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## 2 SECTION II- Instruction to Bidders

### 2.1 Procedure for Submission of Bids

1. It is proposed to have a Two Cover System for this Bid process.

a)	Technical Bid	(2 copies) in one sealedcover labeledTechnical Bid.
b)	Commercial Bid	(2 copies) in one sealedcover labeledCommercial Bid.

- 2 Each copy of Technical Bid and Commercial Bid of the Bidder should be put in separate sealed Covers super scribing the wordings“Technical Bid” and “Commercial Bid” 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“Technical Bid” and “Commercial Bid” as the case may be. Please Note that Prices **should not** be indicated in the Technical Bid and should **only be** indicated in the Commercial Bid. In case, prices or any commercial quote is found in the cover other than “Commercial Bid” the same will lead to disqualification of the bidder.
- 3 The cover containing two copies of Technical Bid and the cover containing two copies of Commercial Bid should be put in another sealed cover and this cover should be clearly marked **“Supply, Installation, Commissioning and Supportfor Software”**. 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 1300 Hrs on 07/06/2016”**.
- 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”.
- 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.
- 6 The Bidder should also provide the technical and commercial bids in soft copy, in the form of a non-rewriteable CD (Compact Disc) in the respective sealed covers.
  - (a) Two copies of CD containing the technical bid
  - (b) Two copies of CD containing the commercial bid
- 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.

- 8 Every page of the Bid document and all documents attached with the Bid should be signed by the authorized signatory along with company's stamp.

## 2.2 Cost of Bid Document

- 1 The Bidder is required to **pay fee of Rs.100/- (Rupees One Hundred)**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.

## 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 1.1 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 1.1(h) 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 which 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 20 of Section II):
  - a) The Technical Bid should comprise of the following:

S. No.	Description
(i)	Pre-Qualification criteria as per section 1 clause 1.3.1
(ii)	Checklist as per section 1 clause 1.3.2 and 1.3.3
(iii)	Bid Particular under Technical Bid (Annexe 4.1.1)
(iv)	Technical Bid Letter (Annexe 4.1.2)
(v)	Declaration For The Goods Offered (Annexe 4.1.3)
(vi)	Statement of Deviation(s) from Schedule of Requirements (Annexe 4.1.4)
(vii)	Statement of Deviation(s) from Tender Terms & Conditions (Annexe 4.1.5)
(viii)	Delivery Schedule (Annexe 4.1.6)
(ix)	Warranty (Annexe 4.1.7)

(x)	Manufacturer's Authorization Form (Annexe 4.1.8)
(xi)	Statement of Undertaking from OEM (Appendix E)

b) The Commercial Bid should comprise of the following:

S. No.	Description
(i)	Bid Particulars under commercial Bid (Annexe 4.2.1)
(ii)	Commercial Bid Letter (Annexe 4.2.2)
(iii)	Cost of Software and Support for three years (Annexe 4.2.3)

## 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 whatsoever throughout the currency of contract. The Bidder shall, therefore, indicate the prices in Annexure 4.2.3 of Section IV enclosed 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.

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, 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 19. (ii), the Bidder shall furnish, as part of its bid, a bid security of the amount mentioned in Sub-Clause 1.1(b) 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 12.1 and 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 34 and furnishing the performance security, pursuant to Clause 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 34;
    - ii. If the bidder fails to furnish performance security in accordance with Clause 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 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 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.
- 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.
- 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.

### **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 indicated 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 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.

### **2.18 Headings**

Headings of conditions hereto shall not affect the construction thereof.

### **2.19 Conditions for Pre-Qualification of Bidders**

Refer Section-1, clause 1.3.1.

### **2.20 Sealing and Marking of Bids**

- 1 The Bidders shall seal and mark the original and each copy of the Bid strictly in accordance with Clause 1.
- 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 and such bids will be summarily rejected.

### **2.21 Last Date for Receipt of Bids**

- 1 Bids will be received by the UIDAI at the address specified under Section I not later than the time and date specified in 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 until the appointed time on the next working day.
- 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 and/or returned un-opened.

to the Bidder.

## **2.23 Modification and Withdrawal of Bids**

- 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 and time prescribed for receipt of bids.
- 2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and submitted in accordance with the provisions of Clause 1. A signed withdrawal notice by authorized signatory has to be sent in writing to the contract person as per Section I.
- 3 No bid may be modified subsequent to the last date and time for receipt of bids.
- 4 No bid may be withdrawn in the interval between the last date and time 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.

## **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 The Technical Evaluation will include pre-qualification assessment. On the basis of information furnished in the Pre-Qualification criteria list, 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 technical bid and sealed Commercial Bids of such Bidders will be returned unopened.
- 2 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.
- 3 The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the bid opening.

## **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 documents 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 2 to 8 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 pre-qualification assessment shall form part of technical evaluation. Bids of Bidders who meet the pre-qualification 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 Software and support for three years, for all items as mentioned in Annexure 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 Software and 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 Software and Support for Three Years'.
  - ii. The qualifying vendor with the lowest 'Cost of Software and 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 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 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 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 Deleted

## 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.