

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

**REQUEST FOR PROPOSAL**



**Supply, Installation, Commissioning  
And 3 Year Support for  
Acunetix Web Scanner**

**RFP Number: T-11014/57/2013-Tech /(Part) Procurement/7**

**Date of Publishing RFP: 17.4.2017**

## Disclaimer

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.
4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Purchaser nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

## Table of Contents

<b>Disclaimer.....</b>	<b>2</b>
<b>1 Section I – Invitation to Bid .....</b>	<b>7</b>
1.1 Preamble.....	7
1.2 Schedule for Invitation to Bid .....	8
1.2.1 Important Dates .....	9
1.2.2 Other Details.....	11
1.3 Check list .....	13
1.3.1 Check List of Documents to Be Enclosed in thePre-Qualification Bid i.e.Packet – 1 (Pre-Qualification Bid, Technical Bid).....	13
1.3.2 Check List of Documents to be enclosed in Technical Bid i.e.Packet – 1 (Pre-Qualification Bid, Technical Bid).....	14
1.3.3 Check List of Documents be enclosed in the Commercial Bid i.e.Packet -2 (Commercial Bid).....	14
<b>2 Section II- Instruction to Bidders.....</b>	<b>15</b>
2.1 Procedure for Submission of Bids .....	15
2.2 Cost of Bid Document .....	19
2.3 Earnest Money Deposit (EMD) .....	19
2.4 Contents of the Bid Document .....	20
2.5 Clarification of Bid Document.....	21
2.6 Amendment to the Bid Document.....	22
2.7 Language of Bids.....	22
2.8 Documents Comprising the Bids.....	22
2.9 Bid Prices.....	22
2.10 Firm Prices .....	23
2.11 Discount .....	23
2.12 Bidder Qualification.....	24
2.13 Period of Validity of Bids.....	25
2.14 Revelation of Prices.....	25
2.15 Terms and Conditions of Bidders .....	25
2.16 Local Conditions .....	25
2.17 Headings.....	26
2.18 Conditions for Pre-Qualification of Bidders .....	26
2.19 Last Date for Receipt of Bids.....	30

2.20	Modification and Withdrawal of Bids.....	31
2.21	Address for Correspondence .....	31
2.22	Opening of Bids by UIDAI.....	31
2.23	Clarification .....	31
2.24	Preliminary Examination .....	32
2.25	Contacting the UIDAI .....	32
2.26	Post Qualification .....	32
2.27	Criteria for Evaluation of Bids.....	33
2.28	UIDAI's Right to Vary Scope of Contract at the time of Award .....	34
2.29	UIDAI's Right to Accept Any Bid and to Reject Any or All Bids .....	35
2.30	Notification of Award.....	35
2.31	Signing of Contract .....	35
2.32	Performance Bank Guarantee (PBG).....	35
2.33	Confidentiality of the Document .....	37
2.34	Rejection Criteria.....	37
3	Section III - General Conditions Of Contract.....	39
3.1	Definitions .....	39
3.2	Application .....	40
3.3	Standards.....	41
3.4	Use of Contract Documents and Information .....	41
3.5	Patent Rights .....	41
3.6	Installation, Commissioning, Testing and Acceptance Tests.....	41
3.7	Incidental Services .....	43
3.8	Delivery and Documents .....	43
3.9	Maintenance .....	43
3.10	Support/Maintenance and Period of Contract.....	44
3.10.1	Support.....	44
3.10.2	Period of Contract.....	45
3.11	Payment schedule .....	45
3.12	Currency of Payment.....	45
3.13	Change Orders .....	45
3.14	Contract Amendments .....	46
3.15	Assignment.....	46
3.16	Sub-contracts.....	46
3.17	Delays in the Vendor's Performance.....	46
3.18	Liquidated Damages .....	47

3.19	Termination for Default .....	47
3.20	Force Majeure.....	48
3.21	Termination for Insolvency.....	49
3.22	Termination for Convenience.....	49
3.23	Dispute Resolution.....	49
3.24	Governing Language .....	51
3.25	Applicable Law.....	51
3.26	Notices.....	51
3.27	Back-up Support.....	51
3.28	Firm price .....	52
3.29	Delivery .....	52
3.30	Passing of Property .....	52
3.31	Deductions.....	52
3.32	Taxes and Duties.....	52
3.33	Insurance.....	53
3.34	"No Claim" Certificate.....	53
3.35	Continuing Support .....	53
3.36	Conflict of Interest .....	53
3.37	Delivery and Risk Purchase.....	53
3.38	Fall Clause .....	54
3.39	Indemnification and Limitation of Liability .....	55
3.39.1	General Indemnity.....	55
3.39.2	IPR Indemnity .....	55
3.39.3	Conditions for Indemnity.....	56
3.39.4	Risk Purchase .....	57
3.39.5	Limitation of Liability .....	57
3.39.6	Allocation of liability.....	58
3.40	Defective Media Retention .....	58
4	Section IV – Contents of Bids.....	59
4.1	Technical Bid .....	59
4.1.1	Bid Particulars.....	59
4.1.2	Technical Bid Letter.....	60
4.1.3	Declaration for the Goods Offered.....	63
4.1.4	Delivery Schedule .....	64
4.1.5	Maintenance/Support.....	65
4.1.6	Manufacturer's/Dealer's Authorization Form .....	66

4.2	Commercial Bid .....	68
4.2.1	Bid Particulars .....	68
4.2.2	Commercial Bid Letter .....	69
4.2.3	Summary of the Costs of Goods / Services Offered.....	72
5	Section V – Scope of Work .....	73
5.1	Scope of Work.....	73
5.2	Supply of Software .....	73
5.2.1	Bill of Material.....	73
5.2.2	Installation and Commissioning of Hardware and Licenses .....	73
5.3	Schedule of requirements.....	74
5.4	Services.....	75
5.4.1	Requirements and Objectives.....	75
5.4.2	Installation and Commissioning .....	77
5.4.3	Service Levels - Implementation Phase related Performance Levels.....	79
5.4.4	Service levels –Issue Resolution.....	80
5.5	Timelines .....	81
5.5.1	Delivery Schedule and Implementation Schedule .....	81
5.6	Commissioning and Acceptance.....	81
5.6.1	Commissioning and acceptance of Software.....	81
6	SECTION VI – Appendix .....	82
6.1	Appendix A– Contract.....	82
6.2	Appendix B – Performance Bank Guarantee .....	86
6.3	Appendix C – Bid Security /Earnest Money Deposit Form.....	89
6.4	Appendix D - Non-DisclosureAgreement .....	91
6.5	Appendix E–Statement of Undertaking from OEM .....	96

## 1 Section I – Invitation to Bid

### 1.1 Preamble

This invitation to bid is for “**Supply, Installation, Commissioning and 3 Year Support for Acunetix Web Scanner**” in the Data Center of Unique Identification Authority of India in Manesar (Haryana).

- 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. Bid offers prepared in accordance with the procedures enumerated in **Clause 2.1** should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 1.2.1**. Tenderer/Contractor are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’. Bid documents may be scanned with **100 dpi with black and white option** which helps in reducing size of the scanned document.

**Manual bids will not be accepted.**

- b) Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- c) Tenderer who has downloaded the tender from the UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and Central Public Procurement Portal (CPPP) website

<https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.

- d) Intending bidders are advised to visit again UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum/ addendum/ amendment.
- e) The Hard Copy of original instruments in respect of cost of tender document, earnest money, original copy of affidavits, etc certificate must be delivered to the address as mentioned in the section 1.2 on or before bid opening date/time as mentioned in critical date sheet. Tenderer may reject the bid for non-submission of original payment instrument like DD, etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable.
- f) Bids will be opened as per date/time as mentioned in section 1.2. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening date will be intimated later.
- g) All Bids must be accompanied by an **EMD (Earnest Money Deposit) / Bid Security**.
- h) The Pre-Qualification criteria for the bidders should be fulfilled for consideration of the bid.
- i) The Bid Document is confidential and not transferable.

## 1.2 Schedule for Invitation to Bid

a)	Name of the Purchaser	The Chief Executive Officer, Unique Identification Authority of India, Ministry of Electronics & Information Technology, Govt. of India (GoI), 9 <sup>th</sup> Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001
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<b>b)</b>	Name of the Contact Person for any clarification	<p>Shri Ram Bachan Prajapati, Section Officer (Tech), Unique Identification Authority of India (UIDAI), Ministry of Electronics &amp; Information Technology, Govt. of India (GoI), 9<sup>th</sup> Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.</p> <p>Queries should be submitted via E-mail and followed by paper copy by post E-mail – <a href="mailto:ram.prajapati@uidai.net.in">ram.prajapati@uidai.net.in</a></p>
<b>c)</b>	Date till which the response to the bid should be valid	180 days from the date of opening of Bids.

### 1.2.1 Important Dates

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

<b>Activity</b>	<b>Date</b>
Published Date	17.4.2017
Pre-Bid Conference Time, Date, & Venue	<p>21.4.2017 at 1500 hrs</p> <p>Venue: Conference Hall, 3<sup>rd</sup> Floor, Tower 2, Jeevan Bharti Building, Connaught Circus, Delhi.</p> <p>Note: A maximum of three representatives per Bidder would be allowed to participate. Bidders will have to intimate the details of the attendees</p>

	at least 2 days prior to the scheduled date of the Pre-bid conference at the email ID given below.
Submission of Clarification, if any	<p>24.4.2017 on or before 1500 hrs</p> <p>All the queries should be received on or before the prescribed date &amp; time, through email only with subject line as follows:</p> <p>“RFP for appointment of bidder_Pre Bid Queries_Acunetix _&lt;Bidder’s Name&gt;”.</p> <p>The queries should be submitted as per the format prescribed in section 2.5. The Pre-Bid queries to be sent to the following Email Id:</p> <p>Email ID: <a href="mailto:ram.prajapati@uidai.net.in">ram.prajapati@uidai.net.in</a></p>
Clarification / corrigendum to be uploaded on the CPPP Portal	<p>02.5.2017</p> <p>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: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) or may send the same through e-mail or any other means.</p>
Bid Submission Start Date	5.5.2017 at 1000 hrs
Bid Submission End Date	<p>15.5.2017 at 1100 hrs</p> <p>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: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) for this</p>

	RFP. Documents should be signed by the authorized signatory of the Bidder.
Opening of Technical Bids	16.5.2017 at 1500 hrs Venue: UIDAI HQ, New Delhi Note: A maximum of two representatives per bidder would be allowed to participate
Opening of Financial Bids	<b>To be informed later</b>

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

### 1.2.2 Other Details

Item	Description
Method of Selection	L 1
Availability of RFP Documents	Notice Inviting Tenders (NIT) would be available on Central Public Procurement Portal (URL: <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> ) and also on UIDAI.gov.in under Tender section
Tender Fee (Non-Refundable)	The Bidder is required to pay INR 100 towards Bid Document Fee, on or before bid opening date/time, in the form of a Bank Demand Draft failing which the Bids submitted by the Bidder shall not be entertained

Item	Description
	and shall be summarily rejected. The Bank Demand Draft should be drawn on a Scheduled Bank in favour of “Unique Identification Authority of India” and payable at New Delhi. The Bid Document Fee is non - refundable. The Bid Document is not transferable.
Bid Security/ Earnest Money Deposit (EMD)	INR 35,000/- by Bank Guarantee (as per format attached in <a href="#">Appendix C</a> )
Submission of EMD and Tender fee (Physical hard copy submission)	<p>Bidders shall submit EMD and copy of payment of Tender Fee in a sealed envelope titled “EMD and Tender Fee - RFP for “Supply, Installation, Commissioning and 3 Year Support for Acunetix Web Scanner” to the address as mentioned in clause 1.2 (b) before the bid submission end date.</p> <p>Copy of EMD and Tender Fee also needs to be uploaded on e-procure portal under the separate cover as provided above.</p> <p>If the EMD and Tender fee are not received by the prescribed date and time, the Proposal submitted by the Bidder will be liable to be forthwith and summarily rejected.</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

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

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

Details to be referred in section 2.18.

S. No.	Pre-Qualification Condition	Whether Uploaded (Y/N)	Page Number
(i)	a) Submission and uploaded copy of Bid Security b) Submission and uploaded copy of payment of Tender Document fee		
(ii)	Legal Entity/Registration of Company		
(iii)	Registration certificates		
(iv)	Revenues from System Integration Services		
(v)	Alliance with Major OEM		
(vi)	Bidder Experience in India		
(vii)	Self-Declaration on Blacklisting		

**Important Note:** Above list should be duly filled and uploaded along with page numbers

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

S. No.	Description	Whether Uploaded (Y/N)	Page Number
(i)	Bid Particular under Technical Bid <a href="#">(4.1.1)</a>		
(ii)	Technical Bid Letter <a href="#">(4.1.2)</a>		
(iii)	Declaration For The Goods Offered <a href="#">(4.1.3)</a>		
(iv)	Delivery Schedule <a href="#">(4.1.4)</a>		
(v)	Maintenance\Support <a href="#">(4.1.5)</a>		
(vi)	Manufacturer's Authorization Form <a href="#">(4.1.6)</a>		
(vii)	Unpriced BoQ with Model and Make (format as per 4.2.3 but without any cost mentioned)		

**Important Note:** Above list should be duly filled and uploaded

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

S. No.	Description	Whether Uploaded (Y/N)	Page Number
(i)	Bid Particulars under commercial Bid <a href="#">(4.2.1)</a>		
(ii)	Commercial Bid Letter <a href="#">(4.2.2)</a>		
(iii)	Cost of Licenses including support in the form of BOQ_QG.xls <a href="#">(4.2.3)</a>		

**Important Note:** Above list should be duly filled and uploaded

## 2 Section II- Instruction to Bidders

### 2.1 Procedure for Submission of Bids

- a) A two packet Bid System will be followed for this RFP with a Lowest Cost Based Selection criterion which includes Pre-Qualification Bid, Technical Bid and Commercial Bid.

**Packet-1**having viz.,

- Part I – Tender Fee + EMD + Checklist with Y/N as mentioned in Section 1.3.1 + Documents as per check list
- Part II - Technical Bid Submission (All the required supporting as mentioned in section 1.3.2.)

Sequence of documents to be followed as per checklist and proper index to be provided

**Packet-2**having viz.,

- Financial Bid Submission (All the required as mentioned in section 1.3.3)
- Schedule of price bid in the form of BOQ\_XXXX.xls

Sequence of documents to be followed as per checklists and proper index to be provided

- b) This RFP process will be administered through the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, preparing their proposals in accordance with the requirements defined in this RFP and submitting their proposals on the CPP Portal. More information for

submitting the Bids online on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

- c) The Bidders are required to enrol on the e-procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link. Enrolment on the CPP Portal is free of charge. As part of the enrolment process, the Bidders will be required to choose a unique username and a password for their accounts. Upon enrolment, the Bidders will be required to register their valid digital signature certificate (Class II or Class III certificates with signing key usage) issued by any Certifying Authority recognized by the Controller of Certifying Authorities, India with their profile. Only one valid DSC should be registered by a Bidder. The DSC should be in the name of the person duly authorized by the Bidding entity to do all acts necessary for submitting the Proposal and execution of work under this RFP. The Bidders are responsible to ensure that only the authorised persons may use the DSCs. The Bidder then logs in to the site through the secured log-in process by entering the user ID / Password and the Password of the DSC / eToken.
- d) All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. Failure to submit the Bid on time could cause a proposal to be rejected. The Purchaser will not accept delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than uploading on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>).
- e) There are various search options available on the CPP Portal to facilitate the Bidders to search active RFPs by several parameters. These parameters include RFP ID, organization name, location, date, value etc. There is also an option for advanced search for active RFPs, wherein the Bidders may combine a number of search parameters such as organization name, location, date, etc. to search for an RFP published on the CPP portal. Once the Bidders have selected the RFP they are interested in, they may download the required documents / RFP schedules. These RFP documents can be moved to the respective “My Tenders” folder. This will enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any Corrigendum issued to the



RFP document. The Bidder should make note of the unique RFP ID assigned to each RFP, in case they want to obtain any clarification / help from the Helpdesk.

- f) The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids.
- g) The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid. The Bid documents can generally be in the PDF/ XLS/ RAR formats. The Bid documents may be scanned with 100 dpi with black and white option.
- h) The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned in the Section 1.2 of this RFP. The Bidder will not be allowed to submit the Bid after the Bid submission time. The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in this RFP. The Bidder shall furnish, as part of its Bid, an EMD amount as mentioned. The Bidder has to select the payment option as “Offline” to pay the EMD as applicable and enter the details of the instrument. The Bidder shall seal the EMD envelope containing the original Demand Draft / Bank Guarantee. The Bidder shall mark its name and RFP reference number on the reverse of the Demand Draft / in the Bank Guarantee before sealing the same. The address of the Purchaser, Name and Address of the Bidder and the RFP Reference Number shall be marked on the envelope. The envelope shall also be marked with a sentence “NOT TO BE OPENED BEFORE THE DATE AND TIME OF PRE-QUALIFICATION BID OPENING”. If the envelope is not marked as above, the Purchaser will not assume any responsibility for its misplacement, pre-mature opening etc.
- i) A standard BoQ format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their financial Bids in the format provided and no other format will be acceptable. The BoQ format for this RFP can be downloaded from the CPP Portal.
- j) All the documents being submitted by the Bidders will be encrypted using PKI encryption techniques to ensure the secrecy of data. The data entered cannot

be viewed by unauthorised persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured socket layer 128 bit encryption technology. Data storage encryption for sensitive fields is done. The uploaded Bid documents become readable only after the Bid opening by authorized Bid openers.

- k) Upon successful and timely submission of Bids, the portal will give a successful Bid submission message and a bid summary will be displayed with the Bid number and the date and time of submission of the Bid with all other relevant details.
- l) The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.
- m) The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.
- n) Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority and the relevant contact person indicated in this RFP. Any queries relating to the process of online Bid submission or queries relating to the CPP Portal in general may be directed to the 24\*7 CPP Portal Helpdesk. The national toll free number for the helpdesk is 18002337315.

Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in 2.1 (a) should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 1.2.**

## 2.2 Cost of Bid Document

1. The Bidder is required to pay fee of Rs.100/- (Rupees One Hundred Only) for purchase of Bid Document, in the form of a DD from a nationalised/scheduled bank in favour of '**Unique Identification Authority of India**', payable at New Delhi.

The Bid Document Fee is non-refundable.

2. 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.

## 2.3 Earnest Money Deposit (EMD)

- a) The Bidders shall submit an Earnest Money Deposit (EMD) of **Rs. 35,000/- (Rupees Thirty Five Thousand only)** as bid security fee, along tender fee in a sealed envelope. EMD in any other form will not be accepted.
- b) EMD must remain valid for at least 180 (One Hundred and Eighty) +45 days from the last date of submission of the Proposal and the validity of the EMD should be extended in the event the last date of submission of the Proposal is extended.
- c) Copy of the EMD instrument should be uploaded onto the CPP Portal in the Bid Cover for EMD and the hardcopy of the same shall be submitted as per guidelines mentioned.
- d) The EMD is required to protect the Purchaser against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances mentioned in clause (i) below.
- e) The Indian bidders registered with the Central purchase organisation, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY) are exempted from payment of EMD. In this case, the bidders must submit the copy of valid MSE/NSIC/MeitY registration certificate for the required items.

- f) EMDs of all unsuccessful Bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the awards of contract.
- g) The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format as specified in this RFP) by the successful Bidder.
- h) In case the EMD is not received by the stipulated time then the Purchaser reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- i) The EMD may be forfeited:
  - If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
  - In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
  - During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- j) The decision of the Purchaser regarding forfeiture of the EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

## **2.4 Contents of the Bid Document**

- 1 The Schedule of Requirements of the Goods/Services required, Bid procedures and contract terms are prescribed in the Bid Document. In addition to the Pre-Qualification Bid and Section I – Invitation to Bid, the Bid Document includes:
  - a) Section II – Instructions to Bidders;
  - b) Section III- General Conditions of Contract;
  - c) Section IV – Contents of the Bid

- i. Technical Bid
    - ii. Commercial Bid
  - d) Section V- Scope of Work;
  - e) Section VI- Appendix
    - i. Contract Form (Appendix A)
    - ii. Proforma of Bank Guarantee for Contract Performance Security (Appendix B)
    - iii. Proforma for Bid Security Form (Appendix C)
    - iv. Non-Disclosure Declaration (Appendix D)
    - v. Statement of Undertaking from OEM (Appendix E)
- 2 The Bidder is expected to examine complete bid document including all instructions, forms, general terms & conditions, and Schedule of requirements in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

## 2.5 Clarification of Bid Document

- 1 A prospective Bidder requiring any clarification of the Bid Document may notify the UIDAI in writing at the UIDAI's mail address indicated in section 1.2. The queries must be submitted over mail in document format as below:

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

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

## **2.6 Amendment to the Bid Document**

- 1 At any time prior to the last time and date for receipt of bids, the UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- 2 The amendment will be notified by UIDAI which will be binding on all bidders.
- 3 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the UIDAI may, at its discretion, extend the last date for the receipt of Bids.

## **2.7 Language of Bids**

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

## **2.8 Documents Comprising the Bids**

- 1 The Bids prepared by the Bidder shall comprise of the following components:
  - a) Pre-Qualification Bid
  - b) The Technical Bid
  - c) The Commercial Bid

## **2.9 Bid Prices**

- 1 The Bidder shall indicate in the proforma prescribed at Section 4.2.3, the unit prices and total Bid Prices of the Goods/ Services, 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.

## **2.10 Firm Prices**

- 1 Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in Section 4.2.3 of Section IV enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 2 The Commercial bid should clearly indicate the price to be charged and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in Section 4.2.3 of Section IV.
- 3 Prices shall remain firm and shall not be subject to any upward revision on any account whatsoever throughout the currency of contract. The Purchaser, however, reserves the right to review and negotiate the charges payable for Goods/ Services at the beginning of each year or at any time, whichever is earlier, to incorporate downward revisions as applicable and necessary.
- 4 Any change in taxes will be adjusted accordingly in the payment structure.

## **2.11 Discount**

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

## **2.12 Bidder Qualification**

- 1 The "Bidder" as used in the Bid documents shall mean the one who participate in the bid process. The Bidder may be either the Constituted attorney of the company or the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.
- 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:
  - a) Constituted attorney of the company.

**OR**

- b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company.

The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued. The Bids shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer executed under seal.

The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.

UIDAI may out rightly reject any bid not supported by adequate proof of the signatory's authority



### **2.13 Period of Validity of Bids**

- 1 Bids shall remain valid for 180 days after the date of opening of Pre-Qualification Bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.
- 2 In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of bid security provided under Clause 2.13 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

### **2.14 Revelation of Prices**

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

### **2.15 Terms and Conditions of Bidders**

- 1 Printed terms and conditions of the Bidders will not be considered as forming part of their Bids.
- 2 The Bidder should note that any deviation (s) or non-compliance will lead to rejection of bid.

### **2.16 Local Conditions**

- 1 It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the 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 local conditions
- 3 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim what so ever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the UIDAI and

that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the UIDAI on account of failure of the Bidder to appraise themselves of local laws/condition.

## 2.17 Headings

Headings of conditions hereto shall not affect the construction thereof.

## 2.18 Conditions for Pre-Qualification of Bidders

The copy of bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, including un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.

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

The relevant sections shall be highlighted in the document attached.

#	Parameter	Pre-qualification criteria Description	Evidence required
1.	EMD and Tender Fee	EMD and Demand Draft for Tender Fee is submitted in original  Copy of EMD and DD to be uploaded.	Bank Guarantee for EMD and Demand Draft for tender document.  The bidder registered with MSE/NSIC/MeitY may claim exemption from submission of EMD. In this case, the bidder must upload copy of valid registration certificate.  The bidder registered with

#	Parameter	Pre-qualification criteria Description	Evidence required
			MSE/NSIC may claim exemption from submission of Tender fee. In this case, the bidder must upload copy of valid registration certificate.
2.	Legal Entity/Registration of Company	<p>Bidder shall be</p> <ul style="list-style-type: none"> <li>▪ A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto.</li> <li>▪ Or Partnership firm registered under India Partnership Act 1932 with registered Office in India</li> <li>▪ Or sole proprietorship.</li> <li>▪ Registered with the Service Tax Authorities</li> <li>▪ Shall have been in operation for at least the last five years</li> </ul>	<p>a) Copy of Certificate of Incorporation</p> <p>b) Copy of Registration Certificates</p> <p>c) In case of partnership firms/Sole proprietorship, a scanned copy of the partnership or sole proprietorship agreement, else general power of Attorney (GPA) duly attested by a Notary Public furnished on stamped paper duly signed or affirmed by all the partners admitting execution of the partnership agreement or in case of proprietorship GPA duly affirmed by proprietor</p>

#	Parameter	Pre-qualification criteria Description	Evidence required
			<p>d) In case of registered company, scanned self attested copy of the certificate of registration of firm should also be uploaded along with the technical bid</p> <p>e) Certified true copy of the purchase orders showing that the bidder has been operating for the last five years</p> <p>f) Certified true copy of balance sheet and PL statements for last 5 years</p>
3.	Registration certificates	The Bidder must be registered with appropriate authorities for all applicable statutory duties/ taxes	<p>a. Copy of the Sales Tax/ VAT registration for Karnataka and Haryana.</p> <p>b. Copies of the Service tax registration</p> <p>c. PAN number</p> <p>d. TIN Number</p>
4.	Revenues from System	The Bidder should be an Information Technology (IT)	Audited financial statements for the last five financial

#	Parameter	Pre-qualification criteria Description	Evidence required
	Integration Services	<p>Company and should have been in this business for the last 5 years ending 31.03.2016. The bidder should provide Manufacture Authorization Form from OEM as per Tech Bid Section 4.1.6 of OEMs.</p> <p>Bidder shall have an annual turnover of at least INR 7.5 lakhs in each of the last 3 financial years (FY 2013-14, 2014-15, 2015-16) from System Integration Services (only including revenues from supply, installation, integration, commissioning and maintenance of similar licenses)</p>	<p>years.</p> <p>Or</p> <p>In case the turnover on account of System Integration Services is not mentioned separately in the audited financial statements, the bidder shall provide a certificate from statutory auditor stating the turnover from System Integration Services from sale/installation/commissioning/maintenance of similar software</p>
5.	Alliance with Major OEMs	Bidder shall have strong and formal partnership with OEM/Dealer whose equipment to be supplied.	Declaration from OEM highlighting the partnership should be provided by the Bidder in the format specified in Annexure E
6.	Bidder Experience in India	Bidder shall have proven experience of supply, installation, integration, commissioning, and maintenance of similar projects in last five years till last date of previous month of bidding date	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion signed by authorized signatory; OR</p>

#	Parameter	Pre-qualification criteria Description	Evidence required
		a) One project of similar nature costing not less than the amount equal to 6 Lakh Or b) Two project of similar nature costing not less than the amount equal to 3.75 Lakh Or c) Three project of similar nature costing not less than the amount equal to 3 Lakh	Work Order + Phase Completion Certificate from the client. Phase is considered only when commissioning is complete.  The contract value shall be mentioned in the Completion Certificate/work order
7.	Blacklisting	The bidder should not be blacklisted / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs at the time of bid submission. Undertaking from bidder in this regard to be submitted.	Self-certificate letter undertaking to this effect on company's letter head signed by company's authorized signatory.

### 2.19 Last Date for Receipt of Bids

- 1 Bids will be uploaded on the portal not later than the time and date specified in Section 1.2.1. After the prescribed time, the option for uploading of documents will not be there on the portal.
- 2 The UIDAI may, at its discretion, extend the last date for the receipt of bids by amending the Bid Document, in which case all rights and obligations of the UIDAI and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

## **2.20 Modification and Withdrawal of Bids**

- 1 The Bidder may modify or withdraw its bid after the Bids' submission on the portal till last date of submission.
- 2 No option will be there to modify the bid subsequent to the last date and time for receipt of bids.
- 3 No bid may be withdrawn in the interval between the last date and time for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security.

## **2.21 Address for Correspondence**

All correspondence by UIDAI shall be made to the details provided in the Section 4.1.1 of the bid document.

## **2.22 Opening of Bids by UIDAI**

- 1 On the basis of information furnished in the Pre-Qualification Bid, Bidders will be pre-qualified. The bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation.
- 2 Bids of only pre-qualified Bidders will be taken up for further evaluation.
- 3 The UIDAI will open the Bids, in the presence of the representatives (not more than two representatives per bidder) of the Bidders who choose to attend, at the time, date and place, as mentioned in Section 1.2 of this Document.
- 4 The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the bid opening.

## **2.23 Clarification**

When deemed necessary, the UIDAI may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

## **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 bid security 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 price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is discrepancy between words and figures, the amount in words will prevail.
- 3 A bid determined as not substantially responsive will be rejected by the UIDAI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 4 The UIDAI may waive any minor infirmity or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

## **2.25 Contacting the UIDAI**

- 1 No Bidder shall contact the UIDAI to influence the bidding process or on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.
- 2 Any effort by a Bidder to influence the UIDAI's Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

## **2.26 Post Qualification**

- 1 The UIDAI will determine to its satisfaction whether the Bidder selected as having submitted the best 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 per document sought in the bid document as well as such other information as the UIDAI deems necessary and appropriate.

- 3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which even 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 Criteria for Evaluation of Bids

- 1 To meet the UIDAI's requirements, as spelt out in the Bid Document, the selected Bidder must have the requisite experience in supply, installation, integration and commissioning of Licenses, the technical know-how, and the financial wherewithal that would be required to successfully set-up the required infrastructure and provide the Goods/Services sought by the UIDAI, for the entire period of the contract. The evaluation process of the Bid proposed to be adopted by the UIDAI is indicated below so as to provide the Bidders an idea of the evaluation process that the UIDAI may adopt. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders.

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

Technical Bids will be opened in the presence of representatives of the Bidders (not more than two representatives per bidder) who choose to be present as per the date and time indicated by the UIDAI. Evaluation of Technical bid is subject to meeting all pre qualification criteria. A detailed evaluation will be subsequently carried out by the UIDAI. In this phase, the Technical Bids will be reviewed for compliance of the Bid requirements with reference to the responses to the technical requirements given in Section IV and schedule of requirements of this Bid Document (Section V). Technical Bids which meet the above mentioned criteria will be eligible for consideration in the subsequent rounds. If required, the UIDAI may seek specific clarifications from any or all Bidder(s) at this stage. The UIDAI shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s).

Technical bid shall also contain unpriced BoQ as per section 4.2.3 (without any cost mentioned)

### **3 Phase II: Evaluation of Commercial Bids**

In this phase, the Commercial Bids of the Bidders, who are technically qualified in Phase I, shall be opened. The Commercial Bid should contain the total cost of Licenses including 3 year Support/maintenance of all Goods/ Services, comprising of all items as mentioned in Section 4.2.3, proposed to be charged by the Bidder.

- 4 UIDAI will award the Contract to the successful Bidder whose bid has been determined to be technically qualified and has been determined as the lowest evaluated bid based upon criteria, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The UIDAI will however not bind itself to accept the lowest evaluated bid or any bid and reserves the right to accept or reject any bid, wholly or in part. **The tender will be evaluated as a package of all the items in Commercial Bid.**
- 5 In case any item included in the Section 4.2.3 is not quoted by the Bidder, the bid would be rejected as non-responsive.
- 6 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.
- 7 Determination of lowest commercial bid will be based on the total Cost of Licenses and Support/maintenance for Three Years. The qualifying vendor with the lowest Cost of License and Support for Three Years will be declared as L1.

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

- 1 The UIDAI may at any time, by a written order given to the Bidder pursuant to Clauses in Section 3, make changes within the general scope of the Contract.
- 2 The UIDAI shall reserve the right, not to purchase all or partial Goods/Services quoted by the bidder in this bid.

- 3 The UIDAI shall reserve the right, not to award the Comprehensive AMC to selected bidder after completion of support period or any year after that.

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

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

### **2.30 Notification of Award**

- 1 UIDAI will notify the successful Bidder in writing by letter or by email, to be confirmed in writing by letter, that its bid has been accepted.
- 2 Within 10 days of receipt of the notification of the award of the contract from UIDAI, the successful bidder shall submit the acceptance of notification of award and such acceptance shall constitute the formation of the contract.
- 3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 2.32, the UIDAI will promptly notify each unsuccessful Bidder and will discharge their bid security.

### **2.31 Signing of Contract**

- 1 Once UIDAI notifies the successful Bidder that its bid has been accepted, the successful bidder has to submit PBG for entering into contract with UIDAI as per the Contract Form (Appendix A of Section 6.1). Contract has to be signed by successful bidder within 5 days of submission of PBG.

### **2.32 Performance Bank Guarantee (PBG)**

- 1 Within 21 days of the receipt of notification of award from the UIDAI, the successful Bidder shall furnish the PBG as per format prescribed in Appendix B of Section 6.2
- 2 Failure of the successful Bidder to submit the PBG within 21 days shall

constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (EMD), in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.

- 3 This Performance Bank Guarantee will be for a total amount equivalent to 10% of total contract value and valid for 3 years + 3 months (total 39 months).
- 4 PBG shall be invoked by UIDAI in the event the Bidder:
  - 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, after 38 months from date of contract signing. 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 section 4.1.4, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work.
- 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.

### **2.33 Confidentiality of the Document**

- 1 This Bid Document is confidential and the Bidder is required to furnish an undertaking that anything contained in this Bid Document shall not be disclosed in any manner by submitting NDA as per Annexure D.
- 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 and the bidder shall not use any such information to make any similar article or part thereof for any other purpose.
- 3 Bidder has to submit a non-disclosure agreement as per Annexure D.

### **2.34 Rejection Criteria**

#### **1 Technical Rejection Criteria**

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

- i. Only the Bidders who quote for the complete Scope of Work and Supply of Goods/Services as indicated in this Bid Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. Incomplete bids will be rejected outright. Evaluation will be carried out for the total scope of work covered in the Bid document.
- ii. The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical specifications, Timelines and General Terms and Conditions of Contract. Evaluation will be carried out on the information available in the bid.
- iii. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process the bid will be rejected and EMD will be forfeited.
- iv. EMD will be forfeited in case of any breach of Confidentiality clause.

#### **2 Commercial Rejection Criteria**

The following vital commercial conditions should be strictly complied with

failing which the bid will be rejected.

- i. Any commercial quote, if found in any part of the bid other than commercial bid, will lead to disqualification of bidder and his bid shall be rejected outright.
- ii. Offers of following kinds will be rejected:
  - a) Offers made without Bid Security.
  - b) Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid.
  - c) Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
  - d) Offers which do not conform to UIDAI's price bid format.
  - e) Offers which do not confirm to the completion period indicated in the bid.
- iii. Total lump sum price quoted by the Bidder must be inclusive of all taxes, levies, duties etc. including excise duty and sales tax etc.
- iv. Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them including the Personnel Tax as applicable. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract. However, tax rate to be mentioned separately.

### 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"** means the Unique Identification Authority of India acting through CEO or any other representative authorized by the Unique Identification Authority of India.
3. **"Purchase Officer"** means the officer signing the acceptance of Bid and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
4. The **"Contract"** means the agreement entered into between the Purchaser and the Vendor as recorded in the Contract Form signed by the Purchaser and the Vendor, including all attachments and annexes thereto and all documents incorporated by reference therein.
5. The **"Vendor"** means the person or the firm or the company with whom the order of or the Procurement of the Goods/Services is place and shall be deemed to include the Vendor's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
6. **"The Contract Price"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
7. **"The Goods"** mean all of the equipment, hardware, software, machinery, accessories and/or other material which the Vendor is required to supply to the Purchaser under the Contract;
8. **"Service"** means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, integration, commissioning, configuration, testing, acceptance, warranty, maintenance and support, provision of technical assistance, training and other obligations of the Vendor covered under the Contract;
9. **"Acceptance of Bid"** means the letter/telex/telegram/fax or any memorandum communicating to the selected Bidder the acceptance of his

Bid and includes an advance acceptance of his Bid.

10. **“Supply”** means once the purchaser issues a Purchase Order, the bidder has to supply the items within stipulated time.
11. **“Delivery”** includes logistics, tracking and physical delivery of goods at purchaser premise and handing over the sealed boxes to purchaser representatives. Delivery will be validated as number of boxes delivered against invoices. Delivery Challan needs to be signed by Purchaser/Authorized representatives. Extent of damage to the boxes will be also scrutinized and informed to the vendor.
12. **“Installation”** includes unpacking and movement of goods to the proposed location in Data Centre as indicated in the Deployment plan of the purchaser and the installation of these components adhering to OEM guidelines.
13. **“Configuration”** includes installation of Software Licenses, basic hygiene tests and tuning as per purchaser requirements.
14. **“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.
15. **“Integration”** includes end to end testing of the components with the existing setup by the purchaser representative.
16. **“Acceptance”** - Bidder has to submit test cases for each component and shall get approval of the purchaser. Acceptance includes execution of these test cases and verifying the expected results by Purchaser or its representatives. The components and its performance will be validated against the minimum specifications and requirements in the RFP. On successful completion of AT, a certificate will be issued to bidder.

### 3.2 Application

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



### **3.3 Standards**

1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution.
2. The Vendor shall ensure that the Goods and Services supplied under the Contract against all purchase orders are latest and incorporate all recent improvements/upgradation without any additional cost to the Purchaser.

### **3.4 Use of Contract Documents and Information**

1. The Vendor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as it may be necessary for purposes of such performance.
2. The Vendor shall not, without the Purchaser's prior written consent, make use of any document of information except for purposes of performing the Contract.
3. Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Vendor's performance under the Contract, if so required by the Purchaser.

### **3.5 Patent Rights**

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

### **3.6 Installation, Commissioning, Testing and Acceptance Tests**

1. The Vendor shall be responsible for installation, commissioning and

maintenance (during complete contract period) of the Licenses at Data Centre at Manesar.

2. The acceptance test which involves the testing and acceptance of the complete Software License 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.
3. The Vendor shall describe tests and in details the system on which he proposes to demonstrate the correct working of the application supplied both individually. System testing schedules are thus additional to test specifications for individual items or units of equipment and shall comprise of On-site commissioning tests
4. The above test shall demonstrate the satisfactory operation of all supplied application covering full range of the facilities of the application. Simulation equipment shall be provided by the Vendor wherever necessary, to simulate all input and output functions on the test configuration.
5. The acceptance test shall be carried out by the Vendor in the presence of the Purchaser or any other person(s) or agency designated by the Purchaser.
6. The Vendor shall conclude the installation, commissioning and acceptance as per delivery schedule indicated in Section 4.1.4.
7. In case, the Acceptance Tests fails and/or not concluded to the satisfaction of the Purchaser within the prescribed time limit, the Vendor shall replace, at the Vendor's cost, the whole or any part of the application as may be necessary for conclusion of the acceptance tests to the satisfaction of the Purchaser within the schedule indicated in Section 4.1.4.
8. Should Acceptance Tests still not be concluded to the satisfaction of the Purchaser after above repair/replacement, the Purchaser shall have the right to reject the version of application 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 and all amount paid by the Purchaser towards freight, insurance, customs duty, octroi and other connected expenses including

interest at the rate of 10% per annum in respect of the licenses, within 60 days from the receipt of a written claim from the Purchaser.

### **3.7 Incidental Services**

1. The Vendor shall be required to provide any or all of the following services without any additional cost to UIDAI:
  - i) Installation, testing and commissioning, maintenance and support in respect of supplied Software and its Licenses.
  - ii) Performance or supervision of on-site assembly and start-up of the supplied Goods and services;
  - iii) Furnishing of tools required for assembly and start-up of the Supplied Goods and services;
  - iv) Furnishing of detailed operations and maintenance manuals for each appropriate unit of the supplied Goods and services;
  - v) Performance, supervision, maintenance and upgradation/updates of the supplied Goods and services , for Contract Period agreed by the Purchaser and the Vendor, provided that this service shall not relieve the Vendor of any support obligations under this Contract;
  - vi) Provision of 1(one) Resident Engineer/Technician at Data Center on a 24x7 basis for any kind of support for the duration of installation, commissioning and acceptance Period.
  - vii) Other obligations of the Vendor covered under the Contract.

### **3.8 Delivery and Documents**

Delivery of the Goods and Services shall be made by the Vendor in accordance with the terms specified by the Purchaser in this RFP.

### **3.9 Maintenance**

1. Documentation shall be supplied for installation, maintenance, servicing and operation of the software. All equipment, symbols and abbreviations shall be in accordance with the generally accepted nomenclature and standards. The maintenance manual shall contain a description of the complete

application and maintenance procedures. Maintenance procedures shall cover the diagnosis of faults, testing and setting up adjustments/updation if any.

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

### **3.10 Support/Maintenance and Period of Contract**

#### **3.10.1 Support**

1. The Vendor shall ensure that the Goods and Services supplied under the Contract against all purchase orders are latest and incorporate all recent improvements/upgradation without any additional cost to the Purchaser.
2. This Maintenance period shall remain valid, for 3 Years (36 months) in respect to Licenses. The Maintenance period shall commence from the date of acceptance of system i.e. UAT by UIDAI after the successful installation and commissioning of the same.
3. The Purchaser shall promptly notify the Vendor in writing of any claims arising under this Maintenance.
4. Upon receipt of such notice, the Vendor shall, with all reasonable speed, rectify the issues, without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.
5. If the Vendor, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.
6. In case vendor cease to discharge its dues or intermittent the termination of contract, the OEM needs to ensure the continuation of warranties for the remaining duration i.e. till the end of 3 years. However, remaining payments will be released to OEM for the services as per schedule and prices mentioned in the contract. The OEM shall provide the undertaking in

this regard in MAF form attached.

7. Defective Media retention as mention in section 3.40 will be applicable.

### **3.10.2 Period of Contract**

1. This contract for “Supply, Installation, Commissioning and 3 Year Support for Acunetix Web Scanner” shall be valid for a total period of 3 (Three) Years+ 2 months (total 38 months) from signing of the contract. This includes Maintenance period of 3 years (36 months) in respect of the licenses. The license period shall commence from the date of acceptance of the system.
2. Notwithstanding the provision of Clauses mentioned above, the period of Contract shall be valid subject to the satisfaction of the Purchaser.

### **3.11 Payment schedule**

The payment will be disbursed in 3 (three) equal annual installments starting from date of acceptance.

### **3.12 Currency of Payment**

Payment shall be made in Indian Rupees only.

### **3.13 Change Orders**

1. The Purchaser may at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:
  - i) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - ii) the method of shipment or packing;
  - iii) the place of delivery; or
  - iv) the Services to be provided by the Vendor.
  - v) increase/ decrease quantities of goods
2. If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or

both, and the Contract shall accordingly be amended.

3. UIDAI reserves the right to increase the quantity by placing repeat order (s) within the Contract Period, of up to 50% of the Quantity. UIDAI may also decrease the quantity at its sole discretion. In case of any increase/ decrease in quantities of any item, unit rate for item indicated in the contract will be applicable.

### **3.14 Contract Amendments**

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

### **3.15 Assignment**

The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, to other party, except with the Purchaser's prior written consent. The permission, if any, of the purchaser has to be taken within 15 days of award of the contract.

### **3.16 Sub-contracts**

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

### **3.17 Delays in the Vendor's Performance**

1. Delivery of the Goods and performance of Service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in Section 4.1.4.
2. An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.
3. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the Purchaser in

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

### **3.18 Liquidated Damages**

1. If the Supplier 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 Price, as liquidated damages, a sum as mentioned in section 5.4. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Section 3.19.
2. During the maintenance period, if the successful bidder fails to provide/rectify the issues in Software supplied by vendor within time period specified in section 4.1.4 from the date of reporting, Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum mentioned in section 5.4. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Section 3.19.
3. The overall liquidated damages will be a maximum of 10% of the Contract Value.

### **3.19 Termination for Default**

1. Where an event of default subsists or remain uncured after 10 days of notice to bidder to resolve, the Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part:
  - (i) If the Vendor fails to deliver any or all of the Goods/Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause

3.17;

OR

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

- 2. Purchaser shall provide notice of ten (10) days to meet the services
- 3. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar Goods including the efforts of the Purchaser for such arrangement. However, the Vendor shall continue performance of the Contract to the extent not terminated.
- 4. If the bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.

### **3.20 Force Majeure**

- 1. Notwithstanding the provisions of Clauses 3.17, 3.18, 3.19 the Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 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 rises, the Vendor shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.



### **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, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

### **3.22 Termination for Convenience**

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

### **3.23 Dispute Resolution**

1. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.
2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

3. The Arbitration proceedings shall be held in New Delhi, India.
4. The Arbitration proceeding shall be governed by the substantive laws of India.
5. The proceedings of Arbitration shall be in English language.
6. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
7. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.
8. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
9. It is a Scope of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
10. It is also a Scope of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
11. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

12. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
13. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
14. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

### **3.24 Governing Language**

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

### **3.25 Applicable Law**

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

### **3.26 Notices**

1. Any notice by one party to the other pursuant to the Contract shall be sent in writing or by email and confirmed in writing to the address specified for that purpose in the contract.
2. A notice shall be effective when delivered or on the notice's effective date and time, whichever is later.

### **3.27 Back-up Support**

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

support to maintain the desired SLAs.

### **3.28 Firm price**

Refer clause no. 2.10

### **3.29 Delivery**

The Licenses/Service is to be supplied as per schedule specified at Section 4.1.4.

### **3.30 Passing of Property**

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

### **3.31 Deductions**

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

### **3.32 Taxes and Duties**

1. The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, demurrage charges etc., incurred until delivery of the contracted Goods to the Purchaser. If there is any reduction/increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser.
2. The Vendor must also note that the octroi exemption certificate, if any, applicable to the Central Government purchases, may be issued by the Purchaser on receipt of the request from the Vendor. The Purchaser will, however, not be responsible if the octroi exemption certificate issued by it is not honored by the concerned local/municipal authorities. In that case, the Vendor shall have to bear octroi duties, demurrage charges etc.

### **3.33 Insurance**

The Goods/services supplied under the Contract shall be fully insured by the Vendor against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and commissioning.

### **3.34 "No Claim" Certificate**

The Vendor shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim, if made by the Vendor after he shall have signed a "No claim" certificate in favor of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.

### **3.35 Continuing Support**

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

### **3.36 Conflict of Interest**

The bidder should not have any Conflict of Interest that may affect selection of bidder during selection stage. The bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

### **3.37 Delivery and Risk Purchase**

1. The time for and the date of delivery of the Software Licenses as specified in Section V of this RFP shall be deemed to be the essence of the contract and delivery must be completed as per delivery schedule as per schedule specified at Section-IV clause 4.1.6.
2. The bidder shall deliver the Software Licenses at the place specified as per the Acceptance of Bid. No Stores shall be deliverable at the Purchaser's Consignee's

premises on Sunday and Public Holidays without written permission of the Purchaser.

3. The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the Software as specified in Section V of this RFP at the risk and cost of Contractor after giving due notice to the bidder even before completion of the contractual delivery schedule if it becomes apparent that bidder will not be able to fulfill the contractual obligations. In case the bidder fails to complete the supply of stores or a portion thereof within the contractual delivery schedule, the Purchaser has the right to purchase Software/Licenses or a portion thereof at the risk and cost of bidder.
4. In the event of cancellation of the contract by Purchaser at the risk and cost of the bidder, the bidder shall be liable for any loss which the Purchaser may sustain on account of risk purchase But the bidder shall not be entitled to any gain on such purchase made against such default. The manner and method of such purchase shall be at the entire discretion of the Purchaser, whose decision will be final.
5. The Purchaser reserves the right to suspend the business with such bidder who defaults in adhering to the contractual delivery schedule, quality of stores etc as per the contract after giving show cause notice to the bidder and considering his reply if any.

### **3.38 Fall Clause**

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

- a) The price charged for the supply of Software/Licenses supplied under the contract by the selected bidder shall in no event exceed the lowest prices at which the Seller sells or offer to sell of identical description/circumstances to any persons/ Organization including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

- b) If at any time, during the said period the OEM reduces the sale price, sells or offer to sell Licenses to any person/organization including any Dept of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

### **3.39 Indemnification and Limitation of Liability**

#### **3.39.1 General Indemnity**

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

#### **3.39.2 IPR Indemnity**

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

Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any of the Deliverables is or likely to be held as infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for the Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing.

### **3.39.3 Conditions for Indemnity**

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

- i. The Purchaser shall notify the bidder upon receipt of any notice of claim setting out in reasonable particulars, the details of such notice of claim;
- ii. Immediately upon receipt of notification of any claim from the Purchaser, the bidder within a period of 5 days from date of receipt of such notice from the Purchaser, notify the Purchaser whether the bidder wish to assume the defence in relation to such claim (including settlement or resolution thereof). Thereafter, the bidder 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 bidder and the Purchaser to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification;
- iii. Notwithstanding anything contained herein, the bidder and the Purchaser agree and covenant that a notice by the Purchaser to the bidder in relation to the claim as aforesaid shall amount to express acceptance and consent by the bidder to indemnify the Purchaser for all losses in relation to such claim. Upon notice by the bidder, the Purchaser shall reasonably co-operate with the bidder at the sole costs of the bidder, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the Purchaser. The Purchaser shall have the right, at its option, to participate in the defence of such claim;



- iv. If the bidder 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 bidder does not assume control of the defence of such claims (as mentioned above), the entire defence, negotiation or settlement of such claim by the Purchaser shall be deemed to have been consented to by, and shall be binding upon, bidder as fully as though the bidder alone had assumed the defence thereof and a judgement had been entered into by the bidder, for such claim in respect of the settlement or judgement.

#### **3.39.4 Risk Purchase**

If the bidder 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 bidder under this Agreement, the Purchaser reserves the right to procure the same or equivalent Goods / Services / Deliverables from alternative sources at the bidder's risk and responsibility. Any incremental cost borne by the Purchaser in procuring such Goods /Services/ Deliverables shall be borne by the bidder. 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 bidder under this Agreement and if the value of the Goods /Services/Deliverables under risk purchase exceeds the amount of Security Deposit and / or Bank Guarantee, the same may be recovered, if necessary, by due legal process.

#### **3.39.5 Limitation of Liability**

- i. The liability of the bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Goods and

Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Contract Value.

- ii. The liability of the Purchaser (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement shall be limited to the amount of fees remaining to be paid to the bidder under this Agreement.
- iii. Except as otherwise provided herein, in no event shall either party be liable for any consequential, incidental, indirect, special 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, even if it has been advised of their possible existence.
- iv. Notwithstanding anything contained in the foregoing, the liability cap and exclusion for the bidder given under this Clause 3.39 shall not be applicable to the indemnification obligations set out in Clause 3.39.

### **3.39.6 Allocation of liability**

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

### **3.40 Defective Media Retention**

UIDAI will retain any defective storage medium including but not limited to hard disk, SSD/Flash drive and storage components that UIDAI does not want to relinquish due to sensitive data contained within the medium. The Bidder should provision for this requirement in their bid.

## 4 Section IV – Contents of Bids

### 4.1 Technical Bid

#### 4.1.1 Bid Particulars

Bid No. \_\_\_\_\_

1. Name of the Bidder \_\_\_\_\_
  2. Address of the Bidder \_\_\_\_\_
  3. Name of the Manufacturer/Developer of the \_\_\_\_\_  
Products offered
  4. Address of the Manufacturer/Developer of the \_\_\_\_\_  
Products offered
  5. Place of Manufacture/Development of the \_\_\_\_\_  
Products offered
  6. Service Facilities available for maintenance \_\_\_\_\_
  7. Bidders Proposal Number and date \_\_\_\_\_
  8. Name and address of the officer  
(single point of contact) to whom \_\_\_\_\_  
all references shall be made regarding  
this bid
- Tel. No. \_\_\_\_\_  
Cell No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

#### Signature & seal of the bidder

Name :

Full Address :

Telephone No :

Fax No :

Email ID:

#### 4.1.2 Technical Bid Letter

To

**The Deputy Director General (Technology)**  
**Unique Identification Authority of India (UIDAI)**  
**Tower I, 9<sup>th</sup> Floor,**  
**Jeevan Bharati Building,**  
**Connaught Circus,**  
**New Delhi – 110001.**

**Ref : Bid No. \_\_\_\_\_**

**Sir,**

We declare:

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

- 2.** We hereby offer to supply the Goods/Services at the prices and rates mentioned in the Section 4.2.3 of the Commercial Bid.

**3. PERIOD OF DELIVERY**

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the Schedule to the Bid Document as given in Section 4.1.4 and that we shall perform all the incidental services.

**4. TERMS OF DELIVERY**

The prices quoted are inclusive of all charges including installation and commissioning charges at the UIDAI location.

5. We enclose herewith the complete **Technical Bid** as required by you. This includes duly filled and signed **Section IV**.
6. We agree to abide by our offer for a period of **180 days** from the date of opening of the bids.
7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to supply Software Licenses as per these terms and conditions of the bid document.
8. Certified that the bidder is :

- a) The Constituted attorney of the company and the person signing the bids is the constituted attorney of the Company.

**OR**

- 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.)

9. Bid Security (**Earnest Money**), in original, for an amount equal to **Rs.**  
\_\_\_\_\_ **(Rupees**  
\_\_\_\_\_ **only)** is enclosed  
in the Cover containing **Pre-Qualifying Bid**.

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

Dated this      day of      2017  
**the bidder**

**Signature & seal of**

**Name :**

**Full Address :**

**Telephone No :**

**Fax No** :

**Details of enclosures:**

**1.**

#### **4.1.3 Declaration for the Goods Offered**

We hereby declare that the software items quoted in this bid; are latest, genuine and not pirated and have all updates/patches applied of the most recent or current models and incorporate all recent improvements in them and are free from defect arising from software viruses, malware or Trojan and shall be of the highest respective version, if any, and they shall operate properly.

#### 4.1.4 Delivery Schedule

Sl No	Activity	Deliverable	Timeline for completion (Time in Months)
<b>Phase I – Commissioning of Licenses</b>			
1.	Project Initiation		To (To is the date of Purchase Order issued by UIDAI)
2.	Delivery of Licenses	Delivery of Licenses at Data Centre.	To+ 2 Weeks
3.	Installation and Commissioning of Licenses	Installation/ Commissioning of the Licenses and making the Infrastructure ready for Acceptance	To+ 3 Weeks
4.	Acceptance and Operationalization		Within 2 weeks after Installation and Commissioning of licenses
<b>Phase II – Support</b>			
5.	License		Till T+3 year (T is date of acceptance)

**Signature of Bidder**

**Date**

**Place**



#### 4.1.5 Maintenance/Support

We warrant that the software items to be supplied by us hereunder shall be latest, genuine and not pirated and have all updates/patches applied of the most recent or current models and incorporate all recent improvements in them and are free from defect arising from software viruses, malware or Trojan and shall be of the highest respective version, if any, and they shall operate properly. We shall be fully responsible for its efficient and effective operation. This support shall survive inspection of and for, and acceptance of the software, but shall expire after **3 Years (36 months)** from the date of acceptance of installation and commissioning report of Software by the Purchaser.

The obligations under the Support expressed above shall include all costs relating to labour, replacement/reinstallation at site of any part/patch of the equipment/software which under normal care and proper use and maintenance proves defective in design, material or workmanship, or fails to operate correctively and effectively.

**Signature of Bidder**

**Date**

**Place**

#### 4.1.6 Manufacturer's/Dealer's Authorization Form

To

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

Dear Sir,

Sub : Bid No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable manufacturers/dealers of \_\_\_\_\_ having factories/office at \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of Bidder) to bid, negotiate and conclude the contract with you against Bid No. \_\_\_\_\_ dated \_\_\_\_\_ for the goods manufactured by us.

**2.** We hereby extend our full guarantee and support for the software offered for supply against this invitation for bid by the above firm.

Yours faithfully

#### **Signature & seal**

**Name :**  
**Full Address :**  
**Telephone No :**  
**Fax No :**

For and on behalf of M/s.  
(Name of manufacturer)

Date:

**NOTE:** This letter should be on the letterhead of the manufacturing/dealer concern and should be signed by authorized signatory.

## 4.2 Commercial Bid

### 4.2.1 Bid Particulars

FOR Bid No. \_\_\_\_\_

1. Name of the Bidder \_\_\_\_\_
2. Address of the Bidder \_\_\_\_\_
3. Name of the Manufacturer/Developer of the \_\_\_\_\_  
Products offered
4. Address of the Manufacturer/Developer of the \_\_\_\_\_  
Products offered
5. Place of Manufacture/Development of the \_\_\_\_\_  
Products offered
6. Bidders Proposal Number and date \_\_\_\_\_
7. Name and address of the officer to whom \_\_\_\_\_  
all references shall be made regarding  
this bid

Tel. No. \_\_\_\_\_

Cell No. \_\_\_\_\_

Fax No. \_\_\_\_\_

#### Signature & seal of the bidder

Name :

Full Address :

Telephone No :

Fax No :

Email ID:

#### 4.2.2 Commercial Bid Letter

To

**The Deputy Director General (Technology)  
Unique Identification Authority of India (UIDAI)  
Tower I, 9<sup>th</sup> Floor,  
Jeevan Bharati Building,  
Connaught Circus,  
New Delhi – 110001.**

**Ref : Bid No. \_\_\_\_\_**

**Sir,**

We declare:

- (i) That we are manufacturers / System Integrators of -----  
-----
  - (ii) That we/our principals are equipped with adequate machinery for production quality control and testing of offered products manufactured/developed and used by us and that our development establishment is open for inspection by the representatives of the Unique Identification Authority of India.
- 2. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the Section 4.2.3 of the Commercial Bid.**

**3. PERIOD OF DELIVERY**

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the Schedule to the Bid Document as given in Section 4.1.4 and that we shall perform all the incidental services.

**4. TERMS OF DELIVERY**

The prices quoted are inclusive of all charges including installation and commissioning charges in the UIDAI location.

5. We enclose herewith the complete **Commercial Bid** as required by you. This includes duly filled and signed **Section IV**.
6. We agree to abide by our offer for a period of **180 days** from the date of opening of the bids.
7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to supply Software Licenses as per these terms and conditions.
8. Certified that the bidder is :

a) The Constituted attorney of the company and the person signing the bids is the constituted attorney of the Company.

**OR**

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.)

9. Bid Security (**Earnest Money**), in original, for an amount equal to **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** is enclosed in the Cover containing **Pre-Qualifying Bid**.
10. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.

Dated this     day of     2017

**Signature and seal of the bidder**

**Name** :

**Full Address** :

**Telephone No** :

**Fax No** :

**Details of enclosures:**

- 1.**
- 2.**
- 3.**

### 4.2.3 Summary of the Costs of Goods / Services Offered

Sl.No	Item Name	Qty.	Unit Rate including support for 3 years* (in Rs)	Service Tax in %	Vat in %	Total Unit Cost (F=C(1+D/100+E/100) (in Rs)	Total Cost incl. Taxes & duties and support for three years (G=Fx B) (in Rs)
	A	B	C	D	E	F	G
1	Acunetix Web Scanner Standard Edition – Perpetual License for 2 Concurrent Scans including 3 years maintenance agreement	1					
	<b>Total Figure in</b>						
	<b>Total Words in</b>						

Note:

\* 3 Years from date of acceptance

**Signature & seal of the bidder**

**Name :**

**Full Address :**

**Telephone No :**

**Fax No :**



## 5 Section V – Scope of Work

### 5.1 Scope of Work

1. The Unique Identification Authority of India (UIDAI) is inviting bids for **“Supply, Installation, Commissioning and 3 Year Support for Acunetix Web Scanner”** at its Manesar (Gurgaon) Data Centre.
2. The scope of work for this bid includes supply, installation, commissioning and support for Software.
3. The bidder has to provide training for configuration, operation etc of the proposed solution to the managed service provider.

### 5.2 Supply of Software

#### 5.2.1 Bill of Material

The selected Bidder shall have to supply following software Licenses with 3 (three) year maintenance

SOFTWARE LICENSES			
Line Number	Item Name	Description	Total Quantity
1	Acunetix Web Scanner	Standard Edition – Perpetual License for 2 Concurrent Scans included 3 years maintenance agreement	1

#### 5.2.2 Installation and Commissioning of Hardware and Licenses

The selected Bidder shall be responsible for Supply, Installation, Commissioning and 3 Year Support for Acunetix Web Scanner at the Manesar (Gurgaon) Data Centre in consultation with UIDAI.

### 5.3 Schedule of requirements

1. The Bidder shall be responsible to Supply, Install, Commission, and Maintain the Acunetix software licenses and also provide Services as mentioned in this Section. **The Bidder should offer only the line items indicated in Section 5.2.1, No alternate Software should be proposed by the bidder.**
2. The Bidder should ensure that all the peripherals, accessories, sub-components required for the functionality and completeness for the Schedule of Requirements including but not limited to devices, equipment, accessories, patch cords (copper/fiber), cables, software licenses, tools, etc. should also be provisioned according to the requirements for successful installation and commissioning of systems/licenses.
3. The Bidder will have to make all provisions to meet the schedule of requirements at no additional cost and time implications to UIDAI. UIDAI will not be responsible if the Bidder has not provisioned some components, sub-components, assemblies, sub-assemblies as part of the bill of material in the Bid.
4. All the software licenses that the Bidder provides should be **perpetual software licenses** along with maintenance, upgrades and updates during the **currency of the contract**. The software licenses should not be restricted based on location and UIDAI should have the flexibility to use the software licenses for other requirements if required. The Bidder should provide the **licensing policy** along with the Technical Bid.
5. The Bidder should ensure that there is a **24x7 comprehensive onsite support arrangement** during the **currency of the contract** with the OEM. The OEMs should provide an undertaking in the format provided in **Section VI, Appendix E**.
6. The Bidder should ensure that none of the components and sub-components is declared **end-of support** by the OEM during the contract duration of 3 years.
7. Bidder shall not propose / supply any products for which EOS is already declared by OEM, or will reach End Of Support within 36 months from the date of submission of bid.

8. The Bidder should indicate any product that is likely to be declared **end-of-sale** within the currency of the contract. If, the OEM declares any of the product(s) **end-of-supports** within the aforesaid period, the Bidder should replace the products/solutions with an alternate that is acceptable to UIDAI at no additional cost to UIDAI and without causing any performance degradation and/or project delays.
9. Any additional components, sub-components, **assemblies, sub-assemblies** that would be required to **meet the desired performance requirements under “live”** conditions will have to be provisioned by the Bidder at no additional cost to UIDAI and without any project delays.
10. It is expected that the Bidder will provide the software licenses after due consideration to the **compatibility issues** between various 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. The selected Bidder 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 Licenses / components.
11. After acceptance tests and final acceptance of Software Licenses by UIDAI (refer **Clause 3.6**), the successful bidder shall hand over the License to the UIDAI and shall continue to provide support services under the direct supervision of UIDAI.

## 5.4 Services

### 5.4.1 Requirements and Objectives

1. The Bidder shall provide services for installation, commissioning, and other incidental services at Data Centre at Manesar (Gurgaon).
2. The services, including but not limited to the following, should be provided

- i. Planning and scheduling for installation and commissioning as per agreed plan.
  - ii. Installation of software Licenses.
  - iii. Maintenance and Support for the software provided.
3. The selected Bidder shall be responsible for the generation and submission of necessary documentation required during various phases of the project viz. Planning, Installation, Commissioning and Acceptance. Prior approval of UIDAI is required on all such documentation before commencement of activity.
4. The selected bidder shall be responsible for the installation of the licenses supplied, commissioning and coordination with other vendors/entities.
5. The selected Bidder shall document the baseline for installing and commissioning of software and licenses and get it approved from UIDAI prior to commencement of installation.
6. The installation and commissioning would be considered acceptable only after the conditions stipulated as under Clause 5.6 are completely met to the satisfaction of UIDAI.
7. The selected bidder shall be responsible for coordination with all the existing vendors of UIDAI, troubleshooting, addressing borderline issues, coordinating with users at UIDAI locations, to ensure successful rollout of the solution.
8. UIDAI shall provide necessary space and required infrastructure. However, UIDAI shall not provide for any Desktops, Printers, Stationary, etc. required by the resources for providing services under this contract.
9. All the personnel employed by the selected bidder for this contract shall adhere to the security policy of UIDAI and should follow the policy of UIDAI in terms of software, configuration and services.

## **5.4.2 Installation and Commissioning**

### **5.4.2.1 Installation and Commissioning of Software**

1. The selected Bidder, along with UIDAI, shall undertake pre-installation planning at the locations including but not limited to Rack planning, structure cabling, power points, check on utility services, environmental conditions, etc.
2. Delivery, installation, and commissioning of the software along with associated peripherals in the Data Centre space provided by UIDAI.
3. The selected bidder shall coordinate with the MSP and other vendors of UIDAI, wherever required, in order to prepare the plan.
4. Carry out installation of equipment in accordance with plans as approved by UIDAI.
5. Installation and configuration of software license including, but not limited to, Operating System (OS), etc. on the servers shall be the responsibility of the Bidder. The bidder shall also tune the parameters for optimal performance of the OS.

### **5.4.2.2 Other Services**

1. Adhere to the goods movement procedures and policies defined by UIDAI.
2. Consult with UIDAI to determine the Deployment Plan. The Deployment Plan shall be arrived at by the bidder keeping in account the existing Space, Floor Strength and Power Requirements in data centers in such a manner that it does not interrupt the ongoing operations of the Data Centre.
3. Any component before it gets deployed in the Data Centre has to be assembled as per the given configuration and tested in the pre-production staging environment. The bidder must provide a list of tests to be carried out from point of view of functionality, performance, availability through clustering, security and manageability. Test reports have to be maintained for each component. It is possible that some tests have to be postponed to the integration step.

4. Layout plan will be provided to the selected bidder. The selected bidder is responsible for physical movement and installation of components as per the layout plan in the Data Center.
5. Upon completion of deployment of the all software, the selected bidder shall be required to perform a systematic and complete handover the infrastructure to UIDAI for ongoing operations and maintenance as per instructions provided by UIDAI.

#### ***5.4.2.3 Technical Support***

1. The selected bidder shall provide comprehensive onsite support to UIDAI at the designated Data Centers on a 24x7 basis to ensure 99.9% uptime for the software licenses provided as part of the Bid.

#### ***5.4.2.4 Support***

1. Refer Section 4.1.7 and the bidder shall provide comprehensive onsite support on a 24x7 basis for a period of 3 Years (36 months) in respect of software Licenses under this contract. The Support period shall commence from the date of acceptance.

#### ***5.4.2.5 Ongoing Maintenance & Support Services***

1. The bidder shall be responsible for tasks including but not limited to configuration and setting up of Licenses. The Bidder shall also be responsible for executing software updates when necessary. These services shall be provided at the time of installation and commissioning and thereafter on ongoing basis till the currency of contract.
2. The selected Bidder shall provide support at the Data Centre of UIDAI at Manesar (Gurgaon).

### 5.4.3 Service Levels - Implementation Phase related Performance Levels

#	SLA Parameter	Definition & Target	Service Level	Liquidated Damages
1.	Delay in delivery of Licenses	Measured as the difference between the planned date for delivery and the actual date of delivery.	Upto 5 days	0.05% of Total Cost per week or part thereof
			>5 day & <= 10 days	0.1% of Total Cost per week or part thereof
			>10 day & <= 30 days	0.2% of Total Cost per week or part thereof
			>30 days	0.5% of Total Cost per week or part thereof
2.	Delay in installation of Licenses	Measured as the difference between the planned date for installation and the actual date of installation.	Upto 5 days	0.05% of Total Cost per week or part thereof
			>5 day & <= 15 days	0.1% of Total Cost per week or part thereof
			>15 day & <= 30 days	0.2% of Total Cost per week or part thereof

#	SLA Parameter	Definition & Target	Service Level	Liquidated Damages
				thereof
			>30 days	0.5% of Total Cost per week or part thereof

#### 5.4.4 Service levels –Issue Resolution

Support for the Software Licenses shall be provided 24x7 basis including public holidays.

#	SLA Parameter	Definition & Target	Service Level	Liquidated Damages
1	Services Restoration time during Support Period	Time taken to close the deficiency after complaint has been lodged with bidder/OEM. It is primarily related to restoration services  Target : Applicable for each complaint	<=8 Hours	Nil
			> 8 Hours & <= 1 Day	0.1% of the Total Cost
			> 1 Day & <= 2 Days	0.3% of the Total Cost
			> 2 Day & <= 4 Days	0.5% of the Total Cost
			For each additional day after 4 days, additional penalty of 1% of the Total Cost will be levied.	

If the successful bidder fails to meet one or more of the above Service Levels within the Target time limit(s) as specified in the above Table, the Purchaser shall without



prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages.

## **5.5 Timelines**

### **5.5.1 Delivery Schedule and Implementation Schedule**

As per Section 4.1.4

## **5.6 Commissioning and Acceptance**

### **5.6.1 Commissioning and acceptance of Software**

1. The selected Bidder will have to provide the tests plan to demonstrate the correct working of the software supplied individually before commencement of acceptance.
2. System testing schedules, formats for testing and commissioning reports and dissemination mechanism for such reports shall be drawn by the bidder in consultation with UIDAI.
3. Commissioning of the systems shall be considered to be complete only after the following conditions have been met successfully to the satisfaction of UIDAI.
  - (i) Delivery of all the items as per the bill of material at the designated locations of installation. Short shipment of goods will not be acceptable.
  - (ii) Installation and Configuration of all Software Licenses to the satisfaction of UIDAI at Data Centre at Manesar (Haryana).
  - (iii) Successful testing of all components individually.
  - (iv) Successful completion of Commissioning would need to be accepted and certified by UIDAI

## 6 SECTION VI – Appendix

### 6.1 Appendix A– Contract

#### CONTRACT

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

**WHEREAS Purchaser** is desirous of entering into a contract for Procurement of Acunetix Web Scanner licenses along with Incidental Services with the **Vendor**, for the Data Centre of Unique Identification Authority of India in Manesar, and has accepted to pay to the **Vendor** the contract amount for provisioning of those goods & related Services at a total cost not exceeding ..... (**Rupees .....**) (hereinafter referred to as "the Contract Price").

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

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

**A.** Bid Document No\_\_\_\_\_ regarding “Supply, Installation, Commissioning and 3 Year Support for Acunetix Web Scanner” in the Data Centre of Unique Identification Authority of India, including

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

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

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

**D.** Order No.\_\_\_\_\_ dated \_\_\_\_\_ placed on the **Vendor.**

**E.** Acceptance of the order vide No.\_\_\_\_\_ dated \_\_\_\_\_ by the Vendor.

3. In consideration of the payments to be made by the **Purchaser** to the **Vendor** as hereinafter mentioned, the **Vendor** hereby covenants with the **Purchaser** to provide the goods and services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.
4. The **Purchaser** hereby covenants to pay the **Vendor** in consideration of the provision of the Goods and Services as listed in Table below and the remedying of defects therein , the Contract Price or such other sum as may become payable under

the provisions of the Contract at the times and in the manner prescribed by the Contract.

Sl.No	Item Name	Qty.	Unit Rate including support for 3 years* (in Rs)	Service Tax in %	Vat in %	Total Unit Cost (F=C(1+D/100+E/100) (in Rs)	Total Cost incl. Taxes & duties and support for three years (G=Fx B) (in Rs)
	A	B	C	D	E	F	G
1	Acunetix Web Scanner Standard Edition – Perpetual License for 2 Concurrent Scans included 3 years maintenance agreement	1					
	<b>Total in Figure</b>						
	<b>Total in Words</b>						

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

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

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

\_\_\_\_\_

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_

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

**In the presence of:**

**In the presence of:**

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

## 6.2 Appendix B – Performance Bank Guarantee

### PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

**Ref :** \_\_\_\_\_ **Date** \_\_\_\_\_

**Bank Guarantee No.** \_\_\_\_\_

**To**

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

1. Against contract vide Advance Acceptance of the Bid No. \_\_\_\_\_ dated \_\_\_\_\_ covering “Supply, Installation, Commissioning and 3 Year Support for Acunetix Web Scanner” in the Data Centre of Unique Identification Authority of India in Manesar (hereinafter called the said “Contract”) entered between the Unique Identification Authority of India (UIDAI) (hereinafter called the “Purchaser”) and \_\_\_\_\_ (hereinafter called the “Vendor”) this is to certify that at the request of the Vendor we \_\_\_\_\_ Bank Ltd., are holding in trust in favor of the Purchaser, the amount of \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that

may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the Terms and Conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2. We \_\_\_\_\_ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Vendor i.e. till \_\_\_\_\_ (viz the date up to 3 years and 2 months after the date of successful commissioning and acceptance of the system by the Purchaser) hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_ Bank Ltd., by the Purchaser before the said date. Payment under this letter of Guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank Ltd. Undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending

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

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

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

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature

Witness \_\_\_\_\_

Printed Name

**(Bank's common seal)**



## 6.3 Appendix C – Bid Security /Earnest Money Deposit Form

### BID SECURITY FORM

Whereas \_\_\_\_\_ (hereinafter called “the Bidder”) has submitted its bids dated \_\_\_\_\_ for “**Supply, Installation, Commissioning and 3 Year Support for Acunetix Web Scanner**” in the Data Centres of Unique Identification Authority of India in Manesar (hereinafter called “the Bid”).

KNOW ALL MEN by these presents that WE \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called “the Bank”) are bound unto the **CEO, Unique Identification Authority of India (UIDAI)** (hereinafter called “the UIDAI”) in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said UIDAI, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are:

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

We undertake to pay to the UIDAI up to the above amount upon receipt of its first written demand, without the UIDAI having to substantiate its demand, provided that in its demand the UIDAI will note that the amount claimed by it is

due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

Sealed with common seal of the said Bank this \_\_\_\_\_ day of  
\_\_\_\_\_ 2017

\_\_\_\_\_

(Authorized Signatory of the Bank)

## 6.4 Appendix D - Non-Disclosure Agreement

### **Non-Disclosure Declaration/Agreement (To be provided on Non-judicial stamp paper of Rs.100/-)**

WHEREAS, \_\_\_\_\_ we \_\_\_\_\_ the \_\_\_\_\_ undersigned \_\_\_\_\_ Bidder, \_\_\_\_\_, having our principal place of business/ registered office at \_\_\_\_\_, are desirous of bidding for Bid No..... covering **“Supply, Installation, Commissioning and 3 Year Support for Acunetix Web Scanner”** (hereinafter called the said 'RFP') to the Deputy Director General, Unique Identification Authority of India, having its office at 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001, hereinafter referred to as 'Purchaser' and, WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE,

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

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Declaration (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder.

2. Confidential Information does not include information which:

- a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- b. information in the public domain as a matter of law;
- c. is obtained by the Bidder from a third party without any obligation of confidentiality;
- d. the Bidder is required to disclose by order of a competent court or regulatory authority;
- e. is released from confidentiality with the written consent of the Purchaser.

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

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c. to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

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

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.

6. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential

Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

**For and on behalf of:**

(BIDDER)

Authorised Signatory Office Seal:

Name: Place:

Designation:

Date :

## 6.5 Appendix E–Statement of Undertaking from OEM

To

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

Sir,

**Sub : Statement of Undertaking from OEM.**

**Ref : Bid No.\_\_\_\_\_ covering “Supply,  
Installation,**

We, the undersigned OEM, having read and examined in details all the bidding documents in respect of the above mentioned Bid No.\_\_\_\_\_, in respect to Product(s) offered / supplied by us and as a gesture towards our commitment for continued support for our product(s) / solution do hereby declare as under;

- 1.** We confirm that we would support the installation, commissioning, integration and maintenance of products offered/supplied to the Unique Identification Authority of India (herein referred to as “UIDAI”).
- 2.** We hereby confirm that the products / solutions being supplied to UIDAI will not be declared end of sale till the date of its acceptance by UIDAI and that we shall support the same for a minimum period of 3 years from the date of its acceptance by UIDAI. If the same is de-supported by us for any reason whatsoever, we undertake to replace it with an equivalent or better substitute that is acceptable to UIDAI, without any additional cost to



UIDAI and without impacting the performance of the solution in any manner

3. We hereby agree to supply and/or install all new releases, versions, any type of update, upgrade patch and/or bug fixes for the software or firmware from time to time at no additional cost to UIDAI.
4. We hereby confirm our commitment towards providing the necessary support and assistance in case of any problems / issues arising due to integration of our product(s) with any other component(s) / product(s) under the purview of the overall solution.

We hereby confirm that this undertaking is made in good faith and the aforesaid declarations are binding on us for the entire term of contract under the aforementioned Bid.

Thanking you,

Yours faithfully,

\_\_\_\_\_  
(Signature)

For and on behalf of : \_\_\_\_\_ (name of OEM)

**Authorized Signatory**

Name : \_\_\_\_\_

Designation: \_\_\_\_\_

Office Seal: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_