

## SECTION VI – APPENDICES

### TABLE OF CONTENTS

<b>S. NO.</b>	<b>CONTENTS</b>	<b>PAGE NO</b>
1	CONTRACT ( <b>APPENDIX-A</b> )	2
2	PERFORMANCE BANK GUARANTEE FORM ( <b>APPENDIX-B</b> )	5
3	BID SECURITY FORM ( <b>APPENDIX-C</b> )	8
4	BIDDER'S PROFILE ( <b>APPENDIX-D</b> )	9
5	STATEMENT OF UNDERTAKING FROM OEM ( <b>APPENDIX-E</b> )	10
6	LIST OF SITES / LOCATIONS ( <b>APPENDIX-F</b> )	13

## Appendix A

# CONTRACT

THIS AGREEMENT made this \_\_\_\_ day of ..... between 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 Procurement of Computer Servers and Accessories along with Incidental Services with the **Vendor**, for the Data Centres of Unique Identification Authority of India in Hebbal (Bengaluru) and Manesar (Haryana), 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 of Servers and Accessories, etc.” in the Data Centres of Unique Identification Authority of India, including

- (i) Instruction to Bidders
- (ii) General Conditions of Contract
- (iii) Scope of Work
- (iv) List of Site(s)

**Section II**  
**Section III**  
**Section V**  
**Appendix F**

**B.** Clarifications issued by the **Purchaser**.

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

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

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

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

S No.	Item Description	Unit of Measurement	No. of Units	Unit Rate (in Rupees)	Taxes per unit (in Rupees)	Total Unit Cost [(6)=(4)+(5)] (in Rupees)	Total Cost including Taxes (8)=(3)x(6) (in Rupees)
(1)	(2)		(3)	(4)	(5)	(6)	(7)
1							
2							
3							
4							
	<b>TOTAL COSTS</b>						

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

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

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

\_\_\_\_\_

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 \_\_\_\_\_

Date \_\_\_\_\_  
Place : New Delhi

**In the presence of:**

Signature \_\_\_\_\_

Name \_\_\_\_\_  
Designation \_\_\_\_\_

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 I, 9<sup>th</sup> Floor,  
Jeevan Bharati Building,  
Connaught Place,  
New Delhi – 110001.**

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

the Vendor i.e. till \_\_\_\_\_ (viz the date up to 60 months after the date of successful commissioning and acceptance of the system by the Purchaser) hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_ Bank Ltd., by the Purchaser before the said date. Payment under this letter of Guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank Ltd. Undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment 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, Integration and Maintenance of Servers and Accessories”** in the Data Centres of Unique Identification Authority of India in Hebbal (Bengaluru) and Manesar (Haryana) (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) Manufacturing facilitie(s) Location & Size:
- (iv) Service Facilities location:
  - a. No. in India
  - b. Average value of inventory of spares per service location
- (v) Technical collaborators (if any)
- (vi) 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:
  - a. Total Number
  - b. Manufacturing
  - c. R & D (if any)
  - d. Hardware Maintenance
  - e. Software
- (xi) Representation in India (only if the bidder is a company not incorporated in India):
  - a. Through Affiliate / subsidiary / Authorized Representative.
  - b. Points (i) to (viii) and (xi) to be given for the affiliate / subsidiary / authorized representative (if any).

#### 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 I, 9<sup>th</sup> Floor,  
Jeevan Bharati Building,  
Connaught Place,  
New Delhi – 110001.**

Sir,

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

**Ref : Bid No.\_\_\_\_\_ covering “Supply, Installation, Commissioning, Integration and Maintenance of Servers and Accessories” in the Data Centres of Unique Identification Authority of India in Hebbal (Bengaluru) and Manesar (Haryana).**

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 confirm that we would treat UIDAI as a preferred customer and that resolution of all problems and issues reported to us in fulfillment of the above mentioned Bid would be undertaken by us on priority basis.
3. We hereby confirm that the products / solutions being supplied to UIDAI will not be declared end of sale for a minimum of 24 months from the date of its acceptance by UIDAI and that we shall support the same for a minimum period of 7 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.

4. 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. Additionally, the documentation and training services associated with the product(s) shall be provided free of cost to UIDAI.
5. We hereby agree to abide by the General Terms & Conditions of this Bid. We further agree to provision the required critical spare/components at the designated sites of UIDAI for meeting the uptime commitment.
6. In case of any dissatisfaction or default on our part in providing the level of support desired by UIDAI, we agree to extend the support required to meet the commitments made without any financial liability to UIDAI.
7. We hereby agree to provide to UIDAI, required assistance, consultancy and services beyond the defined scope of work to resolve issues under critical and unforeseen situations.
8. 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.
9. We also confirm that in the event of UIDAI deciding, at any time during the time of contract under this Bid, to relocate the product(s) / setup, we will provide necessary assistance to UIDAI to relocate the equipment at no additional cost.

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 (BENGALURU)	UIDAI Data Center Complex CA Site No.1, NTI Layout, Rajiv Gandhi Nagar, Tata Nagar Entrance, Kodigehalli, Bangalore – 560092. INDIA	
2	MANESAR (HARYANA)	UIDAI Data Center Complex Plot No.1, Sector M2, IMT, Manesar, Gurgaon, Haryana – 122050. INDIA	