



**GOVT OF INDIA**  
**PLANNING COMMISSION**  
**UNIQUE IDENTIFICATION AUTHORITY OF INDIA**  
3rd Floor, Tower II, Jeevan Bharati Building,  
Connaught Circus, New Delhi - 110001.  
Tele/Fax: 011- 47312833, , Email: [techdiv@uidai.gov.in](mailto:techdiv@uidai.gov.in)

F.No. T-11011/16/2010-Tech

Dated : 1<sup>st</sup> December, 2011

To,

The Authorized Distributers/ Channel Partners of M/s Red Hat Pvt Ltd

**Sub : Limited Tender No. T-11011/16/2010-Tech dated 1<sup>st</sup> December, 2011 - Procurement of Red Hat products alongwith Licenses and Premium Support Subscription for Red Hat Enterprise Linux for the Data Centres of UIDAI in Bengaluru and Greater Noida – Invitation to Bid -regarding.**

The Unique Identification Authority of India (UIDAI) (hereinafter referred to as the “**the Purchaser**”) intends to procure the Red Hat products, alongwith licenses and premium support subscription for 3 years, namely, Red Hat Enterprise Linux 6.0 Operating System (1-2 socket) with 1 guest, Resilient Storage (High availability) (1-2 sockets), Smart Management up to 1 guest, RHN Monitoring with 1 guest and RHN Network Satellite for the Data Centres of UIDAI in Bengaluru and Greater Noida.

2. Accordingly, Bids are invited, **in a sealed cover**, for the licenses with Premium support subscription in respect of following items, from the **Authorized Distributers/ Channel Partners of M/s Red Hat Pvt Ltd**:

S. No	Product Description	Support Level	Appx. Qty Reqd. (No.)	Unit Price of the product along with licenses and 3 years Premium Support Subscription in INR (excluding Taxes)	Taxes	Total Price of licenses with 3 years Premium Support Subscription in INR (including Taxes)	Unit of
1.	Red Hat Enterprise Linux 6.0 (1-2 socket) with 1 guest	Premium	1600				
2.	Resilient Storage (High availability) (1-2 sockets)	Premium	40				
3	Smart Management up to 1 guest	Premium	1600				
4.	RHN Monitoring with 1 guest	Premium	1600				
5.	RHN Network Satellite	Premium	1				

3. The interested Bidder should submit the Bids in a Two Bid Systems, namely, (i) the Pre-Qualification Bid and (ii) Commercial Bid. The Bidder should submit the Pre-Qualification Bid **in a separate sealed Cover** and the Commercial Bid **in a separate sealed cover**. The sealed cover containing Pre-Qualification Bid should be super scribed with the wordings **“Limited Tender No. T-11011/16/2010-Tech dated 1<sup>st</sup> December, 2011 - Pre-Qualification Bid for Red Hat products”** and the sealed cover containing Commercial Bid should be super scribed with the wordings **“Limited Tender No. T-11011/16/2010-Tech dated 1<sup>st</sup> December, 2011 - Commercial Bid for Red Hat products”**.

Both the above mentioned sealed covers **should be kept in a third cover and again sealed**. This third Sealed Cover should be super scribed with the wordings **Limited Tender No. T-11011/16/2010-Tech dated 1<sup>st</sup> December, 2011 - Bids for Red Hat products alongwith Licenses and Premium Support Subscription for Red Hat Enterprise Linux – DO NOT OPEN BEFORE 13<sup>th</sup> December, 2011”**.

The cover thus prepared should also indicate clearly **the name, address and telephone number of the Bidder**, to enable the Bid to be returned unopened in case it is declared "Late".

**Each page of the Bid should be duly signed by the authorized signatory.**

**Please note that Prices should not be indicated in the Pre-Qualification Bid and should only be indicated in the Commercial Bid.**

4. The interest Bidder, should enclose in their Pre-Qualification Bid **(to be submitted in a separate sealed cover)**, statement of qualification fulfilling the following conditions of eligibility for participating in this invitation to limited Tender duly supported by necessary documentary evidences, as applicable:

- (i) Bid Security **(in original)** denominated in Indian Rupees, for an amount of **Rs. 10,00,000/- (Rupees Ten Lakh Only)** in the form of a Bank Guarantee (BG) issued by a Nationalized / Scheduled Bank, in the proforma provided at **Appendix A** enclosed herewith **and shall be valid for 45 days beyond the validity of the Bid**.
- (ii) The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- (iii) **The Bidder should be authorized distributor/channel partner of M/s Red Hat India Pvt Ltd (hereinafter referred to as “M/s Red Hat”)**.
- (iv) Authorization letter from M/s Red Hat India Pvt Ltd, in the **Pre-qualification Bid** as per **Appendix B**, indicating that
  - Bidder is an authorized **distributor/channel partner** of M/s Red Hat for supply of Red Hat product Licenses and to provide Premium Support; and
  - Bidder is authorised to Bid against **Limited Tender No. T-11011/16/2010-Tech dated 1<sup>st</sup> December, 2011**.

## 5. Bid Security

- 5.1. Pursuant to **Clause 4**, the Bidder shall furnish, as part of its bid, a bid security of the amount mentioned in **Clause 4(i)**.
- 5.2. The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **Clause 5.6**.
- 5.3. Bidders who are Government Departments and Central Public Sector Undertakings are exempted from furnishing of bid security. Any bid not secured in accordance with **Clause 4(i)**, will be rejected by the Purchaser as non-responsive.

- 5.4. Unsuccessful Bidder's bid security will be discharged/ returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to **Clause 6.1**.
- 5.5. The successful Bidder's bid security will be discharged upon the Bidder executing the Contract, pursuant to Clause 10 and furnishing the performance security, pursuant to Clause 11.
- 5.6. The bid security may be forfeited:
- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
  - b) in the case of a successful Bidder, if the Bidder fails;
    - i. to sign the Contract in accordance with **Clause 10**; or
    - ii. to furnish performance security in accordance with **Clause 11**.
6. It should be noted that:
- 6.1. Bids shall remain valid for **180 days** after the date of opening of Pre-Qualification Bids prescribed by the Purchaser. **A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.**
- 6.2. The Purchaser shall not be responsible for non-receipt / no-delivery of the Bid documents due to any reason whatsoever.
- 6.3. In complete Bids, Bids not conforming fully to this invitation to bid or with vague replies or without valid Bid Security will not be considered.
- 6.4. The Purchaser reserves the right to qualify the Bids received and/ or reject any or all of the Bids without assigning any reasons therefore.
- 6.5. Any bid not secured in accordance with Clause 4(i) above will be rejected by the Purchaser as non-responsive.
- 6.6. The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the Purchaser. The Purchaser, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 6.7. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as :
- a) Constituted attorney of the company.  
OR
  - b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company

The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued. The Bids shall be duly signed and sealed by an executive officer of the Bidder's organization. Each bid shall be signed by a duly authorized officer executed under seal.

The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.

The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. **The Purchaser may reject outright, any bid not supported by adequate proof of the signatory's authority.**

- 6.8. Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.
- 6.9. The Bidder is advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the Purchaser shall avail such discount at the time of award of contract.
- 6.10. Any bid received by the Purchaser after the last date and time for receipt of bids prescribed by the Purchaser, pursuant to **Clause 13**, will be rejected and/or returned unopened to the Bidder.
- 6.11. Evaluation of each of the above mentioned 5 items (S. No. 1 to 5 under **Clause 2** above) will be done together.
- 6.12. The selected Bidder shall ensure that there is no infringement of ant Patent Rights, Intellectual Property Rights.

## **7. Payment Terms**

- 7.1. Payment shall be made subject to the following conditions:
- i) 70% payment against delivery and installation of Red Hat products mentioned in para 1 above.
  - ii) 30% payment against satisfactory commissioning of Red Hat products mentioned in para 1 above. In case the commissioning of the Red Hat products is delayed or put off beyond 90 days of the receipt of the Red Hat products at Purchaser's sites due to express written instructions of the Purchaser, this amount may be released to the Vendor on his furnishing a necessary Bank Guarantee on stamp paper of requisite value of an equivalent amount from any of the Nationalised/Scheduled Bank.
- 7.2. No payment shall, however, accrue until after the Performance Guarantee Bond in the form of a Bank Guarantee (BG), which shall be equal to 10 % of the value of the order, has been furnished. This BG shall be submitted by the selected Vendor within 15 days of issue of the firm purchase order by this office.
8. It should be noted that:
- 8.1. All the above mentioned products and premium support services shall have to be provided at the Data Centers of UIDAI, including but not limited to, at the following sites:
- (i) **Shri Rajendra Kumar, (Cell : 09591988082)  
Assistant Director General, Unique Identification Authority of India,  
Bharti Airtel Limited (For UIDAI Data Centre)  
111-112 EPIP Area, Road No. 7, Opposite SJR Park, Whitefield,  
Bangalore 560 066**
  - (ii) **Shri Amutha Arunachalam, (Cell : 09871227558)  
Assistant Director General, Unique Identification Authority of India,  
UIDAI Data Centre  
M/s Wipro Limited (Unit-I)  
Wipro Special Economic Zone, Plot No. 2,3,4, Knowledge Park(IV),  
Greater Noida – 201306, Uttar Pradesh**
- 8.2. Any unjustified and unacceptable delay in the provisioning of products and licenses, beyond

the time schedule specified in para 9 below, shall render the vendor liable for liquidated damages at the rate of 0.2% (zero point two percent) per day subject to a maximum of 30 days and thereafter Purchaser holds the option for cancellation of the order and forfeiture of performance security and impose cancellation charge of 10% of the order value.

- 8.3. The premium support services shall commence immediately after installation and commissioning of Red Hat products.
- 8.4. The selected Bidder shall have to ensure that conditions, during the three year premium support subscription period, stipulated by M/s Red Hat for the Premium Support Subscription are adhered to.

## 9. Delivery Schedule

- 10.1. The Red Hat products and licenses should be delivered within 2 weeks from the date of issue of the firm Purchase Order by the Purchaser. UIDAI reserves the right to issue the Purchase order in phases.

## 10. Signing of Contract

- 10.1. At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form incorporating all agreements between the parties.
- 10.2. Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

## 11. Performance Security

- 11.1. Within 15 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at **Appendix C**.
  - 11.2. Failure of the successful Bidder to comply with the requirement of **Clause 10 or Clause 11** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may award the Contract to the next lowest evaluated Bidder or call for new bids.
12. The Bids should be addressed to:

**The Deputy Director General (Technology),  
Unique Identification Authority of India,  
2<sup>nd</sup> Floor, Tower I,  
Jeevan Bharati Building,  
Connaught Circus,  
New Delhi -110 001**

- 13. The Bids, complete in all respects, **in a sealed cover**, should be submitted in the office of Deputy Director General (Technology) at 2<sup>nd</sup> Floor Tower-I Jeevan Bharati Building, Connaught Circus, New Delhi, **on or before 1600 Hrs of 13<sup>th</sup> December' 2011** failing which the Bids will be treated as late and rejected.
- 14. The Pre-Qualification Bid will be opened at **1630 Hrs on 13<sup>th</sup> December' 2011**, and the Commercial Bid will be opened **at 1630 Hrs on 16<sup>th</sup> December' 2011**.

**Deputy Director General (Technology)**

## PROFORMA OF BID SECURITY FORM

Ref : \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee NO. \_\_\_\_\_

To

**The Director General,  
Unique Identification Authority of India (UIDAI),  
Tower 2, Third Floor,  
Jeewan Bharti Building,  
Connaught Place,  
New Delhi 110001.**

Whereas \_\_\_\_\_ (hereinafter called 'the Bidder') has submitted its bids dated \_\_\_\_\_ against Limited Tender No. **T-11011/16/2010-Tech dated 30.11.2011** regarding "**Procurement of Red Hat products alongwith Licenses and Premium Support Subscription for Red Hat Enterprise Linux for the Data Centres of UIDAI in Bengaluru and Greater Noida**" (hereinafter called "the Bid").

KNOW ALL MEN by these presents that WE \_\_\_\_\_ of \_\_\_\_\_ having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto the **Director General, Unique Identification Authority of India (UIDAI)** (hereinafter called "the UIDAI") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said UIDAI, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are:

1. If the Bidder, having submitted its Bids, withdraws its Bids during the period of bid validity specified by the Bidder in its Bids; or
2. If the Bidder, having been notified of the acceptance of its bid by the UIDAI during the period of bid validity.
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders;

We undertake to pay to the UIDAI up to the above amount upon receipt of its first written demand, without the UIDAI having to substantiate its demand, provided that in its demand the UIDAI will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Sealed with the Common Seal of the said Bank this \_\_\_\_\_day of \_\_\_\_\_2011.

\_\_\_\_\_  
(Authorised Signatory of the Bank)

**AUTHORIZATION LETTER OF M/s RED HAT INDIA PVT LTD**

To,

**The Director General,  
Unique Identification Authority of India (UIDAI),  
Tower 2, Third Floor,  
Jeewan Bharti Building,  
Connaught Place,  
New Delhi 110001.**

Dear Sir,

**Sub : Limited Tender No. T-11011/16/2010-Tech dated 1<sup>st</sup> December, 2011 -  
regarding "Procurement of Red Hat products alongwith Licenses and  
Premium Support Subscription for Red Hat Enterprise Linux for the  
Data Centres of UIDAI in Bengaluru and Greater Noida"**

We **M/s Red Hat India Pvt Ltd**, who are the established and reputable Principals of Red Hat Products, namely, Red Hat Enterprise Linux 6.0 Operating System (1-2 socket) with 1 guest, Resilient Storage (High availability) (1-2 sockets), Smart Management up to 1 guest, RHN Monitoring with 1 guest and RHN Network Satellite, having registered office at \_\_\_\_\_ do hereby authorize M/s. \_\_\_\_\_

(Name and address of authorized distributor/ channel partner) to bid, negotiate and conclude the contract with you against Limited Tender No. **T-11011/16/2010-Tech dated 1<sup>st</sup> December, 2011** regarding **"Procurement of Red Hat products alongwith Licenses and Premium Support Subscription for Red Hat Enterprise Linux for the Data Centres of UIDAI in Bengaluru and Greater Noida"** for the above goods manufactured by us.

2. It is certified that M/s. \_\_\_\_\_ (Name and address of authorized distributor/ Channel partner) are our authorized distributor/ channel partner, and are authorized to Bid against Bid No. **T-11011/16/2010-Tech dated 1<sup>st</sup> December, 2011**.

3. We hereby extend our full guarantee and warranty for the above mentioned Red Hat Products for supply and provisioning of Premium Support for 3 years against this invitation for bid by the above firm.

Yours faithfully,

(Name)  
for and on behalf of M/s.  
(Name of manufacturers)

Date:

**Note: This letter of authority should be on the letterhead of M/s Red Hat India Pvt Ltd and should be signed by a person competent and having the power of attorney to bind the manufacturer.**

**PROFORMA OF BANK GUARANTEE FOR  
CONTRACT PERFORMANCE GUARANTEE BOND**

Ref : \_\_\_\_\_

Date \_\_\_\_\_

Bank Guarantee NO. \_\_\_\_\_

To

**The Director General,  
Unique Identification Authority of India (UIDAI),  
Tower 2, Third Floor,  
Jeewan Bharti Building,  
Connaught Place,  
New Delhi 110001.**

1. Against contract vide Advance Acceptance of the Limited Tender No. **T-11011/16/2010-Tech dated 1<sup>st</sup> December, 2011** regarding **“Procurement of Red Hat products alongwith Licenses and Premium Support Subscription for Red Hat Enterprise Linux for the Data Centres of UIDAI in Bengaluru and Greater Noida”** (hereinafter called the said 'Contract') entered into between the **Unique Identification Authority of India (UIDAI)** (hereinafter called the “Purchaser”) and \_\_\_\_\_ (hereinafter called the “Vendor”) this is to certify that at the request of the Vendor we ----- Bank Ltd., are holding in trust in favour of the Purchaser, the amount of \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We \_\_\_\_\_ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Vendor i.e till \_\_\_\_\_ (viz the date up to **38 months** after the date of successful commissioning and acceptance of the Red Hat Products by the Purchaser) hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Vendor shall have no claim against us for making such payment.



5. We \_\_\_\_\_ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Vendor from time to time or to postpone for any time of from time to time any of the powers exercisable by the Purchaser against the said Vendor and to forbear or enforce any of the terms and conditions relating to the said contract and we, \_\_\_\_\_ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance by the Purchaser to the said Vendor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

**Date** \_\_\_\_\_

**Place** \_\_\_\_\_

**Witness** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Printed name** \_\_\_\_\_

**(Bank's common seal)**