
----- (hereinafter called "the Bank") are bound unto UIDAI  
(hereinafter called "the Purchaser") in the sum of ----- for which payment well  
and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns  
by these presents. Sealed with the Common Seal of the said Bank this -----day of ---  
-----2009/2010

THE CONDITIONS of this obligation are:

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

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

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

-----  
(Authorised Signatory of the Bank)