

F.No. A-11016/14/10-UIDAI
Government of India
Ministry of Electronics & IT
Unique Identification Authority of India

2nd Floor, Tower-1,
Jeevan Bharati Building, New Delhi.
Dated 06.10.2016

TENDER NOTICE

Subject: Comprehensive Annual Maintenance Contract for Video Conferencing equipments installed in Unique Identification Authority of India.

Unique Identification Authority of India invites sealed limited tender under **two bid system** i.e. “**Technical and Financial bids**” for providing onsite Comprehensive AMC for Video Conferencing equipments installed at UIDAI Head Office, 8 Regional offices and Tech Centre.

Bid Information Sheet

| | |
|---|--|
| Bid submission Start date | 06.10.2016 (18:15 Hrs) |
| Bid submission End date | 28.10.2016 (15:00 Hrs) |
| Bid Opening | 28.10.2016 (16:00 Hrs) |
| Declaration of bidders qualified for opening commercial bid | To be declared later |
| Validity of Tender | 90 (Ninety) days from the date of opening of the tender |
| Fee of the Tender Document (non-refundable) | Rs.100/- to be submitted in the form of DD/Pay Order in favor of “PAO, UIDAI”, payable at New Delhi. |
| Bid Security/EMD | Rs. 25,000/- (Twenty Five Thousand Only) to be submitted in the form of DD/Pay Order in favor of “PAO, UIDAI”, Payable at New Delhi. |
| Performance Bank Guarantee(PBG) | 10% of Contract Value, validity <u>60 Days</u> beyond the contractual period of one year. |
| Bid Clarification date | 20.10.2016 |

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

Ratnesh Bharati,
Deputy Director (Admin)
Tel No. 011-23466842,
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INDEX

| Section | Contents | Page No. |
|----------------|---|-----------------|
| | Bid Information Sheet | 1 |
| Section-1 | Bid information and Instructions to Bidders | 3-10 |
| Section-2 | Scope of Work | 11-12 |
| Section-3 | Bid Evaluation | 13 |
| Section-4 | General Conditions of Contract | 14-18 |
| Section 5 | Special Conditions of Contract | 19-21 |
| | Technical Bid - Annexure I | 22-23 |
| | Financial Bid - Annexure II | 24 |
| | Undertaking – Annexure III | 25 |
| | Agreement – Annexure IV | 26-27 |

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Website: www.uidai.gov.in

Section 1

BID INFORMATION AND INSTRUCTION TO BIDDERS

1. Bid Information and Instructions to Bidders

1.1 Obtaining Tender Document, Tender Fee:-

- 1.1.1 The Tender Document can be downloaded **free of cost** from the website of UIDAI, www.uidai.gov.in or www.eprocure.gov.in from the date mentioned in the **Bid Information Sheet**.
- 1.1.2 Prospective Bidders interested to participate in the bidding process are required to submit their offer in response to this Tender Document along with a non-refundable **Tender Fee of Rs. 100/-** (Rupees One Hundred only) issued by Public Sector Banks or Private Sector Banks authorized to conduct the Govt. business.
- 1.1.3 It may be noted that UIDAI, HQ is not liable to pay any amount/ expenditure / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses etc., regardless of the conduct or outcome of the Tendering process.

1.2 Earnest Money Deposit (EMD): -

- 1.2.1 The bidder shall be required to submit a sum of Rs. **25,000/-** (Twenty Five Thousand Only) as **Earnest Money Deposit (EMD)** issued by Public Sector Banks or Private Sector Banks authorized to conduct the Govt. business. Bids not accompanied with EMD shall be summarily rejected unless otherwise exempted as per GOI regulations.
- 1.2.2 It shall be understood that the Tender Document has been issued to the bidder and the bidder is permitted to bid in considerations of the stipulation on his/her part, that after submitting his/her bid, he/she will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to UIDAI, HQ.
- 1.2.3 Should the bidder fail to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.
- 1.2.4 The EMD of the successful bidder will be returned on submission of Performance Bank Guarantee as defined in this Tender Document and obtaining confirmation from respective Bank.
- 1.2.5 The EMD of the unsuccessful bidders shall be returned to them within one month of issue of LOA to the successful bidder. UIDAI is not liable to pay any interest thereon.
- 1.2.6 In case, it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money Deposit of the bidder/s shall be forfeited.

- 1.2.7 In case the bidder withdraws the bid before opening of the financial bid, then the EMD of the respective bidder shall be forfeited.

1.3 Bid Submission:-

- 1.3.1 Two Bids system has been envisaged under this Tender Document. Bids not accompanied EMD and Tender fee shall be summarily rejected or else otherwise exempted.
- 1.3.2 The Bidders shall submit their offer (Both **Technical** and **Financial** Bids in **separate sealed envelopes**) in line with this Tender Document. The last date for submission of bids is as mentioned in the Bid Information Sheet. No bids shall be accepted after the date and time as mentioned in Bid information sheet. Technical bids shall be opened on the same day as mentioned in the Bid Information Sheet. Date of opening of financial bids shall be notified later.
- 1.3.3 When the bid is submitted by a company/organization, the bid shall be signed by the individual legally authorized to enter into commitments on their behalf. The bidder/s are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, bidders may not be qualified for which UIDAI reserves the right to reject.

1.4 Method of Submission

The response to Tender Document is to be in the following manner:-

- 1.4.1 **Fee Envelope** – Superscribed as “**Fee Envelope**” at the top of the Envelope and “**Name & Address of the Bidder**” on the left hand side at bottom. This envelope shall be sealed and shall contain **DDs/Pay orders of requisite “Tender Fee & EMD”**.
- 1.4.2 “**Technical Bid Envelope**” - Superscribed as “**Technical Bid**” at the top of the Envelope and “**Name & Address of the Bidder**” on the left hand side at bottom. This envelope shall be sealed and shall contain “**Tender Document**”, **Annexure-I** by enclosing all the required documents as mentioned and **Annexure-III & IV**.
- 1.4.3 “**Financial Bid Envelope**” - Superscribed as “**Financial Bid**” at the top of the Envelope and “**Name & Address of the Bidder**” on the left hand side bottom. It shall be sealed and shall contain the financial bid as per the format mentioned in **Annexure-II**.
- 1.4.4 The Sealed “**Fee Envelope**”, “**Technical Bid envelope**” and the “**Financial Bid Envelope**” shall be placed in a bigger envelope Super scribed as “ **Comprehensive AMC for VC for UIDAI** ” and shall be addressed to:

Deputy Director (Admin), UIDAI,
2nd Floor, Tower-1,
Jeevan Bharati Building, Connaught Place, New Delhi-110001.

Note: **All the above documents should be clearly signed & stamped on each and every page before submitting bids to avoid rejection.**

1.5 Bidders' Eligibility Criteria:-

Prospective Bidders shall submit duly signed and stamped Tender Document (amendments, if any) by the Authorized signatory with the following documents:

- 1.5.1 The bidder should be a Proprietor/Firm/company registered under the Indian Companies Act 1956/2013 (Copy of Certification of Incorporation, Memorandum and Articles of Association).
- 1.5.2 The bidder should have successfully executed at least two contracts of similar nature each of Minimum Rs 2.00 lakh during the last three Financial Years ending on 31.03.2016 in a Govt. Ministry or Department/Public Sector company/ Government autonomous body or **reputed private company** (Self-attested copies of work orders and their respective satisfactory performance certificates)
- 1.5.3 ***The Bidder should have operational capability at all 10 locations*** and have registered office/branch office in the jurisdiction of NCT of Delhi.
- 1.5.4 Annual turnover should be **minimum 10 lakh** per annum for last three financial years FY 2013-14, 2014-15 & 2015-16 (P/L Statement/ Certificate by Statutory Auditor/Chartered Accountant of the Bidding Company in support of turnover).
- 1.5.5 P.A.N. Number in the name of the Bidder/Company/firm.
- 1.5.6 Copy of **Income Tax Returns** for last **three Financial Years** (2013-14, 2014-15 & 2015-16).
- 1.5.7 Self attested copy of **Service Tax/VAT** Registration Nos.
- 1.5.8 Letter of authorization in favor of the person to sign this tender and represent his/her company for this contract.

(N.B.: Self certified copies as proof are to be attached.)

UIDAI, HQ reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria.

1.6 Financial Bid:-

The prices quoted in the commercial bid should be without any conditions.

- 1.6.1 The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in **Annexure-II**.
- 1.6.2 The prices should be mentioned in Indian Rupees only in clearly readable format without any overwriting.
- 1.6.3 The Financial bid shall be on a fixed price basis, no price variation should be asked for relating to increase in customs duty, excise tax, dollar price variation, etc.
- 1.6.4 Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales”, etc. will be treated as being at variance and shall be liable for rejection.
- 1.6.5 The envelop consisting of Financial Offer shall be marked as “Financial Bid”
- 1.6.6 Prices quoted will be firm for the entire period of Contract.
- 1.6.7 It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost in the financial bid.
- 1.6.8 The financial bid should include incidental charges and customization charges, if any.
- 1.6.9 The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- 1.6.10 In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- 1.6.11 The bidder must fill and submit the rates as per instructions given above. If the bidder does not quote a price/rate for any item in Form of Bid, his/her tender may be summarily rejected.

1.7 Validity of Tender Document

The Bidder shall submit the response to Tender Document which shall remain valid up to Ninety (90) days from the date of opening of tender (“Bid Validity”). UIDAI reserves the right to reject any response to Tender Document which does not meet the aforementioned validity requirement.

1.8 Non Transferable Bid:

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under the contract.

1.9 Deviations:

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. Bidders are advised not to make any corrections, additions or alterations in the original tender documents. If this condition is not complied with, tender is liable to be rejected.

1.10 Deadline for submission of bid

The bid duly filled must be received by UIDAI at the address specified not later than the date and time mentioned in the “**Bid Information Sheet**”. Bid received later than the deadline prescribed for submission of tender by UIDAI shall be rejected.

1.11 Withdrawal of bid

No Tender can be withdrawn after submission and during Bid validity period. Submission of a Bid by a bidder implies that he had read all the Bid documents including amendments if any, visited the site and has made himself aware of the scope and specifications of the job to be done, local conditions and other factors having any bearing on the required job.

1.12 Opening of the bid

Bids will be opened at the address mentioned in “Bid Information Sheet” in presence of bidders or authorized representatives of bidders who wish to attend the opening of tenders. Bidders or their authorized representatives who are present shall sign register in evidence of their attendance.

Bidder’s name, presence or absence of requisite documents, total cost of project quoted or any other details as UIDAI, HQ may consider appropriate will be announced and recorded at the time of bid opening.

1.13 Clarification of the bid

To assist the examination, evaluation and comparison of the tenders, UIDAI, HQ may at its discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on the bidder.

1.14 Examination of the bids

A committee constituted by the **Competent Authority in UIDAI, HQ** shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the Competent Authority in UIDAI, HQ. Decision of UIDAI, HQ regarding responsiveness or non-responsiveness of a tender shall be final and binding.

1.15 Canvassing

No bidder is permitted to **canvass to UIDAI on any matter** relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

1.16 Right to accept any bid or reject all bids

UIDAI, HQ reserves the right to accept or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action. If the bidder, as individual or as a partner of partnership firm, expires after the submission of his bid but before award of services, the UIDAI, HQ shall deem such bid as invalid.

1.17 Clarifications/ Amendments

Amendment/s if any will be uploaded in the website of UIDAI/Central Public Procurement Portal (www.uidai.gov.in / www.eprocure.gov.in) for information of all concerned. All are requested to remain updated with the websites. No separate reply/ intimation will be given for the above, elsewhere.

1.18 Cancellation of Contract

The UIDAI, HQ reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the UIDAI on the following circumstances:

- 1.18.1 The bidder has made the misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- 1.18.2 The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- 1.18.3 The bidder goes into liquidation voluntarily or otherwise
- 1.18.4 The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- 1.18.5 If deductions on account of penalties exceeds more than 10% of the total contract price.
- 1.18.6 After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the UIDAI reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make the additional expenditure, which the UIDAI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- 1.18.7 UIDAI reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

1.18.8 Performance Security would be refunded to the Service Provider without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract..

1.19 Important notes and instructions to Bidders

- 1.19.1 Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- 1.19.2 If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner whatsoever, UIDAI reserves the right to reject such response to Tender Document and/or cancel the Letter of Award, if issued and the EMD/PBG provided up to that stage shall be en-cashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to Tender Document.
- 1.19.3 Response submitted by the Bidder shall become the property of the UIDAI, HQ and the UIDAI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in **Clause 1.2.5**
- 1.19.4 All pages of the response to Tender Document submitted must be signed and stamped by the authorized person on behalf of the Bidder.
- 1.19.5 Bidders may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. The decision of UIDAI, HQ in this respect shall be final and binding.
- 1.19.6 The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- 1.19.7 Response to Tender Document that are incomplete, which do not substantially meet the requirements prescribed in this Tender Document, will be liable for rejection by UIDAI, HQ.
- 1.19.8 Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- 1.19.9 Non submission and/or submission of incomplete data/ information required under the provisions of Tender Document shall not be construed as waiver on the part of UIDAI, HQ of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.
- 1.19.10 Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.

- 1.19.11 UIDAI, HQ reserves the right to delete/add items from the schedule of requirements specified in the tender as per the actual requirement from time to time.
- 1.19.12 UIDAI, HQ will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.
- 1.19.13 The bidder shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

Section 2

Scope of the Work

2.1 UIDAI intends to engage a Service Provider for onsite CAMC of video conferencing facility of following hardware and network elements:-

2.2 VC Equipments and network devices installed during 2010 -11 at UIDAI Head office, New Delhi and 9 offices, which includes 8 ROs and Tech Centre, Bengaluru are as under:

| Sr. No | Equipment | Make | Quantity | Location |
|--------|--------------------------------|----------|----------|--|
| 1 | Codec 6000 MXP | TANDBERG | 1 | Head Office |
| 2 | Camera | TANDBERG | 2 | |
| 3 | Video Switch | TANDBERG | 1 | |
| 4 | Router(ASR 1002-F) | CISCO | 1 | |
| 5 | Switch (Catalyst 2960S Series) | CISCO | 1 | |
| 6 | 65" Plasma | Samsung | 2 | |
| 7 | Audio Matrix Switcher-Vp-4X4K | Kramer | 1 | |
| 1 | Codec 6000 MXP | TANDBERG | 9 | At 9 offices of RO at Delhi, Chandigarh, Lucknow, Ranchi, Bengaluru, Hyderabad, Mumbai, Guwahati and Tech Centre Bengaluru |
| 2 | Camera | TANDBERG | 18 | |
| 3 | Video Switch | TANDBERG | 7 | |
| 4 | Router (02951-Sec/k9) | CISCO | 9 | |
| 5 | Switch (WS-C2960-24TC) | CISCO | 9 | |
| 6 | 55" HD LCD | LG | 18 | |
| 7 | Audio Matrix Switcher-Vp-4X4K | Kramer | 9 | |

2.3 This scope also includes cables and connectors being used in the systems.

2.4 Managing Configuration of all the above equipments. Maintenance/Support/changes in configuration of existing video infrastructure installed to enable all the equipment to work in tandem.

2.5 The onsite comprehensive maintenance services should be managed at all 10(Ten) sites. The service engineer/s should make a preventive maintenance on quarterly basis at all the stations. The respective site may be attended within 06 hours on lodging the complaints. UIDAI will not bear any extra cost other than specified in the contract.

- 2.6 **The AMC shall be:**
- a. On-site, comprehensive
 - b. Stand by replacement of hardware.
 - c. Software updates and upgrades at no cost to UIDAI
 - d. Technical Support from expert/experienced Staff to MSP (M/s HCL) team deployed in UIDAI Offices as and when required.
- 2.7 Backup of all configuration files and media having system software is to be kept by the Service Provider and any corruption in the Software or media shall be rectified.
- 2.8 UIDAI reserves the rights to demand for modify/update the parameter files/configuration as advised by IT Security Audit with required awareness of its consequences and any such modification/updation to be done by the vendor without any extra cost implication.
- 2.9 The Service Provider would arrange for genuine spare parts/accessories/fittings /fixtures from respective Original Equipment Manufacturer (OEM), if available or Compatible spares through their authorized dealers as and when required with prior permission from **DD(Admin)** at no additional cost to UIDAI. DD (Admin) reserves the right to reject any spare parts which do not confirm to the correct standard/quality.
- 2.10 In case any equipment is declared as beyond economic repairs (if repair cost is more than 50% of the original cost of new replacement), the same shall be provided by UIDAI.
- 2.11 In case of repair of parts/whole item/devices/equipments, the components/ devices/instruments being used shall be in OEM/Compatible without interruption in the service. Normally, repair work shall be done at the UIDAI location and in case repair is to be carried out in Service Centre/OEM, carry the equipment with prior permission of **DD (Admin)**, during the period, uninterrupted service shall be ensured by replacing with the equivalent item without any extra cost to UIDAI.
- 2.12 VC equipments may be shifted/de-installed/re-installed within & among the existing stations, if required.
- 2.13 The AMC shall cover all parts including cables, connectors, etc. and the Service Provider would also arrange all required measuring instruments/tools for its proper operation, performance and output as per technical specifications without any additional cost of repair/replacement.

Section 3

BID EVALUATION

3. Technical Bid evaluation

After bid opening, Technical & Commercial bids submitted by those Bidders who have furnished the tender fee and EMD shall be evaluated by a committee constituted by UIDAI, HQ.

The bids to be determined as substantially responsive shall be evaluated by the committee for technical compliance. The bidder must submit all necessary authentic data with necessary supporting certificates of the various items of technical evaluation criteria as per **clause 1.5** of this Tender Document, failing which his/her tender is liable to be rejected.

3.1 Financial Bid Evaluation:

Bidders qualified after Technical evaluation shall be notified of financial bid opening date & time. Representative of qualified bidders desirous of attending the financial bid opening may join the same at scheduled date and time at UIDAI, Headquarter.

Financial bids of those bidders shall be opened whose technical bids shall be found responsive and accepted by the Competent Financial Authority in UIDAI, Headquarter. The bidder, whose quoted rate (**Annual contractual Value**) of Financial Bid-**Annexure-II**, shall be the lowest, would be selected as the successful bidder.

In addition to above, in case there is a tie on quoted rates, maximum numbers of contracts/work orders executed and their satisfactory performance certificates shall be given more weightage in the selection. The decision of UIDAI shall be final and no representation shall be entertained in this case.

3.2 Award of Contract

UIDAI, HQ shall issue LoA (Letter of Award) in duplicate to the successful bidder in writing by a Registered Letter/Courier/Speed Post/E-mail or as per bearer. Duly signed and stamped duplicate copy of LoA has to be returned by the selected bidder within a week of receipt of LoA as token of his/her acceptance in totality. This shall constitute a legal and binding contract between UIDAI and the selected bidder.

The successful Bidder shall be required to furnish "**Performance Bank Guarantee**" of **10% of the annual value of the contract** in the form of an Account Payee Demand Draft, Fixed Deposit, Banker's Cheque or Bank Guarantee in the defined form from any of the scheduled Commercial Banks drawn in favour of PAO,UIDAI, New Delhi. The Performance Security deposit will be refunded without interest only after satisfactory completion of the contract and on receiving NOC from all the UIDAI Offices.

Successful bidder is required to submit performance bank guarantee (PBG) of as per timeline defined in this bid document. Duly signed and stamped Contract Agreement on stamp paper of requisite value has to be submitted to UIDAI, HQ within one week of issuance of LoA.

SECTION 4

General Conditions of Contract (GCC)

4. GENERAL CONDITIONS OF CONTRACT (GCC)

General Terms and Conditions of Tender:

The Bidder is required to give confirmation of their acceptance of the General 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. [Service Provider](#) in the Contract) as selected by the [UIDAI](#). Failure to do so may result in rejection of the Bid submitted by the Bidder.

- 4.1 **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.
- 4.2 **Effective Date of the Contract:** The contract shall commence from the date of awarding of the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- 4.3 **Penalty for use of Undue influence:** The [Service Provider](#) 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 [UIDAI](#) 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 favor or disfavor 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 [UIDAI](#) 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 [UIDAI](#) 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 [UIDAI](#) or to any other person in a position to influence any officer/employee of the [UIDAI](#) for showing any favour in relation to this or any other contract, shall render the [Service Provider](#) to such liability/ penalty as the [UIDAI](#) 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 [UIDAI](#).

- 4.4 **Agents / Vendor Commission** : The [Service Provider](#) shall confirm and declare to the [UIDAI](#) that the [Service Provider](#) is the original Service 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 [UIDAI](#) that the present declaration is in any way incorrect or if at a later stage it is discovered by the [UIDAI](#) 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 [UIDAI](#). The [Service Provider](#) will also be debarred from entering into any Contract with the Government of India for a minimum period of five years. The [UIDAI](#) will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the [Service Provider](#) who shall in such an event be liable to refund all payments made by the [UIDAI](#) in terms of Contract along with interest at the rate of 2% per annum above the lending rate of Gol to States/UTs. The [UIDAI](#) will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.
- 4.5 **Access to Books of Accounts**: In case it is found to the satisfaction of the [UIDAI](#) 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/Vendor Commission and penalty for use of undue influence, the [Service Provider](#), on a specific request of the [UIDAI](#), shall provide necessary information/inspection of the relevant financial documents/information.
- 4.6 **Non-disclosure of Contract documents**: Except with the written consent of the [UIDAI/ Service Provider](#), other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 4.7 **Liquidated Damages**: In the event of the [Service Provider's](#) failure to submit the Bonds, Guarantees and Documents, supply/deployment of services as specified in this contract, the [UIDAI](#) may, at his discretion, withhold any payment until the completion of the contract. The [UIDAI](#) may also deduct from the [Service Provider](#) as agreed, **liquidated damages** to the sum of **0.5% of the contract price per location for the undelivered 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 contract price.**

4.7.1 **Service Level Agreement (SLA):** Breakdown/failure of services shall be attended immediately at all the locations within six hours on the same day. If the failure continues more than six Hrs, UIDAI may deduct the following as part of SLA:

a. Fault continues more than 06.00 (Six) to 24.00 (Twenty four) Hours.

| Sr No | Description | Deduction (s) |
|-------|--|-------------------------|
| 1 | Complete failure of VC Services of all locations | Rs. 3000/- per occasion |
| 2 | Service failure of a particular location | Rs. 1500/- per occasion |

b. The above deduction shall be doubled, if the failure continues up to the duration of 48.00 Hrs.

c. If the system (part/full) failure continues beyond 48:00 Hrs, in such case contract would be cancelled and performance security will be forfeited at the risk & responsibility of the Service Provider as well as UIDAI reserves the right to get services from open market and the amount so paid shall be recovered either from the bills due &/or by encashing PBG.

d. If monthly fault/rectification report is not submitted in the 1st week of the next month, there shall be deduction @ Rs. 100/- for every delayed week.

4.8 **Termination of Agreement:** Without prejudice to what is contained hereinabove, UIDAI, Headquarter shall at its sole and absolute discretion, be entitled to terminate this agreement by giving one month's **prior notice by either party** in writing of the intention to terminate without specifying any reason(s) without assigning any reason and without payment of any compensation, if

4.8.1 in the opinion of UIDAI (which shall not be called in question by the service provider and shall be binding on them) the Service provider fails or refuses to implement this agreement to UIDAI's satisfaction, and/or

4.8.2 the Service Provider commits a breach of any terms and conditions of this agreement, and/or

4.8.3 for any reason whatsoever, the Vendor becomes disentitled in law to perform his obligations under this agreement, and/or

4.8.4 There is no variation in the ownership/partnership or management of the [Service Provider](#) or his business without prior intimation in writing to UIDAI of such variation.

4.8.5 If, UIDAI, Headquarter notices that the [Service Provider](#) has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

4.9 **Events upon Termination:** In the event of termination of this agreement for any reason whatsoever, the Service provider/or persons employed by him shall not be entitled for any sum or sums whatsoever from UIDAI by way of compensation, damages or otherwise except for the accrued payments till the end date of this Agreement. On termination of the contract, the [Service Provider](#) shall take steps to withdraw all the services provided in a smooth and orderly manner. The service provider shall handover the equipment in original configuration as was handed over to him before award of CAMC.

4.10 **Governing Law and Jurisdiction:**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts of Delhi where UIDAI has its headquarter shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

4.11 **Force Majeure**

Notwithstanding the provisions of tender, the [Service Provider](#) shall not be liable for forfeiture of its performance security, Penalties or termination for default, if and to the Tender document for CAMC of VC Services at UIDAI, HQ extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

4.11.1 For purpose of this clause, "Force majeure" means an event beyond the control of the [Service Provider](#) and not involving the [Service Provider](#)'s fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by UIDAI, HQ and its decision shall be final and binding on the [Service Provider](#) and all other concerned.

4.11.2 In the event that the [Service Provider](#) is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond **07 Days**, UIDAI HQ has the right to terminate the contract in which case, the contractual guarantees and warranties shall be refunded to him.

4.11.3 If a force majeure situation arises, the [Service Provider](#) shall notify UIDAI, HQ in writing promptly, not later than **3 days** from the date such situation arises. The [Service Provider](#) shall notify UIDAI, HQ not later than **3 days** of cessation of force majeure conditions. After examining the cases, UIDAI HQ shall decide and grant suitable additional time for the completion of the Work, if required.

4.12 Termination for Insolvency

UIDAI, HQ may at any time terminate the Contract by giving written notice to the Service Provider, if he/she is adjudged an insolvent or a compromise is entered by him/her with his/her creditors or if distress or execution or other process is levied upon or receiver is appointed of any part of the assets or property of Vendor, and/or if he/she becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to UIDAI, HQ.

4.13 Notice:-

All notices, requests, claims, demands and other communications between the parties shall be in writing in English language and shall be given (i) by delivery in person or (ii) by registered mail, postage prepaid, or (iv) by facsimile or (v) by electronic mail to the address of the party specified in this Agreement or such other address as either party may specify in writing.

All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the fifth (5th) day following mailing, whichever occurs first.

4.14 **Dispute Resolution:** In case of any dispute between the Vendor and UIDAI arising out of or in relation to this Agreement, the dispute shall be referred to a sole Arbitrator to be appointed by UIDAI and the decision of such Arbitrator shall be conclusive and binding on both the parties. The arbitration proceedings shall be held in English language and the venue shall be in Delhi and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The Courts of Delhi will have jurisdiction over all legal disputes under this Agreement.

4.15 **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.

4.16 **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.

4.17 **Taxes and Duties:** The quoted price would be excluding all applicable taxes, duties, levies, statutory obligations, etc. The Service Provider shall comply all statutory obligations/provisions during the period of contract and would be liable for any implication arises out it.

4.18 **Option Clause** (where applicable): UIDAI shall reserve the right to increase or decrease the services up to 25% of original contracted quantity.

Section-5 Special Conditions of Contract (SCC)

5. Special Conditions of contract

Service Provider shall ensure trouble free and well optimized network for efficient and effective service:

- 5.1.1 Fault Management – Diagnose active/passive network devices and onsite repair/replacement thereof without break in service.
- 5.1.2 The Service Provider shall provide all necessary and required hardware and software tools to the Service Engineer/ personnel to undertake the VC diagnostic, replacement, repair, etc during routine checkup/preventive maintenance. Service Engineer shall be of requisite qualification and experience in handling the VC equipments/network.
- 5.1.3 On expiry of the contract, the firm/Agency shall hand over the system in perfect working condition to UIDAI, failing which PBG Performance Bank Guarantee shall be forfeited.
- 5.1.4 The Service Provider will depute Engineers at UIDAI offices with the requisite qualification and experience for routine checkup and preventive maintenance.
- 5.1.5 The Service Provider shall providing emergency services during working hours or as and when required.

5.2 The contract will be valid for a period of one year initially with effect from date of award of the contract. However, the contract may be extended further for a period of two years on year to year basis on the request of vendor, at the same rates, terms and conditions as in the present contract subject to satisfactory performance. The grant of extension of contract will be at the sole discretion of the competent authority of UIDAI, Headquarter.

5.3 The Contract cost shall remain fixed during the contractual period.

5.4 Reports for Performance Monitoring of the Service Levels

The VC service provider shall furnish to UIDAI, HQ the following reports **duly verified by MSP team in-charge** as per the frequency below:

- 5.4.1. **Monthly fault/rectification reports.**
- 5.4.2. **Quarterly fault/rectification/preventive maintenance report.**

5.5 **Payment Terms:**

- 5.5.1 No Payment shall be made in advance to Service Provider and no recommendation shall be made to any bank or financial institution for loan on the basis of work awarded.
- 5.5.2 Payment will be released only on submission of Invoice/Bill duly completed in all respect, certified by in-charge of VC Service and on confirmation of PBG from the issuing bank.

- 5.5.3 Payments towards VC service shall be made on monthly basis after deduction of taxes and duties as applicable at the end of each month, on verification of Bills certified by NIC in-charge and SO (Admin-IT), UIDAI HQ.
- 5.5.4 All payment shall be made by ECS/e-payment only and UIDAI, Headquarter shall be at liberty to withhold any of the payment in full or in part subject to recovery of penalties as mentioned in **clause 4.7.1**. TDS as applicable will be recovered from the bills.
- 5.6 The Service Provider shall maintain a proper record of the complaints/faults as per the requirement of UIDAI and update regularly. The Service Provider shall also maintain a logbook and shall record every complaints/faults/failures. The Service Provider shall furnish helpline telephone numbers/mobiles/emails, besides mobile numbers & e-mail address of engineers to contact by M/s HCL/UIDAI in needs/exigencies, if needed at odd hours for any repair/maintenance purposes.
- 5.7 Any notice/communication required or permitted by either party shall be written in the English language and may be delivered personally or may be sent by FAX,E-mail, addressed to the last known address of the party to whom it is sent
- 5.8 UIDAI may en-cash Performance Bank Guarantee / Security deposit and may also blacklist the Service Provider for participating in any tender of UIDAI for next 3 years in case fault at any UIDAI offices will continue more than 7 working days.
- 5.9 The Service Provider should comply all the statutory provisions towards all applicable taxes. Returns/evidence certificates thereof should be furnished periodically or as and when UIDAI desires.
- 5.10 UIDAI, Headquarter may terminate the contract due to any breach of terms and conditions at the risk and cost of the bidder. Any sum of money due and payable to the Service Provider (including Security deposit) under this contract may be appropriated by UIDAI and set off the same against any claim of UIDAI arising out of this contract.
- 5.11 Any matter during the period of contract, which has not been specifically covered in the agreement, shall be decided by the competent authority in UIDAI, Headquarter whose decision shall be final and conclusive.
- 5.12 The Service Provider shall be required to maintain all documentation for the system administration policy, network user policy, hardware vendors, etc. in a professional manner.
- 5.13 The Service Provider except thereof shall move no equipment or part without written consent of Deputy Director (Admin), UIDAI, HQ.
- 5.14 The Service Provider shall be responsible for any consequential losses or liabilities arising out of misuse of VC equipments and allied components owned by UIDAI by any of the following means:
- 5.14.1 Improper use or operation outside of the specification for the product.
- 5.14.2 Abuse, negligence, accident, loss or damage in transit.
- 5.14.3 Unauthorized or improper maintenance or repair, etc.

- 5.15 The Service Provider shall ensure that no documentation, Procedure/policies, software is sent out of UIDAI premises or misused by the deployed personnel.
- 5.16 In case of any loss/damaged of UIDAI property due to negligence of the service provider:
- 5.16.1 ***The same shall be provided by the service provider at his/her own cost and/or***
- 5.16.2 ***Losses/damages, if any, will be deducted from the billing amount and/or recovered by en-cashing PBG.***

Technical Bid

1. Name of Bidder company/firm/Agency: _____
2. Type (Limited Co./Partnership/Proprietor) _____
(Please enclose evidence)
3. Name of proprietor / Director _____
of Bidder company /firm/Agency:
4. Full Address of Registered Office/Branch Office _____
in NCT of Delhi (Enclose Self attested Copy)

Telephone No: _____
Fax No: _____
E-mail Address: _____
Mob No: _____
5. Enclose Self attested Copy of PAN: _____
6. Income Tax Return Statements/
Certificates (Enclose self attested
Copies of FY 2013-14, 2014-15 & 2015-16 _____
7. Enclose Self attested Copy of Service Tax/VAT Registration No: _____
8. Bank A/C details of the Bidder _____
(Enclose self attested copy)
9. Details of EMD & Tender Fee: _____
10. Performance certificate of _____
Executed contracts by Bidder as per,
Bid Clause 1.5.3 during FY 2013-14, 2014-15 & 2015-16
(Enclose self attested copy)

11. Give details of the major contracts as per **Bid Clause 1.5.3** handled by the Bidder Company/ firm/ Vendor in PSUs or Government Departments or any reputed Private organization during the last three years by enclosing self-attested copies of work orders:

| Sr No | Name of the Organization | Contact No. of the client organization | Financial Year | Duration of contract | | Annual Contract Value (in Lakhs) | (enclose copies of work order) |
|-------|--------------------------|--|----------------|----------------------|---------|----------------------------------|--------------------------------|
| | | | | From date | To date | | |
| 1 | | | 2013-14 | | | | |
| 2 | | | 2014-15 | | | | |
| 3 | | | 2015-16 | | | | |

14. The Bidder should have a financial turnover of minimum Rs. **10 Lakh** (TenLakh only) per annum during the last three Financial Years (Bid Clause 1.5.5) by enclosing Profit-Loss Statements & Balance sheet certified by CA:-

| Financial Year | Amount (Rs. lakhs) | Remarks, if any |
|----------------|--------------------|-----------------|
| 2013-14 | | |
| 2014-15 | | |
| 2015-16 | | |

Date:
Place:

Signature of authorized person
Name:
Seal

Financial Bid

Sub: Quoted rates in response to NIT No: A-11016/14/10-UIDAI Dated:06.10.2016 for CAMC of Video Conferencing Service at UIDAI HQ and Regional offices & Tech Centre.

Cost Break – up

| Sr. No | Description | Annual cost excluding applicable taxes in Figures(Rs) | Annual cost excluding applicable taxes in words(Rs) |
|---------------|---|--|--|
| 1 | Cost of comprehensive AMC of VC equipments at all 10 UIDAI offices(UIDAI Head office Delhi, RO each at Delhi, Hyderabad, Ranchi, Mumbai, Bengaluru, Chandigarh, Lucknow, Guwahati & Tech Centre, Bengaluru) | | |

Note:

1. Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
2. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered as final.
3. The values (both in figures and words) should be clear and there should be no overwriting. In case of the overwriting, UIDAI reserves the right to take decision accordingly.
4. All figures are to be rounded off to the nearest Rupee only. Any figures given in paisa will be not considered.

Date:
Place:

Signature of authorized person
Name:
Seal

F.No. A-11016/14/10-UIDAI
Unique Identification Authority of India

Annexure-III

UNDERTAKING

1. I/ We undertake that I/ we have carefully studied all the terms and conditions and understood the parameters of the proposed work at all the offices of Unique Identification Authority of India and shall abide by them.
2. I/ We also undertake that I/ We have understood "Parameters and Technical Specifications for conducting the Work" mentioned in the Tender No. A-11016/14/10-UIDAI dated 06.10.2016 and shall conduct the work strictly as per the Terms & Condition stipulated in the Tender document.
3. I/ We hereby certify that none of my relative(s) are employed in UIDAI.
4. I/We hereby certify that neither my firm has ever been blacklisted by any Government Department nor any criminal case has been contemplated / pending against the firm or its owner/partners anywhere in India.
5. I/We have the sufficient technical support to facilitate UIDAI in attending and rectifying complaints under the contract with sufficient nos. of telephone/mobile.
6. I/ We further undertake that the information given in this tender are true and correct in all respect and I/we hold the responsibility for the same.

Date:
Place:

Signature of authorized person
Name:
Seal

F.No. A-11016/14/10-UIDAI
Unique Identification Authority of India

Annexure-IV

Draft Contract Agreement

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

This Agreement is made at New Delhi on the _____ day of _____ 2016 between Deputy Director (Admin), UIDAI Headquarter, 2nd Floor, Tower-1, Jeevan Bharati Building, Connaught Circus, New Delhi on Behalf of President of India hereinafter called "the UIDAI" of the one part and _____ (Name of Service Provider) (Address of Service Provider) _____ of _____ hereinafter called "the Service Provider" of the other part.

Whereas the UIDAI is desirous that certain Works should be executed, viz Comprehensive AMC facilities at Unique Identification Authority of India, Headquarter (UIDAI, HQ) and all Regional Offices including Tech Centre at Bengaluru (as described on these bidding documents) hereinafter called "the Works" and has accepted a bid by the Service Provider for the execution and completion of such works and the remedying of defects therein. NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read / construed as part of this Agreement, viz :
 - Letter of Award and Acceptance
 - Bid Information Sheet
 - Bid information and Instructions to Bidders
 - Bid Evaluation
 - Special Conditions of Contract (SCC)
 - General Conditions of Contract (GCC)
 - Formats for submission of Bid (Annexure-I,II,III,&IV)
3. In consideration of the payments to be made by the UIDAI to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the UIDAI to execute and complete the works w.e.f. _____ to _____ and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The UIDAI hereby covenants to pay the Service Provider in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price of Rs_____ being the sum stated in the letter of award subject to such additions thereto or deductions there from as may be made under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

| | |
|--|---|
| For and on behalf of the <u>Service Provider</u> | For and on behalf of the <u>UIDAI (Headquarter)</u> |
| Signature of the authorized official | Signature of the authorized official |
| Name of the official | Name of the official |
| Stamp/Seal of the <u>Service Provider</u> | Stamp/Seal of the <u>UIDAI</u> |

SIGNED, SEALED AND DELIVERED

| | |
|---|--------------------------------------|
| By the said _____ | By the said _____ |
| Name _____ on behalf of | Name _____ on behalf of |
| the <u>Service Provider</u> in the presence of: | the <u>UIDAI</u> in the presence of: |
| Witness _____ | Witness _____ |
| Name _____ | Name _____ |
| Address _____ | Address _____ |
| _____ | _____ |
| _____ | _____ |

Note:

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