

Bid No.T-11014/48/2015-Tech

Request for Proposal

FOR

Supply and Installation of Fire Resistant Cabinets

December, 2015

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

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CHECK LIST**1. Check List of documents/supporting documents to be enclosed in the Bid -**

| S. No. | Pre-Qualification Condition | Whether Enclosed (Y/N) |
|---------------|---|-------------------------------|
| (i) | Bid Document Fee Demand Draft (in original) in case RFP document is downloaded, else copy of document purchase receipt from UIDAI. | |
| (ii) | Bid Security (in original) of the prescribed amount and validity pursuant to Clause 11 of Section II | |
| (iii) | The bidder should not have been blacklisted / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs. Undertaking from bidder in this regard to be submitted. | |
| (iv) | Bidder should have a valid Sales Tax Number/ VAT Number, PAN Number and PF code. | |
| (v) | The bidder must have executed at least two (2) purchase orders in India each of the value of at least Rs. 5,00,000 (Rupees Five Lakhs) from sales of Fire Resistant Cabinets in the last 3 financial years ended on 31.03.2015. For each of such order, the bidder should submit the following : <ul style="list-style-type: none"> • Copy of each such purchase order clearly indicating the value of the Order. | |

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

2. Check List of Annexe / Appendix to be enclosed in Technical Bid

(i) **Section IV** comprising of :

| S. No. | Description | Whether Enclosed (Y/N) |
|---------------|--------------------|-------------------------------|
| | | |

| | | |
|-------|---|--|
| (i) | Bid Particulars (Annexe 4.1.1) | |
| (ii) | Technical Bid Letter (Annexe 4.1.2) | |
| (iii) | General Specification of the Hardware – Fire Resistant Cabinet (Annexe 4.1.3) | |

Important Note:

- a) This list should be duly filled, signed and placed in the cover containing the **Technical Bid cover No TQ.**
- b) The Annexures supporting the above list shall be placed in the cover containing the Technical bid Cover No TQ.

3. Check List of Annexe / Appendix to be enclosed in the Commercial Bid

| S. No. | Description | Whether Enclosed (Y/N) |
|---------------|--|-------------------------------|
| (i) | Commercial Bid Letter (Annexe 4.2.1) | |
| (ii) | Details of Cost of Hardware Offered (Annexe 4.2.2) | |

Important Note:

- a) 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 “**Supply and Installation of Fire Resistant Cabinets**” in the offices of Unique Identification Authority of India in Bengaluru and NCR Delhi.

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 Rs. 1,00,000/- (Rupees One Lakh Only) in the form of** Bank Demand Draft should be drawn on a Scheduled Bank in favor of “**PAO, UIDAI**” and payable at **New Delhi**.
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 (DeitY),
Govt. of India (GoI),
9th 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 (DeitY),
Govt. of India (GoI),
9th Floor, Tower I, Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001.**

- c) Latest Time and Date for receipt of bids

On or before 1500 hours of 14th December, 2015

- d) Place, Time and date of **Opening of Technical Bids**

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

At 1500 hours of 14th December, 2015

- e) 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**

- f) Date till which the response to the bid should be valid :

180 days from the last date of submission of bids.

- g) **Important Dates :**

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

| Activity | Date |
|---|--|
| Release / Issue of Bid Document | 2 Dec 2015 |
| Last date of submission of Bids | 14 Dec 2015 on or before 1500 hrs |
| Opening of Pre-Qualification and Technical Bids | 14 Dec 2015 on at 1500 hrs |
| Opening of Financial Bids | 17 Dec 2015 on at 1100 hrs |

5. The Bidder is required to pay **Rs.100/-** (Rupees One Hundred 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

It is proposed to have a Two Bid System for this Bid process.

- a) Technical Bid (2 copies) in one cover No TQ.
 - b) Commercial Bid (2 copies) in one cover No CQ.
- 1.2 Each copy of Technical Bid and Commercial Bid of the Bidder should be put in separate sealed Covers super-scribing the wordings, “Technical Bid (TQ)” and “Commercial Bid (CQ)” respectively. Each Copy in each bid should also be marked as “Original” and “First copy”. Both the copies of each bid should be put in a single sealed cover super scribing the wordings “Technical Bid” and “Commercial Bid” as the case may be.
- 1.3 The cover containing two copies of Technical Bid and the cover containing two copies of Commercial Bid should be put in another envelope and this envelope should be clearly marked “**Supply and Installation of Fire Resistant Cabinets**”. The Bid Covers are to be kept in a single sealed cover **super-scribed** with Bid Number, Due Date, Item and the wordings “**DO NOT OPEN BEFORE 1500 hours on 14th December 2015**”.
- 1.4 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”.

2 Cost of Bid Document

- 2.1 The Bidder is required to pay **Rs.100/- (Rupees One Hundred 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.**

3 Contents of the Bid Document

- 3.1 The Schedule of Requirements of the Goods required, Bid procedures and contract terms are prescribed in the Bid Document. In addition to the **Section I – Invitation to Bid**, the Bid Document includes:
- a. **Section II – Instructions to Bidders;**

- b. **Section III-** General Conditions of Contract;
- c. **Section IV –** Contents of the Bid
 - (i) **Technical Bid**
 - (ii) **Commercial Bid**
- d. **Section V-** Scope of Work and Schedule of Requirements
- e. **Section VI-** Appendices
 - (i) Contract Form (**Appendix A**)
 - (ii) Proforma of Bank Guarantee for Contract Performance Security (**Appendix B**)
 - (iii) List of Locations of UIDAI (**Appendix C**)

3.2 The Bidder is expected to examine all instructions, forms, general terms & conditions, and Schedule of requirements in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

4 Amendment of Bid Document

At any time prior to the last time and date for receipt of bids, the UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.

5 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the UIDAI, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

6 Bid Prices

- 6.1 The Bidder shall indicate in the proforma prescribed at **Annexe 4.2.2 of Section IV**, the unit prices and total Bid Prices of the Fire Resistant Cabinets, it proposes to provide under the Contract.
- 6.2 The unit prices quoted in the above mentioned proforma will be used to calculate charges for 'change orders', if any.

7 Firm Prices

- 7.1 Prices quoted shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in Annexe 4.2.2 of Section IV enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 7.2 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 4.2.2 of Section IV.

8 Discount

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.

9 Bidder Qualification

- 9.1 The "**Bidder**" as used in the Bid documents shall mean the one who has signed the Bids. The Bidder may be either the Constituted attorney of the company or the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.
- 9.2 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. UIDAI may out rightly reject any bid not supported by adequate proof of the signatory's authority

10. Bid Security

The bid security may be forfeited, if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid.

11. Period of Validity of Bids

11.1 Bids shall remain valid for 180 days after the last date of bid submission as prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.

11.2 In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid.

12 Terms and Conditions of Bidders

12.1 Printed terms and conditions (General Conditions) of the Bidders will not be considered as forming part of their Bids.

12.2 Similarly in case the Goods being supplied 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.

13 Headings

13.1 Headings of conditions hereto shall not affect the construction thereof.

14 UIDAI's Right to Vary Scope of Contract at the time of Award

14.1 The UIDAI may at any time, by a written order given to the Bidder pursuant to **Clause 9 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 up to 50% of the Contract value. In case of any increase/

decrease in quantities of any item, the Technical Service Charges, if any quoted, shall be correspondingly increased/ decreased on pro-rata basis.

14.2 The UIDAI shall reserve the right, **not to purchase** all the Fire Resistant Cabinets quoted by the bidder in this invitation to bid.

15 UIDAI's Right to Accept Any Bid or Reject

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

16 Conditions for Pre-Qualification of Bidders

The Bidder must have executed at **least two (2) purchase orders** in India each of the value of at least **Rs. 5,00,000 (Rupees Five Lakhs)** from sales of hardware of similar type in the last 3 financial years ended on 31.03.2015. For each of such order, the bidder should submit the following :

- Copy of each such purchase order clearly indicating the value of the Order.

17 Late Bids

17.1 Any bid received by the UIDAI after the last date and time for receipt of bids prescribed by the UIDAI, pursuant to Clause 4(c) Section I, will be rejected and/or returned unopened to the Bidder.

18 Modification and Withdrawal of Bids

18.1 The Bidder may modify or withdraw its bid after the Bids' submission (but not later than the last date of submission), provided that written notice of the modification or withdrawal is received by the UIDAI prior to the last date prescribed for receipt of bids.

18.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and submitted in accordance with the provisions of Clause 1. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids.

19 Clarification

19.1 When deemed necessary, the UIDAI may seek clarifications 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.

20 Preliminary Examination

- 20.1 The UIDAI will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 20.3 A bid determined as not substantially responsive will be rejected by the UIDAI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 20.4 The UIDAI may waive any minor informality or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

21 Contacting the UIDAI

- 21.1 No Bidder shall contact the UIDAI on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.
- 21.2 Any effort by a Bidder to influence the UIDAI's Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

22 Post Qualification

- 22.1 The UIDAI will determine to its satisfaction whether the Bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 22.2 This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities. It will be based upon an examination of the documentary evidence submitted by the Bidder as well as such other information as the UIDAI deems necessary and appropriate.
- 22.3 An affirmative determination will be a prerequisite for award of the Contract to the

Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the UIDAI will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

23 Criteria for Evaluation of Bids

- 23.1 During the Evaluation process, the Pre-Qualification will be reviewed as per check list and Technical Bids will be reviewed for compliance of the Bid requirements with reference to the responses to the **technical requirements** given in **Section IV (Annexe 4.1.3)** of Fire Resistant Cabinet for storing computer tapes and digital media.
- 23.2 Determination of Lowest Commercial Bid will be on L1 basis as per the bidder's offer. During the evaluation of Commercial Bid, cost of Fire Resistant Cabinets as well as per year annual maintenance contract (AMC) will be considered as mentioned in the **Annexe 4.2.2 of section IV.**
- 23.3 UIDAI reserves the right to modify the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all the Bidders.

24 Notification of Award

- 24.1 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, to be confirmed in writing by registered letter, that its bid has been accepted.
- 24.2 The notification of award will constitute the formation of the Contract.

25 Signing of Contract

- 25.1 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).
- 25.2 Within **15 days** of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.

26 Performance Security

- 26.1 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.
- 26.2 Failure of the successful Bidder to comply with the requirement of Clause 26 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.

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 for the Procurement of the Fire Resistant Cabinet is placed and shall be deemed to include the Vendor's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
 - 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 services ancillary to the supply of the Fire Resistant Cabinet, such as transportation and insurance, and any other incidental services, such as installation, integration, commissioning, configuration, testing, acceptance, warranty and post warranty maintenance and support, provision of technical assistance, Training and other obligations of the Vendor covered under the Contract.
 - viii. **"Acceptance of Bid"** means the letter/telex/telegram/ fax 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 supply the items within stipulated time.

2. Application

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

3. Patent Rights

- 3.1 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from providing the training or any part thereof.

4. Incidental Services

The Vendor shall be required to provide any or all of the following services:

- a) Installation, commissioning, acceptance, warranty and support in respect of supplied Fire Resistant Cabinets.
- b) Furnishing of tools required for assembly and start-up of the Supplied Fire Resistant Cabinets;
- c) Performance, supervision, maintenance and repair of the supplied Fire Resistant Cabinets, for Contract Period agreed by the Purchaser and the Vendor, provided that this service shall not relieve the Vendor of any warranty obligations under this Contract; and
- d) Other obligations of the Vendor covered under the Contract.

5. Delivery and Documents

- 5.1 Delivery of the Goods shall be made by the Vendor in accordance with the terms specified by the Purchaser in its Notification of Award.

6. WARRANTY AND PERIOD OF CONTRACT

6.1 Warranty

- 6.1.1 The Vendor warrants that the Fire Resistant Cabinets supplied under the Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Vendor further warrants that the Fire Resistant Cabinets supplied under this Contract shall have no

defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the Vendor, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 6.1.2 This warranty shall remain valid, for **1 Year (12 months)** as per the bid. **The warranty period shall commence from the date of installation and commissioning of the system.**
- 6.1.3 The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.
- 6.1.4 Upon receipt of such notice, the Vendor shall, with all reasonable speed, repair or replace the defective Fire Resistant Cabinets or parts thereof, without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.
- 6.1.5 If the Vendor, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.

6.2 Period of Contract

- 6.2.1 This contract for “**Supply and Installation of Fire Resistant Cabinets**” shall be valid for a total period of **1 (One) Years**, i.e. warranty period of **1 year (12 months)** in respect of the Fire Resistant Cabinets, after the Fire Resistant Cabinets, or any portion thereof as the case may be, have been delivered (and commissioned) to the final destination indicated and accepted as part of the scope of this bid.
- 6.2.2 The Purchaser reserves the right to enter into AMC with the vendor at the rates not exceeding those offered in **Annexe 4.2.2 of section IV of Commercial Bid** of the bidder for the period of **2 years (24 months)**, after the expiry of warranty period.
- 6.2.3 Notwithstanding the provisions of **Clauses 15, 16 and 17**, the period of Contract shall be valid subject to the satisfaction of the Purchaser.

7. Payment

7.1 Supply and Installation –

The payment mode would be a one-time non-recurring cost which will be made against successfully supplying, installing and acceptance of the Fire Resistant Cabinets.

7.2 Annual Maintenance Contract –

The payment would be released on quarterly basis on production of invoices and on satisfactory completion of maintenance.

8. Currency of Payment

8.1 Payment shall be made in Indian Rupees only.

9. Repeat Orders

9.1 The Purchaser may at any time, can order upto 50% quantity of the items under the present contract within six month from the date of supply/successful completion of the contract, the cost, terms and conditions remaining the same. It will be entirely the discretion of the Purchaser to exercise this option or not.

10. Contract Amendments

10.1 Subject to **Clause 12**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

11. Assignment

11.1 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.

12. Sub-contracts

12.1 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.

13. Delays in the Vendor's Performance

- 13.1 Delivery of the Fire Resistant Cabinets and performance of service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in **Clause 5 Section V – Scope of Work**.
- 13.2 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.
- 13.3 If at any time during performance of the Contract, the Vendor or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods, 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 delay the delivery of goods and performance of services is not found acceptable to the purchaser, **Clause 13.2** would be invoked.

14. Liquidated Damages

- 14.1 If the Bidder fails to deliver any of the services relate to Fire Resistant Cabinets supplied within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the **0.5 per cent per day or part thereof** of the contract price of the delayed unperformed Services for every week or part thereof of delay until actual delivery or performance, up to **maximum deduction of 10%** of the contract price. Once the maximum is reached, the Purchaser may consider termination of the Contract.

15. Termination for Default

- 15.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part:
- (a) If the Vendor fails to supply Fire Resistant Cabinet within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to

Clause 13; OR

- (b) If the Vendor fails to perform any other obligation(s) under the contract.

15.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to **Clause 15.1** the Purchaser may pay, upon such terms and in such manner as it deems appropriate. However, the Vendor shall continue performance of the Contract to the extent not terminated.

16. Force Majeure

16.1 Notwithstanding the provisions of **Clauses 13, 14, 15** 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.

16.2 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.

16.3 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.

17. Termination for Convenience

17.1 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.

17.2 The Fire Resistant Cabinets that are complete and ready for shipment within 30 days after the Vendor receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the

remaining Fire Resistant Cabinets, the Purchaser may elect to cancel the remainder and pay to the Vendor an agreed amount for partially completed Fire Resistant Cabinets and for materials and parts previously procured by the Vendor.

18. Dispute Resolution

- 18.1. 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.
- 18.2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 18.3. The Arbitration proceedings shall be held in Delhi, India.
- 18.4. The Arbitration proceeding shall be governed by the substantive laws of India.
- 18.5. The proceedings of Arbitration shall be in English language.
- 18.6. 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.
- 18.7. 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.

- 18.8. 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.
- 18.9. 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.
- 18.10. 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.
- 18.11. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- 18.12. 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.
- 18.13. 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.
- 18.14. 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.

19. Applicable Law

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

20. Notices

- 20.1 Any notice by one party to the other pursuant to the Contract shall be sent in writing or by email and confirmed in writing to the address specified for that purpose in the contract.
- 20.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

21. Price Fall

- 21.1 The prices charged for the services supplied under this contract by the Vendor shall in no event exceed the lowest price at which the Vendor sells the 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.
- 21.2 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.
- 21.3 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 or at any time, whichever is earlier, to incorporate downward revisions as applicable and necessary.

22. Delivery

The delivery of Fire Resistant Cabinet should be done within the period indicated in the notification of award.

23. Prices

Prices to be firm: The prices quoted for the Services shall be firm

throughout the currency of contract and shall not be subject to any variation.

24. Deductions

Payments, as envisaged in **Clause 7**, shall be subject to deductions of any amount, for which the Vendor is liable under the agreement against this Bid.

25. Taxes and Duties

The Vendor shall be entirely responsible for all taxes, duties, license fees etc., incurred until performance 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.

26. Insurance

26.1 The Fire Resistant Cabinets supplied under the Contract shall be fully insured by the Vendor against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

27. "No Claim" Certificate

27.1 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.

28. Continuing Support

28.1 The Vendor shall provide adequate and appropriate support and participation, on a continuing basis, in tuning all vendor supplied software to meet the requirements of the applications.

SECTION IV- CONTENTS OF BIDS

Annexe 4.1.1

TECHNICAL BID

BID PARTICULARS FOR Bid No. _____

- 1. **Name of the Bidder** _____
 - 2. **Address of the Bidder** _____
 - 3. **Name of the Manufacturer/Supplier of the Product offered** _____
 - 4. **Address of the Manufacturer/Supplier of the Product offered** _____
 - 5. **Place of Manufacturer/Supplier of the Product offered** _____
 - 6. **Bidders Proposal Number and date** _____
 - 7. **Name and address of the officer to whom all references shall be made regarding this bid** _____
- Tel. No.** _____
Cell No. _____
Fax No. _____

| | |
|------------------|-----------------|
| Witness : | Bidder : |
| Signature ----- | Signature ----- |
| Name ----- | Name ----- |
| Address ----- | Address ----- |
| Date ----- | Date ----- |

Company Seal

Technical Bid Letter

To

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

Ref : Bid No. _____

Sir,

We declare:

- (i) That we are manufacturer/supplier of Fire Resistant Cabinets for storing computer tapes and digital media.
 - (ii) That we/our principals are equipped with adequate machinery for production quality control and testing of offered products manufactured/developed and used by us and that our development establishment is open for inspection by the representatives of the Unique Identification Authority of India.
2. We hereby offer to supply the Fire Resistant Cabinets at the prices and rates mentioned in the **Annexe 4.2.2** of the Commercial Bid.
 3. **PERIOD OF DELIVERY**

We do hereby undertake that, in the event of acceptance of our bid, the supply of Fire Resistant Cabinets shall be made as stipulated in the Schedule to the Bid Document and that we shall perform all the incidental services.
 4. **TERMS OF DELIVERY**

The prices quoted are inclusive of all charges including installation and commissioning charges in the UIDAI at the locations as mentioned in **Appendix C**.
 5. We agree to abide by our offer for a period of **180 days** from the last date of submission of bid and that we shall remain bound by a communication of acceptance within that time.
 6. We have carefully read and understood the terms & conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.

7. 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.)

9. Bid Security (**Earnest Money**), in original, for an amount equal to **Rs. _____ (Rupees _____ only)** is enclosed in the Cover containing **Technical Bid** in the form of specified in **Clause 2 of Section I**.

10. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of awarding the Contract, shall constitute a binding contract between us.

Dated this day of 2015

Signature of the bidder

Name :
Full Address :
Telephone No :
Fax No :

Details of enclosures:

- 1.
- 2.
- 3.
- 4.
- .
- .
- .

General Specification of the Hardware – Fire Resistant Cabinet

| Component | General Specifications |
|--|---|
| <p>Fire Resistant Cabinets for storing computer tapes and digital media</p> | <p>Capacity : 350 - 400 Liters Weight : Minimum 500 Kg Fire Protection : Over 900 degree Centigrade, Min for 1hr as per IS 14562 or UL72 Class 125-60 or NT Fire 017-60 Door : One single front door, self-locking doors, min 66 mm thick door Shelves : Minimum 4 adjustable shelves Locks : Minimum eight lever dual control key locks And standard Protection from Dust, Magnetic Fields, unauthorized access, theft, moisture or any corrosive gases.</p> |

Commercial Bid Letter

To

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

Ref : Bid No. _____

Sir,

We declare :

- (i) That we are manufacturer/supplier of Fire Resistant Cabinets for storing computer tapes and digital media.
 - (ii) That we/our principals are equipped with adequate machinery for production quality control and testing of offered products manufactured/developed and used by us and that our development establishment is open for inspection by the representatives of the Unique Identification Authority of India.
2. We hereby offer to provide the Fire Resistant Cabinets at the prices and rates mentioned in the **Annexe 4.2.2** of the Commercial Bid.
3. **PERIOD OF DELIVERY**
- We do hereby undertake that, in the event of acceptance of our bid, the supply of Fire Resistant Cabinets shall be made as stipulated in the Schedule to the Bid Document and that we shall perform all the incidental services.
4. **TERMS OF DELIVERY**
- The prices quoted are inclusive of all charges including installation and commissioning charges in the UIDAI at the locations as mentioned in **Appendix C**.
5. We enclose herewith the complete **Commercial Bid** as required by you. This includes:

| S. NO. | CONTENTS |
|---------------|---|
| 1. | Commercial Bid Letter (Annexe 4.2.1) |
| 2. | Summary of Cost of Goods offered (Annexe 4.2.2) |

8. We agree to abide by our offer for a period of **180 days** from the last date of submission of the bid and that we shall remain bound by a communication of acceptance within that time.
9. We have carefully read and understood the terms & conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.
10. Certified that the bidder is :
- c) The Constituted attorney of the company and the person signing the bids is the constituted attorney of the Company.
- OR**
- d) 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.)
11. Bid Security (**Earnest Money**), in original, for an amount equal to **Rs. _____ (Rupees _____ only)** is enclosed in the Cover containing **Technical Bid** in the form of specified in **Clause 2 of Section I**.
12. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of awarding the Contract, shall constitute a binding contract between us.

Dated this day of 2015

Signature of the bidder

Name :
Full Address :
Telephone No :
Fax No :

Details of enclosures:

- 1.
- 2.
- 3.

DETAILS OF THE COSTS FOR HARDWARE OFFERED

| S No. | Item Description | No. of Units | Unit Rate (in Rupees) | Taxes per Unit (in Rupees) (5)=(5a+5b) | | Total Unit Cost [(6)=(4)+(5)] (in Rupees) | Total Cost including Taxes (7)=(3)x(6) (in Rupees) |
|--------------------|--|--------------|--------------------------|--|----------------------------|---|--|
| | | | | Custo ms/ Excise duty (Rs) | Sales Tax / VAT (Rs) | | |
| (1) | (2) | (3) | (4) | (5a) | (5b) | (6) | (7) |
| 1 | Fire Resistant Cabinets for storing computer tapes and digital media Specifications : 350 - 400 Liters, Minimum 500 Kg, Over 900 degree Centigrade, Min for 1hr as per IS 14562 or UL72 Class 125-60 or NT Fire 017-60, One single front door, self-locking doors, min 66 mm thick door, Minimum 4 adjustable shelves, Minimum eight lever dual control key locks, And standard Protection from Dust, Magnetic Fields, unauthorized access, theft, moisture or any corrosive gases. | 8 | | | | | |
| 2 | Annual Maintenance Cost of Fire Resistant Cabinet per year | 8 | | | | | |
| TOTAL COSTS | | | | | | | |

IMPORTANT NOTE: The bidder should note that all items mentioned above should be quoted failing which the bid is liable to be rejected.

TOTAL AMOUNT IN RUPEES (in figures) _____

(in words) _____

Signature of Witness
Date
Place

Signature of Bidder
Date
Place

Note: (i)
(ii)

SECTION V- SCOPE OF WORK

1. SCOPE OF WORK

- 1.1 The Unique Identification Authority of India (UIDAI) is inviting bids for **“Supply and Installation of Fire Resistant Cabinets”** for its offices at Bengaluru and Delhi.
- 1.2 Immediately, after the receipt of purchase order, the selected bidder shall have to visit the UIDAI offices at Bengaluru & Delhi and coordinate with the UIDAI officials for providing the fire resistant cabinets.

2. SUPPLY AND INSTALLATION

- 2.1 The selected Bidder shall have to supply following hardware and software items along with associated peripherals and accessories –

| S. No. | Component | Quantity required | General Specifications |
|--------|---|-------------------|--|
| 1 | Fire Resistant Cabinets for storing computer tapes and digital media | 8 | Capacity : 350 - 400 Liters Weight : Minimum 500 Kg Fire Protection : Over 900 degree Centigrade, Min for 1hr as per IS 14562 or UL72 Class 125-60 or NT Fire 017-60 Door : One single front door, self-locking doors, min 66 mm thick door Shelves : Minimum 4 adjustable shelves Locks : Minimum eight lever dual control key locks And standard Protection from Dust, Magnetic Fields, unauthorized access, theft, moisture or any corrosive gases. |

The selected Bidder shall be responsible for installation, commissioning of Fire Cabinets with Incidental Services in respect of above mentioned hardware items at the Bengaluru and NCR Delhi in consultation with UIDAI.

3. SCHEDULE OF REQUIREMENTS

- I. The Bidder shall be responsible to Supply and Install the hardware along with associated Accessories and also provide Services as mentioned in this Section.

- II. The Bidder should ensure that all the peripherals, accessories, sub-components required for the functionality and completeness for the Schedule of Requirements including but not limited to devices, equipment, accessories, tools, etc. should also be provisioned according to the requirements for successful installation, integration and commissioning of systems.
- III. 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.
- 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

- I. The Bidder shall provide services for installation, commissioning and other incidental services for Fire Resistant Cabinet at Bengaluru and NCR Delhi.
- II. 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, to ensure successful completion.
- III. The installation and commissioning would be considered acceptable only after the acceptance test and it met the satisfaction of UIDAI.

In addition to the above, the selected bidder shall be responsible for performance of any and all additional activities as may be required successful achievement of UIDAI’s objectives associated with this procurement in full compliance with instructions as may be issued by UIDAI during the tenure of this contract.

5. TIMELINES

5.1 Delivery Schedule

All Fire Resistant Cabinets should be delivered within **6 (Six) weeks from the date of issue of Purchase Order** at the respective sites.

6. INSTALLATION SCHEDULE

All items should be installed, configured and commissioned within **2(two) weeks from the date of delivery of equipments** at the respective sites.

7. SERVICE LEVELS – Incident Management and Issue Resolution

Support for the hardware supplied shall be provided on a 8-hour response, 24x7 basis including public holidays:

| S. No. | Service Level Description | Target |
|--------|--|----------|
| 1 | Response time - Acknowledgement and response to incident report (acknowledge the receipt by logging the call, assigning a case ID, and communicating that case ID to UIDAI) | 8 hour |
| 2 | Restoration time - time taken to close the tickets after providing the root cause analysis or resolution of the issue after the call has been received and acknowledged. | 24 hours |
| 3 | Resolution time – Time for resolution of incidents after the call has been received and acknowledged. | 72 hours |

Service Levels applicable during Warranty and Maintenance Period

SECTION VI- APPENDICES

Appendix A

CONTRACT

THIS AGREEMENT made this ___ day of between 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 Procurement of Fire Resistant Cabinets along with Incidental Services with the **Vendor**, for the Data Centres of Unique Identification Authority of India in Bengaluru and NCR Delhi, and has accepted to pay to the **Vendor** the contract amount for provisioning of those goods & related services at a total cost not exceeding (**Rupees**) (hereinafter referred to as "the Contract Price").

AND WHEREAS the **Vendor** has agreed to provide Fire Resistant Cabinets and 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 “Supply and Installation of Fire Resistant Cabinets” in the Data Centres of Unique Identification Authority of India, including

- (i) Instruction to Bidders
- (ii) General Conditions of Contract
- (iii) Scope of Work
- (iv) List of Site(s)

Section II
Section III
Section V
Appendix C

B. Clarifications issued by the **Purchaser.**

C. Pre-Qualification, Technical and Commercial proposals submitted by the **Vendor.**

D. Order No. _____ dated _____ placed on the **Vendor.**

E. Acceptance of the order vide No. _____ dated _____ by the Vendor.

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 goods and 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 the Fire Resistant Cabinets 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.

| S No. | Item Description | No. of Units | Unit Rate | Taxes per unit | Total Unit Cost | Total Cost including Taxes |
|-------------------|------------------|--------------|-------------|----------------|-----------------|----------------------------|
| | | | (in Rupees) | (in Rupees) | [(6)=(4)+(5)] | (7)=(3)x(6) |
| | | | (in Rupees) | (in Rupees) | (in Rupees) | (in Rupees) |
| | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | | | | | | |
| 2 | | | | | | |
| TOTAL COST | | | | | | |

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 _____

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 -----

Address -----

Date -----

Date -----

Place : New Delhi

Place New Delhi

In the presence of:

In the presence of:

Signature -----

Signature -----

Name -----

Name -----

Designation _____

Designation _____

Date -----

Date -----

Place : New Delhi

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 (DeitY), Government of India

3rd 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 (DeitY), 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 **"Supply and Installation of Fire Resistant Cabinets at Bengaluru and NCR Delhi"** 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 notwithstanding 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 notwithstanding 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).
 - (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
Stamp)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank

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

Appendix C

List of Locations where Fire Resistant Cabinets have to be Supplied, Installed, Commissioned

The supply and installation shall happen at the following locations:

| S No. | City | Address | Name of Contact Person |
|--------------|-----------------------|--|-------------------------------|
| 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 | |