

Bid No.T-11014/49/2015-Tech dated 1<sup>st</sup> April 2016

BID NO. T-11014/49/2015-Tech DATED 1<sup>st</sup> April 2016

**BID DOCUMENT**  
**FOR**  
**Comprehensive Annual Maintenance Contract (CAMC)**  
**of**  
**EMC make IT Equipments**

**1<sup>st</sup> April, 2016**

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA,  
Department of Electronics & Information Technology (DeitY)  
Ministry of Communication & Information Technology  
GOVERNMENT OF INDIA,  
NEW DELHI**

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## CHECK LIST

### 1. Check List of documents/supporting documents to be enclosed in the Bid

(please refer to Section II – Instruction to Bidders)

S. No.	Description	Whether Enclosed (Y/N)
(i)	Bid Document Fee Demand Draft (in original) in case RFP document is downloaded/received in softcopy or hardcopy, else copy of document purchase receipt from UIDAI.	
(ii)	Bid Security (in original) of the prescribed amount and validity pursuant to <b>Clause 5 of Section II</b>	
(iii)	Bidder should have a valid Sales Tax Number/ VAT Number, Service Tax Number, PAN Number and PF code.	
(iv)	The bidder should have local offices setup in Bengaluru and Delhi/NCR. An undertaking from bidder is to be given in this regard.	
(v)	Statement of Undertaking From OEM ( <b>Appendix E</b> )	

**Important Note:** This list should be duly filled, signed and placed in the cover containing the Bid.

### 2. Check List of Annexure / Appendix to be enclosed in the Commercial Bid

S. No.	Description	Whether Enclosed (Y/N)
(i)	Bid Particulars (Annexe 4.2.1)	
(ii)	Commercial Bid Letter (Annexe 4.2.2)	
(iii)	Summary of Cost of Services offered (Annexe 4.2.3)	
(iv)	Details of Comprehensive Annual Maintenance Costs (Annexe 4.2.4)	

**Important Note:** The Annexures supporting the above list shall be placed in the cover containing the Commercial bid Cover No CQ.

## **SECTION I – Invitation to Bid**

This invitation to bid is for “**Comprehensive Annual Maintenance Contract (CAMC) of EMC make IT Equipments**” of Unique Identification Authority of India in Bengaluru and Delhi/NCR.

1. Bidders are advised to study the Bid document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Sealed offers prepared in accordance with the procedures enumerated in **Clause 1 of Section II** should be submitted to UIDAI not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 4.**
2. All Bids must be accompanied by an **EMD (Earnest Money Deposit) / Bid Security of amount of Rs. 30 Lakhs (Rupees Thirty Lakh)**, in the form of Bank Guarantee as mentioned in **Appendix F of Section VI.**
3. The Bid Document is not transferable.

### **4. Schedule for Invitation to Bid**

- a) Name of the Purchaser:

**The President of India acting through the Director General & Mission Director,  
Unique Identification Authority of India,  
Department of Electronics & Information Technology, Govt. of India (GoI),  
9<sup>th</sup> Floor, Tower I, Jeevan Bharati Building,  
Connaught Circus,  
New Delhi – 110001.**

- b) Addressee and Address at which bids to be submitted :

**The Deputy Director General (Technology)  
Unique Identification Authority of India (UIDAI),  
Department of Electronics & Information Technology, Govt. of India (GoI),  
9<sup>th</sup> Floor, Tower I, Jeevan Bharati Building,  
Connaught Circus,  
New Delhi – 110001.**

- c) Latest Time and Date for receipt of bids

**On or before 1100 hours of 21<sup>st</sup> April, 2016**

- d) Name of the Contact Person for any clarification :

**Shri Saibal Sen,  
Section Officer (Tech),  
Unique Identification Authority of India (UIDAI),  
Queries should be submitted via E-mail and followed by paper copy by post  
E-mail – [sotech@uidai.gov.in](mailto:sotech@uidai.gov.in)**

- e) Place, Time & date of Bid opening :

**Unique Identification Authority of India (UIDAI),  
Department of Electronics & Information Technology, Govt. of India (GoI),  
Conference Hall, 3<sup>rd</sup> Floor, Tower II, Jeevan Bharati Building,  
Connaught Circus, New Delhi – 110001.**

**At 1100 Hrs of 21<sup>st</sup> April 2016**

- f) **Important Dates :**

The following table provides information regarding the important dates of the Bid process for this Bid :

<b>Sl</b>	<b>Activity</b>	<b>Date</b>
a)	Release / Issue of Bid Document	<b>1<sup>st</sup> April 2016</b>
b)	Pre-bid conference meeting	<b>7<sup>th</sup> April 2016 at 1500 hrs</b>
c)	Last date for submission of written queries for clarifications on Bid document	<b>8<sup>th</sup> April 2016 on or before 1700 hrs</b>
d)	Last date for reply to written queries of prospective Bidders	<b>13<sup>th</sup> April 2016</b>
e)	Last date of submission of Bids	<b>21<sup>st</sup> April 2016 on or before 1100 hrs</b>
f)	Opening of Financial Bids	<b>21<sup>st</sup> April 2016 at 1100 hrs</b>

5. The Bidder is required to pay **Rs. 1000/-** (Rupees One Thousand Only) towards Bid Document Fee, at the time of submission of Bids, in the form of a Bank Demand Draft **failing which the Bids submitted by the Bidder shall not be entertained and shall be summarily rejected.** The Bank Demand Draft should be drawn on a Scheduled Bank in favor of “**PAO, UIDAI**” and payable at **New Delhi. The Bid Document Fee is non-refundable.**

**Note : The Purchaser shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.**

## **SECTION II- Instruction to Bidders**

### **1. Procedure for Submission of Bids**

- 1.1 It is proposed to have a Single Cover System consisting of Commercial Bid for this Bid process.
- 1.2 The commercial Bid of the Bidder should be put in separate sealed covers superscribing the wordings “Commercial Bid (CQ)” respectively.
- 1.3 The cover containing Commercial Bid should be put in another envelope and this envelope should be clearly marked “**Comprehensive Annual Maintenance Contract (CAMC) of EMC make IT Equipments**”. The Bid Covers are to be kept in a single sealed cover **super-scribed** with Bid Number, Due Date, and the wordings “**DO NOT OPEN BEFORE 1100 hours on 21<sup>st</sup> April, 2016**”.

### **2 Bid Prices**

- 2.1 The Bidder shall indicate in the proforma prescribed at **Annexe 4.2.3 & 4.2.4 of Section IV**, the unit prices and total Bid Prices of the Comprehensive Annual Maintenance Services of **EMC make IT equipments**, it proposes to provide under the Contract.
- 2.2 The unit prices quoted in the above mentioned proforma will be used to calculate charges for ‘change orders’, if any.
- 2.3 In the absence of the above information, as requested in Clause 2.1 and 2.2, a bid may be considered incomplete and summarily rejected.
- 2.4 The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the detailed study of the facilities in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document. If during a detailed study any upward revisions of the specifications and sizes given in the Bid document are to be made to meet the requirements of Bid document, all such changes shall be carried out within the lump sum contract price without any impact to the UIDAI.

### **3 Firm Prices**

- 3.1 Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in **Annexe 4.2.3 & Annexe 4.2.4 of Section IV** enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 3.2 The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in **Annexe 4.2.4 of Section IV**.

#### **4 Discount**

- 4.1 The Bidders are advised not to indicate any separate discount. Unconditional Discounts, if any, should be merged with the quoted prices. Discount of such 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 UIDAI shall avail such discount at the time of award of contract.

#### **5 Bid Security**

- 5.1 The Bidder shall furnish, as part of its bid, a bid security of the amount mentioned in Clause 2 of Section I.
- 5.2 The bid security is required to protect the UIDAI against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 5.7.
- 5.3 The bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee issued by a Scheduled Bank, in the proforma provided at **Appendix B of Section VI** in the Bid Document and shall be **valid for 45 days beyond the validity of the Bid**.
- 5.4 Any bid not secured in accordance with Clauses 5.1 and 5.3 will be rejected by the UIDAI as non-responsive.
- 5.5 The successful Bidder's bid security will be discharged upon the Bidder executing the Contract, pursuant to Clause 16 and furnishing the performance security, pursuant to Clause 17.
- 5.7 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 16;
    - (ii) to furnish performance security in accordance with Clause 17.

#### **6 Period of Validity of Bids**

- 6.1 Bids shall remain valid for 180 days after the last date of submission of bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.
- 6.2 In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of bid security provided under Clause 5 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

#### **7 Format and Signing of Bid**

- 7.1 The Bidder shall prepare two copies of each Bid, clearly marking each "**Original**", and "**First**

**Copy"** as appropriate in accordance with Clause 1. In the event of any discrepancy between them, the original shall govern.

- 7.2 The original and first copy of the bid shall be typed. The original and first copy shall be signed by the Bidder or a person or persons duly authorized.
- 7.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

## **8 Terms and Conditions of Bidders**

- 8.1 Printed terms and conditions (General Conditions) of the Bidders will not be considered as forming part of their Bids.
- 8.2 Similarly in case the Services being offered have deviations from the specifications laid down in Section V - Schedule of Requirements, the Bidder shall describe in what respects and to what extent the Services being offered differ/deviate from the specifications, even though the deviations may not be very material. The Bidder must state categorically whether or not his offer conforms to Bid specifications as indicated in Section V - Schedule of Requirements.

## **9 Address for Correspondence**

- 9.1 The Bidder shall designate the official mailing address, place, and email to which all correspondence shall be sent by the UIDAI.

## **10 Opening of Bids by UIDAI**

- 10.1 The UIDAI will open the Bids, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in Clause 4 of Section I of this Document.
- 10.2 The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the bid opening.

## **11 Criteria for Evaluation of Bids**

- 11.1 The bidder with lowest qualifying commercial bid (L1) will be awarded the work.

## **12 UIDAI's Right to Vary Scope of Contract at the time of Award**

- 12.1 The UIDAI may at any time, by a written order given to the Bidder pursuant to **Clause 12 of Section III – General Conditions of Contract**, make changes within the general scope of the Contract. Accordingly, the UIDAI reserves the right to place repeat order(s) within the **Contract Period**, of upto 50% of the Contract value.

12.2 The UIDAI shall reserve the right, **not to purchase** all the CAMC Services of EMC make IT Equipments. UIDAI shall also reserve the right to place the order phase wise.

### **13 UIDAI's Right to Accept Any Bid and to Reject Any or All Bids**

13.1 The UIDAI reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the UIDAI's action.

### **14 Clarification**

14.1 When deemed necessary, the UIDAI may seek clarification on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.

### **15 Notification of Award**

15.1 Prior to the expiration of the period of bid validity, the UIDAI will notify the successful Bidder in writing by registered letter or by fax or email, to be confirmed in writing by registered letter, that its bid has been accepted.

15.2 The notification of award will constitute the formation of the Contract.

15.3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 17, the UIDAI will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 5.

### **16 Signing of Contract**

16.1 At the same time as the UIDAI notifies the successful Bidder that its bid has been accepted, the UIDAI will send the Bidder the Contract Form (**Appendix A of Section VI** provided in the Bid Document, incorporating all agreements between the parties).

16.2 Within **15 days** of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.

### **17 Performance Security**

17.1 Within **10 days** of the receipt of notification of award from the UIDAI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at **Appendix B of Section VI**.

17.2 Failure of the successful Bidder to comply with the requirement of Clause 17 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.

## **18 Rejection Criteria**

### **18.1 Commercial Rejection Criteria**

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

- a. Offers of following kinds will be rejected:
  - i. Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer.
  - ii. Offers made through Email.
  - iii. Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid.
  - iv. Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
  - v. Offers which do not conform to UIDAI's price bid format.
  - vi. Any other criteria which UIDAI seems fit to reject.
- b. Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them including the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.
- c. Any conditional bid will not be accepted.

## **19 Cost of Bid Document**

- 19.1 The Bidder is required to pay **Rs.1,000/- (Rupees One Thousand Only)** towards Bid Document Fee, at the time of submission of Bids, in the form of a Bank Demand Draft **failing which the Bids submitted by the Bidder shall not be entertained and shall be summarily rejected.** The Bank Demand Draft should be drawn on a Scheduled Bank in favor of “**PAO, UIDAI**” and payable at **New Delhi. The Bid Document Fee is non-refundable.**
- 19.2 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 UIDAI. The UIDAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

## SECTION III - GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- i. **"UIDAI"** means the Unique Identification Authority of India.
- ii. **"The Purchaser"** means the President of India acting through the Director General & Mission Director, Unique Identification Authority of India or any other representative authorized by the Director General, Unique Identification Authority of India.
- iii. **"Purchase Officer"** means the officer signing the acceptance of Bid and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- iv. The **"Contract"** means the agreement entered into between the Purchaser and the Vendor as recorded in the Contract Form signed by the Purchaser and the Vendor, including all attachments and annexes thereto and all documents incorporated by reference therein.
- v. The **"Vendor"** means the person or the firm or the company with whom the order of comprehensive annual maintenance services is placed.
- vi. **"The Contract Price"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- vii. **"Service"** means comprehensive annual maintenance of **EMC make** IT equipments;
- viii. **"Acceptance of Bid"** means the letter/or email any memorandum communicating to the selected Bidder the acceptance of his Bid and includes an advance acceptance of his Bid.

### 2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### 3. Standards

1. The Vendor shall ensure that the CAMC Services provided as per the Contract against all purchase orders should be without any additional cost to the Purchaser.
2. CAMC Services will cover all product updates and patches. The Vendor shall undertake regular preventive maintenance of the licensed software.

#### **4. Use of Contract Documents and Information**

- 4.1 The Vendor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The documents along with enclosures submitted by the bidder will be the property of UIDAI.

#### **5. Performance Security**

- 5.1 Within **10 days** after the receipt of notification of award of the Contract from the Purchaser, the successful Vendor shall furnish performance security to the Purchaser, which shall be equal to **10 percent (Ten Percent)** of the value of the contract in the form of a bank guarantee bond from a scheduled bank.
- 5.2 The Performance Security Bank Guarantee shall be released on completion of the **Contractual Obligations**.
- 5.3 The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of Vendor.

#### **6. Up-gradation of Technology**

The Vendor shall be responsible for any upgrades/patches at the destination sites including configuration for making them fully operational.

#### **7. Maintenance and management services**

- 7.1 The Vendor will be required to provide comprehensive (including spare parts, labor etc.) comprehensive annual maintenance services of EMC make IT equipments.
- 7.2 Vendor will be required to do performance, supervision, maintenance and repair of the equipments, for Contract Period agreed by the Purchaser and the Vendor, provided that this service shall not relieve the Vendor of any AMC obligations under this Contract.
- 7.3 Vendor will also take care of any Operational Support required by the applications running and added, from time to time.
- 7.4 Vendor will maintain all records for updates, patches, replacements and maintenance.
- 7.5 Vendor should provide services for the equipments mentioned in **Annexe 4.1.1 of Section IV** through OEM.

- 7.6 Vendor will also be required to coordinate with the OEM for the patch updates or any other related issues.
- 7.7 Other obligations of the Vendor covered under the Contract.

## 8. Limitation of Liability

1. Except in case of gross negligence or wilful misconduct on the part of the vendor or on the part of any person or company acting on behalf of the vendor in executing the work or in carrying out the services, the vendor, with respect to damage caused by the vendor to property and/ or assets of the purchaser or of any of the Purchaser's vendors, shall not be liable to Purchaser:
  - (a) For any indirect or consequential loss or damage; and
  - (b) For any direct loss or damage that exceeds
    - (i) The Contract Value, or
    - (ii) The proceeds the vendor may be entitled to receive from any insurance maintained by the Vendor to cover such a liability, whichever of (i) or (ii) is higher.
2. This limitation of liability shall not affect the Vendor's liability, if any, for damage to Third Parties caused by the Vendor/ Vendor's Team or any person or firm/ company acting on behalf of the Vendor in executing the work or in carrying out the services.

## 9. Period of Contract

- 9.1.1 This contract for comprehensive onsite annual maintenance service on 24 x 7 basis **will be valid for a period of one year. The Contract Period will be extendable up to further Two years on yearly basis on same terms and conditions of the contract at the sole discretion of the Purchaser.**
- 9.1.2 CAMC start date for equipments listed in **Annexure 4.1.1** will be after the acceptance and activation of AMC and may vary for different equipments depending on UIDAI requirements.
- 9.1.3 Notwithstanding the provisions of **Clauses 18, 19, 20 and 21**, the period of Contract shall be valid subject to the satisfaction of the Purchaser.

## 10. Payment

- 10.1 The payment would be made on quarterly basis after completion of each quarter after the receipt of invoice and on satisfactory completion of maintenance.
- 10.2 Any increase / decrease of the inventory during the period of contract, the consideration may be billed accordingly as per the agreed rate in this contract.

## 11. Currency of Payment

- 11.1 Payment shall be made in Indian Rupees only.

## **12. Change Orders**

- 12.1 The Purchaser may at any time, by a written order given to the Vendor pursuant to Clause 25, make changes within the general scope of the Contract to increase/ decrease quantities of services etc.
- 12.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this Clause must be asserted within **thirty(30) days** from the date of the Vendor's receipt of the Purchaser's change order.
- 12.3 The provision of the contract shall apply to revised work/change order as if the revised work/change order has been included in the original scope of work.

## **13. Contract Amendments**

Subject to **Clause 15**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **14. Assignment**

The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent. The permission, if any, of the purchaser has to be taken within 15 days of award of the contract.

## **15. Sub-contracts**

The Vendor shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Vendor from any liability or obligation under the Contract.

## **16. Delays in the Vendor's Performance**

16.1 An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.

16.2 If at any time during performance of the Contract, the Vendor or its sub-contractor(s) should encounter conditions impeding performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. If the vendor request to the performance of services is not found acceptable to the purchaser, **Clause 16.1** would be invoked.

## **17. Liquidated Damages**

17.1 Liquidated damages will be applied if the vendor is not able to start the AMC services within two(2) weeks of the award of contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the liquidated damages, a sum equivalent to the **0.5 per cent per day** or part thereof **from the bill of first quarter**, up to **maximum deduction of 5% of the of the bill of first quarter**. If delayed for more than five weeks, the Purchaser may consider termination of the Contract pursuant to **Clause 18**.

17.2 Service Level Agreement (SLA) related liquidated damages will be as per the **Clause 32**.

## **18. Termination for Default**

The Purchaser may, without prejudice to any other remedy for breach of contract, by 60 days prior written notice of default sent to the Vendor, terminate the Contract in whole or in part:

- (a) If the Vendor fails to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to **Clause 16**; OR
- (b) If the Vendor fails to perform any other obligation(s) under the contract.

## **19. Force Majeure**

19.1 Notwithstanding the provisions of **Clauses 16, 17, 18** the Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

19.2 For Purposes of this Clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

19.3 If a force Majeure situation rises, the Vendor shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **20. Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the Vendor, without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## **21. Termination for Convenience**

21.1 The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

## **22. Dispute Resolution**

22.1. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days notice to refer the dispute to arbitration to the other Party in writing.

22.2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

22.3. The Arbitration proceedings shall be held in Delhi, India.

22.4. The Arbitration proceeding shall be governed by the substantive laws of India.

22.5. The proceedings of Arbitration shall be in English language.

22.6. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.

22.7. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.

22.8. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.

22.9. It is a Scope of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

22.10. It is also a Scope of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.

22.11. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

22.12. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

22.13. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

22.14. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

### **23. Governing Language**

The Contract shall be written in the English language. Subject to **Clause 24**, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

### **24. Applicable Law**

The Contract shall be governed by and construed in accordance with the laws of India.

### **25. Notices**

25.1 Any notice by one party to the other pursuant to the Contract shall be sent in writing or by fax/email and confirmed in writing to the address specified for that purpose in the contract.

25.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### **26. Back-up Support**

Vendor shall furnish details of the back-up engineering and systems support that will be available to the Purchaser. The Vendor shall be responsible for supply of spare parts and back-up maintenance support required by the Purchaser or that Agency and shall continue to make available the spare parts.

## **27. Price Fall**

27.1 The prices charged for services provided under this contract by the Vendor shall in no event exceed the lowest price at which the Vendor sells Services or offers to sell Services of identical description to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract.

27.2 If any time during the contract period the Vendor reduces the sale price, sells or offers to sell such Services to any person/organization including the purchaser or any department of State or Central Govt. or any department. of a State Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

27.3 Prices shall remain firm and shall not be subject to any upward revision on any account whatsoever throughout the currency of contract. The Purchaser, however, reserves the right to review and negotiate the charges payable for Services at the beginning of each year or at any time, whichever is earlier, to incorporate downward revisions as applicable and necessary.

## **28. Prices**

**Prices to be firm:** The prices quoted for the CAMCs shall be firm throughout the currency of contract and shall not be subject to any variation.

## **29. Deductions**

Payments, as envisaged in **Clause 10**, shall be subject to deductions of any amount, for which the Vendor is liable under the agreement against this Bid.

## **30. Taxes and Duties**

The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, **demurrage charges** etc., incurred of the contracted Services to the Purchaser. If there is any reduction/increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/Vendor.

## **31. "No Claim" Certificate**

The Vendor shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim, if made by the Vendor after he shall have signed a "No claim" certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.

## **32. Service Level Agreement (SLA)**

32.1 The equipment should be maintained in 100% perfect working condition.

32.2 The Bidder shall rectify the fault(s) relating to equipment within 8 hours from the time of lodgement of complaint. In default thereof, the UIDAI shall have the right to impose liquidated damages, at the rate of 0.5% per day of the defaulted services or uncompleted works of the relevant equipment till the rectification of the fault as per the end user satisfaction. The amount shall be deducted from the relevant/ subsequent quarter AMC amount.

32.3 In case, any of the equipment is down for more than 72 hours continuously and the Bidder fails to rectify the fault (s) even after 72 hours, the UIDAI shall have the right to impose liquidated damages, at the rate of 1% of the quarterly payment per day of the delayed services or uncompleted works of the relevant equipment for the entire period the equipment is down, till the rectification of the fault as per the end user satisfaction. The amount shall be deducted from the relevant/ subsequent quarter AMC amount. In addition, if any of the equipment is down for more than 72 hours continuously, at any of the site of the UIDAI, the Bidder shall provide a compatible back-up unit with similar configuration at its own cost in the same place or at a place nearest to the site of UIDAI. If the Bidder fails to provide such back-up unit(s), as required by the UIDAI, the UIDAI shall have the right to hire the required services from a Third Party and in that case the cost of hiring shall not exceed 10% of the differential cost in respect of equipment at the risk and cost of the bidder when it directly attributable to bidder. Also the bidder shall ensure that the services shall not remain down for more than 15 days continuously.

32.4 If, however, the services remain down for more than 15 days continuously due to equipment malfunctions, then, in addition to the measures mentioned in **Clauses 32.2 and 32.3** above, the UIDAI shall have the right to impose liquidated damages, at the rate of 2% of the quarterly payment, per day of the AMC value of the relevant equipment, for the entire period for which the service(s) is/ are down, deductible from the Annual Maintenance Fees payable to the Bidder for the relevant quarter/ subsequent quarter.

32.5 The liquidated damages, imposed in accordance with Clauses 32.2, 32.3 and 32.4 shall, however, not exceed 10% of the total contracted value, for the defaulted services or uncompleted services only when it is directly attributable to the bidder.

32.6 The UIDAI reserves the right to recover the liquidated damages, in accordance with **Clauses 32.2, 32.3 and 32.4**, from any of the quarterly payment due to the bidder.

### **33. Partial/ Full damage to Hardware**

- i. If the damage to the hardware is due to the power fluctuations or physical damage due to mishandling by the UIDAI personnel or the damage by external factors like flood/fire/natural calamities, UIDAI would bear the cost of the parts damaged. However, the Bidder shall be required to provide immediately the hardware/ solution as standby with same configuration or higher.
- ii. In case of Partial/ Full damage or loss of the equipment due to reasons beyond the control of UIDAI, like Theft, Fire etc, the Bidder should be in a position to supply working standby equipment with same configuration or higher.
- iii. In case of **damage of hardware due to flood/fire/power fluctuation** which is not attributable to the Second Party, and also when the **repairing is on chargeable** basis, and should give a report within 2

working days of intimation of breakdown regarding the component/hardware to be repaired on chargeable basis or damaged permanently.

- iv. Also AMC for the Lost/Damaged equipment shall cease immediately after the submission of the report by the Service Engineer of the Bidder declaring the machine as irreparable as defined in (iv) above.

**SECTION IV - CONTENTS OF BIDS**

**Annexe 4.1.1**

**PARTICULARS OF EQUIPMENTS**

Sl. No.	Category	Description	OEM	Quantity	Approx. Age of Equipment	AMC Start Date	
1	Storage	Network Attached Storage - VNX 5300	EMC	2	5 years	As per clause 9.1.2 of Section III	
2		Switch - SAN Core - MDS 9513	EMC	4	5 years		
3		Switch - SAN Edge - MDS 9148	EMC	28	5 years		
4		Enterprise SAN (Storage for DFS (raw images)) with SAN Fabric Management Software - VMAX20K	EMC	2	5 years		
5		SAN – ODS (Storage for Operational Data) with SAN Fabric Management Software - Symmetrix DMX 4	EMC	10	5 years		
6	EMC Network	EMC Network Server License Support	EMC	4	5 years	As per clause 9.1.2 of Section III	
		EMC Networker Client agents :					
		a.) Linux Agents	EMC	500	5 years		
		b.) Oracle Agents	EMC	2	5 years		
7	Security	Event Correlation Server - RSA Envision	EMC	4	5 years	As per clause 9.1.2 of Section III	

**Signature of Witness**  
**Date**  
**Place**

**Signature of Bidder**  
**Date**  
**Place**

**Annexe 4.2.1**

**A. COMMERCIAL BID**

**BID PARTICULARS FOR Bid No. \_\_\_\_\_**

1. Name of the Bidder \_\_\_\_\_
2. Address of the Bidder \_\_\_\_\_
3. Name of the Company \_\_\_\_\_
4. Address of the Company \_\_\_\_\_
5. Bidders Proposal Number and date \_\_\_\_\_
6. Name and address of the officer to whom \_\_\_\_\_  
all references shall be made regarding  
this bid  
Tel. No. \_\_\_\_\_  
Cell No. \_\_\_\_\_  
Fax No. \_\_\_\_\_

**Witness :**

Signature -----

Name -----

Address -----

Date -----

**Bidder :**

Signature -----

Name -----

Address -----

Date -----

**Company Seal**

**Annexe 4.2.2**

**Commercial Bid Letter**

To

**The Deputy Director General (Technology)  
Unique Identification Authority of India (UIDAI)  
Tower I, 9<sup>th</sup> Floor,  
Jeevan Bharati Building,  
Connaught Circus,  
New Delhi – 110001.**

**Ref : Bid No. \_\_\_\_\_**

Sir,

We declare :

- (i) That we are authorized partners/ representative of EMC make equipments.
  - (ii) That we/our principals are equipped with adequate resources required for providing comprehensive maintenance services for EMC make IT equipments and establishment is open for inspection by the representatives of the Unique Identification Authority of India.
2. We hereby offer to provide the Services at the prices and rates mentioned in the **Annexe 4.2.3 & 4.2.4** of the Commercial Bid.
  3. We enclose herewith the complete **Commercial Bid** as required by you. This includes:

S. NO.	CONTENTS
1.	Bid Particulars (Annexe 4.2.1)
2.	Commercial Bid Letter (Annexe 4.2.2)
3.	Summary of Cost of Services offered (Annexe 4.2.3)
4.	Details of Comprehensive Annual Maintenance Costs (Annexe 4.2.4)

4. We agree to abide by our offer for a period of **180 days** from the date fixed for the opening of the bids and that we shall remain bound by a communication of acceptance within that time.
5. We have agree to abide by the General Terms & Conditions of the tender and we do hereby undertake to provide AMC services as per these terms and conditions.
6. Certified that the bidder is :
  - a) The Constituted attorney of the company and the person signing the bids is the constituted attorney of the Company.

**OR**

- b) The Principal Officer or his duly Authorized Representative of the Company, and he has the authority to refer to arbitration disputes concerning the business of the Company by virtue of the general power of attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.)

7. Bid Security (**Earnest Money**), in original, for an amount equal to **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)** is enclosed in the Cover containing **Pre-Qualifying Bid** in the form as specified in **Clause 12 of Section II.**
8. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.

Dated this     day of     2016

**Signature of the bidder**

**Name            :**  
**Full Address    :**  
**Telephone No :**  
**Fax No        :**

**Details of enclosures:**

- 1.
- 2.
- 3.

**Annexe 4.2.3**

(Please see Clause 2 & 3 of Section- II - Instruction to bidders)

**SUMMARY OF THE COSTS OF SERVICES OFFERED**

<b>S. No.</b>	<b>Item Description</b>	<b>Price (in Rs.)</b>
1	Comprehensive Annual Maintenance Cost for EMC make (Total Z from Annexe 4.2.4)	
	<b>Total Cost</b>	

**NOTE :** (i) The cost break-up of the various items is as shown in the Annexures 4.2.4.

**Signature of Witness**

**Date**

**Place**

**Signature of Bidder**

**Date**

**Place**

**Annexe 4.2.4**

(Please see Clause 2 & 3 of Section- II - Instruction to bidders, also refer to Annexe 4.1.1 for the list of EMC make IT Equipments)

**DETAILS OF THE COMPREHENSIVE ANNUAL MAINTENANCE COSTS – RECURRING COSTS**

Sl. No.	Category	Description	OEM	Qty.	Per Unit Basic Rate for 1 Yr. AMC	Service Tax as Applicable		Any other Tax, if applicable		Total Taxes (Per Unit)	Per unit cost (incl. Taxes)	Total Cost (without Taxes)	Total Cost (With Taxes)
						%	Amount	%	Amount				
1	2	3	4	5	6	7	8	9	10	11=8+10	12=6+11	13 =5x6	14=5x12
1	Storage	Network Attached Storage - VNX 5300	EMC	2									
2		Switch - SAN Core - MDS 9513	EMC	4									
3		Switch - SAN Edge - MDS 9148	EMC	28									
4		Enterprise SAN (Storage for DFS (raw images)) with SAN Fabric Management Software - VMAX20K	EMC	2									
5		SAN – ODS (Storage for Operational Data) with SAN Fabric Management Software - Symmetrix DMX 4	EMC	10									
6	EMC Network	EMC Network Server License Support	EMC	4									
		EMC Networker Client agents:											
		a.) Linux Agents	EMC	500									
		b.) Oracle Agents	EMC	2									
7	Security	Event Correlation Server - RSA Envision	EMC	4									
<b>TOTAL Cost</b>													

**TOTAL AMOUNT (Z) IN RUPEES**(in figures) \_\_\_\_\_

(in words) \_\_\_\_\_

**Signature of Witness**

**Date**

**Place**

**Signature of Bidder**

**Date**

**Place**

## SECTION V - SCOPE OF WORK

### 1. DEFINITIONS

- i. **"UIDAI"** means the Unique Identification Authority of India.
- ii. **"The Purchaser"** means the President of India acting through the Director General & Mission Director, Unique Identification Authority of India or any other representative authorized by the Director General, Unique Identification Authority of India.
- iii. **"Purchase Officer"** means the officer signing the acceptance of Bid and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
- iv. The **"Contract"** means the agreement entered in to between the Purchaser and the Vendor as recorded in the Contract Form signed by the Purchaser and the Vendor including all attachments and annexes there to and all documents incorporated by reference therein.
- v. The **"Vendor"** means the person or the firm or the company with whom the order of comprehensive annual maintenance services is placed.
- vi. **"The Contract Price"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- vii. **"Service"** means comprehensive annual maintenance services of EMC make IT equipments;
- viii. **"Acceptance of Bid"** means the letter/email or any memorandum communicating to the selected Bidder the acceptance of his Bid and includes an advance acceptance of his Bid.
- ix. **"Supply"** means once the purchaser issues a Purchase Order, the bidder has to provide services within stipulated time.

### 2. SCOPE OF WORK

- 2.1 The Unique Identification Authority of India (UIDAI) is inviting bids for "Comprehensive Annual Maintenance Contract (CAMC) of EMC make IT Equipments " for its Data Centres at Bengaluru and Delhi/NCR or any other place indicated by UIDAI.
- 2.2 Immediately, after the receipt of Letter of Intent/purchase order, the selected bidder shall have to visit the Data Centres and coordinate with the Managed Service Provider (MSP).

### 3. SCHEDULE OF REQUIREMENTS

- (i) The Bidder shall be responsible to provide maintenance of EMC make IT Equipments mentioned in Annxe 4.1.1.
- (ii) UIDAI will not be responsible if the Bidder has not provisioned some components, sub-components, assemblies, sub-assemblies as part of the bill of material in the Bid. The Bidder will have to make all provisions to meet the schedule of requirements at no additional cost and time implications to UIDAI.
- (iii) The Bidder should ensure that there is a 24x7 comprehensive onsite support arrangement during the currency of the contract with the OEMs for respective components defined in Annexe 4.1.1 of Section IV. The Bidder should ensure that the OEMs have an understanding of the service levels required by UIDAI. The OEMs should provide an undertaking in this regard in the format provided in **Section VI, Appendix E**.
- (iv) Any additional components, sub-components, assemblies, sub-assemblies that would be required to meet the desired performance requirements under “live” conditions will have to be provisioned by the Bidder at no additional cost to UIDAI and without any project delays.

### 4. SERVICES

#### 4.1 Requirements and Objectives

- 4.1.1 The Bidder shall provide comprehensive annual maintenance service (including spare parts, labour etc.) of EMC make IT Equipments at Bengaluru and Delhi/NCR or any other location indicated by UIDAI.
- 4.1.2 The services, including but not limited to the following, should be provided
  - (i) Annual Maintenance of Servers and the other equipments.
  - (ii) Performance, supervision, maintenance and repair of the equipments including spare parts, if required.
  - (iii) Operational Support required by the applications running and added, from time to time.
  - (iv) Services for any upgrades, patches or any other related issues.
- 4.1.3 The selected bidder shall be responsible for coordination with all the existing vendors of UIDAI, troubleshooting, addressing borderline issues, coordinating with users at UIDAI locations, in case of any issues.
- 4.1.4 UIDAI shall not provide for any Desktops, Printers, Stationary, etc. required by the resources for providing services under this contract.
- 4.1.5 **All the personnel employed by the selected bidder for this contract shall adhere to the security policy of UIDAI and should follow the policy of UIDAI in terms of software, configuration and services.**

- 4.1.6 **Defective Media Retention:** UIDAI shall retain defective hard disk or eligible SSD/Flash drive components that UIDAI does not want to relinquish due to sensitive data contained within the disk ('Disk or SSD/Flash Drive'). The Bidder should provision for this requirement in their bid.

## 4.2 Technical Support

- 4.2.1 The selected bidder shall provide **comprehensive onsite support** to UIDAI at the designated Data Centers on a **24x7** basis to ensure **99.9% uptime** for the infrastructure provided as part of the Bid.
- 4.2.2 Ensure that the entire solution as a whole is operational and run according to stipulated performance standards.
- 4.2.3 The selected bidder shall commit to provide all necessary resources and expertise to resolve any issues and carry out required changes, optimizations and modification so that complete system as a whole works according to the specified requirements and satisfaction of UIDAI.
- 4.2.4 The selected bidder shall provide comprehensive technical support services for all the equipment proposed for the entire period of the contract. The technical support shall include all the upgrades, updates and patches that are released by the respective OEMs during the period of contract.

## 4.3 Ongoing Maintenance & Support Services

- 4.3.1 The Bidder shall be responsible for executing hardware and software updates when necessary.
- 4.3.2 The bidder shall be responsible for periodic health check of the systems, troubleshooting problems, analysis and implementing rectification measures on quarterly basis.

## SECTION VI – APPENDICES

### Appendix A

#### CONTRACT

THIS AGREEMENT made this ..... day of ..... between President of India acting through DG & MD, Unique Identification Authority of India, (hereinafter referred to as “**the Purchaser**”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns of the FIRST PART and ..... having its Office at ..... (hereinafter referred to as “**the Vendor**”) which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators, Legal Representatives and permitted Assigns of the SECOND PART.

**WHEREAS Purchaser** is desirous of entering into a contract for Comprehensive Annual Maintenance Services of EMC make IT equipments with the **Vendor**, for the Data Centres of Unique Identification Authority of India in Bengaluru and Manesar or any other location as indicated by UIDAI, and has accepted to pay to the **Vendor** the contract amount for provisioning of related Services at a total cost not exceeding ..... (**Rupees .....**) (hereinafter referred to as "the Contract Price").

**AND WHEREAS** the **Vendor** has agreed to provide Services as listed in Bid Document No \_\_\_\_\_, as per the rate(s) given in **the table below mentioned hereinafter**.

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - A. Bid Document No \_\_\_\_\_ regarding “Comprehensive Annual Maintenance Services of EMC make IT equipments” in the Data Centres of Unique Identification Authority of India, including
  - B. Clarifications issued by the **Purchaser**.
  - C. Technical and Commercial bid submitted by the **Vendor**.
  - D. Notification of award vide Order No. \_\_\_\_\_ dated \_\_\_\_\_ issued to the Vendor.
  - E. Acceptance of notification of award by the Vendor vide Vendor Letter No. \_\_\_\_\_ dated \_\_\_\_\_.
3. In consideration of the payments to be made by the **Purchaser** to the **Vendor** as hereinafter mentioned, the **Vendor** hereby covenants with the **Purchaser** to provide the services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.
4. The **Purchaser** hereby covenants to pay the **Vendor** in consideration of the provision of Services as listed in Table below and the remedying of defects therein , the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Sl	Item Description	No. of Units	Unit Rate	Taxes per unit	Total Unit Cost [(6)=(4)+(5)]	Total Cost including Taxes (8)=(3)x(6)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						

**5. TOTAL CONTRACT VALUE: .....(Rupees .....)**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

**Signed, sealed and delivered for & on behalf of M/s \_\_\_\_\_**

Signature -----  
 Name -----  
 Designation \_\_\_\_\_  
 Address -----

Date -----  
 Place : New Delhi

**In the presence of:**

Signature -----  
 Name -----  
 Designation \_\_\_\_\_

Date -----  
 Place : New Delhi

**Signed, sealed and delivered for and on behalf of the President of India acting through the Director General, Unique Identification Authority of India**

Signature -----  
 Name -----  
 Designation \_\_\_\_\_  
 Address -----

Date -----  
 Place : New Delhi

**In the presence of:**

Signature -----  
 Name -----  
 Designation \_\_\_\_\_

Date -----  
 Place : New Delhi

**Appendix B**

**PERFORMANCE BANK GUARANTEE**

**(To be stamped in accordance with Stamp Act)**

**The non-judicial stamp paper should be in the name of issuing Bank**

Ref.....

Bank Guarantee No.....

Date.....

To

**Unique Identification Authority of India**

**Department of Electronics & Information Technology, Government of India**

**3<sup>rd</sup> Floor, Tower II, Jeevan Bharati Building,**

**Connaught Circus, New Delhi-110001**

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Department of Electronics & Information Technology, Government of India, on behalf of the President of India, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at ..... (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated ..... and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No..... dated.....valued at.....for **"Comprehensive Annual Maintenance Services of EMC make IT equipments"** and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. .... (in words & figures).
2. We.....(Name & Address of Bank Branch) having its Head office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.
3. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to

forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
  - (1) Our liability under this guarantee is restricted to Rs. .... (in words & figures) being the 10% of the value of the contract/notification of award.
  - (2) This Bank Guarantee will be valid upto .....; and
  - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

**WITNESS**

.....  
(Signature)

.....  
(Name)

.....  
(Official Address)

.....  
(Signature)

.....  
(Name)

.....  
(Designation with Bank Stamp)

Attorney as per  
Power of Attorney No.....  
Dated.....

**Appendix C**

**BIDDER'S PROFILE**

**A. General Information:**

- (i) Location of Corporate Head Quarters:
- (ii) Date and Country of Incorporation:
- (iii) ROC Reference No.:
- (iv) Details of Registration with appropriate Authorities for Service:
- (v) Turnover
  - a. Average Turnover for last three years
  - b. Average Turnover for last three years from the maintenance of IT equipment (server, storage, networking, desktop, IT security product, software) services
- (vii) Geographical Distribution of the Vendor:  
(Offices, locations to be specified with their respective staff strength)
- (viii) Total number of maintenance services of IT equipment (server, storage, networking, desktop, IT security product, software) provided:
  - a. In India
- (ix) Number of employees:
  - a. Total Number
  - b. Hardware and Software Maintenance

**B. Similar Reference Sites**

S No.	Customer Name and Address	Contact Person's Name, Designation, Phone/Fax No.	Name of Item Supplied/ date of supply	No. of Units Supplied

## Appendix D

### List of Locations where maintenance services needs to be provided

<b>S No.</b>	<b>City</b>	<b>Address</b>	<b>Name of Contact Person</b>
1	HEBBAL (BENGALURU)	UIDAI Data Center Complex CA Site No.1, NTI Layout, Rajiv Gandhi Nagar, Tata Nagar Entrance, Kodigehalli, Bangalore – 560092. INDIA	
2	MANESAR (Haryana)	UIDAI Data Center Complex Plot No.1, Sector M2, IMT, Manesar, Gurgaon, Haryana – 122050. INDIA	

## Appendix E

### Statement of Undertaking From OEM

To

**The Deputy Director General (Technology),  
Unique Identification Authority of India (UIDAI),  
Tower I, 9<sup>th</sup> Floor,  
Jeevan Bharati Building,  
Connaught Place,  
New Delhi – 110001.**

Sir,

**Sub : Statement of Undertaking from OEM.**  
**Ref : Bid No.\_\_\_\_\_ covering “Comprehensive Annual Maintenance Contract (CAMC) of EMC make IT Equipments” in the Data Centres of Unique Identification Authority of India in Hebbal (Bengaluru) and Manesar (Haryana).**

We, the undersigned OEM, having read and examined in details all the bidding documents in respect of the above mentioned Bid No.\_\_\_\_\_, in respect to Product(s) offered / supplied by us and as a gesture towards our commitment for continued support for our product(s) do hereby declare as under;

1. We confirm that M/s \_\_\_\_\_ is the authorized service provider of the EMC make IT Equipments.
2. We confirm that we would provide the support for Comprehensive Annual Maintenance Contract (CAMC) of EMC make IT Equipments to the Unique Identification Authority of India (herein referred to as “UIDAI”) through \_\_\_\_\_.
3. We confirm that we would treat UIDAI as a preferred customer and that resolution of all problems and issues reported to us in fulfillment of the above mentioned Bid would be undertaken by us on priority basis.
4. We hereby confirm that we shall support the AMC services for a period of 1 year from the date of its acceptance by UIDAI.
5. We hereby agree to supply and/or install all new releases, versions, any type of update, upgrade patch and/or bug fixes for the software or firmware from time to time at no additional cost to UIDAI.
6. We hereby agree to abide by the General Terms & Conditions of this Bid. We further agree to provision the required critical spare/components at the designated sites of UIDAI for meeting the uptime commitment.

7. In case of any dissatisfaction or default on our part in providing the level of support desired by UIDAI, we agree to extend the support required to meet the commitments made without any financial liability to UIDAI.
8. We hereby agree to provide to UIDAI, required assistance, consultancy and services beyond the defined scope of work to resolve issues under critical and unforeseen situations.
9. We hereby confirm our commitment towards providing the necessary support and assistance in case of any problems/issues during the maintenance contract.

We hereby confirm that this undertaking is made in good faith and the aforesaid declarations are binding on us for the entire term of contract under the aforementioned Bid.

Thanking you,

Yours faithfully,

\_\_\_\_\_  
(Signature)

For and on behalf of : \_\_\_\_\_ (name of OEM)

**Authorized Signatory**

Name : \_\_\_\_\_

Designation: \_\_\_\_\_

Office Seal: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**Appendix F**

**BANK GUARANTEE FOR EMD**

**(To be stamped in accordance with Stamp Act)**

**The non-judicial stamp paper should be in the name of issuing Bank**

Ref.....

Bank Guarantee No.....

Date.....

To

**Unique Identification Authority of India  
Department of Electronics & Information Technology, Government of India  
3<sup>rd</sup> Floor, Tower II, Jeevan Bharati Building,  
Connaught Circus, New Delhi-110001**

Dear Sirs,

1. In accordance with Invitation to Bid for “**Comprehensive Annual Maintenance Services of EMC make IT equipments**” under your Specification No..... M/s..... having its Registered/Head Office at..... (hereinafter called the ‘Bidder’) wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid upto ..... on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the ..... Bank at ..... (local address) having our Head office at ..... guarantee and undertake to pay immediately on demand by Unique Identification Authority of India, Department of Electronics & Information Technology, Government of India on behalf of the President of India, the amount of ..... (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said ‘Owner’ shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
  - (1) Our liability under this guarantee is restricted to Rs. .... (in words & figures).
  - (2) This Bank Guarantee will be valid upto .....; and
  - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

**WITNESS**

.....

(Signature)

.....

(Name)

.....

(Official Address)

.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Dated.....