

Bid No.: T-11014/82/2018-Tech

GOVERNMENT OF INDIA
MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
NEW DELHI



REQUEST FOR PROPOSAL

**Supply, Installation, Commissioning
and Maintenance
of
Tape Backup System**

RFP Number: T-11014/82/2018-Tech Dated 17 October, 2018

Contents

| | |
|---|----|
| Contents | 2 |
| Disclaimer | 6 |
| 1. SECTION I – INVITATION TO BID | 7 |
| 1.1 Preamble | 7 |
| 1.2 Schedule for Invitation to Bid | 8 |
| 1.3 Check list | 10 |
| 1.3.1 Check List of Eligibility documents to be enclosed in the Pre-qualification Bid i.e. Part I of Packet-1 | 10 |
| 1.3.2 Check List of documents to be enclosed in Technical Bid i.e. Part II of Packet-1 | 11 |
| 1.3.3 Check List of Annex / Appendix to be enclosed in the Commercial Bid i.e. Packet-2 | 11 |
| 1.4 Procedure for Submission of Online Bids on CPP Portal | 11 |
| 1.4.1 Registration | 12 |
| 1.4.2 Searching for tender documents | 12 |
| 1.4.3 Preparation of bids | 12 |
| 1.4.4 Submission of bids | 13 |
| 1.4.5 Assistance to bidders | 13 |
| 2. SECTION II- INSTRUCTION TO BIDDERS | 15 |
| 2.1 Procedure for Online Submission of Bids | 15 |
| 2.2 Bid Document | 15 |
| 2.3 Contents of the Bid Document | 16 |
| 2.4 Clarification of Bid Document | 17 |
| 2.5 Amendment to the Bid Document | 17 |
| 2.6 Language of Bids | 17 |
| 2.7 Bid Prices | 17 |
| 2.8 Firm Prices | 18 |
| 2.9 Discount | 18 |
| 2.10 Bidder Qualification | 18 |
| 2.11 Bid Securing Declaration or Earnest Money Deposit (EMD) | 18 |
| 2.11.1 Bid Securing Declaration | 18 |
| 2.11.2 Earnest Money Deposit (EMD) | 19 |
| 2.12 Period of Validity of Bids | 20 |
| 2.13 Revelation of Prices | 20 |
| 2.14 Terms and Conditions of Bidders | 20 |
| 2.15 Local Conditions | 20 |
| 2.16 Headings | 20 |
| 2.17 UIDAI's Right to Vary Scope of Contract at the time of Award | 20 |
| 2.18 UIDAI's Right to Accept or Reject Any Bid | 20 |
| 2.19 Conditions for Pre-qualification of Bidders | 20 |
| 2.20 Modification and Withdrawal of Bids | 26 |
| 2.21 Opening of Bids by UIDAI | 26 |
| 2.22 Contacting the UIDAI | 26 |
| 2.23 Clarification sought from bidders by UIDAI | 26 |
| 2.24 Preliminary Examination | 26 |

Bid No.: T-11014/82/2018-Tech

2.25 Criteria for Evaluation of Bids..... 27

2.26 Post Qualification..... 28

2.27 Rejection Criteria..... 28

2.28 Notification of Award..... 29

2.29 Signing of Contract..... 29

2.30 Performance Bank Guarantee (PBG)..... 30

2.31 Confidentiality of the Document..... 30

3. SECTION III - GENERAL CONDITIONS OF CONTRACT..... 32

3.1 Definitions..... 32

3.2 Interpretation..... 33

3.3 Application..... 34

3.4 Warranty/AMC and Period of Contract..... 34

3.4.1 Warranty/AMC..... 34

3.4.2 Period of Contract..... 35

3.5 Standards..... 35

3.6 Use of Contract Documents and Information..... 35

3.7 Patent Rights..... 36

3.8 Installation, Commissioning, Testing and Acceptance Tests..... 36

3.9 Incidental Services..... 37

3.10 Maintenance and Spare Parts..... 37

3.11 Payment Schedule..... 37

3.11.1 Hardware..... 37

3.11.2 AMC..... 38

3.12 Currency of Payment..... 38

3.13 Change Orders..... 39

3.14 Contract Amendments..... 39

3.15 Assignment..... 39

3.16 Sub-contracts..... 39

3.17 Delays in the Vendor's Performance..... 39

3.18 Liquidated Damages..... 40

3.19 Termination for Default..... 40

3.20 Force Majeure..... 40

3.21 Termination for Insolvency..... 41

3.22 Termination for Convenience..... 41

3.23 Dispute Resolution..... 41

3.24 Applicable Law..... 42

3.25 Notices..... 43

3.26 Backup Support..... 43

3.27 Passing of Property..... 43

3.28 Deductions..... 43

3.29 Taxes and Duties..... 43

3.30 Insurance..... 43

3.31 "No Claim" Certificate..... 43

3.32 Continuing Support..... 43

3.33 Conflict of Interest..... 44

Bid No.: T-11014/82/2018-Tech

| | | |
|---------|---|------------------------|
| 3.34 | Delivery and Risk Purchase | 44 |
| 3.35 | Fall Clause | 44 |
| 3.36 | Relationship between the parties..... | 45 |
| 3.37 | Governing Language..... | 45 |
| 3.38 | Other obligations of Vendor | 45 |
| 3.39 | Indemnification and Limitation of Liability | 45 |
| 3.39.1 | General Indemnity..... | 45 |
| 3.39.2 | IPR Indemnity | 45 |
| 3.39.3 | Conditions for Indemnity | 46 |
| 3.39.4 | Limitation of Liability..... | 47 |
| 3.39.5 | Allocation of liability | 47 |
| 3.40 | Other obligations of Vendor | 47 |
| 3.41 | Termination for Misrepresentations of facts | 47 |
| 3.42 | Defective Media Retention | 48 |
| 4. | SECTION IV – CONTENTS OF BID..... | 49 |
| 4.1 | Technical Bid..... | 49 |
| 4.1.1 | Technical Bid Letter | Annex 4.1.1..... 49 |
| 4.1.2 | Manufacturer Authorization Form | 51 |
| 4.2 | Commercial Bid..... | 53 |
| 4.2.1 | Commercial Bid Letter | Annex 4.2.1 53 |
| 4.2.2 | Commercial Bid Forms..... | 54 |
| 4.2.2.1 | Summary of the Costs of Hardware/ Goods/ Equipment/Services Offered | Annex 4.2.2.1 54 |
| 4.2.2.2 | Commercial Bid Form-1: Cost Of Equipment (Capex Cost including 3 Year warranty) | Annex 4.2.2.2 55 |
| 4.2.2.3 | Commercial Bid Form-2: AMC Cost of Equipment (Total Cost of Annual Maintenance Charges for 4 Years) (OPEX Cost) | Annex 4.2.2.3..... 56 |
| 5. | SECTION V – SCOPE OF WORK..... | 58 |
| 5.1 | Scope of work | 58 |
| 5.2 | Bill of Material..... | 58 |
| 5.3 | Schedule of Requirements and Objectives..... | 58 |
| 5.3.1 | General Requirements..... | 58 |
| 5.3.2 | Requirements related to Installation, Commissioning, Testing and Acceptance | 59 |
| 5.3.3 | Other Requirements | 59 |
| 5.4 | Service Level Compliances..... | 61 |
| 5.4.1 | SLAs related to Delivery, Installation, Commissioning and Acceptance | 61 |
| 5.4.2 | SLAs related to Issue Resolution (applicable during warranty period) | 62 |
| 5.4.3 | SLAs related to issue Resolution (applicable during AMC period)..... | 62 |
| 5.4.4 | Other SLAs applicable during the complete contract period | 63 |
| 5.5 | Delivery Schedule..... | 64 |
| 6. | SECTION VI – APPENDICES | 65 |
| 6.1 | Appendix A – Proforma of Performance Bank Guarantee | 65 |

Bid No.: T-11014/82/2018-Tech

| | | |
|-------|--|----|
| 6.2 | Appendix B – Proforma of BG for Earnest Money Deposit..... | 68 |
| 6.3 | Appendix C – List of Locations..... | 70 |
| 6.4 | Appendix D - Non-Disclosure Agreement..... | 71 |
| 6.5 | Appendix E - Specifications of the Equipments | 75 |
| 6.5.1 | Specification of Tape Library | 75 |
| 6.5.2 | Specification of Media Tape | 79 |
| 6.6 | Appendix F - Bid Securing Declaration Form | 80 |
| 6.7 | Appendix G – List of documents submitted with key details tabulated..... | 82 |
| 6.8 | Appendix H - Contract..... | 85 |

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. 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.

1. SECTION I – INVITATION TO BID

1.1 Preamble

This invitation to bid is for “**Supply, Installation, Commissioning and Maintenance of Tape Backup System**” at Hebbal and Manesar DCs of UIDAI.

- a) Bidders are advised to study the Bid document carefully. Online submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Offers prepared in accordance with the procedures enumerated in **Clause 2.1 of Section II** should be submitted online on CPP Portal: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down in the **Schedule for Invitation to Bid under Clause 1.2**, at the address given in 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 shall not be accepted.

- b) Bidder who has downloaded the bid document from the UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and Bid Securing declaration will be executed/EMD would be forfeited and bidder is liable to be banned from doing business with UIDAI.
- c) Intending bidders are advised to visit UIDAI website www.uidai.gov.in and CPP Portal <https://eprocure.gov.in/eprocure/app> again prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- d) The Hard Copy of original instruments in respect of Bid Securing declaration/earnest money deposit (EMD), must be delivered to the address as mentioned in the Clause 1.2 of Section I, on or before bid opening date/time as mentioned in section I, clause 1.2.
- e) All Bidders must submit a Bid Securing declaration or BG of EMD (Earnest Money Deposit) as per proforma of EMD Bank Guarantee as mentioned in Annex 6.2 (Appendix B) of section VI. For those bidders who are Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization (NSIC) or with MeitY or start up as recognized by Department of Industrial policy and promotion (DIPP), such bidders are exempted from payment of EMD.
- f) The detailed Scope of Work has been included in the RFP Section V. The eligibility criteria for the bidders should be fulfilled for consideration of the bid.
- g) The RFP shall be available online at CPP Portal till the last date & time of submission of bids.
- h) Bids shall be submitted online only at CPP Portal: <https://eprocure.gov.in/eprocure/app>

Bid No.: T-11014/82/2018-Tech

- i) This RFP is being issued with no financial commitment and the Purchaser reserves the right to change or vary any part thereof at any stage. UIDAI reserves the right to withdraw RFP at any stage without assigning any reason.

1.2 Schedule for Invitation to Bid

| | | |
|----|---|--|
| a) | Name of the Purchaser | The Chief Executive Officer, Unique Identification Authority of India, Bangla Sahib Road Behind Kali Mandir, Gole Market New Delhi – 110001 |
| b) | Name of the Contact Person for any clarification | Col. Shiv Kumar Gupta, ADG (Tech-I) 8th Floor, Unique Identification Authority of India (UIDAI), Bangla Sahib Road Behind Kali Mandir, Gole Market New Delhi – 110001 Queries should be submitted via E-mail and followed by paper copy through post E-mail: shiv.gupta@uidai.net.in |
| c) | Date till which the response to the bid should be valid | 180 days from the date of opening of Bids. |

Important Dates –

| Activity | Date |
|---|--|
| Release / Issue of Bid Document | As per NIT document and information on CPP portal |
| Pre-Bid Meeting (Venue:- Conference Hall, 8 th Floor, UIDAI Hqr, Bangla Sahib Road, Behind Kali Mandir, Gole Market New Delhi – 110001) | As per NIT document and information on CPP portal <u>Note:</u> A maximum of two representatives, per Bidder, possessing proper valid Identity cards, would be allowed to participate. Bidders will have to intimate the details of the attendees (including Name, Employee ID, Employee No, and Authorization Terms) at least 2 days prior to the scheduled date of the Pre-bid conference at the email ID given above. |
| Last date for submission of written queries for clarifications on Bid document | As per NIT document and information on CPP portal All the queries, specific to this RFP should be received on or before the prescribed date & time, through email only with subject line as follows: “<Bidder’s Name> Pre-Bid Queries on RFP for Supply, Installation, Commissioning and Maintenance of Tape Backup System”. |

Bid No.: T-11014/82/2018-Tech

| | |
|--|---|
| | The queries should be submitted as per the format prescribed in section 2.4. The Pre-Bid queries to be sent to the following Email Id: Email ID: shiv.gupta@uidai.net.in |
| Clarification to be uploaded on the CPP Portal | As per NIT document and information on CPP portal 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 | As per NIT document and information on CPP portal |
| Last date & time of submission of Bids | As per NIT document and information on CPP portal 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 | As per NIT document and information on CPP portal Venue: UIDAI HQ, New Delhi Note: A maximum of two representatives per bidder would be allowed to participate |
| Opening of Commercial Bids | Will be communicated later |

Other details

| Item | Description |
|--|---|
| Method of Selection | L1 based on net present value (However, total cost will be as per actuals provided in annexure 4.2.2.1 – 4.2.2.3) |
| Availability of RFP Documents | Notice Inviting Tenders (NIT) and RFP would be available on Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) and also on UIDAI.gov.in under Tender section |
| Bid Securing declaration / Earnest Money Deposit (EMD) | Bid Securing declaration (6.6 Appendix F), or EMD of INR 50.00 Lakh by Bank Guarantee (as per format attached in 6.2 Appendix B) |
| Submission of Bid Securing declaration/BG of EMD (Physical hard copy submission) | Bidders shall submit Bid Securing declaration/BG OF EMD in a sealed envelope titled “Bid Securing declaration/BG OF EMD - RFP for “Supply, Installation, Commissioning and |

Bid No.: T-11014/82/2018-Tech

| Item | Description |
|--|--|
| | <p>Maintenance of Tape Backup System” to the address as mentioned in clause 1.2 above, before the bid submission end date.</p> <p>Copy of Bid Securing declaration/BG OF EMD also needs to be uploaded on e-procure portal.</p> <p>If the Bid Securing declaration/BG OF EMD is not received by the prescribed date and time, the Proposal submitted by the Bidder will be liable to be rejected.</p> |
| Submission of written queries for clarifications on Bid document | <p>All the queries should be received on or before the prescribed date & time mentioned on CPPP portal, through email only with subject line as follows: “<Bidder’s Name> PreBid - RFP for Supply, Installation, Commissioning and Maintenance of Tape Backup System”</p> <p>The queries should be submitted as per the format prescribed in clause 2.4. The Pre-Bid queries to be sent to the following Email Id: Email ID: shiv.gupta@uidai.net.in</p> |
| Date and time for Opening of Commercial Bids. | To be intimated later |
| Language of Bid Submission | Proposals should be submitted in English only. |
| Currency | Currency in which the Bidders may quote the price and will receive payment is INR only. |

1.3 Check list

a) Please check whether following have been enclosed in the respective covers, namely, **Technical Bid and Commercial Bid.**

b) Check list (as in Table-1 and Table-2 below) should be duly filled, signed and scanned and should be made part of Packet – 1 to be enclosed as part of **Technical Bid**. The Annexures supporting the above list shall also be placed in the Packet-1.

c) Check-list (as in Table-3 below) should be duly filled, signed and scanned and should be made part of the **Packet-2** to be enclosed as part of **Commercial Bid**. The Annexures supporting the above list shall also be placed in the Packet-2.

Table - 1**1.3.1 Check List of Eligibility documents to be enclosed in the Pre-qualification Bid i.e. Part I of Packet-1**

| S. No. | Eligibility Criteria | Whether Uploaded (Y/N) | Page Number |
|--------|---------------------------------------|------------------------|-------------|
| (i) | Bid Securing declaration/ BG OF EMD | | |
| (ii) | Legal Entity/ Registration of Company | | |

Bid No.: T-11014/82/2018-Tech

| | | | |
|--------|--|--|--|
| (iii) | Registration with Tax Authorities | | |
| (iv) | Revenues from IT Goods and Services | | |
| (v) | Bidder Experience in India | | |
| (vi) | Blacklisting | | |
| (vii) | Authorized signatory declaration (clause 2.10 of section 2) | | |
| (viii) | List of documents submitted with key details tabulated (6.7(Appendix G)) | | |
| (ix) | OEM Support Centre and dedicated support service staff (clause 2.19 (7)) | | |
| (x) | OEM authorisation cum Undertaking form | | |

Table - 2**1.3.2 Check List of documents to be enclosed in Technical Bid i.e. Part II of Packet-1**

| S. No. | Description | Whether uploaded (Y/N) | Page Number |
|--------|--|------------------------|-------------|
| (i) | Technical Bid Letter (Annex 4.1.1) | | |
| (ii) | Manufacturer's Authorization cum Undertaking Form (Annexure 0) | | |
| (ii) | Filled, signed and scanned copy of Hardware Compliance Checklist, along with data sheets/documentary evidence/OEM Undertaking (6.5 (Appendix E)) | | |

Table - 3**1.3.3 Check List of Annex / Appendix to be enclosed in the Commercial Bid i.e. Packet-2**

| S. No. | Description | Whether Uploaded (Y/N) | Page Number |
|--------|--|------------------------|-------------|
| (i) | Commercial Bid Letter (Annexure 4.2.1) | | |
| (ii) | Filled and signed Quoted Cost of Equipments (Annexure 4.2.2.1 – 4.2.2.3) | | |
| (iii) | Filled Priced BoQ (excel file) with Model and Make | | |

1.4 Procedure for Submission of Online Bids on CPP Portal

The bidders are required to submit soft copies of their bids 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, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

Bid No.: T-11014/82/2018-Tech

1.4.1 Registration

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) 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 CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

1.4.2 Searching for tender documents

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

1.4.3 Preparation of bids

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. However, they must be scanned and uploaded in the format specified in clause 2.1(2). Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload

Bid No.: T-11014/82/2018-Tech

such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.4.4 Submission of bids

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder should prepare the Bid Securing declaration/BG of EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 4) Bidders are requested to note that they should necessarily submit their Commercial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the **light blue coloured** (unprotected) cells with their respective commercial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized 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 of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

1.4.5 Assistance to bidders

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the clause 1.2 (b) of Section I.

Bid No.: T-11014/82/2018-Tech

- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Bidders can get help at +91-7878007972, +91-7878007973.

2. SECTION II- INSTRUCTION TO BIDDERS

2.1 Procedure for Online Submission of Bids

The tender shall be submitted Online (complete in all respect) must be uploaded on <https://eprocure.gov.in/eprocure/app> in two packets i.e. Two Bid system (Technical Bid and Commercial Bid), and bidder must follow the procedure as detailed in the Clause 1.4 of Section I.

1) The bid shall be submitted online in –

Packet-1 having viz.,

- Part I – Bid Securing Declaration/BG of 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 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

- 2) All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. Ambiguous bids shall be outrightly rejected. All the files mentioned should be in .PDF format except for the BoQ which should be .xls format.
- 3) Bid Securing declaration (clause 6.6 Appendix F) or Original Instruments for EMD (clause 6.2 Appendix B) must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the Clause 1.2 of Section I. These instruments can also be sent by registered post or can be dropped in the drop box on or before the last date of submission of Bids.

2.2 Bid Document

- 1) The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the UIDAI. The UIDAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 2) The Financial Proposal/Commercial bid format as mentioned in Annexure 4.2.2.1 – 4.2.2.3 of **Section IV** is also provided as BoQ_TapeBackup.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ_TapeBackup.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and Bid Securing declaration will be executed/EMD would be forfeited and bidder is liable to be banned from doing business with UIDAI.

2.3 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. The Bid Document includes:
 - a. Section I – Invitation to Bid
 - b. Section II – Instructions to Bidders;
 - c. Section III- General Conditions of Contract;
 - d. Section IV – Contents of the Bid
 - i. Technical Bid
 - ii. Commercial Bid
 - e. Section V- Scope of Work and Schedule of Requirements
 - f. Section VI- Appendices
 - 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 with key details tabulated (Appendix G)
 - viii. Contract (Appendix H)

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) The RFP, all the corrigendum, Notification of Award/Letter of Intent, Acceptance of award by successful bidder and any other communication issued from publication of RFP and before signing of agreement will be deemed as part of contract agreement

Bid No.: T-11014/82/2018-Tech

2.4 Clarification of Bid Document

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) of Section I. The queries must be submitted in Microsoft Excel (Hard copy and Soft copy) format as follows:

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

The UIDAI will respond, to request for clarifications of the Bid Document as per format specified in clause 2.4 **only**, received not later than the date prescribed by the UIDAI in Section I, Clause 1.2 of this Bid document.

2.5 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 and 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.

2.6 Language of Bids

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

2.7 Bid Prices

- 1) The Bidder shall indicate in the proforma prescribed at Annexure 4.2.2.1 – 4.2.2.3 of Section IV, the Unit Prices and Total Bid Prices it proposes to provide under the Contract.
- 2) The Unit Prices quoted in the above mentioned proforma will be used to calculate charges 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 for 4 years (OPEX cost) (after warranty of 3 year duration) shall not 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.**

2.8 Firm Prices

- 1) Prices quoted shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in Annex 4.2.2.1 to Annex 4.2.2.3 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 without any qualifications whatsoever and should include duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out.
- 3) Taxes to be levied should be shown separately in Annex 4.2.2.2 to Annex 4.2.2.3 of Section IV.

2.9 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, if found to be the lowest, the UIDAI shall avail such discount at the time of award of contract.

2.10 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 of attorney 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 outrightly reject any bid not supported by adequate proof of the signatory's authority.

2.11 Bid Securing Declaration or Earnest Money Deposit (EMD)

The Bidder may submit either Bid Securing Declaration or BG of Earnest Money Deposit (EMD).

2.11.1 Bid Securing Declaration

- a) The Bidders shall submit a Bid Securing Declaration (as per Appendix F of section VI) 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 1.2.
- 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:
 - 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

Bid No.: T-11014/82/2018-Tech

or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP, as mentioned in clause 2.30.

- 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.
- 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.

2.11.2 Earnest Money Deposit (EMD)

- 1) The Bidders shall submit a Bank Guarantee of Earnest Money Deposit (EMD) of ` **50 Lakh (Rupees Fifty Lakh only)** as bid security fee in a sealed envelope. EMD in any other form will not be accepted.
- 2) BG of EMD must remain valid for **45 (Forty Five) days** beyond final Bid validity per Clause 2.12 below and the validity of the BG of EMD should be extended in the event the Bid validity is extended.
- 3) 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 1.2.
- 4) 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 (9) below.
- 5) The Indian bidders which are Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization (NSIC) or with MeitY or start up as recognized by Department of Industrial policy and promotion (DIPP) are exempted from payment of EMD. In this case, the bidders must submit the copy of valid MSME/NSIC/MeitY registration certificate for the required items.
- 6) 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.
- 7) 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.
- 8) In case the BG of 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.
- 9) The EMD may be forfeited:
 - 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, as mentioned in clause 2.30.
 - 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.
- 10) 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.

2.12 Period of Validity of Bids

- 1) Bids shall remain valid for **180 days** after the last date of bid submission as 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/BG of Earnest Money Deposit (EMD) provided under Clause 2.11 shall also be suitably extended. However, the Bidder will not be permitted to modify its bid.

2.13 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.

2.14 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.

2.15 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 cost.
- 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 legal 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.

2.16 Headings

Headings of conditions hereto shall not affect the construction thereof.

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

The UIDAI shall reserve the right, **not to purchase all or partial goods/services** quoted by the bidder in this invitation to bid, before issue of Notification of Award (refer to clause 2.28 of Section II of RFP).

2.18 UIDAI's Right to Accept or Reject Any Bid

The UIDAI reserves the right to accept the bid, and to annul the Bid process and reject the bid at any time prior to award of Contract, without any obligation to inform the affected Bidder(s) of the grounds for the UIDAI's such action.

2.19 Conditions for Pre-qualification of Bidders

All bidders have to meet following Pre-qualifications Criteria:

| # | Parameter | Pre-qualification criteria Description | Evidence required |
|---|---------------------------------------|--|--|
| 1 | Bid Securing declaration/ BG of EMD | Bid Securing declaration/BG of EMD is submitted in original and the scanned copy is uploaded. | Bid Securing declaration/Bank Guarantee for EMD. Bidders who are Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization (NSIC) or MeITY or start up as recognized by Department of Industrial policy and promotion (DIPP) are exempted from payment of BG OF EMD. However, certificate of Registration as MSME may be submitted. |
| 2 | Legal Entity/ Registration of Company | The bidder may be: | |
| | | Government Organization/PSU/PSE OR | Self-declaration |
| | | A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto. OR | Copy of the Certificate of Incorporation |
| | | A partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India. | Copy of Registration Certificate |
| 3 | Registration with Tax Authorities | The Bidder must be registered with appropriate authorities for all applicable statutory duties/ taxes and comply with all taxation norms | 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 complying all statutory duties/ taxation norms of India and possesses all necessary certificates to this effect. |

Bid No.: T-11014/82/2018-Tech

| # | Parameter | Pre-qualification criteria Description | Evidence required |
|---|--|--|---|
| 4 | Revenues from Services | Bidder shall have an average annual turnover of at least INR 90 Crores in the last 3 financial years (FY 2015-16, 2016-17 and 2017-18) from IT Goods and services. | Audited financial statements for the last three financial years (FY 2015-16, 2016-17 and 2017-18) 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 Company's statutory auditor/ Company Secretary/ Chartered Accountant stating the turnover from IT goods and services in the last three financial years (FY 2015-16, 2016-17 and 2017-18), duly attested by company's authorized signatory. |
| 5 | Bidder Execution and Experience in India | <p>Bidder shall have proven experience of execution/completion of project/work of IT goods and services (pertaining to servers, storages, networking 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:</p> <p>One project/work costing not less than the amount equal to Rs 20 Cr (excluding taxes);</p> <p style="text-align: center;">OR</p> <p>Two projects/works each costing not less than the amount equal to Rs 15 Cr (excluding taxes);</p> <p style="text-align: center;">OR</p> | <p>Bidder must submit documents indicated in either of a(i) or a(ii), and (b) below. For projects under Non-Disclosure Agreement with the client, the bidder, in lieu of (a) and (b) below, shall submit documents indicated in (c).</p> <p>(a)(i) Copy of PO/WO + client's completion certificate for projects/works which are complete</p> <p style="text-align: center;">OR</p> <p>(a)(ii) Copy of PO/WO + Client's certificate for projects/works which are not complete but currently running in warranty or AMC phase. Certificate shall mention that project has gone live and currently is in production/operations</p> <p>(b) Authorized signatory's certificate about the project stating –</p> <ol style="list-style-type: none"> i. Total value of PO/WO, ii. date of commencement and completion of project, iii. total scope of PO/WO, iv. Whether the project has been completed in all respects. 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 |

| # | Parameter | Pre-qualification criteria Description | Evidence required |
|---|-----------|--|---|
| | | <p>Three projects/works each costing not less than the amount equal to Rs 10 Cr (excluding taxes)</p> <p>For evaluation purpose: Following projects/works 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 .</p> <p>Note: For evaluation purpose of such projects as mentioned at (i) or (ii) above – Overall value/cost of contract consisting of IT goods and services i.e. capital cost, warranty cost, AMC cost etc; but 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.</p> | <p>should also mention the phase in which it is running (i.e. warranty or AMC)</p> <ul style="list-style-type: none"> v. Overall cost of IT goods and services i.e., capital cost, warranty cost, AMC cost etc; but pertaining to servers ,storages, networking equipments and related software only <p>(c) Copy of NDA along with Company’s statutory auditor/ Company Secretary/ Chartered Accountant certificate duly attested by company’s authorized signatory, stating –</p> <ul style="list-style-type: none"> i. Total value of PO/WO, ii. date of commencement and completion of project, iii. total scope of PO/WO, iv. Whether the project has been completed in all respects. 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). v. Overall cost of IT goods and services i.e., capital cost, warranty cost, AMC cost etc; but pertaining to servers ,storages, networking equipments and related software only. |

Bid No.: T-11014/82/2018-Tech

| # | Parameter | Pre-qualification criteria Description | Evidence required |
|---|----------------------------|---|---|
| | | <p>(iii) Aggregated value of multiple POs issued under the same contract shall also be considered for evaluation.</p> <p>(iv) Commencement of project/work can be prior to 7 years mentioned as above.</p> | |
| 6 | Blacklisting | 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. |
| 7 | Locations & Support Centre | <p>a) The OEM of the offered product should have their own Registered Office in India continuously for the last 3 years ending on last day of previous month of closing date of bid submission.</p> <p>b) In addition OEM should have support office/centre in Delhi & Bangalore continuously for last 3 years, ending on last day of previous month of closing date of bid submission.</p> <p>c) OEM shall have their own dedicated service support team, on their own</p> | <p>a) Certificate of incorporation of the OEM in India with CIN number of the company and GST number for both locations, Delhi and Bangalore. duly counter signed by bidder's authorized signatory.</p> <p>b) Certificate shall also mention following:-</p> <p>i) Address of Support Centers.</p> <p>ii) UAN, PF Number, Employee Number and Employee ID of the support staff.</p> |

Bid No.: T-11014/82/2018-Tech

| # | Parameter | Pre-qualification criteria Description | Evidence required |
|---|-------------------|--|----------------------|
| | | payroll, of at least 2 persons at each support office/centre at Delhi and Bengaluru. | |
| 8 | OEM Authorisation | Authorisation from OEM in its letter head as prescribed in clause 4.1.2 i.e. Manufacturer Authorisation cum Undertaking Form | Certificate from OEM |

2.20 Modification and Withdrawal of Bids

- 1) The Bidder may modify or withdraw its bid after the Bid submission (but not later than the 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 Opening of Bids by UIDAI

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 of this Document.

2.22 Contacting the UIDAI

- 1) No Bidder shall contact the UIDAI 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.

2.23 Clarification sought from bidders by UIDAI

- 1) 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 price quoted.
- 2) Correspondence related to any such clarification sought by UIDAI from a bidder shall be directed by UIDAI to the contact number(s)/email address supplied by that bidder in **Technical Bid Letter**, clause 4.1.1 of section IV of the RFP.

2.24 Preliminary Examination

- 1) The UIDAI will examine the bids to determine
 - whether they are complete,
 - whether any computational errors have been made,
 - whether required BG OF 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 there is discrepancy between words and figures, the amount in words will prevail.
 - If the Bidder does not accept the correction of the errors, its bid will be rejected.
- 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

Bid No.: T-11014/82/2018-Tech

affect the relative ranking of any Bidder. On such issues, decision of UIDAI shall be final and binding on bidders.

- 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 the successful bidder, 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.

2.25 Criteria for Evaluation of Bids

- 1) The evaluation process of the Bid proposed to be adopted by the UIDAI is indicated below. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted

2) Phase I: Evaluation of Pre-Qualification(PQ) and Technical Bids

Bids will be opened in the presence of representatives of the Bidders (not more than two representatives per bidder), who choose to be present, as per the date and time indicated by the UIDAI. Firstly pre qualification evaluation shall be carried out. Bidder shall meet all pre-qualification criteria as described in clause 0 and meet the requirements of documents as mentioned at clause 1.3.1 of Section I. If required, the UIDAI may seek specific clarifications from any or all Bidder(s) at this stage, i.e. during pre-qualification. The UIDAI shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s). Only after qualifying in PQ, the technical evaluation shall be carried out.

In the technical evaluation phase, the Technical Bids will be reviewed for compliance of the Bid with reference to requirements under documents sought in clause 1.3.2 of Section I. To ascertain the authenticity/correctness of the documents/statements submitted/made by bidders along with their technical bid, UIDAI may detail its representative/committee to visit their premises and verify/inspect these documents and establish the veracity of statements made in technical bid. If required, the UIDAI may seek specific clarifications/presentations from any or all Bidder(s) at this stage, i.e. during the technical evaluation. The UIDAI shall determine the Bidders that qualify for the next phase after reviewing the clarifications/presentations provided by the Bidder(s).

Note: 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.

3) Phase II: Evaluation of Commercial Bids

In this phase the Commercial Bids of those bidders will be opened whose Technical Bids are found technically suitable and are accepted by UIDAI. The Commercial Bid should contain the total price, comprising of all equipments as mentioned in Annex 4.2.2.1 to Annex 4.2.2.3 of Section IV and all documents as per clause 1.3.3.

- 4) The cost of AMC without taxes for 4 years (OPEX cost) (after warranty of 3 year duration) shall not 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. (Pl refer clause 2.7(5)).

Bid No.: T-11014/82/2018-Tech

- 5) 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 2.25(6), provided 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.
- 6) 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 4.2.2.2 without taxes (say Z) | Z |
| Value of 'COST OF AMC' (Opex Cost) | Total Cost at Annexure 4.2.2.3 without taxes (say Y) | $Y_n = Y/(1+i)^3$ |
| Overall Net Present Value (NPV) | | = (Z + Y_n) |

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

- 7) In case any equipment included in Annexure 4.2.2.2 and 4.2.2.3 is not quoted by the Bidder, the bid would be rejected as non-responsive. Total contract value shall be as per Annexure 4.2.2.1.

2.26 Post Qualification

- 1) The UIDAI will determine to its satisfaction whether the Bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 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 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, in which event the UIDAI will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

2.27 Rejection Criteria

1) Technical Rejection Criteria

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

- a. Only the Bidders who quote for the complete Scope of Work and Supply of Goods/Services as indicated in section V of this Bid Document, addendum thereof (if any) as indicated in section VI, and any subsequent information given to the Bidder shall be considered. Evaluation will be carried out for the total scope of work covered in the Bid document. **Incomplete bids will be rejected outright.**

Bid No.: T-11014/82/2018-Tech

- b. 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.
- c. 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.
- d. Bid Securing Declaration will be executed/EMD will be forfeited in case of any breach of Confidentiality clause (see clause 2.11).

2) Commercial Rejection Criteria

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

- a. 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.
- b. Offers of following kinds will be rejected:
 - i. Offers made without Bid Securing Declaration/Earnest Money Deposit.
 - ii. Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid.
 - iii. Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
 - iv. Offers which do not conform to UIDAI's price bid format.
 - v. Offers which do not conform to the completion period indicated in the bid.
 - vi. Non-adherence of clause 2.7(5) will lead to disqualification of bidder and his bid shall be rejected.
- c. Total lump sum price quoted by the Bidder must be inclusive of all levies, duties etc. and as per format mentioned in commercial bid.

2.28 Notification of Award

- 1) UIDAI will notify through Notification of Award (NOA) the successful Bidder in writing by letter or by email, to be confirmed by the bidder in writing by letter or by email, that its bid has been accepted. Within 10 days of issue of this NOA, the bidder has to render his acceptance of notification of this award.
- 2) The 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 2.30, the UIDAI will promptly notify each unsuccessful Bidder and will discharge their EMD/Bid Securing Declaration.

2.29 Signing of Contract

Within **20 days** from the issue of Notification of Award by UIDAI, the successful bidder has to execute/sign the contract document with UIDAI in the format available at **Appendix H of Section VI of the bid document**.

2.30 Performance Bank Guarantee (PBG)

1. Within **20 days** of date of receipt of Notification of Award, the successful Bidder shall furnish the performance bank guarantee in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at clause 6.1, **Appendix A of Section VI of the RFP**.
2. Failure of the successful Bidder to comply with the requirement of **Clause 2.28 & 2.29** shall constitute sufficient grounds for the annulment of the award and execution of Bid Securing declaration/forfeiture of the EMD held as Bid Security.
3. Performance Bank Guarantee will be for a total amount equivalent to 10% of total contract value (excluding taxes). Two PBGs shall be submitted, which are as under. Both the PBGs must be submitted within the timeline specified in (1) above.
 - a) 10% of total CAPEX cost and having validity till T_0+3 years and 7 months, and
 - b) 10% of total OPEX cost having validity till T_0+7 Year and 5 Months.
(**T_0 is date of signing of Contract by both the parties i.e. Successful Bidder and 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.

2.31 Confidentiality of the Document

- 1) The documents shared by the UIDAI during the Bid Management process with the prospective bidders shall be treated as confidential and the Bidder(s) are required to furnish an undertaking that anything contained in those documents shall not be disclosed in any manner by submitting an NDA, as per Appendix D (clause 6.4) of section VI.

Bid No.: T-11014/82/2018-Tech

- 2) 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 manufacturing the articles/providing the service and the bidder shall not use any such information to make any similar article/provide any similar service or part thereof for any other purpose.

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/Owner"** means the Chief Executing Officer (CEO), Unique Identification Authority of India or any other representative authorized by the CEO.
- 3) **"Bidder/tenderer"** means the entity participating in bid/RFP
- 4) **"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.
- 5) 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.
- 6) The **"Agency/Vendor/Contractor/Service provider"** 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.
- 7) **"The Contract Value"** means the price payable to the Vendor (excluding taxes) under the Contract for the full and proper performance of its contractual obligations;
- 8) **"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;
- 9) **"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;
- 10) **"Acceptance of Bid"** means the acceptance of LoI/NoA or any memorandum communicating to the selected Vendor the acceptance of his Bid.
- 11) **"Supply"** means once the purchaser issues a Purchase Order, the bidder has to supply the equipment within stipulated time.
- 12) **"Clause"** means a clause of this Contract and the term "Clauses" means more than one clause.
- 13) **"Calendar Day"** means any day of the calendar month.
- 14) **"Working Day"** means days of the calendar month excluding Sundays or designated government holidays i.e. gazette holidays.
- 15) **"Calendar Month"** means any of the twelve months of the Calendar Year.
- 16) **"Calendar Year"** means a period of twelve consecutive Months according to the Gregorian calendar, commencing with the first day of January and ending with the thirty-first day of December.
- 17) **"Contract Term"**: means the period of contract as specified in Clause 3.4 below.
- 18) **"Delivery"** includes logistics, tracking and physical delivery of goods at purchaser premise (up to the equipment handling room-EHR) associated with the required purchase of service. Extent of damage to the boxes will be also scrutinized and informed to the vendor.
- 19) **"Dispute"** means any dispute/ differences/ controversy/ disagreements which arise "between the parties to this Contract/ Agreement in relation to/ in connection with/ the terms of/ ambit hereof.
- 20) **"Expiry date"** means the date on which the terms of the contract come to an end.

Bid No.: T-11014/82/2018-Tech

- 21) **“Government Authorities”** means the Government of India (GOI) and provincial, state or local government in India and any political subdivision thereof
- 22) **“Installation”** includes unpacking and movement of goods to the proposed location in Data Centre as indicated in the Deployment plan of the purchaser and the installation of these components adhering to OEM guidelines including cabling, thereby establishing required bandwidth connectivity.
- 23) **“Commissioning”** is declaration of completion of installation of the component by the bidder. 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.
- 24) **“Configuration”** includes installation of Operating systems in respective components and power-on, basic hygiene tests, setup and tuning as per purchaser requirements.
- 25) **“Integration”** includes network connectivity, end to end testing of the components with the existing setup by the purchaser representative and asset tagging.
- 26) **“Acceptance”** - The acceptance test will be carried out as per mutually agreed Acceptance Test Plan [ATP], which will be finalized after PO is issued. The equipments supplied will be accepted only after acceptance testing is completed as per the agreed plan and is duly signed/certified by the UIDAI and the service provider.
- 27) **“ATRR”** mean Acceptance Test Readiness Report that will be submitted by the vendor within stipulated timelines before start of Acceptance tests by the purchaser
- 28) **“Business Day”** means any day that is not a Sunday or a public holiday (as per the official holidays observed by UIDAI).
- 29) **“Notice”** means:
 - a. an information, announcement, message, notification, warning etc. which is in writing; or
 - b. a consent, approval or other communication required to be in writing under this Contract.
- 30) **“MSP”** or Managed Service Provider has been appointed by UIDAI in 2012 to manage all UIDAI system applications and services. The existing internet connectivity is being managed by MSP on behalf of UIDAI. The Vendor upon selection shall be working closely with the MSP during the course of contract execution.
- 31) **“LTO-8 Backup System”** or **“Tape Backup System”** or **“LTO-8 Library”** as per clause 5.2 of Section V of RFP.

3.2 Interpretation

In this Contract unless the context otherwise requires:

- 1) the headings of the Sections, Clause, Appendices, Schedules, Attachments and Annexures in the Contract are inserted for convenient reference only and shall not affect the meaning and/ or interpretation of this Contract;
- 2) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 3) a reference to the singular includes the plural and vice-versa;
- 4) a reference to a gender shall include any other gender;
- 5) the word “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- 6) unless categorically specified, reference to a Section, Clause, sub-clause, Appendix, Schedule, Attachment or Annexure shall be to a Section, Clause, Sub-clause, Appendix, Schedule, Attachment or Annexure of this Contract, including any amendments or modifications to the same from time to time;

Bid No.: T-11014/82/2018-Tech

- 7) all Appendices, Schedules, Annexures and Attachments form an integral part of this Contract/ Agreement. In an event of conflict between any provision of the Clause and any provision of the Appendix, Schedule, Attachment or Annexure, the provision of the Clause shall prevail;
- 8) a reference to a person includes a partnership and a body corporate;
- 9) a reference to any legislation/ regulation having force of law includes legislation/ regulation time to time repealing, replacing, modifying, supplementing or amending that legislation;
- 10) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- 11) in the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.
- 12) Any reference to time shall, except where the context otherwise requires and specifies, be construed as a reference to the time in India. Any reference to the Calendar shall be construed as reference to the Gregorian calendar.
- 13) Unless the context otherwise requires, any period of time referred to shall be deemed to expire at the end of the last day of such period;
- 14) All references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, modified, substituted, assigned or renovated from time to time.
- 15) If the Contract / Service Specification include more than one document then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.

3.3 Application

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

3.4 Warranty/AMC and Period of Contract

3.4.1 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 5.4.1 (4).

Bid No.: T-11014/82/2018-Tech

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.

- a. Scenario 1-UAT gets completed on 20th January, 2018 – Then the warranty for the equipment shall start from 21st January, 2018.
 - b. 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 the 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.
 - 7) The warranty shall cover all equipment supplied under the Contract including but not limited to LTO-8 tape media (cartridge). In case of any defect in tape media, Vendor must provide replacement tape media. The defective tape media shall be retained by UIDAI, and the Vendor shall not claim any right to the tape media (cartridge) replaced by him.

3.4.2 Period of Contract

- 1) This contract for “Supply, Installation, Commissioning and Maintenance of Tape Backup System” shall start from date of acceptance of Notification of award by bidder (as per clause 2.28 of section II of RFP) and shall last up till the end of 4th year of AMC period applicable as per clause 3.4.1.
- 2) Notwithstanding the provision of Clauses mentioned above, the period of Contract shall be valid subject to the satisfaction of the Purchaser.

3.5 Standards

- 1) The services supplied under this Contract shall conform to the standards mentioned in the various sections of the tender/RFP document.
- 2) The Vendor shall ensure that the services supplied under the Contract against all purchase orders are of the most recent or current models and incorporate all recent improvements in design and materials without any additional cost to the Purchaser.

3.6 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.

Bid No.: T-11014/82/2018-Tech

- 2) The Vendor shall not, without the Purchaser's prior written consent, make use of any document of information enumerated in Clause 2.3 of Section II except for purposes of performing the Contract.
- 3) Any document, other than the Contract itself, enumerated in Clause 2.3 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.

3.7 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/spare parts/services or any part thereof.

3.8 Installation, Commissioning, Testing and Acceptance Tests

- 1) The Vendor shall be responsible for installation, commissioning, testing and post warranty maintenance of Tape Backup System at Data Centre at Hebbal, and Manesar, 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 the responsibility of the 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 (UAT) 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.

Bid No.: T-11014/82/2018-Tech

- 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 acceptance tests and submission of reports to UIDAI
- 12) The vendor needs to submit Acceptance Test Readiness Report (ATRR) for user acceptance test to be conducted by the purchaser or its authorized representative.
- 13) Successful acceptance would be certificated by UIDAI
- 14) Utilization of goods/equipment shall be done after acceptance of goods/equipment is complete.

3.9 Incidental Services

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;

3.10 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.
- 2) After acceptance tests and final acceptance of the supplied good by UIDAI, the vendor shall hand over the entire supplied Hardware to UIDAI and shall continue to provide Warranty / AMC services under the direct supervision of UIDAI.

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 Hardware

The payments 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 |

Bid No.: T-11014/82/2018-Tech

| | |
|------|---|
| iii) | 10% against submission of ATRR by the bidder |
| iv) | Balance 10% will be released in 3 equal installments after completion of 1 st , 2 nd and 3 rd year from commencement of warranty. However, this 10% may also be released on commencement of warranty or completion of 30 days from the date of submission of ATRR, whichever is earlier, subject to submission of Bank Guarantee of Equivalent amount and having validity till 3 years and 3 months from date of commencement of warranty. <i>This Bank Guarantee is in addition to the two PBGs submitted by the successful bidder as per clause 2.30 (3) of Section II of Bid Document.</i> |

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 from submission of ATRR by the vendor, whichever is earlier, subject to submission of Bank Guarantee of Equivalent amount and having validity till 3 years and 3 months from date of commencement of warranty

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 charges as below:

$$Y = Y_4 + Y_5 + Y_6 + Y_7$$

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

i.e., $Y = x*4.641$

Where

Y = Total Cost as per Annex 4.2.2.3

$Y_4 = x$ = Fourth year AMC Charges = $Y/4.641$

Y_5 = Fifth year AMC Charges = $x*1.1 = Y*1.1/4.641$

Y_6 = Sixth year AMC Charges = $x*1.1^2 = Y*1.21/4.641$

Y_7 = Seventh year AMC Charges = $x*1.1^3 = Y*1.331/4.641$

For Example:

If Rs 4,641 is quoted as total AMC charges for total 4 years, then the yearly AMC charges will be considered as below -

AMC cost for 4th year = $x = 4641/4.641 = \text{Rs } 1,000/-$

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

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

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

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. the place of delivery; or
 - ii. the deliverable (upto 50% of the Quantity) as per Annexures 4.2.2.2 and 4.2.2.3 to be provided by the Vendor.
- 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 by UIDAI in the Contract Price or delivery schedule, or both, and the Contract Value shall accordingly be modified.
- 3) In case applicable rates for the increase/decrease of an item in question are not available in the Contract, then the equivalent rates may be finalized based on mutually agreed rates by both parties, and the Contract Value shall accordingly be modified.

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, except with the Purchaser's prior written consent. The permission, if any, of the Purchaser has to be taken 15 days prior to assigning.

3.16 Sub-contracts

No sub-contracting is allowed.

3.17 Delays in the Vendor's Performance

- 1) Delivery of the services and performance of service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in tender/RFP document.
- 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 and/or further action as deemed fit.
- 3) If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery 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 services 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 5.4.1. 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 supplied by vendor within the duration specified in clause 5.4.2 – 5.4.3 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 5.4.2 – 5.4.3. 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 a 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. In such case vendor shall have to submit the fresh PBG.
- 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) 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 by giving 1(One) month notice:
 - a. If the Vendor fails to provide services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 3.17.; OR
 - b. The Purchaser has noticed that the Bidder has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.; OR
 - c. The purchaser is not satisfied with the performance of the bidder or violation of any of the terms and conditions of the contract; OR
 - d. If the Vendor fails to perform any other obligation(s) under the contract;
- 2) In the event the Purchaser terminates the Contract in whole or in part thus, 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) Notwithstanding the provisions of Clauses 2.30, 3.18 and 3.19, the Vendor shall not be liable for forfeiture of its performance security, payment of liquidated damages or contract termination for

Bid No.: T-11014/82/2018-Tech

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.

- 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.
- 3) If a force Majeure situation arises, the Vendor shall promptly, in not more than 10 (Ten) days from its beginning, 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.
- 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 2 (two) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 (fifteen) 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 by giving written notice to the Vendor, without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent. This 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 Thirty Days (30) days. The notice of termination shall specify
 - that the 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

Bid No.: T-11014/82/2018-Tech

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) Continuation 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 Applicable Law

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

3.25 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.

3.26 Backup 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.

3.27 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.

3.28 Deductions

Payments, as envisaged in Clause 3.11, shall be subject to deductions of any amount, for which the Vendor is liable under the agreement against this Bid.

3.29 Taxes and Duties

The Vendor shall be entirely responsible for all taxes, duties, license fees, cess etc., incurred until performance of the contracted services to the Purchaser. If there is any reduction/increase in duties and taxes due to any reason what so ever, after Notification of Award, the same shall be passed on to the Purchaser/Vendor; which shall be reimbursed as applicable only upon submission of required proof of remittance of tax to the concerned authorities.

3.30 Insurance

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

3.31 "No Claim" Certificate

The Bidder shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim, if made by the 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.

3.32 Continuing Support

The Vendor shall provide adequate and appropriate support and participation, on a continuing basis to meet the requirements of equipments supplied.

3.33 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.

3.34 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 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) 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.
- 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 initiate appropriate action or 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.

3.35 Fall Clause

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

- 1) 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.
- 2) 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
- 3) 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

Bid No.: T-11014/82/2018-Tech

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.

3.36 Relationship between the parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between UIDAI and the bidder and/or its personnel. The bidder, subject to this Contract, has complete charge of the personnel and shall be fully responsible for the Services performed by them on their behalf hereunder.

3.37 Governing Language

The Contract shall be written in the English language. Subject to Clause 3.24, 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.

3.38 Other obligations of Vendor

- 1) 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:
 - i. Inhibit the desired and the designed function of the equipment
 - ii. Cause physical damage to the user or his equipment during the operational exploitation of the equipment
 - iii. 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.
 - iv. Cause any loss or corruption of data
- 2) 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.

3.39 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

Bid No.: T-11014/82/2018-Tech

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 is 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:

- 1) 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;
- 2) 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 defense 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;
- 3) 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 defense of such claim;
- 4) 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 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.

3.39.5 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

- 1) 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:
 - a. Inhibit the desired and the designed function of the equipment
 - b. Cause physical damage to the user or his equipment during the operational exploitation of the equipment
 - c. 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.
 - d. Cause any loss or corruption of data
- 2) 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.

3.41 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

Bid No.: T-11014/82/2018-Tech

case UIDAI/purchaser shall provide notice of fifteen (15) days to successful bidder for providing the clarification.

- 2) Where issue is not resolved within 15 days of notice to successful bidder/ or if the satisfactory clarification is not rendered by successful bidder in 15 days in that case Purchaser may, without prejudice to any other remedy for breach of contract, 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.

3.42 Defective Media Retention

UIDAI will retain any defective data storage media including but not limited to LTO-8 media tapes that UIDAI does not want to relinquish due to sensitive data contained within the media. Vendor should provision for this requirement in their bid, and accordingly in the warranty/AMC of components.

4. SECTION IV – CONTENTS OF BID

4.1 Technical Bid

4.1.1 Technical Bid Letter

Annex 4.1.1

To

**The Deputy Director General (Tech)
Unique Identification Authority of India (UIDAI)
Bangla Sahib Road
Behind Kali Mandir, Gole Market
New Delhi – 110001**

Ref : Bid No. _____

Sir,

1. We declare:

i. That we are OEM/ system integrators of _____

ii. Our 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 mentioned in Annex 4.2.2.2 and Annex 4.2.2.3. In the event that we are the successful bidder for supplying goods listed in Annex 4.2.2.2 and Annex 4.2.2.3, we hereby undertake that we shall be solely responsible for providing any **OEM support** that may be required by the Purchaser for the delivery, installation, commissioning, acceptance and post-warranty maintenance of any **scheduled equipment or part** thereof, in keeping with the other terms and conditions of the RFP document.

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 of the Bid Document as given in **clause 5.5** and that we shall perform all the incidental services.

4. TERMS OF DELIVERY

The prices quoted are inclusive of all charges in the UIDAI at the location as mentioned in **Appendix C (clause 6.3)**.

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 last date of bid submission closing date and that we shall remain bound by a communication of acceptance within that time.

7. We have carefully read and understood the terms & conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply of goods/services as per these terms and conditions.

8. Certified that the person signing the bid is :

a) the constituted attorney of the Company.

OR

Bid No.: T-11014/82/2018-Tech

b) The Principal Officer or his duly Authorized Representative of the Company and he has the authority to refer to arbitration disputes concerning the business of the Company by virtue of the general power of attorney.

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

9. Self attested scanned copy of **Bid Securing Declaration/Earnest Money Deposit** for an amount equal to **Rs. _____ (Rupees _____ only)** is attached in the Cover containing **Technical Bid** in the form as specified in **clause 2.1. Original has been dispatched/delivered to the address mentioned in clause 1.2 (b) of Section I.**
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 awarding the Contract, shall constitute a binding contract between us.

Dated this _____ day of 2018

Signature of the bidder

Name :

Full Address :

Landline No :

Fax No :

Mobile No :

Email ID :

Details of enclosures:

- 1.
- 2.
- 3.
- 4.
- ..

4.1.2 Manufacturer Authorization cum Undertaking Form

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

No.

Date:

To

**The Deputy Director General (Tech)
Unique Identification Authority of India (UIDAI)
Bangla Sahib Road
Behind Kali Mandir, Gole Market
New Delhi – 110001.**

Dear Sir,

**Sub: Manufacturer’s Authorization cum Undertaking Form for UIDAI Tender/bid No
.....**

1. 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.

2. 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.

3. We confirm of providing support for the ‘Products’ during the period of warranty (3 years) and AMC (4 years). We further confirm that we have our Registered Office in India and Support centre in Delhi and Bangalore, continuously for the last three years ending on last day of previous month of closing date of bid submission, with dedicated support and services team on our own payroll of at least 2 engineers in both the locations.

Bid No.: T-11014/82/2018-Tech

4. In case of any change in terms of agreement between UIDAI and our partner (<*Insert complete legal name of Bidder*>), or between us and our partner (<*Insert complete legal name of Bidder*> for providing support during the period of warranty (3 years) and AMC (4 years) to ‘Products’, in that case also we agree to provide support (during AMC), as desired by UIDAI under the said RFP, at the same terms and conditions of agreement between us and our partner (<*Insert complete legal name of Bidder*>) pertaining to warranty and AMC.

5. This authorization letter is applicable against the “Products” listed below:

| <u>S. No.</u> | <u>Product Name (with Model No.)</u> |
|---------------|--------------------------------------|
| 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 OEM 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 Commercial Bid Letter

Annex 4.2.1

To

**The Deputy Director General (Tech)
Unique Identification Authority of India (UIDAI)
Bangla Sahib Road
Behind Kali Mandir, Gole Market
New Delhi – 110001**

Ref: Bid No. _____

Sir,

1. We declare:

That we are OEM/ system integrators of -----

2) We hereby offer to supply the Goods/Services at the cost and rates mentioned in Annexure 4.2.2.1 to Annexure 4.2.2.3.

3) We enclose herewith the complete **Commercial Bid** as required by you. This includes:

| S. NO. | CONTENTS |
|---------------|---|
| 1 | Commercial Bid Letter (Annex 4.2.1) |
| 2 | Summary of Cost of equipments as per Annexure 4.2.2.1 - 4.2.2.3 |
| 3 | Soft copy and hard copy of Filled Priced BoQ (excel file) |

Dated this ____ day of ____ month of 2018

Signature of the bidder

Name :

Full Address :

Landline No :

Fax No :

Mobile No :

Email ID :

Details of enclosures:

1.

2.

.

4.2.2 Commercial Bid Forms

**4.2.2.1 Summary of the Costs of Hardware/
Goods/ Equipment/Services Offered**

Annex 4.2.2.1

Bidder Name:

| S. No. | Description | Contract value (in Rupees) (Exclusive of Taxes) |
|---------------|---|--|
| 1. | FORM-1: Total Cost of Equipment (Capex) (Annex 4.2.2.2) | |
| 2. | FORM-2: Total Cost of AMC (Opex) (Annual Maintenance Charges for four years) (Annex 4.2.2.3) | |
| | Total Contract Value in figures: | |
| | Total Contract Value in Words: | |

Signature & seal of the bidder

Name :

Full Address :

Tele-phone No.:

Fax No :

Email ID :

4.2.2.2 Commercial Bid Form-1: Cost Of Equipment (Capex Cost including 3 Year warranty)
Annex 4.2.2.2

| Sl. No. | Equipment Description | Make and Model | Quantity | Rate/ Unit Rs. (With out Taxes) | GST in % on Unit Rate | Total Capex Cost without GST =Col(4)*Col(5) | Total Capex Cost with GST =[Col(7)+{Col(7)*Col(6)/100}] |
|-------------------------|---|----------------|----------|----------------------------------|-----------------------|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Hebbal | | | | | | | |
| 1.01 | LTO-8 tape library (includes all accessories, licenses except LTO-8 tape drive) | | 2 | | | | |
| 1.02 | LTO-8 tape drives | | 36 | | | | |
| 1.03 | LTO-8 cartridges | | 1500 | | | | |
| Manesar | | | | | | | |
| 2.01 | LTO-8 tape library (includes all accessories, licenses except LTO-8 tape drive) | | 2 | | | | |
| 2.02 | LTO-8 tape drives | | 36 | | | | |
| 2.03 | LTO-8 cartridges | | 2000 | | | | |
| Total Capex Cost | | | | | | | |
| Amount in words | | | | | | | |

IMPORTANT NOTE: 1) 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:

Bid No.: T-11014/82/2018-Tech

4.2.2.3 Commercial Bid Form-2: AMC Cost of Equipment (Total Cost of Annual Maintenance Charges for 4 Years) (OPEX Cost) Annex 4.2.2.3

| Sl. No. | Equipment Description | Make and Model | Quantity | Total AMC Cost for 4 years per unit @ Rs. (without taxes) | GST in % on Unit Rate | Total AMC Cost without GST = col (5)* col (4) | Total AMC Cost with GST for 4 years = [Col (7) +{Col(7)* Col(6)/100}] |
|-----------------------|---|----------------|----------|---|-----------------------|---|---|
| 1 | 2 | | 4 | 5 | 6 | 7 | 8 |
| Hebbal | | | | | | | |
| 1.01 | LTO-8 tape library (includes all accessories, licenses except LTO-8 tape drive) | | 2 | | | | |
| 1.02 | LTO-8 tape drives | | 36 | | | | |
| Manesar | | | | | | | |
| 2.01 | LTO-8 tape library (includes all accessories, licenses except LTO-8 tape drive) | | 2 | | | | |
| 2.02 | LTO-8 tape drives | | 36 | | | | |
| Total AMC Cost | | | | | | | |

| | | |
|------------------------|--|--|
| Amount in words | | |
|------------------------|--|--|

IMPORTANT NOTE: 1) The bidder should note that all equipment mentioned above should be quoted failing which the bid is liable to be rejected.

2) The cost of AMC without taxes for 4 years (OPEX cost) (after warranty of 3 year duration) shall not be less than 30% of the total value of the contract (CAPEX + OPEX) (without taxes).

Signature & Seal of Bidder

Date :

Place :

5. SECTION V – SCOPE OF WORK

5.1 Scope of work

The scope of work for this bid comprises of Supply, Installation, Commissioning and Maintenance of Tape Backup System.

5.2 Bill of Material

The successful bidder/vendor shall have to supply the **LTO-8 Backup System** consisting of

| # | Equipment | Requirement at Manesar DC (Nos.) | Requirement at Hebbal DC (Nos.) | Total Requirement (Nos.) |
|----------|---------------------|---|--|---------------------------------|
| 1 | LTO-8 library* | 2 | 2 | 4 |
| 2 | LTO-8 Media Tapes** | 2000 | 1500 | 3500 |

*Specifications as per clause 6.5.1 of Section VI

**Specifications as per clause 6.5.2 of Section VI

5.3 Schedule of Requirements and Objectives

5.3.1 General Requirements

- 1) The Bidder shall be responsible to Supply, Install, Commission, and maintain the supplied goods and also provide Services as mentioned in this Section. The Bidder should offer only the line items indicated in clause 5.2 above. No alternate goods should be proposed by the bidder.
- 2) 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.
- 3) 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.
- 4) 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.
- 5) It is expected that the Bidder will provide the goods 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.
- 6) The Bidder should ensure that none of the equipment, components and sub-components is declared end-of support by the respective OEM during the contract duration. If, the OEM declares any equipment/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

Bid No.: T-11014/82/2018-Tech

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

5.3.2 Requirements related to Installation, Commissioning, Testing and Acceptance

- 1) The Vendor shall be responsible for installation, commissioning, testing and acceptance of the goods supplied, to the satisfaction of UIDAI, as per the terms and conditions laid out in clause 3.8.
- 2) The successful bidder/Vendor must provide a list of pre-deployment tests to be carried out. Test reports have to be maintained for each component.
- 3) Vendor shall 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.
- 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) 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) After acceptance tests and final acceptance of goods by UIDAI, the successful bidder shall hand over the goods to the UIDAI and shall continue to provide Warranty / AMC services under the direct supervision of UIDAI.
- 7) 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.
- 8) 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.
- 9) The Vendor is responsible for provisioning all the equipment along with associated peripherals, accessories, cables, sub-components, etc. 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) The Vendor should ensure that there is a 24x7 comprehensive onsite support arrangement (on-call basis) during the currency of the contract with all the OEMs for respective components/equipment.
- 11) 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.

5.3.3 Other Requirements

- 1) All the personnel employed by the successful bidder/Vendor for this contract shall adhere to the Information Security policy of UIDAI/Aadhaar Act, 2016 and should follow the policy of UIDAI in terms of software, configuration and services. The Information Security policy of UIDAI shall be shared with the successful bidder/Vendor while on-boarding.

Bid No.: T-11014/82/2018-Tech

- 2) Successful bidder/ vendor should adhere to the goods movement procedures and policies defined by UIDAI, which shall be shared with the successful bidder/vendor.
- 3) 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 equipments should be provisioned by the Bidder separately without any additional cost to the UIDAI.
- 4) The successful bidder/vendor shall provide a front end web-tool portal for UIDAI to log and monitor service call tickets raised by UIDAI.
- 5) The successful bidder/Vendor shall provide training and support on the use of the installed equipment for data migration. The successful bidder/Vendor shall provide this training/support to UIDAI personnel (or the personnel of agencies employed by UIDAI, if so desired by UIDAI).
- 6) 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.
- 7) During the currency of AMC, tape media (cartridge) may be procured by purchaser at the same price as quoted in CAPEX. However purchaser may procure the cartridge from other OEM also.
- 8) The bidder shall also be responsible for dismantling of existing tape libraries & hand-over to the concerned officials of data center.

5.4 Service Level Compliances

5.4.1 SLAs related to Delivery, Installation, Commissioning and Acceptance

| # | SLA Parameter | Definition | Service Level Target | Liquidated Damages |
|----------|---|--|------------------------|--|
| 1 | Delay in delivery of any or all of the equipments | Measured as the difference between the planned date for delivery and the actual date of delivery | Upto 14 days | 0.05% of CAPEX Cost of delayed equipment as mentioned in NOA/purchase order per week or part thereof |
| | | | > 14 days & <= 28 days | 0.1% of CAPEX Cost of delayed equipment as mentioned in NOA/purchase order per week or part thereof |
| | | | > 28 days & <= 42 days | 0.2% of CAPEX Cost of delayed equipment as mentioned in NOA/purchase order per week or part thereof |
| | | | > 42 days | 0.5% of CAPEX Cost of delayed equipment as mentioned in NOA/purchase order per week or part thereof |
| 2 | Delay in installation and commissioning of any or all of the equipments | Measured as the difference between the planned date and the actual date | Upto 14 days | 0.05% of CAPEX Cost of delayed equipment as mentioned in NOA/purchase order per week or part thereof |
| | | | > 14 days & <= 28 days | 0.1% of CAPEX Cost of delayed equipment as mentioned in NOA/purchase order per week or part thereof |
| | | | > 28 days & <= 42 days | 0.2% of CAPEX Cost of delayed equipment as mentioned in NOA/purchase order per week or part thereof |
| | | | > 42 days | 0.5% of CAPEX Cost of delayed equipment as mentioned in NOA/purchase order per week or part thereof |
| 3 | Delay in submission of ATRR of any or all of the equipments | Measured as the difference between the planned date and the actual date | Upto 14 days | 0.05% of CAPEX Cost of delayed equipment as mentioned in NOA/purchase order per week or part thereof |
| | | | > 14 days & <= 28 days | 0.1% of CAPEX Cost of delayed equipment as mentioned in NOA/purchase order per week or part thereof |
| | | | > 28 days & <= 42 days | 0.2% of CAPEX Cost of delayed equipment as mentioned in NOA/purchase order per week or part thereof |
| | | | > 42 days | 0.5% of CAPEX Cost of delayed equipment as mentioned in NOA/purchase order per week or part thereof |

Bid No.: T-11014/82/2018-Tech

| # | SLA Parameter | Definition | Service Level Target | Liquidated Damages |
|---|--|--|-----------------------------|---|
| 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 of delayed equipment as mentioned in NOA/purchase order per week or part thereof |

5.4.2 SLAs related to Issue Resolution (applicable during warranty period)

| # | SLA Parameter | Definition | Service Level Target |
|---|--|--|--|
| 1 | For each equipment (a) The vendor shall rectify defective hardware components/parts/media within the allowed resolution time; and (b) Vendor shall replace defective hardware components/parts/media within the allowed resolution time. | Within 24 Hours after Service call is registered with Vendor | 0.1% of CAPEX cost of the respective defective equipment (as mentioned in NOA/purchase order) categorized in 4.2.2.2, for every 12 hours or part thereof, beyond the stated resolution time. |
| 2 | Each equipment shall be made available at all times during 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 total CAPEX cost* of the respective defective tape library (as mentioned in NOA/purchase order), for every 4 hours or part thereof, beyond the stated resolution time. *Total CAPEX cost of defective tape library would include CAPEX cost of tape library, tape drives and cartridges associated with that library. |

5.4.3 SLAs related to issue Resolution (applicable during AMC period)

| # | SLA Parameter | Definition | Service Level Target |
|---|---|--|--|
| 1 | For each equipment (a) The vendor shall rectify defective hardware components/parts within the allowed resolution time; and (b) Vendor shall replace defective hardware components/parts within the allowed resolution time. | 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 as categorized in 4.2.2.3, for every 12 hours or part thereof, beyond the stated resolution time. |

Bid No.: T-11014/82/2018-Tech

| # | SLA Parameter | Definition | Service Level Target |
|---|--|---|--|
| 2 | Each equipment shall be made available at all times during 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 | 5% of total AMC cost* of the relevant year for the respective defective tape library (as mentioned in NOA/purchase order), for every 4 hours or part thereof, beyond the stated resolution time. *Total AMC cost of defective tape library would include AMC cost of tape library & tape drives associated with that library. |

5.4.4 Other SLAs applicable during the complete contract period

| S. No. | Parameter of Service Level Agreement | Uptime | Liquidated Damages |
|--------|---|--|---|
| 1 | Uptime at each Data Centre separately (Cumulatively calculated on quarterly basis at each Data Center for both LTO-8 backup systems) | >= 99.9% | NIL |
| | | >=99.7% to 99.9% | 0.5% of total Capex Cost* |
| | | >=99.5 to 99.7% | 1% of total Capex Cost* |
| | | >=99.3% to 99.5% | 1.5 % of total Capex Cost* |
| | | >=99.0% to 99.3% | 2% 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 the vendor | |

* Total Capex cost of the equipments at each Data Center, as mentioned in Annex 4.2.2.2

5.5 Delivery Schedule

| Sl. No | Activity | Deliverable | Timeline for completion* (Time in Months) |
|--------------------------------------|--|---|--|
| Phase I – DICTA* of Equipment | | | |
| 1. | Commencement of contract | | T ₀ (T ₀ is the date of signing/execution of Contract by both the parties) |
| 2. | Delivery of Equipment | As mentioned in clause 5.2 | T ₀ +12 Weeks |
| 3. | Installation and Commissioning of Equipment | Installation/ Commissioning of the Infrastructure components and making the Infrastructure ready for Acceptance | T ₀ + 14 Weeks |
| 4. | Rendering of ATRR by vendor | The vendor is responsible for submission of Acceptance test readiness report (ATRR) for UAT | T ₀ + 15 Weeks |
| 5. | Acceptance and Operationalization of Equipment | | Tentatively 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 UAT or 30 days from the date of submission of ATRR, whichever is earlier in terms of clause 3.4.1(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 |

***DICTA: Delivery, Installation, Commissioning, Testing and Acceptance**

6. SECTION VI – APPENDICES

6.1 Appendix A – Proforma of 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,

**The Deputy Director General (Tech)
Unique Identification Authority of India (UIDAI)
Bangla Sahib Road
Behind Kali Mandir, Gole Market
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 “Supply, Installation, Commissioning and Maintenance of Tape Backup System” 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

Bid No.: T-11014/82/2018-Tech

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 notwithstanding 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 notwithstanding 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. Notwithstanding 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 authorized officer, has set its hand and stamp on this.....day of.....2018.....at.....

Bid No.: T-11014/82/2018-Tech

WITNESS

.....

.....

(Signature)

(Signature)

.....

..... (Name)

(Name)

(Official Address)

.....

(Designation with Bank Stamp)

Attorney as per Power of Attorney

No.....

Dated.....

6.2 Appendix B – Proforma of BG for Earnest Money Deposit

(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

**The Deputy Director General (Tech)
Unique Identification Authority of India (UIDAI)
Bangla Sahib Road
Behind Kali Mandir, Gole Market
New Delhi – 110001.**

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 “Supply, Installation, Commissioning and Maintenance of Tape Backup System” 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, 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. Notwithstanding anything contained hereinabove:

Bid No.: T-11014/82/2018-Tech

- (1) Our liability under this guarantee is restricted to Rs. _____ (_____).
- (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 for supplying the goods

List of Locations where Goods/Services have to be Supplied

| S No. | City | Address | Name of Contact Person |
|--------------|-------------|---|---------------------------------|
| 1 | Hebbal | UIDAI Data Centre Complex, Bangalore (The exact location of the above Data Centre shall be shared with the successful bidder) | ADG (Ops), UIDAI Tech Centre |
| 2 | Manesar | UIDAI Data Centre Complex, Manesar, Gurgaon, Haryana-122050 (India) (The exact location of the above Data Centre shall be shared with the successful bidder) | 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 “Supply, Installation, Commissioning and Post-Warranty Maintenance of Storage Solution” (hereinafter called the said 'RFP') issued by the Authority.
- b) The Bidder is aware and confirms that the Authority’s business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Authority in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Authority.

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

Bid No.: T-11014/82/2018-Tech

meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.

- 2 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

Bid No.: T-11014/82/2018-Tech

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 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

Bid No.: T-11014/82/2018-Tech

liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this Agreement.

- 12** 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:

Designation:

Date:

Date:

Place:

Place:

6.5 Appendix E - Specifications of the Equipments –

6.5.1 Specification of Tape Library

Make and model of the proposed tape library and tape drive

(Bidder to upload the data sheets/documentary evidence of the proposed tape library and tape drives along with Technical bid to validate compliance to the desired specifications detailed below.

Wherever data sheets/documentary evidence is not available, OEM must submit an undertaking of compliance.)

| LTO-8 Tape Library - Minimum Desired Specification | | | Min Requirement Col (2) Met (Y/N) / Specification Offered |
|---|---|---|--|
| S No. | Specification | Minimum Requirement | |
| | 1 | 2 | 3 |
| 1 | Tape Library offered with Full height LTO 8 drives. The bidder should quote ergonomically best fit product considering the size of the tape library, so that it should occupy least space in data centre. | Yes | |
| 2 | Shall provide Vault license for the tape library | Yes | |
| 3 | Minimum No. of slots (LTO-8) with license | 1500 | |
| 4 | Minimum No. of Full Height LTO-8 drives | 18 (out of the 18 drives four shall be for data life management) | |
| 5 | Shall have dual encryption appliance / Hardware (pen drive not allowed) to keep the encryption key in redundant fashion across DC and DR in high availability mode. | Yes | |
| 6 | Support for automated reports and auto mail alert system | Yes | |
| 7 | Automated scheduling for scanning of the tape Media for data integrity, irrespective of the Make / Brand of Media Cartridge and shall be | Yes | |

Bid No.: T-11014/82/2018-Tech

| | | | |
|-----|--|---------------------------------------|--|
| | able to report automatically. | | |
| 78 | Status information on the drive and system | Yes | |
| 89 | Proactive monitoring and advanced diagnostics | Yes | |
| 810 | Drive utilization report | Yes | |
| 911 | System configuration operations and reporting | Yes | |
| 112 | System error and status logs | Yes | |
| 113 | Media Integrity Analysis report | Yes | |
| 114 | Media Usage report | Yes | |
| 15 | Shall provide GUI tool for management and monitoring (With authentication) | Yes | |
| 16 | Fully Automatic Loading and Unloading of cartridges to and from tape drives | Yes | |
| 17 | Min Average Mounts per hour with dual robotic arm | 350 | |
| 18 | Shall have automatic detection of faulty cartridges and data integrity check | Yes | |
| 19 | Shall have scheduled cleaning of Tape drives | Yes | |
| 20 | Shall have automatic path failover for both control and data path | Yes | |
| 21 | Backup and Recovery Software supported | Symantec Net-Backup and EMC Networker | |
| 21 | Drive interfaces supported | Min. 8/16 GB FC | |

Bid No.: T-11014/82/2018-Tech

| | | | |
|----|--|---|--|
| 22 | Minimum Transfer Rate per drive | 360 MB/S | |
| 23 | LTO drives to be specified with MTBF - Min.100,000 Hrs OR MSBF – Min 3 Mn | | |
| 24 | Min. Number of FC ports for SAN connectivity | 1+1 per drive (For redundancy) | |
| 25 | A/C Power input | Dual Source 1 Phase 32 A (with industrial socket) | |
| 26 | Robotic Arms | Minimum 2 Nos. in active-active mode | |
| 27 | Shall provide online automatic calibration of robotic arms | Yes | |
| 28 | Allow auto tape cloning for offline backup using existing backup software (Symantec Net-Backup, EMC Networker) | Yes | |
| 29 | Reboot time for Tape Library | <30 Minutes | |
| 30 | T/L shall support all Third party LTO-8 cartridges | Yes | |
| 31 | OEM shall provide health check-up report of the system min every half year. | Yes | |
| 32 | Shall provide separate and dedicated control and data paths | Yes | |
| 33 | Tape Library Foot print | Max (800 mm x 4000 mm) | |
| 34 | Shall provide barcode reader within the library. | Yes | |
| 35 | Shall support NDMP for backup of NAS over LAN with existing backup software (Symantec Net-Backup, EMC Networker) | Yes | |
| 36 | Shall have redundant hot swap power supply units | Yes | |
| 37 | Shall have redundant hot swappable cooling fans | Yes | |
| 38 | Shall provide secured remote monitoring capabilities | Yes | |

Bid No.: T-11014/82/2018-Tech

| | | | |
|----|--|----------------------|--|
| 39 | Shall support at least 16 partitions | Yes | |
| 40 | Operating temperature - DC Temp (20-24) Degree Celsius | 16-32 Degree Celsius | |
| 41 | Operating humidity range DC RH (40-60) % | 20-80% RH | |

Signed for & on behalf of the OEM – M/s

Signature -----
Name -----

Designation _____

Date -----

Place : _____

Countersigned for and on behalf of the bidder – M/s

Signature -----
Name -----

Designation _____

Date -----

Place : _____

6.5.2 Specification of Media Tape (Cartridge)

Make and Model of the proposed Media tape (Cartridge)

(Bidder to upload the data sheets/documentary evidence of the proposed media tape along with Technical bid to validate compliance to the desired specifications detailed below. Wherever data sheets/documentary evidence is not available, OEM must submit an undertaking of compliance.)

| S. No. | LTO-8 Cartridges-Minimum Desired Specification | | Min Requirement Met (Y/N) / Specification Offered |
|--------|--|---------------------|---|
| | Specification | Minimum Requirement | |
| 1 | 2 | 3 | 4 |
| 1. | Drive technology | LTO | |
| 2. | Drive generation | LTO 8 (Full Height) | |
| 3. | Compression ratio | 2.5:1 | |
| 4. | Minimum capacity (TB) | 12 TB | |
| 5. | Minimum capacity (compressed) (TB) | 30 TB | |
| 6. | Operating temperature range (deg. C) | 16 deg to 32 deg | |
| 7. | Storage temperature range (deg. C) | 16 deg to 35 deg | |
| 8. | Storage humidity (RH%) | 20% - 80% | |
| 9. | Operating humidity (RH%) | 20% - 80% | |

Signed for & on behalf of the OEM – M/s _____

Countersigned for and on behalf of the bidder – M/s _____

Signature -----
Name -----

Signature -----
Name -----

Designation _____

Designation _____

Date -----

Date -----

Place : _____

Place _____

6.6 Appendix F - Bid Securing Declaration Form

Date:
Bid No.:

To

**The Deputy Director General (Tech)
Unique Identification Authority of India (UIDAI)
Bangla Sahib Road
Behind Kali Mandir, Gole Market
New Delhi – 110001**

We, the undersigned, declare that:

We, M/s..... (herein referred as vendor) understand that, according to bid clause No. 2.11, 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: _____

Bid No.: T-11014/82/2018-Tech

Designation: _____

Office Seal: _____

Place: _____

Date: _____

6.7 Appendix G – List of documents submitted with key details tabulated

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, with the key details mentioned alongside

| Ref. RFP Clause | Eligibility Criteria | Documentary Proof Required | Uploded (Y/N) | Page No. of bid | Key details of submitted documents |
|-----------------|---------------------------------------|----------------------------------|---------------|-----------------|---|
| 2.19(1) | Bid Securing declaration /BG OF EMD | Bid Securing declaration, OR | | | Date of declaration |
| | | BG for EMD | | | BG Date BG No. |
| 2.19(2) | Legal Entity/ Registration of Company | Self-declaration, OR | | | Name of Organization Date of declaration |
| | | Certificate of Incorporation, OR | | | Name of Company Date of incorporation Place of incorporation |
| | | Certificate of Registration | | | Name of Partnership Firm Date of registration Place of registration |
| 2.19(3) | Incorporation with Tax Authorities | Self-certification declaration | | | Date of declaration |
| 2.19(4) | Revenues from IT Goods and Services | Annual Financial Statements | | | Revenue from IT G&S FY '17 Revenue from IT G&S FY '16 Revenue from IT G&S FY '15 |
| | | Turnover Certificate | | | Issuer of certificate Date of issue of certificate Revenue from IT G&S FY '17 Revenue from IT G&S FY '16 |

Bid No.: T-11014/82/2018-Tech

| Ref. RFP Clause | Eligibility Criteria | Documentary Proof Required | Uploded (Y/N) | Page No. of bid | Key details of submitted documents | | |
|----------------------------------|----------------------------|----------------------------|----------------------------------|---------------------------|------------------------------------|---------------------------|--------------|
| | | | | | Revenue from IT G&S FY '15 | | |
| 2.19(5) | Bidder Experience in India | Project 1 | PO/WO | | | Project Name | |
| | | | | | | PO/WO No. | |
| | | | | | | PO/WO Date | |
| | | | | | | PO/WO Value | |
| | | | Client certificate | | | Client Name | |
| | | | | | | Current status of project | |
| | | | | | | Date of certificate | |
| | | | Authorized Signatory certificate | | | Total value of PO/WO | |
| | | | | | | Scope of PO/WO | |
| | | | | | | Project commencement date | |
| | | Project completion date | | | | | |
| | | NDA, if applicable | | | Current status of project | | |
| | | | | | Overall cost of IT G&S | | |
| | | | | | | | |
| | | Project 2 | PO/WO | | | | Project Name |
| | | | | | | | PO/WO No. |
| | | | | | | | PO/WO Date |
| | | | | | | | PO/WO Value |
| | | | Client certificate | | | Client Name | |
| | | | | | | Current status of project | |
| Date of certificate | | | | | | | |
| Authorized Signatory certificate | | | | Total value of PO/WO | | | |
| | | | | Scope of PO/WO | | | |
| | | | | Project commencement date | | | |
| | | Project completion date | | | | | |
| NDA, if applicable | | | Current status of project | | | | |
| | | | Overall cost of IT G&S | | | | |
| | | | | | | | |

| Ref. RFP Clause | Eligibility Criteria | Documentary Proof Required | Uploded (Y/N) | Page No. of bid | Key details of submitted documents |
|-----------------|----------------------------------|--|---------------|-----------------|---|
| | | Project 3 | PO/WO | | Project Name PO/WO No. PO/WO Date PO/WO Value |
| | | Client certificate | | | Client Name Current status of project Date of certificate |
| | | Authorized Signatory certificate | | | Total value of PO/WO Scope of PO/WO Project commencement date Project completion date Current status of project Overall cost of IT G&S |
| | | NDA, if applicable | | | |
| 2.19(6) | Blacklisting | Self-declaration | | | Date of declaration |
| 2.10(3) | Authorized signatory declaration | Authorized signatory declaration | | | Name of Authorized Signatory Date of Authorization |
| 2.19(7) | Location & Support Centre | OEM Certificate duly signed by bidder's Authorized Signatory | | | Nominal Roll of Service Support Team Address of Service Centres |

.(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

6.8 Appendix H - Contract

CONTRACT

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

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

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

xcvbnm

| Sl. No. | Equipment Description | Make and Model | Quantity | Rate/Unit Rs. (Without Taxes) | GST in % on Unit Rate | Total Capex Cost without GST =Col(4)*Col(5) | Total Capex Cost with GST =[Col(7)+{Col(7)*Col(6)/100}] |
|---------------|--|----------------|----------|-------------------------------|-----------------------|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Hebbal | | | | | | | |
| 1.01 | LTO-8 Tape library (including all accessories, licenses etc. except tape drives) | | 2 | | | | |

Bid No.: T-11014/82/2018-Tech

| 1.02 | LTO-8 tape drive | | 36 | | | | |
|----------------------------|--|----------------|----------|---|-----------------------|---|---|
| 1.03 | LTO-8 cartridges | | 1500 | | | | |
| Manesar | | | | | | | |
| 2.01 | LTO-8 tape library (including all accessories, licenses etc. except tape drives) | | 2 | | | | |
| 2.02 | LTO-8 tape drive | | 36 | | | | |
| 2.03 | LTO-8 cartridges | | 2000 | | | | |
| Total Capex Cost(X) | | | | | | | |
| Amount in words | | | | | | | |
| Sl. No. | Equipment Description | Make and Model | Quantity | Total AMC Cost for 4 years per unit @ Rs. (without taxes) | GST in % on Unit Rate | Total AMC Cost without GST = col (5)* col (4) | Total AMC Cost with GST for 4 years = [Col (7) +{Col(7)* Col(6)/100}] |
| 1 | 2 | | 4 | 5 | 6 | 7 | 8 |
| Hebbal | | | | | | | |
| 1.01 | LTO-8 Tape library (including all accessories, licenses etc. except tape drives) | | 2 | | | | |

Bid No.: T-11014/82/2018-Tech

| | | | | | | | |
|-------------------------------------|---|--|----|--|--|--|--|
| 1.02 | LTO-8 tape drive | | 36 | | | | |
| Manesar | | | | | | | |
| 2.01 | LTO-8 Tape library (including all accessories, licenses etc. except tape drives) | | 2 | | | | |
| 2.02 | LTO-8 tape drive | | 36 | | | | |
| Total AMC Cost(Y) | | | | | | | |
| Amount in words | | | | | | | |
| Contract Value (Z = X8 + Y8) | | | | | | | |
| Contract Value in words | | | | | | | |

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 Maintenance of Tape Backup System” in the Data Centres of Unique Identification Authority of India

| | | |
|------|--------------------------------|--------------------|
| 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 |

Bid No.: T-11014/82/2018-Tech

- 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 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.

5. TOTAL CONTRACT VALUE:(Rupees)

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

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

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

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

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

In the presence of:

In the presence of:

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

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