

Bid No.T-11014/57/2013-Tech/ (Part) Procurement/5

Dated 29 Sep 2016

BID DOCUMENT

FOR

Supply, Installation, Commissioning and Warranty cum Support

for

Hardware & Software

(QualysGuard)

29 September, 2016

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA,
GOVERNMENT OF INDIA,
NEW DELHI**

Table of Contents

1 SECTION I – Invitation to Bid 3

1.1 Preamble 3

1.2 Schedule for Invitation to Bid 5

1.2.1 Important Dates 5

1.3 Check list..... 6

1.3.1 Check List of Eligibility Criteria documents/supporting documents to be uploaded in the Technical Bid 6

1.3.2 Check List of Annexe / Appendix to be uploaded in Technical Bid 8

1.3.3 Check List of Annexe / Appendix to be uploaded in the Commercial Bid 9

1.4 Procedure for Submission of Online Bids on CPP Portal 9

1.4.1 Registration..... 9

1.4.2 Searching for tender documents..... 10

1.4.3 Preparation of bids 10

1.4.4 Submission of bids..... 11

1.4.5 Assistance to bidders..... 12

1 SECTION I – Invitation to Bid

1.1 Preamble

This invitation to bid is for “**Supply, Installation, Commissioning and Warranty cum Support for Hardware & Software**” in the Data Centers of Unique Identification Authority of India in Hebbal (Bengaluru) and Manesar (Haryana).

a) Bidders are advised to study the Bid document carefully. Online submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Offers prepared in accordance with the procedures enumerated in **Clause 1 of Section II** should be submitted online only CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 1.2.1**. Tenderer/Contractor are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’. Bid documents may be scanned with **100 dpi with black and white option** which helps in reducing size of the scanned document.

Manual bids shall not be accepted.

b) 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 tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.

c) 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.

d) 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 1.2 on or before bid opening date/time as mentioned in Important Dates section. The Bidder is required to pay Rs.100/- (Rupees One Hundred Only) towards Bid Document Fee, at the time of submission of Bids, 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.** Tenderer shall likely to be liable for legal action 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.

e) All Bids must be accompanied by an EMD (Earnest Money Deposit) / Bid Security of Rs. 2,00,000/- (Rupees Two Lakh only) except those bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Communication and Information Technology (MCIT).

f) The detailed Scope of Work has been included in the RFP for selection of Bidder for “Supply, Installation, Commissioning and Warranty cum Support for Hardware & Software”. The eligibility criteria for the bidders should be fulfilled for consideration of the bid.

g) The tender fee is non-refundable. The RFP will be available on all working days during office hours till the last date & time of submission of bids.

h) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

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

1.2 Schedule for Invitation to Bid

a)	Name of the Purchaser	Chief Executive Officer (CEO), Unique Identification Authority of India, MeitY, Govt. of India (Gol), 3 rd Floor, Tower II, Jeevan Bharti Building, Connaught Circus,New Delhi – 110001
b)	Address at which bids are to be submitted in the tender Box provided at	The Deputy Director General (Technology) Unique Identification Authority of India (UIDAI), MeitY, Govt. of India (Gol), 3 rd Floor, Tower II, Jeevan Bharti Building, Connaught Circus,New Delhi – 110001
c)	Closing Time and Date for receipt of bids	On or before 1500 hours of 01 November, 2016
d)	Name of the Contact Person for any clarification	Assistant Director General (Technology), Unique Identification Authority of India (UIDAI), MeitY, Govt. of India (Gol), 9th Floor, Tower I, Jeevan Bharti Building, Connaught Circus,New Delhi – 110001 Queries should be submitted via E-mail and by paper copy through post E-mail – sunil.agrawal@uidai.net.in
e)	Date till which the response to the bid should be valid	180 days from the date of opening of Bids.

1.2.1 Important Dates

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

Activity	Date
Release / Issue of Bid Document	29.09.2016
Pre-Bid Meeting (Venue:- Conference Hall, 3 rd Floor, Tower II, UIDAI Hqr)	06.10.2016 at 1500 hrs
Last date for submission of written queries for clarifications on Bid document	14.10.2016
Last date for reply to written queries of prospective bidders	21.10.2016
Last date & time of submission of Bids	01.11.2016 at 1000 hrs
Opening of Technical Bids	01.11.2016 at 1500 hrs
Opening of Commercial Bids	To be informed later

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

1.3 Check list

- a) Please check whether following have been enclosed in the respective covers, namely, Technical Bid and Commercial Bid:
- b) Check list (as in Table-1 and Table-2 below) should be duly filled, signed and scanned and should be made part of Packet – 1 to be uploaded as part of Technical Bid. The Annexures supporting the above list shall be placed in the Packet-1.
- c) Check-list (as in Table-3below) should be duly filled, signed and scanned and should be made part of the Packet-2 to be uploaded as part of Commercial Bid. The Annexures supporting the above list shall be placed in the Packet-2.

Table - 1

1.3.1 Check List of Eligibility Criteria documents/supporting documents to be uploaded in the Technical Bid

S. No.	Eligibility Criteria	Whether Uploaded(Y/N)
(i)	Signed and Scanned Copy of acknowledgement from UIDAI for receipt of Bid Document Fee.	
(ii)	Signed and Scanned Copy of Bid Security of the prescribed amount as per Section I - 1 (b) and validity pursuant to Clause 2.12 of Section II	
(iii)	Bidder's Profile in the format prescribed in Appendix D of Section VI	
(iv)	The bidder should not be blacklisted / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs. Undertaking from bidder in this regard to be submitted.	
(v)	Bidder should have a valid Sales Tax Number/ VAT Number, PAN Number and PF code and to submit a self-attested copies of these documents.	
(vi)	OEM or Bidder should have ISO Certificate 9001 or any other equivalent or better quality certification.	
(vii)	The Bidder should be an Information Technology (IT) Company and should have been in the business of manufacture/sale/installation and commissioning of IT hardware and software, for the last 5 years ending 31.03.2016. The bidder should provide Manufacture Authorization Form from OEM as per Tech Bid Annexe 4.1.8 of OEMs of Hardware and software.	
(viii)	The Bidder should have average annual turnover of	

	<p>Rs. 40 Lakh (Rupees Forty Lakh Only) from sales of Hardware, software and Services 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 copy Memorandum of Association (MOA), 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 sheets, a Certificate from the Statutory Auditor/Chartered Accountant of the Bidder's Company certifying the turnover of the Bidder in the last three financial years would be acceptable.</p>	
(ix)	<p>The bidder must have completed at least</p> <p>a) One Project of the value of at least Rs. 32,00,000/- (Thirty Two Lakh only) Or</p> <p>b) Two Projects of the value of at least Rs.20,00,000/- (Twenty Lakh Only) Or</p> <p>c) Three (3) purchase orders in India each of the value of at least Rs. 16,00,000/- (Sixteen Lakh only)</p> <p>Comprising of supply, installation and commissioning of Hardware, software and Services in the last 5 financial years ended on 31.03.2016. For each of such order, the bidder should submit the following :</p> <p>d) Copy of each such purchase order clearly indicating the value of the Order.</p> <p>e) A certificate in original from the Statutory Auditor/ Chartered Accountant / Company Secretary/ Director of the bidder's company indicating and certifying the value of the components relating to supply, installation and commissioning of Hardware and software.</p> <p>f) A copy of completion certificate from respective</p>	

	customers indicating satisfactory execution of such order/contract /payment milestones of customer.	
(x)	The bidder must be a registered company in India registered under Companies Act 1956 and shall provide valid registration certificate of incorporation and have its own maintenance/support infrastructure facilities in India in respect of all goods/services covered in this bid.	
(xi)	The bidder should provide the support at UIDAI office in Bengaluru and NCR Delhi/Manesar.	
(xii)	Signed and Scanned Copy of Notarized Power of Attorney executed by the Bidder in favor of the person signing the bid document certifying him as an authorized signatory for the purpose of this Bid	
(xiii)	Bidder should provide the MAF (as per Annexure 4.1.8) from all the OEM of product as asked in Section V	

Table - 2**1.3.2 Check List of Annexe / Appendix to be uploaded in Technical Bid**

S. No.	Description	Whether uploaded(Y/N)
(i)	Signed and Scanned Copy of Bid Particular under Technical Bid (Annexe 4.1.1)	
(ii)	Signed and Scanned Copy of Technical Bid Letter (Annexe 4.1.2)	
(iii)	Signed and Scanned Copy of Declaration For The Goods Offered (Annexe 4.1.3)	
(iv)	Signed and Scanned Copy of Statement of Deviation(s) from Schedule of Requirements (Annexe 4.1.4)	
(v)	Signed and Scanned Copy of Statement of Deviation(s) from Tender Terms & Conditions (Annexe 4.1.5)	
(vi)	Signed and Scanned Copy of Delivery Schedule (Annexe 4.1.6)	
(vii)	Signed and Scanned Copy of Warranty (Annexe 4.1.7)	
(viii)	Signed and Scanned Copy of Manufacturer's Authorization Form (Annexe 4.1.8)	
(ix)	Signed and Scanned Copy of Statement of Undertaking from OEM (Appendix E)	

Table – 3**1.3.3 Check List of Annexe / Appendix to be uploaded in the Commercial Bid**

S. No.	Description	Whether Uploaded(Y/N)
(i)	Signed and Scanned Copy of Bid Particulars under commercial Bid (Annexe 4.2.1)	
(ii)	Signed and Scanned Copy of Commercial Bid Letter (Annexe 4.2.2)	
(iii)	Signed and Scanned Copy of Cost of Hardware & Software and Warranty cum Support for three years (Annexe 4.2.3) in the form of BOQ_QG.xls(This can be downloaded during online submission and can be submitted online itself)	

1.4 Procedure for Submission of Online Bids on CPP Portal

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

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

1.4.1 Registration

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

- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

1.4.2 Searching for tender documents

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

1.4.3 Preparation of bids

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. 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.

1.4.4 Submission of bids

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder 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 colored (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 (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 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.

1.4.5 Assistance to bidders

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the 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. Bidders can get help at +91-7878007972, +91-7878007973

Table of Contents

2	SECTION II- Instruction to Bidders.....	3
2.1	Procedure for Online Submission of Bids.....	3
2.2	Cost of Bid Document	3
2.3	Contents of the Bid Document	4
2.4	Clarification of Bid Document	4
2.5	Amendment to the Bid Document.....	5
2.6	Language of Bids.....	5
2.7	Documents Comprising the Bids.....	5
2.8	Bid Prices.....	6
2.9	Firm Prices.....	6
2.10	Discount	6
2.11	Bidder Qualification	6
2.12	Bid Security.....	7
2.13	Period of Validity of Bids.....	8
2.14	Format and Signing of Bid	8
2.15	Revelation of Prices	8
2.16	Terms and Conditions of Bidders.....	8
2.17	Local Conditions.....	9
2.18	Headings.....	9
2.19	Conditions for Bidders.....	9
2.20	Deleted.....	9
2.21	Last Date for Receipt of Bids	9
2.22	Late Bids	9
2.23	Deleted.....	9
2.24	Address for Correspondence.....	9
2.25	Opening of Bids by UIDAI	9
2.26	Clarification	10
2.27	Preliminary Examination	10
2.28	Contacting the UIDAI	10
2.29	Post Qualification.....	10
2.30	Criteria for Evaluation of Bids.....	10
2.31	UIDAI's Right to Vary Scope of Contract at the time of Award	11

2.32 UIDAI's Right to Accept Any Bid and to Reject Any or All Bids 12

2.33 Notification of Award..... 12

2.34 Signing of Contract..... 12

2.35 Performance Bank Guarantee (PBG) 12

2.36 Confidentiality of the Document 12

2.37 Rejection Criteria 12

2 SECTION II- Instruction to Bidders

2.1 Procedure for Online Submission of Bids

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

2.1.1 The bid shall be submitted online in –

Packet-1 having viz.,

1. Tender Fee + EMD + Documents as per check list in Table-1 and Table-2
2. Technical Bid Submission (All the required supporting as well as Annexure as mentioned in CHECK LIST section)

Packet-2having viz.,

1. Financial Bid Submission (All the required supporting as well as Annexure as mentioned in CHECK LIST section)
2. Schedule of price bid in the form of BOQ_QG.xls

2.1.2 All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All the files mentioned below should be in .PDF format except for the BoQ which should be .xls format.

2.1.3 The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

2.1.4 Original Instruments for EMD (as per Bank Guarantee Format in Appendix B) 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 1.2 of Section I. These instruments can also be sent by registered post or can be dropped in the drop box on or before the last date of submission of Bids.

2.2 Cost of Bid Document

- 1 The Bidder is required to **pay fee of Rs.100/- (Rupees One Hundred only)** for purchase of Bid Document, in the form of a **Bank Demand Draft**. 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.
- 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.

3 The Financial Proposal/Commercial bid format as mentioned in **Annexe 4.2.3** of **Section IV** is also provided as BOQ_QG.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_QG.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.

2.3 Contents of the Bid Document

- 1 The Schedule of Requirements of the Goods/Services required, Bid procedures and contract terms are prescribed in the Bid Document. The Bid Document includes:
 - a) Section I – Invitation to Bid
 - b) Section II – Instructions to Bidders;
 - c) Section III- General Conditions of Contract;
 - d) Section IV – Contents of the Bid
 - i. Technical Bid
 - ii. Commercial Bid
 - e) Section V- Scope of Work and Schedule of Requirements
 - f) Section VI- Appendices
 - i. Contract Form (Appendix A)
 - ii. Proforma of Bank Guarantee for Contract Performance Security (Appendix B)
 - iii. Proforma for Bid Security Form (Appendix C)
 - iv. Bidder's Profile (Appendix D)
 - v. Statement of Undertaking From OEM (Appendix E)
 - vi. List of Locations of UIDAI (Appendix F)
- 2 The Bidder is expected to examine complete bid document including all instructions, forms, general terms & conditions, and Schedule of requirements in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

2.4 Clarification of Bid Document

- 1 A prospective Bidder requiring any clarification of the Bid Document may notify the UIDAI in writing at the UIDAI's mail address indicated in Clause 1.2(d) of Section I. The queries must be submitted in Microsoft Excel (Hard copy and Soft copy) format as follows:

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

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

2.5 Amendment to the Bid Document

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

2.6 Language of Bids

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

2.7 Documents Comprising the Bids

- 1 The Bids prepared by the Bidder shall comprise of the following components (refer Clause 2.20 of Section II):
 - a) The Technical Bid should comprise of the following:

S. No.	Description
(i)	Eligibility criteria as per section 1 clause 1.3.1
(ii)	Checklist as per section 1 clause 1.3.2
(iii)	Signed and Scanned Copy of Bid Particular under Technical Bid (Annexe 4.1.1)
(iv)	Signed and Scanned Copy of Technical Bid Letter (Annexe 4.1.2)
(v)	Signed and Scanned Copy of Declaration For The Goods Offered (Annexe 4.1.3)
(vi)	Signed and Scanned Copy of Statement of Deviation(s) from Schedule of Requirements (Annexe 4.1.4)
(vii)	Signed and Scanned Copy of Statement of Deviation(s) from Tender Terms & Conditions (Annexe 4.1.5)
(viii)	Signed and Scanned Copy of Delivery Schedule (Annexe 4.1.6)
(ix)	Signed and Scanned Copy of Warranty (Annexe 4.1.7)
(x)	Signed and Scanned Copy of Manufacturer’s Authorization Form (Annexe 4.1.8)
(xi)	Signed and Scanned Copy of Statement of Undertaking from OEM (Appendix E of Section VI)

- b) The Commercial Bid should comprise of the following:

S. No.	Description

(i)	Signed and Scanned Copy of Bid Particulars under commercial Bid (Annexe 4.2.1)
(ii)	Signed and Scanned Copy of Commercial Bid Letter (Annexe 4.2.2)
(iii)	Signed and Scanned Copy of Cost of Hardware & Software and Warranty cum Support for three years (Annexe 4.2.3) in the form of BOQ_QG.xls (This can be downloaded during online submission and can be submitted online itself)

2.8 Bid Prices

- 1 The Bidder shall indicate in the proforma prescribed at Annexure 4.2.3 of Section IV, the unit prices and total Bid Prices of the Goods/ Services, it proposes to provide under the Contract.
- 2 The unit prices quoted in the above mentioned proforma will be used to calculate charges for 'change orders', if any.
- 3 In the absence of any information, as requested above, a bid may be considered incomplete and summarily rejected.
- 4 The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the study of the bill of material in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.

2.9 Firm Prices

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

2.10 Discount

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

2.11 Bidder Qualification

- 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.

- 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.
 3. 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 or by a duly authorized officer executed under seal.
 4. 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.
 5. The power or authorization, please refer Section –I clause 1.3.1 (xii) necessary power of attorney shall be annexed to the bid. UIDAI may out rightly reject any bid not supported by adequate proof of the signatory's authority.

2.12 Bid Security

- 1 Pursuant to Clause 2.19, the Bidder shall furnish, as part of its bid, a bid security of the amount mentioned in Sub-Clause 1.1(d) of Section - I.
- 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 2.12 (7) of Section II.
- 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 C of Section VI in the Bid Document and shall be valid for 45 days beyond the validity of the Bid.
- 4 Bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Communication and Information Technology (MCIT) are exempted from furnishing of bid security. Any bid not secured in accordance with Clauses 2.12.1 and 2.12.3 will be rejected by the UIDAI as non-responsive except those.
- 5 Unsuccessful Bidder's bid security will be discharged/ returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the UIDAI, pursuant to Clause 2.13.
- 6 The successful Bidder's bid security will be discharged upon the Bidder executing the Contract, pursuant to Clause 2.34 and furnishing the performance security, pursuant to Clause 2.35.
- 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,
 - i. If the Bidder fails to sign the Contract in accordance with Clause 2.34;
 - ii. If the bidder fails to furnish performance security in accordance with Clause 2.35.
- c) If there is any breach of any confidentiality clause

2.13 Period of Validity of Bids

- 1 Bids shall remain valid for 180 days after the date of opening of Bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.
- 2 In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of bid security provided under Clause 2.12 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

2.14 Format and Signing of Bid

- 1 Tender bid must contain the name, office and after office hours 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.
- 2 Un-signed, un-stamped and without certificate for authorized person from bidder's HR / legal department bid shall not be accepted.
- 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.
- 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.

2.15 Revelation of Prices

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

2.16 Terms and Conditions of Bidders

- 1 Printed terms and conditions of the Bidders will not be considered as forming part of their Bids. In case terms and conditions of the contract applicable to this Invitation of Bid are not acceptable to any Bidder, he should clearly specify deviation in his Technical Bid (Annexure 4.1.5 of Section IV).
- 2 Similarly in case the Goods/ Services being offered have deviations from the specifications laid down in Section V - Schedule of Requirements, the Bidder shall describe in what respects and to what extent the Goods/ Services being offered differ/deviate from the specifications, even though the deviations may not be very material. The Bidder must state categorically whether or not his offer conforms to

Bid specifications as indicated in Section V - Schedule of Requirements and indicate deviations, if any, in his Technical Bid (Annexure 4.1.4 of Section IV).

- 3 The Bidder should note, that, in case any of the deviation (s) or assumption (s), indicated by the Bidder in its Technical Bid in Annexure 4.1.4 or Annexure 4.1.5, is/are not acceptable to the Purchaser, in such eventuality the Bidder shall have to withdraw such deviation (s)/ assumption(s) failing which the Bid (s) of the Bidder shall be liable to be rejected.

2.17 Local Conditions

- 1 It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.
- 2 It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The UIDAI shall not entertain any request for clarification from the Bidder regarding such local conditions
- 3 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim what so ever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the UIDAI and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the UIDAI on account of failure of the Bidder to appraise themselves of local laws /condition.

2.18 Headings

Headings of conditions hereto shall not affect the construction thereof.

2.19 Conditions for Bidders

Refer Section-1, clause 1.3.1.

2.20 Deleted

2.21 Last Date for Receipt of Bids

- 1 Bids will be received by the UIDAI not later than the time and date specified under clause 1.2.1 of Section I.
- 2 The UIDAI may, at its discretion, extend the last date for the receipt of bids by amending the Bid Document, in which case all rights and obligations of the UIDAI and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

2.22 Late Bids

Any bid received by the UIDAI after the last date and time for receipt of bids prescribed by the UIDAI, pursuant to Section I, will be rejected..

2.23 Deleted

2.24 Address for Correspondence

All correspondence by UIDAI shall be made to the details provided in the Section-IV clause 4.1 of the bid document.

2.25 Opening of Bids by UIDAI

- 1 On the basis of information furnished in the eligibility criteria of Technical Bid,

Bidders will be qualified. The bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation. Bid received without EMD will be rejected straight way. EMD and Tender Fee original instrument must be submitted on or before the last date of submission of Bids.

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

2.26 Clarification

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

2.27 Preliminary Examination

- 1 The UIDAI will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is discrepancy between words and figures, the amount in words will prevail.
- 3 A bid determined as not substantially responsive will be rejected by the UIDAI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 4 The UIDAI may waive any minor infirmity or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

2.28 Contacting the UIDAI

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

2.29 Post Qualification

- 1 The UIDAI will determine to its satisfaction whether the Bidder selected as having submitted the best responsive bid is qualified to satisfactorily perform the Contract.
- 2 This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities. It will be based upon an examination of the documentary evidence submitted by the Bidder as per document sought in the bid document as well as such other information as the UIDAI deems necessary and appropriate.
- 3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

2.30 Criteria for Evaluation of Bids

- 1 To meet the UIDAI's requirements, as spelt out in the Bid Document, the selected

Bidder must have the requisite experience in supply, installation, integration, commissioning and support of Hardware and Software, the technical know-how, and the financial wherewithal that would be required to successfully set-up the required infrastructure and provide the Goods/Services sought by the UIDAI, for the entire period of the contract. The evaluation process of the Bid proposed to be adopted by the UIDAI is indicated in sub-Clauses 2to8 of clause 2.30. The purpose of Clause 2.30 is only to provide the Bidders an idea of the evaluation process that the UIDAI may adopt. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders.

2 Phase I: Evaluation of Technical Bids

Technical Bids will be opened in the presence of representatives of the Bidders (not more than two representatives per bidder) who choose to be present as per the date and time indicated by the UIDAI. The eligibility assessment shall form part of technical evaluation. Bids of Bidders who meet the eligibility criterion will undergo a detailed evaluation subsequently, to be carried out by the UIDAI. In this phase, the Technical Bids will be reviewed for compliance of the Bid requirements with reference to the responses to the technical requirements given in Section IV and schedule of requirements of this Bid Document (Section V). Technical Bids which meet the above mentioned criterion 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).

3 Phase II: Evaluation of Commercial Bids

In this phase, the Commercial Bids of the Bidders, who are technically qualified in Phase I, shall be opened. The Commercial Bid should contain the total cost of Hardware & Software and warranty cum support for three years, for all items as mentioned in Annexe 4.2.3 of Section IV, proposed to be charged by the Bidder.

- 4 UIDAI will award the Contract to the successful Bidder whose bid has been determined to be technically qualified and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The UIDAI will however not bind itself to accept the lowest evaluated bid or any bid and reserves the right to accept or reject any bid, wholly or in part. **The tender will be evaluated as a package of all the items in Commercial Bid(Annexure 4.2.3 of Section IV).**

5 Deleted.

6 In case any item included in the 'Cost of Hardware & Software and Warranty cum Support for Three Years'(Annexure 4.2.3) is not quoted by the Bidder, the bid would be rejected as non-responsive.

7 UIDAI reserves the right to ask the bidder to validate any technical parameter in a laboratory environment at the time of evaluation of the Technical bid, at the cost of the bidder.

8 Determination of Lowest Commercial Bid:

- i. Determination of lowest commercial bid will be based on the total the 'Cost of Hardware & Software and Warranty cum Support for Three Years'.
- ii. The qualifying vendor with the lowest 'Cost of Hardware & Software and Warranty cum Support for Three Years' will be declared as L1.

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

- 1 The UIDAI may at any time, by a written order given to the Bidder pursuant to Clause 3.15 of Section III – General Conditions of Contract, make changes within

- the general scope of the Contract.
- 2 The UIDAI shall reserve the right, not to purchase all or partial Goods/Services quoted by the bidder in this bid.

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

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

2.33 Notification of Award

- 1 UIDAI will notify the successful Bidder in writing by letter or by email, to be confirmed in writing by letter, that its bid has been accepted.
- 2 The notification of award will constitute the formation of the Contract.
- 3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 2.35, the UIDAI will promptly notify each unsuccessful Bidder and will discharge its bid security.

2.34 Signing of Contract

- 1 Once UIDAI notifies the successful Bidder that its bid has been accepted, the successful bidder has to submit PBG in accordance with clause 2.35 for entering into contract with UIDAI as per the Contract Form (Appendix A of Section VI provided in the Bid Document). Contract has to be signed by successful bidder within 5 days of submission of PBG.

2.35 Performance Bank Guarantee (PBG)

- 1 Within 7 days of the receipt of notification of award from the UIDAI, the successful Bidder shall furnish the PBG @ 10% of contract award value as per Appendix B of Section VI.
- 2 Failure of the successful Bidder to submit the PBG within 7 days shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (EMD), in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.

2.36 Confidentiality of the Document

- 1 Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bid or any specifications or other details other than for the purpose of executing this contract and the bidder shall not use any such information for any other purpose.

2.37 Rejection Criteria

- 1 Technical Rejection Criteria
The following vital technical conditions should be strictly complied with failing which the bid will be rejected:
 - i. Only the Bidders who quote for the complete Scope of Work and Supply of Goods/Services as indicated in this Bid Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. Incomplete bids will be rejected outright. Evaluation will be carried out for the total scope of work covered in the Bid document.
 - ii. The Bidder shall be deemed to have complied with all clauses in the Bid

document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical specifications, Timelines and General Terms and Conditions of Contract unless otherwise stated in the deviation statement. Evaluation will be carried out on the information available in the bid.

- iii. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process the bid will be rejected and EMD will be forfeited.
- iv. EMD will be forfeited in case of any breach of Confidentiality clause.

2 Commercial Rejection Criteria

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

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

Table of Contents

3 SECTION III - GENERAL CONDITIONS OF CONTRACT 3

3.1 Definitions 3

3.2 Interpretation 4

3.3 Application 5

3.4 Standards..... 5

3.5 Use of Contract Documents and Information 6

3.6 Patent Rights 6

3.7 Performance Security..... 6

3.8 Installation, Commissioning, Testing and Acceptance Tests 6

3.9 Incidental Services 7

3.10 Delivery and Documents 8

3.11 Maintenance and Spare Parts 8

3.12 Warranty and Payment Schedule 8

 3.12.1 Warranty..... 8

 3.12.2 Payment schedule 9

3.13 Currency of Payment 9

3.14 Change Orders 9

3.15 Contract Amendments 10

3.16 Assignment 10

3.17 Sub-contracts..... 10

3.18 Delays in the Vendor's Performance 10

3.19 Liquidated Damages..... 10

3.20 Termination for Default 11

3.21 Force Majeure 11

3.22 Termination for Insolvency 12

3.23 Termination for Convenience..... 12

3.24 Dispute Resolution..... 12

3.25 Governing Language 13

3.26 Applicable Law 13

3.27 Notices 13

3.28 Deleted..... 13

3.29 Deleted..... 13

3.30 Firm price 13

3.31 Delivery 14

3.32 Passing of Property 14

3.33 Prices..... 14

3.34 Deductions 14

3.35 Taxes and Duties 14

3.36 Insurance 14

3.37 "No Claim" Certificate 14

3.38 Continuing Support 14

3.39 Conflict of Interest 14

3.40 Delivery and Risk Purchase..... 15

3.41 Deleted..... 15

3.42 Limitation of Liability 15

3 SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

1. **1. "UIDAI"** means the Unique Identification Authority of India.
2. **2. "The Purchaser"** means the President of India acting through the Director General & Mission Director, Unique Identification Authority of India or any other representative authorized by the Director General & Mission Director, Unique Identification Authority of India.
3. **3. "Purchase Officer"** means the officer signing the acceptance of Bid and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
4. **4. The "Contract"** means the agreement entered into between the Purchaser and the Vendor as recorded in the Contract Form signed by the Purchaser and the Vendor, including all attachments and annexes thereto and all documents incorporated by reference therein.
5. **5. The "Vendor"** means the person or the firm or the company with whom the order of or the Procurement of the Goods/Services is place and shall be deemed to include the Vendor's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
6. **6. "The Contract Price"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
7. **7. "The Goods"** mean all of the equipment, hardware, software, machinery, accessories and/or other material which the Vendor is required to supply to the Purchaser under the Contract;
8. **8. "Service"** means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, integration, commissioning, configuration, testing, acceptance, warranty and post warranty maintenance and support, provision of technical assistance, training and other obligations of the Vendor covered under the Contract;
9. **9. "Acceptance of Bid"** means the letter/telex/telegram/fax or any memorandum communicating to the selected Bidder the acceptance of his Bid and includes an advance acceptance of his Bid.
10. **"Supply"** means once the purchaser issues a Purchase Order, the bidder has to supply the items within stipulated time.
11. **"Delivery"** includes logistics, tracking and physical delivery of goods at purchaser premise (up to the equipment handling room-EHR) and handing over the sealed boxes to purchaser representatives. Delivery will be validated as number of boxes delivered against invoices. Delivery Challan needs to be signed by Purchaser/Authorized representatives. Extent of damage to the boxes will be also scrutinized and informed to the vendor.
12. **"Installation"** includes unpacking and movement of goods to the proposed location in Data Centre as indicated in the Deployment plan of the purchaser and the installation of these components adhering to OEM guidelines including cabling if applicable.
13. **"Configuration"** includes installation of Hardware & software in respective components and power-on, basic hygiene tests, setup and tuning as per purchaser requirements.
14. **"Commissioning"** is declaration of completion of installation of the component by the bidder. Purchaser reserves the right to inspect the installation and the bidder has to obtain the installation note duly signed by purchaser or its representative to claim the successful commissioning of the component.

15. **“Integration”** includes network connectivity, end to end testing of the components with the existing setup by the purchaser representative and asset tagging.
16. **“Acceptance”** - Bidder has to submit test cases for each component and shall get approval of the purchaser. Acceptance includes execution of these test cases and verifying the expected results by Purchaser or its representatives. The components and its performance will be validated against the minimum specifications and requirements in the RFP. On successful completion of Acceptance Testing, a certificate will be issued to bidder.
17. **“Clause”**: means a clause of this Contract and the term "Clauses" means more than one clause.
18. **“Calendar Day”**: means any day of the calendar month.
19. **“Working Day”**: means days of the calendar month excluding Sundays or designated government holidays i.e. gazette holidays.
20. **“Calendar Month”**: means any of the twelve months of the Calendar Year.
21. **“Calendar Year”**: means a period of twelve consecutive Months according to the Gregorian calendar, commencing with the first day of January and ending with the thirty-first day of December.
22. **“Contract Term”**: means a period of Three **X** consecutive calendar years counted from the Effective Date.
23. **“Dispute”**: means any dispute/ differences/ controversy/ disagreements which arise "between the parties to this Contract/ Agreement in relation to/ in connection with/ the terms of/ ambit hereof.
24. **“Expiry date”**: means the date on which the terms of the contract which is for a period of **X** consecutive calendar years comes to an end.
25. **“Government Authorities”**: means the Government of India (GOI) and provincial, state or local government in India and any political subdivision thereof
26. **“Business Day”** means any day that is not a Sunday or a public holiday (as per the official holidays observed by UIDAI).
27. **“Notice”** means:
 - a. an information, announcement, message, notification, warning etc. which is in writing; or
 - b. a consent, approval or other communication required to be in writing under this Contract.

3.2 Interpretation

In this Contract unless the context otherwise requires:

- i. the headings of the Sections, Clause, Appendices, Schedules, Attachments and Annexures in the Contract are inserted for convenient reference only and shall not affect the meaning and/ or interpretation of this Contract;
- ii. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- iii. a reference to the singular includes the plural and vice-versa;
- iv. a reference to a gender shall include any other gender;
- v. the word “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;

- vi. unless categorically specified, reference to a Section, Clause, sub-clause, Appendix, Schedule, Attachment or Annexure shall be to a Section, Clause, Sub-clause, Appendix, Schedule, Attachment or Annexure of this Contract, including any amendments or modifications to the same from time to time;
 - vii. all Appendices, Schedules, Annexures and Attachments form an integral part of this Contract/ Agreement. In an event of conflict between any provision of the Clause and any provision of the Appendix, Schedule, Attachment or Annexure, the provision of the Clause shall prevail;
 - viii. a reference to a person includes a partnership and a body corporate;
 - ix. a reference to any legislation/ regulation having force of law includes legislation/ regulation time to time repealing, replacing, modifying, supplementing or amending that legislation;
 - x. where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
 - xi. in the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.
 - xii. Any reference to time shall, except where the context otherwise requires and specifies, be construed as a reference to the time in India. Any reference to the Calendar shall be construed as reference to the Gregorian calendar.
 - xiii. Unless the context otherwise requires, any period of time referred to shall be deemed to expire at the end of the last day of such period;
 - xiv. The rule of construction, if any, that a contract should be interpreted against the parties responsible for drafting and preparation thereof, shall not apply;
 - xv. All references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, modified, substituted, assigned or renovated from time to time.
 - xvi. If the Contract / Service Specification include more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
- 28.

3.3 Application

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

3.4 Standards

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

the Purchaser.

3.5 Use of Contract Documents and Information

1. The Vendor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as it may be necessary for purposes of such performance.
2. The Vendor shall not, without the Purchaser's prior written consent, make use of any document of information enumerated in Clause 2.3 of Section II except for purposes of performing the Contract.
3. Any document, other than the Contract itself, enumerated in Clause 2.3 of Section II shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Vendor's performance under the Contract, if so required by the Purchaser.

3.6 Patent Rights

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

3.7 Performance Security

1. Within 7 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 bond from a scheduled bank valid for a period of sixty (60) days beyond the date of completion of contractual obligations of the successful bidder including warranty and support obligations.
2. The Performance Security Bank Guarantee shall be released on completion of the Contract Period.

3.8 Installation, Commissioning, Testing and Acceptance Tests

1. The Vendor shall be responsible for installation, commissioning and warranty cum support of the Hardware & Software at Data Centre Hebbal and Manesar.
2. The acceptance test which involves the testing and acceptance of the complete Hardware & Software shall be conducted by the Vendor in the presence of the Purchaser and/or by authorized officials and/or by any other team or agency nominated by the Purchaser. All expenses for special devices, if any, for installation, commissioning, testing and acceptance of the Goods/Services shall be borne by the Vendor.
3. The Vendor shall describe tests and in details the system on which he proposes to demonstrate the correct working of the equipment supplied both individually. System testing schedules are thus additional to test specifications for individual items or units of equipment and shall comprise of:
 - i) On-site commissioning tests
4. The above test shall demonstrate the satisfactory operation of all supplied

equipment covering full range of the facilities of the equipment. Simulation equipment shall be provided by the Vendor wherever necessary, to simulate all input and output functions on the test configuration. All functions shall be tested including but not limited to:

- i) Power failure and restoration.
 - ii) All combinations of permissible voltage and frequency variations.
 - iii) Limiting signal-noise ratios on data carrying circuits.
 - iv) Maintenance and testing facilities.
5. The acceptance test shall be carried out by the Vendor in the presence of the Purchaser or any other person(s) or agency designated by the Purchaser. In order to qualify for acceptance, the equipment must, as a complete system, operate for a month, 24hours a day, at 99.9% up-time efficiency.
 6. The Vendor shall conclude the installation, commissioning and acceptance as per delivery schedule indicated in Section-IV clause 4.1.6.
 7. In case, the Acceptance Tests fails and/or not concluded to the satisfaction of the Purchaser within the prescribed time limit, the Vendor shall repair or replace, at the Vendor's cost, the whole or any part of the equipment as may be necessary for conclusion of the acceptance tests to the satisfaction of the Purchaser within a further period of five (5) days.
 8. Should Acceptance Tests still not be concluded to the satisfaction of the Purchaser after the expiration of twenty (20) days from the repair or replacement of each equipment, the Purchaser shall have the right to reject the equipment in respect of which the acceptance tests are not satisfactorily concluded as provided in this Clause and to terminate this contract to the extent it relates to such equipment and in that event the Vendor shall refund and repay all amounts received by the Vendor from the Purchaser and all amount paid by the Purchaser towards freight, insurance, customs duty, octroi and other connected expenses including interest at the rate of 10% per annum in respect of that equipment, within 60 days from the receipt of a written claim from the Purchaser.

3.9 Incidental Services

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

3.10 Delivery and Documents

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

3.11 Maintenance and Spare Parts

1. Documentation shall be supplied for installation, maintenance, servicing and operation of equipment. All equipment, symbols and abbreviations shall be in accordance with the generally accepted nomenclature and standards. The maintenance manual shall contain a description of the complete hardware system and maintenance procedures. The hardware description shall start with the overall configuration of the system with layouts showing the location of every unit with block diagram and explanation of operation. Detailed descriptions of component units shall explain their operation. Block diagrams showing the flow and interaction of data and logic diagrams shall be provided. Part list and wiring schedules shall be provided, but care shall be taken to avoid obscuring of the operational description. Maintenance procedures shall cover the diagnosis of faults, testing and setting up adjustments, replacement of units, routine mechanical servicing, if any, and operation of test equipment.
2. The servicing manual shall cover all the procedures and information necessary for the diagnosis and repair of faulty units or components of every type. It shall include circuits, board layouts, component schedules (with Vendors' names), test points and test parameters, and use of test equipment.
3. After acceptance tests and final acceptance of the supplied good by UIDAI (refer Section V, Clause 3), the vendor shall hand over the entire supplied Hardware and Software to UIDAI and shall continue to provide Warranty / support services under the direct supervision of UIDAI. The vendor shall be liable and provide all necessary support and cooperation to the UIDAI in this regard.

3.12 Warranty and Payment Schedule

3.12.1 Warranty

1. The Vendor warrants that the Goods supplied under the Contract are of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Vendor further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Vendor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
2. This warranty/support shall remain valid for three years support in respect of Hardware/Software or any portion thereof as the case may be, which have been delivered (and commissioned) to the final destination indicated and accepted as part of the scope of this bid. The warranty/support period shall commence from the date of acceptance of the system by UIDAI as defined in clause 3.1(16) or 90 days from the date of completion of installation and

commissioning (where delay is wholly attributable to the purchaser), whichever is earlier.

3. The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.
4. Upon receipt of such notice, the Vendor shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.
5. If the Vendor, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.

3.12.2 Payment schedule

The payment terms are as follows:

3.12.2.1 Hardware & software:

i)	40% against delivery of all equipments and accessories.
ii)	50% against installation and satisfactory commissioning of all Goods/ Services
iii)	10% against acceptance testing of Goods/ Services. In case the acceptance test of the Goods/Services is delayed or put off beyond 90 days of the receipt of the equipment at Purchaser's sites due to express written instructions of the Purchaser, this amount may be released to the Vendor on his furnishing a necessary Bank Guarantee on stamp paper of requisite value of an equivalent amount from any of the Scheduled Bank.

3.13 Currency of Payment

Payment shall be made in Indian Rupees only.

3.14 Change Orders

1. The Purchaser may at any time, by a written order given to the Vendor pursuant to Clause 3.28, make changes within the general scope of the Contract in any one or more of the following:
 - i) The place of delivery
 - ii) The Services to be provided by the Vendor.
 - iii) Increase/ decrease quantities of goods
2. If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.
3. UIDAI reserves the right to increase the quantity by placing repeat order (s) within the Contract Period, of upto 25% of the Contract value. UIDAI may also decrease the quantity at its sole discretion. In case of any increase/ decrease in quantities of any item, unit rate for item indicated in the contract will be applicable.
4. In case applicable rates for the increase/decrease of an item in question are not available in the Contract, then the equivalent rates may be finalized based

on mutually agreed rates by both parties. UIDAI may form a change order committee for this purpose.

3.15 Contract Amendments

Subject to Clause 3.18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

3.16 Assignment

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

3.17 Sub-contracts

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

3.18 Delays in the Vendor's Performance

1. Delivery of the Goods and performance of Service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in Clause 4.1.6 of Section IV.
2. An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.
3. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. If the vendor request to delay the delivery of goods and performance of services is not found acceptable to the purchaser, Clause 19.2 would be invoked.

3.19 Liquidated Damages

1. Subject to Clause 3.22, if the Supplier fails to deliver, install and/or commission any or all of the Goods or to perform the Services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the 0.5 per cent per week (Seven Days) or part thereof of the contract price of the delayed Goods or unperformed Services for each week (Seven Days) or part thereof of delay until actual delivery or performance, up to maximum deduction of 10% of the contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.21.
2. During the period of the contract, if the successful bidder fails to replace, repair or rectify the faulty Hardware and Software supplied by vendor within time period specified in section V- Clause no.5.5.3 from the date of reporting, Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to

0.5 per cent per week (Seven Days) or part thereof of the contract price of the Goods or Services for each week (Seven Days) or part thereof of delay until actual rectification, repair or replacement, up to maximum deduction of 10% of the contract price. The same shall be adjusted against the PBG. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.21.

3.20 Termination for Default

1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part:
 - (i) If the Vendor fails to deliver any or all of the Goods/Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 3.19;
OR
 - (ii) If the Vendor fails to perform any other obligation(s) under the contract.
2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 3.21.1 the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar Goods including the efforts of the Purchaser for such arrangement. However, the Vendor shall continue performance of the Contract to the extent not terminated.
3. If the bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.

3.21 Force Majeure

1. Notwithstanding the provisions of Clauses 3.19, 3.20, 3.21 the Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For Purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a force Majeure situation rises, the Vendor shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

3.22 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the Vendor, without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

3.23 Termination for Convenience

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

3.24 Dispute Resolution

1. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.
2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
3. The Arbitration proceedings shall be held in New Delhi, India.
4. The Arbitration proceeding shall be governed by the substantive laws of India.
5. The proceedings of Arbitration shall be in English language.
6. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
7. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase

order/contract has been placed / made, shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.

8. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
9. It is a Scope of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
10. It is also a Scope of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
11. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
12. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
13. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
14. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

3.25 Governing Language

The Contract shall be written in the English language. Subject to Clause 3.27, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

3.26 Applicable Law

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

3.27 Notices

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

3.28 Deleted

3.29 Deleted

3.30 Firm price

Refer clause no. 2.9 of Section-II

3.31 Delivery

The Hardware/Software are to be supplied as per schedule specified at Section-IV clause 4.1.6.

3.32 Passing of Property

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

3.33 Prices

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

3.34 Deductions

Payments, as envisaged in Clause 3.13, shall be subject to deductions of any amount, for which the Vendor is liable under the agreement against this Bid.

3.35 Taxes and Duties

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

3.36 Insurance

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

3.37 "No Claim" Certificate

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

3.38 Continuing Support

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

3.39 Conflict of Interest

The bidder should not have any Conflict of Interest that may affect selection of bidder

during section stage. The bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

3.40 Delivery and Risk Purchase

1. The time for and the date of delivery of the IT Hardware and Software as specified in Section V of this RFP shall be deemed to be the essence of the contract and delivery must be completed as per delivery schedule as per schedule specified at Section-IV clause 4.1.6.
2. The bidder shall deliver the IT Hardware and Software at the place specified as per the Acceptance of Bid. No Stores shall be deliverable at the Purchaser's Consignee's premises on Sunday and Public Holidays without written permission of the Purchaser.
3. The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the IT Hardware and Software as specified in Section V of this RFP at the risk and cost of Contractor after giving due notice to the bidder even before completion of the contractual delivery schedule if it becomes apparent that bidder will not be able to fulfill the contractual obligations. In case the bidder fails to complete the supply of stores or a portion thereof within the contractual delivery schedule, the Purchaser has the right to purchase the IT Hardware and Software or a portion thereof at the risk and cost of bidder.
4. In the event of cancellation of the contract by Purchaser at the risk and cost of the bidder, the bidder shall be liable for any loss which the Purchaser may sustain on account of risk purchase but the bidder shall not be entitled to any gain on such purchase made against such default. The manner and method of such purchase shall be at the entire discretion of the Purchaser, whose decision will be final.
5. The Purchaser reserves the right to suspend the business with such bidder who defaults in adhering to the contractual delivery schedule, quality of stores etc as per the contract after giving show cause notice to the bidder and considering his reply if any.

3.41 Deleted

3.42 Limitation of Liability

The liability of Implementation Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed the value of the contract under this Agreement. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims even if it has been advised of their possible existence.

4 SECTION IV – CONTENTS OF BIDS

Table of Contents

4	SECTION IV – CONTENTS OF BIDS.....	1
4.1	TECHNICAL BID.....	2
4.1.1	BID PARTICULARS (Annexe 4.1.1).....	2
4.1.2	Technical Bid Letter (Annexe 4.1.2)	3
4.1.3	DECLARATION FOR THE GOODS OFFERED (Annexe 4.1.3).....	5
4.1.4	STATEMENT OF DEVIATIONS FROM SCHEDULE OF REQUIREMENTS (Annexe 4.1.4)	6
4.1.5	STATEMENT OF DEVIATIONS FROM THE TERMS AND CONDITIONS (Annexe 4.1.5)	7
4.1.6	DELIVERY SCHEDULE (Annexe 4.1.6)	8
4.1.7	WARRANTY/SUPPORT (Annexure 4.1.7)	9
4.1.8	MANUFACTURER’S AUTHORIZATION FORM (Annexure 4.1.8)	10
4.2	COMMERCIAL BID	11
4.2.1	BID PARTICULARS (Annexe 4.2.1).....	11
4.2.2	Commercial Bid Letter (Annexe 4.2.2)	12
4.2.3	COST OF HARDWARE &SOFTWARE AND WARRANTY cum SUPPORT FOR THREE YEARS (in the form of BOQ_QG.xls) (Annexe 4.2.3).....	14

4.1 **TECHNICAL BID**

4.1.1 **BID PARTICULARS**

(Annexe 4.1.1)

Bid No. _____

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

Signature & seal of the bidder

Name :
Full Address :
Telephone No :
Fax No :
Email ID:

4.1.2 Technical Bid Letter**(Annexe 4.1.2)****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 manufacturers/ system integrators of -----

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

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the Schedule to the Bid Document as given in **Annexe 4.1.6** and that we shall perform all the incidental services.
 4. **TERMS OF DELIVERY**

The prices quoted are inclusive of all charges including installation and commissioning charges in the UIDAI at the locations as mentioned in **Appendix F of Section VI**.
 5. We enclose herewith the complete **Technical Bid** as required by you. This includes duly filled and signed **Section IV**.
 6. We agree to abide by our offer for a period of **180 days** from the date of opening of the bids.
 7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to supply Hardware and Software as per these terms and conditions of the bid document. The deviations from the Schedule of Requirements are only those mentioned in **Annexe 4.1.4**. The deviations from the tender Terms and Conditions are only those mentioned in **Annexe 4.1.5**.

8. Certified that the bidder is :

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

OR

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

(NOTE: Delete whatever is not applicable.)

9. Bid Security (**Earnest Money**), in original, for an amount equal to **Rs.** _____ **(Rupees _____ only)** is enclosed in the Cover containing **Technical Bid**.

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

Dated this day of 2016

Signature & seal of the bidder

Name :

Full Address :

Telephone No :

Fax No :

Details of enclosures:

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

4.1.3 DECLARATION FOR THE GOODS OFFERED**(Annexe 4.1.3)**

We hereby declare that the hardware items/parts quoted in this bid; are brand new, not refurbished or used, free from all encumbrances, free from defects in any supplied material, workmanship and manufacture and shall be of the highest grade and quality and shall be in full conformity with the specifications, drawings or samples, if any, and software items quoted in this bid; are latest, genuine and not pirated and have all updates/patches applied of the most recent or current models and incorporate all recent improvements in them and are free from defect arising from software viruses, malware or Trojan and shall be of the highest respective version, if any, and they shall operate properly.

Signature of Bidder**Date****Place**

4.1.4 STATEMENT OF DEVIATIONS FROM SCHEDULE OF REQUIREMENTS (Annexe 4.1.4)

Following are the Technical deviations from the bill of material as per clause 5.3. These deviations are exhaustive.

SI No.	Section No.	Clause No	Page No	Statement of deviation

Signature of Bidder

Date

Place

4.1.5 STATEMENT OF DEVIATIONS FROM THE TERMS AND CONDITIONS (Annexe 4.1.5)

Following are the deviations from the Terms and Conditions of this bid document. These deviations are exhaustive.

SI No.	Section No.	Clause No	Page No	Statement of deviation

Signature of Bidder

Date

Place

4.1.6 DELIVERY SCHEDULE

(Annexe 4.1.6)

Hardware &Software: Two weeks from the date of issue of purchase order

Installation and Commissioning: Four weeks from the date of delivery

Signature of Bidder

Date

Place

4.1.7 WARRANTY/SUPPORT**(Annexure 4.1.7)**

We warrant that the hardware items/parts to be supplied by us hereunder shall be brand new, not refurbished or used, free from all encumbrances, free from defects in any supplied material, workmanship and manufacture and shall be of the highest grade and quality and shall be in full conformity with the specifications, drawings or samples, if any, and software items to be supplied by us hereunder shall be latest, genuine and not pirated and have all updates/patches applied of the most recent or current models and incorporate all recent improvements in them and are free from defect arising from software viruses, malware or Trojan and shall be of the highest respective version, if any, and they shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty/support shall survive inspection of and for, and acceptance of the goods, but shall expire after **3 Years (36 months)** from the date of acceptance of installation and commissioning report of Hardware and Software by the Purchaser.

The obligations under the Warranty/Support expressed above shall include all costs relating to labour, spares, maintenance (preventive, scheduled and unscheduled), and transport charges from site to manufacturers works and back and for repair/adjustment or replacement/reinstallation at site of any part/patch of the equipment/software which under normal care and proper use and maintenance proves defective in design, material or workmanship, or fails to operate correctively and effectively.

Signature of Bidder**Date****Place**

4.1.8 MANUFACTURER'S AUTHORIZATION FORM**(Annexure 4.1.8)****To**

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

Dear Sir,

Sub : Bid No. _____

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

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

Yours faithfully

Signature & seal**Name :****Full Address :****Telephone No :****Fax No :**

For and on behalf of M/s.

(Name of manufacturer)

Date:

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

4.2 **COMMERCIAL BID**

4.2.1 **BID PARTICULARS**

(Annexe 4.2.1)

FOR Bid No. _____

- 1. **Name of the Bidder** _____
 - 2. **Address of the Bidder** _____
 - 3. **Name of the Manufacturer/Developer of the Products offered** _____
 - 4. **Address of the Manufacturer/Developer of the Products offered** _____
 - 5. **Place of Manufacture/Development of the Products offered** _____
 - 6. **Bidders Proposal Number and date** _____
 - 7. **Name and address of the officer to whom all references shall be made regarding this bid** _____
- Tel. No. _____
Cell No. _____
Fax No. _____

Signature & seal of the bidder

Name :
Full Address :
Telephone No :
Fax No :
Email ID:

4.2.2 Commercial Bid Letter**(Annexe 4.2.2)****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 manufacturers / System Integrators of -----

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

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

3. PERIOD OF DELIVERY

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the Schedule to the Bid Document as given in **Annexe 4.1.6** and that we shall perform all the incidental services.

4. TERMS OF DELIVERY

The prices quoted are inclusive of all charges including installation and commissioning charges in the UIDAI at the locations as mentioned in **Appendix F of Section VI**.

5. We enclose herewith the complete **Commercial Bid** as required by you. This includes duly filled and signed **Section IV**.

6. We agree to abide by our offer for a period of **180 days** from the date of opening of the bids.

7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to supply Hardware and Software as per these terms and conditions. The deviations from the Schedule of Requirements are only those mentioned in **Annexe 4.1.4**. The deviations from the tender Terms and Conditions are only those mentioned in **Annexe 4.1.5**.

8. Certified that the bidder is :

- a) The Constituted attorney of the company and the person signing the bids is the constituted attorney of the Company.
- OR**
- b) The Principal Officer or his duly Authorized Representative of the Company, and he has the authority to refer to arbitration disputes concerning the business of the Company by virtue of the general power of attorney.

(NOTE: Delete whatever is not applicable.)

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

Dated this day of 2016

Signature and seal of the bidder

Name :
Full Address :
Telephone No :
Fax No :

Details of enclosures:

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

4.2.3 COST OF HARDWARE & SOFTWARE AND WARRANTY cum SUPPORT FOR THREE YEARS [\(in the form of BOQ_QG.xls\)](#) (Annexe 4.2.3)

(Annexe 4.2.3)

HARDWARE & SOFTWARE								
Sl.No	Item Name	Item Description	Qty.	Unit Rate including support for one years (in Rs)	Unit Rate including support for three years (in Rs)	Taxes and Duties (in Rs)	Total Unit Cost (8=7+6) (in Rs)	Total Cost incl. Taxes & duties and support for three years (9=4x8) (in Rs)
1	2	3	4	5	6	7	8	9
1	QualysGuard	Qualys Guard Scanner Appliance (1 quantity with three years subscription) + Qualys Guard VA Tool (1000 quantity with 3 year subscription)	1					
	Total in Figure							
	Total in Words							

Signature & seal of the bidder

Name :
Full Address :
Telephone No :
Fax No :

5 Section V – scope of work

Table of Contents

5	Section V – scope of work	1
	Table of Contents	1
5.1	Definitions	2
5.2	SCOPE OF WORK	3
5.3	Supply of Hardware/Software	4
5.3.1	Bill of Material	4
5.3.2	Installation and Commissioning of Hardware/Software	4
5.4	Schedule of requirements	4
5.5	Services.....	6
5.5.1	Requirements and Objectives	6
5.5.2	Installation and Commissioning	6
5.5.3	Service levels – Incident Management and Issue Resolution	8
5.6	Timelines	8
5.6.1	Delivery Schedule and Implementation Schedule	8
5.7	Commissioning and Acceptance	8
5.7.1	Commissioning and acceptance of Hardware and Software	8

5.1 Definitions

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

11. **“Delivery”** includes logistics, tracking and physical delivery of goods at purchaser premise (up to the equipment handling room) and handing over the sealed boxes to purchaser representatives. Delivery will be validated as number of boxes delivered against invoices. Delivery challan needs to be signed by Purchaser/Authorized representatives. Extent of damage to the boxes will be also scrutinized and informed to the vendor.
12. **“Installation”** includes unpacking and movement of goods from EHR to the proposed location in Data Centre as indicated in the Deployment plan of the purchaser and the installation of these components adhering to OEM guidelines.
13. **“Configuration”** includes installation of Operating systems in respective components and power-on, basic hygiene tests, setup and tuning as per purchaser requirements.
14. **“Commissioning”** is declaration of completion of installation of the component by the bidder. Purchaser reserves the right to inspect the installation and the bidder has to obtain the installation note duly signed by purchaser or its representative to claim the successful commissioning of the component.
15. **“Integration”** includes passive cabling and network connectivity, end to end testing of the components with the existing setup by the purchaser representative and asset tagging.
16. **“Acceptance”** - Bidder has to submit test cases for each component and shall get approval of the purchaser. Acceptance includes execution of these test cases and verifying the expected results by Purchaser or its representatives. The components and its performance will be validated against the minimum specifications and requirements in the RFP. On successful completion of Acceptance Testing, a certificate will be issued to bidder.

5.2 SCOPE OF WORK

1. The Unique Identification Authority of India (UIDAI) is inviting bids for **“Supply, Installation, Commissioning and Warranty cum Support for Hardware & Software”** at its Data Centres at Hebbal (Bengaluru) and Manesar (Gurgaon).

2. The scope of work for this bid includes supply, installation, commissioning and support for Hardware and Software.
3. The bidder has to provide training for configuration, operation etc of the proposed solution to the managed service provider.

5.3 Supply of Hardware/Software

5.3.1 Bill of Material

The selected Bidder shall have to supply following Hardware/software.

HARDWARE AND SOFTWARE			
Line Number	Item Name	Description	Total Quantity
1	QualysGuard	Qualys Guard Scanner Appliance (1 quantity with three years subscription) + Qualys Guard VA Tool (1000 quantity with 3 year subscription) NOTE: Require at MDC	1 + 1000

5.3.2 Installation and Commissioning of Hardware/Software

The selected Bidder shall be responsible for installation, commissioning, and warranty cum support for Hardware and Software at the Data Centres, Hebbal (Bengaluru) and Manesar (Gurgaon) in consultation with UIDAI.

5.4 Schedule of requirements

1. The Bidder shall be responsible to Supply, Install, Commission, and provide warranty cum support for the supplied Hardware & Software and also provide Services as mentioned in this Section. **The Bidder should offer only the line items indicated in para 5.3 or their respective higher versions only. No alternate Hardware or Software should be proposed by the bidder.**
2. The Bidder should ensure that all the peripherals, accessories, sub-components required for the functionality and completeness for the Schedule of Requirements including but not limited to devices, equipment, accessories, patch cords (copper/fiber), cables, software licenses, tools, etc. should also be provisioned according to the requirements for successful installation and commissioning of systems.
3. The Bidder will have to make all provisions to meet the schedule of requirements at no additional cost and time implications to UIDAI. UIDAI will not be responsible if the Bidder has not provisioned some components, sub-components, assemblies, sub-assemblies as part of the bill of material in the Bid.
4. All the Hardware/Software that the Bidder proposes should be perpetual along with maintenance and updates during the currency of the contract. The software licenses should not be restricted based on location and UIDAI should have the flexibility to use the Hardware/Software for other requirements if

- required. The Bidder should provide the licensing policy for every software component along with the Technical Bid.
5. The Bidder should ensure that there is a **24x7 comprehensive on-call support arrangement** during the **currency of the contract** with all the OEMs for respective components. The OEMs should provide an undertaking in the format provided in **Section VI, Appendix E**.
 6. The Bidder should ensure that the **OEM shall provide warranty/support for the components and sub-components of the product for a minimum period of 3 years from the date of its acceptance by UIDAI**.
 7. The Bidder should indicate any product that is likely to be declared **end-of-sale** within the currency of the contract. If, the OEM declares any of the product(s) **end-of-supports** within the aforesaid period, the Bidder should replace the products/solutions with an alternate that is acceptable to UIDAI at no additional cost to UIDAI and without causing any performance degradation and/or project delays.
 8. The Bidder should ensure that the equipment can be mounted into the industry standard **Racks** provisioned by the UIDAI or by the Bidder. If the equipment proposed by the Bidder cannot be mounted into the **Racks provisioned**, the **Racks** for those equipments should be provisioned by the Bidder separately without any additional cost to the UIDAI.
 9. The Bidder is responsible for provisioning all the equipments along with associated peripherals, accessories, cables, sub-components, etc.
 10. 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.
 11. It is expected that the Bidder will provide the Hardware/software after due consideration to the **compatibility issues** between various components. If there is a problem with compatibility between components, the Bidder should **replace the components with an equivalent or better component that is acceptable to UIDAI** at no additional costs to UIDAI and without any project delays. The selected Bidder shall have to provide minimum one hard and two soft copies of all the manuals, documentation, including but not limited to, detailed operations manual, maintenance manual, administration manual, etc. for each and every equipment / component proposed as part of this Bid. The documentation shall be supplied for Installation, Maintenance, Servicing and Operations of equipments / components.
 12. After acceptance tests and final acceptance of Hardware and Software by UIDAI (refer Clause 5.7), the successful bidder shall hand over the same to the UIDAI and shall continue to provide Warranty /support services under the direct supervision of UIDAI.

5.5 Services

5.5.1 Requirements and Objectives

1. The Bidder shall provide services for installation, commissioning, and other incidental services at Data Centers, Hebbal (Bengaluru) and Manesar (Gurgaon).
2. The services, including but not limited to the following, should be provided
 - i. Planning and scheduling for installation and commissioning as per agreed plan.
 - ii. Installation of hardware, software.
 - iii. Maintenance and Support for the infrastructure provided.
3. The selected Bidder shall be responsible for the generation and submission of necessary documentation required during various phases of the project viz. Planning, Installation, Commissioning and Acceptance. Prior approval of UIDAI is required on all such documentation before commencement of activity.
4. The selected bidder shall be responsible for the installation of the equipment supplied, commissioning of the infrastructure and coordination with other vendors/entities.
5. The selected Bidder shall document the baseline for installing and commissioning of all equipment and get it approved from UIDAI prior to commencement of installation.
6. The installation and commissioning would be considered acceptable only after the conditions stipulated as under Clause 5.7 are completely met to the satisfaction of UIDAI.
7. The selected bidder shall be responsible for coordination with all the existing vendors of UIDAI, troubleshooting, addressing borderline issues, coordinating with users at UIDAI locations, to ensure successful rollout of the solution.
8. UIDAI shall provide necessary space and required infrastructure. However, UIDAI shall not provide for any Desktops, Printers, Stationary, etc. required by the resources for providing services under this contract.
9. All the personnel employed by the selected bidder for this contract shall adhere to the security policy of UIDAI and should follow the policy of UIDAI in terms of software, configuration and services.

5.5.2 Installation and Commissioning

5.5.2.1 Installation and Commissioning for all Hardware/Software items

1. The selected Bidder, along with UIDAI, shall undertake pre-installation planning at specified locations.
2. Delivery, installation, and commissioning of the software along with associated peripherals in the Data Centre space provided by UIDAI.
3. The selected bidder shall coordinate with UIDAI wherever required, in order to prepare the plan.

4. Carry out installation of equipment in accordance with plans as approved by UIDAI.
5. Deployment, Installation and configuration of hardware/software shall be the responsibility of the Bidder. The bidder shall also tune the parameters for optimal performance of the OS.

5.5.2.2 Other Services

1. Adhere to the goods movement procedures and policies defined by UIDAI.
2. Consult with UIDAI to determine the Deployment Plan.
3. Any component before it gets deployed in the Data Centre has to be assembled as per the given configuration and tested in the pre-production staging environment. The bidder must provide a list of tests to be carried out from point of view of functionality, performance, availability through clustering, security and manageability. Test reports have to be maintained for each component. It is possible that some tests have to be postponed to the integration step.
4. Layout plan will be provided to the selected bidder. The selected bidder is responsible for physical movement and installation of components as per the layout plan in the Data Center.
5. Upon completion of deployment of the all hardware and software, the selected bidder shall be required to perform a systematic and complete handover the infrastructure to UIDAI for ongoing operations and maintenance as per instructions provided by UIDAI.

5.5.2.3 Technical Support

1. The selected bidder shall provide comprehensive on-call support to UIDAI at the designated Data Centers on a 24x7 basis to ensure uptime for the infrastructure provided as part of the Bid as per clause 5.5.3.

5.5.2.4 Warranty/Support

1. Refer Section 4.1.7 and the bidder shall provide comprehensive onsite warranty on a 24x7 basis for a period of 3 Years (36 months) in respect of all the Hardware under this contract and 3 years support for software. The warranty/support period shall commence from the date of acceptance of the system by UIDAI as defined in clause 3.1(16) or 90 days from the date of completion of Installation and Commissioning (where delay is wholly attributable to the purchaser), whichever is earlier

5.5.2.5 Ongoing Maintenance & Support Services

1. The bidder shall be responsible for tasks including but not limited to configuration and setting up of Hardware and software. The Bidder shall also be responsible for executing software updates when necessary. These services shall be provided at the time of installation and

commissioning and thereafter on ongoing basis till the currency of contract.

2. The selected Bidder shall provide support at the Data Centers of UIDAI at Hebbal (Bengaluru) and Manesar (Gurgaon).

5.5.3 Service levels – Incident Management and Issue Resolution

Support for the OEM components supplied shall be provided on a 24x7 basis including public holidays:

S. No.	Service Level Description	Target
1	Response time - Acknowledgement and response to incident report (acknowledge the receipt by logging the call, assigning a case ID, and communicating that case ID to UIDAI)	1 hour
2	Restoration time - time taken to close the tickets after providing the root cause analysis or resolution of the issue after the call has been received and acknowledged.	Qualys Guard - 24 Hours
3	Resolution time – Time for resolution of incidents after the call has been received and acknowledged.	Qualys Guard - 72 Hours

Table 20.1: Service Levels applicable during Warranty/support Period

If the successful bidder fails to meet one or more of the above Service Levels within the Target time limit(s) as specified in the above **Table**, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, as per section-III clause 3.20.

5.6 Timelines

5.6.1 Delivery Schedule and Implementation Schedule

As per Annexure 4.1.6 of Section IV

5.7 Commissioning and Acceptance

5.7.1 Commissioning and acceptance of Hardware and Software

1. The selected Bidder will have to provide the tests plan to demonstrate the correct working of the hardware/software supplied individually before commencement of acceptance.
2. System testing schedules, formats for testing and commissioning reports and dissemination mechanism for such reports shall be drawn by the bidder in consultation with UIDAI.
3. Commissioning of the systems shall be considered to be complete only after the following conditions have been met successfully to the satisfaction of UIDAI.
 - (i) Delivery of all the items as per the bill of material at the designated locations of installation. Short shipment of goods will not be acceptable.

- (ii) Deployment, Installation and Configuration of all Hardware/Software to the satisfaction of UIDAI at Data Centers at Hebbal (Bengaluru) and Manesar (Haryana) as specified under Bill of Material under clause 5.3.1.
- (iii) Successful testing of all components individually.
- (iv) Successful completion of Commissioning would need to be accepted and certified by UIDAI.

Appendix A**CONTRACT**

THIS AGREEMENT made this _____ day of between President of India through 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 Supply, Installation, Commissioning and support for Hardware and Software with the **Vendor**, for the Data Centres of Unique Identification Authority of India in Bengaluru & Gurgaon, and has accepted to pay to the **Vendor** the contract amount for provisioning of those goods & related Services at a total cost not exceeding (**Rupees**) (hereinafter referred to as "the Contract Price").

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

- A.** Bid Document No _____ regarding “Supply, Installation, Commissioning and Warranty cum Support for Hardware &Software” in the Data Centres of Unique Identification Authority of India, including

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

- B.** Clarifications issued by the **Purchaser and successful bidder**.
- C.** Technical and Commercial proposals submitted by the **Vendor**.
- D.** Order No. _____ dated _____ placed on the **Vendor**.
- E.** Acceptance of the order vide No. _____ dated _____ by the Vendor.

3. In consideration of the payments to be made by the **Purchaser** to the **Vendor** as hereinafter mentioned, the **Vendor** hereby covenants with the **Purchaser** to provide the goods and services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.

4. The **Purchaser** hereby covenants to pay the **Vendor** in consideration of the provision of the Goods and Services as listed in Table below and the remedying of defects therein , the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

S No.	Item Description	Unit of Measurement	No. of Units	Unit Rate including support for one year (in Rupees)	Unit Rate including support for three years (in Rupees)	Taxes per unit (in Rupees)	Total Unit Cost [(8)=(6)+(7)] (in Rupees)	Total Cost including Taxes for three years support [(9)=(4)x(8)] (in Rupees)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Cost of Hardware/Software								
1								
2								
3								
.								
.								
.								
TOTAL COSTS								

5. TOTAL CONTRACT VALUE:(Rupees)

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

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

Signature -----

Name -----

Designation _____

Address -----

Signed, sealed and delivered for and on behalf of the President of India acting through the Director General, Unique Identification Authority of India

Signature -----

Name -----

Designation _____

Address -----

Date -----
Place : New Delhi

Date -----
Place New Delhi

In the presence of:

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

In the presence of:

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

Date -----
Place : New Delhi

Date -----
Place New Delhi

Appendix B**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE
GUARANTEE BOND**

Ref : _____ Date _____

Bank Guarantee No. _____

To

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

1. Against contract vide Advance Acceptance of the Bid No. _____ dated _____ covering **“Supply, Installation, Commissioning and Warranty cum Support for Hardware & Software”** in the Data Centres of Unique Identification Authority of India in Bengaluru and Gurgaon (hereinafter called the said “Contract”) entered between the Unique Identification Authority of India (UIDAI) (hereinafter called the “Purchaser”) and _____ (hereinafter called the “Vendor”) this is to certify that at the request of the Vendor we _____ Bank Ltd., are holding in trust in favor of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the Terms and Conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract

by the Vendor i.e. till _____ (viz sixty days beyond the date up to 3 years (36 months) from date of signing of the Purchaser order) hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd., by the Purchaser before the said date. Payment under this letter of Guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd. Undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.
5. We _____ bank Ltd., further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Vendor from time to time or to postpone for any time from time to time any of the powers exercisable by the Purchaser against the said Vendor and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties would, but for this provision have the effect of so releasing us from our liability under this guarantee.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

Date _____

Place _____

Signature _____

Witness _____

Printed Name

(Bank's common seal)

Appendix C**BID SECURITY FORM**

Whereas _____ (hereinafter called “the Bidder”) has submitted its bids dated _____ for “**Supply, Installation, Commissioning and Warranty cum Support for Hardware & Software**” in the Data Centres of Unique Identification Authority of India in Bengaluru and Gurgaon (hereinafter called “the Bid”).

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

THE CONDITIONS of this obligation are:

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

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

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

Sealed with common seal of the said Bank this _____ day of _____ 2014

(Authorized Signatory of the Bank)

Appendix D

BIDDER’S PROFILE

A. General Information:

- (i) Location of Corporate Head Quarters:
- (ii) Date and Country of Incorporation:
- (iii) Service Facilities location:
- (iv) Turnover
 - a. Average Turnover for last three years
 - b. Product-wise turnover for last three years
- (vii) Geographical Distribution of the Vendor:
(offices, locations to be specified with their respective staff strength)
- (viii) Total number of similar installations:
 - a. World-wide (excluding India)
 - b. In India
- (ix) Total number of installations of the product model quoted / year of announcement:
 - a. World-wide (excluding India)
 - b. In India
- (x) Number of employees:

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 E**Statement of Undertaking From OEM**

To

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

Sir,

Sub : Statement of Undertaking from OEM.

Ref : Bid No._____ covering “Supply, Installation, Commissioning and Warranty cum Support for Hardware & Software” in the Data Centres of Unique Identification Authority of India in Bengaluru and Gurgaon.

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

- 1.** We confirm that we would support the installation, commissioning, integration and maintenance of products offered/supplied to the Unique Identification Authority of India (herein referred to as “UIDAI”).
- 2.** We hereby confirm that the products / solutions being supplied to UIDAI will not be declared end of sale till the date of its acceptance by UIDAI and that we shall support the same for a minimum period of 3 years from the date of its acceptance by UIDAI. If the same is de-supported by us for any reason whatsoever, we undertake to replace it with an equivalent or better substitute that is acceptable to UIDAI, without any additional cost to UIDAI and without impacting the performance of the solution in any manner
- 3.** We hereby agree to supply and/or install all new releases, versions, any type of update, upgrade patch and/or bug fixes for the software or firmware from time to time at no additional cost to UIDAI.

- 4. We hereby confirm our commitment towards providing the necessary support and assistance in case of any problems / issues arising due to integration of our product(s) with any other component(s) / product(s) under the purview of the overall solution.

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

Thanking you,

Yours faithfully,

(Signature)

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

Authorized Signatory

Name : _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

Appendix F**List of Locations where Goods/Services have to be Supplied, Installed,
Commissioned**

S No.	City	Address	Name of Contact Person
1	Hebbal	UIDAI Data Centre Complex CA site No.1, NTI Layout, Rajiv Gandhi Nagar, Tata Nagar Entrance, Kodigehalli, Bangalore-560092 (India)	ADG (Ops), UIDAI Tech Centre
2	Manesar	UIDAI Data Centre Complex Plot No-1, Sector M2, IMT, Manesar, Gurgaon, Haryana-122050 (India)	ADG (Ops), UIDAI Tech Centre