

F. No.D-11018/10/2016-Admin-II
Unique Identification Authority of India

2nd Floor, Tower-1, Jeevan Bharati Building,
Connaught Circus, New Delhi-110001.

Dated 11.08.2016

TENDER NOTICE

Subject:- Limited Tender for Onsite Comprehensive Annual Maintenance Contract (CAMC) of IT equipments in the office of UIDAI HQ, New Delhi

Unique Identification Authority of India (UIDAI), Headquarter invites sealed limited tender on behalf of President of India through Deputy Director (Admn) under **two bid systems i.e. “Technical and Financial bids”** for providing onsite Comprehensive AMC for IT equipments installed at UIDAI Head Office.

Bid Information Sheet

Bid submission	05/09/2016 (1500 Hrs)
Bid Opening	05/09/2016 (1600 Hrs) at UIDAI Conference Hall, 3 rd Floor, Jeevan Bharati Building, New Delhi-1
Declaration of bidders qualified for opening commercial bid	To be declared later,
Validity of Tender	90 (Ninety) days from the date of opening of the tender
Fee of the Tender Document (non-refundable)	Rs.100/- to be submitted in the form of DD/Pay Order in favour of “PAO, UIDAI”, payable at New Delhi.
Bid Security/EMD	Rs. 15,000/- (Fifteen Thousand Only) to be submitted in the form of DD/Pay Order in favour of “PAO, UIDAI”, Payable at New Delhi.
Performance Bank Guarantee(PBG)	10% of Contract Value, validity <u>60 Days</u> beyond the contractual period of one year as per Annexure-VI
Pre-bid Meeting	22/08/2016 (1500Hrs)

Important Note: Prospective Bidders are requested to remain updated for any notices/ amendments/clarifications etc. to the Tender Document through the websites www.eprocurement.gov.in / www.uidai.gov.in. No separate notifications will be issued for such notices/amendments/ clarifications etc. in the print media or individually.

Ratnesh Bharati,
Deputy Director (Admin)
Tel No. 011-23466842,
Email: ratnesh.bharati@uidai.net.in

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(Ratnesh Bharati)
Deputy Director (Admin)
Tel No. 011-23466842,
Website: www.uidai.gov.in

Section 1

BID INFORMATION AND INSTRUCTION TO BIDDERS

1.1 Obtaining Tender Document, Tender Fee:-

- 1.1.1 The Tender Document can be downloaded **free of cost** from the website of UIDAI, www.uidai.gov.in or www.eprocure.gov.in from the date mentioned in the **Bid Information Sheet**.
- 1.1.2 Prospective Bidders interested to participate in the bidding process are required to submit their offer in response to this Tender Document along with a non-refundable **Tender Fee of Rs. 100/-** (Rupees One Hundred only).
- 1.1.3 It may be noted that UIDAI, HQ is not liable to pay any amount/ expenditure / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses etc., regardless of the conduct or outcome of the Tendering process.

1.2 Earnest Money Deposit (EMD): -

- 1.2.1 The bidder shall be required to submit a sum of Rs.15000/-(Rupees fifteen thousand only) as Earnest Money Deposit (EMD). Bids not accompanied with EMD shall be summarily rejected unless otherwise exempted as per GOI regulations.
- 1.2.2 It shall be understood that the Tender Document has been sold/issued to the bidder and the bidder is permitted to bid in considerations of the stipulation on his/her part, that after submitting his/her bid, he/she will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to UIDAI, HQ.
- 1.2.3 Should the bidder fail to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.
- 1.2.4 The EMD of the successful bidder will be returned after submission of Performance Bank Guarantee as defined in this Tender Document and obtaining confirmation letter.
- 1.2.5 The EMD of the unsuccessful bidders shall be returned to them within a fortnight of issue of LOA to the successful bidder. UIDAI is not

liable to pay any interest thereon.

1.2.6 In case, it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money Deposit (EMD) of the bidder/s shall be forfeited.

1.2.7 In case the bidder withdraws the bid before opening of the financial bid, then the EMD of the respective bidder shall be forfeited.

1.3 Bid Submission:-

1.3.1 Two Bids system i.e. **Technical Bid and Financial Bid** has been envisaged under this Tender Document. Bids not accompanied EMD and Tender fee shall be summarily rejected **or else otherwise exempted**.

1.3.2 The Bidders shall submit their offer (Both **Technical** and **Financial** Bids in **separate sealed envelopes**) in line with this Tender Document. The last date for submission of bids is as mentioned in the Bid Information Sheet. No bids shall be accepted after the date and time as mentioned in Bid information sheet. Technical bids shall be opened on the same day as mentioned in the Bid Information Sheet. Date of opening of financial bids of the technically qualified bidders shall be notified later.

1.3.3 When the bid is submitted by a company/organization, bid shall be signed by the individual legally authorized to enter into commitments on their behalf. The bidder/s is/are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, bidders may not be qualified for which UIDAI reserves the right to reject.

1.4 **Method of Submission:-** The response to Tender Document is to be in the following manner:-

- 1.4.1 **Fee Envelope** – Superscribed as “**Fee Envelope**” containing “**Tender Fee & EMD**” at the top of the Envelope; and “Name & Address of the Bidder” on the left hand side bottom and shall contain:
- 1.4.1.1 DD/Pay order/Banker’s cheque of Rs. 100/- from any of the public sector banks or a private sector bank authorized to conduct government business towards “Tender Fee”.
- 1.4.1.2 DD/Pay order/Banker cheque of Rs. 15,000/- from any of the public sector banks or a private sector bank authorized to conduct government business towards “**EMD**”
- 1.4.2 “**Technical Bid Envelope**” - Superscribed as “**Technical Bid**” at the top of the Envelope; and “Name & Address of the Bidder” on the left hand side bottom. This envelope shall be sealed and shall contain “**Tender Document**”, **Annexure-I** by enclosing all the required documents as mentioned and **Annexure-III, IV & V**.
- 1.4.3 “**Financial Bid Envelope**” - Superscribed as “**Financial Bid**” at the top of the Envelope; and “Name & Address of the Bidder” on the left hand side bottom. It shall be sealed and shall contain the Financial bid as per the format mentioned in **Annexure-II**.
- 1.4.4 The Sealed “**Fee Envelope**”, “**Technical Bid envelope**” and the “**Financial Bid Envelope**” shall be placed in a bigger envelope Super scribed as “ **On-Site Comprehensive AMC of IT equipments for UIDAI HQ**” and shall be addressed to:

Deputy Director (Admin), UIDAI,
 2nd Floor, Tower-1,
 Jeevan Bharati Building, Connaught Circus, New Delhi-110001.
 -----Or -----
 To be dropped in the Tender Box located at UIDAI HQ
 2nd Floor, Tower-1,
 Jeevan Bharati Building, Connaught Circus, New Delhi-110001.

Note: **All the above documents should be signed & stamped on each and every page before submitting to avoid rejection.**

1.5 Bidders’ Eligibility Criteria:- Prospective Bidders shall submit duly signed and stamped Tender Document (amendments, if any) by the Authorized signatory with the following documents:

- 1.5.1 The bidder/service provider must have satisfactorily executed at least one AMC in each financial year during last three years i.e. in the year 2012-13, 2013-14 & 2014-15, costing of execution of AMC(s) should not be less than Rs.5.00 lakh in each financial year, in a Govt. Ministry or Department/PSUs/Reputed Private Firm/Company. Attach self-attested copies of work orders satisfactory performance certificate/report from user (s) organisation (s).
- 1.5.2 The bidder/service provider must have office/branch office in the jurisdiction of NCT of Delhi.
- 1.5.3 Annual turnover should be minimum Rs.10.00 lakh for last three financial years i.e. year 2012-13, 2013-14 & 2014-15 (Certificate by Statutory Auditor/Chartered Accountant of profit/loss statement of the Bidding Company in support of turnover).
- 1.5.4 P.A.N. Number in the name of the Bidder/Service provider.
- 1.5.5 Service Tax and and or VAT as applicable
- 1.5.6 Income Tax Return for last three Assessment Year (2013-14, 2014-15 and 2015-16)
- 1.5.7 Declaration for technical support and booking of complaints with sufficient nos. of telephones/Mob during office hours or as when required.
- 1.5.8 Letter of authorization in favor of the person to sign this tender and represent his/her company for this contract.

1.6 Financial Bid:-The prices quoted in the commercial bid should be without any conditions.

- 1.6.1 The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in **Annexure-II**.
- 1.6.2 The prices should be mentioned in Indian Rupees only in clearly readable format without any overwriting.
- 1.6.3 The Financial bid shall be on a fixed price basis, no price variation should be asked for relating to increase in customs duty, excise tax, dollar price variation, etc.
- 1.6.4 Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc. will be treated as being at variance and shall be liable for rejection.

- 1.6.5 The envelop consisting of Financial Offer shall be marked as “Financial Bid”
- 1.6.6 Prices quoted will be firm for the entire period of Contract.
- 1.6.7 It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost in the financial bid.
- 1.6.8 The financial bid should include incidental charges and customization charges if any.
- 1.6.9 The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- 1.6.10 In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- 1.6.11 The bidder must fill and submit the rates as per instructions given above. If the bidder does not quote a price/rate for any item in Form of Bid, his/her tender may be summarily rejected.

1.7 Validity of Tender Document :- The Bidder shall submit the response to Tender Document which shall remain valid up to Ninety (90) days from the date of opening of tender (“Bid Validity”). UIDAI reserves the right to reject any response to Tender Document which does not meet the aforementioned validity requirement.

1.8 Non Transferable Bid:- The tender is not transferable. Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract.

1.9 Deviations: The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. Bidders are advised not to make any corrections, additions or alterations in the original tender documents. If this condition is not complied with, tender is liable to be rejected.

1.10 Deadline for submission of bid: - The bid duly filled must be received by UIDAI at the address specified not later than the date and time mentioned in the “**Bid Information Sheet**”. Bid received later than the deadline prescribed for submission of tender by UIDAI shall be summarily rejected.

1.11 **Withdrawal of bid:-** No Tender can be withdrawn after submission and during Bid validity period. Submission of a Bid by a bidder implies that he had read all the Bid documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the job to be done, local conditions and other factors having any bearing on the required job.

1.12 **Opening of the bid:** Bids will be opened at the address mentioned in “Bid Information Sheet” in presence of bidders or authorized representatives of bidders who wish to attend the opening of tenders. Bidders or their authorized representatives who are present shall sign register in evidence of their attendance. Bidder’s name, presence or absence of requisite documents, total cost of project quoted or any other details as UIDAI, HQ may consider appropriate will be announced and recorded at the time of bid opening.

1.13 **Clarification of the bid:-** To assist the examination, evaluation and comparison of the tenders, UIDAI, HQ may at its discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on the bidder.

1.14 **Examination of the bids:-** A committee constituted by the **Competent Authority in UIDAI, HQ** shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the Competent Authority in UIDAI, HQ. Decision of UIDAI, HQ regarding responsiveness or non-responsiveness of a tender shall be final and binding.

1.15 **Canvassing:- No bidder** is permitted to **canvass to UIDAI on any matter** relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

1.16 **Right to accept any bid or reject all bids:-** UIDAI, HQ reserves the right to accept or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action. If the bidder, as individual or as a

partner of partnership firm, expires after the submission of his bid but before award of services, the UIDAI, HQ shall deem such bid as invalid.

1.17 **Clarifications/ Amendments:-** Amendment/s if any will be uploaded in the website of UIDAI/Central Public Procurement Portal (www.uidai.gov.in / www.eprocure.gov.in) for information of all concerned. All are requested to remain updated with the websites. No separate reply/ intimation will be given for the above, elsewhere.

1.18 **Cancellation of Contract:-** The UIDAI, HQ reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the UIDAI on the following circumstances:

- 1.18.1 The bidder has made the misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- 1.18.2 The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- 1.18.3 The bidder goes into liquidation voluntarily or otherwise
- 1.18.4 The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- 1.18.5 If deductions on account of penalties exceeds more than 10% of the total contract price.
- 1.18.6 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the UIDAI reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make the additional expenditure, which the UIDAI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- 1.18.7 UIDAI reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.
- 1.18.8 Performance Security (**Performance Bank Guarantee**) would be refunded to the Service Provider without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60

days of completion of all such obligations under the contract..

1.19 Important notes and instructions to Bidders:-

- 1.19.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 1.19.2 If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner whatsoever, UIDAI reserves the right to reject such response to Tender Document and/or cancel the Letter of Award, if issued and the EMD/PBG provided up to that stage shall be en-cashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to Tender Document.
- 1.19.3 Response submitted by the Bidder shall become the property of the UIDAI, HQ and the UIDAI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in **Clause 1.2.5**
- 1.19.4 All pages of the response to Tender Document submitted must be signed and stamped by the authorized person on behalf of the Bidder.
- 1.19.5 Bidders may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. The decision of UIDAI, HQ in this respect shall be final and binding.
- 1.19.6 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution. It shall also carefully read and understand all its obligations & liabilities given in tender documents.

- 1.19.7 Response to Tender Document that are incomplete, which do not substantially meet the requirements prescribed in this Tender Document, will be liable for rejection by UIDAI, HQ.
- 1.19.8 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 1.19.9 Non submission and/or submission of incomplete data/ information required under the provisions of Tender Document shall not be construed as waiver on the part of UIDAI, HQ of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- 1.19.10 Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.
- 1.19.11 UIDAI, HQ reserves the right to delete items from the schedule of requirements specified in the tender. UIDAI, HQ also reserves the right to alter the quantity (upto 50% Of the original contract) as per the actual requirement from time to time.
- 1.19.12 UIDAI, HQ will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.
- 1.19.13 The bidder shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

Section 2

Scope of the Work

Sealed quotations are invited for the Onsite Comprehensive Annual Maintenance Contract for Computer/Laptop/Printer/Servers/Online UPS and Networking Devices such as LAN Switches/Routers including LAN Cable, Wi-Fi Modems, Audio-Video Systems, etc and accessories installed in Unique Identification Authority of India (UIDAI) Headquarter at 2nd & 9th Floor, Tower-I and 3rd Floor, Tower-II, Jeevan Bharati Building, Connaught Circus, New Delhi-

2.2 The general scope of work includes.

- 2.2.1 The **Service Provider** would carry out onsite comprehensive AMC of all IT equipments/networking elements, online UPS, Wi-Fi Modems, AV systems, etc including repair/replacement of parts with the original and genuine parts (of the respective Original Equipments Manufacturer) of the same configuration, warranty and satisfaction except replacement of consumables i.e. UPS battery, Laptop battery and printer cartridges, which are not covered under AMC.
- 2.2.2 Detail of equipments and networking elements installed at UIDAI HQ has been given in **Annexure-IV**. However, new equipments purchased from time to time, after the expiry of warranty/guarantee period, will also come under this scope with no additional cost. UIDAI reserves the rights to add/remove any item from CAMC during the contract period.
- 2.2.3 To provide and maintain the required drivers, additional peripherals and hardware for maintaining the equipments.
- 2.2.4 Repairs/replacements to be carried out at the location of the equipment within 24 hrs. of registration of the complaint.
- 2.2.5 Standby/alternate arrangements to be made in case the equipment is to be taken to workshop for repairs. In these cases repair to be carried out within 03 working days failing which Rs.100/- per equipment per day will be penalized.

- 2.2.6 Support for users and troubleshooting of commercial software packages and removal of virus and re-installation of software, if corrupted and restoration of original data.
- 2.2.7 Coordination with OEMs for troubleshooting of the computer and other peripherals under warranty.
- 2.2.8 For the purpose of this AMC “Laptop; Notebook; Tablet (I-Pad); Netbook Computers; etc. are considered in the same class. They are referred to as ‘Laptop’ in this AMC.**
- 2.3 The **Service Provider** shall maintain the equipment as per manufacturer’s guidelines and shall use standard OEM components for replacement/repair. No replacement would be allowed without prior inspection and consent of Deputy Director (Admin).
- 2.4 The list of computers, Laptops, printers, UPSs, networking hardwares etc. is attached as **Annexure-IV..**
- 2.5 Replacement/Installation of consumable items and/or additional spare parts/software provided by UIDAI from time to time such as:
- 2.5.1 Replacement/ installation of printer cartridges, **Laptop batteries**, UPS Batteries.
- 2.5.2 Additional RAM, Hard disc drive, Software etc. as per functional requirement of user officer of UIDAI, if any.
- 2.5.3 Networking for new equipments and shifting, if any.
- 2.6 **Preventive Maintenance (PM)**:- A separate call/feedback report is to be filled up for the preventative maintenance. In unavoidable circumstances, the difference between two PMs shall not be in any case, more than 3 months on any machine to obtain a satisfactory working certificate. The Contractor shall perform quarterly preventive maintenance as under:-
- 2.6.1 Measurement of the electrical voltages level in different equipments and their sub-assemblies and adjusting the same, if necessary.
- 2.6.2 Checking of over-heated components and replacement thereof, if necessary.
- 2.6.3 Checking the flow of air circulation and taking corrective action, if required.
- 2.6.4 Checking the contacts of all power, signal connectors and correcting the same if required.

- 2.6.5 Running the diagnostic software on CPUs and resolving minor technical problems.
- 2.6.6 General cleaning of equipments (internal & external both) with blower / vacuum cleaner and wiping the surface of the system with a good quality cleaning liquid, cloth and brush etc. Blower/ vacuum cleaner, cleaning liquid, cloth, brush etc. is to be arranged by the **Service Provider**.
- 2.6.7 PM schedule to be made and a status of the activities undertaken to be reported to Deputy Director (Admin)/SO(Admin-IT).

2.7 **Breakdown Maintenance:-**

- 2.7.1 The breakdown maintenance services include basic maintenance services to be provided by the contractor to rectify the fault or breakdown including carrying out necessary repairs, supply and replacement of faulty & defective parts to the satisfaction of the user.
- 2.7.2 The details like the date & time of occurrence of fault, date & time when fault was acknowledged by the Service Engineer and the date & time when the fault was rectified to the satisfaction of the user, shall be updated by the Service Engineer on the Call Report basis signed by the user of equipment & shall form the basis of calculation of downtime or uptime of the equipment.
- 2.7.3 The bidder shall intimate the status of complaints pending / rectified on a fortnightly basis. The contractor shall also submit a consolidated report furnishing the details of calls attended, remedial action taken and their status on a monthly basis.
- 2.7.4 In case it is not possible to repair any equipment for its unit at the site, it can be sent to Contractors Workshop after due authorisation. It will be sole responsibility of contractor to take the defective parts / computer to the workshop with prior permission of **DD (Admin)** & bring it back to the same site after repairs. Any cost incurred towards transportation of the faulty / repaired as well as standby equipment shall be borne by the Contractor. In case where equipments having storage devices like HDDs are to be taken to the Contractors Workshop, it will be sole responsibility of the contractor to detach the storage device and hand it over to SO (Admin- IT) under signature.
- 2.7.5 In case any component / part is required to be replaced to rectify the fault, the same shall be provided by the **Service Provider** at the earliest & the machine

shall be set functional in the resolution time. If the fault is not rectified within this period, **Service Provider** shall provide a backup equivalent computer system / printer / peripherals etc. for use. UIDAI HQ will make no payment for use of backup equipments.

2.8. In case any equipment is declared as unserviceable/beyond economic repairs (if repair cost is more than 50% of the original cost of new replacement), the same shall be provided by UIDAI. The decision of DD (Admin) would be final and binding to Service Provider in all respects.

2.9 Exclusion: - The service here under does not cover maintenance services required to repair the damages to equipment arising out of:-

2.9.1 Fire, floods, windstorm, riots, strikes, acts of god, rodents, acts of the state or acts of the public enemy or any event beyond the control of the **bidder**.

2.9.2 Attachment of **non-vendor equipment** or alteration of the equipment.

2.9.3 Causes external to the equipment that is not supplied by the vendor.

SECTION 3

BID EVALUATION

3. Technical Bid evaluation

After bid opening, Technical & Commercial bids submitted by those Bidders who have furnished the tender fee and EMD shall be evaluated by a committee constituted by UIDAI, HQ.

The bids to be determined as substantially responsive shall be evaluated by the committee for technical compliance. The bidder must submit all necessary authentic data with necessary supporting certificates of the various items of technical evaluation criteria as per **clause 1.5** of this Tender Document, failing which his/her tender is liable to be rejected.

3.1 Financial Bid Evaluation:

Bidders qualified after Technical evaluation shall be notified of financial bid opening date & time. Representative of qualified bidders desirous of attending the financial bid opening may join the same at scheduled date and time at UIDAI, Headquarter.

Financial bids of those bidders shall be opened whose technical bids shall be found responsive and accepted by the Competent Financial Authority in UIDAI, Headquarter. The bidder, whose overall quoted rate (**Total Annual Cost of AMC contract**) of **Financial Bid-Annexure-II**, shall be the lowest, would be selected as the successful bidder.

3.2 Award of Contract

UIDAI, HQ shall issue LoA (Letter of Award) in duplicate to the successful bidder in writing by a Registered Letter/Courier/Speed Post/E-mail or as per bearer. Duly signed and stamped duplicate copy of LoA has to be returned by the selected bidder within a week of receipt of LoA as token of his/her acceptance in totality. This shall constitute a legal and binding contract between UIDAI and the selected bidder.

The successful Bidder shall be required to furnish “**Performance Bank Guarantee**” of **10% of the annual value of the contract** in the form of an Account Payee Demand Draft, Fixed Deposit, Banker’s Cheque or Bank Guarantee in the defined form from any of the scheduled Commercial Banks drawn in favour of PAO, UIDAI, New Delhi. The Performance Security deposit will be refunded without interest only after satisfactory completion of the contract.

Successful bidder is required to submit performance bank guarantee (PBG) of as per timeline defined in this bid document. Duly signed and stamped Contract Agreement on stamp paper of requisite value has to be submitted to UIDAI, HQ within one week of issuance of LoA.

SECTION 4

4. GENERAL CONDITIONS OF CONTRACT (GCC)

General Terms and Conditions of Tender:

The Bidder is required to give confirmation of their acceptance of the General Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. [Service Provider](#) in the Contract) as selected by the [UIDAI](#). Failure to do so may result in rejection of the Bid submitted by the Bidder.

- 4.1 **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 4.2 **Effective Date of the Contract:** The contract shall commence from the date of awarding of the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- 4.3 **Penalty for use of Undue influence:** The [Service Provider](#) undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the [UIDAI](#) or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the [Service Provider](#) or any one employed by him or acting on his behalf (whether with or without the knowledge of the [Service Provider](#)) or the commission of any offers by the [Service Provider](#) or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the [UIDAI](#) to cancel the

contract and all or any other contracts with the [Service Provider](#) and recover from the [Service Provider](#) the amount of any loss arising from such cancellation. A decision of the [UIDAI](#) or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the [Service Provider](#). Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the [Service Provider](#) towards any officer/employee of the [UIDAI](#) or to any other person in a position to influence any officer/employee of the [UIDAI](#) for showing any favour in relation to this or any other contract, shall render the [Service Provider](#) to such liability/ penalty as the [UIDAI](#) may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the [UIDAI](#).

- 4.4 **Agents / Vendor Commission** : The [Service Provider](#) shall confirm and declare to the [UIDAI](#) that the [Service Provider](#) is the original Service provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the [Service Provider](#); nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The [Service Provider](#) agrees that if it is established at any time to the satisfaction of the [UIDAI](#) that the present declaration is in any way incorrect or if at a later stage it is discovered by the [UIDAI](#) that the [Service Provider](#) has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the [Service Provider](#) will be liable to refund that amount to the [UIDAI](#). The [Service Provider](#) will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The [UIDAI](#) will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the [Service Provider](#) who shall in such an event be liable to refund all payments made by the [UIDAI](#) in terms of Contract along with interest at the rate of 2% per annum above the lending rate of GoI to States/UTs (Presently 8.75%). The [UIDAI](#) will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

- 4.5 **Access to Books of Accounts:** In case it is found to the satisfaction of the UIDAI that the Service Provider has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Vendor Commission and penalty for use of undue influence, the Service Provider, on a specific request of the UIDAI, shall provide necessary information/ inspection of the relevant financial documents/information.
- 4.6 **Non-disclosure of Contract documents:** Except with the written consent of the UIDAI/ Service Provider, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 4.7 **Liquidated Damages:** In the event of the Service Provider's failure to submit the Bonds, Guarantees and Documents, supply/deployment of services as specified in this contract, the UIDAI may, at his discretion, withhold any payment until the completion of the contract. The UIDAI may also deduct from the Service Provider as agreed, **liquidated damages** to the sum of **0.5% of the contract price of the delayed/undelivered services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the contractual value.**
- 4.8 **Termination of Agreement:** Without prejudice to what is contained hereinabove, UIDAI, Headquarter shall at its sole and absolute discretion, be entitled to terminate this agreement by giving one month's notice in writing of the intention to terminate without specifying any reason(s) without assigning any reason and without payment of any compensation, thereof.
- 4.8.1 In the opinion of UIDAI (which shall not be called in question by the Vendor and shall be binding on the Vendor) the Vendor fails or refuses to implement this agreement to UIDAI's satisfaction, and/or
- 4.8.2 the Vendor commits a breach of any terms and conditions of this agreement, and/or

- 4.8.3 the Vendor is adjudged an insolvent or a compromise is entered by him with his creditors or if distress or execution or other process is levied upon or receiver is appointed of any part of the assets or property of Vendor, and/or
- 4.8.4 for any reason whatsoever, the Vendor becomes disentitled in law to perform his obligations under this agreement, and/or
- 4.8.5 There is no variation in the ownership/partnership or management of the [Service Provider](#) or his business without prior intimation in writing to UIDAI of such variation.
- 4.8.6 If, UIDAI, Headquarter notices that the [Service Provider](#) has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- 4.9 **Events upon Termination:** In the event of termination of this agreement for any reason whatsoever, the Vendor/or persons employed by him shall not be entitled for any sum or sums whatsoever from UIDAI by way of compensation, damages or otherwise except for the accrued payments till the end date of this Agreement. On termination of the contract, the [Service Provider](#) shall take steps to withdraw all the services provided in a smooth and orderly manner.
- 4.10 **Governing Law and Jurisdiction:** This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts of Delhi where UIDAI has its headquarter shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.
- 4.11 **Force Majeure :** Notwithstanding the provisions of tender, the [Service Provider](#) shall not be liable for forfeiture of its performance security, Penalties or termination for default, if and to the Tender document for IT FMS at UIDAI, HQ 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.
- 4.11.1 For purpose of this clause, "Force majeure" means an event beyond the control of the [Service Provider](#) and not involving the [Service Provider](#)'s fault

or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a “Force majeure” situation exists or not, shall be decided by UIDAI, HQ and its decision shall be final and binding on the [Service Provider](#) and all other concerned.

4.11.2 In the event that the [Service Provider](#) is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond **07 Days**, UIDAI HQ has the right to terminate the contract in which case, the contractual guarantees and warranties shall be refunded to him.

4.11.3 If a force majeure situation arises, the [Service Provider](#) shall notify UIDAI, HQ in writing promptly, not later than **2 days** from the date such situation arises. The [Service Provider](#) shall notify UIDAI, HQ not later than **2 days** of cessation of force majeure conditions. After examining the cases, UIDAI HQ shall decide and grant suitable additional time for the completion of the Work, if required.

4.12 Termination for Insolvency

UIDAI, HQ may at any time terminate the Contract by giving written notice to the [Service Provider](#), if he/she becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the [Service Provider](#), provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to UIDAI, HQ.

4.13 **Notice:-**All notices, requests, claims, demands and other communications between the parties shall be in writing and shall be given (i) by delivery in person or (ii) by registered mail, postage prepaid, or (iv) by facsimile or (v) by electronic mail to the address of the party specified in this Agreement or such other address as either party may specify in writing.

All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

- 4.14 **Dispute Resolution:** In case of any dispute between the Vendor and UIDAI arising out of or in relation to this Agreement, the dispute shall be referred to a sole Arbitrator to be appointed by UIDAI and the decision of such Arbitrator shall be conclusive and binding on both the parties. The arbitration proceedings shall be held in English language and the venue shall be in Delhi and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The Courts of Delhi will have jurisdiction over all legal disputes under this Agreement.
- 4.15 **Transfer and Sub-letting:** The [Service Provider](#) has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- 4.16 **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
- 4.17 **Taxes and Duties:** The price shall include all applicable taxes, duties, levies, statutory obligations, etc. Any change in any duty/tax upward/downward as a result of any statutory variation takes place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the service provider/Vendor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the [UIDAI](#) by the [Service Provider](#). All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the [Service Provider](#).

Section-5

Special Conditions of Contract (SCC)

5. Special Condition of Contract (SCC)

5.1 The Service Provider shall provide all necessary and required hardware and software tools to the deployed personnel to undertake the CMAC.

5.1.1 On expiry of the contract, the bidder shall hand over the systems in perfect working condition to UIDAI, failing which Performance Bank Guarantee (PBG) shall be forfeited.

5.1.2 The Contract cost shall remain fixed even if there is an increase in the IT assets like nos. of Servers and Desktops, Printers, LAN/WAN Components, etc. during the contractual period.

5.1.3 The Service Provider will take the responsibility of installation of free-wares for bandwidth utilization of network (NMS) and Internet and other necessary software as and when required.

5.2. The contract will be valid for a period of one year initially with effect from date of award of the contract. However, the contract may be extended further for a period of two years on year to year basis on the request of bidder, at the same rates, terms and conditions as in the present contract subject to satisfactory performance. The grant of extension of contract will be at the sole discretion of the competent authority of UIDAI, Headquarter.

5.3 A committee would review the performance on quarterly basis.

The service provider shall furnish the following reports as per the frequency below:

5.3.1 **Monthly fault booking/rectification logs.**

5.3.2 **Quarterly - IT-Asset Report.**

5.3.3 **Monthly Maintenance of Logs of the system (Router/Servers, etc).**

5.3.4 The deliverable report shall be either on paper or via email as convenient. Either review or time stamped messages shall authenticate validity.

5.3.5 Service tax/VAT returns statement of Service Provider.

5.4 **Payment Terms:**

5.4.1. No Payment shall be made in advance neither to the Service Provider nor any loan from any bank or financial institution be recommended on the basis of work awarded.

5.4.2. Payment will be released only on submission of Invoice/Bill duly completed in all respect, certified by Section Officer (Admin- IT) nominated among the deployed personnel and PBG confirmation from the issuing bank.

5.4.3. Payments towards CAMC shall be made on monthly basis after deduction of taxes and duties as applicable every month, on verification of Bills certified by SO (Admin-IT), UIDAI HQ.

5.4.4. All payment shall be made by ECS/RTGS/e-payment only and UIDAI, Headquarter shall be at liberty to withhold any of the payment in full or in part subject to recovery of penalties as mentioned in **clause 5.5**. TDS as applicable will be recovered from the bills.

5.5 **Penalty:** Breakdown/failure of services shall be attended immediately (within three hours on the same day) including Saturday, Sunday and Holidays. If the failure continues for more than one working day, this office may impose the following penalty:

5.5.1. Fault continues for more than one working day.

Sr No		Penalty (₹)
1	Single user unit (Desktop, Laptop, Printer, scanner, Wi-Fi Terminal, CCTV, Projector, AV System, BAS terminal, etc.)	Rs. 100/-per unit/Occasion
2	Multi user system (Server, Firewall, Network Switch, Router, Network Printers, Online UPS, etc.)	Rs. 250/-per unit/Occasion

5.5.2. The above penalties shall be doubled, if the failure continues up to the duration of 48.00 Hrs.

5.5.3. If the systems (part/full) failure continues beyond 48:00 Hrs, in such case contract would be suspended & performance security will be forfeited **OR** UIDAI reserves the right to get services from open market and the amount so paid shall be recovered either from the bills due or by en-cashing PBG.

5.5.4. The bidder shall maintain a proper record of the complete IT system as per the requirement of UIDAI, HQ and update regularly. The vendor shall also maintain a logbook and shall record every complaints/faults/failures. The bidder shall furnish the helpline telephone numbers (for office hours), besides mobile numbers of engineers and e-mail address, on which they can be contacted if needed at odd hours for any repair/maintenance purposes.

5.5.5. If monthly fault/rectification report is not submitted in the 1st week of the next month, there shall be penalty @ Rs. 200/- for every delayed week.

5.5.6. If Quarterly IT asset report is not submitted in the 1st week of the next

quarter, there shall be penalty @ Rs. 200/- for every delayed week.

- 5.5.7. If monthly log report is not submitted in the 1st week of the next month, there shall be penalty @ Rs. 200/- for every delayed week.
- 5.6 The contract may be terminated by giving one month's notice in writing by either party.
- 5.7 The services of maintenance personnel/engineer may vary as per need basis and would be assessed as and when required.
- 5.8 The Service Provider should comply with the statutory provisions of the labour laws, minimum wages, bonus, Employee's State Insurance PF, (ESI) etc.
- 5.9 Smoking/Intoxication is strictly prohibited in office premises.
- 5.10 UIDAI, Headquarter may terminate the contract due to any breach of terms and conditions at the risk and cost of the bidder. Any sum of money due and payable to the Service Provider (including Security deposit) under this contract may be appropriated by UIDAI and set off the same against any claim of UIDAI arising out of this contract.
- 5.11 The Service Provider shall also ensure effective supervision of the IT equipments for efficient service in the premise of UIDAI, HQ (2nd & 9th Floors, Tower-1 and 3rd Floor, Tower-II, Jeevan Bharati Building).
- 5.12 Any matter during the period of contract, which has not been

specifically covered in the agreement, shall be decided by the competent authority in UIDAI, Headquarter whose decision shall be final and conclusive.

- 5.13** A complaint register will be kept at the designated spot in which users will record their complaints related to AMC and the [Service Provider](#) has to ensure its rectification duly verified by the users/complainants. In case of failure penalty shall impose as per **clause 5.5**.
- 5.14 The [Service Provider](#) will take care of network fine-tuning, server fine-tuning and other hardware/software troubleshooting on the server and client machine including new installation of Hardware and software if needed be.
- 5.15 The [Service Provider](#) except thereof shall move no equipment or part without written consent of Head of Office / DD (Admin), UIDAI, HQ outside the premises.
- 5.16 The [Service Provider](#) shall be responsible for any consequential losses or liabilities arising out of misuse of the IT assets and their allied components owned by UIDAI,HQ by any of the following means:
- 5.16.1 Improper use or operation outside of the specification for the product.
 - 5.16.2 Abuse, negligence, accident, loss or damage in transit.
 - 5.16.3 Unauthorized or improper maintenance or repair, etc.
- 5.17 The [Service Provider](#) shall ensure that no documentation, Procedure/policies, software is sent out of UIDAI premises or misused.

Technical Bid

1. Name of Bidder company /proprietor /firm/Agency: _____

2. Type (Limited Co./Partnership/Proprietor) _____
(Please enclose copy of Registration)

3. Name of proprietor / Director _____
of Bidder company /firm/Agency:

G. Full Address of Registered Office/Branch Office _____
in NCT of Delhi(Enclose Self attested Copy)

Telephone No: _____

Fax No: _____

E-mail Address: _____

Mob No: _____

5. PAN No: _____

6. Service Tax Registration No: _____
(Enclose Self attested Copy)

7. E.P.F. Registration No: _____
(Enclose Self attested Copy)

8. E.S.I. Registration No: _____
(Enclose Self attested Copy)

9. Income Tax Return Statement/ _____

Certificate (Enclose self attested
Copies of Assessment year
2012-13, 2013-14 & 2014-15) _____

10. Bank A/C details of the Vendor _____
(Enclose self attested copy)

11. Details of EMD & Tender Fee: _____

12. Performance certificate of _____

Executed contracts by Vendor as per,
Bid Clause **1.5.3** during FY 2012-13,
2013-14 & 2014-15 (Enclose self attested copy)

13. Give details of the major contracts as per **Bid Clause 1.5.3** handled by the Bidder Company/ firm/ Vendor in PSUs or Government Departments or any reputed organizations during the last three years by enclosing self-attested copies of work orders:

Sr No	Name of the Organization	Contact No. Of the client organization & Details of contact person	Financial Year	Duration of contract		Annual Contract Value (in Lakhs)	(enclose copies of work order)
				From date	To date		
1			2012-13				
2			2013-14				
3			2014-15				

14. The Bidder is having a financial turnover of minimum Rs. **10 Lakh** (Rupees Ten Lakh only) per annum during the last three years by enclosing CA certified copy of balance sheet:-

Financial Year	Amount (Rs. Lakhs)	Remarks, if any
2012-13		
2013-14		
2014-15		

Signature of authorized person

Date:

Name:

Place:

Seal

Financial Bid

**Sub: Quoted rates in response to NIT No.: F.No.D-11018/10/2016-Admin-II
dated:xx/xx/2016 for CAMC of IT equipments at UIDAI, Headquarter, New Delhi.**

Cost Break – up

Sr. No	Description	Annual cost excluding applicable taxes in Figures(Rs)	Annual cost excluding applicable taxes in words(Rs)
1	Cost of comprehensive AMC of IT equipments installed at UIDAI HQ as per Annexure-IV		

Note:

1. Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
2. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
3. The values (both in figures and words) should be clear and there should be no overwriting. In case of the overwriting, UIDAI reserves the right to take decision accordingly.
4. In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
5. All figures are to be rounded off to the nearest absolute Rupee only. Any figures given in paisa will be not considered.
6. * The quoted total cost shall include all statutory deductions such as EPF, ESI, etc. as applicable.

Signature of authorized person

Date:

Name:

Place:

Seal

UNDERTAKING

1. I/ We undertake that I/ we have carefully studied all the terms and conditions and understood the parameters of the proposed work of the office of Unique Identification Authority of India and shall abide by them.
2. I/ We also undertake that I/ We have understood “Parameters and Technical Specifications for conducting the Work” mentioned in the Tender No. dated xx.x.2016 and shall conduct the work strictly as per these “Parameters and Technical Specifications for conducting the work”.
3. I/ We hereby certify that none of my relative(s) are employed in UIDAI office.
4. I/We hereby certify that my firm neither has been blacklisted by any Government Department nor any criminal case has been registered against the firm or its owner/partners anywhere in India.
5. The bidder must have expertise in on-site maintenance and repair of computers, laser jet printers, color printer, inkjet, network components, peripherals and other hardware parts and accessories.
6. I/We have the sufficient technical support facility round the clock to facilitate UIDAI in attending and rectifying complaints received under the contract with sufficient numbers of telephone.
7. I/ We further undertake that the information given in this tender are true and correct in all respect and we hold the responsibility for the same.

Signature of authorized person

Date:

Name:

Place:

Seal

F.No.D-11018/10/2016-Admin-II
Unique Identification Authority of India

Annexure-IV

Details of IT Assets installed at UIDAI HQ

Sr No.	Description of IT Equipment	Qty
1.	Desktop PCs (CPU) (HP, HCL, DELL,etc.)	182
2.	FAX (Canon)	01
3.	Firewall (CISCO)	01
4.	LCD (LG, Samsung, Sony etc)	26
5.	LCD Monitor	182
6.	Printers (HP, Canon)	107
7.	Scanner (HP)	18
8.	Server (HCL, HP)	09
9.	Wireless Router (CISCO, Belkin, D-Link, TP Link, etc.)	22
10.	Switch (CISCO, D-Link, HP)	22
11.	Router (CISCO)	01
12.	On Line UPS	05
13.	Projector cum television (Sony)	02
14.	AV system, Amplifier (Sony/Bosch),etc.	02
15.	Laptops (Dell, HP, Apple, Sony, Compaq make) (For the purpose of this AMC “Laptop; Notebook; Tablet (I-Pad); Netbook Computers, etc. are considered in the same class. They are referred to as ‘Laptop’ in this AMC)	89

The above quantity of IT Assets is tentative, may increase/decrease depending upon the actual use by the deployed staff/officials.

F.No.D-11018/10/2016-Admin-II
Unique Identification Authority of India

Annexure-V

Draft Contract Agreement
(To be executed on Rs. 100/- stamp Papers)

This Agreement is made at New Delhi on the _____ day of _____ 2016 between Deputy Director(Admin), UIDAI Headquarter, 2nd Floor,Tower-1, Jeevan Bharati Building, Connaught Circus, New Delhi on Behalf of President of India hereinafter called “the UIDAI ” of the one part and _____(Name of Service Provider) (Address of Service Provider) _____ of _____ hereinafter called “the Service Provider” of the other part.

Whereas the UIDAI is desirous that certain Works should be executed, viz IT Facility Management Service at Unique Identification Authority of India, Headquarter (UIDAI, HQ) (as described on these bidding documents) hereinafter called “the Works” and has accepted a bid by the Service Provider for the execution and completion of such works and the remedying of defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read / construed as part of this Agreement, viz:
 - Letter of Award and Acceptance
 - Bid Information Sheet
 - Bid information and Instructions to Bidders
 - Bid Evaluation
 - Special Conditions of Contract (SCC)
 - General Conditions of Contract (GCC)
 - Formats for submission of Bid (Annexure-I,II,III,IV &IV)
3. In consideration of the payments to be made by the UIDAI to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the UIDAI to execute and complete the works w.e.f.** _____ to _____ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The UIDAI hereby covenants to pay the Service Provider in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of **Rs_____ being the sum stated in the letter of award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Jurisdiction of Court: The Courts at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes arising out this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Service Provider
(Headquarter)

For and on behalf of the UIDAI

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Service Provider

Stamp/Seal of the UIDAI

SIGNED, SEALED AND DELIVERED

By the said _____ By the said _____

Name _____ on behalf of Name _____ on behalf of

the Service Provider in the presence of:

the UIDAI in the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Note:

**Blanks to be filled by the UIDAI at the time of finalization of the Form of Agreement.

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
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus, New Delhi-110001

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Government of India, on behalf of the President of India, (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..... (scope of Contract) 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 not withstanding any difference

between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

3. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
4. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to Rs. (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.....