

**BID DOCUMENT  
FOR  
Provisioning of**

**Point-to-point dedicated  
Leased line telecom service  
for  
UIDAI  
Data Centre  
at  
Amaravati (AP)**

**Dated: 04.04.2018**

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA,  
MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY (MEITY),  
GOVERNMENT OF INDIA,  
NEW DELHI**

## **Table of Contents**

<b>Table of Contents</b> .....	<b>2</b>
<b>1. SECTION I – INVITATION TO BID</b> .....	<b>5</b>
1.1 Preamble .....	5
1.2 Schedule for Invitation to Bid.....	6
1.2.1 Important Dates.....	6
1.2.2 Other details .....	8
1.3 Check list .....	8
1.3.1 Check List of Eligibility Criteria documents/supporting documents to be enclosed in the Technical Bid i.e. Packet-1 .....	9
1.3.2 Check List of Annex / Appendix to be enclosed in Technical Bid i.e. Packet-1....	9
1.3.3 Check List of Annex / Appendix to be enclosed in the Commercial Bid i.e. Packet-2 9	
1.4 Procedure for Submission of Online Bids on CPP Portal.....	10
1.4.1 Registration .....	10
1.4.2 Searching for tender documents .....	10
1.4.3 Preparation of bids .....	11
1.4.4 Submission of bids .....	11
1.4.5 Assistance to bidders .....	12
<b>2. SECTION II- INSTRUCTION TO BIDDERS</b> .....	<b>13</b>
2.1 Procedure for Online Submission of Bids.....	13
2.2 Bid Document.....	13
2.3 Contents of the Bid Document.....	14
2.4 Clarification of Bid Document .....	15
2.5 Amendment to the Bid Document.....	15
2.6 Language of Bids .....	15
2.7 Documents Comprising the Bids .....	15
2.8 Bid Prices .....	15
2.9 Firm Prices.....	16
2.10 Discount.....	16
2.11 Bidder Qualification .....	16
2.12 Bid Securing Declaration or Earnest Money Deposit (EMD).....	16
2.12.1 Bid Securing Declaration .....	17
2.12.2 Earnest Money Deposit (EMD) .....	17
2.13 Period of Validity of Bids .....	18
2.14 Format and Signing of Bid .....	18
2.15 Revelation of Prices.....	19

**Bid No.: T-11014/72/2018-Tech**

2.16	Terms and Conditions of Bidders .....	19
2.17	Local Conditions .....	19
2.18	Headings.....	19
2.19	UIDAI's Right to Vary Scope of Contract at the time of Award.....	19
2.20	UIDAI's Right to Accept Any Bid or Reject.....	20
2.21	Conditions for Pre-Qualification of Bidders .....	20
2.22	Modification and Withdrawal of Bids .....	24
2.23	Opening of Bids by UIDAI .....	25
2.24	Contacting the UIDAI.....	25
2.25	Clarification sought from bidders by UIDAI .....	25
2.26	Preliminary Examination .....	25
2.27	Criteria for Evaluation of Bids .....	26
2.28	Post Qualification .....	27
2.29	Rejection Criteria.....	27
2.30	Notification of Award .....	28
2.31	Signing of Contract .....	29
2.32	Performance Bank Guarantee (PBG).....	29
2.33	Confidentiality of the Document.....	29
3.	SECTION III - GENERAL CONDITIONS OF CONTRACT .....	30
3.1	Definitions .....	30
3.2	Interpretation.....	32
3.3	Application .....	33
3.4	Period of Contract .....	33
3.5	Standards.....	33
3.6	Use of Contract Documents and Information.....	33
3.7	Patent Rights .....	33
3.8	Installation, Commissioning, Testing and Acceptance Tests .....	34
3.9	Payment .....	34
3.10	Currency of Payment.....	34
3.11	Change Orders.....	35
3.12	Contract Amendments .....	35
3.13	Assignment.....	35
3.14	Sub-contracts .....	35
3.15	Delays in the Vendor's Performance.....	35
3.16	SLA compliances .....	37
3.17	Termination for Default .....	41
3.18	Force Majeure .....	41
3.19	Termination for Insolvency .....	42
3.20	Termination for Convenience .....	42
3.21	Dispute Resolution .....	42

**Bid No.: T-11014/72/2018-Tech**

3.22	Applicable Law.....	43
3.23	Notices.....	43
3.24	Backup Support .....	44
3.25	Delivery.....	44
3.26	Deductions .....	44
3.27	Taxes and Duties .....	44
3.28	Insurance .....	44
3.29	"No Claim" Certificate .....	44
3.30	Continuing Support .....	45
3.31	Conflict of Interest.....	45
3.32	Relationship between the parties .....	45
3.33	Governing Language.....	45
3.34	Services and other conditions .....	45
3.35	Limitation of Liability .....	46
3.36	Performance Security (Performance Bank Guarantee i.e. PBG).....	46
4.	SECTION IV – CONTENTS OF BID.....	48
4.1	Technical Bid .....	48
4.1.1	Bid Particulars	Annex 4.1.1 .48
4.1.2	Technical Bid Letter	Annex 4.1.2 ..49
4.2	Commercial Bid .....	51
4.2.1	Commercial Bid Letter	Annex 4.2.1 ...51
4.2.2	Commercial Bid	Annex 4.2.2 ...52
5.	SECTION V – SCOPE OF WORK.....	53
5.1	Schedule of work, requirements and deliverables .....	53
5.2	Delivery Schedule .....	54
6.	SECTION VI – APPENDICES.....	55
6.1	APPENDIX A – Contract .....	55
6.2	APPENDIX B – Proforma of Performance Bank Guarantee (PBG).....	58
6.3	APPENDIX C – List of Locations .....	62
6.4	APPENDIX D – Proforma of Bank Guarantee for Earnest Money Deposit (EMD).....	63
6.5	APPENDIX E – Bid Securing Declaration form .....	65
6.6	APPENDIX F – Non-Disclosure Declaration/Agreement.....	67

## **1. SECTION I – INVITATION TO BID**

### **1.1 Preamble**

This invitation to bid is for “**Provisioning of point-to-point dedicated leased line service between UIDAI Data Centers at Amaravati (AP) and Hebbal (Bengaluru)**” from two service providers.

- a) Bidders are advised to study the Bid document carefully. Online submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Offers prepared in accordance with the procedures enumerated in **Clause 2.1 of Section II** should be submitted online on CPP Portal: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down in the **Schedule for Invitation to Bid under Clause 1.2.1**, at the address given in 1.2(b). Tenderer/Contractor are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with **100 dpi with black and white option** which helps in reducing size of the scanned document.

**Manual bids shall not be accepted.**

- b) Bidder who has downloaded the bid document from the UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and Bid Securing declaration will be executed/EMD would be forfeited and bidder is liable to be banned from doing business with UIDAI.
- c) Intending bidders are advised to visit UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and CPP Portal <https://eprocure.gov.in/eprocure/app> again prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- d) The Hard Copy of original instruments in respect of Bid Securing declaration/earnest money(EMD), must be delivered to the address as mentioned in the Clause 1.2(b) of Section I, on or before bid opening date/time as mentioned in section I, clause 1.2.1.
- e) All Bidders must submit a Bid Securing declaration Or EMD (Earnest Money Deposit) as per proforma of EMD Bank Guarantee as mentioned in 6.4 (Appendix D) of section VI, except those bidders who are Micro and small enterprises (MSEs) as defined in MSE

## Bid No.: T-11014/72/2018-Tech

procurement policy issued by Department of MSME or registered with the Central purchase organization or concerned ministry or department or start up as recognized by Department of Industrial policy and promotion (DIPP). Such bidders are exempted from payment of EMD.

- f) The detailed Scope of Work has been included in the RFP Section IV. The eligibility criteria for the bidders should be fulfilled for consideration of the bid.
- g) The RFP shall be available online at CPP Portal till the last date & time of submission of bids.
- h) Bids shall be submitted online only at CPP Portal: <https://eprocure.gov.in/eprocure/app>
- i) This RFP is being issued with no financial commitment and the Purchaser reserves the right to change or vary any part thereof at any stage. UIDAI reserves the right to withdraw RFP at any stage without assigning any reason.

### 1.2 Schedule for Invitation to Bid

a)	Name of the Purchaser	<b>The Chief Executive Officer, Unique Identification Authority of India, MeitY, Govt. of India (Gol), 3<sup>rd</sup>Floor, Tower II, Jeevan Bharti Building, Connaught Circus, New Delhi – 110001</b>
b)	Name of the Contact Person for any clarification	<b>Shri Manoj Jain DD(Tech) Unique Identification Authority of India (UIDAI), MeitY, Govt. of India (Gol), 9<sup>th</sup> Floor, Tower I, Jeevan Bharti Building, Connaught Circus, New Delhi – 110001 Queries should be submitted via E-mail and followed by paper copy through post E-mail: mukeshkumar1@uidai.net.in and manoj.jain@uidai.net.in</b>
c)	Date till which the response to the bid should be valid	<b>180 days from the date of opening of Bids.</b>

#### 1.2.1 Important Dates

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

**Bid No.: T-11014/72/2018-Tech**

Activity	Date
Release / Issue of Bid Document	T or XXXX at 1800 hrs
Pre-Bid Meeting (Venue:- Conference Hall, 3 <sup>rd</sup> Floor, Tower II, UIDAI Hqr, Jeevan Bharti, Connaught Circus, New Delhi)	T+7 days or XXXX, 1500 hrs Note: A maximum of two representatives per Bidder would be allowed to participate. Bidders will have to intimate the details of the attendees at least 2 days prior to the scheduled date of the Pre-bid conference at the email ID given above.
Last date for submission of written queries for clarifications on Bid document	T+12 days or XXXX on or before 1600 hrs All the queries should be received on or before the prescribed date & time, through email only with subject line as follows: "RFP for appointment of bidder_Pre-Bid Queries on ILL_<Bidder's Name>". The queries should be submitted as per the format prescribed in section 2.4. The Pre-Bid queries to be sent to the following Email Ids: Email ID: mukeshkumar1@uidai.net.in and <a href="mailto:manoj.jain@uidai.net.in">manoj.jain@uidai.net.in</a>
Clarification to be uploaded on the CPP Portal	T+19 days or XXXX Note: Purchaser shall not be obligated to respond to any or all the queries. Purchaser may, at its sole discretion, choose to publish responses to the pre-bid queries and/or any corrigendum on Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) or may send the same through e-mail or any other means.
Bid Submission Start Date	T+20 days or XXXX at 1000 hrs
Last date & time of submission of Bids	T+35 days or XXXX at 1500 hrs Proposals and supporting documents shall be signed, scanned and uploaded in the format and mode as provided for in the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) for this RFP. Documents should be signed by the authorized signatory of the Bidder.
Opening of Technical Bids	T+37 days or XXXX at 1500 hrs Venue: UIDAI HQ, New Delhi Note: A maximum of two representatives per bidder would be allowed to participate

**Bid No.: T-11014/72/2018-Tech**

Opening of Commercial Bids	Will be communicated later
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**1.2.2 Other details**

Item	Description
Method of Selection	L 1 based upon commercial bid for Service Provider. Second Service provider shall match the L1 price.
Availability of RFP Documents	Notice Inviting Tenders (NIT) would be available on Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) and also on UIDAI.gov.in under Tender section
Bid Securing declaration / Earnest Money Deposit (EMD)	Bid Securing declaration (Appendix E), or EMD of INR 5.00 Lakh by Bank Guarantee (as per format attached in Appendix D)
Submission of Bid Securing declaration/EMD (Physical hard copy submission)	Bidders shall submit Bid Securing declaration/EMD in a sealed envelope titled "Bid Securing declaration/EMD - RFP for " Provisioning of point-to-point link bandwidths For UIDAI Data centre at Amravati (AP)" to the address as mentioned in clause 1.2 (b) above, before the bid submission end date. Copy of Bid Securing declaration/EMD also needs to be uploaded on e-procure portal. If the Bid Securing declaration/EMD are not received by the prescribed date and time, the Proposal submitted by the Bidder will be liable to be rejected.
Date and time for Opening of Commercial Bids.	To be intimated later
Language of Bid Submission	Proposals should be submitted in English only.
Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.

**1.3 Check list**

**a) Please check whether following have been enclosed in the respective covers, namely, Technical Bid and Commercial Bid:**



**Bid No.: T-11014/72/2018-Tech**

**b) Check list (as in Table-1 and Table-2 below) should be duly filled, signed and scanned and should be made part of Packet – 1 to be enclosed as part of Technical Bid.** The Annexures supporting the above list shall also be placed in the Packet-1.

**c) Check-list (as in Table-3 below) should be duly filled, signed and scanned and should be made part of the Packet-2 to be enclosed as part of Commercial Bid.** The Annexures supporting the above list shall also be placed in the Packet-2.

**Table - 1****1.3.1 Check List of Eligibility Criteria documents/supporting documents to be enclosed in the Technical Bid i.e. Packet-1**

S. No.	Eligibility Criteria	Whether Uploaded (Y/N)	Page Number
(i)	Bid Securing declaration/ EMD		
(ii)	Legal Entity/ Registration of Company		
(iii)	Registration with Tax Authorities		
(iv)	Revenues from Services		
(v)	Bidder Experience in India		
(vi)	License		
(vii)	Blacklisting		
(viii)	Authorized signatory declaration (clause 2.11of section 2)		

**Table - 2****1.3.2 Check List of Annex / Appendix to be enclosed in Technical Bid i.e. Packet-1**

S. No.	Description	Whether uploaded (Y/N)	Page Number
(i)	Signed and Scanned Copy of Bid Particular under Technical Bid (Annex 4.1.1)		
(ii)	Signed and Scanned Copy of Technical Bid Letter (Annex 4.1.2)		

**Table – 3****1.3.3 Check List of Annex / Appendix to be enclosed in the Commercial Bid i.e. Packet-2**

S. No.	Description	Whether	Page
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		<b>Uploaded (Y/N)</b>	<b>Number</b>
(i)	Signed and Scanned Copy of Bid Particulars under commercial Bid (Annex 4.2.1)		
(ii)	Submission of the Cost of the RFP in the form of BoQ_P2P_Links.xls (Annex 4.2.2) and <b>uploading the soft copy</b>		

#### **1.4 Procedure for Submission of Online Bids on CPP Portal**

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

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

##### **1.4.1 Registration**

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

##### **1.4.2 Searching for tender documents**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced

## **Bid No.: T-11014/72/2018-Tech**

search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **1.4.3 Preparation of bids**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. However, they must be scanned and uploaded in the format specified in clause 2.1 (2). Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **1.4.4 Submission of bids**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder should prepare the Bid Securing declaration/EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in

## **Bid No.: T-11014/72/2018-Tech**

person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 4) Bidders are requested to note that they should necessarily submit their Commercial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the **light blue coloured** (unprotected) cells with their respective commercial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 8) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **1.4.5 Assistance to bidders**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the clause 1.2 (b) of Section I.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Bidders can get help at +91-7878007972, +91-7878007973

## **2. SECTION II- INSTRUCTION TO BIDDERS**

### **2.1 Procedure for Online Submission of Bids**

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

1) The bid shall be submitted online in –

**Packet-1** having viz.,

1. Bid Securing declaration/EMD + all documents as per check list in Table-1 and Table-2 in Clause 1.3 of Section I

**Packet-2** having viz.,

1. Commercial Bid Submission (All the required supporting as well as Annexure as mentioned in Table – 3 Clause 1.3 of Section I)
2. Duly Filled up schedule of price bid in the form of BoQ\_P2P\_Links.xls

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

3) Bid Securing declaration or Original Instruments for EMD (Appendix D) and Demand Draft for Tender Fee must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the Clause 1.2 of Section I. These instruments can also be sent by registered post or can be dropped in the drop box on or before the last date of submission of Bids.

### **2.2 Bid Document**

1) 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) The Financial Proposal/Commercial bid format as mentioned in **Annex 4.2.2** of **Section IV** is also provided as BoQ\_P2P\_Links.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ\_P2P\_Links.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and Bid Securing declaration will be

## **Bid No.: T-11014/72/2018-Tech**

executed/EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.

### **2.3 Contents of the Bid Document**

- 1) The Schedule of Requirements of the Goods/Services required, Bid procedures and contract terms are prescribed in the Bid Document. The Bid Document includes:
  - a. Section I – Invitation to Bid
  - b. Section II – Instructions to Bidders;
  - c. Section III- General Conditions of Contract;
  - d. Section IV – Contents of the Bid
    - i. Technical Bid
    - ii. Commercial Bid
  - e. Section V- Scope of Work and Schedule of Requirements
  - f. Section VI- Appendices
    - i. Contract Form (Appendix A)
    - ii. Proforma of Bank Guarantee for Contract Performance Bank Guarantee (Appendix B)
    - iii. Locations of UIDAI (Appendix C)
    - iv. Proforma for Earnest Money Deposit (EMD) (Appendix D)
    - v. Bid Securing Declaration (Appendix E)
    - vi. Non-Disclosure Declaration (Appendix F)

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) The RFP, all the corrigendum, Notification of Award/Letter of Intent, Acceptance of award by successful bidder and any other communication issued from publication of RFP and before signing of agreement will be deemed as part of contract agreement

## **2.4 Clarification of Bid Document**

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

<b>Name of Bidder:</b>					
Sr. No	Section No.	Clause No.	Page number in RFP	Existing Provision in the Clause	Clarification Sought

The UIDAI will respond, to request for clarifications of the Bid Document as per format specified in clause 2.4 **only**, received not later than the date prescribed by the UIDAI in Section I, Clause 1.2.1 of this Bid document.

## **2.5 Amendment to the Bid Document**

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

## **2.6 Language of Bids**

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

## **2.7 Documents Comprising the Bids**

The Bids prepared by the Bidder shall comprise of the following components:

- a) The Technical Bid
- b) The Commercial Bid

## **2.8 Bid Prices**

- 1) The Bidder shall indicate in the proforma prescribed at Annex 4.2.2 of Section IV, the Unit Prices and Total Bid Prices it proposes to provide under the Contract.

## **Bid No.: T-11014/72/2018-Tech**

- 2) The Unit Prices quoted in the above mentioned proforma will be used to calculate charges for 'change orders', if any.

### **2.9 Firm Prices**

- 1) Prices quoted shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in Annexure 4.2.2 of Section IV enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 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 Annexure 4.2.2 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. Bidder can be a:
  - a. Constituted attorney in which case he/she shall submit a certificate of authority in the form of constituted attorney.
  - b. The principal officer, in which case a duly notarized authorization certificate on stamp paper is required to be submitted.
- 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 constituted attorney or as authorized representative.
- 3) 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.

### **2.12 Bid Securing Declaration or Earnest Money Deposit (EMD)**

The Bidder may submit either Bid Securing Declaration or Earnest Money Deposit (EMD).



### **2.12.1 Bid Securing Declaration**

- 1) The Bidders shall submit a Bid Securing Declaration (as per section 6.5 Appendix E) in a sealed envelope.
- 2) Copy of the Bid Securing Declaration should be uploaded onto the CPP Portal and the hardcopy of the same shall be submitted, as per guidelines mentioned in clause 1.2.2.
- 3) In case the Bid Securing Declaration is not received by the stipulated time then the Purchaser reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- 4) The Bid Securing Declaration will be executed:
  - a. If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
  - b. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP, as mentioned in clause 3.36.
  - c. During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- 5) The decision of the Purchaser regarding execution of Bid Securing Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

### **2.12.2 Earnest Money Deposit (EMD)**

- 1) The Bidders shall submit an Earnest Money Deposit (EMD) of **Rs. 5 Lakh (Rupees Five Lakh only)** as bid security fee in a sealed envelope. EMD in any other form will not be accepted.
- 2) EMD must remain valid for **45 (Forty Five) days** beyond final Bid validity per Clause 2.13 below and the validity of the EMD should be extended in the event the Bid validity is extended.
- 3) Copy of the EMD instrument should be uploaded onto the CPP Portal in the Bid Cover for EMD and the hardcopy of the same shall be submitted as per guidelines mentioned in clause 1.2.2.
- 4) The EMD is required to protect the Purchaser against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances mentioned in (9) below.
- 5) The Indian bidders which are Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization or concerned ministry or department or start up as recognized by Department of Industrial policy and promotion ( DIPP) are exempted from payment of

## **Bid No.: T-11014/72/2018-Tech**

tender fee and EMD. In this case, the bidders must submit the copy of valid MSME/NSIC/MeitY registration certificate for the required items.

- 6) EMDs of all unsuccessful Bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the awards of contract.
- 7) The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format as specified in this RFP) by the successful Bidder.
- 8) In case the EMD is not received by the stipulated time then the Purchaser reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- 9) The EMD may be forfeited:
  - a. If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
  - b. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP, as mentioned in clause 3.36.
  - c. During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- 10) The decision of the Purchaser regarding forfeiture of the EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

### **2.13 Period of Validity of Bids**

- 1) Bids shall remain valid for **180 days** after the last date of bid submission as 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 Securing declaration/Earnest Money Deposit (EMD) provided under Clause 2.12 shall also be suitably extended. However, the Bidder will not be permitted to modify its bid.

### **2.14 Format and Signing of Bid**

- 1) Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.

## **Bid No.: T-11014/72/2018-Tech**

- 2) All pages of the bid being submitted must be legible, signed and sequentially numbered by the bidder irrespective of the nature of the content of the documents before uploading. Ambiguous bids shall be out rightly rejected.

### **2.15 Revelation of Prices**

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

### **2.16 Terms and Conditions of Bidders**

- 1) Printed terms and conditions of the Bidders will not be considered as forming part of their Bids.
- 2) The Bidder should note that any deviation (s) or non-compliance will lead to rejection of bid.

### **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 legal conditions.
- 3) It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim what so ever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the UIDAI and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the UIDAI on account of failure of the Bidder to appraise themselves of local laws/condition.

### **2.18 Headings**

Headings of conditions hereto shall not affect the construction thereof.

### **2.19 UIDAI's Right to Vary Scope of Contract at the time of Award**

The UIDAI shall reserve the right, **not to purchase all or partial point-to-point telecom service** quoted by the bidder in this invitation to bid, before issue of Notification of Award (refer to clause 2.30 of Section II of RFP).

## **2.20 UIDAI's Right to Accept Any Bid or Reject**

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

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

The copy of bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. 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.

#	Parameter	Pre-qualification criteria Description	Evidence required
1	Bid Securing declaration/ EMD	Bid Securing declaration/EMD is submitted in original and the scanned copy is uploaded	<p>Bid Securing declaration/Bank Guarantee for EMD.</p> <p>Bidders who are Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization or concerned ministry or department or start up as recognized by Department of Industrial policy and promotion ( DIPP) are exempted from payment of EMD.</p> <p>In this case, the bidder must upload copy of valid registration certificate.</p>
2	Legal Entity/ Registration of Company	The bidder may be a Government Organization / PSU / PSE / partnership firm or a Company under Indian Laws .	Copy of the Certificate of Incorporation or self-declaration in this regard in case of Government Organization/PSU/PSE.
3	Registration with Tax Authorities	The Bidder must be registered with appropriate authorities for all applicable statutory duties/ taxes and comply with all taxation norms	Self-certificate undertaking on company's letter head duly signed by company's authorized signatory that on the date of bid submission the company is complying all statutory duties/ taxation norms of India and possesses all necessary certificates to this effect.
4	Revenues from Services	Bidder shall have an average annual turnover from telecom services (i.e. provisioning of Internet leased lines/P2P links/MPLS/telephony services) of at least <b>INR 35</b> Crore in the last 3 financial years as on 31.03.2017 (FY 2014-15, 2015-16, 2016-17)	<p>Audited financial statements for the last three financial years (FY 2014-15, 2015-16, 2016-17) clearly mentioning turnover from telecom services (i.e. provisioning of Internet leased lines/P2P links/MPLS/telephony services).</p> <p>In case the turnover on account of telecom services(i.e. provisioning of</p>

#	Parameter	Pre-qualification criteria Description	Evidence required
			Internet leased lines/P2P links/MPLS/telephony services) is not mentioned separately in the audited financial statements, the bidder shall provide a certificate from statutory auditor/ Company Secretary/ Company Auditor stating the turnover from telecom services (i.e. provisioning of Internet leased lines/P2P links/MPLS/telephony services) in the last three financial years (FY 2014-15, 2015-16, 2016-17), duly attested by company's authorized signatory.
5	Bidder Experience in India	<p>Bidder shall have proven experience of providing telecom services (i.e. provisioning of Internet leased lines/P2P links/MPLS/telephony services) in Government/ Private sector /Autonomous organizations in previous 3 years ending on last date of previous month of bid submission closing date, as follows:</p> <p>(i) One work of providing telecom services (i.e. provisioning of Internet leased lines/P2P links/MPLS/telephony services) costing not less than the amount of Rs 1.30 Cr; OR</p> <p>(ii) Two works of providing telecom services (i.e. provisioning of Internet leased lines/P2P links/MPLS/telephony services) each costing not less than Rs 1.00 Cr; OR</p> <p>(iii)_ Three works of providing</p>	<p>(a) (i) Copy of PO/WO + client's completion certificate for services which are complete;</p> <p>or</p> <p>(a) (ii) Copy of PO/WO + Client's certificate for services which are not complete but have Gone live and currently are in production/operations.</p> <hr/> <p>(b) Certificate from Authorized signatory providing details of the services of providing telecom services (i.e. provisioning of Internet leased lines/P2P links/MPLS/telephony services) undertaken including value of the service, scope of service, client details, date of commencement/completion (if completed).If not completed in that case certificate in addition to above details shall mention that services have Gone live and currently are in</p>

#	Parameter	Pre-qualification criteria Description	Evidence required
		<p>telecom services (i.e. provisioning of Internet leased lines/P2P links/MPLS/telephony services) each costing not less than the amount of Rs 0.70 Cr.</p> <p><b>For evaluation purpose:</b> Following telecom services (Works) will be considered for evaluation:</p> <p>(i) Which have been completed; or</p> <p>(ii) Which have not been completed but have <b>Gone live</b> and currently are in production/operation .</p> <p>(iii) For evaluation purpose of the such services as mentioned at (i) or (ii) above – Overall value of contract of telecom services (i.e. provisioning of Internet leased lines/P2P links/MPLS/telephony services)of shall be considered. This consideration of the overall cost/value of the contract for evaluation shall be irrespective of whether service is the completed or not completed. But in case of uncompleted services these should have gone live and should be currently in operation/production. In case of repetitive services (under the same PO/WO) if service is repeating in future even then overall cost of the contract/service shall be</p>	<p>operations/production.</p> <p>(c) In case of services covered under NDA, the bidder shall ,instead of (a) or (b) above provide copy of NDA and Certificate from Authorized signatory providing details of the services of providing telecom services (i.e. provisioning of Internet leased lines/P2P links/MPLS/telephony services) undertaken including value of the service, scope of service, client details, date of commencement/completion. If not completed in that case certificate in addition to above details shall mention that services have Gone live and currently are in operations/production.</p> <p>All documents to be attested by authorized signatory.</p>

#	Parameter	Pre-qualification criteria Description	Evidence required
		<p>considered.</p> <p>Cost is excluding taxes.</p>	
6	License	<p>(i) The bidder should have acquired valid UASL (Unified Access Services License) and NLD (National Long Distance) licence from DOT.</p> <p>(ii) Bidder should own backbone media and should have established Fiber network across India.</p> <p>(iii) Bidder shall have their own NLD backbone. Leasing of NLD backbone is not permitted</p>	<p>a) Copy of UASL license and of NLD license, duly Certified by authorized signatory.</p> <p>b) Declaration to be submitted duly certified by authorized signatory, stating that bidder owns backbone media and has an established Fiber network across India.</p> <p>c) Declaration to be submitted duly certified by authorized signatory, stating that bidder has their own NLD backbone, and the NLD backbone is not a leased one.</p>
7	Blacklisting	<p>The bidder should not be banned from carrying out business either with the entire Central Government of India or the Ministry of Electronics &amp; IT, Govt. of India or the UIDAI at the time of the submission of the bid. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder</p>	<p>Self-certificate/ undertaking on Company's letter head duly signed by company's authorized signatory.</p>

## 2.22 Modification and Withdrawal of Bids

The Bidder may modify or withdraw its bid after the Bids' submission (but not later than the last date of submission).



### **2.23 Opening of Bids by UIDAI**

- 1) 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 1.2 of this Document.
- 2) The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Securing Declaration/Earnest Money Deposit (EMD) and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the bid opening.

### **2.24 Contacting the UIDAI**

- 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.
- 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.

### **2.25 Clarification sought from bidders by UIDAI**

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.

### **2.26 Preliminary Examination**

- 1) The UIDAI will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required EMD/Bid Securing Declaration 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 cost and the total cost that is obtained by multiplying the unit cost and quantity, the unit cost shall prevail and the total cost 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 minor nonconformity or minor 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. Decision of evaluation committee

## **Bid No.: T-11014/72/2018-Tech**

shall be final and binding on bidders.

- 5) In case of submission of conditional bid or submitting conditions in bid which are not in conformity to the bid conditions, such bids are liable for rejection. However, if such bid(s) has/have not been rejected or no clarification or query or confirmation of acceptance of conditions has been explicitly sought/rendered by UIDAI, such case(s) would mean that no cognizance of the condition(s) set forth by bidder in the bid has/have been taken by UIDAI/purchaser and these conditions have been rejected by UIDAI/purchaser. If bidder happens to be the successful bidder, no cognizance of these conditions shall be taken by UIDAI/Purchaser and bidder shall not have any right to press for inclusion of these conditions in the contract/LOI/NoA.

### **2.27 Criteria for Evaluation of Bids**

- 1) To meet the UIDAI's requirements, as spelt out in the Bid Document, the successful bidder/Vendor must have the requisite experience and the financial wherewithal that would be required to successfully set-up the required 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 below so as 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 Pre-Qualification and Technical Bids**

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. Evaluation of Technical bid is subject to meeting all pre qualification criteria as described in 2.21. A detailed evaluation 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. 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).

#### **3) Phase II: Commercial Bid Evaluation Criteria**

In this phase The Commercial Bids of only those bidders will be opened whose Technical Bids found technically suitable and accepted by UIDAI. To ascertain the authenticity/correctness of the documents/statements submitted/made by bidders along with their technical bid, UIDAI may detail its representative/committee to visit their premises and verify/inspect these documents and establish the veracity of

## **Bid No.: T-11014/72/2018-Tech**

statements made in technical bid. The Commercial Bids will be opened of bidders whose Technical Bids are accepted after scrutinizing technical feasibility criterion.

- 4) UIDAI will award 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.
- 5) So as to have redundancy in the services, the 2<sup>nd</sup> lowest bidder shall also be asked to render his willingness to provide the services (Provide Point-to-point leased line telecom service from Amravati DC to Hebbal (Bengaluru) DC) at the prices quoted by lowest (L1 price) bidder, at the same terms and conditions. In case of willingness of 2<sup>nd</sup> lowest bidder to render the services he shall have to do all the formalities as mentioned in the tender/RFP .In case of 2<sup>nd</sup> lowest bidder's refusal, the offer shall be made to 3<sup>rd</sup> lowest or 4<sup>th</sup> lowest (If 3<sup>rd</sup> lowest refuses) and so on in case of refusal by the bidder(s). In case of agreement of bidder to render services at the L1 price bidder shall have to do all the formalities as mentioned in the tender/RFP. In case of refusal after rendering willingness, the bidder's Bid Securing Declaration shall be executed/EMD shall stand forfeited.

### **2.28 Post Qualification**

- 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.
- 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 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, 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.

### **2.29 Rejection Criteria**

- 1) Technical Rejection Criteria

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

## **Bid No.: T-11014/72/2018-Tech**

- a. Only the Bidders who quote for the complete Scope of Work and Supply of Goods/Services as indicated in section 5 of this Bid Document, addendum thereof (if any) as indicated in section 6, 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.
- b. 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. Evaluation will be carried out on the information available in the bid.
- c. 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 Bid Securing will be executed/EMD will be forfeited.
- d. Bid Securing will be executed/EMD will be forfeited in case of any breach of Confidentiality clause (see 2.33).

### **2) Commercial Rejection Criteria**

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

- a. 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.
- b. Offers of following kinds will be rejected:
  - i. Offers made without Bid Securing Declaration/Earnest Money Deposit.
  - ii. Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid.
  - iii. Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
  - iv. Offers which do not conform to UIDAI's price bid format.
  - v. 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 levies, duties etc. and as per format mentioned in commercial bid.

### **2.30 Notification of Award**

- 1) UIDAI will notify through Notification of Award (NOA) the successful Bidder in writing by letter or by email, to be confirmed in writing by letter, that its bid has been accepted. Within 10 days of receipt of this NOA, the bidder has to render his acceptance of notification of this award.
- 2) The acceptance of Notification of award by the bidder will constitute the formation of the Contract.
- 3) Upon the successful Bidder's furnishing of performance security pursuant to Clause

## **Bid No.: T-11014/72/2018-Tech**

2.32, the UIDAI will promptly notify each unsuccessful Bidder and will discharge their EMD/Bid Securing Declaration.

### **2.31 Signing of Contract**

- 1) At the same time as the UIDAI notifies (Notification of Award) 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).
- 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.

### **2.32 Performance Bank Guarantee (PBG)**

- 1) Within **15 days** of date of receipt of Notification of Award, the successful Bidder shall furnish the performance bank guarantee in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at **Appendix B of Section VI**. Details are also mentioned in **Clause 3.36 of Section III**.
- 2) Failure of the successful Bidder to comply with the requirement of **Clause 2.30 & 2.31** shall constitute sufficient grounds for the annulment of the award and execution of Bid Securing declaration/forfeiture of the EMD held as bid security, in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.

### **2.33 Confidentiality of the Document**

- 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 by submitting NDA as per 6.6 Annexure F.
- 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/providing the service and the bidder shall not use any such information to make any similar article/provide any similar service or part thereof for any other purpose.

### **3. SECTION III - GENERAL CONDITIONS OF CONTRACT**

#### **3.1 Definitions**

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

- 1) **"UIDAI"** means the Unique Identification Authority of India.
- 2) **"The Purchaser/Owner"** means the Chief Executing Officer (CEO), Unique Identification Authority of India or any other representative authorized by the CEO.
- 3) **"Bidder/tenderer"** means the entity participating in bid/RFP
- 4) **"Purchase Officer"** means the officer signing the acceptance of Bid and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- 5) The **"Contract"** means the agreement entered into between the Purchaser and the Vendor as recorded in the Contract Form signed by the Purchaser and the Vendor, including all attachments and annexes thereto and all documents incorporated by reference therein.
- 6) The **"Agency/Vendor/Contractor/Service provider"** means the person or the company with whom the contract of the Provisioning of Point-to-point dedicated leased line telecom service at UIDAI Data Centres at Amravati (AP), is entered and shall be deemed to include the Vendor's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
- 7) **"The Contract Value"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- 8) **"The Goods"** mean all of the equipment, hardware, software, machinery, accessories and/or other material which the Vendor is required to supply to the Purchaser under the Contract;
- 9) **"Service"** means Providing Point-to-point link of 100 Mbps connectivity at UIDAI Data Centres between Amravati (AP) and Hebbal as mentioned in the RFP at different sections;
- 10) **"Acceptance of Bid"** means the acceptance of letter/NoA or any memorandum communicating to the selected Vendor the acceptance of his Bid.
- 11) **"Supply"** means once the purchaser issues a Purchase Order, the vendor has to provide the Point-to-point dedicated lease line service of 100 Mbps connectivity at UIDAI Data Centres between Amravati (AP) and Hebbal, within stipulated time.
- 12) **"Clause"** means a clause of this Contract and the term "Clauses" means more than one clause.
- 13) **"Calendar Day"** means any day of the calendar month.
- 14) **"Working Day"** means days of the calendar month excluding Sundays or designated government holidays i.e. gazette holidays.
- 15) **"Calendar Month"** means any of the twelve months of the Calendar Year.

**Bid No.: T-11014/72/2018-Tech**

- 16) "**Calendar Year**" means a period of twelve consecutive Months according to the Gregorian calendar, commencing with the first day of January and ending with the thirty-first day of December.
- 17) "**Contract Term**": means the period of contract as specified in Clause 3.4 below.
- 18) "**Delivery**" includes logistics, tracking and physical delivery of goods at purchaser premise (up to the equipment handling room-EHR) associated with the required purchase of service. Extent of damage to the boxes will be also scrutinized and informed to the vendor.
- 19) "**Dispute**" means any dispute/ differences/ controversy/ disagreements which arise "between the parties to this Contract/ Agreement in relation to/ in connection with/ the terms of/ ambit hereof.
- 20) "**Expiry date**" means the date on which the terms of the contract come to an end.
- 21) "**Government Authorities**" means the Government of India (GOI) and provincial, state or local government in India and any political subdivision thereof
- 22) "**Installation**" includes unpacking and movement of goods to the proposed location in Data Centre as indicated in the Deployment plan of the purchaser and the installation of these components adhering to OEM guidelines including cabling, thereby establishing required bandwidth connectivity.
- 23) "**Commissioning**" is declaration of completion of installation of the component by the bidder. Purchaser reserves the right to inspect the installation and the bidder has to obtain the installation note duly signed by purchaser or its representative to claim the successful commissioning of the component.
- 24) "**Configuration**" includes installation of Operating systems in respective components and power-on, basic hygiene tests, setup and tuning as per purchaser requirements.
- 25) "**Integration**" includes network connectivity, end to end testing of the components with the existing setup by the purchaser representative and asset tagging.
- 26) "**Acceptance**" - The acceptance test will be carried out as per mutually agreed Acceptance Test Plan [ATP], which will be finalized after PO is issued. The link(s) will be accepted only after acceptance testing is completed as per the agreed plan and is duly signed/certified by the UIDAI and the service provider.
- 27) "**Business Day**" means any day that is not a Sunday or a public holiday (as per the official holidays observed by UIDAI).
- 28) "**Notice**" means:
  - a. an information, announcement, message, notification, warning etc. which is in writing; or
  - b. a consent, approval or other communication required to be in writing under this Contract.
- 29) "**MSP**" or Managed Service Provider has been appointed by UIDAI in 2012 to manage all UIDAI system applications and services. The existing internet connectivity is being managed by MSP on behalf of UIDAI. The Vendor upon selection shall be working closely with the MSP during the course of contract execution.

### **3.2 Interpretation**

In this Contract unless the context otherwise requires:

- 1) the headings of the Sections, Clause, Appendices, Schedules, Attachments and Annexures in the Contract are inserted for convenient reference only and shall not affect the meaning and/ or interpretation of this Contract;
- 2) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 3) a reference to the singular includes the plural and vice-versa;
- 4) a reference to a gender shall include any other gender;
- 5) the word “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- 6) unless categorically specified, reference to a Section, Clause, sub-clause, Appendix, Schedule, Attachment or Annexure shall be to a Section, Clause, Sub-clause, Appendix, Schedule, Attachment or Annexure of this Contract, including any amendments or modifications to the same from time to time;
- 7) all Appendices, Schedules, Annexures and Attachments form an integral part of this Contract/ Agreement. In an event of conflict between any provision of the Clause and any provision of the Appendix, Schedule, Attachment or Annexure, the provision of the Clause shall prevail;
- 8) a reference to a person includes a partnership and a body corporate;
- 9) a reference to any legislation/ regulation having force of law includes legislation/ regulation time to time repealing, replacing, modifying, supplementing or amending that legislation;
- 10) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- 11) in the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.
- 12) Any reference to time shall, except where the context otherwise requires and specifies, be construed as a reference to the time in India. Any reference to the Calendar shall be construed as reference to the Gregorian calendar.
- 13) Unless the context otherwise requires, any period of time referred to shall be deemed to expire at the end of the last day of such period;
- 14) All references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, modified, substituted, assigned or renovated from time to time.



## **Bid No.: T-11014/72/2018-Tech**

- 15) If the Contract / Service Specification include more than one document then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.

### **3.3 Application**

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

### **3.4 Period of Contract**

This contract for providing Point-to-point link connectivity at UIDAI Data Centres between Amravati (AP) to Hebbal DC shall be valid for a total period of **5 (Five) Years** from the date of approval by Purchaser of the completed Acceptance Testing.

### **3.5 Standards**

- 1) The services supplied under this Contract shall conform to the standards mentioned in the various sections of the tender/RFP document.
- 2) The Vendor shall ensure that the services supplied under the Contract against all purchase orders are of the most recent or current models and incorporate all recent improvements in design and materials without any additional cost to the Purchaser.

### **3.6 Use of Contract Documents and Information**

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

### **3.7 Patent Rights**

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

### **3.8 Installation, Commissioning, Testing and Acceptance Tests**

- 1) The Vendor shall be responsible for installation and commissioning of services.
- 2) The acceptance test will be carried out as per mutually agreed Acceptance Test Plan [ATP], which will be finalized after NoA is issued. The link(s) will be accepted only after acceptance testing is completed as per the agreed plan and is duly signed/certified by the UIDAI and the service provider. The acceptance test shall be conducted by the Vendor in the presence of the Purchaser and/or by authorized officials and/or by any other team or agency nominated by the Purchaser.
- 3) The above test shall demonstrate the satisfactory operation of all supplied service. As and when required, simulation equipment shall be provided by the Vendor wherever necessary, to simulate all input and output functions on the test configuration

### **3.9 Payment**

Payment for providing Services will be released on satisfactory performance in equal quarterly installments, starting after acceptance. The payment will be made as per the following terms, on production of the requisite documents.

- 1) Given the fact that the successful bidder is under legal obligation to pay all legal charges/contributions to statutory authorities.
- 2) The successful bidder shall raise bill for the services provided, together with supporting documents on bandwidth consumption and SLA calculation every quarter within 7 working days of succeeding month of such services. Disputed amount or amount on which clarification is required may be held up till the time matter is sorted out. However, balance amount shall be released.
- 3) Bill should be submitted to the ADG (Operations),UIDAI Data Centre Hebbal Bengaluru.
- 4) Payment from UIDAI shall be made by electronic fund transfer to the Agency's account by NEFT or RTGS for which purpose Agency is required to submit their complete bank details.
- 5) The endeavor shall be made to make the payment to successful bidder within 30 days after submission of the bills (including complete supporting documents on bandwidth consumption) by vendor, however it shall not have contractual binding on UIDAI. The vendor should ensure that bills for payment must be submitted with following documents for processing of the bill:
  - a. The payment to the Successful Vendor shall be released only after verification of the contracted services by UIDAI, both in terms of quantity and quality.
  - b. Amount of SLA penalty / Risk Expense etc., if any, will be deducted from the billing amount.

### **3.10 Currency of Payment**

Payment shall be made in Indian Rupees only.

### **3.11 Change Orders**

- 1) The Purchaser may at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the services to be provided by the Vendor.
- 2) If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made by UIDAI in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.
- 3) UIDAI reserves the right to vary the point-to-point link telecom services within the Contract Period, of up to **50%** of the Contract value. In case of any increase/ decrease in quantities of any item, unit rate for item indicated in the contract will be applicable.
- 4) In case applicable rates for the increase/decrease of an item in question are not available in the Contract, then the equivalent rates may be finalized based on mutually agreed rates by both parties. UIDAI may form a change order committee for this purpose.

### **3.12 Contract Amendments**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### **3.13 Assignment**

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

### **3.14 Sub-contracts**

Sub contracting done by the Vendor under this contract with the approval of UIDAI, shall not relieve the Vendor from any liability or obligation under the Contract.

### **3.15 Delays in the Vendor's Performance**

- 1) Delivery of the services and performance of service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser tender/RFP document.
- 2) An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.
- 3) If at any time during performance of the Contract, the Vendor or its sub-contractor(s) should encounter conditions impeding timely delivery of services, the Vendor shall

**Bid No.: T-11014/72/2018-Tech**

promptly notify the Purchaser in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. If the vendor request to delay the delivery of services and performance of services is not found acceptable to the purchaser, Clause 3.17 would be invoked.

**3.16 SLA compliances**

- 1) The Total Liquidated damages during the entire contract period shall not exceed **10%** of the Total Contract Value (excluding taxes).
- 2) The bidder is supposed to provide smooth service. The bidder must ensure compliances to following Services Level Agreement (SLA).
- 3) The following LD (liquidated damages) will be imposed in case of violation of the SLA.
  - a. UIDAI Acceptance related Service Levels

Service Parameter	Measurement	Service Level	Liquidated Damages
Delay in defects/faults rectification during acceptance testing (Total cumulative time allowed for defects/faults rectification is 7 days)	Measured as the difference between the planned date and the actual date.	Up to 5 days	NIL
		>5 days & <=10 days	0.1% of yearly telecom service (P2P link) charges for the link
		>10 days & <=30 days	0.5% of yearly telecom service (P2P link) charges for the link
		> 30 days	1% of yearly telecom service (P2P link) charges for the link for every 30 days (or part thereof)

- b. Commissioning related Service Levels

**Bid No.: T-11014/72/2018-Tech**

<b>Service Parameter</b>	<b>Measurement</b>	<b>Service Level</b>	<b>Liquidated Damages</b>
Delay in commencement of service (To be commenced on the next day of UIDAI rendering satisfactory acceptance testing certificate/report )	Measured as the difference between the planned date and the actual date.	Up to 5 days	NIL
		>5 days & <=10 days	0.1% of yearly telecom service (P2P link) charges of that particular link
		>10 days & <=30 days	0.5% of yearly telecom service (P2P link) charges of that particular link
		> 30 days	1% of yearly telecom service (P2P link) charges of that particular link for every 30 days (or part thereof)

c. Issue Resolution related Service Levels

<b>Service Parameter</b>	<b>Measurement</b>	<b>Service Level</b>	<b>Liquidated Damages</b>
P2P Link availability for each link	P2P Link availability shall be measured quarterly for each link, based on Contract Start date after acceptance	>=99.5%	NIL
		>=99% and <99.5%	1% of quarterly payment of telecom service (P2P link) charges of that particular link
		>=98.5% and <99%	2% of quarterly payment of telecom service (P2P link) charges of that particular link

**Bid No.: T-11014/72/2018-Tech**

		>=98% and <98.5%	4% of quarterly payment of telecom service (P2P link) charges of that particular link
		< 98.0% (less than 98%)	5% of quarterly payment of telecom service (P2P link) charges of that particular link
Latency	Latency shall be measured monthly, based on Contract Start date after acceptance	125 ms	NIL
		>=115 ms and <125 ms	0.1% of quarterly payment of telecom service (P2P link) charges of that particular link
		>=105 ms and <115 ms	0.2% of quarterly payment of telecom service (P2P link) charges of that particular link
		>=95 ms and <105 ms	0.4% of quarterly payment of telecom service (P2P link) charges of that particular link
		>=85 ms and <95 ms	0.5% of quarterly payment of telecom service (P2P link) charges of that particular link
		<85 ms	1% of quarterly payment of telecom service (P2P link) charges of that particular link
Response Time	Response Time is the time	100% calls to be responded	NIL

**Bid No.: T-11014/72/2018-Tech**

	taken by the NOC official/ Technical Manager to respond and acknowledge the reported problem during the respective quarter	within 30 minutes	
		Calls responded after 30 min or not responded	0.1% of quarterly payment of telecom service (P2P link) charges of that particular link
Resolution Time	Resolution time is the time taken by the Service provider to repair or resolve the issue, measured from the time the issue is reported	100% issues to be resolved within 4 hours	NIL
		Issue resolved after 4 hrs	1% of quarterly payment of telecom service (P2P link) charges of that particular link for every additional hour beyond the 4 hr limit or part thereof

P2P Link: Point to Point link of 100 Mbps



### **3.17 Termination for Default**

- 1) The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part by giving 1(One) month notice:
  - a. If the Vendor fails to provide services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 3.15.;OR
  - b. The Purchaser has noticed that the Bidder has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.; OR
  - c. The delivery of services is delayed due to causes of Force Majeure by more than (01 months); OR
  - d. If the Vendor fails to perform any other obligation(s) under the contract; OR
  - e. The Agency is declared bankrupt or becomes insolvent; OR
  - f. The purchaser is not satisfied with the performance of the bidder or violation of the any of the terms and conditions of the contract;
- 2) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 3.20 the Purchaser may pay, upon such terms and in such manner as it deems appropriate. However, the Vendor shall continue performance of the Contract to the extent not terminated.
- 3) In case the Bidder withdraws or the UIDAI terminates the contract for violation of terms and conditions and/or deficiency in services during the period of contract, the additional expenses in hiring a new contractor on temporary arrangement till (the time of appointing a regular contract through a tender process or till the balance period of the contract); whichever is earlier, will be adjusted against payments to be made.

### **3.18 Force Majeure**

- 1) Notwithstanding the provisions of Clauses 3.36, 3.16, 3.17 the Vendor shall not be liable for forfeiture of its performance security, payment of liquidated damages or contract termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 2) For Purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 3) If a force Majeure situation rises, the Vendor shall promptly, in not more than 10 days from its beginning, notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall

continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **3.19 Termination for Insolvency**

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

### **3.20 Termination for Convenience**

The Purchaser may, by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of Thirty Days (30) days. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

### **3.21 Dispute Resolution**

- 1) If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.
- 2) The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 3) The Arbitration proceedings shall be held in New Delhi, India.
- 4) The Arbitration proceeding shall be governed by the substantive laws of India.
- 5) The proceedings of Arbitration shall be in English language.
- 6) Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall

## **Bid No.: T-11014/72/2018-Tech**

appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.

- 7) In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.
- 8) If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
- 9) It is a Scope of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- 10) It is also a Scope of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- 11) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- 12) The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- 13) Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
- 14) Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

### **3.22 Applicable Law**

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

### **3.23 Notices**

- 1) Any notice by one party to the other pursuant to the Contract shall be sent in writing or by email and confirmed in writing to the address specified for that purpose in the contract.

## **Bid No.: T-11014/72/2018-Tech**

- 2) A notice shall be effective when delivered or on the notice's effective date and time, whichever is later.

### **3.24 Backup Support**

Vendor shall furnish details of the back-up technical and systems support that will be available to the Purchaser. Vendor shall provide the necessary back up support to maintain the desired SLAs.

### **3.25 Delivery**

The Goods/Services are to be supplied as per the schedule specified at Clause 5.2 in Section V.

### **3.26 Deductions**

Payments, as envisaged in Clause 3.9, shall be subject to deductions of any amount, for which the Vendor is liable under the agreement against this Bid.

### **3.27 Taxes and Duties**

The Vendor shall be entirely responsible for all taxes, duties, license fees, cess etc., incurred until performance of the contracted services to the Purchaser. If there is any reduction/increase in duties and taxes due to any reason what so ever, after Notification of Award, the same shall be passed on to the Purchaser/Vendor; which shall be reimbursed as applicable only upon submission of required proof of remittance of tax to the concerned authorities.

### **3.28 Insurance**

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

### **3.29 "No Claim" Certificate**

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

### **3.30 Continuing Support**

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

### **3.31 Conflict of Interest**

The bidder should not have any Conflict of Interest that may affect selection of bidder during selection stage. The bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

### **3.32 Relationship between the parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between UIDAI and the bidder and/or its personnel. The bidder, subject to this Contract, has complete charge of the personnel and sub-contractors, if any, performing the Services and shall be fully responsible for the Service performed by them or on their behalf hereunder.

### **3.33 Governing Language**

The Contract shall be written in the English language. Subject to Clause 3.22, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

### **3.34 Services and other conditions**

- 1) The Vendor shall ensure that his employees shall have Identity Cards, provided by the contractor which shall be worn in such a way that it is prominently displayed and visible for any person to identify the individual representing the contractor.
- 2) The Vendor shall indemnify and shall keep the purchaser indemnified against acts of omission or negligence, dishonesty or misconduct of the men engaged for the work and the purchaser shall not be liable to pay for any damages or compensation to such person or to third party.
- 3) In the event of any exigencies, the purchaser shall have discretion to call upon the vendor to provide such additional employees as may be necessary in its opinion for the purpose of effectively carrying out the services contemplated in this agreement.

## **Bid No.: T-11014/72/2018-Tech**

- 4) All damages caused by the Vendor or that of the vendor's employees or arising out of its employee's instruction shall be charged to the vendor and recovered from his dues/bills or adjusted against the performance guarantee.
- 5) The Vendor, in case of any failure or omission due to natural calamities, hurricanes or due to any statute or regulations of the government or because of any lock outs, strikes, riots, embargos for any political reasons or otherwise beyond the control of any party including war (whether declared or not) civil war or state of insurrection, will give notice to other party within 10 days of the occurrence of such incident that on account of the above event the notifying party has delayed the performance beyond its reasonable control and it was not due to negligence or default on its part.

### **3.35 Limitation of Liability**

- 1) The liability of the Vendor (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Goods and Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Contract Value.
- 2) The liability of the Purchaser (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement shall be limited to the amount of fees remaining to be paid to the Vendor under this Agreement.
- 3) Except as otherwise provided herein, in no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims, even if it has been advised of their possible existence.

### **3.36 Performance Security (Performance Bank Guarantee i.e. PBG)**

- 1) Within 15 days of receipt of Notification of Award by UIDAI, the successful Vendor shall furnish performance security to the Purchaser, which shall be equal to **10 percent (Ten Percent)** of the value of the contract (excluding taxes), as per the clause 2.32, Section 2 under commercial bid evaluation criteria in the form of a bank guarantee bond from a scheduled bank.
- 2) The performance security should remain valid for a period of **60 days** beyond the date of completion of all contractual obligations of Vendor.
- 3) Failure of the successful Bidder/vendor to submit the PBG within 15 days shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (EMD)/ execution of Bid Securing Declaration, in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.
- 4) PBG shall be invoked by UIDAI in the event the successful bidder/vendor:

**Bid No.: T-11014/72/2018-Tech**

- a. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of UIDAI,
  - b. Misrepresentations of facts/information submitted to UIDAI.
- 5) The performance bank guarantee may be discharged/returned by UIDAI upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
  - 6) In the event of the Bidder being unable to service the contract for whatever reason, UIDAI would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of UIDAI under the contract in the matter, the proceeds of the PBG shall be payable to UIDAI as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. UIDAI shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.
  - 7) UIDAI shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
  - 8) In case the project is delayed beyond the project schedule, the performance bank guarantee shall be accordingly extended
  - 9) On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate will be issued and the PBG will be returned to the Bidder, after 60 days of contractual obligations date.

**4. SECTION IV – CONTENTS OF BID**

**4.1 Technical Bid**

**4.1.1 Bid Particulars**

**Annex 4.1.1**

**BID PARTICULARS FOR Bid No** \_\_\_\_\_ .

- 1. Name of the Bidder**
- 2. Address of the Bidder**
- 3. Name of the service provider**
- 4. Address of the service provider**
- 5. Name and address of the authorized Signatory to whom all references shall be made regarding this bid**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Tel. No.**\_\_\_\_\_

**Cell No.**\_\_\_\_\_

**Fax No.**\_\_\_\_\_

**Email ID.**\_\_\_\_\_

<b>Signature &amp; seal of the bidder</b>	
<b>Name</b>	:
<b>Full Address</b>	:
<b>Telephone No</b>	:
<b>Fax No</b>	:
<b>Email ID:</b>	:

**Company Seal**



**To**

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

**Ref : Bid No. \_\_\_\_\_**

**Sir,**

- 1.** We declare:
  - (i) That we are provider of Point-to-point telecom services
  - (ii) Our establishment is open for inspection by the representatives of the Unique Identification Authority of India.
  
- 2.** We hereby offer to supply the Point-to-point dedicated leased line telecom Services for UIDAI Data centre at Amravati (AP) for 5 years at the contract value and rates mentioned in the **Annex 4.2.2** of the Commercial Bid.
  
- 3. PERIOD OF DELIVERY**

We do hereby undertake that, in the event of acceptance of our bid, the Point-to-point links for UIDAI Data centre at Amravati (AP), shall be made as stipulated in the schedule to the Bid Document and that we shall perform all the incidental services.
  
- 4. TERMS OF DELIVERY**

The prices quoted are inclusive of all charges in the UIDAI at the location as mentioned in **Appendix C**.
  
- 5.** We agree to abide by our offer for a period of **180 days** from the last date of bid submission closing date and that we shall remain bound by a communication of acceptance within that time.
  
- 6.** We have carefully read and understood the terms & conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply of services as per these terms and conditions.

**Bid No.: T-11014/72/2018-Tech**

7. Certified that the person signing the bid is :

a) Is the constituted attorney of the Company.

**OR**

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

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.)

8. Self attested scanned copy of **Bid Securing Declaration/Earnest Money Deposit** for an amount equal to **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)** is attached in the Cover containing **Technical Bid** in the form of specified in **Clause 2 of Section II. Original has been dispatched/delivered to the address mentioned in clause 1.2(b) of Section I.**

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

Dated this    day of    2018

**Signature of the bidder**

**Name            :**

**Full Address    :**

**Telephone No   :**

**Fax No          :**

**E mail ID        :**

**Details of enclosures:**

1.

2.

3.

4.

.

.

.

## 4.2 Commercial Bid

### 4.2.1 Commercial Bid Letter

### Annex 4.2.1

To

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

Ref : Bid No. \_\_\_\_\_

Sir,

1. We declare:
  - a. That we are provider of Point-to-point link Services.
  - b. Our establishment is open for inspection by the representatives of the Unique Identification Authority of India.
2. We hereby offer to supply the Point-to-point dedicated leased line telecom Services for UIDAI Data centres at Amravati (AP), at prices/rates as mentioned in the **Annex 4.2.2**, of the Commercial Bid.
3. We enclose herewith the complete **Commercial Bid** as required by you. This includes:

<b>S. NO.</b>	<b>CONTENTS</b>
<b>1</b>	Commercial Bid Letter (Annex 4.2.1)
<b>2</b>	Cost for providing Point-to-point link Services (Annex 4.2.2)
<b>3</b>	Soft copy and hard copy of Cost Of providing Point-to-point link services (to be downloaded online in The Form Of BoQ_P2P_Links.xls)

Dated this    day of    2018

**Signature of the bidder**

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

**Details of enclosures:**

**4.2.2 Commercial Bid**

**Annex 4.2.2**

Sr #	Service to be provided	Qty	Service charges per Annum, exclusive of all taxes (Rs)	Applicable tax in percent (%)	Contract Value for 5 years ( inclusive of taxes) =C*[D*(1+E/100)]*5 (Rs)
A	B	C	D	E	F
<b>Annual Recurring Charges</b>					
1	Dedicated Point-to-point leased link connectivity of 100 Mbps between UIDAI Data centre at Amravati (AP) and Hebbal DC (Bengaluru)	1			
<b>One time fixed charges (Installation and Commissioning)</b>				Applicable tax in percent (%) on fixed charges of Rs. 50,000	One-time fixed charges inclusive of taxes
2	Dedicated Point-to-point leased link connectivity of 100 Mbps between UIDAI Data centre at Amravati (AP) and Hebbal DC (Bengaluru)	1	50,000		
<b>Contract Value (F1 + F2)</b>					

Note:

**(1) The above cost should include all the components that are required for end to end connectivity i.e. last mile upto UIDAI Data Centres, to provision P2P link ordered and make the link operational at UIDAI Data Centres as explained in RFP document.**

(Contract Value in Words:.....)

**Signature of the bidder**

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

## **5. SECTION V – SCOPE OF WORK**

### **5.1 Schedule of work, requirements and deliverables**

- 1) Provision of dedicated point-to-point leased line connectivity of 100 Mbps connecting UIDAI Data Centres at Amravati (AP) and Hebbal as per the address given in Appendix 'C'. Alternate point-to-point telecom service of same capacity at both locations will also be taken from different bidder.
- 2) At each Data Centre, Bidder must provide connectivity till telecommunication room. Further connectivity to UIDAI routers to be provided by the Purchaser. Bidder must ensure that interface for the link from telecommunication room to UIDAI's routers is either fast ethernet or gigabit ethernet.
- 3) Bidder must ensure media is from own optical fiber end to end that includes service provider's next hop to UIDAI location on either side.
- 4) Bidder should lay fiber as per terms and conditions and within committed time frame specified in 5.1 (5), without causing inconvenience or damage to UIDAI assets.
- 5) Timeframe for laying of optical fiber NLD backbone from end-to-end (including service provider's link to UIDAI location) shall be 8 weeks.
- 6) The Service provider shall provide all the equipment such as mux, modems, converters and any other hardware required to terminate the point-to-point link on Routers at UIDAI Data Centres. The maintenance and ownership of all such equipment, except router on which the required link will be terminated, will be with Service provider only. UIDAI shall provide power and space for co-locating the termination equipment without any charges.
- 7) The Service provider must specify in the bid the space and power requirements for their equipment. All equipments must have dual input power supply. UIDAI will provide C13/C14 power connectors and all equipments must have suitable cable with C13/C14 connectors.
- 8) The Service provider shall make all arrangements for testing and commissioning of end to end Connectivity.
- 9) Mechanism for logging of complaints related to connectivity /routing problems at any point of time during the 24x7 basis service period including contact details of NOC engineers like telephone numbers, name, e-mail, fax, address etc. shall be submitted to UIDAI.

## **Bid No.: T-11014/72/2018-Tech**

- 10) Any scheduled maintenance activity required to be carried in the ISP network which would affect UIDAI Data centre's services would be intimated 3 working days in advance and must be carried out between 02:00 to 06:00 Hrs window of Indian Standard Time (IST) but only after approval of UIDAI.
- 11) The service provider would provide mechanism, to UIDAI, to measure and monitor the SLA parameters.
- 12) The escalation process must be easy & well defined. Escalation matrix should be submitted immediately. Details of such backup arrangement shall be submitted within one week of receipt of acceptance letter /LOI.
- 13) Maintenance of Hardware supplied by bidder will be the responsibility of bidder only.

### **5.2 Delivery Schedule**

The Service Provider should ensure readiness of services of point-to-point 100 Mbps dedicated leased line telecom services (i.e. Amravati (AP) DC to Hebbal DC, for acceptance of the UIDAI) within **8 (eight) weeks** from the date of acceptance of Notification of award by bidder.

## 6. SECTION VI – APPENDICES

### 6.1 APPENDIX A – Contract

#### CONTRACT

THIS AGREEMENT made this \_\_\_day of ..... between Unique Identification Authority of India, (hereinafter referred to as “**the Purchaser**”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns of the FIRST PART and ..... having its Office at ..... (hereinafter referred to as “**the Service provider**”) which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators, Legal Representatives and permitted Assigns of the SECOND PART.

**WHEREAS Purchaser** is desirous of entering into a contract for Provisioning of point-to-point dedicated leased line between UIDAI Data centres at Amravati (AP) and Hebbal (Bengaluru) with the **Service provider**, and has accepted to pay to the **Service provider** the contract amount for Provisioning of point-to-point links between UIDAI Data centres at Amravati (AP) and Hebbal (Bengaluru) at a total cost not exceeding..... (**Rupees .....**) (hereinafter referred to as "the Contract Price").

**AND WHEREAS** the **Service provider** has agreed to provide Point-to-point dedicated leased line Services for UIDAI Data centres at Amravati (AP) and Hebbal (Bengaluru) as listed in Bid Document No \_\_\_\_\_, as per the rate(s) given in **the table below mentioned hereinafter**.

Sr #	Service to be provided	Qty	Service charges per Annum, exclusive of all taxes (Rs)	Applicable tax in percent (%)	Value for 5 years ( inclusive of taxes) =C*[D*(1+E/100)]*5 (Rs)
A	B	C	D	E	F
<b>Annual Recurring Charges</b>					
1	Dedicated Point-to-point leased link connectivity of 100 Mbps between UIDAI Data centre at Amravati (AP) and Hebbal DC (Bengaluru)	1			
<b>One time fixed charges (Installation and Commissioning)</b>				Applicable tax in percent (%) on fixed charges of Rs. 50,000	One-time fixed charges inclusive of taxes
2	Dedicated Point-to-point leased link	1	<b>50,000</b>		

**Bid No.: T-11014/72/2018-Tech**

connectivity of 100 Mbps between UIDAI Data centre at Amravati (AP) and Hebbal DC (Bengaluru)				
<b>Contract Value (F1 + F2)</b>				

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

**A.** Bid Document No. \_\_\_\_\_ regarding Point-to-point link for UIDAI Data centres at Amravati (AP), including

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

**B.** Clarifications issued by the Purchaser and successful bidder.

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

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

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

- In consideration of the payments to be made by the **Purchaser** to the **Service provider** as hereinafter mentioned, the **Service provider** hereby covenants with the **Purchaser** to provide the Point-to-point link Services for UIDAI Data centres at Amravati (AP), and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.
- The **Purchaser** hereby covenants to pay the **Service provider** in consideration for the provision of Point-to-point link for UIDAI Data centres at Amravati (AP), the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.



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

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

**Signed, sealed and delivered for & on behalf of \_\_\_\_\_ M/s \_\_\_\_\_ Signed, sealed and delivered for and on behalf of Chief Executive Officer (CEO), Unique Identification Authority of India**

Signature -----

Signature -----

Name -----

Name -----

Designation \_\_\_\_\_

Designation \_\_\_\_\_

Address -----

Address -----

Date -----

Date -----

Place :

Place

In the presence of:	In the presence of:
Signature ----- Name ----- Designation _____ Date -----	Signature ----- Name ----- Designation _____ Date -----
Place : _____	Place _____

**6.2 APPENDIX B – Proforma of Performance Bank Guarantee (PBG)**

**(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,

**Deputy Director General (Tech)  
Unique Identification Authority of India  
Ministry of Electronics & Information Technology,  
3rd Floor, Tower II,  
Jeevan Bharati Building,  
Connaught Circus,  
New Delhi-110001**

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology, on behalf of the UIDAI acting through 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 “\_\_\_\_\_ [RFP Name]” and the Contractor having agreed to provide a Performance Bank Guarantee for the faithful performance of the entire Contract not exceeding Rs. .... (in words & figures).

**Bid No.: T-11014/72/2018-Tech**

2. 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 not withstanding 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.

3. 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.

4. 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 not withstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

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

6. Notwithstanding anything contained hereinabove:

(1) Our liability under this guarantee is restricted to Rs. .... (INR .....).

(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.....2018.....at.....

**WITNESS**

.....

(Signature)

.....

(Name)

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per Power of

Attorney

No.....

Dated.....

**6.3 APPENDIX C – List of Locations**

**List of Locations where Point-to-point links are to be provisioned**

S No.	City	Address	Name of Contact Person
1	Amaravati (AP) to Hebbal(Bengaluru) DC	Pi Data Centers, Survey #49/P, Plot No. – 12, IT Park, Autonagar, Mangalagiri, Andhra Pradesh – 525503	ADG (Operations) / DD (Operations) Contact No: 080-23099200
		UIDAI Data Centre Complex CA Site No. 1, NTI layout, Tata Nagar, Kodigehalli Bangalore 560092	ADG (Operations) / DD (Operations) Contact No: 080-23099200

**6.4 APPENDIX D – Proforma of Bank Guarantee for Earnest Money Deposit (EMD)**

**(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.....**

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

In accordance with Invitation to Bid for “\_\_\_\_\_”  
\_\_\_\_\_ [RFP Name]” under your Specification  
No..... M/s..... having its Registered/Head Office at.....  
(hereinafter called the “Bidder”) wish to participate in the said Bid or..... and  
you, as a special favour have agreed to accept an irrevocable and unconditional Bank  
Guarantee for an amount of..... valid upto ..... on behalf of Bidder in lieu of  
the Bid deposit required to be made by the Bidder, as a condition precedent for  
participation in the said Bid.

2. We, the ..... Bank at ..... (local address) having our Head office at  
..... guarantee and undertake to pay immediately on demand by Unique  
Identification Authority of India, Ministry of Electronics & Information Technology,  
Government of India on behalf of the UIDAI acting through CEO, UIDAI, the amount of  
..... (in words & figures) without any reservation, protest,  
demur and recourse. Any such demand made by said “Owner” shall be conclusive and  
binding on us irrespective of any dispute or difference raised by the Bidder.

**Bid No.: T-11014/72/2018-Tech**

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

4. Notwithstanding anything contained hereinabove:

(1) Our liability under this guarantee is restricted to Rs. .... (in words & figures).

(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 authorized officer, has set its hand and stamp on this.....day of.....2018.....at.....

**WITNESS** ..... .....

(Signature) ..... .....

\_\_\_\_\_

(Authorized Signatory of the Bank)  
Attorney as per Power of Attorney No.....  
Dated.....



**6.5 APPENDIX E – Bid Securing Declaration form**

Date:  
Bid No.:

To

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

We, the undersigned, declare that:

We , M/s.....(herein referred as bidder) understand that, according to bid clause No. 2.3, bids may be supported with a Bid Securing Declaration, therefore rather than submitting the **Earnest Money Deposit Form as attached at clause 6.4 (Appendix 'B') of the RFP**, bidder render the declaration that:-

Bidder will automatically be suspended from being eligible for bidding in any contract with the Unique Identification Authority of India (herein referred as Purchaser) for the period of *3 years*, starting on bid submission closing date, if bidder are in breach of any of the following obligation(s) under the bid conditions:-

- (a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- (b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.

(c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Bidder understand that this declaration shall expire if Bidder are not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

**Authorized Signatory**

Name : \_\_\_\_\_

Designation: \_\_\_\_\_

Office Seal: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

## **6.6 APPENDIX F – Non-Disclosure Declaration/Agreement**

**(To be provided on Non-judicial stamp paper of Rs.100/-)**

This Non-Disclosure Agreement (“Agreement”) is executed on \_\_\_ day of \_\_\_\_ 2018 (“Effective Date”), by and between:

**Unique Identification Authority of India** or UIDAI, through its Chief Executive Officer, having its office at 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001, (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context and meaning include its successors, administrators and assigns) of the ONE PART;

AND

\_\_\_\_\_, a Company duly registered under the Companies Act 1956 / 2013, through its authorized representative [Name] holding the designation [Designation], having its registered office at [address], (hereinafter referred to as the “**Bidder**” which expression shall, unless repugnant to the context and meaning, include its successors, administrators, executors, attorneys, agents and assigns) of the OTHER PART.

WHEREAS:

- A. The Bidder is desirous of bidding for Bid No..... covering “[Name of the RFP]” (hereinafter called the said 'RFP') issued by the Authority.
- B. The Bidder is aware and confirms that the Authority’s business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Authority in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Authority

NOW THEREFORE,

In consideration of disclosure of confidential information, and in order to ensure the Authority’s grant to the Bidder of specific access to Authority’s confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

**Bid No.: T-11014/72/2018-Tech**

It is hereby agreed as under:

- 1** The confidential information to be disclosed by the Authority shall include without limitation, any and all information in written, representational, electronic, verbal or other form, whether or not expressly marked as “Confidential”, relating directly or indirectly to inventions, processes, products, methodologies, algorithms, risk matrices, thresholds, parameters, reports, data, models, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies, operating techniques, source codes, object codes, “know how”, drawings, designs, patents, copyright, trademarks, trade secrets, unpublished records and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.
- 2** Subject to clause 11 of this Agreement, it is hereby agreed by the Bidder that this Agreement shall apply in perpetuity and shall survive the termination of any other contract, agreement, arrangement or understanding entered into by or executed between the Authority and the Bidder.
- 3** Confidential Information does not include information which:
  - a) the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - b) information in the public domain as a matter of law;
  - c) is obtained by the Bidder from a third party without any obligation of confidentiality;
  - d) the Bidder is required to disclose by order of a competent court or regulatory authority;
  - e) is released from confidentiality with the written consent of the Authority.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

- 4** The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event the degree of confidentiality shall be less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

**Bid No.: T-11014/72/2018-Tech**

- a) to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
  - b) to only make copies as specifically authorized by the prior written consent of the Authority and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - c) to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, provided such employees, agents and representatives have duly executed a Non-Disclosure Agreement with the Bidder, to maintain confidentiality of the Confidential Information disclosed to them; and
  - d) to treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
- 5** The Bidder agrees to indemnify the Authority against any and all losses, damages, claims, or expenses incurred or suffered by the Authority as a result of the Bidder's breach of this Agreement.
- 6** Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder undertakes that it shall be liable for any and all unauthorized access to and disclosure of Confidential Information by any of its employees, agents and / or representatives.
- 7** The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
- 8** The Bidder agrees that upon termination/expiry of this Agreement or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the

**Bid No.: T-11014/72/2018-Tech**

Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

- 9** Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and/or termination of the contract or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.
- 10** In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall notify the Authority within 24 hours and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Authority. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.
- 11** The Bidder covenants and agrees that, during the term of its engagement with the Authority and for twelve (12) months after the termination thereof, regardless of the reason for the termination, the Bidder shall not, directly or indirectly, represent any entity or authority engaged in same or substantially similar nature of work as that of the Authority, anywhere in the world, for any work which is similar to the Bidder's scope of work as provided by the Authority.

**Bid No.: T-11014/72/2018-Tech**

**12** This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India. The Recipient in the provision of its services under the contract shall be governed at all times by the provisions of Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the regulations framed there under as amended from time to time. Notwithstanding anything contained therein, if the Recipient contravenes any provisions of Aadhaar Act, 2016 and the Regulations framed thereunder, as applicable to the services rendered under the RFP and / or this Agreement, the Recipient shall be liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this Agreement.

**13** The Bidder understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Authority irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the Authority shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Authority shall deem appropriate. Such right of the Authority shall be in addition to Remedies otherwise available to the Authority at law or in equity.

For and on behalf of:

For Authority

For Bidder

(Authorised Signatory Office Seal:)

(Authorised Signatory Office Seal:)

Name:

Name:

Designation:

Designation:

Date:

Date:

Place:

Place: