

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.	G-14011/12/10-UIDAI	Date :	24 th July, 2012
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**CONTRACT FOR PROVIDING FACILITY MANAGMENT SERVICES FOR THE OFFICE
 OF UIDAI HQ, PLANNING COMMISSION, NEW DELHI**

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

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

- a. Bids/queries to be addressed to : **ADG (Admin-II), UIDAI HQ, New Delhi.**
- b. Postal address for sending the Bids : Tower-1, 2nd Floor, Jeevan Bharti Building,
 Connaught Circus, New Delhi – 110 001
- c. Name/designation of the contact personnel : **RK Gautam, ADG (Admin-II)**
- d. Telephone numbers of the contact personnel : **011-23466850**
- e. e-mail ids of contact personnel : rkgautam.adg@gmail.com

3. This Tender Enquiry is divided into five Chapter as follows:
- a. **Chapter- I** – Contains General Information and Instructions to the Bidders about the Tender Enquiry such as the time, place of submission and opening of tenders, Validity period of tenders, etc (page 3-5) .
 - b. **Chapter- II** – Conditions of Contract which will form part of the contract with successful bidder (page 6-13).
 - 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 14-24).
 - d. **Chapter- IV** – Specifications and allied Technical Details (Page 25).
 - e. **Chapter- V** – Price Schedule (to be utilised by the bidders for quoting their prices) Contains Evaluation Criteria and Format for Price Bids (Page 26-35).
 - (f) **Chapter-VI** – Contract Form (page 36-57)

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:

‘I/WE HEREBY DECLARE THAT ALL THE TERMS AND CONDITIONS GIVEN IN TENDER NO. G-14011/12/10-UIDAI DATED 24th July, 2012 ARE ACCEPTED BY ME/US ON BEHALF OF MY/OUR FIRM ’

7. The cost of tender is Rs.1000/- (Rupees One Thousand 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).

(RK Gautam)
ADG (Admin-II)

Chapter-1 – Instructions to Bidders

1. Last date and time for depositing the Bids: 14th August, 2012 BY 1500 HRS.

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

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

3. Time and date for opening of Bids : 14th August, 2012 by 1530 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: Near Reception Area, Tower-1, 2nd Floor, Jeevan Bharti Building, Connaught Place, New Delhi-110 001.

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

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

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

6. Two-Bid system: In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Financial Bid will be intimated after acceptance of the Technical Bids. Financial Bids of only those bidders will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the 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**: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Purchaser (UIDAI) in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids**: A bidder may modify or withdraw his 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 expiry of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
10. **Clarification regarding contents of the Bids**: During evaluation and comparison of bids, the Purchaser (UIDAI) may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids**: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summarily rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to quote**: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this TENDER ENQUIRY.
13. **Validity of Bids**: The Bids should remain valid for a period of **120 days** from the last date of submission of the Bids.
14. **Earnest Money Deposit**:– Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs 30,000/- (Rs. Thirty Thousand Only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Banker's Cheque from any of the public sector banks or a private sector bank authorized to conduct government business. EMD is to remain valid for a period of **Thirty**

Days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from it as called for in the contract. **EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC).** The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. The EMD shall also stand forfeited in case of successful bidder does not accept LOI or fail to undertake FMS on award by UIDAI.

Chapter-II – Conditions of Contract

The Bidder is required to give confirmation of their acceptance of the Conditions of the Tender mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. successful 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 and period 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. The contract shall initially be 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).
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 Agency (successful 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 Agency (successful bidder) or any one employed by him or acting on his behalf (whether with or without the knowledge of the Agency (successful bidder)) or the commission of any offers by the Agency (successful 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 Agency (successful bidder) and recover from the Agency (successful 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 Agency

(successful bidder). Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Agency (successful 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 Agency (successful 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 Agency (successful bidder) shall confirm and declare to the Purchaser (UIDAI) that the Agency (successful bidder) 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 Agency (successful 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 Agency (successful 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 Agency (successful 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 Agency (successful bidder) will be liable to refund that amount to the Purchaser (UIDAI). The Agency (successful bidder) will also be debarred from entering into any 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 Agency (successful 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 LIBOR 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 Agency (successful 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 Agency (successful 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)/ Agency (successful 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 Agency (successful bidder)'s failure to submit the Bonds, Guarantees and Documents, supply the 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 AGENCY (SUCCESSFUL BIDDER) as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/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 delayed Services.

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 with one month notice in advance :-

(a) The delivery of the material/services is delayed for causes not attributable to Force Majeure for more than (**02** months) after the scheduled date of delivery.

(b) The Agency (successful bidder) is declared bankrupt or becomes insolvent.

(c) The delivery of material / services is delayed due to causes of Force Majeure by more than (**03** months) provided Force Majeure clause is included in contract.

(d) The Purchaser (UIDAI) has noticed that the Agency (successful 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.

(f) The purchaser (UIDAI) is not satisfied with the performance of the Agency (successful bidders) or violation of the any of the terms and conditions of the contract.

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 Agency (successful 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 Agency (successful 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 Agency (successful 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 – The Contract is all inclusive

15. **Performance Guarantee**: The Agency (Successful 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 (ICICI Bank Ltd., Axis Bank Ltd. or HDFC Bank Ltd.) for a sum equal to 10 % of the Contract value within 30 days of signing of the contract valid for a period of 60 days beyond period of contract.

16. **Option Clause (where applicable): Not Applicable.**

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

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

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

- (a) Given the fact that the contractor is under legal obligation to pay due wages as the requirements of law, the successful bidder shall be expected to make payment to the Residents Engineers under Electronic Fund Transfer System. The Agency (successful bidder) shall pay for all legal charges/contributions to statutory authorities. Besides that the Agency (successful bidder) shall be

obliged to satisfy empowered officer about continued labour law compliance as and when required by empowered officer.

- (b) The payment to the service provider shall be made as per actual and not exceeding quoted price (supported by ECS statement duly verified by bank official). The deployment of manpower may vary as per need basis and would be assessed on dynamic basis. Monthly assessment and review shall be made.
- (c) The Agency (successful bidder) shall raise bill for the services provided for a calendar month within 7 working days of succeeding month of such services. Disputed amount or amount on which clarification is required may be held up till the time matter is sorted out. However, balance amount shall be released by due date.
- (d) Bill should be submitted to the Administration Division before 5.00 p.m. otherwise bill will be deemed to be submitted on the next working day.
- (e) Payment from UIDAI shall be made by electronic fund transfer to the Agency's account by NEFT or RTGS for which purpose Agency is required to submit their complete bank details.
- (f) It is noteworthy that while considering the attendance and availability of the Engineers, their working hours will also be considered for evaluation and non – compliance with the mentioned hours of work would be penalized.
- (g) Conveyance, per-diem, travel, lodging expenses may be reimbursed to the Agency (successful bidder) on actual basis subject to needs of UIDAI and prior approval of UIDAI before incurring such expenses. The Agency (successful bidders) shall submit bills for these expenses for reimbursement.
- (h) Penalty would be in terms of part of the salary / payment, which would be deducted and reflected in month's payment.
- (i) All liabilities such as wages, ESI, PF, Bonus and other statutory requirements of the staff on duty will be borne by Agency (successful bidder).
- (j) Bills for payment must be submitted with following documents for further processing of the bill:
 - (i) ECS Statement duly verified by the bank official for monthly salary payment in the bank account of Resident Engineers deputed to UIDAI as per schedule 18 of SOR on or before 07th of every month by the service provider (as a proof of compliance to ensure that monthly salary paid is not less than the statutory provision of minimum wages act as applicable

in Delhi for the respective category of worker, and as being charged from UIDAI, the employee shall be paid at least the quoted).

- (ii) The payment to the Agency (Successful Bidder) shall be released only after verification of the contracted service through a checking mechanism enforced by Designate Inspection Committee or Authority or any person nominated by or on behalf of the UIDAI to assess the performance of the Agency (successful bidder), both in terms of quantity and quality.
- (iii) Amount of LD / Risk Expense etc., if any, will be deducted from the billing amount.

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

21. **Paying Authority**:

(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 Agency (successful bidder) to the Paying Authority along with the bill:

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

22. **Fall clause** -

(a). The price charged for the services to be supplied under the contract by the Agency (Successful Bidder) shall in no event exceed the lowest prices at which the Agency (successful bidder) provides services or offer to provide 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 rate contract is completed.

(b). If at any time, during the said period of contract the Agency (Successful Bidder) reduces the price, or offer to supplying such 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 bidders including 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 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 Agency (successful bidder).

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 Agency (successful bidder) shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the contract – “We certify that there has been no reduction in sale price of the services of description identical to the services supplied to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organisation including the purchaser (UIDAI) or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or State Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the

contract at price lower than the price charged to the Government under the contract except for quantity of services categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -”.

23. **Risk & Expense clause** –

(a). Should the 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 services or any instalment thereof, the Purchaser (UIDAI) shall, after granting the Agency (successful 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 services or any installment thereof not performed in accordance with the specifications / parameters provided by the AGENCY (SUCCESSFUL BIDDER) during the check proof tests to be done in the PURCHASER (UIDAI)'s premises, 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). Any excess of the purchase price, cost of manufacturer, or value of any Services procured from any other Agency as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the AGENCY (SUCCESSFUL BIDDER). Such recoveries shall not exceed **10%** of the value of the contract.”

24. **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.

25. **Inspection Authority**: The mode of Inspection will be Departmental Inspection/User Inspection/Joint Inspection/Self-certification.

Chapter III – Schedule of Requirement

1. Schedule of Requirements – List of items / services required is as follows:

Name/Type of item/services/description of Services required

This document outlines the functional requirements for Facility Management Services for Computers, Servers, Peripherals, Laptops, Scanners, UPS, CVTs etc. (will be referred as 'IT equipments' henceforth) installed in the office of UIDAI located at 2nd & 9th Floor, Tower-1 and 3rd Floor, Tower-2, Jeevan Bharti Building, Connaught Circus, New Delhi-110 001. The document broadly covers the background, scope, technical specifications of the equipments from the user perspective.

2. Scope of Work of FMS

The firm is required to provide Facility Management Services for the IT equipments (as per Annexure 'E') of UIDAI HQ as under:-

- (i) The Agency (successful bidder) will depute Engineers at Unique Identification Authority of India (hereafter referred to as 'UIDAI' Headquarters, New Delh) with a minimum qualification and experience mentioned at para 18 of Schedule of Requirement.
- (ii) The Contract cost shall remain fixed even if there is an increase in the IT assets like No. of Servers and Desktops, Printers, LAN Components etc. during the contractual period.
- (iii) The Agency (successful bidder) will take the responsibility of installation of free-wares for bandwidth utilization of network (NMS) and Internet and other necessary software as and when required.
- (iv) The resident engineer will be available at UIDAI Headquarters, New Delhi during office hours on all working days and on any other day and time as and when required.
- (v) Providing emergency services as needed on a twenty-four (24) hour, seven (7) days a week basis. The response time for attending to any break down/ maintenance call shall be immediate and in no case it should not exceed one hour.
- (vi) Developing and implementing Non comprehensive facility operation and preventative maintenance plans.
- (vii) In case of hardware defects, resident engineer will have to co-ordinate with the concerned agencies with which UIDAI hardwares are under warranty or AMC. The

resident engineer shall carry out assets verification and management of new purchases as also periodically and submit a tally once in a month.

(viii) The resident engineers shall carry out asset verification and management for new purchase(s) and also submit quarterly report on all IT Equipments.

(ix) The resident engineer will be required to maintain all documentation for the system administration policy, network user policy, hardware vendors, etc. in a professional manner.

(x) The resident engineer will provide all support on software for network and server setup and ensure that antivirus software are up to date on all hardware.

(xi) The resident engineer will take care of network fine-tuning, server fine-tuning and other hardware/software troubleshooting on the server and client machine including new installation of Hardware and software if needed be.

(xii) The Agency (successful bidder) will ensure that backup technical support is provided from the backup to the resident Engineer as and when required.

(xiii) The Agency (successful bidder) except thereof shall move no equipment or part without UIDAI's written consent.

(xiv) The Agency (successful bidder) will be responsible for any consequential losses or liabilities arising out of misuse of the IT assets and their allied components owned by UIDAI by any of the following means:

- Improper use or operation outside of the specification for the product.
- Abuse, negligence, accident, loss or damage in transit.
- Unauthorized or improper maintenance or repair.

(xv) The Agency (successful bidder) will ensure that no documentation, Procedure/policies, software is sent out of UIDAI premises or misused by the resident engineer(s).

(xvi) The Agency (successful bidder) will provide all necessary and required hardware and software tools to the employee-in-residence to undertake the FMS activities.

(xvii) If any of the resident Engineers leaves the Agency (successful bidder), it will provide an acceptable replacement forthwith so as to provide UIDAI an uninterrupted services.

(xviii) UIDAI will inform the Agency (successful bidder) in writing if it is not satisfied with the performance of the resident engineer.

(xix) Both UIDAI and the Agency (successful bidder) reserve the right to cancel/terminate this contract with a minimum period of one month notice.

(xx) The agency (successful bidder) will install suitable software tool etc. for SLA monitoring.

(xxi) Analysis for understanding the UIDAI requirements for updating the existing Inventory and Assets Management Services.

(xxii) Interaction with NIC, Planning Commission with reference to Inventory and Assets Management Software.

(xxiii) Customisation, deployment and maintenance of updated solution at UIDAI Headquarters, Regional Offices and Technology Centre at Bengaluru.

(xxiv) Maintenance of the Inventory and Assets Management Software, providing both on-site and off-site support.

(xxv) Data Entry for creation and updation of database of the solution with the help of administration section of UIDAI.

(xxvi) In addition to the above, following Jobs are also required to be done by the Agency (successful bidder):-

- Desktop and Laptop system's configuration (OS) and applications like MS Office etc.
- Network support at LAN level and Symantec antivirus management at server and client level
- Wi-Fi connectivity and mobile devices (Blackberry) /Data Card configuration.
- Operational support for Printers at client and network printer/ scanner, coordination with vendors etc.
- UPS support
- Implementation of application used by PAO, DDO and their upgrades as released by NIC including server and client side
- Implementation and operational support for File-tracker s/w at HQ and Regional Offices.
- Management of Router (cisco asr 1002f) and Firewall (ASA cisco 5520) at HQ, coordination with PowerGrid, MTNL/NIC for network problems, management of manageable Switches (HP –ProCurve and CISCO 2950) etc.
- UTM for Contents filtering cisco 370 (iron port)
- Conference/ Meetings support for projectors, TVs, Laptop Presentations and management of AV devices.

- Management of SSL VPN at firewall level
- VPN support for Quality Control of Enrolment packets/ data upload for CIDR.
- Establishment of network for NOC connecting GNDC, fibre connectivity with Airtel and Reliance.
- EPM portal (SharePoint)
- K M portal
- Domain and AD Server
- Database installation – SQL Server, Oracle

Further to the above, the services of FMS was also utilised to :

- Reinstall desktops and printers etc.
- Implementation of Finance Management System at HQ and Regional Offices.

The AD Hoc requirements not listed above ,but of the same nature may also come and must be undertaken by the FMS.

(xxvii) The Agency (successful bidder) shall maintain detailed configuration of all equipments in order to enable easy problem isolation & trouble shooting to speedily resolve the faults. The Agency (successful bidder) should also identify the machines by pasting proper stickers on the equipments being maintained by him for ease of identification mentioning the name/number of the items, IP address, location etc. The scope of work contains the following for all items / services under FMS :-

- **Breakdown maintenance**

- The breakdown maintenance services include basic maintenance services to be provided by the Agency (successful bidder) to rectify the fault or breakdown including carrying out necessary repairs and replacement of faulty & defective parts to the satisfaction of the user on liaison with the Agency in r/o its equipments under warranty.

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

- The Agency (successful bidder) shall intimate the status of complaints pending / rectified on a fortnightly basis. The Agency (successful bidder) shall also submit a consolidated report furnishing the

details of calls attended, remedial action taken and their status on a monthly basis.

- Availability of all standard software / drivers
- Replacement / installation of consumable items / spare parts/ antivirus and other software's provided by UIDAI
- Maintaining and timely disposal of calls received from users.
- Help Desks for lodging complaints.

3. **Technical Details/Bid**

The Agency (successful bidder) has to perform the following jobs to the full satisfaction of the users:-

- (a) Depute qualified Resident Engineers at site from 0830 hrs to 1830 hrs from Monday to Friday. In exceptional circumstances the services could be demanded beyond time and days stipulated. List of engineers to be deputed alongwith their qualification & experience must be enclosed with the technical bid.
- (b) Submit fortnightly call reports indicating daily calls and action taken/pending report. for all departments.
- (d) Fault isolation and troubleshooting.
- (e) Co-ordination and liaison with external vendors/agencies, wherever required, to resolve the issues faster.

4. **Structure of FMS**

The following support personnel/organization of the Agency (successful bidder) will be responsible for smooth and efficient running of the "Service Support Arrangement" for UIDAI.

(a) **Supervisor / Service Engineers**

These Resident Engineers will form part of the Help Desk Centre.

(b) **Specialist Engineers**

They will be based in Agency (successful bidders) office in Delhi.

5. **Supervisor / Service Engineers**

The duties and responsibilities of the above mentioned Agency (Successful Bidder)/Resident Engineers are enumerated as under:-

- (a) Will be available during business hours i.e. 0830 – 1830 Hrs. Monday to Friday.
- (b) The service engineers will normally operate from Help Desk Centres. At least one Service Engineer with prescribed qualification and experience mentioned at para 18 of Schedule of Requirement shall be available at Help Desk. List of engineers to be deputed alongwith their qualification & experience must be enclosed with the technical bid.
- (c) During working hours, the response time will be as per the 'Service Level Commitment' detailed in the succeeding paragraphs.

6. The Supervisor / Service Engineer shall draw additional resources from the 'Specialist Engineer' of the Agency (successful bidder) to resolve critical problems on as required basis.

7. **Specialist Engineers** will be based in the Agency (successful bidder) office at Delhi. These engineers are to be specialized in the field of providing maintenance support to IT Equipments. Their responsibilities shall include the following:-

- (a) Technical support to the Supervisor /Service Engineers positioned onsite.
- (b) Escalation of unresolved problems, IOS up-gradation, plugging of OS, vulnerabilities etc.
- (c) Seeking the advice of OEMs on as required basis.

8. **Help Desk Center (HDC)** The Agency (successful bidder) will establish Help Desk Centre at UIDAI HQ at a designated place which will be functional from 0830 to 1730 hrs on all working days and maintain updated record of personnel as per **Annexure I** with UIDAI. The following necessary infrastructure will be positioned by the Agency (successful bidder) at the HDC :-

- (a) Support / Service Engineers with transport and mobile facility.
- (b) Functional PC/ accessories with inventory management and computerized database of the company to record all defects.
- (c) Office infrastructure including furniture, stationery etc.
- (d) One call coordinator to log the calls.

9. **Functions of the HDC** During the working hours, the call will be logged at the Help Desk Centre.

10. The Help Desk Centre will track the calls logged and updates will be provided to the user on the actions taken and the status of the calls. It shall also escalate in case of hold – ups in resolving the issue.

11. Help Desk Centre shall also be responsible for scheduling and monitoring the Preventive Maintenance and Breakdown Maintenance.

12. In case the Agency (successful bidder) is not able to meet the desired service level, a penalty as **specified in para 8 of Chapter–II** will be imposed and such penalty amounts will be deducted from the monthly payment on monthly basis. The penalty would be levied as per logs maintained by HDC/Users.

13. **Support Mechanism**

The Agency (successful bidder) shall have extensive maintenance support in liaisoning with the OEM in r/o all IT Equipments under warranty.

14. **Call logging, attendance and call closure at Help Desk Counter (HDC):-**

The flowing procedure shall be followed during the support period for logging calls, their attendance and closure:-

S. No.	Title	Amplifying Notes
(a)	Call Logging & Call Attendance	i) During normal working hours, users shall log all the defects at the respective Help Desk Centre. The Help Desk Centre will log the call. ii) Help Desk Centre will allocate requisite man and material resources from the respective support location for rectification of defects. The reporting location will be intimated on assigned call and expected time of arrival of Engineer over an e- mail or through Telephone. iii) For further follow up, the user can get in touch with the Help Desk Centre. iv) Help Desk Centre will organize the additional resources like assistance from

		<p>specialist engineer, spare parts to be moved or any other resources that may be required to close the call.</p> <p>v) Help Desk Centre will keep progressive update of the call and track the call to closure.</p>
(b)	Call Closure	<p>i) After attending the call, the engineer shall fill up the call report and get it signed by the user.</p> <p>ii) The Agency (successful bidder) engineer will update call status to the Help Desk Center for status update and subsequent call closures.</p> <p>iii) Admin Division shall be provided 'Defect Book" and shall record the time of logging the call and its closure. The data contained in these books shall be used to work out the response time and call closure time to review the quality of service provided by the support plan</p>

15. The bidder is also required to submit a certificate, along with its Technical bid, indicating that its representative has already inspected all IT Equipments installed in UIDAI HQ office.

16. **Customer's Obligations**

The Customer's obligation would be limited to the following:-

- (a) Provide a telephone line (fixed line) near the equipment rack for remote trouble-shooting on as required basis.
- (b) Provide access to places where the equipment is located, by means of providing security pass authorizing Agency's (successful bidder) to work on all days excluding Sunday and Holidays, for attending calls
- (c) Provide the engineer full access to the equipments.

- (d) Maintain a log of system usage/ performance and make the same available to the Agency (successful bidder) on request.
- (e) Ensure that media and supplies used meet the OEM specifications
- (f) Hand over the failed parts immediately after replacement with good ones except HDD/storage device.
- (g) Signing of the call reports after the call is attended.

17. **Exclusions**

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

- (a) Fire, floods, windstorm, riots, strikes, acts of god, acts of the state or acts of the public enemy or any event beyond the control of the Agency (successful bidder).
- (b) Attachment of non-vendor equipment or alteration of the equipment.
- (c) Causes external to the equipment that is not supplied by the Agency (successful bidder).

18. The Agency will provide manpower of three resident Engineers with qualification and experience as under:-

- (a) **Supervisor Engineer** : (01 No.) He should be BE/B.Tech or equivalent in relevant stream from a AICTE approved University/Institution and possessing at least five years post qualification experience in similar areas of working in Govt. /Semi Govt./PSU/Autonomous Bodies of Centre/State Govt. He shall be incharge of overall of FMS.
- (b) **Service Engineer** : (02 Nos.) Service Engineers should possess at least Diploma in Engineering or equivalent qualification from AICTE approved University/Institution in relevant stream and possessing at least three years post qualification experience in Software/Hardware and Networking in Govt. /Semi Govt./PSU/Autonomous Bodies of Centre/State Govt.They should be fully well versed and capable of meeting requirements of UIDAI as per SOR.
- (c) **Specialist Engineers** will be based in the Agency (successful bidder) office at Delhi. These engineers are to be specialized in the field of providing maintenance support to IT Equipments. Their responsibilities shall include the following:-

- Technical support to the service/ engineers positioned onsite.

- Escalation of unresolved problems, IOS up-gradation, plugging of OS, vulnerabilities etc.
- Seeking the advice of OEMs on as required basis.

19. Before submitting their bid proposals, bidders shall carefully examine the site of the work and IT equipments installed therein to familiarise themselves with the site conditions which exist regarding present work to be executed, materials to be matched, precautions required, working space available and other conditions necessary to the making of the intelligent bids.

Annexure I

(Refers to Para 9 of Part II of TENDER ENQUIRY)

Support Location of Agency (successful bidder)

Sr. No.	Help Desk Center	Engineer name & Contact Details	Check-in	Check-out

Chapter- IV – Specifications and Allied Technical Details

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

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

(b) The bidder shall have necessary infrastructure/tie up for the training of employees for Facility Management Services and enough manpower to cater to any additional need of this office on short notice (any increase in required manpower, duly paid), if any such need arises during the period of the contract.

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

(d) The bidder must have successfully executed similar nature of contract (viz. FMS of IT Equipments) to Govt. organizations with consolidated value of the contract not less than **Rs 10 Lakhs** during last three financial years.

(e) As documentary evidence of the eligibility criteria mentioned in sub-para (c) & (d) above, copies of supply orders alongwith satisfactory contract / order execution report(s) issued by the concerned organization should be enclosed by the bidder with the Technical-Bid.

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

(g) The Bidder shall have necessary licenses/ authorizations for providing Facility Management Services of IT Equipments and/or obtain the same at its costs and expenses as and when required.

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

2. Technical bid format is placed at **Appendix ‘D’** to this Tender Enquiry.

Chapter - V – Evaluation Criteria & Price Bid issues

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

a. Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the 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 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. 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 Financial Bid Format given in Appendix 'C'. The consideration of taxes and duties in evaluation process will be based on all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Purchaser (UIDAI) would be the deciding factor for ranking of Bids.

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

e. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

f. 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 Successful Bidder is not in a position to provide service in full in stipulation time.

2. A para-wise compliance matrix for all features listed in the tender is to be given. The format for the same is placed at **Appendix -A**. If any feature cannot be complied with, the same needs to be brought out by the Agency (successful bidder) providing detailed justification.

4. **Financial Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

Appendix 'A'**COMPLIANCE MATRIX BY THE AGENCY (SUCCESSFUL BIDDER)**

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

<u>Ser No</u>	<u>Clause</u>	<u>Compliance</u>	<u>Yes/No</u>
01	Para 7 Chapter I of TENDER ENQUIRY. Documentary proof of VAT/CST Registration, TIN No or any other registration by any government organisation mandatory for executing the contract should be enclosed.	Self-attested documentary proof attached	If No, reasons for non compliance
02	Para 14 Chapter I of TENDER ENQUIRY – EMD In case Agency (successful bidder) is registered with DGS&D, NSIC or any other govt organisation, please enclose self-attested copy of valid registration certification	Enclosed in Original.	If No, reasons for non compliance
03	Chapter- II of TENDER ENQUIRY Confirmation to all technical specifications and requirements as per Chapter II of TENDER ENQUIRY.	Please specify variations if any clearly in the technical bid in case of two bid system and in commercial bid in case of single bid.	If No, reasons for non compliance

04	<p>Chapter- III of TENDER ENQUIRY</p> <p>Confirmation to all technical specifications and requirements as per Chapter III of TENDER ENQUIRY.</p>	<p>Please specify variations if any clearly in the technical bid in case of two bid system and in commercial bid in case of single bid.</p>	<p>If No, reasons for non compliance</p>
05	<p>Chapter- IV of TENDER ENQUIRY</p> <p>Confirmation to all Specification and Allied Technical Details requirements as per Chapter IV of TENDER ENQUIRY.</p>	<p>Please specify variations if any clearly in the technical bid in case of two bid system and in commercial bid in case of single bid.</p>	<p>If No, reasons for non compliance</p>

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Signature of Bidder

CERTIFICATE OF FALL CLAUSE

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

"I / We certify that there has been no reduction in sale price of the services of description identical to the services supplied to the Government under the contract herein and such 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.

Office Stamp

Signature of Bidder

Appendix `C`**FORMAT FOR FINANCIAL BID**

SNo.	Description of Services	Charges Per Month (All Inclusive)
(A)	Facility Management Services of IT Equipments installed at UIDAI HQ. (with provision of manpower mentioned at per para 18 of Chapter III-Schedule of Requirement of this Tender Enquiry)	

Office Stamp**Signature of Bidder**

APPENDIX 'D'**FORMAT FOR SUBMISSION OF TECHNICAL BID****(In sealed Cover-1 super scribed '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.	Name & Address of the Tenderer Organisation / Agency with phone number, email ID and name and telephone/mobile number of contract person		The requisite information shall be submitting on a agencies letter head, duly signed by the authorised representative of the agency concerned.	
2.	Power of Attorney /authorisation for signing the bid documents.		Enclosed in Original.	
3.	The bidder must be in the business of providing Facility Management Services for the period of at least last 5 years in Govt./Semi Govt/PSU organizations.		Proof of successful execution along-with certified copies of the Award of Work/Agreement to be enclosed.	
4	The bidder shall have necessary infrastructure/tie up for the training of employees for Facility Management Services and enough manpower to cater to any additional need of this office on short notice (any increase in required manpower, duly paid), if any such need arises during the period of the contract.		A Certificate to this effect that the agency has a necessary infrastructure /tie up for the training of employees for FMS	

5	Average annual financial turnover during the last three years, ending 31 st March of the previous financial year from the date of opening of technical-bid, should not be less than Rs. 25 Lakhs .	enclosed	Copies of Rate Contracts / supply orders alongwith satisfactory contract / order execution report(s) issued by the concerned organization should be.	
6	The firm must have successfully executed similar nature of contract (viz. FMS of IT Equipments) to Govt. organizations with consolidated value of the contract not less than Rs 10 Lakhs during last three financial years.		As documentary evidence of the eligibility criteria mentioned at serial 4, copies of Rate Contracts / supply orders alongwith satisfactory contract / order execution report(s) issued by the concerned organization should be enclosed.	
7	Bidder must possess valid PAN Card in favour of bidding Agency.		A copy of the PAN Card should be enclosed.	
8	The Bidder must undertake to provide requisite manpower with desired qualifications as per para 18 of SOR and experience as per the requirement of UIDAI as may be required from time to time.		A certificate to this effect may furnish alongwith the Technical Bid.	
9	Details of Earnest Money Deposit (EMD) as per details given in para 14 of Part-I of RFP/TE. (Indicate DD/Pay Order No., amount, date of issue and issuing Bank/Branch).		EMD to be submitted in original.	

8	Detail of Tender fees		Indicate DD/Pay Order No., amount, date of issue and issuing Bank/Branch.	
9	List of Engineers with qualification and experience to be provided as Resident Engineers and Specialist Engineers		Detail is to be enclosed alongwith the Technical Bid.	
10	Acceptance of All Terms & Conditions of the Tender Enquiry.		N/A	

Declaration by the Tenderer:-

1.	This is to certify that I/We before signing the this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.
2.	It is certified that I have inspected the entire IT Equipments installed in UIDAI HQ Building before bidding.
3.	It is further certified that our firm neither been black listed or penalised by any of the Govt. Ministries /Departments / PSU during the last five years.

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Signature of Bidder

APPENDIX 'D'**LIST OF IT EQUIPMENTS INSTALLED IN UIDAI HQ**

SNo.	Description of IT Equipment	Qty
1	Desktop PCs (HP, HCL)	165
2	FAX (Canon)	03
3	Firewall (CISCO)	01
4	Iron Port (CISCO)	01
5	Laptop (Dell, HP, Apple)	87
6	LCD (LG, Samsung, Sony)	20
7	LCD Monitor	168
8	Printers (HP, Canon)	80
9	Rack (HP, President)	02
10	Scanner (HP)	10
11	Server (HCL, HP)	09
12	Wireless Router (CISCO, Belkin)	03
13	Photocopier (Canon, Xerox)	05
14	Switch (CISCO, D-Link)	24
15	Router (CISCO)	03
16	On Line UPS	05
17	VC Equipment (Trend Berg)	11
18	Projector (Sony)	02
19	Amplipher (Sony)	02

CHAPTER-VI**MEMORANDUM OF ASSOCIATION FOR PROVIDING FACILITY
MANAGEMENT SERVICES FOR THE OFFICE OF UIDAI HQ, PLANNING
COMMISSION, NEW DELHI.****No. G-14011/12/10-UIDAI dt. Aug, 2012**

This memorandum of agreement is executed at New Delhi on ____ Dec, 11 between Office of the Director General, Unique Identification Authority of India, New Delhi, on behalf of President of India, through its Asst. Director General (hereinafter referred to as "UIDAI) which expression, unless excluded by or repugnant to the context or meaning thereof , shall mean and include its successors in interest or business and permit assigns of the first part and

2. M/s _____, having its registered office at _____ through its _____ (hereinafter referred to as "THE AGENCY") which expression unless excluded by or repugnant to the context or meaning thereof, shall mean and include its successors in interest and assigns, or the other part.

Chapter-II – Conditions of Contract

The Bidder is required to give confirmation of their acceptance of the Conditions of the Tender mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. successful 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 and period 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. The contract shall initially be 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).
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 Agency (successful 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 Agency (successful bidder) or any one employed by him or acting on his behalf (whether with or without the knowledge of the Agency (successful bidder)) or the commission of any offers by the Agency (successful 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 Agency (successful bidder) and recover from the Agency (successful 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 Agency (successful bidder). Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Agency (successful 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 Agency (successful 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 Agency (successful bidder) shall confirm and declare to the Purchaser (UIDAI) that the Agency (successful bidder) 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 Agency (successful 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 Agency (successful 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 Agency (successful 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 Agency (successful bidder) will be liable to refund that amount to the Purchaser (UIDAI). The Agency (successful bidder) will also be debarred from entering into any 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 Agency (successful 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 LIBOR 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 Agency (successful 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 Agency (successful 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)/ Agency (successful 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 Agency (successful bidder)'s failure to submit the Bonds, Guarantees and Documents, supply the 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 AGENCY (SUCCESSFUL BIDDER) as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/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 delayed Services.

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 with one month notice in advance :-

- (a) The delivery of the material/services is delayed for causes not attributable to Force Majeure for more than (**02** months) after the scheduled date of delivery.
- (b) The Agency (successful bidder) is declared bankrupt or becomes insolvent.
- (c) The delivery of material / services is delayed due to causes of Force Majeure by more than (**03** months) provided Force Majeure clause is included in contract.
- (d) The Purchaser (UIDAI) has noticed that the Agency (successful 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.
- (f) The purchaser (UIDAI) is not satisfied with the performance of the Agency (successful bidders) or violation of the any of the terms and conditions of the contract.

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 Agency (successful 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 Agency (successful 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 Agency (successful 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 – The Contract is all inclusive**

15. **Performance Guarantee**: The Agency (Successful 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 (ICICI Bank Ltd., Axis Bank Ltd. or HDFC Bank Ltd.) for a sum equal to 10 % of the Contract value within 30 days of signing of the contract valid for a period of 60 days beyond period of contract.

16. **Option Clause (where applicable): Not Applicable.**

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

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

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

- (a) Given the fact that the contractor is under legal obligation to pay due wages as the requirements of law, the successful bidder shall be expected to make

payment to the Residents Engineers under Electronic Fund Transfer System. The Agency (successful bidder) shall pay for all legal charges/contributions to statutory authorities. Besides that the Agency (successful bidder) shall be obliged to satisfy empowered officer about continued labour law compliance as and when required by empowered officer.

- (b) The payment to the service provider shall be made as per actual and not exceeding quoted price (supported by ECS statement duly verified by bank official). The deployment of manpower may vary as per need basis and would be assessed on dynamic basis. Monthly assessment and review shall be made.
- (c) The Agency (successful bidder) shall raise bill for the services provided for a calendar month within 7 working days of succeeding month of such services. Disputed amount or amount on which clarification is required may be held up till the time matter is sorted out. However, balance amount shall be released by due date.
- (d) Bill should be submitted to the Administration Division before 5.00 p.m. otherwise bill will be deemed to be submitted on the next working day.
- (e) Payment from UIDAI shall be made by electronic fund transfer to the Agency's account by NEFT or RTGS for which purpose Agency is required to submit their complete bank details.
- (f) It is noteworthy that while considering the attendance and availability of the Engineers, their working hours will also be considered for evaluation and non – compliance with the mentioned hours of work would be penalized.
- (g) Conveyance, per-diem, travel, lodging expenses may be reimbursed to the Agency (successful bidder) on actual basis subject to needs of UIDAI and prior approval of UIDAI before incurring such expenses. The Agency (successful bidders) shall submit bills for these expenses for reimbursement.
- (h) Penalty would be in terms of part of the salary / payment, which would be deducted and reflected in month's payment.
- (ii) All liabilities such as wages, ESI, PF, Bonus and other statutory requirements of the staff on duty will be borne by Agency (successful bidder).
- (k) Bills for payment must be submitted with following documents for further processing of the bill:
 - (iv) ECS Statement duly verified by the bank official for monthly salary payment in the bank account of Resident Engineers deputed to UIDAI as per schedule 18 of SOR on or before 07th of every month by the service

provider (as a proof of compliance to ensure that monthly salary paid is not less than the statutory provision of minimum wages act as applicable in Delhi for the respective category of worker, and as being charged from UIDAI, the employee shall be paid at least the quoted).

- (v) The payment to the Agency (Successful Bidder) shall be released only after verification of the contracted service through a checking mechanism enforced by Designate Inspection Committee or Authority or any person nominated by or on behalf of the UIDAI to assess the performance of the Agency (successful bidder), both in terms of quantity and quality.
- (vi) Amount of LD / Risk Expense etc., if any, will be deducted from the billing amount.

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

21. **Paying Authority:**

(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 Agency (successful bidder) to the Paying Authority along with the bill:

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

22. **Fall clause -**

(a). The price charged for the services to be supplied under the contract by the Agency (Successful Bidder) shall in no event exceed the lowest prices at which the Agency (successful bidder) provides services or offer to provide 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 rate contract is completed.

(b). If at any time, during the said period of contract the Agency (Successful Bidder) reduces the price, or offer to supplying such 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 bidders including 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 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 Agency (successful bidder).

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 Agency (successful bidder) shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the contract – “We certify that there has been no reduction in sale price of the services of description identical to the services supplied to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organisation including the purchaser (UIDAI) or any department of Central Government or any Department of a state Government or any Statutory Undertaking

of the Central or State Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the contract at price lower than the price charged to the Government under the contract except for quantity of services categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -”.

23. **Risk & Expense clause** –

(a). Should the 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 services or any instalment thereof, the Purchaser (UIDAI) shall, after granting the Agency (successful 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 services or any installment thereof not performed in accordance with the specifications / parameters provided by the AGENCY (SUCCESSFUL BIDDER) during the check proof tests to be done in the PURCHASER (UIDAI)’s premises, 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). Any excess of the purchase price, cost of manufacturer, or value of any Services procured from any other Agency as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the AGENCY (SUCCESSFUL BIDDER). Such recoveries shall not exceed **10%** of the value of the contract.”

24. **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.

25. **Inspection Authority**: The mode of Inspection will be Departmental Inspection/User Inspection/Joint Inspection/Self-certification.

Chapter III – Schedule of Requirement

1. Schedule of Requirements – List of items / services required is as follows:

Name/Type of item/services/description of Services required

This document outlines the functional requirements for Facility Management Services for Computers, Servers, Peripherals, Laptops, Scanners, UPS, CVTs etc. (will be referred as 'IT equipments' henceforth) installed in the office of UIDAI located at 2nd & 9th Floor, Tower-1 and 3rd Floor, Tower-2, Jeevan Bharti Building, Connaught Circus, New Delhi-110 001. The document broadly covers the background, scope, technical specifications of the equipments from the user perspective.

2. Scope of Work of FMS

The firm is required to provide Facility Management Services for the IT equipments (as per Annexure 'E') of UIDAI HQ as under:-

(xxviii) The Agency (successful bidder) will depute Engineers at Unique Identification Authority of India (hereafter referred to as 'UIDAI' Headquarters, New Delh) with a minimum qualification and experience mentioned at para 18 of Schedule of Requirement.

(xxix) The Contract cost shall remain fixed even if there is an increase in the IT assets like No. of Servers and Desktops, Printers, LAN Components etc. during the contractual period.

(xxx) The Agency (successful bidder) will take the responsibility of installation of free-wares for bandwidth utilization of network (NMS) and Internet and other necessary software as and when required.

(xxxi) The resident engineer will be available at UIDAI Headquarters, New Delhi during office hours on all working days and on any other day and time as and when required.

(xxxii) Providing emergency services as needed on a twenty-four (24) hour, seven (7) days a week basis. The response time for attending to any break down/ maintenance call shall be immediate and in no case it should not exceed one hour.

(xxxiii) Developing and implementing Non comprehensive facility operation and preventative maintenance plans.

(xxxiv) In case of hardware defects, resident engineer will have to co-ordinate with the concerned agencies with which UIDAI hardwares are under warranty or AMC. The resident engineer shall carry out assets verification and management of new purchases as also periodically and submit a tally once in a month.

(xxxv) The resident engineers shall carry out asset verification and management for new purchase(s) and also submit quarterly report on all IT Equipments.

(xxxvi) The resident engineer will be required to maintain all documentation for the system administration policy, network user policy, hardware vendors, etc. in a professional manner.

(xxxvii) The resident engineer will provide all support on software for network and server setup and ensure that antivirus software are up to date on all hardware.

(xxxviii) The resident engineer will take care of network fine-tuning, server fine-tuning and other hardware/software troubleshooting on the server and client machine including new installation of Hardware and software if needed be.

(xxxix) The Agency (successful bidder) will ensure that backup technical support is provided from the backup to the resident Engineer as and when required.

(xl) The Agency (successful bidder) except thereof shall move no equipment or part without UIDAI's written consent.

(xli) The Agency (successful bidder) will be responsible for any consequential losses or liabilities arising out of misuse of the IT assets and their allied components owned by UIDAI by any of the following means:

- Improper use or operation outside of the specification for the product.
- Abuse, negligence, accident, loss or damage in transit.
- Unauthorized or improper maintenance or repair.

(xlii) The Agency (successful bidder) will ensure that no documentation, Procedure/policies, software is sent out of UIDAI premises or misused by the resident engineer(s).

(xliii) The Agency (successful bidder) will provide all necessary and required hardware and software tools to the employee-in-residence to undertake the FMS activities.

(xliv) If any of the resident Engineers leaves the Agency (successful bidder), it will provide an acceptable replacement forthwith so as to provide UIDAI an uninterrupted services.

(xliv) UIDAI will inform the Agency (successful bidder) in writing if it is not satisfied with the performance of the resident engineer.

(xlvi) Both UIDAI and the Agency (successful bidder) reserve the right to cancel/terminate this contract with a minimum period of one month notice.

(xlvii) The agency (successful bidder) will install suitable software tool etc. for SLA monitoring.

(xlviii) Analysis for understanding the UIDAI requirements for updating the existing Inventory and Assets Management Services.

(xlix) Interaction with NIC, Planning Commission with reference to Inventory and Assets Management Software.

(l) Customisation, deployment and maintenance of updated solution at UIDAI Headquarters, Regional Offices and Technology Centre at Bengaluru.

(li) Maintenance of the Inventory and Assets Management Software, providing both on-site and off-site support.

(lii) Data Entry for creation and updation of database of the solution with the help of administration section of UIDAI.

(liii) In addition to the above, following Jobs are also required to be done by the Agency (successful bidder):-

- Desktop and Laptop system's configuration (OS) and applications like MS Office etc.
- Network support at LAN level and Symantec antivirus management at server and client level
- Wi-Fi connectivity and mobile devices (Blackberry) /Data Card configuration.
- Operational support for Printers at client and network printer/ scanner, coordination with vendors etc.
- UPS support
- Implementation of application used by PAO, DDO and their upgrades as released by NIC including server and client side
- Implementation and operational support for File-tracker s/w at HQ and Regional Offices.
- Management of Router (cisco asr 1002f) and Firewall (ASA cisco 5520) at HQ, coordination with PowerGrid, MTNL/NIC for network problems, management of manageable Switches (HP –ProCurve and CISCO 2950) etc.
- UTM for Contents filtering cisco 370 (iron port)

- Conference/ Meetings support for projectors, TVs, Laptop Presentations and management of AV devices.
- Management of SSL VPN at firewall level
- VPN support for Quality Control of Enrolment packets/ data upload for CIDR.
- Establishment of network for NOC connecting GNDC, fibre connectivity with Airtel and Reliance.
- EPM portal (SharePoint)
- K M portal
- Domain and AD Server
- Database installation – SQL Server, Oracle

Further to the above, the services of FMS was also utilised to :

- Reinstall desktops and printers etc.
- Implementation of Finance Management System at HQ and Regional Offices.

The AD Hoc requirements not listed above ,but of the same nature may also come and must be undertaken by the FMS.

(liv) The Agency (successful bidder) shall maintain detailed configuration of all equipments in order to enable easy problem isolation & trouble shooting to speedily resolve the faults. The Agency (successful bidder) should also identify the machines by pasting proper stickers on the equipments being maintained by him for ease of identification mentioning the name/number of the items, IP address, location etc. The scope of work contains the following for all items / services under FMS :-

- **Breakdown maintenance**

- The breakdown maintenance services include basic maintenance services to be provided by the Agency (successful bidder) to rectify the fault or breakdown including carrying out necessary repairs and replacement of faulty & defective parts to the satisfaction of the user on liaison with the Agency in r/o its equipments under warranty.

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

- The Agency (successful bidder) shall intimate the status of complaints pending / rectified on a fortnightly basis. The Agency (successful bidder) shall also submit a consolidated report furnishing the

details of calls attended, remedial action taken and their status on a monthly basis.

- Availability of all standard software / drivers
- Replacement / installation of consumable items / spare parts/ antivirus and other software's provided by UIDAI
- Maintaining and timely disposal of calls received from users.
- Help Desks for lodging complaints.

3. **Technical Details/Bid**

The Agency (successful bidder) has to perform the following jobs to the full satisfaction of the users:-

- (a) Depute qualified Resident Engineers at site from 0830 hrs to 1830 hrs from Monday to Friday. In exceptional circumstances the services could be demanded beyond time and days stipulated. List of engineers to be deputed alongwith their qualification & experience must be enclosed with the technical bid.
- (b) Submit fortnightly call reports indicating daily calls and action taken/pending report. for all departments.
- (d) Fault isolation and troubleshooting.
- (e) Co-ordination and liaison with external vendors/agencies, wherever required, to resolve the issues faster.

4. **Structure of FMS**

The following support personnel/organization of the Agency (successful bidder) will be responsible for smooth and efficient running of the "Service Support Arrangement" for UIDAI.

(a) **Supervisor / Service Engineers**

These Resident Engineers will form part of the Help Desk Centre.

(c) **Specialist Engineers**

They will be based in Agency (successful bidders) office in Delhi.

5. **Supervisor / Service Engineers**

The duties and responsibilities of the above mentioned Agency (Successful Bidder)/Resident Engineers are enumerated as under:-

- (a) Will be available during business hours i.e. 0830 – 1830 Hrs. Monday to Friday.
- (b) The service engineers will normally operate from Help Desk Centres. At least one Service Engineer with prescribed qualification and experience mentioned at para 18 of Schedule of Requirement shall be available at Help Desk. List of engineers to be deputed alongwith their qualification & experience must be enclosed with the technical bid.
- (c) During working hours, the response time will be as per the 'Service Level Commitment' detailed in the succeeding paragraphs.

6. The Supervisor / Service Engineer shall draw additional resources from the 'Specialist Engineer' of the Agency (successful bidder) to resolve critical problems on as required basis.

7. **Specialist Engineers** will be based in the Agency (successful bidder) office at Delhi. These engineers are to be specialized in the field of providing maintenance support to IT Equipments. Their responsibilities shall include the following:-

- (a) Technical support to the Supervisor /Service Engineers positioned onsite.
- (b) Escalation of unresolved problems, IOS up-gradation, plugging of OS, vulnerabilities etc.
- (c) Seeking the advice of OEMs on as required basis.

8. **Help Desk Center (HDC)** The Agency (successful bidder) will establish Help Desk Center at UIDAI HQ at a designated place which will be functional from 0830 to 1730 hrs on all working days and maintain updated record of personnel as per **Annexure I** with UIDAI. The following necessary infrastructure will be positioned by the Agency (successful bidder) at the HDC :-

- (a) Support / Service Engineers with transport and mobile facility.
- (b) Functional PC/ accessories with inventory management and computerized database of the company to record all defects.
- (c) Office infrastructure including furniture, stationery etc.
- (d) One call coordinator to log the calls.

9. **Functions of the HDC** During the working hours, the call will be logged at the Help Desk Centre.

10. The Help Desk Centre will track the calls logged and updates will be provided to the user on the actions taken and the status of the calls. It shall also escalate in case of hold – ups in resolving the issue.

11. Help Desk Centre shall also be responsible for scheduling and monitoring the Preventive Maintenance and Breakdown Maintenance.

12. In case the Agency (successful bidder) is not able to meet the desired service level, a penalty as **specified in para 8 of Chapter–II** will be imposed and such penalty amounts will be deducted from the monthly payment on monthly basis. The penalty would be levied as per logs maintained by HDC/Users.

13. **Support Mechanism**

The Agency (successful bidder) shall have extensive maintenance support in liaisoning with the OEM in r/o all IT Equipments under warranty.

14. **Call logging, attendance and call closure at Help Desk Counter (HDC):-**

The flowing procedure shall be followed during the support period for logging calls, their attendance and closure:-

S. No.	Title	Amplifying Notes
(a)	Call Logging & Call Attendance	i) During normal working hours, users shall log all the defects at the respective Help Desk Centre. The Help Desk Centre will log the call. ii) Help Desk Centre will allocate requisite man and material resources from the respective support location for rectification of defects. The reporting location will be intimated on assigned call and expected time of arrival of Engineer over an e- mail or through Telephone. iii) For further follow up, the user can get in touch with the Help Desk Centre. iv) Help Desk Centre will organize the additional resources like assistance from

		<p>specialist engineer, spare parts to be moved or any other resources that may be required to close the call.</p> <p>v) Help Desk Centre will keep progressive update of the call and track the call to closure.</p>
(b)	Call Closure	<p>i) After attending the call, the engineer shall fill up the call report and get it signed by the user.</p> <p>ii) The Agency (successful bidder) engineer will update call status to the Help Desk Center for status update and subsequent call closures.</p> <p>iii) Admin Division shall be provided 'Defect Book" and shall record the time of logging the call and its closure. The data contained in these books shall be used to work out the response time and call closure time to review the quality of service provided by the support plan</p>

15. The bidder is also required to submit a certificate, along with its Technical bid, indicating that its representative has already inspected all IT Equipments installed in UIDAI HQ office.

16. **Customer's Obligations**

The Customer's obligation would be limited to the following:-

- (a) Provide a telephone line (fixed line) near the equipment rack for remote trouble-shooting on as required basis.
- (b) Provide access to places where the equipment is located, by means of providing security pass authorizing Agency's (successful bidder) to work on all days excluding Sunday and Holidays, for attending calls
- (c) Provide the engineer full access to the equipments.

- (d) Maintain a log of system usage/ performance and make the same available to the Agency (successful bidder) on request.
- (e) Ensure that media and supplies used meet the OEM specifications
- (f) Hand over the failed parts immediately after replacement with good ones except HDD/storage device.
- (g) Signing of the call reports after the call is attended.

17. **Exclusions**

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

- (a) Fire, floods, windstorm, riots, strikes, acts of god, acts of the state or acts of the public enemy or any event beyond the control of the Agency (successful bidder).
- (b) Attachment of non-vendor equipment or alteration of the equipment.
- (c) Causes external to the equipment that is not supplied by the Agency (successful bidder).

18. The Agency will provide manpower of three resident Engineers with qualification and experience as under:-

- (a) **Supervisor Engineer** : (01 No.) He should be BE/B.Tech or equivalent in relevant stream from a AICTE approved University/Institution and possessing at least five years post qualification experience in similar areas of working in Govt. /Semi Govt./PSU/Autonomous Bodies of Centre/State Govt. He shall be incharge of overall of FMS.
- (b) **Service Engineer** : (02 Nos.) Service Engineers should possess at least Diploma in Engineering or equivalent qualification from AICTE approved University/Institution in relevant stream and possessing at least three years post qualification experience in Software/Hardware and Networking in Govt. /Semi Govt./PSU/Autonomous Bodies of Centre/State Govt.They should be fully well versed and capable of meeting requirements of UIDAI as per SOR.
- (c) **Specialist Engineers** will be based in the Agency (successful bidder) office at Delhi. These engineers are to be specialized in the field of providing maintenance support to IT Equipments. Their responsibilities shall include the following:-

- Technical support to the service/ engineers positioned onsite.

- Escalation of unresolved problems, IOS up-gradation, plugging of OS, vulnerabilities etc.
- Seeking the advice of OEMs on as required basis.

19. Before submitting their bid proposals, bidders shall carefully examine the site of the work and IT equipments installed therein to familiarise themselves with the site conditions which exist regarding present work to be executed, materials to be matched, precautions required, working space available and other conditions necessary to the making of the intelligent bids.

Annexure I

(Refers to Para 9 of Part II of TENDER ENQUIRY)

Support Location of Agency (successful bidder)

Sr. No.	Help Desk Center	Engineer name & Contact Details	Check-in	Check-out

APPENDIX 'A'**LIST OF IT EQUIPMENTS INSTALLED IN UIDAI HQ**

SNo.	Description of IT Equipment	Qty
1	Desktop PCs (HP, HCL)	165
2	FAX (Canon)	03
3	Firewall (CISCO)	01
4	Iron Port (CISCO)	01
5	Laptop (Dell, HP, Apple)	87
6	LCD (LG, Samsung, Sony)	20
7	LCD Monitor	168
8	Printers (HP, Canon)	80
9	Rack (HP, President)	02
10	Scanner (HP)	10
11	Server (HCL, HP)	09
12	Wireless Router (CISCO, Belkin)	03
13	Photocopier (Canon, Xerox)	05
14	Switch (CISCO, D-Link)	24
15	Router (CISCO)	03
16	On Line UPS	05
17	VC Equipment (Trend Berg)	11
18	Projector (Sony)	02
19	Amplipher (Sony)	02

37 This contract comes in force from the Effective Date and shall remain valid for one year from such date, extendable to further two years on year to year basis, subject to satisfactory performance of the agency.

(RK Gautam)
ADG (Admin-II)
Unique Identification Authority of India
3rd Floor, Tower-II, Jeevan Bharti Building,
Connaught Circus, New Delhi-110001

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Dated: August, 2012