

Government of India
Planning Commission
Unique Identification Authority of India (UIDAI)

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

Tender Enquiry

To

M/s _____

Our Ref.	A-11018/11/Cyber Security/2013-UIDAI	Date :	13 th August, 2013
----------	--------------------------------------	--------	-------------------------------

INVITATION FOR QUOTATIONS FOR RATE CONTRACT FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF CISCO SWITCHES AND RELATED PERIPHERALS TO UNIQUE IDENTIFICATION AUTHORITY OF INDIA (UIDAI)

1. Bids under two bid system (Technical-Bid and Financial-Bid) in sealed covers are invited for finalisation of Rate Contract for Supply, Installation, Testing and Commissioning of CISCO Switches and Related Peripherals to Unique Identification Authority of India, Planning Commission, New Delhi" 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). Bidders are requested to superscribe Tender Enquiry No, date and date of opening of the Bids on the sealed covers 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 : **DD (Admin), UIDAI HQ, New Delhi.**
 - b. Postal address for sending the Bids : Tower-1, 2nd Floor, Jeevan Bharti Building, Connaught Circus, New Delhi – **110 0011**
 - c. Name/designation of the contact personnel : **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 for 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 5-12) .
- 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 13).
- d. **Chapter- IV** – Specifications and allied Technical Details (Page 14 and 16-18).
- e. **Chapter- V** – Price Schedule (to be utilised by the bidders for quoting their prices) Contains Evaluation Criteria and Format for Price Bids (Page 15).

5. This Tender Enquiry is being issued with no financial commitment and the Purchaser (UIDAI) reserves the right to change or vary any part thereof at any stage. Purchaser (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 as a token of having read all terms and conditions and accept the same:

‘I/WE HEREBY DECLARE THAT ALL THE TERMS AND CONDITIONS GIVEN IN TENDER NO. A-11018/11/Cyber Security/2013-UIDAI dated 13th 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).

(Manoj Kumar)
DD (Admin)

Chapter-1 – Instructions to Bidders

1. Last date and time for depositing the Bids: 04th September, 2013 BY 1430 HRS.

The sealed quotations under two-bid system i.e. Technical-Bid and Financial-Bid in sealed covers should be deposited/reach by the due date and time. Both the sealed bids should be enclosed in a third envelop superscribing as “Tender for Supply, Installation, Testing and Commissioning of CISCO Switches and Related Peripherals to Unique Identification Authority of India (UIDAI), Planning Commission, New Delhi”.

2. Manner of depositing the Bids: Sealed quotations should either be dropped in the Tender Box 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.

3. Time and date for opening of Bids : 04th 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 Purchaser (UIDAI)).

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

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 Quotation 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.

6. Two-Bid system: In case of the Two-bid system, only the Technical Bid would be opened at 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 firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Purchaser (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 21st August, 2013 in O/o of UIDAI HQ at Conference Hall, 3rd Floor, Tower-II, Jeevan Bharti Building, Connaught Circus, New Delhi. The queries and clarification by the purchasers will be sent to all prospective bidders by mail.

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 Purchaser (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 purchaser 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 in the interval between the deadline for submission of bids and expiration 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 Purchaser (UIDAI) may, at its discretion, ask the bidder for clarification of its 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 an amount of Rs. 40,000/- (Rs. Forty Thousand Only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft/Pay Order from any of the public sector banks or a private sector bank authorized to conduct government business. 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 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 stand forfeited in case the successful bidder does not accept the LOI on award of worked services

Chapter-II – Conditions of Contract

The Bidder is required to give confirmation of their acceptance of the 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. Successful Bidder(lowest bidder) in the Contract) as selected by the Purchaser (UIDAI). 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.
4. **Penalty for use of Undue influence :** The Successful Bidder(lowest bidder) 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 Purchaser (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 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 Successful Bidder(lowest bidder) or any one employed by him or acting on his behalf (whether with or without the knowledge of the Successful Bidder(lowest bidder)) or the commission of any offers by the Successful Bidder(lowest bidder) 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 Purchaser (UIDAI) to cancel the contract and all or any other contracts with the Successful Bidder(lowest bidder) and recover from the Successful Bidder(lowest bidder) the amount of any loss arising from such cancellation. A decision of the Purchaser (UIDAI) or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Successful Bidder(lowest bidder). Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Successful Bidder(lowest bidder) towards any officer/employee of the Purchaser (UIDAI) or to any other person in a position to influence any officer/employee of the Purchaser (UIDAI) for showing any favour in relation to this or any other contract, shall render the Successful Bidder(lowest bidder) to such liability/ penalty as the Purchaser (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 Purchaser (UIDAI).

5. **Agents / Agency Commission** : The Successful Bidder(lowest bidder) confirms and declares to the Purchaser (UIDAI) that the Successful Bidder(lowest bidder) 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 Successful Bidder(lowest bidder); 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 Successful Bidder(lowest bidder) agrees that if it is established at any time to the satisfaction of the Purchaser (UIDAI) that the present declaration is in any way incorrect or if at a later stage it is discovered by the Purchaser (UIDAI) that the Successful Bidder(lowest bidder) 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 Successful Bidder(lowest bidder) will be liable to refund that amount to the Purchaser (UIDAI). The Successful Bidder(lowest bidder) will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Purchaser (UIDAI) will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Successful Bidder(lowest bidder) who shall in such an event be liable to refund all payments made by the Purchaser (UIDAI) in terms of the Contract along with interest at the rate of 2% per annum above RBI borrowing Rate. The Purchaser (UIDAI) 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 Purchaser (UIDAI) that the Successful Bidder(lowest bidder) 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 Successful Bidder(lowest bidder), on a specific request of the Purchaser (UIDAI), shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents** : Except with the written consent of the Purchaser (UIDAI)/ Successful Bidder(lowest bidder), 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 Successful Bidder(lowest bidder)'s failure to submit the Bonds, Guarantees and Documents, supply the stores/goods/services and conduct trials, installation of equipment, training, etc as specified in this contract, the Purchaser (UIDAI) may, at his discretion, withhold any payment until the completion of the contract. The PURCHASER (UIDAI) may also deduct from the SUCCESSFUL BIDDER (LOWEST BIDDER) as agreed, liquidated damages to the sum of 1% (One) 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 Purchaser (UIDAI) 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 Purchaser (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 Successful Bidder(lowest bidder) 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 Successful Bidder(lowest bidder) shall indemnify the Purchaser (UIDAI) 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 Successful Bidder(lowest bidder) 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** :

(a) **The bidders are required to quote the prices on 'All Inclusive' basis i.e. the quoted prices shall be inclusive of all Govt. taxes & levies applicable, freight charges, insurance charges, packing charges, installation Charges etc.** The rate and the nature of Tax applicable at the time of supply and included in the quoted prices should be shown separately. Taxes will be paid to the Successful Bidder(lowest bidder) at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale / services is legally liable to sales tax / service tax and the same is payable as per the terms of the contract.

(b). 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.

(c). 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 Purchaser (UIDAI) by the Successful Bidder(lowest bidder). All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Successful Bidder(lowest bidder).

15. **Performance Guarantee**: The bidder will be required to furnish a Performance Bank Guarantee by way of Bank Guarantee through a Public Sector Bank or a private sector bank authorised to conduct government business for a sum equal to 10 % of the contract value within 05 days of signing of the contract valid for a period of 60 days beyond contract period.

16. **Tolerance clause** – To take care of any change in the requirement during the period starting from issue of TENDER ENQUIRY till placement of the contract, Purchaser (UIDAI) reserves the right to **50%** plus/minus increase or decrease the quantity of the required goods / services upto that limit without any change in the terms & conditions and prices quoted by the Supplier (lowest bidder). While awarding the contract, the quantity ordered will be increased or decreased by the Purchaser (UIDAI) within this tolerance limit.

17(a). **Payment Terms** - 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). Payment will be made on successful execution of each supply order to the entire satisfaction of UIDAI.

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

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

18. **Paying Authority**:

(a). **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 Successful Bidder(lowest bidder) to the Paying Authority along with the bill:

i. Ink-signed copy of contingent bill / Successful Bidder(lowest bidder)'s bill.

- ii. Ink-signed copy of Commercial invoice / Successful Bidder(lowest bidder)'s bill.
- iii. 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).
- iv. Any other document / certificate that may be provided for in the contract.
- v. User Acceptance, where applicable.
- vi. Certificate mentioned at Para 19 (c) (Fall Clause).
- vii. Quantity / Life certificate of the equipment to be enclosed with the bill.

19. Fall clause -

(a). The price charged for the stores / services to be supplied under the contract by the Contractor shall in no event exceed the lowest prices at which the contractor sells the stores / services or offer to sell stores / services of identical description to any persons / Organisation including the purchaser 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 Supply Order is completed.

(b). If at any time, during the said period the contractor reduces the sale price, sells or offer to sell such stores / services to any person / organisation including the purchaser 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 Successful Bidder 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 / services 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 contractor.
- ii. Sale of goods as original equipment at price lower than the prices charged for normal replacement.
- iii. Sale of goods such as drugs which have expiry dates.
- iv. Sale of goods / services at lower price on or after the date of completion of sale/placement of the order of goods / services by the authority concerned under the existing or previous 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.

(c). The Successful Bidder (lowest bidder) shall furnish the following certificate to the UIDAI along with bill for payment for supplies made against the contract – "We certify that

there has been no reduction in sale price of the stores/ services of description identical to the stores / services supplied to the Government under the contract herein and such stores / services have not been offered/sold by me/us to any person/organisation including the purchaser 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 except for quantity of stores / services categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -”.

20. **Risk & Expense clause –**

(a). Should the stores / services or any instalment thereof not be delivered with the time or time specified in the contract documents, or if defective delivery is made in respect of the stores / services or any instalment thereof, the Purchaser (UIDAI) shall, after granting the Successful Bidder(lowest bidder) 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, declare the contract as cancelled either wholly or to the extent of such default.

(b). Should the stores / services or any installment thereof not perform in accordance with the specifications / parameters provided by the SUCCESSFUL BIDDER(LOWEST BIDDER) during the check proof tests to be done in the PURCHASER (UIDAI)'s country, the PURCHASER (UIDAI) shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c). In case of a material breach that was not remedied within 45 days, the PURCHASER (UIDAI) shall, having given the right of first refusal to the SUCCESSFUL BIDDER(LOWEST BIDDER) be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores / services 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 / services remaining to be delivered thereunder.

(d). Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other Successful Bidderas the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SUCCESSFUL BIDDER(LOWEST BIDDER). Such recoveries shall not exceed **10%** of the value of the contract.”

21. **Force Majeure:** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within **(30 days)** of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure

shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

22. **Specification**: The Successful Bidder (lowest bidder) guarantees to meet the specifications as per Part-II of this contract. In case of items where make/model has been specified, the Successful Bidder (lowest bidder) shall offer items of same make/model. However, in case of non availability of same make/model, optional make/model of equal/higher specification may be quoted. Acceptance of the same will be subject to approval of the competent authority.

23. **OEM Certificate**: In case the Bidder is not the OEM, the agreement certificate with the OEM for sourcing the equipments shall be mandatory.

24. **Earliest Acceptable Year of Manufacture**: Quantity/Life certificate will need to be enclosed with the Bill.

25. **Claims**: The following Claims clause will form part of the contract placed on successful Bidder –

a. The claims may be presented either: (a) on quantity of the stores, where the quantity does not correspond to the quantity shown in the Packing List/Insufficiency in packing, or (b) on quality of the stores, where quality does not correspond to the quality mentioned in the contract.

b. The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods.

c. The quality claims for defects or deficiencies in quality noticed during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period.

d. The description and quantity of the stores are to be furnished to the Successful Bidder(lowest bidder) along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The Successful Bidder(lowest bidder) will settle the claims within 45 days from the date of the receipt of the claim at the Successful Bidder(lowest bidder)'s office, subject to acceptance of the claim by the Successful Bidder(lowest bidder). In case no response is received during this period the claim will be deemed to have been accepted.

e. The Successful Bidder(lowest bidder) shall collect the defective or rejected goods from the location nominated by the Purchaser (UIDAI) and deliver the repaired or replaced goods at the same location under Successful Bidder(lowest bidder)'s arrangement.

f. Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the Successful Bidder(lowest bidder) or payment of claim amount by Successful Bidder(lowest bidder) through demand draft drawn on an Indian Bank, in favour of Principal Controller/Controller of Defence Accounts concerned.

g. The quality claims will be raised solely by the Purchaser (UIDAI) and without any certification/countersignature by the Successful Bidder(lowest bidder)'s representative stationed in India.

26. **Quality:** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Successful Bidder(lowest bidder)'s country or specifications enumerated as per TENDER ENQUIRY and shall also include therein modification to the stores suggested by the Purchaser (UIDAI). Such modifications will be mutually agreed to. Successful Bidder(lowest bidder) confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Successful Bidder(lowest bidder) in the past if any. The Successful Bidder(lowest bidder) shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

27. **Inspection Authority:** The inspection will be carried out by authorised representative of UIDAI. The mode of Inspection will be Departmental Inspection/User Inspection/Joint Inspection/Self-certification.

28. **Warranty :** The following Warranty will form part of the contract placed on successful Bidder -

i. The Successful Bidder(lowest bidder) warrants that the goods supplied under the contract confirm to technical specifications prescribed and shall perform according to the said technical specifications.

ii. The Successful Bidder (lowest bidder) shall provide onsite 12 Months warranty from the date of acceptance of stores by Joint Receipt Inspection, wherever warranty is applicable.

29. **Onsite Support:** The Successful Bidder (lowest bidder) shall provide 05 years onsite support from the date of acceptance of stores by Joint Receipt Inspection.

Chapter III – Schedule of Requirements

1. **Schedule of Requirements (SOR)** – Detailed SOR of the items to be included in the proposed Supply Order and Description / specifications of the required Items are indicated in **Appendix-‘A’**.
2. **Scope of Supply Order.** The proposed Supply Order will be an agreement between the purchaser (UIDAI) and lowest bidder(s) (supplier) to supply the items included in this tender at specified prices, terms & conditions during the period of the rate contract. Rate Contract will be in the nature of a standing offer and neither any quantity nor any anticipated requirement is guaranteed. As the RC is a standing offer, either party (Successful Bidder(lowest bidder) or Purchaser (UIDAI)) can revoke it at any time after giving a reasonable notice (at least 30 days in advance) and opportunity. However, once a supply order is placed on the Successful Bidder for supply of a definite quantity in terms of the Supply Order during the validity period of the Supply Order that supply order becomes a valid and binding contract and the Successful Bidder will be bound to supply the ordered quantity. In case the requisite equipment are not supplied or tested/commissioned as order in the Supply Order, the Performance Security shall stand forfeited.
3. **Delivery Period** – The successful bidder / contractor will require to sign an agreement with the Purchaser (UIDAI) within 05 working days from the date of written intimation to this effect. Supply order will be issued against the contract agreement for procurement of contracted items on as required basis. Delivery period for supply of items will be mentioned separately in each supply order which would normally be 07 days from the date of issue of supply order. Please note that Contract can be cancelled unilaterally by the Purchaser (UIDAI) in case contracted items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Purchaser (UIDAI), with applicability of LD clause. Non-execution of supply order by stipulated time frame will render liable to forfeiture of Performance Guarantee of the bidder awarded the Supply Order.
4. **Consignee details** – UIDAI HQ, Planning Commission, Tower-1, 2nd Floor, Jeevan Bharti Building, Connaught Place, New Delhi-110 001.
8. **Contract Operating Authority.** Once the Supply Order is finalized, the same will be operated by UIDAI HQ, Administration Division

Chapter- IV – Specifications and Allied Technical Details

1. Technical Details:

(a) Specifications of the Items to be included in the Supply Order are given in **Appendix-‘A’** to this tender enquiry. The items offered by the bidders shall conform to these specifications failing which such tenders will be technically rejected.

2. Eligibility Criteria: The firm fulfilling the following eligibility criteria 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) Average annual financial turnover during the last three years, ending 31st Mar of the previous financial year from the date of opening of technical-bid, should not be less than **Rs. 50 Lakhs**. Documentary evidence to this effect duly attested should be submitted alongwith the technical bid.

(c) The firm must have successfully executed Rate Contract / Supply Orders of CISCO Switches as included in this Rate Contract to Govt. organisations with consolidated value of the Rate Contract / Supply Orders not less than Rs 25 Lakhs in any of the last three financial years.

(d) As 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.

(e) 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.

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

(g) Compliance to the Schedule of Requirement.

3. **Two-Bid System** – The quotation must be submitted by the bidder under two-bid system i.e. Technical-Bid and Financial Bid to be submitted in separate sealed covers as per formats at **Appendix-‘B’** and **Appendix-‘C’**. The Technical Bid and Financial Bid both enclosed in separate sealed covers should be put together in a bigger sealed cover duly sealed superscribing as “Rate Contract for Supply, Installation, Testing and Commissioning of CISCO Switches and Related Peripherals to Unique Identification Authority of India, Planning Commission, New Delhi” and should be addressed to DD (Admin), UIDAI HQ., New Delhi. Bidders are also required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any.

Chapter- V – Price Schedule

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids/Quotations 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 TENDER ENQUIRY, both technically and commercially.
- (b). In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Purchaser (UIDAI) with reference to the technical characteristics of the equipment/items and terms & conditions as mentioned in the TENDER ENQUIRY. The compliance of Technical Bids would be determined on the basis of the parameters specified in the TENDER ENQUIRY (**Appendix-‘B’** also refers). **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 **Appendix-‘C’** to this tender enquiry / TENDER ENQUIRY. Only one rate shall be quoted against each item in Financial Bid and items make / model / brief description/ specification and MRP shall also be indicated. Overwriting of prices should be avoided and in case any correction is done, the same must be countersigned.

The consideration of taxes and duties in evaluation process will be as follows:

- i. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Purchaser (UIDAI) would be the deciding factor for ranking of Bids. **Bidders are required to quote all inclusive rates for the items included in the proposed Supply Order.** The quoted rates, once accepted, shall remain valid till completion of Supply Order.
- (d). 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.
- (e). **The lowest bid will be decided based on ‘Price of Two Set’ mentioned at Appendix ‘C’** 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.

Appendix 'A'

NAME OF PROJECT- Rate Contract for Supply, Installation, Testing and Commissioning of CISCO Switches and Related Peripherals to Unique Identification Authority of India, Planning Commission, New Delhi.

Scope of Work		
SNo.	Configuration	Qty
1.	WS- C2960S-24TS-L # Catalyst 2960s 24 GigE, 4x SFP LAN Base, CAB-CONSOLE-USB, SMARTNET WITH 5 Years Onsite Support and Installation.	21 Nos.
2.	GLC-SX-MMD-#1000BASE-SX SFP Transceiver Module MMF 850nm DOM, With 5 Years Onsite Support and Installation.	07 Nos.

Appendix-'B'**FORMAT FOR SUBMISSION OF TECHNICAL BID**

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. .		The requisite deed of formation/association/registration etc. should be submitted in support.	
2.	Average Annual financial turnover during last three years, ending 31 st Mar of the previous financial year, should not be less than Rs. 50 Lakhs.		Audited Balance Sheet for the last three FYs to be enclosed.	
3	The firm must have successfully executed Rate Contract / Supply Orders of CISCO Switches as included in this Rate Contract to Govt. organisations with consolidated value of the Rate Contract / Supply Orders not less than Rs 25 Lakhs in any of the 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.	
4.	Bidder must have valid VAT / Sales Tax Registration Certificate.		A copy of the certificate alongwith receipt of last premium paid should be enclosed.	
5.	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.	
6.	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		EMD to be submitted in original.	

	Bank/Branch).			
6	Compliance to the Schedule of Requirement		N/A	
7	OEM Certificate		OEM Certificate	
8.	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 the office sites where the CISCO Switches and Related Peripherals are proposed to be installed.

(Signature of Bidder)

Appendix 'C'**FORMAT FOR SUBMISSION OF FINANCIAL BID**

NAME OF PROJECT- Rate Contract for Supply, Installation, Testing and Commissioning of CISCO Switches and Related Peripherals for the Officers of Unique Identification Authority of India, Planning Commission, New Delhi.

SNo.	Description	Unit	Qty	Unit Rate (All inclusive)	MRP of the Product	Amount (All inclusive)
1.	WS- C2960S-24TS-L # Catalyst 2960s 24 GigE, 4x SFP LAN Base, CAB-CONSOLE-USB, SMARTNET WITH 5 Years Onsite Support and Installation.	01 No.	21 Nos.			
2.	GLC-SX-MMD-#1000BASE-SX SFP Transceiver Module MMF 850nm DOM, With 5 Years Onsite Support and Installation.	01 No.	07 Nos.			

Date :

Place :

(Signature of the Bidder)

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 the Supply, Installation, Testing and Commissioning of CISCO Switches and Related Peripherals supplied to the Government under the contract herein and such items/services have and 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 orders placed during the currency of the Supply Order at price lower than the price charged to the government under the contract.”

Office Stamp

Signature of Bidder