

GOVERNMENT OF INDIA  
MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA  
NEW DELHI

**REQUEST FOR PROPOSAL**



**Renewal Of Subscription/Support For Red Hat  
Enterprise Linux (RHEL)**

**RFP Number: T-11011/16/2010-Tech (Part-IV)**

**Dated- 11<sup>th</sup> Jan, 2018**

## Disclaimer

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.
4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Purchaser nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

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## 1 Section I – Invitation to Bid

### 1.1 Preamble

This invitation to bid is for “Renewal Of Subscription / Support For Red Hat Enterprise Linux (RHEL)”.

- a) Bidders are advised to study the Bid document carefully. 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/documents prepared in accordance with the procedures enumerated in **Clause 2.1** should be submitted to UIDAI not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 1.2.1**.
- b) 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. Bid offers prepared in accordance with the procedures enumerated in **Clause 2.1** should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 1.2.1**. 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 will not be accepted.**

- c) Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same

contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

- d)** Tenderer who has downloaded the tender 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 EMD would be forfeited/Bid Securing Declaration will be executed and tenderer is liable to be banned from doing business with UIDAI.
- e)** Intending bidders are advised to visit again UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- f)** The Hard Copy of original instruments in respect of cost of tender document, Bid Securing Declaration /EMD, original copy of affidavits, certificate, etc must be delivered to the address as mentioned in the clause 1.2 on or before bid opening date/time as mentioned in critical date sheet. Tenderer may reject the bid for non-submission of payment instrument like DD, etc., against the submitted bid. The tender fee shall be non refundable.
- g)** Bids will be opened as per date/time as mentioned in clause 1.2. After online opening of Technical Bid the results of their qualification as well Financial Bid opening date will be intimated later.
- h)** All Bids must be accompanied by an **EMD (Earnest Money Deposit)** /Bid Securing Declaration
- i)** The Pre-Qualification criteria for the bidders should be fulfilled for consideration of the bid.

## 1.2 Schedule for Invitation to Bid

<b>a)</b>	Name of the Purchaser	The Chief Executive Officer, Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India (GoI), 9 <sup>th</sup> Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001
<b>b)</b>	Name of the Contact Person for any clarification	Shri Manoj Jain, Deputy Director (Tech), Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India (GoI), 9 <sup>th</sup> Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.  Queries should be submitted via E-mail and followed by paper copy by post E-mail – <a href="mailto:manoj.jain@uidai.gov.in">manoj.jain@uidai.gov.in</a>
<b>c)</b>	Date till which the response to the bid should be valid	180 days from the date of opening of Pre-Qualification Bids.

### 1.2.1 Important Dates

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

Activity	Date
Published Date	To (11.01.2018) at 1800 hrs
Pre-Bid Meeting	<p>To+7 day (18.01.2018) at 1500 hrs</p> <p>Venue: Conference Hall, 3<sup>rd</sup> Floor, Tower 2, Jeevan Bharti Building, Connaught Circus, Delhi</p> <p>Note: A maximum of three 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:</p> <p>manoj.jain@uidai.net.in</p>
Clarifications, if any, to be sent to UIDAI	<p>To+10 day (22.01.2018) before 1600 hrs</p> <p>All the queries should be received on or before the prescribed date &amp; time, through email only with subject line as follows:</p> <p>“RFP for Renewal Of Subscription/Support For Red Hat Enterprise Linux (RHEL) Pre Bid Queries _&lt;Bidder’s Name&gt;”. The queries should be submitted as per the format prescribed in clause 2.5. The Pre-Bid queries to be sent at the following Email Id:</p> <p>manoj.jain@uidai.gov.in</p>
Uploading of Clarifications	<p>To+17 day (29.01.2018) at 1800 hrs</p> <p>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</p>

	send the same through e-mail or any other means.
Bid Submission Start Date	To+18 day (30.01.2018) at 1000 hrs
Bid Submission End Date	To+31 days (12.02.2018) 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	To+ 32 days (13.02.2018) at 1500 hrs Venue: UIDAI HQ, New Delhi Note: A maximum of two representatives per bidder would be allowed to participate
Opening of Financial Bids	<b>Will be communicated later</b>

**Note:** The above dates, time and venue may be altered by the Purchaser at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above table is further elaborated in the subsequent sections of this RFP and the information provided in the table and subsequent sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.

### 1.2.2 Other Details

Area	Description
Method of Selection	L 1 as per commercial bid
Availability of RFP Documents	Notice Inviting Tenders (NIT) would be available on Central Public Procurement Portal (URL:

Area	Description
	<p><a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a>) and also on UIDAI.gov.in under Tender section</p>
<p>Tender Fee (Non-Refundable)</p>	<p>INR 1,000/- by DD from a nationalised/scheduled bank in favour of Unique Identification Authority of India, payable at New Delhi</p> <p>(Original instrument to be submitted whereas Signed and scanned copy to be uploaded )</p> <p>Tender fee exemption as mentioned in clause 2.2</p>
<p>Bid Securing Declaration / Earnest Money Deposit (EMD)</p>	<p>INR 20 Lakh by Bank Guarantee (as per format attached in <a href="#">Appendix C</a>) or Bid Securing Declaration (as per format in Appendix F)</p>
<p>Submission of Bid Securing Declaration /EMD and Tender fee (Physical hard copy submission)</p>	<p>Bidders shall submit Bid Securing Declaration /EMD and Tender Fee in a sealed envelope titled “Bid Securing Declaration /EMD and Tender Fee - RFP for Renewal Of Subscription / Support For Red Hat Enterprise Linux (RHEL) to the address as mentioned in clause 1.2 (b) before the bid submission end date.</p> <p>Copy of Bid Securing Declaration /EMD and Tender Fee also needs to be uploaded on e-procure portal under the separate cover as provided above.</p> <p>If the Bid Securing Declaration /EMD and Tender fee are not received by the prescribed date and time, the Proposal submitted by the Bidder will be liable to be summarily rejected.</p>

Area	Description
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

Please check whether following have been enclosed in the respective covers, namely, **Pre-Qualification Bid, Technical Bid and Commercial Bid:**

#### 1.3.1 Check List of Documents to Be Uploaded in the Pre-Qualification Bid i.e. Packet – 1 (Pre-Qualification Bid, Technical Bid)

Details to be referred in clause 2.18.

S. No.	Pre-Qualification Condition	Whether Enclosed (Y/N)	Page No.
(i)	a) Submission and uploaded copy of EMD of the prescribed amount and validity pursuant to Clause 2.3 or Bid Securing Declaration b) Submission and uploaded copy of payment of Tender Document fee as per clause 2.2		
(ii)	Legal Entity/Registration of company		
(iii)	Registration Certificated (Self-Certificate for compliance with Tax Authorities)		
(iv)	Revenues of Company		

(v)	Bidder Experience		
(vi)	Self-Declaration on Banning of Business		
(vii)	Declaration for authorised signatory as mentioned in clause 2.12		

**Important Note: Above list should be duly filled and uploaded**

### 1.3.2 Check List of Documents to be Uploaded in Technical Bid i.e.

#### Packet – 1 (Pre-Qualification Bid, Technical Bid)

S. No.	Description	Whether Enclosed (Y/N)	Page No.
(i)	Technical Bid Letter ( <a href="#">Annexure 4.1.1</a> )		
(ii)	Statement of Undertaking from OEM (Appendix D)		
(iii)	Unpriced BoQ ( format as mentioned in BoQ_ xxxx.xls but without any cost mentioned)		

**Important Note: Above list should be duly filled and uploaded**

### 1.3.3 Check List of Documents be uploaded in the Commercial Bid i.e.

#### Packet -2 (Commercial Bid)

S. No.	Description	Whether Enclosed (Y/N)	Page No.
(i)	Commercial Bid Letter ( <a href="#">Annexure 4.2.1</a> )		
(ii)	Summary of Cost of Goods and Services offered (Annexure 4.2.2)		
(iii)	Filled Priced BoQ (excel file)		

**Important Note: Above list should be duly filled and uploaded**

## 2 Section II- Instruction to Bidders

### 2.1 Procedure for Submission of Bids

- a) A two packet Bid System will be followed for this RFP which includes Pre-Qualification Bid, Technical Bid and Commercial Bid. Selection will be done as per L1 based upon commercial bid.

**Packet-1**(Pre Qualification and Technical bid) having viz.,

- Part I – Pre qualification (Tender Fee + Bid Securing Declaration /EMD + Checklist with Y/N as mentioned in clause 1.3.1 + Documents as per check list)
- Part II - Technical Bid Submission (Checklist with Y/N as mentioned in clause 1.3.2 + Documents as per check list.)
- Sequence of documents to be followed as per checklist and proper index to be provided

**Packet-2**(Commercial Bid) having viz.,

- Financial Bid Submission (Checklist with Y/N as mentioned in clause 1.3.3 + Documents as per check list)
- Schedule of price bid in the form of BOQ\_XXXX.xls

Sequence of documents to be followed as per checklists and proper index to be provided

- b) This RFP process will be administered through the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). The Bidders are required to submit soft copies of their proposals 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, preparing their proposals in

accordance with the requirements defined in this RFP and submitting their proposals on the CPP Portal. More information for submitting the Bids online on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.

- c) The Bidders are required to enrol on the e-procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link. Enrolment on the CPP Portal is free of charge. As part of the enrolment process, the Bidders will be required to choose a unique username and a password for their accounts. 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 the Controller of Certifying Authorities, India with their profile. Only one valid DSC should be registered by a Bidder. The DSC should be in the name of the person duly authorized by the Bidding entity to do all acts necessary for submitting the Proposal and execution of work under this RFP. The Bidders are responsible to ensure that only the authorised persons may use the DSCs. The Bidder then logs in to the site through the secured log-in process by entering the user ID / Password and the Password of the DSC / eToken.
- d) All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. Failure to submit the Bid on time could cause a proposal to be rejected. The Purchaser will not accept delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than uploading on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>).
- e) There are various search options available on the CPP Portal to facilitate the Bidders to search active RFPs by several parameters. These parameters include RFP ID, organization name, location, date, value etc. There is also an option for advanced search for active RFPs, wherein the Bidders may combine a number of search parameters such as organization name, location, date, etc. to search for an RFP published on the CPP portal. Once the Bidders have selected the RFP they are interested in, they may download the required documents / RFP schedules. These RFP documents can be moved to the respective “My Tenders” folder. This

will enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any Corrigendum issued to the RFP document. The Bidder should make note of the unique RFP ID assigned to each RFP, in case they want to obtain any clarification / help from the Helpdesk.

- f) The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids.
- g) The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid. The Bid documents can generally be in the PDF/ XLS/ RAR formats. The Bid documents may be scanned with 100 dpi with black and white option.
- h) The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned in the clause 1.2 of this RFP. The Bidder will not be allowed to submit the Bid after the Bid submission time. The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in this RFP. The Bidder shall furnish, as part of its Bid, Bid Securing Declaration or an EMD amount as mentioned. In case of EMD, the Bidder has to select the payment option as “Offline” to pay the EMD as applicable and enter the details of the instrument. The Bidder shall seal the EMD envelope containing the original Bank Guarantee. The Bidder shall mark its name and RFP reference number on the reverse of the Bank Guarantee before sealing the same. The address of the Purchaser, Name and Address of the Bidder and the RFP Reference Number shall be marked on the envelope. The envelope shall also be marked with a sentence “NOT TO BE OPENED BEFORE THE DATE AND TIME OF PRE-QUALIFICATION BID OPENING”. If the envelope is not marked as above, the Purchaser will not assume any responsibility for its misplacement, pre-mature opening etc.
- i) A standard BoQ format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their financial Bids in the format provided and no other format will be acceptable. The BoQ format for this RFP can be downloaded from the CPP Portal.

- j) All the documents being submitted by the Bidders will be encrypted using PKI encryption techniques to ensure the secrecy of data. The data entered cannot be viewed by unauthorised 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 for sensitive fields is done. The uploaded Bid documents become readable only after the Bid opening by authorized Bid openers.
- k) Upon successful and timely submission of Bids, the portal will give a successful Bid submission message and a bid summary will be displayed with the Bid number and the date and time of submission of the Bid with all other relevant details.
- l) The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.
- m) The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.
- n) Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority and the relevant contact person indicated in this RFP. Any queries relating to the process of online Bid submission or queries relating to the CPP Portal in general may be directed to the 24\*7 CPP Portal Helpdesk. The national toll free number for the helpdesk is 18002337315.

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. Bid offers prepared in accordance with the procedures enumerated in clause 2.1 should be submitted online only through

CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 1.2.**

## **2.2 Cost of Bid Document**

- 1 The Bidder is required to **pay fee of Rs.1,000/- (Rupees One Thousand Only)** in the form of a DD from a nationalized /scheduled bank in favor Unique Identification Authority of India, payable at New Delhi. The Bid Document Fee is non-refundable.
- 2 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 tender fee. In this case, the bidders must submit the copy of valid registration certificate.
- 3 The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the UIDAI. The UIDAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

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

Bidder may submit either Bid Securing Declaration or EMD

### **2.3.1 Bid Securing Declaration**

- a) The Bidders shall submit Bid Securing Declaration (As per Appendix F) along with copy of tender fee in a sealed envelope.

- b) 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 2.1.
- c) 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.
- d) The Bid Securing Declaration will be executed :
- 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.
  - 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.
  - During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- e) 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.

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

- a) The Bidders shall submit an Earnest Money Deposit (EMD) of **Rs. 20 lakh (Rupees Twenty Lakh only)** as bid security fee along with copy of tender fee in a sealed envelope. EMD in any other form will not be accepted.
- b) EMD must remain valid for at least 180 (One Hundred and Eighty) +45 days from the last date of bid submission date and the validity of the EMD should be extended in the event the last date of submission of the Proposal is extended.

- c) 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 2.1.
- d) 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 clause (i) below.
- e) 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 EMD. In this case, the bidders must submit the copy of valid registration certificate.
- f) 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.
- g) 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.
- h) The EMD may be forfeited:
  - 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.
  - 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.
  - During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

- i) 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.

## **2.4 Contents of the Bid Document**

- 1 The Schedule of Requirements of the Licenses and 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;
  - f) Section VI- Appendix
    - i. Contract Form (Appendix A)
    - ii. Performance Bank Guarantee form (Appendix B)
    - iii. Bid Security/Earnest Money Deposit Form (Appendix C)
    - iv. Undertaking From OEM (Appendix D)
    - v. Non-Disclosure Agreement (Appendix E)
    - vi. Bid Securing Declaration Form (Appendix F)
- 2 The Bidder is expected to examine complete bid document including all instructions, forms, general terms & conditions, and Schedule of requirements in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

## 2.5 Clarification of Bid Document

- 1 A prospective Bidder requiring any clarification of the Bid Document may notify the UIDAI in writing at the UIDAI's mail address indicated in clause 1.2. The queries must be submitted over mail in filled excel as below:

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

- 2 The UIDAI will respond, to request for clarifications of the Bid Document, received not later than the date prescribed by the UIDAI in clause 1.2.1 of this Bid document.

## 2.6 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 which will be binding on all bidders.
- 3 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the UIDAI may, at its discretion, extend the last date for the receipt of Bids.

## 2.7 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 the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

## **2.8 Documents Comprising the Bids**

- 1 The Bids prepared by the Bidder shall comprise of the following components:
  - a) Pre-Qualification Bid
  - b) The Technical Bid
  - c) The Commercial Bid

## **2.9 Bid Prices**

- 1 The Bidder shall indicate in the proforma prescribed at clause 4.2.2, the unit cost and total Bid value of the Goods\Services, it proposes to provide under the Contract.
- 2 The unit cost quoted in the above mentioned proforma will be used to calculate cost for 'change orders', if any.
- 3 In the absence of any information, as requested above, a bid may be considered incomplete and summarily rejected.
- 4 The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the study of the bill of material in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.

## **2.10 Firm Prices**

- 1 Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in Annexure 4.2.2 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 and should include all taxes, fees and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in Annexure4.2.2.
- 3 Any change in taxes will be adjusted accordingly in the payment structure.

## 2.11 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.

## 2.12 Bidder Qualification

- 1 The "Bidder" as used in the Bid documents shall mean the one who participate in the bid process. The Bidder may be either the Constituted attorney of the company or the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.
- 2 It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:
  - a) Constituted attorney of the company.

**OR**

  - b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company.
- 3 The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued.
- 4 The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.
- 5 UIDAI may out rightly reject any bid not supported by adequate proof of the signatory's authority

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

- 1 Bids shall remain valid for 180 days after the date of opening of Pre-Qualification and Technical Bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.
- 2 In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of Bid Securing Declaration /EMD provided under Clause 2.3 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

### **2.14 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.

### **2.15 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.

### **2.16 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 value.
- 2 It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The UIDAI shall not entertain any request for clarification from the Bidder regarding such local conditions
- 3 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim

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.

## 2.17 Headings

Headings of conditions hereto shall not affect the construction thereof.

## 2.18 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 bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

The relevant sections shall be highlighted in the document attached.

#	Parameter	Pre-qualification criteria Description	Evidence required
1.	Document	Bid Securing Declaration /EMD and Tender Document Fee is submitted in original	Tender fee and Bid Securing Declaration /Bank Guarantee for EMD The bidder may claim exemption from submission of Tender fee as mentioned in clause 2.2. In this case, the bidder must upload copy of valid registration certificate. The bidder may claim exemption from submission of EMD as

#	Parameter	Pre-qualification criteria Description	Evidence required
			mentioned in clause 2.3. In this case, the bidder must upload copy of valid registration certificate.
2.	Legal Entity/ Registration of Company	Bidder shall be an Indian firm / company/ organization registered under applicable Act in India.	Copy of registration
3.	Registration certificates	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 of company	Bidder shall have an average annual turnover of at least INR 25 Crores in last 3 financial years (FY 2014-15, 2015-16, 2016-17) from IT goods and services	Audited financial statements for the last three financial years (FY 2014-15, 2015-16, 2016-17) clearly mentioning turnover from IT goods and services.  In case the turnover on account of IT goods and services is not mentioned separately in the audited financial statements, the bidder shall provide a certificate from statutory auditor/ Company Secretary/ Company Auditor stating

#	Parameter	Pre-qualification criteria Description	Evidence required
			the turnover from IT goods and services in the last three financial years (FY 2014-15, 2015-16, 2016-17), duly attested by company's authorized signatory.
5.	Bidder Experience	<p>Bidder shall have experience in executing IT goods and services project in Central Govt. / State Govt./ PSUs/ Autonomous Bodies/private enterprise in last 7 years ending on last date of previous month of closing date of bid submission, of at least :-</p> <p>a) One project costing not less than the amount equal to Rs 7.0 Cr; Or</p> <p>b) Two projects each costing not less than the amount equal to Rs 5.0 Cr; Or</p> <p>c) Three projects each costing not less than the amount equal to Rs 3.5 Cr</p> <p>Only those projects shall be considered complete for which PBG has been returned.</p> <p>Projects which are running in warranty or AMC phase shall also be considered for</p>	<p>(a) Copy of PO/WO + client's completion certificate</p> <p>(b) Client's certificate for projects which are running in warranty or AMC phase shall mention that they have Gone live and are in production/operations phase .Certificate should clearly indicate the phase in which the project is running. For the purpose of evaluation of such projects overall value of contract; consisting of IT goods and services ie capital cost, warranty cost, AMC cost etc; shall be considered.</p> <p>(c) Aggregate value of multiple POs/WOs, under the same contract, shall be considered for the evaluation purpose.</p> <p>(d) Company's statutory auditor/ Company Secretary/ Chartered Accountant's certificate/Authorized signatory about the PO/WO being attached, duly attested by company's authorized signatory, stating – Total value of PO/WO, date of</p>

#	Parameter	Pre-qualification criteria Description	Evidence required
		<p>evaluation, provided those have Gone live and are in production/operations phase.</p> <p>For evaluation purpose of the projects which are either completed or Gone live ie which are in production/operation phase – Overall value of contract consisting of IT goods and services; ie capital cost, warranty cost, AMC cost etc, irrespective of the current phase of project; shall be considered. Cost is excluding taxes.</p>	<p>commencement and completion of project, total scope of PO/WO, whether the project has been completed in all respects ie return of PBG or not, certificate shall also mention cost of IT goods and services (ie capital cost, warranty cost, AMC cost etc ).If project is not completed in that case certificate shall mention the phase in which it is running along with the cost of IT goods and services (ie capital cost, warranty cost, AMC cost etc).</p> <p>(d) For projects under Non-Disclosure Agreement with the client, bidder shall submit the copy of NDA along with Company’s statutory auditor/ Company Secretary/ Chartered Accountant certificate duly attested by company’s authorized signatory, stating -Total value of PO/WO, date of commencement and completion of project, total scope of PO/WO, whether the project has been completed in all respects ie return of PBG or not, certificate shall also mention cost of IT goods and services (ie capital cost, warranty cost, AMC cost etc).If project is not completed in that case certificate shall mention the phase in which it is running along with the cost of IT goods and services (ie capital cost, warranty</p>

#	Parameter	Pre-qualification criteria Description	Evidence required
			cost, AMC cost etc).
6.	Banning of Business	The bidder should not be banned from carrying out business either with the entire Central Government of India or the Ministry of Electronics& 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	Self-certificate/ undertaking on Company's letter head duly signed by company's authorized signatory.

### 2.19 Last Date for Receipt of Bids

- 1 Bids will be uploaded on the portal not later than the time and date specified in clause 1.2.1. After the prescribed time, the option for uploading of documents will not be there on the portal.
- 2 The UIDAI at its discretion may extend the last date for the receipt of bids, by amending the Bid Document, in which case all rights and obligations of the UIDAI and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

### 2.20 Modification and Withdrawal of Bids

- 1 The Bidder may modify or withdraw its bid after the Bids' submission on the portal till last date of submission.
- 2 No option will be there to modify the bid subsequent to the last date and time for

receipt of bids.

- 3 No bid may be withdrawn in the interval between the last date and time for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its EMD/ execution of Bid Securing Declaration.

### **2.21 Address for Correspondence**

All correspondence by UIDAI shall be made to the details provided in the bid document.

### **2.22 Opening of Bids by UIDAI**

- 1 On the basis of information furnished in the Pre-Qualification Bid, Bidders will be pre-qualified. The bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation.
- 2 Bids of only pre-qualified Bidders will be taken up for further evaluation.
- 3 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 clause 1.2 of this Document.
- 4 The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite EMD/Bid Securing Declaration and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the bid opening.

### **2.23 Clarification**

When deemed necessary, the UIDAI may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or value quoted.

### **2.24 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 bids submitted by bidders 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 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 successfully lowest 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.

## **2.25 Contacting the UIDAI**

- 1 No Bidder shall contact the UIDAI to influence the bidding process or on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.
- 2 Any effort by a Bidder to influence the UIDAI's Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

## **2.26 Post Qualification**

- 1 The UIDAI will determine to its satisfaction whether successful bidderis qualified

to satisfactorily perform the Contract.

- 2 This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities. It will be based upon an examination of the documentary evidence submitted by the Bidder as per document sought in the bid document 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 even the UIDAI will proceed to the next lowest bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

## 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 in execution and support of RHEL, the technical know-how, and the financial wherewithal that would be required to provide the 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**

Technical Bids will be opened in the presence of representatives of the Bidders (not more than two representatives per bidder) who choose to be present as per the date and time indicated by the UIDAI. Evaluation of Technical bid is subject to meeting all pre qualification criteria. 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 and schedule of requirements of this Bid Document (Section V). Technical Bids which meet the above mentioned criteria will be eligible for consideration in the subsequent rounds. If required, the

UIDAI may seek specific clarifications from any or all Bidder(s) at this stage. The UIDAI shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s). Technical bid shall also contain unpriced BoQ as per clause 4.2.2 (without any cost mentioned)

**3 Phase II: Evaluation of Commercial Bids**

In this phase, the Commercial Bids of the Bidders, who are technically qualified in Phase I, shall be opened. The Commercial Bid should contain the total price, comprising of licensing cost and support as mentioned in Annexure 4.2.2 of Section IV, proposed to be charged by the Bidder.

- 4 UIDAI will award the Contract to the successful Bidder whose bid has been determined to be technically qualified and has been determined as the lowest evaluated bid based upon commercial 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.

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

- 1 The UIDAI shall reserve the right, not to purchase all/partial Goods/Services quoted by the successful bidder/ Vendor in this bid before issue of Notification of Award.

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

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

### **2.30 Notification of Award (NOA)**

- 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 date of 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 2.32, the UIDAI will promptly notify each unsuccessful Bidder and will discharge their 2EMD/Bid Securing Declaration.

### **2.31 Signing of Contract**

1. At the same time as the UIDAI notifies(NOAs) the successful Bidder that its bid has been accepted, the UIDAI will send the Bidder the Contract Form (Appendix A of Section 6.1 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 the receipt of notification of award of the contract from the purchaser, the successful Bidder/vendor shall furnish the PBG as per format prescribed in Appendix B of clause 6.2
- 2 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.
- 3 Performance Bank Guarantee will be for a total amount equivalent to 6% of total contract value. Multiple PBGs shall be submitted which are as below

- a) 2% of total contract cost and having validity till  $T_0+1$  years and 3 months. However, PBG should remain valid for 60 days beyond first year obligations.
  - b) 2% of total contract cost and having validity till  $T_0+2$  years and 3 months. However, PBG should remain valid for 60 days beyond second year obligations.
  - c) 2% of total contract cost and having validity till  $T_0+3$  years and 3 months. However, PBG should remain valid for 60 days beyond third year obligations.  
( $T_0$  is date of issue of LoI/NOA by UIDAI)
- 4 PBG shall be invoked by UIDAI in the event the successful bidder/vendor:
    - i. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of UIDAI,
    - ii. 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 as mentioned in clause 5.5, 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.

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

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

### **2.34 Rejection Criteria**

#### **1 Technical Rejection Criteria**

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

- i. Only the Bidders who quote for the complete Scope of Work and Supply of Goods and Services as indicated in this Bid Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. Incomplete bids will be rejected outright. Evaluation will be carried out for the total scope of work covered in the Bid document.
- ii. The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical specifications, Timelines and General Terms and Conditions of Contract. Evaluation will be carried out on the information available in the bid.
- iii. If the information provided by the Bidder is found to be incorrect /

misleading at any stage / time during the Bidding Process the bid will be rejected and EMD will be forfeited/Bid Securing Declaration will be executed.

- iv. EMD will be forfeited/Bid Securing Declaration will be executed in case of any breach of Confidentiality clause.

## 2 Commercial Rejection Criteria

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

- i. Any commercial quote, if found in any part of the bid other than commercial bid, will lead to disqualification of bidder and his bid shall be rejected outright.
- ii. Offers of following kinds will be rejected:
  - a) Offers made without EMD/Bid Securing Declaration.
  - b) Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid.
  - c) Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
  - d) Offers which do not conform to UIDAI's price bid format
  - e) Offers which do not confirm to the completion period indicated in the bid.
- iii. Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them. However, tax rate to be mentioned separately.

## 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/Purchaser"** means the Unique Identification Authority of India acting through CEO or any other representative authorized by the Unique Identification Authority of India.
3. **"Purchase Officer"** means the officer signing the acceptance of Bid and includes any officer who has authority to execute therelevant contract on behalf of the Purchaser.
4. 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.
5. The **"Vendor"** means the person or the firm or the company with whom the order of or the Procurement of the Goods/Services is placed 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.
6. **"The Contract Value"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
7. **"The Goods"** mean RHEL Licenses/support, any other supporting software, accessories and/or other material which the Vendor is required to supply to the Purchaser under the Contract;
8. **"Service"** means those services ancillary to the supply of the Products/Goods, such as, customization, provision of technical assistance, training, maintenance and other such obligations of the vendor covered under the Contract;
9. **"Acceptance of Bid"** means the letter/telex/telegram/fax or any memorandum communicating to the successful bidder/Vendor the acceptance

of his Bid..

10. MSP means Managed Service Provider ( M/S HCL Infosystems Ltd)

### **3.2 Application**

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

### **3.3 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 or information enumerated in clause 2.4 except for purposes of performing the Contract.
3. Any document, other than the Contract itself, 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.

### **3.4 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/services or any part thereof.

### 3.5 Acceptance

1. The Vendor shall be responsible for providing support of RHEL licenses.
2. Report signed by UIDAI for availability of support will constitute the acceptance.

### 3.6 Delivery and Documents

Delivery of the Goods and services shall be made by the Vendor in accordance with the terms specified by the Purchaser in this RFP.

### 3.7 Period of Contract

1. This contract for “Renewal of Subscription / Support for Red Hat Enterprise Linux (RHEL)” shall start from date of acceptance of Notification of award by bidder (as per clause 2.30 of section II of RFP) and shall last till completion of last end date of any license support. **The purchaser may extend the contract on yearly basis but upto 2 years on same terms and conditions of this contract at the sole discretion of the Purchaser.**
2. Notwithstanding the provision of Clauses mentioned above, the period of Contract shall be valid subject to the satisfaction of the Purchaser.
3. The Purchaser shall promptly notify the Vendor in writing of any issues in the licensing terms or upgrades and updates or miscellaneous issues. Upon receipt of such notice, the Vendor shall, with all reasonable speed, resolve the issue, without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.
4. If the Vendor, having been notified, fails to remedy the defect(s)/issue(s) within a period defined, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.
5. In case vendor cease to discharge its dues or intermittent the termination of contract, the OEM needs to ensure the continuation of services for the remaining duration. However, remaining payments will be released to OEM for the services

as per schedule and values mentioned in the contract. The OEM shall provide the undertaking in this regard in Appendix D.

### **3.8 Payment schedule**

1. Efforts shall be made to release payment within 30 days of receipt of invoice with complete documentation. Though at times it may not be possible to ensure payment within 30 days due to unavoidable circumstances.
2. 90% of Payment will be released after receipt of 3 year support confirmation from RHEL and start of support period. Remaining 10% payment will be released in two equal installments after completion of 1<sup>st</sup> and 2<sup>nd</sup> year of start of support period for license. This 10% can also be released with 90% on submission of BG of equal (10%) amount. BG shall be valid for contract period and 60 days.

### **3.9 Currency of Payment**

Payment shall be made in Indian Rupees only.

### **3.10 Change Orders**

1. UIDAI reserves the right to increase the quantity, of upto 50% of the Quantity. UIDAI may also decrease the quantity at its sole discretion. In case of any increase/ decrease in quantities, unit rate indicated in the contract will be applicable.

### **3.11 Contract Amendments**

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

### **3.12 Assignment**

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

### **3.13 Sub-contracts**

No sub-contracting of the work either in full or part is allowed.

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

1. Delivery of the Goods and performance of Service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in Clause 5.5.
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 should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its 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. If the vendor request to delay the delivery of goods and performance of services is not found acceptable to the purchaser, Clause 3.16 would be invoked.

### **3.15 Liquidated Damages**

1. If the successful bidder/vendor fails to deliver any or all of the Goods or to perform the Services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Value, as liquidated damages, an amount as mentioned in clause 5.4. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.16.
2. During the contract period, if the successful bidder/Vendor fails to provide resolve issue or rectify the fault within the duration specified in clause 5.4 and the target timelines specified in clause 5.5 from the date and time of reporting, Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Value, as liquidated damages, a sum mentioned in

clause 5.4. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.16.

3. The overall liquidated damages will be maximum of 10% of the Contract value.
4. If the liquidated damages amount is more than the bill due to the vendor, amount will be deducted from the subsequent bills. However, if the liquidated damages amount is not recoverable from the pending dues to the vendor, in that case, same shall be recovered from encashing PBG, if required.
5. In case BG is submitted for release of 10% payment(pl refer clause 3.8(2) of section III) ,in that case LD amount shall be deducted from getting the BG amount released ,but only on completion of contract period.

### **3.16 Termination for Default**

1. Purchaser shall provide notice of thirty(30) days to meet the services
2. Where an event of default subsists or remain uncured after 30 days of notice to vendor to resolve, 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:
  - (i) If the Vendor fails to deliver any or all of the Goods/Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 3.14;OR
  - (ii) If the Vendor fails to perform any other obligation(s) under the contract.
3. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar Goods including the efforts of the Purchaser for such arrangement. However, the Vendor shall continue performance of the Contract to the extent not terminated.

### **3.17 Force Majeure**

1. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which

has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

2. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
3. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
4. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
5. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods and services received.

### **3.18 Termination for Insolvency**

The Purchaser may at any time terminate the Contract 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.

### **3.19 Termination for Convenience**

1. 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 sixty 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.

2. The goods and services, for which vendor has placed the orders to OEM in pursuance of a Purchase order/Work order issued by purchaser before receipt of notice of termination, shall be purchased by the purchaser at the contract terms and prices and schedules mentioned.

### **3.20 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 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. Continuation 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.

### **3.21 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.

### **3.22 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.
2. A notice shall be effective when delivered or on the notice's effective date and time, whichever is later.

### **3.24 Deductions**

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

### **3.25 Taxes and Duties**

1. The Vendor shall be entirely responsible for all taxes, license fees etc., incurred until delivery of the contracted Goods/Services to the Purchaser. If there is any reduction/increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/vendor.

### **3.26 Continuing Support**

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

### **3.27 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.

### **3.28 Delivery and Risk Purchase**

1. The time and the date of delivery of the goods and services as specified in Section V of this RFP shall be deemed to be the essence of the contract and delivery must be completed as per delivery schedule as per schedule specified at clause 5.5.
2. The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the goods and services as specified in Section V of this RFP at the risk and cost of Contractor after giving due notice to the vendor even before completion of the contractual delivery schedule if it becomes apparent that vendor will not be able to fulfill the contractual obligations. In case the vendor fails to complete the supply of goods and services or a portion thereof within the contractual delivery schedule, the Purchaser has the right to purchase the goods and services or a portion thereof at the risk and cost of vendor.
3. In the event of cancellation of the contract by Purchaser at the risk and cost of the vendor, the vendor shall be liable for any loss which the Purchaser may sustain on account of risk purchase but the vendor shall not be entitled to any gain on such purchase made against such default. The manner and method of such purchase shall be at the entire discretion of the Purchaser, whose decision will be final.

### **3.29 Fall Clause**

The following fall clause will form part of the contract placed on successful Bidder:–

- a) The prices charged for services provided under this contract by the Bidder shall in no event exceed the lowest price at which the Bidder sells Services or offers to sell Services of identical description/similar buying circumstances to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract.
- b) If any time during the contract period the Bidder reduces the sale price, sells or offers to sell such Services to any person/organization including the purchaser or any department of State Govtor Central Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

### **3.30 Indemnification and Limitation of Liability**

#### **3.30.1 General Indemnity**

Subject to Clause 3.30.2 below, the successful bidder/vendor (the "Indemnifying Party") undertakes to indemnify the Purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Agreement.

### **3.30.2 IPR Indemnity**

If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Goods/Deliverables/Services provided by the Indemnifying Party infringes a copyright, trade secret, patent or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) The Indemnified Party's misuse or modification of the Deliverables; (b) The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) The Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any of the Deliverables is or likely to be held as infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for the Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing.

### **3.30.3 Conditions for Indemnity**

Without prejudice to the rights of the Purchaser in respect of indemnification for any claim:

- i. The Purchaser shall notify the vendor upon receipt of any notice of claim setting out in reasonable particulars, the details of such notice of claim;
- ii. Immediately upon receipt of notification of any claim from the Purchaser, the vendor within a period of 5 days from date of receipt of such notice from the Purchaser, notify the Purchaser whether the vendor wish to assume the defence in relation to such claim (including settlement or resolution thereof). Thereafter, the vendor shall be entitled in consultation with the Purchaser, and only to the

extent such action does not in any manner compromise, prejudice or adversely affect the interests of the Purchaser, to take such action as mutually agreed upon by vendor and the Purchaser to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification;

- iii. Notwithstanding anything contained herein, the vendor and the Purchaser agree and covenant that a notice by the Purchaser to the vendor in relation to the claim as aforesaid shall amount to express acceptance and consent by the bidder to indemnify the Purchaser for all losses in relation to such claim. Upon notice by the bidder, the Purchaser shall reasonably co-operate with the vendor at the sole costs of the vendor, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the Purchaser. The Purchaser shall have the right, at its option, to participate in the defence of such claim;
- iv. If the vendor fails to take any action as per the above clause within the time period as specified therein, the Purchaser shall have the right, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including without limitation, making claims or counterclaims against third parties). If the vendor does not assume control of the defence of such claims (as mentioned above), the entire defence, negotiation or settlement of such claim by the Purchaser shall be deemed to have been consented to by, and shall be binding upon, vendor as fully as though the vendor alone had assumed the defence thereof and a judgement had been entered into by the vendor, for such claim in respect of the settlement or judgement.

#### **3.30.4 Risk Purchase**

If the vendor fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the Purchaser due to breach

of any obligations of the vendor under this Agreement, the Purchaser reserves the right to procure the same or equivalent Goods / Services / Deliverables from alternative sources at the vendor's risk and responsibility. Any incremental cost borne by the Purchaser in procuring such Goods /Services/ Deliverables shall be borne by the vendor. Any such incremental cost incurred in the procurement of the such Goods /Services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable Payments /Security Deposit / Bank Guarantee provided by the vendor under this Agreement and if the value of the Goods /Services/Deliverables under risk purchase exceeds the amount of Security Deposit and / or Bank Guarantee, the same may be recovered, if necessary, by due legal process.

### **3.30.5 Limitation of Liability**

1. Except in case of gross negligence or willful misconduct on the part of the Empanelled Agency or on the part of any person acting on behalf of the Empanelled Agency in carrying out the services, the Empanelled Agency, shall not be liable to Purchaser for any indirect or consequential loss or damage and for any direct loss or damage that exceeds the Contract Value.
2. 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 ,other than those set-forth in sub Clause 1, even if it has been advised of their possible existence.

### **3.30.6 Allocation of liability**

The allocations of liability represent the agreed and bargained-for understanding of the parties and compensation for the Services/ Deliverables reflects such allocations.

### **3.31 Other obligations of Vendor**

Vendor shall ensure that the software being offered as part of the contract does not contain any kind of malicious code that would activate procedures to:

- Inhibit the desired and the designed function
- Cause physical damage to the user or his equipment during the operational exploitation of the equipment
- Tap information regarding the system, network, network users and information stored on the network that is classified and/or relating to National Security, thereby contravening Official Secrets Act 1923.
- Cause any loss or corruption of data

Vendor shall be responsible for ensuring that the infrastructure provides multiple levels, layers of security against any kind of snooping, break-in and that there are no Trojans, Viruses, Worms, Spywares or any malicious software, components or shipped software developed or deployed.

### **3.32 Termination for Misrepresentations of facts**

1. In case if any misrepresentation of fact/information, corrupt or fraudulent practices by successful bidder comes to the notice/information of UIDAI/purchaser after signing of the contract, in that case UIDAI/purchaser shall provide notice of thirty (30) days to successful bidder for providing the clarification.
2. Where issue is not resolved within 30 days of notice to successful bidder/ or if the satisfactory clarification is not rendered by successful bidder in 30 days in that case Purchaser may, without prejudice to any other remedy for breach of contract, by written notice to the successful bidder, terminate the Contract in whole or in part:
  - a) If the successful bidder, in the judgment of UIDAI/purchaser, has engaged in misrepresentation of facts/information, corrupt or fraudulent practices in competing for the bid or in executing this Contract;

OR

- b) If the successful bidder submits to UIDAI/purchaser a false statement/facts.
3. UIDAI/Purchaser may also forfeit the PBG and/or other necessary legal action.

## 4 Section IV – Contents of Bids

### 4.1 Technical Bid

#### 4.1.1 Technical Bid Letter

To

**The Deputy Director General (Technology)  
Unique Identification Authority of India (UIDAI)  
Tower I, 9<sup>th</sup> Floor,  
Jeevan Bharati Building,  
Connaught Circus,  
New Delhi – 110001.**

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

**Sir,**

We declare:

- (i) That we are manufacturers/ system integrators of -----  
-----
- (ii) That we/our principals are equipped with adequate machinery for production quality control and testing of offered products manufactured/developed and used by us and that our development establishment is open for inspection by the representatives of the Unique Identification Authority of India.

**2.** We hereby offer to supply the Goods/Services at the cost mentioned in commercial bid

**3. PERIOD OF DELIVERY**

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the Schedule to the Bid Document as given in **clause 5.5** and that we shall perform all the incidental services.

**4. TERMS OF DELIVERY**

The prices quoted are inclusive of all charges including installation.

**5.** We enclose herewith the complete **Technical Bid** as required by you. This includes duly filled and signed **Section IV**.

**6.** We agree to abide by our offer for a period of **180 days** from the date of opening of the technical bids.

**7.** We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to supply Goods/services as per these terms and conditions of the bid document.

**8.** Certified that the bidder is :

a) The Constituted attorney of the company and the person signing the bids 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.)

**9.** Bid Security (**Earnest Money**), in original, for an amount equal to **Rs.**  
\_\_\_\_\_ (**Rupees**) \_\_\_\_\_



## 4.2 Commercial Bid

### 4.2.1 Commercial Bid Letter

To

**The Deputy Director General (Technology)  
Unique Identification Authority of India (UIDAI)  
Tower I, 9<sup>th</sup> Floor,  
Jeevan Bharati Building,  
Connaught Circus,  
New Delhi – 110001.**

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

Sir,

We declare:

- (i) That we are manufacturers / System Integrators of -----  
-----
  - (ii) That we/our principals are equipped with adequate machinery for production quality control and testing of offered products manufactured/developed and used by us and that our development establishment is open for inspection by the representatives of the Unique Identification Authority of India.
2. We hereby offer to supply the Goods/Services at the prices and rates determined through commercial bid.
  3. **PERIOD OF DELIVERY**

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the Schedule to the Bid Document as given in **clause 5.5** and that we shall perform all the incidental services.

**4. TERMS OF DELIVERY**

The prices quoted are inclusive of all charges including installation as mentioned in RFP in the UIDAI.

5. We enclose herewith the complete **Commercial Bid** as required by you. This includes duly filled and signed **Section IV**.
6. We agree to abide by our offer for a period of **180 days** from the date of opening of the technical bids.
7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to supply Software as per these terms and conditions.
8. Certified that the bidder is :
  - a) The Constituted attorney of the company and the person signing the bids 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.)



#### 4.2.2 Summary of the Costs of Goods / Services Offered

##### Annexure 4.2.2

**Bidder Name:**

S.No	License/Support Description	Quantity	Rate per Unit Rs. (without Taxes)	TAX in % on Unit Rate	Total Cost without Taxes Rs Col(C) *Col(D)	Total Cost with Taxes Rs Col (F) +[Col(F)* Col(E)]
A	B	C	D	E	F	G
1	Scalable File System	60				
2	Red Hat Satellite	2				
3	Red Hat Enterprise Linux Server with Smart Management, Standard (Physical or Virtual Nodes)	362				
4	Red Hat Enterprise Linux Server with Smart Management, Premium (Physical or Virtual Nodes)	922				

	<b>Total</b>					

**\* Support Start Date/Activation and Support End Date of licenses are as per Clause 5.2 of Section V – Scope of Work**

**IMPORTANT NOTE: The bidder should note that all licenses mentioned above should be quoted failing which the bid is liable to be rejected.**

**Signature & Seal of Bidder**

**Date :**

**Place :**

## 5 Section V – Scope of Work

### 5.1 Scope of Work

1. The Unique Identification Authority of India (UIDAI) is inviting bids for “**Renewal Of Subscription / Support For Red Hat Enterprise Linux (RHEL)**”.
2. The scope of work for this bid comprises of providing support during the contract period.

### 5.2 Bill of Material

The successful bidder/Vendor shall have to provide following premium support along with update and support for 3 years.

S.No	Product Description	Quantity	Support Start Date/Activation of license	Support End Date
1	Scalable File System	60	--	3 years from activation Date
2	Red Hat Satellite	2	25-Jan-18	24-Jan-21or or 3 Years from activation Date, whichever is later
3	Red Hat Enterprise Linux Server with Smart Management, Standard (Physical or Virtual Nodes)	362	25-Jan-18	24-Jan-21 or 3 Years from activation Date, whichever is

				later
4	Red Hat Enterprise Linux Server with Smart Management, Premium (Physical or Virtual Nodes)	212	25-Jan-18	24-Jan-21 or 3 Years from activation Date, whichever is later
5		448	03-Mar-18	02-Mar-21 or 3 Years from activation Date, whichever is later
6		262	04-Aug-18	03-Aug-21 or 3 Years from activation Date, whichever is later

The proposed Licenses shall be of version 5.x, whichever is latest at the time of procurement.

### 5.3 Schedule of requirements

1. The Bidder shall be responsible to support the RHEL licenses mentioned. **No alternate Software should be proposed by the bidder.**
2. The Bidder should ensure that all the supporting software, accessories, sub-components required for the functionality and completeness for the Schedule of Requirements including but not limited to software licenses, tools, etc. should also be provisioned according to the requirements for successful installation.
3. The Bidder will have to make all provisions to meet the schedule of requirements at no additional cost and time implications to UIDAI. UIDAI will not be

responsible if the Bidder has not provisioned some components, sub-components, as part of the bill of material in the Bid.

4. All the software licenses that the Bidder provide should be perpetual software licenses along with maintenance, upgrades and updates during the currency of the contract. The software licenses should not be restricted based on location and UIDAI should have the flexibility to use the software licenses for other requirements if required. The Bidder should provide the licensing policy for every software component along with the Technical Bid.

## **5.4 Services**

### **5.4.1 Requirements and Objectives**

1. The Bidder shall provide support services for RHEL Licenses.
2. The services, including but not limited to the following, should be provided
  - i. Planning and scheduling for support as per agreed plan.
  - ii. Maintenance and Support
3. The Vendor shall be responsible for the generation and submission of necessary documentation required. Prior approval of UIDAI is required on all such documentation before commencement of activity.
4. UIDAI shall provide necessary space and required infrastructure. However, UIDAI shall not provide for any Desktops, Printers, Stationary, etc. required by the resources for providing services under this contract.
5. All the personnel employed by the successful bidder/Vendor for this contract shall adhere to the security policy of UIDAI and should follow the policy of UIDAI in terms of software, configuration and services.

### **5.4.2 Service Levels**

1. If the successful bidder/vendor fails to meet the Service Levels within the Target time limit(s) as specified, the Purchaser shall without prejudice to its other remedies under the Contract, deduct the amount from the Contract value, as liquidated damages.

2. SLA that is applicable during the contract period is as under:

<b>Service Level Support</b>	<b>Category A</b>	<b>Category B</b>
<b>Hours of coverage</b>	Business hours	Hours/Business hours
Severity 1	1 business hour	1 hour (Hours are 24x7)
Severity 2	4 business hours	2 hours (Hours are 24x7)
Severity 3	1 business day	4 business hours
Severity 4	2 business day	8 business hours

a) Business Hours are 9 am to 6 pm on Monday to Friday. It doesn't include national holiday.

b) Business day is from Monday to Friday. It doesn't include national holidays

**Category A includes**

<b>S.No</b>	<b>Description</b>
1	Scalable File System
2	Red Hat Satellite
3	Red Hat Enterprise Linux Server with Smart Management, Standard (Physical or Virtual Nodes)

**Category B includes**

<b>S.No</b>	<b>Description</b>
1	Red Hat Enterprise Linux Server with Smart Management, Premium (Physical or Virtual Nodes)

**Severity level for noncompliance**

The severity level of an issue determines the response priority. Severity levels are defined as follows:

- a. **Severity 1 (Urgent)** A severity 1 issue is a catastrophic production problem that may severely impact the production systems, or in which production systems are down or not functioning; loss of production data and no procedural work-around exists.
- b. **Severity 2 (High)** A severity 2 issue is a problem where the system is functioning but in a severely reduced capacity. The situation is causing significant impact to portions of the business operations and productivity. The system is exposed to potential loss or interruption of service.
- c. **Severity 3 (Normal)** A severity 3 issue is a medium-to-low impact problem that involves partial non-critical functionality loss. One that impairs some operations but allows to continue to function. This may be a minor issue with limited loss or no loss of functionality or impact to operation and issues in which there is an easy circumvention or avoidance by the end user. This includes documentation errors.
- d. **Severity 4 (Low)** A severity 4 issue is for a general usage question or recommendation for a future product

The liquidated damages are as mentioned below

<b>S. No.</b>	<b>Severity Level</b>	<b>Liquidated Damages</b>
1	Category A - Severity 1	0.01 % of Contact Value for every 1 business hour or part thereof, beyond the allowed resolution time.
2	Category A - Severity 2	0.01 % of Contact Value for every 4 business hours or part thereof, beyond the allowed resolution time.

3	Category A - Severity 3	0.01 % of Contact Value for every 1 business day or part thereof, beyond the allowed resolution time.
4	Category A - Severity 4	0.01 % of Contact Value for every 2 business days or part thereof, beyond the allowed resolution time.
5	Category B - Severity 1	0.01 % of Contact Value for every 1 hour or part thereof, beyond the allowed resolution time.
6	Category B - Severity 2	0.01 % of Contact Value for every 2 hours or part thereof, beyond the allowed resolution time.
7	Category B - Severity 3	0.01 % of Contact Value for every 4 business hours or part thereof, beyond the allowed resolution time.
8	Category B - Severity 4	0.01 % of Contact Value for every 8 business hours or part thereof, beyond the allowed resolution time.

## 5.5 Delivery Schedule

Sl No	Activity	Deliverable	Timeline for completion* (Time in Months)
<b>Phase I – Provisioning</b>			
1.	Start of Services as per timelines for each license	Letter from OEM	As per time lines given in clause 5.2
<b>Phase II –Support</b>			
2.	Support for Issue Resolution, upgrades, updates etc.		3 years from date of start of each license type/Activation of license

## 6 SECTION VI – Appendix

### 6.1 Appendix A– Contract

#### CONTRACT

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

**WHEREAS Purchaser** is desirous of entering into a contract for Support of RHELLlicenses with the Vendor, and has accepted to pay to the Vendor the contract amount for provisioning of those goods & related Services at a total value not exceeding .... (**Rupees .....**) (Hereinafter referred to as "the Contract Value").

**AND WHEREAS** the Vendor has agreed to provide Goods and Services as listed in Bid Document No \_\_\_\_\_, as per the rate(s) given in the table below mentioned hereinafter.

#### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

A. Bid Document No \_\_\_\_\_ regarding “Renewal Of Subscription / Support For Red Hat Enterprise Linux (RHEL)”, 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.

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

S.No	License/Support Description	Quantity	Support/Activation Start Date/	Support End Date	Rate per Unit Rs. (without Taxes)	TAX in % on Unit Rate	Total Cost without Taxes Rs	Total Cost with Taxes Rs
							Col(C)	Col (H) +[Col(H)

							) *Col(F)	)* Col(G)]
A	B	C	D	E	F	G	H	I
1	Scalable File System	60	--	3 Years from activation Start Date				
2	Red Hat Satellite	2	25-Jan-18	24-Jan-21 or 3 Years from activation Date, whichever is later				
3	Red Hat Enterprise Linux Server with Smart Management, Standard (Physical or Virtual Nodes)	362	25-Jan-18	24-Jan-21 or 3 Years from activation Date, whichever is later				
4	Red Hat Enterprise Linux Server with Smart Management, Premium (Physical or Virtual Nodes)	212	25-Jan-18	24-Jan-21 or 3 Years from activation Date, whichever is later				
5	Red Hat Enterprise Linux Server with Smart Management, Premium (Physical or Virtual Nodes)	448	03-Mar-18	02-Mar-21 or 3 Years from activation Date, whichever is later				

6	Red Hat Enterprise Linux Server with Smart Management, Premium (Physical or Virtual Nodes)	262	04-Aug-18	03-Aug-21 or 3 Years from activation Date, whichever is later				
<b>Total</b>								

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

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

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

**Signed, sealed and delivered for and on behalf of the CEO, Unique Identification Authority of India**

Signature -----  
Name -----  
Designation \_\_\_\_\_  
Address -----  
Date -----  
Place : New Delhi

Signature -----  
Name -----  
Designation \_\_\_\_\_  
Address -----  
Date -----  
Place New Delhi

**In the presence of:**

**In the presence of:**

Signature -----

Signature -----

Name -----

Designation \_\_\_\_\_

Date -----

Place : New Delhi

Name -----

Designation \_\_\_\_\_

Date -----

Place New Delhi



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

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 notwithstanding 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..... **(Bank's common seal)**

### 6.3 Appendix C – Bid Security /Earnest Money Deposit Form

**(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.

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 authorised 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.....

## 6.4 Appendix D – Undertaking from OEM

### Statement of Undertaking From OEM

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.**

Sir,

**Sub : Statement of Undertaking from OEM**

**Ref : Tender/Bid No. \_\_\_\_\_ covering “Renewal Of  
Subscription / Support For Red Hat Enterprise Linux  
(RHEL)”**

We, the undersigned OEM, having read and examined in details all the bidding documents in respect of the above mentioned tender/bid No. \_\_\_\_\_, in respect to Goods/Services offered/supplied by us and as a gesture towards our commitment for continued support for our product(s) / solution do hereby declare as under;

1. I/We confirm that we would support the installation and maintenance of Licenses offered/supplied to the Unique Identification Authority of India (herein referred to as “UIDAI”) under the bid.

2. We hereby agree to supply and/or install all new releases, versions, any type of update, upgrade patch and/or bug fixes for the software from time to time at no additional cost to UIDAI.

We hereby confirm that this undertaking is made in good faith and the aforesaid declarations are binding on us for the entire term of contract under the aforementioned Bid.

Thanking you,

Yours faithfully,

\_\_\_\_\_

(Signature)

For and on behalf of : \_\_\_\_\_ (name of OEM)

**Authorized Signatory**

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

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

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

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

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

## 6.5 Appendix E - Non-Disclosure Agreement

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

WHEREAS, we the undersigned Bidder, \_\_\_\_\_, having our principal place of business/ registered office at \_\_\_\_\_, are desirous of bidding for Bid No..... covering “**Renewal Of Subscription / Support For Red Hat Enterprise Linux (RHEL)**” (hereinafter called the said 'RFP') to the CEO, Unique Identification Authority of India, having its office at 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001, hereinafter referred to as 'Purchaser' and, WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser 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 Purchaser,

NOW THEREFORE,

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

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Declaration (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money

laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies 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 Purchaser. We also hereby agree that this NDA will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder.

2. 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 Purchaser.

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

3. 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 a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- 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 Purchaser 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,

to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and

- d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

4. 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 Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser 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 shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall ensure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. 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.

6. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder

shall promptly deliver to the Purchaser 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 Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

7. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser 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 Purchaser. 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.

**For and on behalf of:**

(BIDDER)

Authorised Signatory Office Seal:

Name: Place:

Designation:

Date :

## 6.6 Appendix F - Bid Securing Declaration Form

### 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 vendor) understand that, according to bid clause No. 2.3, bids may be supported with a BidSecuring Declaration, therefore rather than submitting the **Bid Security /Earnest Money Deposit Form as attached at clause 6.3(appendix ‘C’) of the RFP**, we render the declaration that:-

We 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 we are in breach of any of the following obligation(s) under the bid conditions:-

- (a) have withdrawn or modified our Bid during the period of bid validity specified in the RFP; or
- (b) having been notified of the acceptance of Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or

refuse to furnish the Performance Security, in accordance with the terms of the RFP

We understand that this declaration shall expire if we 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: \_\_\_\_\_