

Government of India
(Ministry of Electronics & Information Technology)
Unique Identification Authority of India
(Administration Division)

No. D-11018/1/2017-Admin-II

Dated: 10.04.2017

Sub: e-Tender for Supply, Installation, Testing & Commissioning of Audio Conferencing Service at Unique Identification Authority of India (UIDAI) Headquarter, New Delhi.

The Unique Identification Authority of India (UIDAI) invites online tenders for Supply, Installation, Testing & Commissioning of Audio Conferencing Equipment/Service at Unique Identification Authority of India (UIDAI) Headquarter, New Delhi.

Bid Information Sheet

| | |
|--|---|
| Date of Publishing | 10.04.2017 |
| Date of pre-bid meeting | 17.04.2017 at 1500 hrs |
| Bid submission (start date) | 18.04..2017 at 0900 hrs |
| Bid submission (last date) | 01.05.2017 at 1500 hrs |
| Date of opening Technical bid | 02.05.2017 at 1500 hrs |
| Date of opening Financial bid | To be declared later |
| Validity of Tender | 90 (Ninety) days from bid opening |
| Cost of Tender Document (non-refundable) | Rs.100/- to be submitted in the form of DD/Pay Order in favor of "UIDAI", Payable at New Delhi. |
| Bid Security/EMD | Rs.10,000/- (Rupees Ten thousand), to be submitted in the form of DD/Pay Order in favour of "UIDAI", Payable at New Delhi. |
| Performance Bank Guarantee(PBG) | i) 10% of Contract Value, validity 60 Days beyond the contractual period of one year on completion of warranty. ii) Separate PBG @ 10% for CAMC with validity 60 Days beyond the CAMC period of 4 years. |

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

(Ratnesh Bharati)
Deputy Director (Admin),
2nd Floor, Tower-I,
Jeevan Bharati Building,
Connaught Place, ND-110001
Tel No. 011-23466842

Government of India
(Ministry of Electronics & Information Technology)
Unique Identification Authority of India

No. D-11018/1/2017-Admn-II

Dated: 10.04.2017

Sub: e-Tenders for Quotations for Supply, Installation, Testing & Commissioning of Audio Conferencing Service at Unique Identification Authority of India (UIDAI) Headquarter, New Delhi.

The Unique Identification Authority of India (UIDAI) invites online quotations through Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> for Supply, Installation, Testing & Commissioning of Audio Conferencing Equipment/Service including onsite Comprehensive Annual Maintenance Contract (CAMC) at Unique Identification Authority of India (UIDAI) Headquarter, New Delhi.

1. Scope of the work:

- a. Audio Conferencing Bridge supporting simultaneous at least three conferences, each of 16 parties' minimum with facilities such as Pre-scheduling conferences, Joining the conference from anywhere PSTN / ISDN/ GSM /CDMA/VoIP network/connectivity by just dialing in the pass code, generate call detailed record (CDR) with recording of conversations automatically into voice data, this voice data to be saved to USB memory, and listened as and when required and further expandable as per requirement in future.
- b. The system should have built in auto attendant/ voice message system, which may connect the users during call routing with voice guidance.
- c. The facility should exit as soon as the moderator terminates the call, the complete conference call terminates.
- d. Dedicated operations console/PC can be set up at the customer premises. The conference should be centrally monitored and managed (Scheduling/Rescheduling /Editing). Console/bridge shall be easy to deploy, manage and upgrade.
- e. Moderator service features - Ability to play roll call, playing back recorded names of the participants, capture the number of participants in the conference, stop message played, adjust lock/unlock conference.
- f. The moderator/initiator should be able to monitor the live status of the callers and group members.

- g. The supplier shall supply the equipment(s) with one-year warranty and four years of onsite CAMC.
- h. No dependence on any third party, assured support and upgrades.

2. Eligibility Criteria:

- a. Name of Firm/Proprietor/Agency.
- b. Evidence of Registered Main/Branch office in the jurisdiction of the NCT, Delhi (Enclose Self attested copy of evidence issued by State/Central Govt.).
- c. The bidder shall be Original Equipment Manufacturer (OEM) /Authorized Distributors/Partners/Dealers of "OEM" of a reputed brand, having authorization to supply the product and service (Enclose self-certified copy).
- d. PAN/TAN Card in the name of bidder (Enclose copy).
- e. VAT/Service Tax registration in the name of bidder (Enclose copy).
- f. Undertaking on Bidders' letterhead certifying that "Bidder (Name) has filed the Returns of Income Tax/VAT/Service Tax for last Three (3) Financial Years i.e. 2013-14, 2014-15 & 2015-16".
- g. Undertaking/certificate on Bidders' letterhead certifying that "Bidder (Name) has not been blacklisted by any Govt./PSU/Organization and no-criminal cases are either contemplated or pending against the bidder".
- h. Tender Fee & EMD: Valid Original instruments should reach to this office on or before the scheduled of bid and **scanned copies shall be uploaded at the time of online bidding.**
- i. Detail of bank account: upload a scanned copy of crossed cheque.
- j. Details of the similar contracts handled by the Bidder Company/firm/ Vendor from any central or State organizations/PSU/ Autonomous body/institution/corporation/ establishment/ Pvt. reputed Agency during the last three Financial Years i.e. 2013-14, 2014-15 & 2015-16" (enclose copies of work orders).

- k. Enclose copies of at least two satisfactory performance certificates in reference to above clause.
- l. Undertaking/certificate on letterhead regarding compliance to technical specification/requirement given under scope of work.

3. Terms & Conditions of Contract (T& C):

- a. The Bidder/s shall “**Supply, Installation, Testing & Commissioning of Audio Conferencing Equipment/Services with one year warranty and four years onsite Comprehensive Annual Maintenance Contract (CAMC)**” for Unique Identification Authority of India.
- b. Bidder/s shall comply to all statutory obligations towards Taxes & duties enforceable by Government from time to time, however the offered rate/amount of shall remain fixed and will not increase in any case during the currency of the contract except statutory obligations (for CAMC).
- c. The bidder/vendor shall provide onsite comprehensive maintenance to keep Audio **Conferencing equipment/services** in working order round the clock i.e. 24 X 7 during the period of the contract.
- d. “**Comprehensive Maintenance**” shall include “Upkeep of Conferencing equipment/services in perfect working condition”, general wear and tear, updating of software, on-call corrective and periodic preventive maintenance, necessary repairs, replacement of defective components/spare parts/cards, electrical/ mechanical parts, etc. along with the visits of service engineer as and when required at no extra cost.
- e. The repair and maintenance work shall be carried out in the premises of UIDAI, Headquarter by using **genuine** accessories/spare parts of the respective OEM (Original equipment manufacturer) and only such work which is not possible for execution in the premises shall be permitted, but not without formal/written permission of SO(Admin-II). In such cases, the standby arrangements shall have to be made immediately by the vendor. No transportation, labor charges in this account shall be paid. The parts/equipment taken away will have to be brought back within one week’s time failing which the cost of machine/parts/equipment will be recovered from the vendor and if considered necessary, the contract may be terminated without further notice apart from forfeiting the performance security.
- f. UIDAI reserves the right to take the services of the CAMC holder on Sundays, holidays and beyond the office hours or if, any eventuality arises without any additional remuneration during the currency of the contract.

- g. The vendor shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Bidder/Vendor. If the same is found, the vendor/bidder has given sub-contract, the contract shall stand cancelled and may be blacklisted with the forfeiture of Bank Guarantee.
- h. Breakdown/failure of services shall be attended immediately (within three hours on reporting) including Saturday, Sunday and Holidays. If the failure continues, **this office will take action(s) as per bid clause 7(a)**.
- i. The vendor shall maintain a proper record of the complete communication system and update regularly. The vendor shall also maintain a logbook and shall record every complaints/faults/failures. The vendor shall furnish the 24 Hrs helpline number for booking of the complaints and may be contacted (Service Engineer) in odd hours for any repair/maintenance purposes.
- j. The contract may be terminated by giving two month's notice in writing by either party.
- k. The vendor/bidder shall deploy qualified and experience personnel to attend the Audio Conferencing equipment/services as per the requirement, shall carry identification card issued by the employer.
- l. Shifting/re-installation of equipments/Services which are under CAMC, shall be done free of cost by the bidder/vendor, **no payment shall be made in this effect in any circumstances.**
- m. The firm/vendor should indemnify UIDAI, Headquarter against all applicable labor laws/statutory obligations in force. It shall be the sole responsibility of the firm/vendor for compliance of the same.
- n. The rates quoted, should include the existing rate of Service Tax or any other Taxes as applicable. Variation, if any, shall be paid/recovered on actual basis.
- o. CAMC charges would be paid in **four equal installments** in a year subject to satisfactory performance. The first installment shall be paid after six months on expiry of warranty period. This is only a tentative schedule for payment and does not confer any legal or other right on the contractor to proceed against this office in the event of payment being delayed due to budgetary and other unforeseen reasons.
- p. Any sum of money due and payable to the CAMC holder can be appropriated by competent authority in UIDAI, Headquarter for being set-off against any claim of this office from due bills and/or performance security deposit.
- q. Any modification in offer after the opening date will not be considered. **No request for escalation in rate shall be entertained on account of any reasons during the period of the contract.**
- r. Any matter during the period of contract, which has not been specifically covered in the agreement, shall be decided by the UIDAI whose decision shall be final and conclusive.

- s. In case of any dispute between the Vendor and UIDAI arising out of or in relation to this Contract/Agreement, the dispute shall be referred to a sole Arbitrator to be appointed by UIDAI, Headquarter and the decision of such Arbitrator shall be conclusive and binding on both the parties.
- t. The contractor on the expiry of this contract shall assist the next contractor to understand the operation and maintenance point of the system in total. The contractor shall continue to depute/deploy necessary resources in daytime (office hours) for one week after expiry of the previous contract without any extra claim for the same.

4. Bid Submission:

- a. The interest bidder/s shall upload their bids (complete in all respect) on <https://eprocure.gov.in/eprocure/appas> in one packet i.e. Two bid (technical bid and financial bid) system.
- b. The bid shall be submitted online in Packet-1 having 2 parts and Packet -2 having 2 parts viz.

Packet 1:-

- Part I –Tender Fee + EMD
- Part II -Documents as per bid.

Packet 2:-

- Part I - Schedule of Financial bid
- Part II - Schedule of price bid in the form of BOQUIDAlacf.xls

- c. **Technical Bid:** The bidder/s irrespective of nature of content of the documents must number all the pages of the bid sequentially before uploading. All the files mentioned should be in *.PDF format except for the BoQ which should be *.xls format.
- d. **Financial Bid:** The Financial Proposal/Commercial bid format as mentioned in Annexure-B provided as BOQUIDAlacf.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidder/s are advised to download this BOQUIDAlacf.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 tempered/modified in any manner, tender shall be rejected summarily and EMD would be forfeited and bidder is liable to be banned from doing business with UIDAI.
- e. The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the 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 any, upward revision in the specification took place during the tendering process, all such changes shall be carried out in the equipment/services with no extra cost to UIDAI.

- f. **Firm Prices:** Prices quoted must be firm and final and shall not be any upward modifications except **statutory requirement**. The Bidder/s shall indicate the prices in **Annexure-B** enclosed with the Bid in Indian Rupees (INR) only. The Commercial/Financial bid should clearly indicate the “**Price**” to be charged without any modification whatsoever and should include all applicable Taxes (such as VAT, duties, fees, levies, etc) currently in force for the activities to be executed.
- g. The bidder shall be required to submit a sum of Rs. **10,000/- (Ten Thousand Only)** as “**Earnest Money Deposit**” and **Rs.100/- (One hundred only)** as “**Tender Fee**” to be submitted in the form of DD/Pay Order/Bankers’ cheque in favor of “**UIDAI**”, Payable at New Delhi.. **Scan copy of the original shall be uploaded.** The Bids not accompanied with EMD/Tender Fee shall be summarily rejected.
- h. The original instruments (Hard Copy) in respect of Tender Fee, Earnest Money Deposit (EMD), etc. as applicable must be delivered to the address as mentioned in the **bid** on or before the bid schedule date/time as mentioned in the bid. The Bids shall be rejected for non-submission of original payment instrument like DD, Banker’s cheque, etc. as applicable against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non-refundable.
- i. Exemption regarding Tender Fee and EMD would be allowed as per Govt. norms viz. NSIC/MSME, etc. (enclose copy of exemption letter).
- j. Bids shall remain valid for **90 days** after the last date of bid submission mentioned in the bid. A bid valid for a shorter period may be rejected by the UIDAI because of non-responsive.
- k. In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid and accordingly validity of “EMD” shall be extended, if required.
- l. **EMD/Bid Security:** The EMD/Bid Security of unsuccessful bidders would be released within a week time after acceptance of the tender without interest. EMD of the successful Bidder’s would be released within a week time after furnishing of the Performance Bank Guarantee (PBG) and signing of the Contract, without interest.
- m. **Forfeit of EMD/Bid Security:** If the Bidder/s withdraws his/her bid during the bid validity period mentioned in the Bid or the successful Bidder fails to furnish performance security (PBG)/sign the Contract.
- n. The Bidder/vendor should qualify the eligibility conditions, shall submit the authenticated documents duly signed and any additional documents, if required.
- o. Submission of Bids will signify the acceptance of all terms and conditions of the contract as mentioned in the bid/Annexure(s).
- p. The Bid Document is not transferable.

5. **Bid Rejection:**
- If the valid and Original instruments (EMD/Tender Fee) do not reach to Deputy Director (Admin), 2nd Floor, Tower-1, Jeevan Bharati Building, Connaught Place, New Delhi-110001 on or before the bid-opening schedule i.e. date & time.
 - Tenders not accompanying required information and documents are liable to be rejected.
 - In case, the Bidder has not met the eligibility criteria.
 - Conditional offers, if any, will be summarily rejected
 - Canvassing in any form.
6. **Bid evaluation/Award of work:**
- a. The Bids will be opened as per schedule mentioned in **the bid** and after opening of the Technical bids online, its results of qualified bidders as well as opening of Price/financial Bid will be intimated online through CPP Portal.
 - b. Evaluation of the bid will be online and offline both, and comments of the offline committee will be uploaded as per the online process.
 - c. The lowest quoted price (L1) among the technically qualified bids on acceptance of UIDAI, will be awarded the work.
 - d. The successful bidder/vendor will have to deposit **two separate Security-cum-Performance Guarantees (PBGs) of 10% of the contract value with validity of 60 days beyond the contract period of (i) 1 yr of warranty period and (ii) 4 yrs of CAMC period**, in the form of Bank Draft/Pay Order/Banker's cheque from any Nationalized Bank in favor of “**UIDAI**” payable at New Delhi.
 - e. The successful bidder has to submit his/her acceptance and PBG within **10 days** on the receipt award letter. The successful bidder will sign a contract with a week time after verification of PBG from the respective Bank. In case of failure, UIDAI forfeit the bid security/EMD and may award the offer to the next lowest evaluated/successful Bidder @ L1 price.
 - f. PBG is returnable on successful completion of the contract period without interest. The security amount will be forfeited in case the services of the contractor are found unsatisfactory or in case of violation of the terms and conditions of the contract.
 - g. UIDAI, Headquarter reserves the right to reject/any/all bid (s) without assigning any reasons whatsoever at any stage of tendering. Canvassing in any form will be considered as disqualification from award of contract.
 - h. UIDAI shall issue purchase order as per the requirement and supplier would supply within ten working days on receipt of the PO.

7. **Payment Terms:**

- The UIDAI shall pay the agreed amount on production of original bills after satisfactory commissioning of the equipment/ services. No other charges of any kind shall be payable.
- The CAMC charges would be paid in **four equal installments** in a year subject to satisfactory performance of equipment/services after expiry of warranty period. **Variation, if any, over and above the existing rate in taxes/levies shall be borne by UIDAI.**
- No Payment shall be made in advance to neither the [Supplier/ Vendor](#) nor any loan from any bank or financial institution is recommended based on work award.
- Payment will be processed only after confirmation of PBG from the issuing bank.
- All payment shall be made by ECS/e-payment only and UIDAI shall be at liberty to withhold any of the payment in full or in part subject to Penalty/Deduction as applicable.
- **Tax Deducted at Source** (TDS) shall be deducted as per governing rules.

a. **Penalty/Deductions:**

- Any complaints reported should be attended within 4:00 Hrs on the same day. If the contractor fails to serve within the stipulated time limit, shall be **penalized @ 0.5%** of the CAMC (**cost of one year**) payable. Failure due to other reasons such as Telecom Service Providers would not count for the said purpose.
- If the system (part/full) failure continues beyond 24:00 Hrs, a penalty @ 1.0% per day shall be imposed up to restoration. In such case UIDAI reserves the right to get services from open market and the amount so paid shall be recovered either from the bills due or by en-cashing PBG **OR** contract may be cancelled including forfeiture of performance security.

b. **Liquidated Damage:**

- Supplier shall ensure the delivery of the “**Audio Conferencing Equipments/services**” as per the contractual terms & conditions. Deviation (quality, quantity, etc), if any, shall lead to rejection of the equipment including a penalty of Rs. **5,000/-**.

- In addition, the supplier should ensure the delivery of intended equipment/service including installation, testing and commissioning as per terms and conditions without any extra cost implication. In case of failure, a penalty @ Rs. 0.5% of the equipment cost would be deducted for each delayed week and part of week would be considered equal to one week. “**PBG**” may be forfeited for the delay beyond one month.

8. **Amendments and clarifications:**

- If any, to this bid will be hosted on the Central Public Procurement Portal, will not intimate the bidders individually of the same.
- The Bidders are, therefore, advised to visit <https://eprocure.gov.in>

Annexure-A

F. NO. D-11018/1/2017-Admin-II Unique Identification Authority of India

Technical Bid for supply, installation, testing and commissioning of Audio Conferencing Equipments

| Sr No | Particulars | Details |
|-------|---|--|
| 1 | Name of Firm/Proprietor/Agency | |
| | Complete Address | |
| | Email ID | |
| | Website, If any | |
| | Phone Nos./Mobile No. | |
| | Contact Person | |
| | Name: | |
| | Designation: | |
| | Phone No./Mobile No: | |
| | E-mail address | |
| 2 | Tender Fee of Rs. 100/- & EMD of Rs. 10,000/- furnished/deposited as per the “BID INFORMATION SHEET” including exemptions, where applicable. | Yes/No |
| 3 | Evidence of Registered Main/Branch office in the jurisdiction of the NCT, Delhi (Enclose a Self attested copy of evidence) | Attached: Yes/No If, yes. Reg. No.- |
| 4 | Details of at least two satisfactory performance certificates in reference to the similar contracts handled by the Bidder Company/firm/ Vendor from any central or State organizations/PSU/ Autonomous body/institution/corporation/ establishment/ Pvt. reputed Agency during the last three Financial Years i.e. 2013-14, 2014-15 & 2015-16”. | Nos. of satisfactory performance Certificate/s: Document attached: Yes/No |
| 5 | PAN/TAN Card in the name of bidder (Enclose a copy). | Attached: Yes/No |

| | | |
|----|---|------------------|
| 6 | VAT/Service Tax registration in the name of bidder (Enclose a copy) | Attached: Yes/No |
| 7 | Undertaking on Bidders' letterhead certifying that "Bidder (Name) has filed the Returns of Income Tax/VAT/Service Tax for last Three (3) Financial Years i.e. 2013-14, 2014-15 & 2015-16". | Attached: Yes/No |
| 8 | The bidder shall be Original Equipment Manufacturer (OEM) /Authorized Distributors/Partners/Dealers of "OEM" of a reputed brand, having authorization to supply the product and service (Enclose self-certified copy). | Attached: Yes/No |
| 9 | Undertaking/certificate on Bidders' letterhead certifying that "Bidder (Name) has not been blacklisted by any Govt./PSU/Organization and no-criminal cases is either contemplated or pending against the bidder" and no near relative etc., declaration (Annexure-"C"). | Attached: Yes/No |
| 10 | Bank A/C details – NEFT/RTGS/ e Payment of the Supplier (enclose Self Attested Copy) | Attached: Yes/No |
| 11 | Self Attested Copy of tender document. | Yes/No: |

*Scan copy of all the documents from 4-11

** 12. Details of the similar contracts handled by the Bidder Company/firm/ Vendor from any central or State organizations/PSU/ Autonomous body/institution/ corporation/establishment/ Pvt. reputed Agency during the last three Financial Years i.e. 2013-14, 2014-15 & 2015-16" (enclose copies of work orders):-

| Sr. No. | Name of the Organization | Contact No. of the client Organization | Financial Year | Duration of Contact | | Annual Contract Value (In Lakh) | (Enclose copies of work order or completion certificate from clients) |
|---------|--------------------------|--|----------------|---------------------|---------|---------------------------------|---|
| | | | | From date | To date | | |
| 1 | | | 2013-14 | | | | |
| 2 | | | 2014-15 | | | | |
| 3 | | | 2015-16 | | | | |

Date:
Place:

Signature of authorized person
Name:
Seal

**F. NO. D-11018/1/2017-Admin-II
Unique Identification Authority of India**

Subject: Supplying, Installation, Testing & Commissioning of Audio Conferencing Facility for Unique Identification Authority of India.

Financial Bid

| Sl. No. | Item Description | Quantity | Units | Price per Unit (In Rs.) | Total Price Quoted In Figure | Total Price Quoted In Words |
|-----------------------------|---|----------|-------|----------------------------|---------------------------------|--------------------------------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1.01 | Supplying, Installation, Testing & Commissioning of Audio Conferencing Facility for Unique Identification Authority of India with 1 year warranty (including Taxes) | 1.00 | Nos | | | |
| 1.02 | CAMC charges for 4 years after end of 1 year warranty (including Taxes) | 1.00 | Nos | | | |
| Total in Figures | | | | | | |
| Quoted Rate in Words | | | | | | |

Note: Bidder should provide tax segregation on year-to-year basis till the period of contract. i.e. 1 years warranty + 4 year onsite CAMC

Signature of authorized person

Date:

Name:

Place:

Seal

CERTIFICATE

1. I, _____ Son / Daughter / Wife of
Sh. _____ Proprietor/Director/authorized
signatory of the agency/Firm, mentioned above, is competent to sign this
declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the
tender and undertake to abide by them.
3. I do hereby certify that none of my relative or any person in blood relation is
working in UIDAI.
4. I do hereby certify that our firm has filed the Returns of Income
Tax/VAT/Service Tax for last three financial years (viz Yr 2013-14, 2014-15,
2015-16).
5. I do hereby certify that the our firm has neither been blacklisted to by any of
the Govt., Ministries/Departments/PSUs/PSU Banks with which the firm had
contracted for supply of Audio Conferencing equipment/service, etc. nor
any criminal cases are either contemplated or pending against the firm
during the period of last three years.
6. I do hereby undertake that the Audio Conferencing Equipment/services
shall adhere to the technical specification/requirement given under scope of
work.
7. The information / documents furnished along with the above application are
true and authentic to the best of my knowledge and belief. I / we, am / are
well aware of the fact that furnishing of any false information / fabricated
document would lead to rejection of my tender at any stage besides
liabilities towards prosecution under appropriate law.

Date:
Place:

Signature of authorized person
Full Name:
Seal:

PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with Stamp Act)
The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee

No.....

Date.....

To

Unique Identification Authority of India
Ministry of Electronics & IT,
Government of India
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus, New Delhi-110001

Dear Sirs,

In consideration of the Unique Identification Authority of India (UIDAI), an Authority under the Ministry of Electronics & Information Technology, Government of India, on behalf of the CEO,UIDAI (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No..... dated.....valued at.....for "supply, installation, testing and commissioning of Audio Conferencing Equipments **at Unique Identification Authority of India (UIDAI) Headquarter, New Delhi.**" and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).

We.....(Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

1. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

2. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).

4. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to Rs. (in words & figures) being the 10% of the value of the contract/notification of award.
 - (2) This Bank Guarantee will be valid upto; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....2017.....at.....

Witness

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

(Designation with Bank Stamp)

Attorney as per
 Power of Attorney No.....
 Dated.....

F. NO. D-11018/1/2017-Admin-II
Unique Identification Authority of India

Draft Contract Agreement

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

This Agreement is made at New Delhi on the _____ day of _____ 2017 between Deputy Director (Admin), UIDAI Headquarter, 2nd Floor, Tower-1, Jeevan Bharati Building, Connaught Circus, New Delhi on Behalf of CEO, UIDAI hereinafter called the "UIDAI" of the one part and _____ (Name of Vendor/Supplier) (Address of Vendor/Supplier) _____ of _____ hereinafter called "the Supplier" of the other part.

Whereas the UIDAI is desirous that certain Works should be executed, viz supply, installation, testing and commissioning of Audio Conferencing Equipments with one year warranty and 4 years onsite CAMC at Unique Identification Authority of India, Headquarter (UIDAI, HQ) (as described on these bidding documents) hereinafter called "the Works" and has accepted a bid by the Supplier for the execution and completion of such works and the remedying of defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read / construed as part of this Agreement, viz:
 - o Bid Information Sheet
 - o Bid information and Instructions to Bidders
 - o Bid Evaluation /Award of work
 - o Term & Conditions of Contract
 - o Formats for submission of Bid (Annexure-A to D)
3. In consideration of the payments to be made by the UIDAI to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the UIDAI to execute and complete the works w.e.f.** _____ to _____ and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The UIDAI hereby covenants to pay the Supplier in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of **Rs _____ including onsite CAMC of 4 years being the sum stated in the letter of award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. Jurisdiction of Court: The Courts at Delhi/ New Delhi shall have the exclusive jurisdiction to try all disputes arising out this agreement between the parties.

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

For and on behalf of the Supplier
(Headquarter)

For and on behalf of the UIDAI

Signature of the authorized official

Signature of the authorized official

Name of the official

Name of the official

Stamp/Seal of the Supplier

Stamp/Seal of the UIDAI

SIGNED, SEALED AND DELIVERED

By the said _____

By the said

Name _____ on behalf of
behalf of

Name _____ on

the Supplier in the presence of:

the UIDAI in the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

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