

SECTION II- Instruction to Bidders

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SECTION II- Instruction to Bidders

1. Procedure for Submission of Bids

- 1.1 It is proposed to have a Three Cover System for this Bid process.
- a) Pre-Qualification Bid (2 copies) in one cover No PQ (please refer to Clause 7.1 (a)).
 - b) Technical Bid (2 copies) in one cover No TQ.
 - c) Commercial Bid (2 copies) in one cover No CQ.
- 1.2 Each copy of Pre-Qualification Bid, Technical Bid and Commercial Bid of the Bidder should be put in separate sealed Covers super scribing the wordings “Pre-Qualification Bid (PQ)”, “Technical Bid (TQ)” and “Commercial Bid (CQ)” respectively. Each Copy in each bid should also be marked as “Original” and “First copy”. Both the copies of each bid should be put in a single sealed cover super scribing the wordings “Pre-Qualification Bid”, “Technical Bid” and “Commercial Bid” as the case may be. Please Note that Prices **should not** be indicated in the Pre-Qualification and Technical Bid and should **only be** indicated in the Commercial Bid.
- 1.3 The cover containing two copies of Pre-qualification Bid, cover containing two copies of Technical Bid and the cover containing two copies of Commercial Bid should be put in another envelope and this envelope should be clearly marked **“Supply, Installation, Commissioning, Integration and Maintenance of Servers and Accessories”**. The Bid Covers are to be kept in a single sealed cover **super-scribed** with Bid Number, Due Date, Item and the wordings **“DO NOT OPEN BEFORE 1500 hours on 15th December, 2014”**.
- 1.4 The cover thus prepared should also indicate clearly the name, address and telephone number of the Bidder, to enable the Bid to be returned unopened in case it is declared “Late”.
- 1.5 Each copy of the Bid should be a complete document and should be bound as a volume. The document should be page numbered and appropriately flagged and contain the list of contents with page numbers. Different copies must be bound separately. The deficiency in documentation may result in the rejection of the Bid.
- 1.6 The Bidder should also provide the technical and commercial bids in soft copy, in the form of a non-rewriteable CD (Compact Disc).
- Two copies of CD containing the technical bid
 - Two copies of CD containing the commercial bid

- 1.7 The CD's would be sealed along with the hard copies of the respective technical and commercial bids. In case of any discrepancy in the contents of the documents, the information furnished on original paper document will prevail over the soft copy.

2 Cost of Bid Document

- 2.1 The Bidder is required to pay Rs.5,000/- (Rupees Five Thousand 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.**
- 2.2 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 Contents of the Bid Document

- 3.1 The Schedule of Requirements of the Goods/Services required, Bid procedures and contract terms are prescribed in the Bid Document. In addition to the **Pre-Qualification Bid** and **Section I – Invitation to Bid**, the Bid Document includes:
- a. **Section II** – Instructions to Bidders;
 - b. **Section III**- General Conditions of Contract;
 - c. **Section IV** – Contents of the Bid
 - (i) **Technical Bid**
 - (ii) **Commercial Bid**
 - d. **Section V**- Scope of Work and Schedule of Requirements
 - e. **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**)

- 3.2 The Bidder is expected to examine 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.**

4 Clarification of Bid Document

- 4.1 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 4 of Section I. The queries must be submitted in **Microsoft Excel (Hard copy and Soft copy)** format as follows:

Sr. No	Section No.	Clause No.	Page number in Section	Existing Provision in the Clause	Clarification Sought

- 4.2 The UIDAI will respond in writing, to any request for clarification of the Bid Document, received not later than the date prescribed by the UIDAI in Section I, Clause 4(g) of this Bid document. Written copies of the UIDAI's response (including an explanation of the query but without identifying the source of Inquiry) will be sent to all prospective Bidders who have received the Bid Document. UIDAI's response to clarifications will also be uploaded on the Website of UIDAI.

5 Amendment of Bid Document

- 5.1 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.
- 5.2 The amendment will be notified in writing or by fax or e-mail to all prospective Bidders who have received the Bid Document and will be binding on them.
- 5.3 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.

6 Language of Bids

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

7 Documents Comprising the Bids

7.1 The Bids prepared by the Bidder shall comprise of the following components (refer Clause 20 of Section II):

- a) Pre-Qualification Bid (please refer to Clause 19 of Section II) in separate sealed cover.
- b) The Technical Bid should comprise of the following (Refer Section IV and V):

S. No.	Description
(i)	Bid Particulars (Annexe 4.1.1)
(ii)	Technical Bid Letter (Annexe 4.1.2)
(iii)	Technical details of Goods/Services offered (Annexe 4.1.3)
(iv)	Statement of Deviation(s) from Schedule of Requirements (Annexe 4.1.4)
(v)	Statement of Deviation(s) from Tender Terms & Conditions (Annexe 4.1.5)
(vi)	Timelines (Annexe 4.1.6)
(vii)	Warranty (Annexe 4.1.7)
(viii)	Manufacturer's Authorization Form (Annexe 4.1.8)
(ix)	Maintenance Infrastructure Facilities (Annexe 4.1.9)
(x)	Response Sheet for Goods Offered (Annexe 4.1.10)
(xi)	Blade Server (Annexe 4.1.11)
(xii)	Blade Chassis (Annexe 4.1.12)
(xiii)	Rack Server (Annexe 4.1.13)
(xiv)	IP KVM Switches (Annexe 4.1.14)
(xv)	SAN Access Switch (Annexe 4.1.15)
(xvi)	Access Switch - Management and Security (Annexe 4.1.16)
(xvii)	Access Switch - DC LAN (Annexe 4.1.17)
(xviii)	LINUX OS Enterprise Edition (Annexe 4.1.18)
(xix)	HIDS (Annexe 4.1.19)
(xx)	Rack Mountable PDU (Annexe 4.1.20)
(xxi)	Server Racks (600 x 1200)mm (Annexe 4.1.21)
(xxii)	Communication Racks (800 x 1200)mm (Annexe 4.1.22)
(xxiii)	Statement of Undertaking from OEM (Appendix E)
(xxiv)	Un-priced Commercial Bid (please refer to Clause 37.2(a) Section II)

- c) The Commercial Bid should comprise of the following (Refer Section IV):

S. NO.	CONTENTS
1.	Bid Particulars (Annexe 4.2.1)
2.	Commercial Bid Letter (Annexe 4.2.2)
3.	Summary of Cost of Goods and Services offered (Annexe 4.2.3)
4.	Details of Costs for Goods offered (Annexe 4.2.4)
5.	Details of Costs for Accessories (Annexe 4.2.5)
6.	Details of Costs for Technical Services (Annexe 4.2.6)
7.	Details of Other Costs (Annexe 4.2.7)
8.	Details of Costs for Post Warranty Annual Maintenance (Annexe 4.2.8)

- 7.2 Bidders should enclose with their Technical Bid, full details of the Timelines (Refer Annexe 4.1.6 of Section IV) proposed to be followed for “**Supply, Installation, Commissioning, Integration and Maintenance of Servers and Accessories**” in the Data Centres of Unique Identification Authority of India (UIDAI) in Hebbal (Bengaluru) and Manesar (Haryana). All documentations are required to be in English.

8 Bid Prices

- 8.1 The Bidder shall indicate in the proforma prescribed at **Annexe 4.2.3 to Annexe 4.2.8 of Section IV**, the unit prices and total Bid Prices of the Goods/ Services, it proposes to provide under the Contract.
- 8.2 The unit prices quoted in the above mentioned proforma will be used to calculate charges for ‘change orders’, if any.
- 8.3 In the absence of the above information, as requested in Clause 8.1 and 8.2, a bid may be considered incomplete and summarily rejected.
- 8.4 The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the design and detailed study of the facilities in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document. If during a detailed study any upward revisions of the specifications and sizes given in the Bid document are to be made to meet the requirements of Bid document, all such changes shall be carried out within the lump sum contract price without any impact to the UIDAI.

9 Firm Prices

- 9.1 Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in Annexe 4.2.3 to Annexe 4.2.8 of Section IV enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 9.2 The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in Annexe 4.2.3 to Annexe 4.2.8 of Section IV.

10 Discount

- 10.1 The Bidders are advised not to indicate any separate discount. Unconditional Discounts, if any, should be merged with the quoted prices. Discount of such

type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the UIDAI shall avail such discount at the time of award of contract.

11 Bidder Qualification

- 11.1 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.
- 11.2 It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:
- a) Constituted attorney of the company.
 - OR**
 - b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company.

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

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

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

12 Bid Security

- 12.1 Pursuant to Clause 19.1(ii), the Bidder shall furnish, as part of its bid, a bid security of the amount mentioned in Clause 2 of Section I.
- 12.2 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 12.7.
- 12.3 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.

- 12.4 Bidders who are Government Departments and Central Public Sector Undertakings are exempted from furnishing of bid security. Any bid not secured in accordance with Clauses 12.1 and 12.3 will be rejected by the UIDAI as non-responsive.
- 12.5 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 13.
- 12.6 The successful Bidder's bid security will be discharged upon the Bidder executing the Contract, pursuant to Clause 34 and furnishing the performance security, pursuant to Clause 35.
- 12.7 The bid security may be forfeited:
 - a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
 - b) In the case of a successful Bidder, if the Bidder fails;
 - (i) to sign the Contract in accordance with Clause 34;
 - (ii) to furnish performance security in accordance with Clause 35.

13 Period of Validity of Bids

- 13.1 Bids shall remain valid for 180 days after the date of opening of Pre-Qualification Bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.
- 13.2 In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of bid security provided under Clause 12 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

14 Format and Signing of Bid

- 14.1 The Bidder shall prepare two copies of each Bid, clearly marking each "**Original**", and "**First Copy**" as appropriate in accordance with Clause 1. In the event of any discrepancy between them, the original shall govern.
- 14.2 The original and first copy of the bid shall be typed. The original and first copy shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract in accordance with Clause 11. The authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, including un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.
- 14.3 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.

15 Revelation of Prices

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

16 Terms and Conditions of Bidders

- 16.1 Printed terms and conditions (General 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 (Annexe 4.1.5 of Section IV).
- 16.2 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 (Annexe 4.1.4 of Section IV).
- 16.3 The Bidder should note, that, in case any of the deviation (s) or assumption (s), indicated by the Bidder in its Technical Bid in Annexe 4.1.4 or Annexe 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.

17 Local Conditions

- 17.1 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.
- 17.2 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
- 17.3 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 whatsoever 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.

18 Headings

18.1 Headings of conditions hereto shall not affect the construction thereof.

19 Conditions for Pre-Qualification of Bidders

19.1 For the purpose of pre-qualification of Bidders, the Bidder should enclose in their Pre-Qualification Bid (to be submitted in a separate sealed cover), statement of qualification on following parameters, duly supported by necessary documentary evidences, as applicable:

- (i) Bid Document Fee Demand Draft (in original) in case RFP document is downloaded, else copy of document purchase receipt from UIDAI.
- (ii) Bid Security (in original) of the prescribed amount and validity pursuant to Clause 12.
- (iii) Bidder's Profile in the format prescribed in Appendix D.
- (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.
- (vi) The Bidder should have at least 500 technical employees on its own roll as on 31st Mar 2014 and shall provide documentation signed by the HR Head or Authorized signatory.
- (vii) Bidder as well as OEM of Bidder should have ISO Certificate of each type from the certifying organizations, 9001 or any other equivalent or better quality certification; OEM whose product are being quoted should have ISO 14001 or any other equivalent or better quality certification.
- (viii) The OEM of Server and Networking equipments quoted by the bidder, should have average annual turnover of Rs.10,00,00,00,000/- (Rupees One Thousand Crores) from sales of Servers and Networking equipments in the last three financial years ending 31.03.2014. The average turnover refers to the average turnover of the OEM company and not the composite turnover of its subsidiaries/sister concerns, etc. The bidder must submit copy of the Audited Balance Sheets and Profit & Loss Account Statement for last 3 financial years ended on 31.03.2014 along with the bid. However, in the case of no-availability of audited balance sheets, a Certificate from the Statutory Auditor/Chartered Accountant of the OEM's Company certifying the turnover of the OEM in the last three financial years would be acceptable.

- (ix) The Bidder should be an IT Company and should have been in the business of manufacture/sale/installation and commissioning of each of the IT Equipments quoted in this bid, for the last **10 years** ending 31.03.2014. The bidder should provide documentary evidence from OEM in the form of an authorization letter (Technical Bid **Annexe 4.1.8**) of OEMs of Servers, Networking, Security Systems and Accessories.
- (x) The Bidder should have average annual turnover of Rs. 5,00,00,00,000/-(Rupees Five Hundred Crores) from sales of Servers, Networking, Security Systems and Accessories **in India** in the last three financial years ended on 31.03.2014. 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 of the Audited Balance Sheets and Profit & Loss Account Statement for the last 3 financial years ended on 31.03.2014 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.
- (xi) The bidder must have executed at least three (3) purchase orders in India each of the value of at least Rs.50 crores (Rupees Fifty Crores) from supply, installation, integration and commissioning of Servers, Networking, Security Systems, Accessories and Services in the last 3 financial years ended on 31.03.2014. For each of such orders, the Bidder should submit the following:-
 - (i) Copy of each such Purchase Order clearly indicating the total value of the Order.
 - (ii) 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 Servers,
 - (iii) A copy of the certificate from respective customers indicating satisfactory execution of such order/contract from the respective customer.
- (xii) 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.
- (xiii) The Bidder should have local offices setup in Bengaluru and NCR Delhi/Manesar.

20 Sealing and Marking of Bids

- 20.1 The Bidders shall seal and mark the original and each copy of the Bid strictly in accordance with Clause 1.
- 20.2 If the outer cover of the bid is not sealed and marked as required by Clause 1, the UIDAI will assume no responsibility for the bid's misplacement or premature opening.

21 Last Date for Receipt of Bids

- 21.1 Bids will be received by the UIDAI at the address specified under Clause 4(b) of Section I not later than the time and date specified in **Clause 4(c) of Section I**. In the event of the specified date for the receipt of Bids being declared a holiday for the UIDAI, the Bids will be received up to the appointed time on the next working day.
- 21.2 The UIDAI may, at its discretion, extend the last date for the receipt of bids by amending the Bid Document in accordance with Clause 5, 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.

22 Late Bids

- 22.1 Any bid received by the UIDAI after the last date and time for receipt of bids prescribed by the UIDAI, pursuant to Clause 4(c) Section I, will be rejected and/or returned unopened to the Bidder.

23 Modification and Withdrawal of Bids

- 23.1 The Bidder may modify or withdraw its bid after the Bids' submission (but not later than the last date of submission), provided that written notice of the modification or withdrawal is received by the UIDAI prior to the last date prescribed for receipt of bids.
- 23.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and submitted in accordance with the provisions of Clause 1. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids.
- 23.3 No bid may be modified subsequent to the last date for receipt of bids.
- 23.4 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security.

24 Address for Correspondence

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

25 Opening of Bids by UIDAI

- 25.1 On the basis of information furnished in the Pre-Qualification Bid, pursuant to Clause 19, Bidders will be pre-qualified. The bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation, and the sealed Technical and Commercial Bids of such Bidders will be returned unopened immediately.
- 25.2 Bids of only pre-qualified Bidders will be taken up for further evaluation.
- 25.3 The UIDAI will open the Bids, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in Clause 4 of Section I of this Document.
- 25.4 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.
- 25.5 The UIDAI will prepare minutes of the bid opening.

26 Clarification

- 26.1 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.

27 Preliminary Examination

- 27.1 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.
- 27.2 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 a discrepancy between words and figures, the amount in words will prevail.
- 27.3 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.

- 27.4 The UIDAI may waive any minor informality 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.

28 Contacting the UIDAI

- 28.1 No Bidder shall contact the UIDAI on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.
- 28.2 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.

29 Post Qualification

- 29.1 The UIDAI will determine to its satisfaction whether the Bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 29.2 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 Appendix D as well as such other information as the UIDAI deems necessary and appropriate.
- 29.3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the UIDAI will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30 Criteria for Evaluation of Bids

- 30.1 To meet the UIDAI's requirements, as spelt out in the Bid Document, the selected Bidder must have the requisite experience in supply, installation, integration and commissioning of Servers, 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 Clauses 30.2 to 30.8. The purpose of Clause 30 is only to provide the Bidders an idea of the evaluation process that the UIDAI may adopt. The UIDAI reserves the right to modify the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders.

30.2 Phase I: Evaluation of Technical Bids

Technical Bids will be opened in the presence of representatives of the Bidders who choose to be present as per the date indicated by the UIDAI. A detailed analysis will be subsequently carried out by the UIDAI. In this phase, the Technical Bids will be reviewed for compliance of the Bid requirements with reference to the responses to the technical requirements given in Section IV and schedule of requirements of this Bid Document (Section V). Technical Bids which meet the above mentioned criteria will be eligible for consideration in the subsequent rounds. If required, the UIDAI may seek specific clarifications from any or all Bidder(s) at this stage. The UIDAI shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s).

30.3 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, both non-recurring and recurring, of all Goods/ Services, comprising of all items as mentioned in Annexe 4.2.3 to Annexe 4.2.8 of Section IV, proposed to be charged by the Bidder.

30.4 Subject to Clause 30, the 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 any bid, wholly or in part. The tender will be evaluated as a package of all the items in Commercial Bid (Annexe 4.2.4 to Annexe 4.2.8 of Section IV) including installation and commissioning charges, Annual Maintenance Charges (AMC), and any other item quoted by the bidder for successful commissioning of the system.

30.5 Deleted.

30.6 In case any item included in the 'Costs for Goods offered' and Post Warranty Annual Maintenance Costs (Annexe 4.2.4 and 4.2.8) is not quoted by the Bidder, the bid would be rejected as non responsive. However, in case any item in the other Annexures (Annexe 4.2.5 to 4.2.7) is not quoted by the Bidder, the bid would be evaluated and it would be presumed that the bidder would not charge anything extra for supply of ancillaries or any other component or service required for discharging the scope of work specified in Section V of the Bid.

30.7 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.

30.8 Determination of Lowest Commercial Bid:

30.8.1 Determination of lowest commercial bid will be based on the total onetime non-

recurring cost and the maintenance cost discounted to the Net Present Value (NPV). The Annual Rate of Discounting (i) will be treated as **8.75 percent**.

30.8.2 The Net Present Value (NPV) of the prices quoted in the Commercial Bid submitted by the bidder will be calculated based on the method and formula given in the table below:

Value Parameters	Quoted Value by Bidder	NPV Value	NPV Evaluation
Value of One-Time Non-Recurring Items	Value 1(A) of Annexe 4.2.3, say (Z)	Z	Z
Annual Maintenance Cost of Servers and Blade Chassis	Value (A) of Annexe 4.2.8, say (X)	$X/(1+i)^3 \dots\dots X1$	Value of (X1+X2)
		$X/(1+i)^4 \dots\dots X2$	
Annual Maintenance Cost of Other Items	Value (B) of Annexe 4.2.8, say (Y)	$Y/(1+i) \dots\dots Y1$	Value of (Y1+Y2+Y3+Y4)
		$Y/(1+i)^2 \dots\dots Y2$	
		$Y/(1+i)^3 \dots\dots Y3$	
		$Y/(1+i)^4 \dots\dots Y4$	
Total NPV Evaluation Value (N)			[Z + (X1+X2) + (Y1+Y2+Y3+Y4)]

The formula for determining the lowest evaluated bid (L1) will be as under
L1= Lowest of NPV Evaluation Value (N) where,

Total One-Time Non Recurring Costs includes:

- i) Costs for Goods (Annexe 4.2.4)
- ii) Accessories (as per details in Annexe 4.2.5)
- iii) Technical Service (as per details in Annexe 4.2.6)
- iv) Other Costs (as per details in Annexe 4.2.7)

Total Annual Recurring Costs includes:

- i) Post Warranty Annual Maintenance Costs of Servers and Blade Chassis (as per details in Annexe 4.2.8) shall be taken into account for the purpose of evaluation of Commercial Bids.
- ii) Post Warranty Annual Maintenance Costs of Other Items (as per details in Annexe 4.2.8) shall be taken into account for the purpose of evaluation of Commercial Bids.

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

- 31.1 The UIDAI may at any time, by a written order given to the Bidder pursuant to Clause 15 of Section III – General Conditions of Contract, make changes within the general scope of the Contract. Accordingly, the UIDAI reserves the right to place repeat order(s) within the **Contract Period**, of up to 25% of the Contract value. In case of any increase/ decrease in quantities of any item, the Technical Service Charges, if any quoted, shall be correspondingly increased/ decreased on pro-rata basis.
- 31.2 The UIDAI shall reserve the right, **not to purchase** all the Goods/Services quoted by the bidder in this invitation to bid.

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

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

33 Notification of Award

- 33.1 Prior to the expiration of the period of bid validity, the UIDAI will notify the successful Bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 35, the UIDAI will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 12.

34 Signing of Contract

- 34.1 At the same time as the UIDAI notifies the successful Bidder that its bid has been accepted, the UIDAI will send the Bidder the Contract Form (Appendix A of Section VI provided in the Bid Document, incorporating all agreements between the parties).
- 34.2 Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.

35 Performance Security

- 35.1 Within 7 days of the receipt of notification of award from the UIDAI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at Appendix B of Section VI.
- 35.2 Failure of the successful Bidder to comply with the requirement of Clause 35 or Clause 36 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.

36 Confidentiality of the Document

- 36.1 This Bid Document is confidential and the Bidder is required to furnish an undertaking that anything contained in this Bid Document shall not be disclosed in any manner.

- 36.2 Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose.

37 Rejection Criteria

37.1 Technical Rejection Criteria

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

- 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.
- 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.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process.

37.2 Commercial Rejection Criteria

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

- a) Bid should be submitted in Three Bid systems in three separate envelopes. The Pre-Qualification Bid and Technical Bid shall contain no prices or commercial bid details. However a blank copy of the commercial bid should be enclosed with the Technical Bid with the price column of the price bid format blanked out. A tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Commercial bid. **Offers with Pre-Qualification Bid or Technical Bid containing prices shall be rejected outright.**
- b) Offers of following kinds will be rejected:
- i. Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer
 - ii. Fax/Email
 - iii. Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid.
 - iv. Offers where prices are not firm during the entire duration of the contract

- and / or with any qualifications.
 - v. Offers which do not conform to UIDAI's price bid format.
 - vi. Offers which do not confirm to the completion period indicated in the bid.
- c) Total lump sum price quoted by the Bidder must be inclusive of all taxes including excise duty and sales tax etc.
- d) 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.