

TENDER NO. T-11014/49/2015-Tech(Vol II) DATED 17th November 2016

**Online-BID DOCUMENT for
Comprehensive Annual Maintenance Contract (CAMC)
of HP make IT Equipments**

17th November, 2016

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA,
Ministry of Electronics & Information Technology (MeitY)
GOVERNMENT OF INDIA,
NEW DELHI**

Contents

CHECK LIST.....	3
1. Check List of documents/supporting documents to be enclosed in the Bid(Packet-1, Part I) .	3
2. Check List of Annexure / Appendix to be enclosed in the Technical Bid(Packet-1, Part II) ...	4
3. Check List of Annexure / Appendix to be enclosed in the Commercial Bid (Packet-2)	5
SECTION I – Invitation to Bid.....	6
9. Schedule for Invitation to Bid	7
a) Name of the Purchaser:	7
b) Addressee and Address:	7
c) Name of the Contact Person for any clarification :	7
d) Important Dates :	7
11. Procedure for Submission of Online Bids on CPP Portal	8
SECTION II- Instruction to Bidders	11
1 Online Bids Submission Process	11
2 Bid Prices	11
3 Firm Prices	12
4 Discount	12
5 Bid Security	12
6 Period of Validity of Bids	13
7 Format and Signing of Bid	13
8 Terms and Conditions of Bidders.....	13
9 Address for Correspondence.....	13
10 Opening of Bids by UIDAI.....	14
11 Criteria for Evaluation of Bids	14
12 UIDAI's Right to Vary Scope of Contract at the time of Award.....	14
13 UIDAI's Right to Accept Any Bid and to Reject Any or All Bids	15
14 Clarification.....	15
15 Notification of Award	15
16 Signing of Contract	15
17 Performance Security	15
18 Rejection Criteria.....	16
19 Cost of Bid Document.....	17
20 Conditions for Pre-Qualification of Bidders.....	17
21 Language of Bids.....	19
22 Bidder Qualification	19
23 Contacting the UIDAI.....	19
24 Revelation of Prices.....	20
SECTION III - GENERAL CONDITIONS OF CONTRACT	21
1. Definitions	21
2. Application.....	21
3. Standards.....	21
4. Use of Contract Documents and Information.....	22
5. Performance Security	22
6. Up-gradation of Technology	22
7. Maintenance and management services	22
8. Limitation of Liability.....	23

9.	Period of Contract.....	23
10.	Payment	23
11.	Currency of Payment.....	23
12.	Change Orders	24
13.	Contract Amendments.....	24
14.	Assignment.....	24
15.	Sub-contracts.....	24
16.	Delays in the Vendor's Performance	24
17.	Penalty.....	25
18.	Termination for Default.....	25
19.	Force Majeure	25
20.	Termination for Insolvency	25
21.	Termination for Convenience	25
22.	Dispute Resolution	26
23.	Governing Language.....	27
24.	Applicable Law.....	27
25.	Notices.....	27
26.	Back-up Support	27
27.	Price Fall.....	27
28.	Prices	28
29.	Deductions.....	28
30.	Taxes and Duties	28
31.	"No Claim" Certificate.....	28
32.	Service Level Agreement (SLA) - Liquidated Damages	28
33.	Partial/ Full damage to Hardware	29
	SECTION IV - CONTENTS OF BIDS.....	30
	Annexe 4.1.1 PARTICULARS OF EQUIPMENTS	30
	Annexe 4.1.2.....	31
	Annexe 4.1.3.....	32
	Annexe 4.2.1.....	34
	Annexe 4.2.2.....	35
	Annexe 4.2.3.....	37
	SECTION V - SCOPE OF WORK	38
1.	DEFINITIONS	38
2.	SCOPE OF WORK.....	38
3.	SCHEDULE OF REQUIREMENTS	38
4.	SERVICES.....	39
4.1	Requirements and Objectives	39
4.2	Technical Support	40
4.3	Ongoing Maintenance & Support Service	40
	SECTION VI – APPENDICES.....	41
	Appendix A	41
	Appendix B	43
	Appendix C	45
	Appendix D.....	46
	Appendix E	47
	Appendix F	49

CHECK LIST

As a part of Online submission of the bid please check whether following have been enclosed in the respective packets, namely, Packet – 1 (**Pre-Qualification Bid, Technical Bid**) and Packet -2 (**Commercial Bid**):

1. Check List of documents/supporting documents to be enclosed in the Bid(Packet-1, Part I)
(please refer to Section II – Instruction to Bidders)

S. No.	Description	Whether Enclosed (Y/N)
(i)	Signed and scanned copy of Bid Document Fee Demand Draft as detailed in Clause 10 of Section II	
(ii)	Signed and scanned copy of Bid Security of the prescribed amount and validity pursuant to Clause 5 of Section II & Clause 10 of Section II	
(iii)	Signed and scanned copy of Bidder's Profile in the format prescribed in Appendix C	
(iv)	The bidder should not have been blacklisted / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs. Signed and scanned copy of Undertaking from bidder in this regard to be submitted.	
(v)	Signed and scanned copy of valid Sales Tax Number/ VAT Number, Service Tax Number and PAN Number.	
(vi)	Bidder should have ISO Certificate of 9001 or better quality certification. Signed and scanned copy of certificates in this regard to be submitted.	
(vii)	The Bidder should be an Information Technology (IT) Company and should have been in the business of maintenance of the similar IT Equipments & its accessories quoted, for the last 3 years ending 31.03.2016. Scanned and Signed copy of the certificate of experiences certified by Statutory auditor/ Authorized signatory.	
(viii)	The Bidder should have average annual turnover of Rs. 12,00,00,000/- (Rupees Twelve Crores) from supply, installation and maintenance of IT equipments & its accessories etc., in India in the last three financial years ended on 31.03.2016. The average turnover refers to the average turnover of the company and not the composite turnover of its subsidiaries/sister concerns, etc. The bidder must submit signed and scanned copy of the Audited Balance Sheets and Profit & Loss Account Statement for last 3 financial years ended on 31.03.2016 along with the bid. However, in the case of non-availability of audited balance sheet for the year 2015-16 (ended on 31.03.2016), signed and scanned copy of a Certificate from the Statutory Auditor OR Company Secretary of the Bidder's Company certifying the turnover of the Bidder in the financial year 2015-16 would be acceptable. For other two years prior to 2015-16, documents as mentioned above would be required.	
(ix)	The bidder should enclose at least three (3) purchase orders for the work having executed/ under execution, in India, each of the value of at least Rs. 50,00,000/- (Rupees Fifty Lakhs) from AMC services of IT equipments (like Servers, Networking etc.) in the last three (3) financial years ended on 31/03/2016. For each of	

	<p>such order, the bidder should submit the following :</p> <ul style="list-style-type: none"> • Signed and Scanned copy of each such purchase order clearly indicating the value of the Order. • A certificate in original from the Statutory Auditor/Company Secretary/Director of the bidder's company indicating and certifying the value of the components AMC services of IT equipments (like Servers, Networking etc.). • Signed and scanned copy of certificate from respective customers indicating satisfactory execution/ under execution of such order/contract of customer. • Also, submit the scanned and signed copy in the below format – <table border="1" data-bbox="312 622 1342 882"> <thead> <tr> <th>Sr. No.</th> <th>Purchase Order (PO) Number</th> <th>Description</th> <th>Start Date</th> <th>End Date</th> <th>Period of Contract</th> <th>Page number on which PO is attached as part of Bid documents</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Sr. No.	Purchase Order (PO) Number	Description	Start Date	End Date	Period of Contract	Page number on which PO is attached as part of Bid documents																						
Sr. No.	Purchase Order (PO) Number	Description	Start Date	End Date	Period of Contract	Page number on which PO is attached as part of Bid documents																								
(x)	Signed and scanned copy of Statement of Undertaking From OEM of HP , as per Appendix F.																													
(xi)	Signed and scanned copy of company certificate. The bidder should be a registered company in India as per Companies Act 1956. The Certificate of Incorporation issued by Registrar of Companies are required to be submitted																													
(xii)	Signed and Scanned copy of the Authorization letter, see clause 22 of Section II of RFP																													
(xiii)	Signed and Scanned copy of Registration Certificate from those bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY).																													

2. Check List of Annexure / Appendix to be enclosed in the Technical Bid(Packet-1, Part II)

S. No.	Description	Whether Enclosed (Y/N)
(i)	Signed and scanned copy of PARTICULARS OF EQUIPMENTS (Annexe 4.1.1)	
(ii)	Signed and scanned copy of TECHNICAL BID Particular (Annexe 4.1.2)	
(iii)	Signed and scanned copy of Technical Bid Letter (Annexe 4.1.3)	
(iv)	Un-priced Commercial Bid (please refer to Clause 18.2(a) Section II)	

Important Note:

- a) The Annexures and other supporting the above list in 1 & 2 shall be placed in the Packet-I, Part 1 and Part 2 as explained in Clause 1 of Section II.

3. Check List of Annexure / Appendix to be enclosed in the Commercial Bid (Packet-2)

S. No.	Description	Whether Enclosed (Y/N)
(v)	Signed and scanned copy of Bid Particulars (Annexe 4.2.1)	
(vi)	Signed and scanned copy of Commercial Bid Letter (Annexe 4.2.2)	
(vii)	Signed and scanned copy of Details of AMC of IT Equipments (like Servers, Networking etc.) (Annexe 4.2.3)	
(viii)	Price Bid: Schedule of price bid in the form of BOQ_XXXX.xls (This can be downloaded during online submission and can be submitted online itself).	

Important Note:

- a) The Annexures supporting the above list shall be placed in the Packet-2 as explained in Clause 1 of Section II.

4. Check-lists (as in point 1, 2 & 3 above) should be duly filled with Y/N, signed and scanned and should be made part of the Packet-1, so that it is clear that all the expected documents are enclosed.

SECTION I – Invitation to Bid

This invitation to online bid is for “**Comprehensive Annual Maintenance Contract (CAMC) of HP make IT Equipments**” of Unique Identification Authority of India in Bengaluru and Delhi/NCR.

1. 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 1 of Section II** 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 9**. Tenderer/Contractor are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’. Bid documents may be scanned with **100 dpi with black and white option** which helps in reducing size of the scanned document.

Manual bids shall not be accepted.

2. 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.
3. Tenderer who has downloaded the tender from the UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/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.
4. Intending bidders are advised to visit again UIDAI website www.uidai.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
5. The Hard Copy of original instruments in respect of cost of tender document, earnest money, original copy of affidavits, and credit facility certificate must be delivered to the address as mentioned in the Clause 9 of the Section I 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.
6. Bids will be opened as per date/time as mentioned in the Clause 9. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated later.
7. All Bids must be accompanied by an **EMD (Earnest Money Deposit) / Bid Security of amount of Rs. 19,00,000/- (Rupees Nineteen Lakh only)**, in the form of Bank Guarantee as mentioned in **Appendix E of Section VI** except those bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY).

8. The Bid Document is not transferable.

9. **Schedule for Invitation to Bid**

a) Name of the Purchaser:

**Unique Identification Authority of India
acting through Chief Executive Officer, UIDAI,
Ministry of Electronics & Information Technology, Govt. of India (GoI),
9th Floor, Tower I, Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001.**

b) Addressee and Address:

**The Deputy Director General (Technology)
Unique Identification Authority of India (UIDAI),
Ministry of Electronics & Information Technology, Govt. of India (GoI),
9th Floor, Tower I, Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001.**

c) Name of the Contact Person for any clarification :

**Shri Saibal Sen,
Section Officer (Tech),
Unique Identification Authority of India (UIDAI),
Ministry of Electronics & Information Technology, Govt. of India (GoI),
9th Floor, Tower I, Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001.**

**Queries should be submitted via E-mail and followed by paper copy by post
E-mail – sotech@uidai.gov.in**

d) **Important Dates :**

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

CRITICAL DATE SHEET

Published Date	17 th Nov 2016 at 1600 hrs
Pre-Bid Meeting	23 rd Nov 2016 at 1500 hrs
Submission of Clarification, if any	29 th Nov 2016 on or before 1600 hrs
Clarification / corrigendum to be uploaded on the CPPP Portal	5 th Dec. 2016 at 1730 hrs
Bid Submission Start Date	6 th Dec. 2016 at 1100 hrs
Bid Submission End Date	15 th Dec. 2016 at 1000 hrs
Technical Bid Opening Date	16 th Dec. 2016 at 1630 hrs
Financial Bid Opening Date	Will be communicated later.

10. The Bidder is required to pay **Rs. 1000/-** (Rupees One thousand Only) 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 and shall be summarily rejected.** The Bank Demand Draft should be drawn on a Scheduled Bank in favor of “**PAO, UIDAI**” and payable at **New Delhi. The Bid Document Fee is non-refundable.** Bid Document Fee is not required from those bidders who are registered with the National Small Industries Corporation (NSIC).

Note : The Purchaser shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.

11. Procedure for Submission of Online Bids on CPP Portal

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

i. Registration

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

ii. Searching for tender documents

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder.

This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

iii. Preparation of bids

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

iv. Submission of bids

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

v. Assistance to bidders

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.

SECTION II - Instruction to Bidders

1 Online Bids Submission Process

- 1.1 The tender shall be submitted Online (complete in all respect) must be uploaded on <https://eprocure.gov.in/eprocure/app> in **two packets i.e. Two Bid system (technical bid and price bid)**, and bidder must follow the procedure as detailed in the Clause 11 of Section I.
- 1.2 The bid shall be submitted online, the Signed and Scanned copy of all the required documents in –
- A.) **Packet-1** having 2 parts, viz.,
- Part I – Tender Fee + EMD + Checklist with Y/N as mentioned in CHECK LIST section for point 1,2 & 3 + Documents as per check list
 - Part II - Technical Bid Submission (All the required supporting as well as Annexure as mentioned in CHECK LIST section)
- B.) **Packet-2** having viz.,
- Financial Bid Submission (All the required supporting as well as Annexure as mentioned in CHECK LIST section)
 - Schedule of price bid in the form of BOQ_XXXX.xls
- 1.3 All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All the files mentioned below should be in **.PDF format except for the BoQ which should be .xls format**.
- 1.4 The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- 1.5 Original Instruments for EMD (as per Bank Guarantee Format in Appendix E) and Demand Draft for Tender Fee **must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the Clause 9 (c) and (d) of Section I**.

2 Bid Prices

- 2.1 The Financial Proposal/Commercial bid format as mentioned in **Annexe 4.2.3 of Section IV** is also provided as BOQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, bid will be rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.
- 2.2 The unit prices quoted in the above mentioned proforma will be used to calculate charges for 'change orders', if any.
- 2.3 In the absence of the above information, as requested in Clause 2.1 and 2.2, a bid may be considered incomplete and summarily rejected.

- 2.4 The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the detailed study of the facilities 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.

3 Firm Prices

- 3.1 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 **Annexe 4.2.3 of Section IV** enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 3.2 The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever 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 Annexure 4.2.3 of Section IV. Prices quoted in the **Annexe 4.2.3 of Section IV** and BOQ_XXXXX.xls should be same and in case of any deviation in BOQ_XXXXX.xls will be considered and UIDAI, at its discretion, may ask for clarification with respect to taxes, duties, fees, levies, works contract tax and other charges.

4 Discount

- 4.1 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.

5 Bid Security

- 5.1 The Bidder shall furnish, as part of its bid, a bid security of the amount mentioned in Clause 7 of Section I.
- 5.2 The bid security is required to protect the UIDAI against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 5.7.
- 5.3 The bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee issued by a Scheduled Bank, in the proforma provided at **Appendix E of Section VI** in the Bid Document and shall be **valid for 45 days beyond the validity of the Bid**.
- 5.4 Bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY) are exempted from furnishing of bid security. Any bid not secured in accordance with Clauses 5.1 and 5.3 will be rejected by the UIDAI as non-responsive.
- 5.5 Unsuccessful Bidder's bid security will be discharged/ returned as promptly as possible but not later than 30 days after award of contract to the selected bidder.
- 5.6 The successful Bidder's bid security will be discharged upon the Bidder executing the Contract,

pursuant to Clause 16 and furnishing the performance security, pursuant to Clause 17.

5.7 The bid security may be forfeited:

- a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
- b) In the case of a successful Bidder, if the Bidder fails;
 - (i) to sign the Contract in accordance with Clause 16;
 - (ii) to furnish performance security in accordance with Clause 17.

6 Period of Validity of Bids

- 6.1 Bids shall remain valid for 180 days after the last date of submission of bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.
- 6.2 In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of bid security provided under Clause 5 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

7 Format and Signing of Bid

- 7.1 Tender bid must contain the name, office and office addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/legal department must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of company.
- 7.2 **Un-signed, un-stamped and without certificate for authorized person from bidder's HR / legal department bid shall not be accepted.**
- 7.3 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 initialed by the person or persons signing the bid.
- 7.4 All pages of the bid being submitted **must be legible, signed and sequentially numbered** by the bidder irrespective of the nature of content of the documents before uploading. Ambiguous bids will be out rightly rejected.

8 Terms and Conditions of Bidders

- 8.1 Printed terms and conditions (General Conditions) of the Bidders will not be considered as forming part of their Bids.

9 Address for Correspondence

- 9.1 The Bidder shall designate the official mailing address, place, and email to which all correspondence shall be sent by the UIDAI.

10 Opening of Bids by UIDAI

- 10.1 Online bids (complete in all respect) received along with BG (as per Appendix E) of EMD (Physically) and Demand Draft of Tender Document Fee (Physically) will be opened as mentioned in the Clause 9 of Section I. Bid received without EMD will be rejected straight way. EMD and Tender Fee original instrument must be submitted to the address as mentioned in the Clause 9 (c) of Section I on or before the last date of submission of Bids as per Clause 9 (d) of Section I.
- 10.2 A duly constituted committee will evaluate Eligibility Criteria of bidders.
- 10.3 Bids of only eligible and technically qualified bidders will be taken up for further evaluation.
- 10.3 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.

11 Criteria for Evaluation of Bids

- 11.1 To meet the UIDAI's requirements, as spelt out in the Bid Document, the selected Bidder must have the requisite experience for comprehensive annual maintenance services of IT Equipments (like Servers, Networking etc.) sought by the UIDAI. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders.

11.2 Phase I: Evaluation of Technical Bids

Technical Bids will be opened as per the date and time mentioned in the Critical date sheet. A detailed analysis 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 **eligibility criteria as per Clause 20, technical requirements given in Section IV and Schedule of Requirement** as mentioned in **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).

11.3 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 bidder with lowest qualifying commercial bid (L1) will be awarded the work.

- 11.4 Evaluation of the bid will be online and offline both, and comments of the offline committee will be uploaded as per the online process.

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

- 12.1 The UIDAI may at any time, by a written order given to the Bidder pursuant to **Clause 12 of Section III – General Conditions of Contract**, make changes within the general scope of the Contract. Accordingly, the UIDAI reserves the right to place repeat order(s) within the **Contract Period**, of upto 50% of the Contract value.

12.2 The UIDAI shall reserve the right, **not to purchase** all the CAMC Services of HP make IT Equipments. UIDAI shall also reserve the right to place the order phase wise.

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

13.1 The UIDAI reserves the right to accept any bid, and to annul the Bid process and reject 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.

14 Clarification

14.1 When deemed necessary, the UIDAI may seek clarification 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.

15 Notification of Award

15.1 Prior to the expiration of the period of bid validity, the UIDAI will notify the successful Bidder in writing by registered letter or by fax or email, to be confirmed in writing by registered letter, that its bid has been accepted.

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

15.3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 17, the UIDAI will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 5.

16 Signing of Contract

16.1 At the same time as the UIDAI notifies the successful Bidder that its bid has been accepted, the UIDAI will send the Bidder the Contract Form (**Appendix A of Section VI** provided in the Bid Document, incorporating all agreements between the parties).

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

17 Performance Security

17.1 Within **10 days** of the receipt of notification of award from the UIDAI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at **Appendix B of Section VI**.

17.2 Failure of the successful Bidder to comply with the requirement of Clause 17 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.

18 Rejection Criteria

18.1 Technical Rejection Criteria

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

- 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, and General Terms and Conditions of Contract unless otherwise stated in the deviation statement. Evaluation will be carried out on the information available in the bid.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process.
- Any conditional bid or bid with any deviation will not be accepted.

18.2 Commercial Rejection Criteria

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

- a. Bid should be submitted in Two Bid systems in two packets. The Pre-Qualification Bid and Technical Bid shall **contain no prices or commercial bid details**. However a blank copy of the commercial bid (**i.e Annexure 4.2.3**) should be enclosed with the Technical Bid with the price column of the **price bid format blanked out**. A tick mark (√) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Commercial bid. **Offers with Technical Bid containing prices shall be rejected outright.**
- b. Offers of following kinds will be rejected:
 - i. Offers made without Bid Security/Bank Guarantee along with the offer.
 - ii. Offers made through Email.
 - iii. Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid.
 - iv. Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
 - v. Offers which do not conform to UIDAI's price bid format.
 - vi. Any other criteria which UIDAI seems fit to reject.
 - vii. Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.
 - viii. Ambiguous and Duplicated bids will be out rightly rejected.
 - ix. Any alteration / overwriting / cutting in the bid should be duly countersigned else it will be out rightly rejected.
 - x. Bid received **without EMD and Tender Fee will be rejected** straight way and also EMD not meeting above deadlines will not be accepted and their uploaded bid will be rejected.

- c. Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them including the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.
- d. Any conditional bid will not be accepted.

19 Cost of Bid Document

- 19.1 The Bidder is required to pay **Rs. 1000/- (Rupees One Thousand Only)** 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 and shall be summarily rejected.** The Bank Demand Draft should be drawn on a Scheduled Bank in favor of “**PAO, UIDAI**” and payable at **New Delhi. The Bid Document Fee is non-refundable.** Bid Document Fee is not required from those bidders who are registered with the National Small Industries Corporation (NSIC).
- 19.2 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.

20 Conditions for Pre-Qualification of Bidders

- 20.1 For the purpose of pre-qualification of Bidders, the Bidder should enclose in their Pre-Qualification Bid (to be submitted online as part of **Packet-1 Part-1** of the online submission process), statement of qualification on following parameters, duly supported by necessary documentary evidences, as applicable:
 - i. Bid Document Fee Demand Draft (in original) as detailed in **Clause 10 of Section II**
 - ii. Bid Security (in original) of the prescribed amount and validity pursuant to **Clause 5 of Section II & Clause 10 of Section II**
 - iii. Bidder's Profile in the format prescribed in **Appendix C**
 - iv. The bidder should not have been **blacklisted** / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs. Undertaking from bidder in this regard to be submitted.
 - v. Bidder should have valid Sales Tax Number/ VAT Number, Service Tax Number and PAN Number.
 - vi. Bidder should have ISO Certificate of 9001 or better quality certification.
 - vii. The Bidder should be an Information Technology (IT) Company and should have been in the business of maintenance of the similar IT Equipments & its accessories quoted, for the **last 3 years** ending **31.03.2016**. Scanned and Signed copy of the Self-certificate of experiences

certified by Statutory auditor/ Authorised Signatory.

- viii. The Bidder should have average annual turnover of Rs. **12,00,00,000/- (Rupees Twelve Crores)** from supply, installation and maintenance of IT equipments & its accessories etc., in India in the last three financial years ended on **31.03.2016**. The average turnover refers to the average turnover of the company and not the composite turnover of its subsidiaries/sister concerns, etc. The bidder must submit signed and scanned copy of the Audited Balance Sheets and Profit & Loss Account Statement for last 3 financial years ended on 31.03.2016 along with the bid. However, in the case of non-availability of audited balance sheet for the year 2015-16 (ended on 31.03.2016), signed and scanned copy of a Certificate from the Statutory Auditor **OR** Company Secretary of the Bidder's Company certifying the turnover of the Bidder in the financial year 2015-16 would be acceptable. For other two years prior to 2015-16, documents as mentioned above would be required.
- ix. The bidder should enclose at least three (3) purchase orders for the work having executed/ under execution, in India, each of the value of at least **Rs. 50,00,000/- (Rupees Fifty Lakhs)** from AMC services of IT equipments (like Servers, Networking etc.) in the last three (3) financial years ended on 31/03/2016. For each of such order, the bidder should submit the following :
- Signed and Scanned copy of each such purchase order clearly indicating the value of the Order.
 - A certificate in original from the Statutory Auditor/Company Secretary/Director of the bidder's company indicating and certifying the value of the components AMC services of IT equipments (like Servers, Networking etc.).
 - Signed and scanned copy of certificate from respective customers indicating satisfactory execution/ under execution of such order/contract of customer.
 - Also, submit the scanned and signed copy in the below format –

Sr. No.	PO Number	Description	Start Date	End Date	Period of Contract	Page number on which PO is attached as part of Bid documents

- x. Company should be an authorized partner/service provider of the HP OEM; therefore signed and scanned copy of Statement of Undertaking From OEM of HP, as per **Appendix F**.
- xi. Signed and scanned copy of company certificate. The bidder should be a registered company in India as per Companies Act 1956. The Certificate of Incorporation issued by Registrar of Companies is required to be submitted.
- xii. Signed and Scanned copy of the Authorization letter, see clause 22 of Section II of RFP.
- xiii. Signed and Scanned copy of Registration Certificate from those bidders who are registered

with the Central Purchase Organization, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY).

21 Language of Bids

- 21.1 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 govern.

22 Bidder Qualification

- 22.1 The "**Bidder**" as used in the Bid documents shall mean the one who has signed the Bids. 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.

- 22.2 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.

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

23 Contacting the UIDAI

- 23.1 No Bidder shall contact the UIDAI on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.
- 23.2 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.

24 Revelation of Prices

- 24.1 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**.

SECTION III - GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

- i. **"UIDAI"** means the Unique Identification Authority of India.
- ii. **"The Purchaser"** means Chief Executive Officer, Unique Identification Authority of India or any other representative authorized by the Chief Executive Officer, Unique Identification Authority of India.
- iii. **"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.
- iv. 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.
- v. The **"Vendor"** means the person or the firm or the company with whom the order of comprehensive annual maintenance services is placed.
- vi. **"The Contract Price"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- vii. **"Service"** means comprehensive annual maintenance of **HP make** equipments;
- viii. **"Acceptance of Bid"** means the letter/or email any memorandum communicating to the selected Bidder the acceptance of his Bid and includes an advance acceptance of his Bid.

2. Application

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

3. Standards

1. The Vendor shall ensure that the CAMC Services provided as per the Contract against all purchase orders should be without any additional cost to the Purchaser.
2. CAMC Services will cover regular preventive maintenance alongwith corrective maintenance of hardware.

4. Use of Contract Documents and Information

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

5. Performance Security

- 5.1 Within **10 days** after the receipt of notification of award of the Contract from the Purchaser, the successful Vendor shall furnish performance security to the Purchaser, which shall be equal to **10 percent (Ten Percent)** of the value of the contract in the form of a bank guarantee from a scheduled bank.
- 5.2 The Performance Security Bank Guarantee shall be released on completion of the **Contractual Obligations**.
- 5.3 The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of Vendor.

6. Up-gradation of Technology

The Vendor shall be responsible for any updates/patches at the destination sites including configuration for making them fully operational, if required.

7. Maintenance and management services

- 7.1 The Vendor will be required to provide comprehensive (including spare parts, labor etc.) onsite annual maintenance services of HP make IT Equipments, if required.
- 7.2 Vendor will be required to do performance, supervision, maintenance and repair of the equipments, for Contract Period agreed by the Purchaser and the Vendor, provided that this service shall not relieve the Vendor of any AMC obligations under this Contract.
- 7.3 Vendor will maintain all records for updates, patches, replacements and maintenance.
- 7.4 Vendor should provide services for the equipments mentioned in **Annexe 4.1.1 of Section IV** through OEM.
- 7.5 Vendor will also be required to coordinate with the OEM for the patch updates or any other related issues. To this effect vendor will submit an undertaking from the OEM indicating that OEM will provide back-to-back support for the maintenance services. In case of default on the part of vendor,

OEM will have to make sure services are provided uninterruptedly at the same rate.

7.6 Other obligations of the Vendor covered under the Contract.

8. Limitation of Liability

1. Except in case of gross negligence or wilful misconduct on the part of the vendor or on the part of any person or company acting on behalf of the vendor in executing the work or in carrying out the services, the vendor, with respect to damage caused by the vendor to property and/ or assets of the purchaser or of any of the Purchaser's vendors, shall not be liable to Purchaser:
 - (a) For any indirect or consequential loss or damage; and
 - (b) For any direct loss or damage that exceeds
 - (i) The Contract Value, or
 - (ii) The proceeds the vendor may be entitled to receive from any insurance maintained by the Vendor to cover such a liability, whichever of (i) or (ii) is higher.
2. This limitation of liability shall not affect the Vendor's liability, if any, for damage to Third Parties caused by the Vendor/ Vendor's Team or any person or firm/ company acting on behalf of the Vendor in executing the work or in carrying out the services.

9. Period of Contract

- 9.1.1 This contract for comprehensive onsite annual maintenance service on 24 x 7 basis **will be initially valid for a period of 3 (Three) year from the date of activation of services. The Contract Period will be extendable on yearly basis up to further 2 (Two) year on same rates and same terms & conditions of the contract at the sole discretion of the Purchaser.**
- 9.1.2 CAMC start date for equipments listed in **Annexure 4.1.1** will be after the acceptance and activation of AMC and may vary for different equipments depending on UIDAI requirements.
- 9.1.3 Notwithstanding the provisions of **Clauses 18, 19, 20 and 21**, the period of Contract shall be valid subject to the satisfaction of the Purchaser.

10. Payment

- 10.1 The payment would be made on quarterly basis after completion of each quarter after the receipt of invoice and on satisfactory completion of maintenance.
- 10.2 Any increase / decrease of the inventory during the period of contract, the consideration may be billed accordingly as per the agreed rate in this contract.

11. Currency of Payment

- 11.1 Payment shall be made in Indian Rupees only.

12. Change Orders

- 12.1 The Purchaser may at any time, by a written order given to the Vendor pursuant to Clause 25, make changes within the general scope of the Contract to increase/decrease quantities of services etc. by 50%.
- 12.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this Clause must be asserted within **thirty(30) days** from the date of the Vendor's receipt of the Purchaser's change order.
- 12.3 The provision of the contract shall apply to revised work/change order as if the revised work/change order has been included in the original scope of work.

13. Contract Amendments

Subject to **Clause 15**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

14. Assignment

The Vendor shall not assign, its obligations to third party under the Contract, in whole or in part, 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.

15. Sub-contracts

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

16. Delays in the Vendor's Performance

16.1 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.

16.2 If at any time during performance of the Contract, the Vendor or its sub-contractor(s) should encounter conditions impeding performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. If the vendor request to the performance of services is not found acceptable to the purchaser, **Clause 16.1** would be invoked.

17. Penalty

Penalty will be applied if the vendor is not able to start the AMC services **within two(2) weeks** of the award of contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct a sum equivalent to the **0.5 per cent per day** or part thereof **from the bill of first quarter**, up to **maximum deduction of 5% of the of the bill of first quarter**. If delayed for more than five weeks, the Purchaser may consider termination of the Contract pursuant to **Clause 18**.

18. Termination for Default

The Purchaser may, without prejudice to any other remedy for breach of contract, by 60 days prior written notice of default sent to the Vendor, terminate the Contract in whole or in part:

- (a) If the Vendor fails to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to **Clause 16**; OR
- (b) If the Vendor fails to perform any other obligation(s) under the contract.

19. Force Majeure

19.1 Notwithstanding the provisions of **Clauses 16, 17, 18** 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.

19.2 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.

19.3 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.

20. 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.

21. Termination for Convenience

21.1 The Purchaser may by written notice sent to the Vendor, terminate the Contract by giving 90 days notice, in whole or in part at any time of its convenience. The notice of termination shall specify that

termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

22. Dispute Resolution

22.1. 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.

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

22.3. The Arbitration proceedings shall be held in Delhi, India.

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

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

22.6. 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.

22.7. 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.

22.8. 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 proceed de novo.

22.9. 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.

22.10. 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.

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

22.12. 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.

22.13. 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.

22.14. 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.

23. Governing Language

The Contract shall be written in the English language. Subject to **Clause 24**, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

24. Applicable Law

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

25. Notices

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

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

26. Back-up Support

Vendor shall furnish details of the back-up engineering and systems support that will be available to the Purchaser. The Vendor shall be responsible for supply of spare parts and back-up maintenance support required by the Purchaser or that Agency and shall continue to make available the spare parts.

27. Price Fall

27.1 The prices charged for services provided under this contract by the Vendor shall in no event exceed the lowest price at which the Vendor sells Services or offers to sell Services of identical description to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract.

27.2 If any time during the contract period the Vendor reduces the sale price, sells or offers to sell such Services to any person/organization including the purchaser or any department of State or Central Govt. or any department. of a State Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

27.3 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 Services at the beginning of each year or at any time, whichever is earlier, to incorporate downward revisions as applicable and necessary.

28. Prices

Prices to be firm: The prices quoted for the CAMCs shall be firm throughout the currency of contract and shall not be subject to any variation.

29. Deductions

Payments, as envisaged in **Clause 10**, shall be subject to deductions of any amount, for which the Vendor is liable under the agreement against this Bid.

30. Taxes and Duties

The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, **and demurrage charges** etc., incurred of the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/Vendor.

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

32. Service Level Agreement (SLA) - Liquidated Damages

In addition to the penalty if service start date is delayed as mentioned in the **Clause 17**, Service Level Agreement (SLA) related liquidated damages will be as given below:

32.1 The equipment should be maintained in 100% perfect working condition.

32.2 The Bidder shall rectify the fault(s) relating to equipment within 8 hours from the time of lodgement of complaint. In default thereof, the UIDAI shall have the right to impose liquidated damages, at the rate of 0.5% of the quarterly payment per day of the defaulted/delayed services or uncompleted works of the

relevant equipment till the rectification of the fault as per the end user satisfaction. The amount shall be deducted from the relevant/ subsequent quarter AMC amount.

32.3 In case, any of the equipment is down for more than 72 hours continuously and the Bidder fails to rectify the fault (s) even after 72 hours, the UIDAI shall have the right to impose liquidated damages, at the rate of 1% of the quarterly payment per day of the defaulted/delayed services or uncompleted works of the relevant equipment for the entire period the equipment is down, till the rectification of the fault as per the end user satisfaction. The amount shall be deducted from the relevant/ subsequent quarter AMC amount. In addition, if any of the equipment is down for more than 72 hours continuously, at any of the site of the UIDAI, the Bidder shall provide a compatible back-up unit with similar configuration at its own cost in the same place or at a place nearest to the site of UIDAI. If the Bidder fails to provide such back-up unit(s), as required by the UIDAI, the UIDAI shall have the right to hire the required services from a Third Party and in that case the cost of hiring shall not exceed 10% of the differential cost in respect of equipment at the risk and cost of the bidder when it directly attributable to bidder. Also the bidder shall ensure that the services shall not remain down for more than 15 days continuously.

32.4 The liquidated damages, imposed in accordance with Clauses 32.2 and 32.3 shall, however, not exceed 10% of the total contracted value, for the defaulted services or uncompleted services only when it is directly attributable to the bidder.

32.5 The UIDAI reserves the right to recover the liquidated damages, in accordance with **Clauses 32.2, 32.3 and 32.4**, from any of the quarterly payment due to the bidder.

33. Partial/ Full damage to Hardware

- i. If the damage to the hardware is due to the power fluctuations or physical damage due to mishandling by the UIDAI personnel or the damage by external factors like flood/fire/natural calamities, UIDAI would bear the cost of the parts damaged However, the Bidder shall be required to provide immediately the hardware/ solution as standby with same configuration or higher.
- ii. In case of Partial/ Full damage or loss of the equipment due to reasons beyond the control of UIDAI, like Theft, Fire etc, the Bidder should be in a position to supply working standby equipment with same configuration or higher.
- iii. In case of **damage of hardware due to flood/fire/power fluctuation** which is not attributable to the Second Party, and also when the **repairing is on chargeable** basis, and should give a report within 2 working days of intimation of breakdown regarding the component/hardware to be repaired on chargeable basis or damaged permanently.
- iv. Also AMC for the Lost/Damaged equipment shall cease immediately after the submission of the report by the Service Engineer of the Bidder declaring the machine as irreparable as defined in (iv) above.

SECTION IV - CONTENTS OF BIDS

Annexe 4.1.1 PARTICULARS OF EQUIPMENTS

Sl. No.	Category	Description	OEM	Quantity	Approx. Age of Equipment	AMC Start Date
A. HP make Items						
1	Server – Blade	Proliant BL 465C G7 (Intel Xeon Dual E5-2420, 64GB, 150GB X 2 HDD)	HP	672	5 years	As per clause 9.1.2 of Section III
2	Server – Rack	Proliant DL 585 G7 (Intel Xeon Dual E5-2420, 128 GB, 150GB X 2 HDD)	HP	38	5 years	
3	Server – Chasis	BLC7000	HP	52	5 years	

Signature of Witness
Date
Place

Signature of Bidder
Date
Place

Annexe 4.1.2

A. TECHNICAL BID

BID PARTICULARS FOR Bid No._____

1. Name of the Bidder _____
2. Address of the Bidder _____
3. Name of the Company _____
4. Address of the Company _____
5. Name and address of the officer to whom _____
all references shall be made regarding
this bid
Tel. No. _____
Cell No. _____
Fax No. _____

Witness :

Signature -----

Name -----

Address -----

Date -----

Bidder :

Signature -----

Name -----

Address -----

Date -----

Company Seal

Annexe 4.1.3

Technical Bid Letter

To

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

Ref : Bid No. _____

Sir,

We declare:

- (i) That we are authorized partners/ representative of HP make IT Equipments.
 - (ii) That we/our principals are equipped with adequate resources required for providing comprehensive maintenance services for HP make equipments and establishment is open for inspection by the representatives of the Unique Identification Authority of India.
2. We enclose herewith the complete **Technical Bid** as required by you. This includes **Section IV** comprising of:

S. No.	Description
(i)	Particulars of equipment (Annexe 4.1.1)
(ii)	Bid Particulars (Annexe 4.1.2)
(iii)	Technical Bid Letter (Annexe 4.1.3)

3. We agree to abide by our offer for a period of **180 days** from the date fixed for the opening of the bids and that we shall remain bound by a communication of acceptance within that time.
4. We have carefully read and understood the terms & conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.
5. 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. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.)

7. **Bid Security (Earnest Money)**, in original, for an amount equal to Rs. _____ (Rupees _____ only) will be send in original to the mentioned address as per Clause 9 (c) of Section - I and the signed & scanned copy of the same will be made part of the Part-I of Packet-1 of online bid.
8. 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 2016

Signature of the bidder

Name :

Full Address :

Telephone No :

Fax No :

Details of enclosures:

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

Annexe 4.2.1

B. COMMERCIAL BID

BID PARTICULARS FOR Bid No._____

1. Name of the Bidder _____
2. Address of the Bidder _____
3. Name of the Company _____
4. Address of the Company _____
5. Bidders Proposal Number and date _____
6. Name and address of the officer to whom _____
all references shall be made regarding
this bid
Tel. No. _____
Cell No. _____
Fax No. _____

Witness :

Signature -----

Name -----

Address -----

Date -----

Bidder :

Signature -----

Name -----

Address -----

Date -----

Company Seal

Annexe 4.2.2

Commercial Bid Letter

To

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

Ref : Bid No. _____

Sir,

We declare :

- (iii) That we are authorized partners/ representative of HP make IT Equipments.
 - (iv) That we/our principals are equipped with adequate resources required for providing comprehensive maintenance services for HP make IT Equipments and establishment is open for inspection by the representatives of the Unique Identification Authority of India.
2. We hereby offer to provide the Services at the prices and rates mentioned in the **Annexe 4.2.3** of the Commercial Bid.
 3. We enclose herewith the complete **Commercial Bid** as required by you. This includes:

S. NO.	CONTENTS
1.	Bid Particulars (Annexe 4.2.1)
2.	Commercial Bid Letter (Annexe 4.2.2)
3.	Summary of Cost of Services offered (Annexe 4.2.3)

4. We agree to abide by our offer for a period of **180 days** from the date fixed for the opening of the bids and that we shall remain bound by a communication of acceptance within that time.
5. We have agreed to abide by the General Terms & Conditions of the tender and we do hereby undertake to provide AMC services as per these terms and conditions.
6. Certified that the bidder is :
 - c) The Constituted attorney of the company and the person signing the bids is the constituted attorney of the Company.

OR

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

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

9. **Bid Security (Earnest Money)**, in original, for an amount equal to Rs. _____ (Rupees _____ only) will be send in original to the mentioned address as per Clause 9 (c) of Section - I and the signed & scanned copy of the same will be made part of the Packet-2 of online bid.
7. 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 2016

Signature of the bidder

Name :

Full Address :

Telephone No : :

Fax No : :

Details of enclosures:

- 1.
- 2.
- 3.

Annexe 4.2.3

(Please see Clause 2 & 3 of Section- II - Instruction to bidders, also refer to Annexe 4.1.1 for the list of HP make Equipments)

DETAILS OF THE COMPREHENSIVE ANNUAL MAINTENANCE COSTS – RECURRING COSTS

Sl. No.	Category	Description	OEM	Qty	Per Unit Basic Rate for 3 Yr. AMC	Service Tax as Applicable		Any other Tax, if applicable		Total Taxes	Per unit cost	Total Cost (without Taxes)	Total Cost (With Taxes)
						%	Amount	%	Amount	(Per Unit)	(incl. Taxes)		
1	2	3	4	5	6	7	8	9	10	11=8+10	12=6+11	13 =5x6	14=5x12
HP make													
1	Server – Blade	Proliant BL 465C G7 (Intel Xeon Duel E5-2420, 64GB, 150GB X 2 HDD)	HP	672									
2	Server – Rack	Proliant DL 585 G7 (Intel Xeon Duel E5-2420, 128 GB, 150GB X 2 HDD)	HP	38									
3	Server – Chasis	BLC7000	HP	52									
		Total Cost (A)											

TOTAL AMOUNT (Z) IN RUPEES Inclusive of taxes (in figures) _____
 (in words) _____

TOTAL AMOUNT (Z) IN RUPEES Exclusive of taxes (in figures) _____
 (in words) _____

Signature of Witness
Date
Place

Signature of Bidder
Date
Place

SECTION V - SCOPE OF WORK

1. DEFINITIONS

- i. **"UIDAI"** means the Unique Identification Authority of India.
- ii. **"The Purchaser"** means Chief Executive Officer, Unique Identification Authority of India or any other representative authorized by the Director General, Unique Identification Authority of India.
- iii. **"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.
- iv. The **"Contract"** means the agreement entered in to between the Purchaser and the Vendor as recorded in the Contract Form signed by the Purchaser and the Vendor including all attachments and annexes there to and all documents incorporated by reference therein.
- v. The **"Vendor"** means the person or the firm or the company with whom the order of comprehensive annual maintenance services is placed.
- vi. **"The Contract Price"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- vii. **"Service"** means comprehensive annual maintenance services of HP make IT Equipments;
- viii. **"Acceptance of Bid"** means the letter/email or any memorandum communicating to the selected Bidder the acceptance of his Bid and includes an advance acceptance of his Bid.
- ix. **"Supply"** means once the purchaser issues a Purchase Order, the bidder has to provide services within stipulated time.

2. SCOPE OF WORK

- 2.1 The Unique Identification Authority of India (UIDAI) is inviting bids for "Comprehensive Annual Maintenance Contract (CAMC) of HP make IT Equipments" for its Data Centres at Bengaluru and Delhi/NCR or any other place indicated by UIDAI.
- 2.2 Immediately, after the receipt of Letter of Intent/purchase order, the selected bidder shall have to visit the Data Centres and coordinate with the Managed Service Provider (MSP).

3. SCHEDULE OF REQUIREMENTS

- (i) The Bidder shall be responsible to provide maintenance of HP make IT Equipments mentioned in Annxe 4.1.1.
- (ii) 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. The Bidder will

have to make all provisions to meet the schedule of requirements at no additional cost and time implications to UIDAI.

- (iii) The Bidder should ensure that there is a 24x7 comprehensive onsite support arrangement during the currency of the contract with the OEMs for respective components defined in Annexe 4.1.1 of Section IV. The Bidder should ensure that the OEMs have an understanding of the service levels required by UIDAI. The OEMs should provide an undertaking in this regard as per format provided in **Section VI, Appendix F**.
- (iv) 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.

4. SERVICES

4.1 Requirements and Objectives

- 4.1.1 The Bidder shall provide comprehensive annual maintenance service (including spare parts, labour etc.) of HP make IT Equipments at Bengaluru and Delhi/NCR or any other location indicated by UIDAI.
- 4.1.2 The services, including but not limited to the following, should be provided
 - (i) Annual Maintenance of Servers and the other equipments.
 - (ii) Performance, supervision, maintenance and repair of the equipments including spare parts, if required.
 - (iii) Operational support required by the applications running and added, from time to time.
 - (iv) Services for any upgrades, patches or any other related issues.
- 4.1.3 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, in case of any issues.
- 4.1.4 UIDAI shall not provide for any Desktops, Printers, Stationary, etc. required by the resources for providing services under this contract.
- 4.1.5 **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.**

- 4.1.6 **Defective Media Retention (if any):** UIDAI shall retain defective hard disk or eligible SSD/Flash drive components that UIDAI does not want to relinquish due to sensitive data contained within the disk ('Disk or SSD/Flash Drive'). The Bidder should provision for this requirement in their bid.

4.2 Technical Support

- 4.2.1 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 infrastructure provided as part of the Bid.
- 4.2.2 Ensure that the entire solution as a whole is operational and run according to stipulated performance standards.
- 4.2.3 The selected bidder shall commit to provide all necessary resources and expertise to resolve any issues and carry out required changes, optimizations and modification so that complete system as a whole works according to the specified requirements and satisfaction of UIDAI.
- 4.2.4 The selected bidder shall provide comprehensive technical support services for all the equipment proposed for the entire period of the contract. The technical support shall include all the upgrades, updates and patches that are released by the respective OEMs during the period of contract (if any).

4.3 Ongoing Maintenance & Support Services

- 4.3.1 The Bidder shall be responsible for executing hardware and software updates related to hardware (which are part of this tender) when necessary.
- 4.3.2 The bidder shall be responsible for periodic health check of the systems, troubleshooting problems, analysis and implementing rectification measures **on quarterly basis**.

SECTION VI – APPENDICES

Appendix A 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, Legal Representatives and permitted Assigns of the SECOND PART.

WHEREAS Purchaser is desirous of entering into a contract for Comprehensive Annual Maintenance Services of HP make IT Equipments with the **Vendor**, for the Data Centres of Unique Identification Authority of India in Bengaluru and Manesar or any other location as indicated by UIDAI, and has accepted to pay to the **Vendor** the contract amount for provisioning of related Services at a total cost not exceeding (**Rupees**) (hereinafter referred to as "the Contract Price").

AND WHEREAS the **Vendor** has agreed to provide 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 “Comprehensive Annual Maintenance Services of HP make IT Equipments” in the Data Centres of Unique Identification Authority of India, including
 - B. Clarifications issued by the **Purchaser.**
 - C. Technical and Commercial bid submitted by the **Vendor.**
 - D. Notification of award vide Order No._____ dated _____ issued to the Vendor.
 - E. Acceptance of notification of award by the Vendor vide Vendor Letter No._____ dated _____.
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 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 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	Item Description	No. of Units	Unit Rate	Taxes per unit	Total per Unit Cost [(6)=(4)+(5)]	Total Cost (including Taxes) (7)=(3)x(6)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						

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

6. Period of Contract : As per Clause 9 of Section III.

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 _____

Signature -----
Name -----
Designation -----
Address -----

Date -----
Place : New Delhi

In the presence of:

Signature -----
Name -----
Designation -----

Date -----
Place : New Delhi

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

Signature -----
Name -----
Designation -----
Address -----

Date -----
Place : New Delhi

In the presence of:

Signature -----
Name -----
Designation -----

Date -----
Place : New Delhi

Appendix B

PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee No.....

Date.....

To

Unique Identification Authority of India

Ministry of Electronics & Information Technology, Government of India

3rd Floor, Tower II, Jeevan Bharati Building,

Connaught Circus,

New Delhi-110001

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology, Government of India, on behalf of the CEO, UIDAI, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No..... dated.....valued at.....for "**Comprehensive Annual Maintenance Services of HP make IT Equipments**" and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).
2. We.....(Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.
3. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone

from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to Rs. (in words & figures) being the 10% of the value of the contract/notification of award.
 - (2) This Bank Guarantee will be valid upto; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

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

Appendix C

BIDDER'S PROFILE

A. General Information:

- (i) Location of Corporate Head Quarters:
- (ii) Date and Country of Incorporation:
- (iii) ROC Reference No.:
- (iv) Details of Registration with appropriate Authorities for Service:
- (v) Turnover
 - a. Average Turnover for last three years
 - b. Average Turnover for last three years from the maintenance of IT equipment (server, storage, networking, desktop, IT security product, software) services
- (vi) Geographical Distribution of the Vendor:
(Offices, locations to be specified with their respective staff strength)
- (vii) Total number of maintenance services of HP make IT Equipments provided:
 - a. In India
- (viii) Number of employees:
 - a. Total Number
 - b. Hardware and Software Maintenance

B. Similar Reference Sites

S No.	Customer Name and Address	Contact Person's Name, Designation, Phone/Fax No.	Name of Item Supplied/ date of supply	No. of Units Supplied

Appendix D

List of Locations where maintenance services needs to be provided

S No.	City	Address	Name of Contact Person
1	HEBBAL (BENGALURU)	UIDAI Data Center Complex CA Site No.1, NTI Layout, Rajiv Gandhi Nagar, Tata Nagar Entrance, Kodigehalli, Bangalore – 560092. INDIA	
2	MANESAR (Haryana)	UIDAI Data Center Complex Plot No.1, Sector M2, IMT, Manesar, Gurgaon, Haryana – 122050. INDIA	

Appendix E

BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee No.....

Date.....

To

**Unique Identification Authority of India
Ministry of Electronics & Information Technology, Government of India
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus, New Delhi-110001**

Dear Sirs,

1. In accordance with Invitation to Bid for “**Comprehensive Annual Maintenance Services of HP make IT Equipments**” under your Specification No..... M/s..... having its Registered/Head Office at..... (hereinafter called the ‘Bidder’) wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid upto on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the Bank at (local address) having our Head office at guarantee and undertake to pay immediately on demand by Unique Identification Authority of India, Ministry of Electronics & Information Technology, Government of India on behalf of the CEO, UIDAI, the amount of (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said ‘Owner’ shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to Rs. (in words & figures).
 - (2) This Bank Guarantee will be valid upto; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Dated.....

Appendix F

Statement of Undertaking from OEM

To

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

Sir,

Sub : Statement of Undertaking from OEM of HP make IT Equipments.
Ref : Bid No._____ covering “Comprehensive Annual Maintenance Contract (CAMC) of HP make IT Equipments” in the Data Centres of Unique Identification Authority of India in Hebbal (Bengaluru) and Manesar (Haryana).

We, _____, who are established and reputed manufacturers of _____, hereby authorize M/s _____ (Name and address of distributor/dealer) to bid, negotiate and conclude the order with UIDAI for the goods and services provided by us.

We shall remain responsible for the services to be provided by M/s _____ (Name and address of distributor/dealer), jointly and severally. We assure UIDAI that in the event of above mention distributor/dealer is not being able to fulfil its obligation as our Service Provider in respect of our standard annual maintenance contract terms and we would continue to meet our terms through alternative arrangements.

We also confirm that M/s _____ is our authorized service provider//system integrator and can hence provide services as per the bid document for our products.

Thanking you,

Yours faithfully,

(Signature)

For and on behalf of: _____ (name of OEM)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

NOTE: This letter of authority must be on the letterhead of the Manufacturer, must be signed by person competent to bind the OEM, and must be included by the bidder in its bid as specified in the Bid Document.