

Government of India
Planning Commission
Unique Identification Authority of IndiaUIDAI

2nd Floor, Tower-1, Jeevan Bharti Building,
Connaught Circus, New Delhi-110 001

Tender Enquiry

To

M/s _____

Our Ref.	T-11011/08/AMC/2013-Admin	Date :	26 th August, 2012
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**CONTRACT FOR PROVIDING AMC OF IT EQUIPMENTS INSTALLED IN THE
OFFICE OF UIDAI HQ, PLANNING COMMISSION, NEW DELHI**

1. Unique Identification Authority of India UIDAI intends to have AMC for the IT equipments installed in its offices located at 2nd & 9th Floor, Tower-1 and 3rd Floor, Tower-2, Jeevan Bharti Building, Connaught Circus, New Delhi-110 001 initially for a period of one year, extendable to further two years on year to year basis, subject to satisfactory performance of the Agency (successful bidder). Bids in sealed cover under two bid system (technical and commercial bid) are invited for providing Services listed in Chapter – II of this Tender Enquiry, super scribing the above mentioned Title, Tender Enquiry number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender Enquiry are given below –

a. Bids/queries to be addressed to : **Dy. Director (Admin), UIDAI HQ, New Delhi.**

b. Postal address for sending the Bids :Tower-1, 2nd Floor, Jeevan Bharti Building, Connaught Circus, New Delhi – 110 001

c. Name/designation of the contact personnel : **Sh. Manoj Kumar, DD (Admin)**

d. Telephone numbers of the contact personnel : **011-23466842**

e. e-mail ids of contact personnel : kmrmanoj.delhi@hotmail.com

3. This Tender Enquiry is divided into five Chapter as follows:

a. **Chapter- I** – Contains General Information and Instructions to the Bidders about the Tender Enquiry such as the time, place of submission and opening of tenders, Validity period of tenders, etc (page 3-4) .

b. **Chapter- II** – Conditions of Contract which will form part of the contract with successful bidder (page 5-8).

c. **Chapter- III** – Schedule of Requirement i.e. essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details (page 9-16).

d. **Chapter- IV** – Specifications and allied Technical Details (Page 17).

e. **Chapter- V** – Price Schedule (to be utilised by the bidders for quoting their prices) Contains Evaluation Criteria and Format for Price Bids (Page 18-24).

5. This Tender Enquiry is being issued with no financial commitment and the UIDAI reserves the right to change or vary any part thereof at any stage. UIDAI also reserves the right to withdraw the TENDER ENQUIRY, should it become necessary at any stage.

6. Each page of this tender enquiry is to be signed by the tenderer and following certificate given in the offer letter:

‘I/WE HEREBY DECLARE THAT ALL THE TERMS AND CONDITIONS GIVEN IN TENDER NO. T-11011/08/AMC/2013-Admin DATED 26th August, 2013 ARE ACCEPTED BY ME/US ON BEHALF OF MY/OUR FIRM ’

7. The cost of tender is Rs. 500/- (Rupees Five Hundred Only) (non refundable). The payment will be accepted by Demand Draft/Pay Order in favour of PAO, UIDAI, payable at New Delhi only (cash will not be accepted).

Sd/-
(Manoj Kumar)
Dy. Director (Admin)

Chapter-1 – Instructions to Bidders

1. Last date and time for depositing the Bids: 17th September, 2013 BY 1430 Hrs.

The sealed quotations under two-bid system i.e. Technical-Bid and Financial-Bid in sealed and separate covers should be deposited/reach by the due date and time. Both the sealed bids should be enclosed in a third envelop super-scribing as “Tender for “Providing Mailing and Collaboration Solution” in UIDAI HQ” The responsibility to ensure timely submission of bid lies with the Bidder.

2. Manner of depositing the Bids: Sealed quotations should be either dropped in the Tender Box placed near Reception Area of Tower-1, 2nd Floor, Jeevan Bharti Building Connaught Circus, New Delhi-110 001 or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. Time and date for opening of Bids : 17th September, 2013 by 1500 Hrs .

(If due to any exigency, the due date for opening of the Technical-Bid is declared a closed holiday, then it will be opened on the next working day at the same time or on any other day/time, as intimated by the UIDAI.

4. Location of the Tender Box: Near Reception Area, Tower-1, 2nd Floor, Jeevan Bharti Building, Connaught Place, New Delhi-110 001.

Only those quotations that are found in the tender box will be opened.

5. Place of opening of the Bids: Conference Hall, Tower-2, 3rd Floor, Jeevan Bharti Building, Connaught Place, New Delhi-110 001.

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of bid on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. **This event will not be postponed due to non-presence of representatives of the bidders.**

6. Two-Bid system: In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Financial Bid will be intimated after acceptance of the Technical Bids. Financial Bids of only those bidders will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the UIDAI.

7. Forwarding of Bids – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

8. Clarification regarding contents of the TENDER ENQUIRY/PRE BID MEETING: A pre bid meeting to discuss the issues/ clarifications of the RFP will be held at 1500 hrs on 02nd September, 2013 in O/o of UIDAI HQ at Conference Hall, 3rd Floor, Tower-II, Jeevan Bharti Building, Connaught Circus, New Delhi.

Copies of the query and clarification by the purchaser will be sent to all prospective bidders.

9. Modification and Withdrawal of Bids: A bidder may modify or withdraw its bid after submission provided that the written notice of modification or withdrawal is received by the UIDAI prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn between the deadline for submission of bids and expiry of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the UIDAI may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this TENDER ENQUIRY.

13. Validity of Bids: The Bids should remain valid for a period of **120 days** from the last date of submission of the Bids.

14. Earnest Money Deposit:- Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs 20,000/- (Rs. Twenty Thousand Only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Banker's Cheque from any of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid for a period of **Thirty Days** beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from it as called for in the contract. **EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC).** The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. The EMD shall also stand forfeited in case of successful bidder does not accept LOI or fail to undertake FMS on award by UIDAI.

Chapter II – Essential Details of Items/Services required

1. Schedule of Requirements – List of items / services required is mentioned in Appendix ‘A’ to this tender enquiry.

This document outlines the functional requirements for Annual Maintenance Contract for Computers, Servers, Peripherals, Scanners, UPS, CVTs etc. (will be referred as ‘IT equipments’ henceforth) installed in UIDAI HQ. The document broadly covers the background, scope, technical specifications of the equipments from the user perspective

2. Scope of Work

(a) The firm is required to provide a comprehensive onsite Maintenance support for the IT equipments of UIDAI HQ.

(b) Contractor shall maintain detailed configuration of all equipments in order to enable easy problem isolation & trouble shooting to speedily resolve the faults. The contractor should also identify the machines by pasting proper stickers on the equipments being maintained by him for ease of identification mentioning the name/number of the items, IP address, location etc.

(c) The scope of work contains the following for all items / services under AMC :

- (i) Preventive maintenance
- (ii) Breakdown maintenance
- (iii) Storage of Reserve Spare Parts
- (iv) Availability of all standard software / drivers
- (v) Replacement / installation of consumable items / spare parts/ antivirus and other software’s provided by UIDAI HQ.
- (vi) Maintaining and timely disposal of calls received from users.
- (vii) Help Desks for lodging complaints.

(d) **Preventive Maintenance (PM)**. The preventive maintenance will be handled by a separate team of the contractor in co-ordination with UIDAI HQ representatives. A schedule shall be designed to provide quarterly PM so as to cover all IT equipments under Maintenance Contract. A separate call/feed back report is to be filled up for the preventative maintenance. In unavoidable circumstances, the difference between two PMs shall not be in any case, more than 4 months on any machine to obtain a satisfactory working certificate. The Contractor shall perform quarterly preventive maintenance as under :-

- (i) Measurement of the electrical voltages level in different equipment and their sub-assemblies and adjusting the same, if necessary.
- (ii) Checking of over-heated components and replacement thereof, if necessary.

(iii) Checking the flow of air circulation and taking corrective action, if required.

(iv) Checking the contacts of all power and signal connectors and correcting the same if required.

(v) Running the diagnostic software on CPU, hard disk drives, floppy drives, resolving minor technical problems.

(vi) General cleaning of equipments (internal & external both) with blower / vacuum cleaner and wiping the surface of the system with a good quality cleaning liquid, cloth and brush etc. Blower/ vacuum cleaner, cleaning liquid, cloth, brush etc. is to be arranged by the contractual firm.

(e) **Breakdown Maintenance**

(i) The breakdown maintenance services include basic maintenance services to be provided by the contractor to rectify the fault or breakdown including carrying out necessary repairs, supply and replacement of faulty & defective parts to the satisfaction of the user.

(ii) The details like the date & time of occurrence of fault, date & time when fault was acknowledged by the Service Engineer and the date & time when the fault was rectified to the satisfaction of the user, shall be updated by the Service Engineer / Call Coordinator on the Call Report basis signed by the user of equipment & shall form the basis of calculation of downtime or uptime of the equipment.

(iii) The Contractor shall intimate the status of complaints pending / rectified on a fortnightly basis. The contractor shall also submit a consolidated report furnishing the details of calls attended, remedial action taken and their status on a monthly basis.

(iv) In case it is not possible to repair any equipment for its unit at the site, it can be sent to Contractors Workshop after due authorisation. It will be sole responsibility of contractor to take the defective parts / computer to the workshop & bring it back to the same site after repairs. Any cost incurred towards transportation of the faulty / repaired as well as standby equipment shall be borne by the Contractor. In case where equipments having storage devices like HDDs are to be taken to the Contractors Workshop, it will be sole responsibility of the contractor to detach the storage device and hand it over to the concerned officer of the user director under signature.

(v) In case any component / part is required to be replaced to rectify the fault, the same shall be provided by the Contractor at the earliest & the machine shall be set functional in the resolution time. If the fault is not rectified within this period, Contractor shall provide a backup

equivalent computer system / printer / peripherals etc. for use. IHQ-MoD(Navy) will make no payment for use of backup equipments.

Support Structure

4(a). The following support personnel/organization of the vendor will be responsible for smooth and efficient running of the “Service Support Arrangement” for Integrated Headquarters, Ministry of Defence(Navy).

- (a) Support / Service Engineer -01 No.
- (b) Specialist Engineers -01 No.

4(b). The duties and responsibilities of the above mentioned support staff/ organizations are enumerated in the succeeding paragraphs.

4(c). **Support / Service Engineers**

- (a) Will be available during office hours i.e. 0845 – 1800 Hrs. Monday to Friday.
- (b) At least one Service Engineer with five year working experience in this field should be deployed for the AMC. The other service engineers should have at least three years experience. Freshers & trainees should not be deployed. List of engineers to be deputed alongwith their qualification & experience must be enclosed with the technical bid.

4(d). The Support Engineer shall draw additional resources from the ‘Specialist Engineer’ of the vendor to resolve critical problems on as required basis.

4(e). **Specialist Engineers** will be based in the vendor’s office at Delhi. These engineers are to be specialized in the field of providing maintenance support to IT Equipments. Their responsibilities shall include the following:-

- (i) Technical support to the support engineers positioned onsite.
- (ii) Escalation of unresolved problems, IOS up-gradation, plugging of OS, vulnerabilities etc.
- (iii) Seeking the advice of OEMs on as required basis.

Reserve Spares Plan

5. The vendor has to make spares plan, at their cost, for supporting IT equipments of UIDAI HQ. These spares will be utilized by the vendor to support the system as explained below:-

(a) The vendor will stock critical spares at its facility to take care of replacements of the failed components. These spares are the property of the vendor and can be used by the vendor as per their requirements.

(b) In case of Hardware failure, the vendor will diagnose parts and replace it. If requisite parts are not available in stocks, the vendor will provide an equivalent standby part within the time frame to meet the service level commitments and configure the standby part as per the running set up.

(c) The replaced part may be of a different make but will not be of inferior specification. User shall handover the defective part to the vendor as soon as the new part is replaced, except in the case of **Hard Disk drives and other magnetic or optical media where operational Data was ever recorded before the failure of the part.**

(d) The vendor will periodically review the spare plan in consultation with the user quarterly.

Exclusions

6. The service here under does not cover maintenance services required to repair the damages to equipment arising out of:-

(a) Fire, floods, windstorm, riots, strikes, acts of god, rodents, acts of the state or acts of the public enemy or any event beyond the control of the vendor.

(b) Attachment of non-vendor equipment or alteration of the equipment.

(c) Causes external to the equipment that is not supplied by the vendor.

7. **Delivery Period** - Delivery period for supply of items would be 07 days from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

8. **Consignee Details** – Administration Division, UIDAI (HQ), New Delhi.

Chapter III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Form DPM-7. (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Service Provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service Provider) or the commission of any offers by the Service Provider or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Service Provider and recover from the Service Provider the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Service Provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service Provider towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Service Provider to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:** The Service Provider confirms and declares to the Buyer that the Service Provider is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Service Provider; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Service Provider agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Service Provider has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Service Provider will be liable to refund that amount to the Buyer. The Service Provider will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement for compensation to the Service Provider who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Service Provider has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Service Provider, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/ Service Provider, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** In the event of the Service Provider's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SERVICE PROVIDER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :-

- (a) The delivery of the material/services is delayed for causes not attributable to Force Majeure for more than (15 Days) after the scheduled date of delivery.

- (b) The Successful Bidder (lowest bidder) is declared bankrupt or becomes insolvent.
- (c) The delivery of material / services is delayed due to causes of Force Majeure by more than (01 month) provided Force Majeure clause is included in contract.
- (d) The UIDAI has noticed that the Successful Bidder(lowest bidder) has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The Service Provider has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Sellar/Service Provider shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Sellar/Service Provider shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13 **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Taxes and Duties - In respect of Indigenous bidders**

(a) General

(i). If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ii). If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entrained after the opening of tenders.

(iii). If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv). If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v). Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller/Service Provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Service Provider.

(b) Customs Duty – Not applicable

(c) Excise Duty – Not Applicable.

(d) Sales Tax / VAT -- Not Applicable

15. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business for a sum equal to 10% of the annual maintenance contract value. Performance Bank Guarantee should be valid up to 60 days beyond the date of expiry of maintenance contract.

16. **Option Clause (where applicable):** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

17. **Repeat Order Clause (where applicable) – Not Applicable.**

18. **Tolerance Clause (where applicable)** – Not Applicable.

19. **Payment Terms** – Payment for providing FMS will be made upon completion of calendar month on pro rata basis of the accepted bid price. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:

(a) Given the fact that the contactor is under legal obligation to pay due wages as the requirements of law, the successful bidder shall be expected to make payment to the Residents Engineers under Electronic Fund Transfer System. The Agency (successful bidder) shall pay for all legal charges/contributions to statutory authorities. Besides the Agency (successful bidder) shall be obliged to satisfy empowered officer about continued labour law compliance as and when required by empowered officer.

(b) The payment to the service provider shall be made as per actual and not exceeding quoted price (supported by ECS statement duly verified by bank official). The deployment of manpower may vary as per need basis and would be assessed on dynamic basis. Monthly assessment and review shall be made.

(c) The Agency (successful bidder) shall raise bill for the services provided for a calendar month within 7 working days of succeeding month of such services. Disputed amount or amount on which clarification is required may be held up till the time matter is sorted out.

(d) Bill should be submitted to the Administration Division before 5.00 p.m. otherwise bill will be deemed to be submitted on the next working day.

(e) Payment from UIDAI shall be made by electronic fund transfer to the Agency's account by NEFT or RTGS for which purpose Agency is required to submit their complete bank details.

(f) It is noteworthy that while considering the attendance and availability of the Engineers, their working hours will also be considered for evaluation and non – compliance with the mentioned hours of work would be penalized.

(g) Conveyance, per-diem, travel, lodging expenses may be reimbursed to the Agency (successful bidder) on actual basis subject to needs of UIDAI and prior approval of UIDAI before incurring such expenses. The Agency (successful bidders) shall submit bills for these expenses for reimbursement.

(h) Penalty would be in terms of part of the salary / payment, which would be deducted and reflected in month's payment.

(i) All liabilities such as wages, ESI, PF, Bonus and other statutory requirements of the staff on duty will be borne by Agency (successful bidder).

(j) Bills for payment must be submitted with following documents for further processing of the bill:

(k) ECS Statement duly verified by the bank official for monthly salary payment in the bank account of Resident Engineers deputed to UIDAI as per schedule 18 of SOR on or before 07th of every month by the service provider (as a proof of compliance to ensure that monthly salary paid is not less than the statutory provision of minimum wages act as applicable in Delhi for the respective category of worker, and as being charged from UIDAI, the employee shall be paid at least the quoted).

(l) The payment to the Agency (Successful Bidder) shall be released only after verification of the contracted service through a checking mechanism enforced by Designate Inspection Committee or Authority or any person nominated by or on behalf of the UIDAI to assess the performance of the Agency (successful bidder), both in terms of quantity and quality.

(m) Amount of LD / Risk Expense etc., if any, will be deducted from the billing amount.

20. **Advance Payments:** No advance payment(s) will be made in any case whatsoever.

21. **Paying Authority:**

PAO, UIDAI HQ, Planning Commission, 2nd Floor, Tower-1, Jeevan Bharti Building, Connaught Place, New Delhi – 110 001.

The payment of bills will be made on submission of the following documents, whichever applicable, by the Agency (successful bidder) to the Paying Authority along with the bill:

- i. Ink-signed copy of contingent bill / Agency (successful bidder)'s bill.
- ii. Ink-signed copy of Commercial invoice / Agency (successful bidder)'s bill.
- iii. Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- iv. Performance Bank guarantee / Indemnity bond where applicable.
- v. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).
- vi. Any other document / certificate that may be provided for in the contract.
- vii. User Acceptance, where applicable.
- viii. Photocopy of PBG

22. **Fall Clause** - The following fall clause will form part of the contract placed on successful Bidder –

a. The price charged for the stores supplied or services provided under the contract by the Service Provider shall in no event exceed the lowest prices at which the Service Provider sells the stores or offer to sell stores of identical description to any persons/Organisation including the or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

b. If at any time, during the said period the Service Provider reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

i. Exports by the Service Provider.

ii. Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.

iii. Sale of goods such as drugs which have expiry dates.

iv. Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

23. **Risk & Expense clause** –

a. Should the stores/Services provided or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Service Provider 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

b. In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SERVICE PROVIDER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i). Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.

c. Any excess of the purchase price, cost of manufacturer, or value of any stores procured or services provided from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SERVICE PROVIDER. Such recoveries shall not exceed **50%** of the value of the contract.”

24. **Transportation:** The successful bidder will be responsible for bearing all transportation costs to the Consignee Premises unless any deviations are mutually agreed upon by the BUYER and SERVICE PROVIDER–

25. **Inspection Authority:** The Inspection will be carried out by UIDAI HQ or any officer nominated by him. The mode of Inspection will be Departmental Inspection / User Inspection.

26. The prospective bidder shall inspect all the IT equipments to be covered under AMC before bidding.

27. **The IT equipments presently under warranty shall be covered under AMC by the successful bidder automatically on expiry of such warranty period without making any further reference to this effect.**

Chapter- IV – Specifications and Allied Technical Details

1. Eligibility Criteria: The bidder fulfilling the following eligibility criterion will be considered for opening of their Financial-Bids:-

(a) The bidder may be an Indian firm, a partnership firm or a proprietary firm with 2 years experience. The requisite deed of formation/association/registration etc. should be submitted in support to establish legal entity/credentials of the bidders.

(b) The bidder must be in the business of providing AMC of IT Equipments for the period of at least last 5 years in Govt./Semi Govt/PSU organizations. Proof of successful execution along-with certified copies of the Award of Work/Agreement executed for providing of identical/similar Services to other organizations in the recent past.

(c) Average annual financial turnover during the last three years, ending 31st March of the previous financial year from the date of opening of technical-bid, should not be less than **Rs. 25 Lakhs**. Documentary evidence to this effect duly attested should be submitted alongwith the technical bid.

(d) The bidder must have successfully executed similar nature of contract (viz. AMC of IT Equipments) to Govt. organizations with consolidated value of the contract not less than **Rs 10 Lakhs** during last three financial years. As documentary evidence, copies of supply orders alongwith satisfactory contract / order execution report(s) issued by the concerned organization should be enclosed by the bidder with the Technical-Bid.

(f) Bidder must have valid VAT / Sales Tax Registration Certificate. A copy of the certificate alongwith receipt of the last premium paid should be enclosed with the Technical-Bid.

(g) Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical-Bid.

(h) The Bidder must undertake to provide requisite manpower with desired qualifications and experience as per the requirement of UIDAI as may be required from time to time.

2. Technical bid format is placed at **Appendix 'B'** to this Tender Enquiry

Chapter V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:-

a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

b. In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

c. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be based on all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

d. The Bidders are required to spell out the rates of VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily.

e. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

f. The lowest bid will be decided based on 'Overall L1 mentioned at Appendix 'C'. The Purchaser shall award the purchase order to the bidder whose offer has been determined to be the lowest evaluated bid for bid as a whole and is substantially responsive to the bidding documents, provided further that the bidder is determined to be qualified to perform the Contract satisfactorily.

g. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Purchaser (UIDAI). The Purchaser (UIDAI) also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

1. Desktops PC

Sno.	Model	QTY.	Warranty Status
1	HP COMPAQ 8000 ELITE	50	Warranty expired
2	HCL-PRO SL 1280	20	Warranty expired
3	HP 3090 PRO	5	Warranty expired
4	HP ELITE 8100	78	Will be added w.e.f. 14/2/2014
5	HP 8000SFF SERIES	10	Will be added w.e.f. 31/1/2015
6	Dell-990	10	Will be added w.e.f. 14/10/2015

2. Printers

Sno.	Model	Qty.	Status
1	HP COLOR CP3505DN	1	Warranty Expired
2	CANNON MF4350D	2	Warranty Expired
3	CANNON MF-8050 CN	2	Warranty Expired
4	HP COLOR LASERJET CM1312 MFP	5	Warranty Expired
5	HP COLOR LASERJET CM2320 MFP	5	Warranty Expired
6	HP COLOR LASERJET CP1215	1	Warranty Expired
7	HP COLOR LASERJET CP2025	1	Warranty Expired
8	HP DESKJET	1	Warranty Expired
9	HP LASERJET 2055DN	3	Warranty Expired
10	HP LASERJET M1213NF MFP	1	Warranty Expired
11	HP LASERJET M1522NF	4	Warranty Expired
12	HP LASERJET M2727NF	6	Warranty Expired
13	HP LASERJET MFD0195	1	Warranty Expired
14	HP LASERJET P1505	19	Warranty Expired
15	HP LASERJET P1566	5	Warranty Expired
16	HP LASERJET P1606DN	18	Warranty Expired
17	HP LASERJET 1108	4	Warranty Expired
18	HP LASER JET 1536 DNF MFP	4	Will be added w.e.f. 02-Feb-14

3. Online UPS

Sno.	Model	Qty.	Status
1	Electronics & Control Power Systems Pvt. Ltd. -- 20 KVA	1	Warranty Expired
2	Paradyne 5 KVA	1	Warranty Expired

4. Servers

Sno.	Model	Qty.	Status
1	HP PROLIANT DL380 G6	1	Warranty Expired
2	HP PROLIANT DL380 G6	1	Warranty Expired
3	HP PROLIANT DL380 G6	1	Warranty Expired
4	HP PROLIANT DL380 G6	1	Warranty Expired
5	HCL	1	Warranty Expired
6	HP PROLIANT ML330 G6	1	Will be added w.e.f. 29-Mar-15
7	HP PROLIANT ML330 G6	1	Will be added w.e.f. 29-Mar-15
8	HP, DL - 180 G6	1	Will be added w.e.f 12-Apr-15
9	HP, DL - 180 G6	1	Will be Added w.e.f 12-Apr-15.

5. Scanners

Sno.	Model	Qty.	Status
1	HP Scanners	10	Warranty Expired

6. Switches and others

SNO.	Model	QTY.	Status
1	L2 Switch (CISCO-2 Nos., HP-1 No.)	3	Warranty Expired
2	Access Point(Cisco,Dlink,Tplink,Linksys)	8	Warranty Expired
3	Router (CISCO-ASR-1002F)	1	Warranty Expired
4	Firewall (Cisco-ASA5520)	1	Warranty Expired
5	Iron Port (CISCO-S370)	1	Warranty Expired

COMPLIANCE MATRIX BY THE VENDOR

(It is mandatory to submit this compliance matrix, failing which the Buyer reserves the right to reject the bids submitted)

Srl.	Tendered Parameters / Eligibility Criteria	Details to be furnished by the tenderer	Documentary Evidence required to be attached	Compliance by the tenderer (Yes / No)
1.	The bidder may be an Indian firm, a partnership firm or a proprietary firm with 2 years experience in the relevant field.		The requisite deed of formation/association/registration etc. should be submitted in support.	
2.	The bidder must be in the business of providing AMC of IT Equipments for the period of at least last 5 years in Govt./Semi Govt/PSU organizations.		Proof of successful execution along-with certified copies of the Award of Work/Agreement executed for providing of identical/similar Services to other organizations in the recent past	
3.	Average Annual financial turnover during last three years, ending 31 st Mar of the previous financial year from the date of opening of Technical Bids, should not be less than Rs. 25 Lakhs .		Audited Balance Sheet for the last three FYs to be enclosed.	
4.	The bidder must have successfully executed similar nature of contract (viz. AMC of IT Equipments) to Govt. organizations with consolidated value of the contract not less than Rs 10 Lakhs during last three financial years.		documentary evidence of the eligibility criteria mentioned in subpara (b) above, copies of Rate Contracts / supply orders alongwith satisfactory contract / order execution report(s) issued by the concerned organization should be enclosed by the bidder with the Technical-Bid.	

5.	Bidder must have valid VAT / Sales Tax Registration Certificate.		A copy of the certificate alongwith receipt of last premium paid should be enclosed.	
6.	Bidder must possess valid PAN Card. A copy of the same should be enclosed with the Technical-Bid.		A copy of the PAN Card should be enclosed.	
7.	Details of Earnest Money Deposit (EMD) as per details given in para 14 of Chapter-1 of Tender Enquiry. (Indicate DD/Pay Order No., amount, date of issue and issuing Bank/Branch).		EMD to be submitted in original.	
8	Compliance to the Schedule of Requirement		N/A	
10.	Acceptance of All Terms & Conditions of the Tender Enquiry.		N/A	

Undertaking:-

- (a) It is certified that our Firm has not been blacklisted by any Govt. organization in the past.
- (b) It is further certified that we have inspected all the IT equipments installed in UIDAI HQ, to be covered under AMC.

(Signature of Bidder)

Appendix `C`

FORMAT FOR COMMERCIAL BID

S.No.	Description	Total Units	AMC Charges per Unit / Per Month (All inclusive)	Total AMC Charges Per Month (All inclusive)
1	Desktop PC	75		
2	Laserjet Printers B&W	17		
3	Laserjet Printers Colour	74		
4	Online UPS	02		
5	Scanners (Any Make / Any Model)	10		
6	Servers	05		
7	Switches	03		
8	Access Point	08		
9	Routers	01		
10	Firewall	01		
11	Iron Port	01		
Grand Total (All Inclusive)				

CERTIFICATE OF FALL CLAUSE
(It is mandatory to submit this Certificate, failing which
the bids will be rejected)

“We certify that there has been no reduction in AMC prices provided to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organisation including the UIDAI or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Contract at price lower than the price charged to the government under the contract.

Office Stamp

Signature of Bidder