

Bid Document No.	T-11014/11/2016-TECH
Date	04 JULY 2016

ONLINE BID DOCUMENT

FOR

Request for Proposal for Supply, Installation and Support of Corporate Email Solution

04/JULY/2016

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA,
DEPARTMENT OF ELECTRONICS AND INFORMATION TECHNOLOGY,
GOVERNMENT OF INDIA,
NEW DELHI**

Table of Contents

1.1 Preamble6

1.2 Schedule for Invitation to Bid8

 1.2.1 Important Dates9

1.3 Check lists..... 10

 1.3.1 Check List of documents/supporting documents to be uploaded in the Technical Bid 10

 1.3.2 Check List of Annexe / Appendix to be uploaded in Technical Bid 13

 1.3.3 Check List of Annexe / Appendix to be uploaded in the Commercial Bid 14

1.4 Procedure for Submission of Online Bids on CPP Portal..... 14

 1.4.1 Registration 14

 1.4.2 Searching for tender documents 15

 1.4.3 Preparation of bids..... 15

 1.4.4 Submission of bids 16

 1.4.5 Assistance to bidders 17

SECTION II- Instruction to Bidders 18

 2.1 Procedure for Online Submission of Bids 18

 2.2 Tender Fee 18

 2.3 Contents of the Bid Document 19

 2.4 Clarification of Bid Document 19

 2.5 Amendment to the Bid Document..... 20

 2.6 Language of Bids 20

 2.7 Documents Comprising the Bids 20

 2.8 Bid Prices..... 23

 2.9 Firm Prices..... 23

 2.10 Discount 23

 2.11 Bidder Qualification 23

 2.12 Bid Security 24

 2.13 Period of Validity of Bids..... 24

 2.14 Format and Signing of Bid 25

 2.15 Revelation of Prices..... 25

 2.16 Terms and Conditions of Bidders..... 25

 2.17 Local Conditions..... 25

Bid No. T-11014/11/2016-TECH

2.18	Headings.....	26
2.19	Conditions for Bidders	26
2.20	Last Date for Receipt of Bids.....	26
2.21	Late Bids.....	26
2.22	Address for Correspondence	26
2.23	Opening of Bids by UIDAI.....	26
2.24	Clarification	26
2.25	Preliminary Examination.....	26
2.26	Contacting the UIDAI	27
2.27	Post Qualification.....	27
2.28	Criteria for Evaluation of Bids	27
2.29	UIDAI's Right to Vary Scope of Contract at the time of Award.....	28
2.30	UIDAI's Right to Accept Any Bid and to Reject Any or All Bids	28
2.31	Notification of Award.....	29
2.32	Signing of Contract.....	29
2.33	Performance Bank Guarantee (PBG)	29
2.34	Confidentiality of the Document	29
2.35	Rejection Criteria	29
SECTION III - GENERAL CONDITIONS OF CONTRACT.....		31
3.1	Definitions.....	31
3.2	Interpretation	32
3.3	Application	33
3.4	Standards	33
3.5	Use of Contract Documents and Information.....	34
3.6	Patent Rights.....	34
3.7	Performance Security.....	34
3.8	Installation, Commissioning, Testing and Acceptance Tests	34
3.9	Incidental Services	35
3.10	Delivery and Documents.....	35
3.11	WARRANTY AND PERIOD OF CONTRACT	35
	Warranty.....	35
	Period of Contract.....	36
3.12	Payment schedule.....	36
	Software Solution:	36



Bid No. T-11014/11/2016-TECH

Payment in Extension Period	37
Currency of Payment	37
3.13 Change Orders	37
3.14 Contract Amendments.....	37
3.15 Assignment.....	37
3.16 Sub-contracts	37
3.17 Key Performance Measurements	37
3.18 Delays in the Vendor's Performance	38
3.19 Liquidated Damages.....	38
3.20 Termination for Default	39
3.21 Force Majeure.....	40
3.22 Termination for Insolvency	41
3.23 Termination for Convenience	41
3.24 Dispute Resolution.....	41
3.25 Governing Language	42
3.26 Applicable Law	42
3.27 Notices	42
3.28 Back-up Support.....	43
3.29 Firm price	43
3.30 Delivery	43
3.31 Passing of Property	43
3.32 Prices.....	43
3.33 Deductions	43
3.34 Taxes and Duties.....	43
3.35 Insurance.....	43
3.36 "No Claim" Certificate	43
3.37 Continuing Support	44
3.38 Conflict of Interest	44
3.39 Delivery and Risk Purchase	44
3.40 Fall Clause	44
3.41 Limitation of Liability	45
SECTION IV – CONTENTS OF BIDS.....	46
4.1 TECHNICAL BID.....	46
4.1.1 BID PARTICULARS (Annexe 4.1.1).....	46

Bid No. T-11014/11/2016-TECH

4.1.2	Technical Bid Letter (Annexe 4.1.2).....	47
4.1.3	DECLARATION FOR THE GOODS OFFERED (Annexe 4.1.3).....	49
4.1.4	STATEMENT OF DEVIATIONS FROM THE TERMS AND CONDITIONS (Annexe 4.1.4).....	50
4.1.5	DELIVERY SCHEDULE (Annexe 4.1.5)	51
4.1.6	WARRANTY (Annexure 4.1.6)	52
4.1.7	MANUFACTURER’S AUTHORIZATION FORM (Annexure 4.1.7).....	53
4.2	COMMERCIAL BID	54
4.2.1	BID PARTICULARS (Annexe 4.2.1)	54
4.2.2	Commercial Bid Letter (Annexe 4.2.2)	55
4.2.3	SUMMARY OF THE COSTS OF GOODS / SERVICES OFFERED (Annexe 4.2.3).....	57
4.2.4	COMMERCIAL BIDFORM-1: COST OF SOFTWARE SOLUTION- BOQ_XXXX (Annexe 4.2.4).....	58
Section V – scope of work.....		59
5.1	Definitions.....	59
5.2	SCOPE OF WORK	60
5.3	Supply of Software Solution.....	61
	Bill of Material.....	61
	Installation and Commissioning of Software Solution.....	62
5.4	Schedule of requirements.....	63
5.5	Services	64
5.5.1	Requirements and Objectives.....	64
5.5.2	Installation and Commissioning	65
5.5.3	Service levels – Incident Management and Issue Restoration	66
5.6	Timelines	67
	Delivery Schedule and Implementation Schedule.....	67
5.7	Commissioning and Acceptance	67
	Commissioning and acceptance of Software Solution.....	67
Section VI – Appendices.....		69

1 SECTION I – Invitation to Bid

1.1 Preamble

1. This invitation to bid is for “Request for Proposal for Supply, Installation and support of Corporate Email Solution” in the Data Centers (Location) of Unique Identification Authority of India at Hebbal (Bengaluru) and Manesar (Haryana).

(a) Bidders are advised to study the Bid document carefully. Online 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. Offers prepared in accordance with the procedures enumerated in **Clause 1 of Section II** should be submitted online only CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 1.2.1**. Tenderer/Contractor are advised to follow the instructions provided in the “**Instructions to the Contractors/Tenderer**” for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with **100 dpi with black and white option** which helps in reducing size of the scanned document.

Manual bids shall not be accepted.

(b) Tenderer who has downloaded the tender from the UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.

(c) Intending bidders are advised to visit again UIDAI website www.uidai.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

(d) The Hard Copy of original instruments in respect of cost of tender document, earnest money, original copy of affidavits, and credit facility certificate must be delivered to the address as mentioned in the Clause 1.2 on or before bid opening date/time as mentioned in Important Dates section. The Bidder is required to pay **Rs.500/-** (Rupees Five 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



Bid No. T-11014/11/2016-TECH

on a Scheduled Bank in favor of “**PAO, UIDAI**” and payable at **New Delhi**. **The Bid Document Fee is non-refundable**. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable.

(e) All Bids must be accompanied by an **EMD (Earnest Money Deposit) / Bid Security of Rs. Five Lakhs only** except for those bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or with the Ministry of Communication and Information Technology (MCIT).

(f) The detailed Scope of Work has been included in the RFP for selection of Bidder for “**Request for Proposal for Supply, Installation and support of Corporate Email Solution**”. The eligibility criteria for the bidders should be fulfilled for consideration of the bid.

(g) The tender fee is non-refundable. The RFP will be available on all working days during office hours till the last date & time of submission of bids. The format of Non-Disclosure Agreement (NDA) and other details are available on the websites www.uidai.gov.in and www.eprocure.gov.in.

(h) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

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

(a)	Name of the Purchaser	The President of India acting through the Director General & Mission Director, Unique Identification Authority of India, DeitY, Govt. of India (Gol), 3 rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110 001
(b)	Address and addressee	The Deputy Director General (Technology) Unique Identification Authority of India (UIDAI), DeitY, Govt. of India (Gol), 3 rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001
(c)	Closing Time and Date for receipt of online bids	On or before 1500 hours of 29-07-2016.
(d)	Name of the Contact Person for any clarification	Assistant Director General (Information Security), Unique Identification Authority of India (UIDAI), DeitY, Govt. of India (Gol), 9 th Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001 Queries should be submitted via E-mail and by paper copy through post E-mail – davesh.singh@uidai.net.in
(e)	Date till which the response to the bid should be valid	180 days from the date of opening of Technical Bids.

1.2.1 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	4-July-2016 14:00 Hrs
Pre-Bid Meeting (Venue:- Conference Hall, 3 rd Floor, Tower II, UIDAI Hqr)	15-July-2016 15:00 Hrs
Last date for submission of written queries for clarifications on Bid document	19-July-2016 15:00 Hrs
Last date for reply to written queries of prospective bidders	25-July-2016
Last date & time of submission of Bids	29-July-2016 15:00 Hrs
Opening of Technical Bids	29-July-2016 15:15 Hrs
Opening of Financial Bids	To be informed later

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

1.3 Check lists

- a) Please check whether following have been included namely, **Technical Bid** and **Commercial Bid**.
- b) **Check list (as in Table-1 and Table-2 below) should be duly filled, signed and scanned and should be made part of Packet – 1 to be uploaded as part of Technical Bid.** The Annexures supporting the above list shall be placed in the Packet-1.
- c) **Check-list (as in Table-3 below) should be duly filled, signed should be made part of the Packet-2 to be uploaded as part of Commercial Bid.** The Annexures supporting the above list shall be placed in the Packet-2.

1.3.1 Check List of documents/supporting documents to be **uploaded** in the Technical Bid

Table -1

S. No.	Eligibility Criteria	Whether uploaded (Y/N)
(i)	Signed and Scanned Copy of Tender Fee document.	
(ii)	Signed and Scanned Copy of Bid Security of the prescribed amount as per Section I - 1 (b) and validity pursuant to Clause 2.12 of Section II	
(iii)	Signed and Scanned Copy of Bidder's Profile in the format prescribed in Appendix D of Section VI	
(iv)	The bidder should not be blacklisted / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs. Signed and Scanned Copy of Undertaking from bidder in this regard to be submitted.	
(v)	Bidder should have a valid Sales Tax Number/ VAT Number, PAN Number and PF code and to submit Signed and Scanned self-attested copies of these documents.	
(vi)	The Bidder should have at least 10 technical employees (IT Experts) on its own roll as on 31st March 2016 and shall provide Signed and Scanned Copy of documentation signed by the HR Head or Authorized signatory.	
(vii)	Bidder as well as OEM of Bidder should have ISO Certificate 9001 or any other equivalent or better quality	

	certification. Signed and Scanned Copy of same shall be provided.	
(viii)	The Bidder should be an Information Technology (IT) Company and should have been in the business of manufacture/sale/installation and commissioning of hardware and software, for the last 3 years ending 31.03.2016. The bidder should have necessary technical experience in the implementation of e-mail solution. The bidder should provide Signed and Scanned Copy of Manufacture Authorization Form from OEM as per Tech Bid Annexe 4.1.7 of OEMs of Software.	
(ix)	The Bidder should have average annual turnover of Rs. 2.5 Crores from sales of Hardware, software and Services in India in the last three financial years ended on 31.03.2016. The average turnover refers to the average turnover of the company and not the composite turnover of its subsidiaries/sister concerns, etc. The bidder must submit Signed and Scanned Copy of Memorandum of Association (MOA), Audited Balance Sheets and Profit & Loss Account Statement for last 3 financial years ended on 31.03.2016 along with the bid. However, in the case of non-availability of audited balance sheets, a Signed and Scanned Copy of Certificate from the Statutory Company Auditors/ Company Secretary of the respective organization Certifying the turnover of the Bidder in the last three financial years would be acceptable.	
(x)	The bidder must have completed/discharged at least One Project of the value of at least seventy five lakhs. Or Two Projects of the value of at least fifty lakhs. Or Three (3) purchase orders in India each of the value of at least forty lakhs, comprising of supply, installation and commissioning of Hardware, software and Services in the last 4 financial years ended on 31.03.2016. For each of such order, the bidder should submit the	

	<p>following :</p> <p>Signed and Scanned Copy of each such purchase order clearly indicating the value of the Order.</p> <p>Signed and Scanned Copy of certificate from the Statutory Auditor/ Chartered Accountant / Company Secretary/ Director of the bidder's company indicating and certifying the value of the components relating to supply, installation and commissioning of Hardware and software.</p> <p>Signed and Scanned Copy of completion/discharge certificate from respective customers indicating satisfactory execution of such order/contract /payment milestones of customer.</p>	
(xi)	The bidder must be a registered company in India registered under Companies Act 1956 and shall provide Signed and Scanned Copy of valid registration certificate of incorporation and have its own maintenance/support infrastructure facilities in India in respect of all goods/services covered in this bid.	
(xii)	The bidder should provide the support at UIDAI office in Bengaluru and NCR Delhi/Manesar.	
(xiii)	Signed and Scanned Copy of Notarized Power of Attorney executed by the Bidder in favor of the person signing the bid document certifying him as an authorized signatory for the purpose of this Bid	
(xiv)	Bidder should provide the Signed and Scanned Copy of MAF (as per Annexure 4.1.8) from all the OEM of products as asked in Section V	
(xv)	<p>The bidder should have successfully implemented and maintained the similar mailing solution in India in the last 4 years with at-least one implementation in Govt/PSU organization.</p> <p>The bidder should submit the following :</p> <p>Signed and Scanned Copy of of purchase order clearly indicating the value of the Order.</p>	

Bid No. T-11014/11/2016-TECH

	<p>Signed and Scanned Copy of certificate in original from the Statutory Auditor/ Chartered Accountant / Company Secretary/ Director of the bidder's company indicating and certifying the value of the components relating to supply, installation and commissioning of Hardware and software.</p> <p>Signed and Scanned Copy of completion certificate/discharge from respective customers indicating satisfactory execution of such order/contract /payment milestones of customer.</p>	
--	--	--

1.3.2 Check List of Annexe / Appendix to be uploaded in Technical Bid

Table -2

S. No.	Description	Whether uploaded (Y/N)
(i)	Signed and Scanned Copy of Bid Particular under Technical Bid (Annexe 4.1.1)	
(ii)	Signed and Scanned Copy of Technical Bid Letter (Annexe 4.1.2)	
(iii)	Signed and Scanned Copy of Declaration For The Goods Offered (Annexe 4.1.3)	
(iv)	Signed and Scanned Copy of Statement of Deviation(s) from Tender Terms & Conditions (Annexe 4.1.4)	
(v)	Signed and Scanned Copy of Delivery Schedule (Annexe 4.1.5)	
(vi)	Signed and Scanned Copy of Warranty (Annexe 4.1.6)	
(vii)	Signed and Scanned Copy of Manufacturer's Authorization Form (Annexe 4.1.7)	
(viii)	Signed and Scanned Copy of Statement of Undertaking from OEM (Appendix E)	
(ix)	Signed and Scanned Copy of Qualitative Requirements Form(s) (Appendix H)	

1.3.3 Check List of Annexe / Appendix to be uploaded in the Commercial Bid**Table - 3**

S. No.	Description	Whether Uploaded (Y/N)
(i)	Signed and Scanned Copy of Bid Particulars under commercial Bid (Annexe 4.2.1)	
(ii)	Signed and Scanned Copy of Commercial Bid Letter (Annexe 4.2.2)	
(iii)	Signed and Scanned Copy of Summary of Cost of Goods and Services offered (Annexe 4.2.3)	
(iv)	Signed and Scanned Copy of Cost of Software Solution (Annexe 4.2.4) in the form of BOQ_XXXX.xls (This can be downloaded during online submission and can be submitted online itself)	

1.4 Procedure for Submission of Online Bids on CPP Portal

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1.4.1 Registration

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying

Bid No. T-11014/11/2016-TECH

Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

1.4.2 Searching for tender documents

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

1.4.3 Preparation of bids

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important

Bid No. T-11014/11/2016-TECH

Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.4.4 Submission of bids

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

Bid No. T-11014/11/2016-TECH

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

1.4.5 Assistance to bidders

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462.

SECTION II- Instruction to Bidders

2.1 Procedure for Online Submission of Bids

The tender shall be submitted Online (complete in all respect) must be uploaded on <https://eprocure.gov.in/eprocure/app> in two packets i.e. Two Bid system (Technical Bid and Commercial Bid), and bidder must follow the procedure as detailed in the Clause 1.4 of Section I.

2.1.1 The bid shall be submitted online in –

Packet-1 having viz.,

1. Tender Fee + EMD + Documents as per check list in Table-1 and Table-2
2. Technical Bid Submission (All the required supporting as well as Annexure as mentioned in CHECK LIST section)

Packet-2 having viz.,

1. Financial Bid Submission (All the required supporting as well as Annexure as mentioned in CHECK LIST section)
2. Schedule of price bid in the form of BOQ_XXXX.xls

2.1.2 All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All the files mentioned below should be in .PDF format except for the BoQ which should be .xls format.

2.1.3 The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

2.1.4 Original Instruments for EMD (as per Bank Guarantee Format in Appendix B) and Demand Draft for Tender Fee must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the Clause 1.2 of Section I. These instruments can also be sent by registered post or can be dropped in the drop box on or before the last date of submission of Bids.

2.2 Tender Fee

1 The Bidder is required to **pay Tender fee of Rupees Five hundred only** for Bid Submission, in the form of a **Bank Demand Draft**. 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.

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.

3 The Financial Proposal/Commercial bid format as mentioned in **Annexe 4.2.4 of Section IV** is also provided as BOQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>.



Bid No. T-11014/11/2016-TECH

Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.

2.3 Contents of the Bid Document

1 The Schedule of Requirements of the Goods/Services 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) Proforma for Bid Security Form (Appendix C)
 - (iv) Bidder's Profile (Appendix D)
 - (v) Statement of Undertaking From OEM (Appendix E)
 - (vi) List of Locations of UIDAI (Appendix F)
 - (vii) Non-Disclosure Declaration (Appendix G)
 - (viii) Qualitative Requirements forms (Appendix H).

2 The Bidder is expected to examine complete bid document including 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.

2.4 Clarification of Bid Document

1 A prospective Bidder requiring any clarification of the Bid Document may notify the UIDAI in writing at the UIDAI's mail address indicated in Clause 1.2 (d) of Section I. The queries must be submitted in Microsoft Excel (Hard copy and Soft copy) format as follows:

Name of Bidder:					
Sr. No	Section No.	Clause No.	Page number in Section	Existing Provision in the Clause	Clarification Sought

2 The UIDAI will respond, to request for clarifications of the Bid Document, received not later than the date prescribed by the UIDAI in Section I, Clause 1.2.1 of this Bid document.

Bid No. T-11014/11/2016-TECH

2.5 Amendment to the Bid Document

1 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.

2 The amendment will be notified by UIDAI's and which will be binding on all bidders.

3 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the UIDAI may, at its discretion, extend the last date for the receipt of Bids.

2.6 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 prevail.

2.7 Documents Comprising the Bids

1 The Bids prepared by the Bidder shall comprise of the following components (refer Clause 2.20 of Section II):

- a) The Technical Bid should comprise of the following:

Table-1

S. No.	Eligibility Criteria
(i)	Signed and Scanned Copy of Tender Fee.
(ii)	Signed and Scanned Copy of Bid Security of the prescribed amount as per Section I - 1 (b) and validity pursuant to Clause 2.12 of Section II
(iii)	Signed and Scanned Copy of Bidder's Profile in the format prescribed in Appendix D of Section VI
(iv)	The bidder should not be blacklisted / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs. Signed and Scanned Copy of Undertaking from bidder in this regard to be uploaded
(v)	Bidder should have a valid Sales Tax Number/ VAT Number, PAN Number and PF code and to upload self-attested Signed and Scanned copies of these documents.
(vi)	The Bidder should have at least 10 technical employees (IT Experts) on its own roll as on 31st March 2016 and shall upload Signed and Scanned copy of documentation signed by the HR Head or Authorized signatory.
(vii)	Bidder as well as OEM of Bidder should have ISO Certificate 9001 or any other equivalent or better quality certification. Signed and Scanned copy of the same shall be uploaded.
(viii)	The Bidder should be an Information Technology (IT) Company and should have been in the business of manufacture/sale/installation and commissioning of hardware and software, for the last 3 Financial years , last ending on 31.03.2016. The bidder should upload Signed and Scanned copies Manufacture Authorization Form from OEM as per Tech

Bid Annexure 4.1.7 of OEMs of Software.	
(ix)	The Bidder should have average annual turnover of Rs. 2.5 Crores from sales of Hardware, software and Services in India in the last three financial years ended on 31.03.2016. The average turnover refers to the average turnover of the company and not the composite turnover of its subsidiaries/sister concerns, etc. The bidder must upload Signed and Scanned copies of Memorandum of Association (MOA), Audited Balance Sheets and Profit & Loss Account Statement for last 3 financial years ended on 31.03.2016 along with the bid. However, in the case of non-availability of audited balance sheets, a Signed and Scanned copy of Certificate from the Statutory Company Auditors/ Company Secretary certifying the turnover of the Bidder in the last three financial years would be acceptable.
(x)	<p>The bidder must have completed/discharged at least</p> <p>a) One Project of the value of at least seventy five lakhs Or</p> <p>Two Projects of the value of at least fifty lakhs Or</p> <p>Three (3) purchase orders in India each of the value of at least forty lakhs, comprising of supply, installation and commissioning of Hardware, software and Services in the last 4 financial years ended on 31.03.2016.</p> <p>For each of such order, the bidder should submit the following :</p> <p>(i) Signed and Scanned Copy of each such purchase order clearly indicating the value of the Order.</p> <p>(ii) Signed and Scanned Copy of certificate from the Statutory Auditor/ Chartered Accountant / Company Secretary/ Director of the bidder's company indicating and certifying the value of the components relating to supply, installation and commissioning of Hardware and software.</p> <p>(iii) Signed and Scanned Copies of completion certificate/discharge from respective customers indicating satisfactory execution of such order/contract /payment milestones of customer.</p>
(xi)	The bidder must be a registered company in India registered under Companies Act 1956 and shall upload Signed and Scanned copy of valid registration certificate of incorporation and have its own maintenance/support infrastructure facilities in India in respect of all goods/ services covered in this bid.
(xii)	The bidder should provide the support at UIDAI office in Bengaluru and NCR Delhi/Manesar.
(xiii)	Signed and Scanned copy of Notarized Power of Attorney executed by the Bidder in favor of the person signing the bid document certifying him as an authorized signatory for the purpose of this Bid
(xiv)	Bidder should upload Signed and Scanned copies of the MAF (as per Annexure 4.1.8) from all the OEM of products as asked in Section V

Bid No. T-11014/11/2016-TECH

(xv)	<p>The bidder should have successfully implemented and maintained the similar mailing solution in India in the last 4 years with at-least one implementation in Govt/PSU organization.</p> <p>The bidder should submit the following :</p> <p>(i) Signed and Scanned copy of purchase order clearly indicating the value of the Order.</p> <p>(ii) Signed and Scanned copy of certificate in from the Statutory Auditor/ Chartered Accountant / Company Secretary/ Director of the bidder's company indicating and certifying the value of the components relating to supply, installation and commissioning of Hardware and software.</p> <p>(iii) Signed and Scanned copy of completion certificate/discharge from respective customers indicating satisfactory execution of such order/contract /payment milestones of customer.</p>
------	---

Table-2

S. No.	Description
(x)	Signed and Scanned Copy of Bid Particular under Technical Bid (Annexe 4.1.1)
(xi)	Signed and Scanned Copy of Technical Bid Letter (Annexe 4.1.2)
(xii)	Signed and Scanned Copy of Declaration For The Goods Offered (Annexe 4.1.3)
(xiii)	Signed and Scanned Copy of Statement of Deviation(s) from Tender Terms & Conditions(Annexe 4.1.4)
(xiv)	Signed and Scanned Copy of Delivery Schedule (Annexe 4.1.5)
(xv)	Signed and Scanned Copy of Warranty (Annexe 4.1.6)
(xvi)	Signed and Scanned Copy of Manufacturer's Authorization Form (Annexe 4.1.7)
(xvii)	Signed and Scanned Copy of Statement of Undertaking from OEM (Appendix E of Section VI)
(xviii)	Signed and Scanned Copy of Qualitative Requirements Form(s) (Appendix H of Section VI)

2 The Commercial Bid should comprise of the following:

Table-3

S. No.	Description
(v)	Signed and Scanned Copy of Bid Particulars under commercial Bid (Annexe 4.2.1)
(vi)	Signed and Scanned Copy of Commercial Bid Letter (Annexe 4.2.2)
(vii)	Signed and Scanned Copy of Summary of Cost of Goods and Services offered (Annexe 4.2.3)
(viii)	Signed and Scanned Copy of Cost of Software Solution (Annexe 4.2.4) in the form of BOQ_XXXX.xls (This can be downloaded during online submission and can be submitted online itself)

Bid No. T-11014/11/2016-TECH

2.8 Bid Prices

3 The Bidder shall indicate in the proforma prescribed at Annexure 4.2.3 & Annexure 4.2.4 of Section IV, the unit prices and total Bid Prices of the Goods/ Services, it proposes to provide under the Contract.

(a) The unit prices quoted in the above mentioned proforma will be used to calculate charges for 'change orders', if any.

(b) In the absence of any information, as requested above, a bid may be considered incomplete and summarily rejected.

(c) The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the study of the bill of material 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.

2.9 Firm Prices

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 Annexure 4.2.3 & Annexure 4.2.4 of Section IV uploaded with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.

2 The Commercial bid should clearly indicate the price to be charged 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 Annexure 4.2.3 & Annexure 4.2.4 of Section IV.

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 Goods/ Services at the beginning of each year or at any time, whichever is earlier, to incorporate downward revisions as applicable and necessary.

2.10 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.

2.11 Bidder Qualification

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.

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

Bid No. T-11014/11/2016-TECH

case he/she shall upload Signed and Scanned Copy of certificate of authority on behalf of the company.

3 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 by an executive officer of the Bidder's organization.

4 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.

5 The power or authorization, please refer Section –I clause 1.3.1 (xiii) necessary power of attorney shall be included in the bid. UIDAI may out rightly reject any bid not supported by adequate proof of the signatory's authority.

2.12 Bid Security

1. Pursuant to Clause 2.19, the Bidder shall furnish, as part of its bid, a bid security of the amount mentioned in Sub-Clause 1.11(b) of Section - I.

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 2.12 (7) of Section II.

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 C of Section VI in the Bid Document and shall be valid for 45 days beyond the validity of the Bid.

4. Bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or with the Ministry of Communication and Information Technology (MCIT) are exempted from furnishing of bid security. Any bid not secured in accordance with Clauses 2.12.1 and 2.12.3 will be rejected by the UIDAI as non-responsive except those.

5. Unsuccessful Bidder's bid security will be discharged/ returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the UIDAI, pursuant to Clause 2.13.

6. The successful Bidder's bid security will be discharged upon the Bidder executing the Contract, pursuant to Clause 2.34 and furnishing the performance security, pursuant to Clause 2.35.

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,

(i) If the Bidder fails to sign the Contract in accordance with Clause 2.34;

(ii) Fails to furnish performance security in accordance with Clause 2.35.

(c) If there is any breach of any confidentiality clause.

2.13 Period of Validity of Bids

1. Bids shall remain valid **for 180 days** after the date of opening of Technical Bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.

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 2.12 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

Bid No. T-11014/11/2016-TECH

2.14 Format and Signing of Bid

1. Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/ legal department must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of company.
2. Un-signed, un-stamped and without certificate for authorized person from bidder's HR / legal department bid shall not be accepted.
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.
4. All pages of the bid being submitted **must be legible, signed and sequentially numbered** by the bidder irrespective of the nature of content of the documents before uploading. Ambiguous bids will be out rightly rejected.

2.15 Revelation of Prices

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

2.16 Terms and Conditions of Bidders

1. Printed terms and conditions of the Bidders will not be considered as forming part of their Bids. In case terms and conditions of the contract applicable to this Invitation of Bid are not acceptable to any Bidder, he should clearly specify deviation in his Technical Bid (Annexure 4.1.4 of Section IV). In case of conditional bids, the bid submitted shall be summarily rejected. All such cases of non-applicability/non-acceptance will be reviewed and considered by Technical Evaluation Committee.
2. The bidder shall compulsorily comply by all the 'mandatory' requirements laid down in Section V - Schedule of Requirements and Appendix H of Section VI. The Bidder to note, that in case any of the deviation (s) or assumption (s) in Terms and Conditions of the tender, the same is to be indicated by the Bidder in Annexure 4.1.4. In case the same are not acceptable to the Purchaser, in such eventuality the Bidder shall have to withdraw such deviation(s)/ assumption(s) failing which the Bid (s) of the Bidder shall be liable to be rejected. Bidder to further note that any failure in compliance of the mandatory requirements of the Section V - Schedule of Requirements and Appendix H of Section VI, the bids would be summarily rejected. Bids not meeting any of the specifications stated under the desirable category mentioned in Appendix H of Section VI would be assessed by the Technical Evaluation Committee (TEC) as to their impact on the desired solution and their decision on the acceptance or otherwise shall be final and binding on the bidder.

2.17 Local Conditions

1. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.
2. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The UIDAI shall not entertain any request for clarification from the Bidder regarding such local conditions
3. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the UIDAI and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the UIDAI on account of failure of the Bidder to appraise themselves of local laws

Bid No. T-11014/11/2016-TECH
/condition.

2.18 Headings

Headings of conditions hereto shall not affect the construction thereof.

2.19 Conditions for Bidders

Refer Section-1, clause 1.3.1.

2.20 Last Date for Receipt of Bids

1 Bids will be received by the UIDAI not later than the time and date specified under clause 1.2.1 of Section I.

2 The UIDAI may, at its discretion, extend the last date for the receipt of bids by amending the Bid Document, in which case all rights and obligations of the UIDAI and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

2.21 Late Bids

Bid cannot be submitted after Bid Submission End Date & Time.

2.22 Address for Correspondence

All correspondence by UIDAI shall be made to the details provided in the Section-IV clause 4.1 of the bid document.

2.23 Opening of Bids by UIDAI

1 On the basis of information furnished in the eligibility criteria of Technical Bid, Bidders will be qualified. The bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation. Bid received without EMD will be rejected straight way. EMD and Tender Fee original instrument must be submitted **on or before the last date of submission of Bids.**

2 Bids of only qualified Bidders will be taken up for further evaluation.

3 The UIDAI will open the Bids, in the presence of the representatives (not more than two representatives per bidder) of the Bidders who choose to attend, at the time, date and place, as mentioned in Section I of this Document.

4 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.

2.24 Clarification

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.

2.25 Preliminary Examination

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.

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 discrepancy between words and figures, the amount in words will prevail.

3. A bid determined as not substantially responsive will be rejected by the UIDAI and may not

Bid No. T-11014/11/2016-TECH

subsequently be made responsive by the Bidder by correction of the nonconformity.

4. The UIDAI may waive any minor infirmity 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.

2.26 Contacting the UIDAI

1. No Bidder shall contact the UIDAI to influence the bidding process or on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.

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.

2.27 Post Qualification

1. The UIDAI will determine to its satisfaction whether the Bidder selected as having submitted the best responsive bid is qualified to satisfactorily perform the Contract.

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 per document sought in the bid document as well as such other information as the UIDAI deems necessary and appropriate.

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 even the UIDAI will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

2.28 Criteria for Evaluation of Bids

1 To meet the UIDAI's requirements, as spelt out in the Bid Document, the selected Bidder must have the requisite experience in supply, installation, integration and commissioning of Hardware and Software, the technical know-how, and the financial wherewithal that would be required to successfully set-up the required infrastructure and provide the Goods/Services sought by the UIDAI, for the entire period of the contract. The evaluation process of the Bid proposed to be adopted by the UIDAI is indicated in sub-Clauses 2 to 8 of clause 2.30. The purpose of Clause 2.30 is only to provide the Bidders an idea of the evaluation process that the UIDAI may adopt. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders.

Phase I: Evaluation of Technical Bids

2 Technical Bids will be opened in the presence of representatives of the Bidders (not more than two representatives per bidder) who choose to be present as per the date and time indicated by the UIDAI. A detailed evaluation will be subsequently carried out by the UIDAI. In this phase, the Technical Bids will be reviewed for compliance of the Bid requirements with reference schedule of requirements of this Bid Document (Section V) and to the responses to the technical requirements given in Appendix H of Section VI. Technical Bids which meet the above mentioned criteria will be eligible for consideration in the subsequent rounds. The technical requirements given in Appendix H of Section VI states the 'Mandatory' requirements that are needed to be compulsorily complied with by the bidder, failing which the bid shall be summarily rejected. The 'Desirable' requirements, although optional are preferable. Bids not meeting any of the specifications stated under the desirable category mentioned in Appendix H of Section VI would be assessed by the Technical Evaluation Committee (TEC) as to their impact on the desired solution and their decision on the acceptance or otherwise shall be final and binding on the bidder. If required, the UIDAI may seek specific clarifications from any or all Bidder(s) at this stage of Technical Evaluation. The UIDAI shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s).

Phase II: Evaluation of Commercial Bids

Bid No. T-11014/11/2016-TECH

3 In this phase, the Commercial Bids of the Bidders, who are technically qualified in Phase I, shall be opened. The Commercial Bid should contain the total cost, both cost of software and post warranty Support of all Goods/ Services, comprising of all items as mentioned in Annexe 4.2.3 to Annexure 4.2.4 of Section IV, proposed to be charged by the Bidder.

4 UIDAI will award the Contract to the successful Bidder whose bid has been determined to be technically qualified and has been determined as the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The UIDAI will however not bind itself to accept the lowest evaluated bid or any bid and reserves the right to accept or reject any bid, wholly or in part. **The tender will be evaluated as a package of all the items in Commercial Bid (Annexure 4.2.4 of Section IV).**

5 In case any item included in the 'Cost of Software' and 'Cost of post warranty Support' (Annexure 4.2.4) is not quoted by the Bidder, the bid would be rejected as non-responsive.

6 UIDAI reserves the right to ask the bidder to validate any technical parameter in a laboratory environment at the time of evaluation of the Technical bid, at the cost of the bidder.

7 Determination of Lowest Commercial Bid is based on lowest quoted price for the following:

S No.	Item Description	No. of Units	Unit Rate (in Rupees)	Taxes per unit (in Rupees)	Total Unit Cost [(6)=(4)+(5)] (in Rupees)	Total Cost including Taxes (8)=(3)x(6) (in Rupees)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Product cost	1500				
2	Implementation cost (DC and DR)	1500				
3	Support and Subscription for 3 years	1				
Grand Total						

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

1 The UIDAI may at any time, by a written order given to the Bidder pursuant to Clause 3.15 of Section III – General Conditions of Contract, make changes within the general scope of the Contract.

2 The UIDAI shall reserve the right, not to purchase all or partial Goods/Services quoted by the bidder in this bid.

3 The UIDAI shall reserve the right, not to award the Comprehensive support to selected bidder after completion of warranty period.

2.30 UIDAI's Right to Accept Any Bid and to Reject Any or All Bids

The UIDAI reserves the right to accept any or all bids, and to annul the Bid process and reject any or 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.

Bid No. T-11014/11/2016-TECH

2.31 Notification of Award

- 1 UIDAI will notify the successful Bidder in writing by letter or by email, to be confirmed in writing by letter, that its bid has been accepted.
- 2 The notification of award will constitute the formation of the Contract.
- 3 Upon the successful Bidder's furnishing of performance security pursuant to Clause 2.35, the UIDAI will promptly notify each unsuccessful Bidder and will discharge its bid security.

2.32 Signing of Contract

- 1 Once UIDAI notifies the successful Bidder that its bid has been accepted, the successful bidder has to submit PBG in accordance with clause 2.35 for entering into contract with UIDAI as per the Contract Form (Appendix A of Section VI provided in the Bid Document). Contract has to be signed by successful bidder within 5 days of submission of PBG.

2.33 Performance Bank Guarantee (PBG)

- 1 Within 7 days of the receipt of notification of award from the UIDAI, the successful Bidder shall furnish the PBG as per Appendix B of Section VI.
- 2 Failure of the successful Bidder to submit the PBG within 7 days shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (EMD), in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.

2.34 Confidentiality of the Document

- 1 This Bid Document is confidential and the Bidder is required to furnish an undertaking that anything contained in this Bid Document shall not be disclosed in any manner by submitting NDA as per Annexure G.
- 2 Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose.
- 3 Bidder has to submit a non-disclosure agreement as per Annexure G of Section VI.

2.35 Rejection Criteria

1 Technical Rejection Criteria

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

- (i) Only the Bidders who quote for the complete Scope of Work and Supply of Goods/Services as indicated in this Bid Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. Incomplete bids will be rejected outright. Evaluation will be carried out for the total scope of work covered in the Bid document.
- (ii) The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical specifications, Timelines and General Terms and Conditions of Contract unless otherwise stated in the deviation statement. Evaluation will be carried out on the information available in the bid.
- (iii) If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process the bid will be rejected and EMD will be forfeited.
- (iv) EMD will be forfeited in case of any breach of Confidentiality clause.

2 Commercial Rejection Criteria

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

(i) Any commercial quote, if found in any part of the bid other than commercial bid, will lead to disqualification of bidder and his bid shall be rejected outright.

(ii) Offers of following kinds will be rejected:

(a) Offers made without Bid Security.

(b) Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid.

(c) Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.

(d) Offers which do not conform to UIDAI's price bid format.

(e) Offers which do not conform to the completion period indicated in the bid.

(iii) Total lump sum price quoted by the Bidder must be inclusive of all taxes, levies, duties etc. including excise duty and sales tax etc.

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

SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

1. "**UIDAI**" means the Unique Identification Authority of India.
2. "**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 & Mission Director, Unique Identification Authority of India.
3. "**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.
4. 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.
5. The "**Vendor**" means the person or the firm or the company with whom the order of or the Procurement of the Goods/Services is place 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.
6. "**The Contract Price**" means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
7. "**The Goods**" mean all of the equipment, hardware, software, machinery, accessories and/or other material which the Vendor is required to supply to the Purchaser under the Contract;
8. "**Service**" means services ancillary to the supply of the Goods, 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;
9. "**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.
10. "**Software Solution**" means the corporate e-mail solution required to meet the desired functionality along with virtualization platform to ensure High Availability (HA) at both sites in DC and DR.
11. "**Supply**" means once the purchaser issues a Purchase Order, the bidder has to supply the items within stipulated time.
12. "**Delivery**" includes logistics, tracking and physical delivery of goods at purchaser premise (up to the equipment handling room-EHR) and handing over the sealed boxes to purchaser representatives. Delivery will be validated as number of boxes delivered against invoices. Delivery Challan needs to be signed by Purchaser/Authorized representatives. Extent of damage to the boxes will be also scrutinized and informed to the vendor.
13. "**Installation**" includes unpacking and movement of goods to the proposed location in Data Centre as indicated in the Deployment plan of the purchaser and the installation of these components adhering to OEM guidelines including cabling.
14. "**Configuration**" includes installation of Operating systems in respective components and power-on, basic hygiene tests, setup and tuning as per purchaser requirements.
15. "**Commissioning**" is declaration of completion of installation of the component by the bidder.

Bid No. T-11014/11/2016-TECH

Purchaser reserves the right to inspect the installation and the bidder has to obtain the installation note duly signed by purchaser or its representative to claim the successful commissioning of the component.

16. **“Integration”** includes network connectivity, end to end testing of the components with the existing setup by the purchaser representative and asset tagging.
17. **“Acceptance”** - Bidder has to submit test cases for each component and shall get approval of the purchaser. Acceptance includes execution of these test cases and verifying the expected results by Purchaser or its representatives. The components and its performance will be validated against the minimum specifications and requirements in the RFP. On successful completion of AT, a certificate will be issued to bidder.
18. **“Clause”**: means a clause of this Contract and the term "Clauses" means more than one clause.
19. **“Calendar Day”**: means any day of the calendar month.
20. **“Working Day”**: means days of the calendar month excluding Sundays or designated government holidays i.e. gazette holidays.
21. **“Calendar Month”**: means any of the twelve months of the Calendar Year.
22. **“Calendar Year”**: means a period of twelve consecutive Months according to the Gregorian calendar, commencing with the first day of January and ending with the thirty-first day of December.
23. **“Contract Term”**: means a period of Three **X** consecutive calendar years counted from the Effective Date.
24. **“Dispute”**: means any dispute/ differences/ controversy/ disagreements which arise "between the parties to this Contract/ Agreement in relation to/ in connection with/ the terms of/ ambit hereof.
25. **“Expiry date”**: means the date on which the terms of the contract which is for a period of **X** consecutive calendar years comes to an end.
26. **“Government Authorities”**: means the Government of India (GOI) and provincial, state or local government in India and any political subdivision thereof
27. **“Business Day”** means any day that is not a Sunday or a public holiday (as per the official holidays observed by UIDAI).
28. **“Notice”** means:
 - a. *an information, announcement, message, notification, warning etc. which is in writing; or*
 - b. *a consent, approval or other communication required to be in writing under this Contract.*

3.2 Interpretation

In this Contract unless the context otherwise requires:

- i. the headings of the Sections, Clause, Appendices, Schedules, Attachments and Annexures in the Contract are inserted for convenient reference only and shall not affect the meaning and/ or interpretation of this Contract;
- ii. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- iii. a reference to the singular includes the plural and vice-versa;
- iv. a reference to a gender shall include any other gender;

Bid No. T-11014/11/2016-TECH

- v. the word “include” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
- vi. unless categorically specified, reference to a Section, Clause, sub-clause, Appendix, Schedule, Attachment or Annexure shall be to a Section, Clause, Sub-clause, Appendix, Schedule, Attachment or Annexure of this Contract, including any amendments or modifications to the same from time to time;
- vii. all Appendices, Schedules, Annexures and Attachments form an integral part of this Contract/ Agreement. In an event of conflict between any provision of the Clause and any provision of the Appendix, Schedule, Attachment or Annexure, the provision of the Clause shall prevail;
- viii. a reference to a person includes a partnership and a body corporate;
- ix. a reference to any legislation/ regulation having force of law includes legislation/ regulation time to time repealing, replacing, modifying, supplementing or amending that legislation;
- x. where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- xi. in the event of an inconsistency between the terms of this Contract and the Tender and the Bid, the terms hereof shall prevail.
- xii. Any reference to time shall, except where the context otherwise requires and specifies, be construed as a reference to the time in India. Any reference to the Calendar shall be construed as reference to the Gregorian calendar.
- xiii. Unless the context otherwise requires, any period of time referred to shall be deemed to expire at the end of the last day of such period;
- xiv. The rule of construction, if any, that a contract should be interpreted against the parties responsible for drafting and preparation thereof, shall not apply;
- xv. All references to agreements, documents or other instruments include (subject to all relevant approvals) a reference to that agreement, document or instrument as amended, supplemented, modified, substituted, assigned or renovated from time to time.
- xvi. If the Contract / Service Specification include more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.

3.3 Application

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

3.4 Standards

1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards, such standard shall be the latest issued by the concerned institution.
2. The Vendor shall ensure that the Goods supplied under the Contract against all purchase orders are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials without any additional cost to the Purchaser.

3.5 Use of Contract Documents and Information

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 it may be necessary for purposes of such performance.
2. The Vendor shall not, without the Purchaser's prior written consent, make use of any document of information enumerated in Clause 2.3 of Section II except for purposes of performing the Contract.
3. Any document, other than the Contract itself, enumerated in Clause 2.3 of Section II shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Vendor's performance under the Contract, if so required by the Purchaser.

3.6 Patent Rights

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

3.7 Performance Security

1. Within 7 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 valid for a period of sixty (60) days beyond the date of completion of contractual obligations of the successful bidder including warranty and post warranty maintenance obligations.
2. The Performance Security Bank Guarantee shall be released on completion of the Contract Period.

3.8 Installation, Commissioning, Testing and Acceptance Tests

1. The Vendor shall be responsible for installation, commissioning and post warranty support of the Software Solution at Data Centre Hebbal and Manesar.
2. The acceptance test which involves the testing and acceptance of the complete Software Solution shall be conducted by the Vendor in the presence of the Purchaser and/or authorized officials and/or any other team or agency nominated by the Purchaser. All expenses for special devices, if any, for installation, commissioning, testing and acceptance of the Goods/Services shall be borne by the Vendor.
3. The Vendor shall describe tests and in details the system on which he proposes to demonstrate the correct working of the equipment supplied, both individually. System testing schedules are thus additional to test specifications for individual items or units of equipment and shall comprise of:
 - i) On-site commissioning tests
4. The acceptance test shall be carried out by the Vendor in the presence of the Purchaser or any other person(s) or agency designated by the Purchaser. In order to qualify for acceptance, the equipment must, as a complete system, operate for a month, 24hours a day, at 99.9% up-time efficiency.

Bid No. T-11014/11/2016-TECH

5. The Vendor shall conclude the installation, commissioning and acceptance as per delivery schedule indicated in Section-IV clause 4.1.6.
6. In case, the Acceptance Tests fails and/or not concluded to the satisfaction of the Purchaser within the prescribed time limit, the Vendor shall repair or replace, at the Vendor's cost, the whole or any part of the equipment as may be necessary for conclusion of the acceptance tests to the satisfaction of the Purchaser within a further period of five (5) days.
7. Should Acceptance Tests still not be concluded to the satisfaction of the Purchaser after the expiration of twenty (20) days from the repair or replacement of each equipment, the Purchaser shall have the right to reject the equipment in respect of which the acceptance tests are not satisfactorily concluded as provided in this Clause and to terminate this contract to the extent it relates to such equipment and in that event the Vendor shall refund and repay all amounts received by the Vendor from the Purchaser and all amount paid by the Purchaser towards freight, insurance, customs duty, octroi and other connected expenses including interest at the rate of 10% per annum in respect of that equipment, within 60 days from the receipt of a written claim from the Purchaser.

3.9 Incidental Services

1. The Vendor shall be required to provide any or all of the following services without any additional cost to UIDAI:
 - (i) Installation, testing and commissioning, warranty and post warranty maintenance and support in respect of supplied Goods.
 - (ii) Performance or supervision of on-site assembly and start-up of the supplied Goods;
 - (iii) Furnishing of tools required for assembly and start-up of the Supplied Goods;
 - (iv) Furnishing of detailed operations and maintenance manuals for each appropriate unit of the supplied Goods;
 - (v) Performance, supervision, maintenance and repair of the supplied Goods, 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;
 - (vi) Provision of 1(one) Resident Engineer/Technician at each of the two Data Centers for any kind of support for the duration of installation, commissioning and acceptance Period.
 - (vii) Other obligations of the Vendor covered under the Contract.

3.10 Delivery and Documents

Delivery of the Goods shall be made by the Vendor in accordance with the terms specified by the Purchaser in its Notification of Award / Letter of Intent.

3.11 WARRANTY AND PERIOD OF CONTRACT

Warranty

1. The Vendor warrants that the Goods 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 Goods 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.

Bid No. T-11014/11/2016-TECH

2. This warranty and support shall remain valid, for 3 Years (36 months) in respect of Software Solution or any portion thereof as the case may be, which have been delivered (and commissioned) to the final destination indicated and accepted as part of the scope of this bid. The warranty and support period shall commence from the date of acceptance of the system by UIDAI as defined in clause 3.1(17) or 90 days from the date of completion of installation and commissioning (where delay is wholly attributable to the purchaser), whichever is earlier.
3. The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.
4. Upon receipt of such notice, the Vendor shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.
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.

Period of Contract

1. This contract for “Request for Proposal for Supply, Installation and support of Corporate Email Solution” shall be valid for a total period of 3 (Three) Years which shall include subscription and comprehensive support for software and solution. The Contract Period is extendable up to 3 Years, year on year basis, at proportionate rate of subscription and support cost of software and solution on same terms and conditions of this contract on mutual consent of both the parties. The warranty period shall commence from the date of acceptance of the system by UIDAI as defined in clause 3.1(17) or 90 days from the date of completion of installation and commissioning (where delay is wholly attributable to the purchaser), whichever is earlier.
2. Notwithstanding the provisions of Clauses 21, 22, 23 and 24 of Section III, the period of Contract shall be valid subject to the satisfaction of the Purchaser.

3.12 Payment schedule

The payment terms are as follows:

Software Solution:

i)	40% against delivery of all equipments and accessories.
ii)	48% against installation, satisfactory commissioning and successful User Acceptance Testing (UAT) of all Goods/ Services. In case the acceptance test of the Goods/Services is delayed or put off beyond 90 days of the receipt of the equipment at Purchaser's sites due to express written instructions of the Purchaser, this amount may be released to the Vendor on his furnishing a necessary Bank Guarantee on stamp paper of requisite value of an equivalent amount from any of the Scheduled Bank.
iii)	12% of the contract value shall be released to the vendor as equated quarterly payment of 1% per quarter for the contract duration of 12 quarters (36 months) from the date of signing of contract. The quarterly payment shall be made to the

vendor subject to fulfilling the SLA requirement as specified in clause 5.5.3 of Section V of the RFP.

Payment in Extension Period

The payment during the extended period, which is after three years, shall be released in equal quarterly installments, if applicable. The same would be applicable only on the subscription and support component of the contract.

Currency of Payment

Payment shall be made in Indian Rupees only.

3.13 Change Orders

1. The Purchaser may at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:
 - (i) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (ii) the method of shipment or packing;
 - (iii) the place of delivery; or
 - (iv) the Services to be provided by the Vendor.
 - (v) increase/ decrease quantities of goods
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.
3. UIDAI reserves the right to increase the quantity by placing repeat order (s) within the Contract Period, of up to 25% of the subscription quantity. UIDAI may also decrease the quantity at its sole discretion. In case of any increase/ decrease in quantities of any item, unit rate for item indicated in the contract will be applicable.
4. In case applicable rates for the increase/decrease of an item in question are not available in the Contract, then the equivalent rates may be finalized based on mutually agreed rates by both parties. UIDAI may form a change order committee for this purpose.

3.14 Contract Amendments

Subject to Clause 3.18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

3.15 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.

3.16 Sub-contracts

No sub-contracting of the work either in full or part is allowed.

3.17 Key Performance Measurements

Unless specified by the Purchaser to the contrary, the Vendor shall deliver the perform the Services and carry out the obligations & scope of work in accordance with the terms of the Tender / this

Bid No. T-11014/11/2016-TECH

contract, Scope of Work and the Service Specifications as laid down under Implementation Schedules and Service Level Agreement to General Conditions of Contract.

3.18 Delays in the Vendor's Performance

1. Delivery of the Goods and performance of Service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in Clause 4.1.6 of Section IV.
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.
3. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the goods and 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 delay the delivery of goods and performance of services is not found acceptable to the purchaser, Clause 3.19.2 would be invoked.

3.19 Liquidated Damages

1. Subject to Clause 3.21, if the Supplier fails to deliver, install and/or commission any or all of the Goods or to perform the Services 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 week (Seven Days) or part thereof of the contract price of the delayed Goods or unperformed Services for each week (Seven Days) 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 pursuant to Clause 3.21.
2. If the supplier fails to meet one or more service levels within the target time limit(s) as specified in clause 5.5.3 of Section V – Scope of work, liquidated damages as mentioned in the said clause shall be levied on equated quarterly payment to the supplier.
3. The Purchaser may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the vendor in its hands (which includes the Purchaser's right to claim such amount against vendor's Bank Guarantee) or which may become due to the vendor. Any such recovery or liquidated damages shall not in any way relieve the vendor from any of its obligations to complete the Works or from any other obligations and liabilities under the Contract.
4. Delay not attributable to the vendor will be considered for exclusion for the purpose of computing liquidated damages. UIDAI shall be the final authority to decide on such matters.

Undertaking of the Company

The Company undertakes to:

- (i) indemnify the Purchaser from and against any liability, cost, loss, or expense of any kind whatsoever;

Bid No. T-11014/11/2016-TECH

- (ii) hold the Purchaser harmless and save it from any liability, cost, loss, or expense of any kind whatsoever; and
- (iii) defend any suit or proceeding against the Purchaser, arising out of or based on any claim, demand, or action arising out of any claims whatsoever and including but not restricted to claims under torts, infringement of any Intellectual Property Right conferred by contract or by common law or by any law in force within the state of India or any State, breach of any licenses owned by the Company (including licenses for which the purchaser has signed the license agreements, but of which the Company is the owner), alleged to have occurred because of any product, good, service, data, or Confidential Information provided or work performed by the Indemnitor.

Provided, however, that this indemnity shall not apply unless the Company claiming indemnification notifies the other promptly of any matters in respect of which the foregoing indemnity may apply and of which the notifying Company has knowledge and gives the other full opportunity to control the response thereto and defense thereof, including, without limitation any agreement relating to the settlement thereof.

3.20 Termination for Default

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:
 - (i) If the Vendor fails to deliver any or all of the Goods/Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 3.19;
 - OR
 - (ii) If the Vendor fails to perform any other obligation(s) under the contract.
2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 3.21.1 the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar Goods including the efforts of the Purchaser for such arrangement. However, the Vendor shall continue performance of the Contract to the extent not terminated.
3. If the bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.

Undertaking in view of Indemnification:

Intellectual Property Right

In the event that the Company or anyone affiliated to/ with the Company or any of their employees or servants or agents, are held in such a suit or proceeding for infringement of any Intellectual Property Right conferred by contract or by common law or by any law in force within the state of India alleged to have occurred because of any product, good, service or data, then the Company shall, at its sole expense:

Bid No. T-11014/11/2016-TECH

- (i) Procure for the Purchaser the right to continue using such product, Good, service or data or information or portion thereof;
- (ii) Replace the same with non-infringing product, Good, service or data or information of equivalent functions and efficiency, compatible with the existing technology; or
- (iii) Modify the product, Good, service or data or information such that it no longer infringes the third-Party intellectual property right within the State of India or any State.

In the event the Company is unable to accomplish any of the three undertakings set forth above, the Company shall be liable to pay to the Purchaser amount as would be calculated by the Purchaser keeping in view the damage/ cost/ harm/ injury and/ or harassment caused to it.

Non-Indian Infringement:

In the event of any claim, demand, or action alleging that the Company or anyone affiliated to Company or any of their employees or servants or agents, infringed any Intellectual Property Right conferred by contract or by common law or by any law in force Outside India because of any product, good, service, data, then the Company shall cooperate with the Purchaser in the Purchaser's defense of such claim and, if requested by the Purchaser, undertake to replace the allegedly infringing product, Good, service or data or information with non-infringing product, Good, service or data or information of equivalent functions and efficiency or modify the allegedly infringing product, good, service or data or information so that it no longer infringes. The Company shall be liable to pay to the Purchaser amount as would be calculated by the Purchaser keeping in view the damage/ costs/ loss/ harm/ injury and/ or harassment caused to it.

Licenses:

In the event that the Company or anyone affiliated to/ with the Company or any of their employees or servants or agents, are held in such a suit or proceeding for breaching the terms of any license (s) conferred by an Agreement/ contract or by any law in force within the State of India to have occurred because of any non compliance of any terms therein, then the Company shall, at its sole expense:

- (i) Procure for the Purchaser the right to continue using such product, Good, service or data or information or portion thereof;
- (ii) Replace the same with non-infringing product, Good, service or data or information of equivalent functions and efficiency, compatible with the existing technology; or
- (iii) Take such steps as will be required to ensure that the product, Good, service or data or information no longer infringes the terms of license within the state of India or any state.

In the event the Company is unable to accomplish any of the three undertakings set forth above, the Company shall be liable to pay to the Purchaser amount as would be calculated by the Purchaser keeping in view the expenses/ damage/ loss/ harm/ injury and/ or harassment caused to it.

3.21 Force Majeure

1. Notwithstanding the provisions of Clauses 3.18, 3.19, 3.20 the Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to

Bid No. T-11014/11/2016-TECH

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.

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.
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.

3.22 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.

3.23 Termination for Convenience

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 by giving a prior written notice of seven days. 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.

3.24 Dispute Resolution

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.
2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
3. The Arbitration proceedings shall be held in New Delhi, India.
4. The Arbitration proceeding shall be governed by the substantive laws of India.
5. The proceedings of Arbitration shall be in English language.
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

Bid No. T-11014/11/2016-TECH

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.

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.
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 precede de novo.
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.
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.
11. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
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.
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.
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.

3.25 Governing Language

The Contract shall be written in the English language. Subject to Clause 3.27, 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.

3.26 Applicable Law

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

3.27 Notices

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

Bid No. T-11014/11/2016-TECH

3.28 Back-up Support

Vendor shall furnish details of the back-up engineering and systems support that will be available to the Purchaser. If the maintenance of the system, after expiry of the Warranty period, is taken over either by the Purchaser or any other person/Agency to be nominated by the Purchaser, the Vendor shall be responsible for supply and back-up maintenance support required by the Purchaser or that Agency.

3.29 Firm price

Refer clause no. 2.9 of Section-II

3.30 Delivery

The Software Solution is to be supplied as per schedule specified at Section-IV clause 4.1.6.

3.31 Passing of Property

Ownership shall not pass to the Purchaser unless and until the Goods have been delivered, installed and accepted, in accordance with the conditions of the contract to the entire satisfaction of the Purchaser.

3.32 Prices

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

3.33 Deductions

Payments, as envisaged in Clause 3.13, shall be subject to deductions of any amount, for which the Vendor is liable under the agreement against this Bid.

3.34 Taxes and Duties

1. The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, demurrage charges etc., incurred until delivery of the contracted Goods 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.
2. The Vendor must also note that the octroi exemption certificate, if any, applicable to the Central Government purchases, may be issued by the Purchaser on receipt of the request from the Vendor. The Purchaser will, however, not be responsible if the octroi exemption certificate issued by it is not honored by the concerned local/municipal authorities. In that case, the Vendor shall have to bear octroi duties, demurrage charges etc.

3.35 Insurance

The Goods supplied under the Contract shall be fully insured by the Vendor against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery, installation and commissioning.

3.36 "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 favor of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.

Bid No. T-11014/11/2016-TECH

3.37 Continuing Support

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.

3.38 Conflict of Interest

The bidder should not have any Conflict of Interest that may affect selection of bidder during section stage. The bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

3.39 Delivery and Risk Purchase

1. The time for and the date of delivery of Software Solution as specified in Section V of this RFP shall be deemed to be the essence of the contract and delivery must be completed as per delivery schedule as per schedule specified at Section-IV clause 4.1.6.
2. The bidder shall deliver the Software Solution at the place specified as per the Acceptance of Bid. No Stores shall be deliverable at the Purchaser's Consignee's premises on Sunday and Public Holidays without written permission of the Purchaser.
3. The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the Software Solution as specified in Section V of this RFP at the risk and cost of Contractor after giving due notice to the bidder even before completion of the contractual delivery schedule if it becomes apparent that bidder will not be able to fulfill the contractual obligations. In case the bidder fails to complete the supply of stores or a portion thereof within the contractual delivery schedule, the Purchaser has the right to purchase the Software Solution or a portion thereof at the risk and cost of bidder.
4. In the event of cancellation of the contract by Purchaser at the risk and cost of the bidder, the bidder shall be liable for any loss which the Purchaser may sustain on account of risk purchase But the bidder shall not be entitled to any gain on such purchase made against such default. The manner and method of such purchase shall be at the entire discretion of the Purchaser, whose decision will be final.
5. The Purchaser reserves the right to suspend the business with such bidder who defaults in adhering to the contractual delivery schedule, quality of stores etc as per the contract after giving show cause notice to the bidder and considering his reply if any.

3.40 Fall Clause

The following fall clause will form part of the contract placed on successful Bidder:–

- a) The price charged for the supply of Software Solution supplied under the contract by the selected bidder shall in no event exceed the lowest prices at which the Seller sells or offer to sell of identical description to any persons/ Organization including the purchaser or any department of the Central government or any Department of state government or Any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

Bid No. T-11014/11/2016-TECH

- b) If at any time, during the said period the OEM reduces the sale price, sells or offer to sell Software Solution to any person/organization including any Dept of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

3.41 Limitation of Liability

- a) Except in case of gross negligence or willful 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 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.
- b) 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.



SECTION IV – CONTENTS OF BIDS

4.1 TECHNICAL BID

4.1.1 BID PARTICULARS

(Annexe 4.1.1)

Bid No. _____

1. Name of the Bidder _____
 2. Address of the Bidder _____
 3. Name of the Manufacturer/Developer of the Products offered _____
 4. Address of the Manufacturer/Developer of the Products offered _____
 5. Place of Manufacture/Development of the Products offered _____
 6. Bidders Proposal Number and date _____
 7. Name and address of the officer (single point of contact) to whom all references shall be made regarding this bid _____
- Tel. No. _____
Cell No. _____
Fax No. _____

Signature & seal of the bidder

Name :
Full Address :
Telephone No :
Fax No :
Email ID:

4.1.2 Technical Bid Letter

(Annexe 4.1.2)

To

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

Ref : Bid No. _____

Sir,

We declare:

(i) That we are manufacturers/ system integrators of -----

(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 Goods/Services at the prices and rates mentioned in the **Annexe 4.2.3 & 4.2.4** of the Commercial Bid.

3. PERIOD OF DELIVERY

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the Schedule to the Bid Document as given in **Annexe 4.1.5** 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 F of Section VI**.

5. We enclose herewith the complete **Technical Bid** as required by you. This includes duly filled and signed **Section IV**.

6. We agree to abide by our offer for a period of **180 days** from the date of opening of the bids.

7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to supply Software Solution as per these terms and conditions of the bid document. The deviations from the tender Terms and Conditions are only those mentioned in **Annexe 4.1.5**.



Bid No. T-11014/11/2016-TECH

8. 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.)

9. Bid Security (**Earnest Money**), in original, for an amount equal to Rs. _____ (**Rupees** _____ **only**) is enclosed in the Cover containing **Technical Bid**.

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 Letter of Intent awarding the Contract, shall constitute a binding contract between us.

Dated this day of 2016

Signature & seal of the bidder

Name :

Full Address :

Telephone No :

Fax No :

Details of enclosures:

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

4.1.3DECLARATION FOR THE GOODS OFFERED

(Annexe 4.1.3)

We hereby declare that the items quoted in this bid for Software Solution are of latest version, not refurbished or used, free from all encumbrances, free from defects in any supplied material, workmanship and manufacture and shall be of the highest grade and quality and shall be in full conformity with the specifications, if any, and shall operate properly.

Signature of Bidder

Date

Place



4.1.4 STATEMENT OF DEVIATIONS FROM THE TERMS AND CONDITIONS (Annexe 4.1.4)

Following are the deviations from the Terms and Conditions of this bid document. These deviations are exhaustive.

SI No.	Section No.	Clause No	Page No	Statement of deviation

Signature of Bidder
Date
Place

4.1.5 DELIVERY SCHEDULE

(Annexe 4.1.5)

(Please see Clause 5.1.12 of Section V)

Software Solution:

One week from the date of issue of purchase order

Installation and Commissioning:
Solution.

Four weeks from the date of delivery of Software

Signature of Bidder

Date

Place

4.1.6 WARRANTY

(Annexure 4.1.6)

6. We warrant that everything to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for materials of the type ordered shall be full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty and comprehensive support for software and solution shall commence from the date of acceptance of the commissioned system by UIDAI as defined in point 2 of clause 3.11.1.

The obligations under the Warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive, scheduled and unscheduled), and transport charges from site to manufacturers works and back and for repair/adjustment or replacement at site of any part of the equipment which under normal care and proper use and maintenance proves defective in design, material or workmanship, or fails to operate correctively and effectively.

Signature of Bidder

Date

Place

4.1.7 MANUFACTURER'S AUTHORIZATION FORM (Annexure 4.1.7)

To

**The Deputy Director General (Technology)
Unique Identification Authority of India (UIDAI)
Tower II, 3rd Floor,
Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001.**

Dear Sir,

Sub : Bid No. _____

We _____ who are established and reputable manufacturers of _____ having development center at _____ do hereby authorize M/s _____ (Name and address of Bidder) to bid, negotiate and conclude the contract with you against Bid No. _____ dated _____ for the goods manufactured by us.

2. We hereby extend our full guarantee and warranty for the goods offered for supply against this invitation for bid by the above firm.

Yours faithfully

Signature & seal

Name :
Full Address :
Telephone No :
Fax No :

For and on behalf of M/s.
(Name of manufacturer)

Date:

NOTE: This letter should be on the letterhead of the manufacturing concern and should be signed by authorized signatory.



Bid No. T-11014/11/2016-TECH

4.2 COMMERCIAL BID

4.2.1 BID PARTICULARS

(Annexe 4.2.1)

FOR Bid No. _____

1. Name of the Bidder _____
2. Address of the Bidder _____
3. Name of the Manufacturer/Developer of the Products offered _____
4. Address of the Manufacturer/Developer of the Products offered _____
5. Place of Manufacture/Development of the Products 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. _____

Signature & seal of the bidder

Name :
Full Address :
Telephone No :
Fax No :
Email ID:

4.2.2 Commercial Bid Letter

(Annexe 4.2.2)

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 manufacturers / System Integrators of -----

- (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 Goods/Services at the prices and rates mentioned in the **Annexe 4.2.3 & 4.2.4** of the Commercial Bid.

3. PERIOD OF DELIVERY

We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the Schedule to the Bid Document as given in **Annexe 4.1.5** 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 F of Section VI**.

5. We enclose herewith the complete **Commercial Bid** as required by you. This includes duly filled and signed **Section IV**.

6. We agree to abide by our offer for a period of **180 days** from the date of opening of the bids.

7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to supply Software Solution as per these terms and conditions. The deviations from the tender Terms and Conditions are only those mentioned in **Annexe 4.1.4**.



Bid No. T-11014/11/2016-TECH

8. 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.)

9. Bid Security (**Earnest Money**), in original, for an amount equal to **Rs. _____ (Rupees _____ Only)** is enclosed in the Cover containing **Technical Bid**.

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 Letter of Intent awarding the Contract, shall constitute a binding contract between us.

Dated this day of 2016

Signature and seal of the bidder

Name :

Full Address :

Telephone No :

Fax No :

Details of enclosures:

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



4.2.3 SUMMARY OF THE COSTS OF GOODS / SERVICES OFFERED (Annexe 4.2.3)

(Please see Clause 8 & 9 of Instruction to bidders)

S. No.	Item Description	Price (in Rupees)
1.	FORM-1:COST OF SOFTWARE SOLUTION (Annexe 4.2.4)	
	Total in figures:	
	Total in Words:	

Signature & seal of the bidder

Name :
Full Address :
Telephone No :
Fax No :

Bid No. 1104/11/2016-TECH



4.2.4 COMMERCIAL BIDFORM-1: COST OF SOFTWARE SOLUTION- BOQ

_XXXX

(Annexe 4.2.4)

SOFTWARE SOLUTION

Sl. No	Item Name	Item Description	Qty.	Unit Rate (in Rs)	Taxes and Duties (in Rs)	Total Unit Cost (7=5+6) (in Rs)	Total Cost incl. Taxes & duties (8=4x7) (in Rs)
1	2	3	4	5	6	7	8
1.	Software Product		1500				
2.	Support and Subscription for 3 years		1500				
3.	Implementation at DC and DR		1				
	Total in Figure						
	Total in Words						

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

Signature & Seal of Bidder
Date
Place

Signature & seal of Bidder

Confidential

Section V – scope of work

5.1 Definitions

1. **"UIDAI"** means the Unique Identification Authority of India.
2. **"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 & Mission Director, Unique Identification Authority of India.
3. **"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.
4. 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.
5. The **"Vendor"** means the person or the firm or the company with whom the order for the Procurement of the Goods/Services 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.
6. **"The Contract Price"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
7. **"The Goods"** mean all of the equipment, hardware, software, machinery, accessories and/or other material which the Vendor is required to supply to the Purchaser under the Contract;
8. **"Service"** means services ancillary to the supply of the Goods, 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;
9. **"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.

Bid No. 1104/11/2016-TECH

10. **“Software Solution”** means the corporate e-mail solution required to meet the desired functionality along with virtualization platform to ensure High Availability (HA) at both sites in DC and DR.
11. **“Supply”** means once the purchaser issues a Purchase Order, the bidder has to supply the items within stipulated time.
12. **“Delivery”** includes logistics, tracking and physical delivery of goods at purchaser premise (up to the equipment handling room) and handing over the sealed boxes to purchaser representatives. Delivery will be validated as number of boxes delivered against invoices. Delivery challan needs to be signed by Purchaser/Authorized representatives. Extent of damage to the boxes will be also scrutinized and informed to the vendor.
13. **“Installation”** includes unpacking and movement of goods from EHR to the proposed location in Data Centre as indicated in the Deployment plan of the purchaser and the installation of these components adhering to OEM guidelines.
14. **“Configuration”** includes installation of Operating systems in respective components and power-on, basic hygiene tests, setup and tuning as per purchaser requirements.
15. **“Commissioning”** is declaration of completion of installation of the component by the bidder. Purchaser reserves the right to inspect the installation and the bidder has to obtain the installation note duly signed by purchaser or its representative to claim the successful commissioning of the component.
16. **“Integration”** includes passive cabling and network connectivity, end to end testing of the components with the existing setup by the purchaser representative and asset tagging.
17. **“Acceptance”** - Bidder has to submit test cases for each component and shall get approval of the purchaser. Acceptance includes execution of these test cases and verifying the expected results by Purchaser or its representatives. The components and its performance will be validated against the minimum specifications and requirements in the RFP. On successful completion of Acceptance Testing, a certificate will be issued to bidder.

5.2 SCOPE OF WORK

1. The Unique Identification Authority of India (UIDAI) is inviting bids for **“Request for Proposal for Supply, Installation and support of Corporate Email Solution”** at its Data Centres at Hebbal (Bengaluru) and Manesar (Gurgaon).



Bid No. 1104/11/2016-TECH

2. The scope of work for this bid includes supply, installation, commissioning and support of Software solution.

3. The bidder needs to propose appropriate virtualization platform to ensure High Availability (HA) at both sites in DC and DR.

4. The bidder will be responsible for complete server data migration of existing e-mail solution (email and calendar data of users) at UIDAI to the proposed new email solution.

5. The bidder has to provide training for configuration, operation etc. of proposed e-mail solution to the Managed Service Provider of UIDAI.

Support from UIDAI

UIDAI will provide the following infrastructure for the installation of proposed e-mail solution:

- (a) Servers with Operating system installed for HA at DC and DR locations.
- (b) Storage and required accessories connected to servers.
- (c) Data replication facility from DC to DR.
- (d) Network infrastructure across both locations.
- (e) MacAfee antivirus and anti spam gateway.
- (f) DNS server for configuration.

5.3 Supply of Software Solution

Bill of Material

The selected Bidder shall have to supply following software solution.

SOFTWARE			
Line Number	Item Name	Description	Total Quantity
1.	Software Product		1500
2.	Support and Subscription for 3 years		1500
3.	Implementation at DC and DR		1

Qualitative Requirement Specifications are at Appendix H of Section VI



Bid No. 1104/11/2016-TECH

Installation and Commissioning of Software Solution

The selected Bidder shall be responsible for installation, commissioning, and support of Software solution at the Data Centres, Hebbal (Bengaluru) and Manesar (Gurgaon) in consultation with UIDAI.

5.4 Schedule of requirements

1. The Bidder shall be responsible to Supply, Install, Commission, and maintain the supplied Software solution and also provide Services as mentioned in this Section. **The Bidder should offer only the line items indicated in para 5.3 or their respective higher versions only.**
2. The Bidder will have to make all provisions to meet the schedule of requirements at no additional cost and time implications to UIDAI. 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.
3. All the software licenses that the Bidder proposes should be perpetual software licenses along with maintenance and updates during the currency of the contract. The software licenses should not be restricted based on location and UIDAI should have the flexibility to use the software licenses for other requirements if required. The Bidder should provide the licensing policy for every software component along with the Technical Bid.
4. The Bidder should ensure that there is a 24x7 comprehensive on-call support arrangement (through tele and e-mail support) during the currency of the contract with all the OEMs for respective components. The OEMs should provide an undertaking in the format provided in Section VI, Appendix E.
5. The Bidder should ensure that none of the components and sub-components is declared **end-of-sale or end-of support** by the respective OEM for a period of five years from the date of contract.
6. The Bidder should indicate any product that is likely to be declared **end-of-sale** within the currency of the contract. If, the OEM declares any of the product(s) **end-of-supports** within the aforesaid period, the Bidder should replace the products/solutions with an alternate that is acceptable to UIDAI at no additional cost to UIDAI and without causing any performance degradation and/or project delays.
7. Any additional components, sub-components 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.
8. It is expected that the Bidder will provide the software solution after due consideration to the **compatibility issues** between various components. If there is a problem with compatibility between components, the Bidder should **replace the components with an equivalent or better component that is acceptable to UIDAI** at no additional costs to UIDAI and without any project delays. The selected Bidder shall have to provide one hardcopy and two soft copies of all the manuals, documentation, including but not limited to, detailed operations manual, maintenance manual,

Bid No. 1104/11/2016-TECH

administration manual, etc. for each and every equipment / component proposed as part of this Bid. The documentation shall be supplied for Installation, Maintenance and Operations of equipments / components at each location.

9. After acceptance tests and final acceptance of Software solution by UIDAI (refer Clause 5.7), the successful bidder shall hand over the Software solution to the UIDAI and shall continue to provide Warranty / support services under the direct supervision of UIDAI.

5.5 Services

5.5.1 Requirements and Objectives

1. The Bidder shall provide services for installation, commissioning, and other incidental services at Data Centers, Hebbal (Bengaluru) and Manesar (Gurgaon).
2. The services to include the following:-
 - (a) Planning and scheduling for installation and commissioning as per agreed plan for the software solution.
 - (b) Installation of software solution at DC and DR.
 - (c) Support for the solution provided for the period of contract.
3. The selected Bidder shall be responsible for the generation and submission of necessary documentation required during various phases of the project viz. Planning, Installation, Commissioning and Acceptance. Prior approval of UIDAI is required on all such documentation before commencement of activity.
4. The selected bidder shall be responsible for the installation and commissioning of the software solution supplied in coordination with other vendors/entities.
5. The selected Bidder shall document the baseline for installing and commissioning of all components and get it approved from UIDAI prior to commencement of installation.
6. The installation and commissioning would be considered acceptable only after the conditions stipulated as under Clause 5.7 are completely met to the satisfaction of UIDAI.
7. 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 rollout of the solution.
8. UIDAI shall provide necessary space and required infrastructure. Bidders to project all infrastructure requirements for his proposed software solution before commencement of installation. However, UIDAI shall not provide Printers, Stationery, etc. required by the resources for providing services under this contract.



Bid No. 1104/11/2016-TECH

9. 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.

5.5.2 Installation and Commissioning

Installation and Commissioning for all Software Solution license

1. The selected Bidder, along with UIDAI, shall undertake pre-installation planning at both the locations DC and DR.
2. Delivery, installation, and commissioning of the software solution along with associated components in the Data Centre space provided by UIDAI.
3. The selected bidder shall coordinate with UIDAI wherever required, in order to prepare the plan.
4. Carry out installation of software solution in accordance with plans as approved by UIDAI.
5. Installation and configuration of proposed software solution at Data Centers shall be the responsibility of the Bidder. The bidder shall also tune the parameters for optimal performance of the OS.

Other Services

1. Adhere to the goods movement procedures and policies defined by UIDAI.
2. Consult with UIDAI to determine the Deployment Plan.
3. Any component before it gets deployed in the Data Centre has to be assembled as per the given configuration and tested in the pre-production staging environment. The bidder must provide a list of tests to be carried out from point of view of functionality, performance, availability through clustering, security and manageability. Test reports have to be maintained for each component. It is possible that some tests have to be postponed to the integration step.
4. Layout plan will be provided to the selected bidder. The selected bidder is responsible for physical movement and installation of components as per the layout plan in the Data Center.
5. Upon completion of deployment of the software solution and data migration from the existing email solution, the selected bidder shall be required to perform a systematic and complete handover of the solution along with implementation documents, requisite training to UIDAI for ongoing operations and maintenance as per instructions provided by UIDAI.

Technical Support

1. The selected bidder shall provide comprehensive on-call(through e-mail and Tele) support to UIDAI at the designated Data Centers on a 24x7 basis to meet the service levels defined in clause 5.5.3 of the Bid.

Bid No. 1104/11/2016-TECH

Warranty

1. Refer clause 4.1.7 of Section IV and the bidder shall provide comprehensive on-call (through e-mail and call) support on a 24x7 basis for a period of 3 Years (36 months) in respect of complete software solution under this contract. The warranty period shall commence from the date of acceptance of the system by UIDAI as defined in clause 3.1(17) of Section III or 90 days from the date of completion of Installation and Commissioning (where delay is wholly attributable to the purchaser), whichever is earlier.

Ongoing Maintenance & Support Services

1. The bidder shall be responsible for tasks including but not limited to configuration and setting up of Solution. The Bidder shall also be responsible for executing software updates when necessary. These services shall be provided at the time of installation and commissioning and thereafter on ongoing basis till the currency of contract.

2. The selected Bidder shall provide support at the Data Centers of UIDAI at Hebbal (Bengaluru) and Manesar (Gurgaon).

5.5.3 Service levels – Incident Management and Issue Restoration

Support for the OEM components supplied shall be provided on a 4-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)	4 hour
2	Restoration time - time taken to close the tickets and restoring the services after the call has been received and acknowledged.	24 hours

Table 20.1: Service Levels applicable during Warranty Period

If the successful bidder fails to meet one or more of the above Service Levels within the Target time limit(s) as specified in the above table, the following liquidated damages shall be levied:-

- (i) Rs 15,000/- per instance of SLA breach per quarter will be deducted from the quarterly payment upto the max of 3 instances per quarter. Thereafter Rs 20,000/- for every additional instance of SLA breach would be deducted per quarter.
- (ii) The above deduction would be however be limited to a maximum deduction equivalent to equated quarterly payment for the quarter, which is 1% of the contract value.



Bid No. 1104/11/2016-TECH

For all other defaults by the vendor the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the submitted Performance Bank Guarantee, as liquidated damages, as per section-III clause 3.19 of the RFP.

5.6 Timelines

Delivery Schedule and Implementation Schedule

As per Annexure 4.1.6 of Section IV

5.7 Commissioning and Acceptance

Commissioning and acceptance of Software Solution

1. The selected Bidder will have to provide the tests plan to demonstrate the correct working of the software solution supplied individually before commencement of acceptance.
2. System testing schedules, formats for testing and commissioning reports and dissemination mechanism for such reports shall be drawn by the bidder in consultation with UIDAI.
3. Commissioning of the systems shall be considered to be complete only after the following conditions have been met successfully to the satisfaction of UIDAI.
 - (a) Delivery of all the items as per the bill of material at the designated locations of installation. Short shipment of goods will not be acceptable.
 - (b) Installation and Configuration of complete Software solution to the satisfaction of UIDAI at Data Centers at Hebbal (Bengaluru) and Manesar (Haryana) as specified under Bill of Material under clause 5.3.1.
 - (c) Successful testing of all components individually.
 - (d) Successful completion of Commissioning would need to be accepted by UIDAI (Including data migration from existing email solution).

Bid No. 1104/11/2016-TECH





Section VI – Appendices

Appendix A

CONTRACT

THIS AGREEMENT made this _____ day of between President of India through 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 corporate e-mail software solution along with Incidental Services with the **Vendor**, forth Data Centres of Unique Identification Authority of India in Bengaluru & Manesar, 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**) (Here in after referred to as "the Contract Price").

AND WHEREAS the **Vendor** has agreed to provide Goods 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:

Bid Document No _____ regarding “Supply, Installation and Support of Corporate Email Solution” in the Data Centers of Unique Identification Authority of India, including

(i)	Invitation to Bid	Section I
(ii)	Instruction to Bidders	Section II



Bid No. 1104/11/2016-TECH

(iii)	General Conditions of Contract	Section III
(iv)	Contents of bid	Section IV
(v)	Scope of Work	Section V
(vi)	Appendix	Section VI

- A.** Clarifications issued by the **Purchaser and successful bidder.**
- B.** Technical and Commercial proposals submitted by the **Vendor.**
- C.** Order No. _____ dated _____ placed on the **Vendor.**
- D.** 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 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.

S No.	Item Description	No. of Units	Unit Rate (in Rupees)	Taxes per unit (in Rupees)	Total Unit Cost [(6)=(4)+(5)] (in Rupees)	Total Cost including Taxes (8)=(3)x(6) (in Rupees)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Product cost					
2	Support and Subscription for 3 years					
3	Implementation cost (DC and DR)					
Grand Total						

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.



Bid No. 1104/11/2016-TECH

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

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

Ref : _____ Date _____

Bank Guarantee No. _____

To

**The Deputy Director General (Technology),
Unique Identification Authority of India (UIDAI),
Tower II, 3rd Floor,
JeevanBharati Building,
Connaught Place,
New Delhi – 110001.**

1. Against contract vide Advance Acceptance of the Bid No. _____ dated _____ covering **“Request for Proposal for Supply, Installation and support of Corporate Email Solution”** in the Data Centers of Unique Identification Authority of India in Bengaluru and Gurgaon (hereinafter called the said “Contract”) entered between the Unique Identification Authority of India (UIDAI) (hereinafter called the “Purchaser”) and _____ (hereinafter called the “Vendor”) this is to certify that at the request of the Vendor we _____ Bank Ltd., are holding in trust in favor of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the Terms and Conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We _____ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be

Bid No. 1104/11/2016-TECH

taken for satisfactory performance and fulfillment in all respects of the said contract by the Vendor i.e. till _____ (viz. the date up to 3 years (36 months) from date of signing of the Purchaser order) hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd., by the Purchaser before the said date. Payment under this letter of Guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

- 3.** It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd. Undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
- 4.** We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Vendor shall have no claim against us for making such payment.
- 5.** We _____ bank Ltd., further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Vendor from time to time or to postpone for any time from time to time any of the powers exercisable by the Purchaser against the said Vendor and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties would, but for this provision have the effect of so releasing us from our liability under this guarantee.
- 6.** This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.



Bid No. 1104/11/2016-TECH

Date _____

Place _____

Witness _____

Signature _____

Printed Name

(Bank's common seal)

Appendix C

BID SECURITY FORM

Whereas _____ (hereinafter called "the Bidder") has submitted its bids dated _____ for "**Request for Proposal for Supply, Installation and support of Corporate Email Solution**" in the Data Centres of Unique Identification Authority of India in Bengaluru and Gurgaon (hereinafter called "the Bid").

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

THE CONDITIONS of this obligation are:

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

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

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

Sealed with common seal of the said Bank this _____ day of _____ 2014

(Authorized Signatory of the Bank)



Appendix D

BIDDER'S PROFILE

A. General Information:

- (a) Location of Corporate Head Quarters:
- (b) Date and Country of Incorporation:
- (c) Service Facilities locations in India:
- (d) Turnover
 - (i) Average Turnover for last three years
 - (ii) Product-wise turnover for last three years
- (e) Geographical Distribution of the Vendor:
(offices, locations to be specified with their respective staff strength)
- (f) Total number of similar installations in India:
- (g) Total number of installations of the product model quoted / year of announcement:
 - (i) World-wide (excluding India)
 - (ii) In India
- (h) Number of employees:

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 E

Statement of Undertaking From OEM

To

**The Deputy Director General (Technology),
Unique Identification Authority of India (UIDAI),
Tower II, 3rd Floor,
Jeevan Bharati Building,
Connaught Place,
New Delhi – 110001.**

Sir,

Sub : Statement of Undertaking from OEM.

Ref : Bid No._____ covering “Request for Proposal for Supply, Installation and support of Corporate Email Solution” in the Data Centres of Unique Identification Authority of India in Bengaluru and Gurgaon.

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) / solution do hereby declare as under;

1. We confirm that we would support the installation, commissioning, integration and maintenance of products offered/supplied to the Unique Identification Authority of India (herein referred to as “UIDAI”).

2. 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.

3. We hereby confirm that the products / solutions being supplied to UIDAI will not be declared end of sale for a minimum of 24 months from the date of its acceptance by UIDAI and that we shall support the same for a minimum period of 5 years from the date of its acceptance by UIDAI. If the same is de-supported by us for any reason whatsoever, we undertake to replace it with an equivalent or better



Bid No. 1104/11/2016-TECH

substitute that is acceptable to UIDAI, without any additional cost to UIDAI and without impacting the performance of the solution in any manner.

4. 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. Additionally, the documentation and training services associated with the product(s) shall be provided free of cost to UIDAI.

5. 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.

6. 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.

7. We hereby confirm our commitment towards providing the necessary support and assistance in case of any problems / issues arising due to integration of our product(s) with any other component(s) / product(s) under the purview of the overall solution.

8. We also confirm that in the event of UIDAI deciding, at any time during the time of contract under this Bid, to relocate the product(s) / setup, we will provide necessary assistance to UIDAI to relocate the Software Solution at no additional cost.

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



Bid No. 1104/11/2016-TECH

Name : _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

**List of Locations where Goods/Services have to be Supplied, Installed,
Commissioned**

S No.	City	Address	Name of Contact Person
1	Hebbal	UIDAI Data Centre Complex CA site No.1, NTI Layout, Rajiv Gandhi Nagar, Tata Nagar Entrance, Kodigehalli, Bangalore-560092 (India)	ADG (Ops), UIDAI Tech Centre
2	Manesar	UIDAI Data Centre Complex Plot No-1, Sector M2, IMT, Manesar, Gurgaon, Haryana-122050 (India)	ADG (Ops), UIDAI Tech Centre



Bid No. 1104/11/2016-TECH
Non-Disclosure Declaration

Appendix G

Non-Disclosure Declaration/Agreement
(To be provided on Non-judicial stamp paper of Rs.100/-)

WHEREAS, we the undersigned Bidder, _____, having our principal place of business/ registered office at _____, are desirous of bidding for Bid No..... covering **“Request for Proposal for Supply, Installation and support of Corporate Email Solution”**(hereinafter called the said 'RFP') to the Deputy Director General, Unique Identification Authority of India, having its office at 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001, hereinafter referred to as 'Purchaser' and, WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE,

in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Bidder of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Declaration ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder.

2. Confidential Information does not include information which:

- (a) the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- (b) information in the public domain as a matter of law;
- (c) is obtained by the Bidder from a third party without any obligation of confidentiality;



Bid No. 1104/11/2016-TECH

- (d) the Bidder is required to disclose by order of a competent court or regulatory authority;
- (e) is released from confidentiality with the written consent of the Purchaser.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c. to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.



Bid No. 1104/11/2016-TECH

6. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorised Signatory Office Seal:

Name: Place:

Designation:

Date :

Qualitative Requirements Form(s)

Appendix H

END USER SPECIFICATIONS (MINIMUM REQUIREMENTS)

Technical Specs	Requirement (Mandatory/Desirable)
General Features	
Should support advanced search and file indexing for large inboxes	Mandatory
Should support all popular Browser (like IE/Firefox/Chrome/Safari etc)	Mandatory
Should support e-mail, Address Book, Calendar, Task & File Server	Mandatory
Users should be able to restore a mail deleted from the Trash folder - Dumpster	Mandatory
Ability to access the Mail server via IMAP clients, with the option to connect over SSL/TLS	Mandatory
Ability to access the Mail server via POP clients, with the option to connect via SSL/TLS	Mandatory
Ability to utilize Active Directory for user authentication and/or Global Address List	Mandatory
Should have rich, interactive, web-based interface for end user functions (access via HTTP or HTTPS)	Mandatory
Option to check and correct spelling in a mail message, calendar appointment	Mandatory
Ability to share Address Books, Calendars, and Notebooks (Documents) with internal users and groups (read or write access)	Mandatory
Ability to quickly categorize messages, contacts, and/or documents by attaching "Tags" with user-defined names and colors	Mandatory
Option to quickly view attachments in HTML format	Desirable
Should support conversations span folders	Mandatory
Ability to create personal folders and folder hierarchies	Mandatory
Ability to print a message and see a print preview	Desirable
Ability to sort messages based on subject, date, or sender	Mandatory
Ability to flag/unflag messages/conversations for follow up	Mandatory
Ability to define filter rules and priorities for incoming messages	Mandatory
Ability to enable/disable a custom away message (Out Of Office), Separate for Internal & External Users	Mandatory
Ability to add a custom signature to a message	Mandatory
Ability to save in-progress messages to a Drafts folder	Mandatory
Ability for a user to set an automatic forwarding address and choose whether to leave a copy in the primary mailbox	Desirable
Option to Reply or Reply-All while retaining the attachments from the original message	Mandatory
Right-clicking a message displays a menu of actions to take on that message (e.g. Mark Read, Reply, Delete)	Mandatory
Ability to toggle between Reply and Reply-All while composing a reply	Mandatory
Users can set their default preference for viewing messages in the reading pane	Desirable
Users can set the default font family, font size and font color to use when composing email messages and Documents pages	Mandatory
Users can share their mailbox folders and set the permission levels to manage or to view-only.	Mandatory
User can send an email in the mail box as an attachment	Mandatory
Users can attach a URL to an email message	Desirable
Users can double-click on a message in message view to expand the view pane to full view	Desirable
Users can define multiple email signatures to use	Desirable
Users can check multiple emails in the list view to mark as read/unread/tag, delete, or to move to a different folder	Desirable
When sending a message, the priority is normal, but it can be set to high or low as well	Mandatory
Users can set notification of new mail	Mandatory

Bid No. 1104/11/2016-TECH

Multiple messages can be selected and forwarded in one email	Mandatory
Users can right click on a folder to see the number of messages and the total size of items in folder	Mandatory
Web Mail Client	
The webmail client should be tightly bound with the messaging software and should be from the same OEM	Mandatory
AJAX-based end user interface: Rich, interactive, web-based interface for end user functions (access via HTTP and HTTPS)	Mandatory
HTML 5 based offline access of mails on the web client	Mandatory
The Web Interface should be a single window for all the services that are provided through this Mail Messaging Solution supporting all standard browsers complaint to HTTP-1.0 and HTTP-1.1 like Internet explorer, Mozilla Firefox, Opera and Netscape.	Mandatory
The web mail user should have a persistent connection live throughout session once logged on and need maintain a idle for a minimum of 30 minutes and it should be configurable by the administrator at the global level.	Mandatory
Web-mail interface should have support for folder nesting (folders within folders).	Mandatory
The web-mail interface should have support for the junk mail folder and ability to set the level of junk mails it can receive or forward to the junk mail folder.	Mandatory
The web mail should run over secure HTTP.	Mandatory
Web email user should be able to send and receive files as MIME attachments.	Mandatory
User of the Web-mail interface should be able to see full message headers.	Mandatory
User of the Web-mail interface should be able set to get an audio or a visual notification on the arrival of new mail.	Desirable
Organization wide Address lookup for Web email interface should be there.	Mandatory
Web mail address book should support auto completion of email address.	Mandatory
The Web mail interface should have support for spell check at the time of composing the mail.	Mandatory
The Web mail interface should support for composing the mail in HTML and plain text format.	Mandatory
The user should be able to set the message priority through web mail interface like highest, high, medium and low.	Mandatory
The user should be able to define the rules for sorting mails and moving mails to folders.	Mandatory
Server Side Filtering allowing filtering of the mails on the basis of all or part of text in all standard headers (such as To, From, Subject, Reply-to, CC, BCC, Date), text in message body should be available.	Mandatory
The Mail Messaging Solution should have support for Mail Blocking at user level.	Mandatory
The Mail Messaging solution should provide an extensive search mechanism able to search mail, attachment content	Mandatory
The web mail interface should have an integrated calendar providing the following features: shared calendar, to-do lists, event scheduler and reminders.	Mandatory
The user should be able to change the password through web interface.	Desirable
User should be able to login to proposed mail server, by entering user name and password one time only without entering the domain name.	Mandatory
User should be able to configure the Message view like: preview of number of messages, tool bar positioning and font view.	Mandatory
The user should be able to request receipt and delivery status notification.	Desirable
User should be able to mark mails as read or unread and maintain flags for follow ups.	Mandatory
The web mail interface should provide feature to search messages based on such as from, to, cc, bcc, subject and body but not limited to these, search folders and also advance search capabilities.	Mandatory
User should able to maintain his own sender block list.	Desirable
The Mail Messaging Solution should provide feature of auto saving of message while composing.	Mandatory
Users should be able of do drag & Drop etc from the web UI	Mandatory
Native Desktop/Thick Offline Client	
OEM Should have their own Desktop client which can be installed on Windows, Mac & Linux with no separate licensing to the desktop client	Mandatory
The OEM Should provide support to the desktop client	Mandatory



Bid No. 1104/11/2016-TECH

The Desktop mail client should be able to set priority of the messages like high, medium and low.	Mandatory
The desktop mail client should be able to schedule the delivery of the messages	Desirable
Flagging Option for mails.	Mandatory
Powerful quick search based senders, recipients, message, subject, data, status etc.	Mandatory
Spell check facility	Mandatory
Personal and global Address Book.	Mandatory
Calendar, Group Scheduling, Personal Task Management Mail Archiving to local disk	Mandatory
Mashup Support	Desirable
Document Sharing	Mandatory
Drag & Drop Attachment	Mandatory
The Desktop Client & the web client should be able to sync features like filters/folders/recent contacts for type ahead addresses etc	Mandatory
Type ahead addresses	Mandatory
Add email signatures for each account and automatically reply with the correct "from" address	Mandatory
Supports plain text and html message formatting	Mandatory
Collapse email threads into a single Conversation View to simplify your inbox	Mandatory
Compose email even when not online-messages to be sent are saved in the "Outbox" and are sent when connected again	Mandatory
Address Book	
Business card view of Contacts	Mandatory
List view of Contacts with preview pane	Desirable
Ability to import/export Contacts in .csv format	Mandatory
Ability to import/export contacts in vCard (.vcf) format	Mandatory
Ability to print a single Contact or list of Contacts and see a print preview	Desirable
Right-clicking a Contact displays a menu of actions to take on the Contact (e.g. compose message, search for messages)	Mandatory
Ability to drag a Contact to a mini-calendar date to create an appointment with that Contact	Mandatory
Ability to create multiple Address Books in a single mailbox	Mandatory
Ability to move/copy contacts from one Address Book to another (based on access privileges)	Desirable
Ability to create group contact lists in their user Address Books	Mandatory
Address book displays individual contact information in tabbed view	Mandatory
Photos and images can be uploaded to contacts in Address Books	Desirable
Calendar	
Ability to schedule personal appointments	Mandatory
Ability to schedule meetings and view attendees' free/busy information	Mandatory
Ability to create recurring meetings and exceptions to recurring meetings	Mandatory
Ability to book resources (locations, equipment, etc.) for a meeting	Mandatory
Ability to configure a resource to auto-respond to scheduling requests based on availability	Mandatory
Option to enable an alert popup for upcoming appointments	Desirable
Appointments/schedules are automatically displayed in the users current time zone	Mandatory
Ability to set an explicit time zone for an appointment	Mandatory
Ability to view calendars in Day, Week, Work Week, or Month views	Mandatory
User setting for the first day of the week; value chosen impacts the Week calendar view	Desirable
Ability to create an appointment and/or drag an appointment's boundaries inline in calendar views	Mandatory
Ability to quickly mark Accept/Tentative/Decline from calendar views	Mandatory
Declined appointments display faded so that the user remains aware of their occurrence	Desirable
Ability to print calendars in day, week, work week, or month views and see a print preview	Mandatory
Hovering over an appointment in calendar view displays additional appointment details	Mandatory
Option to display a miniature calendar at all times	Mandatory
Hovering over a date in the mini-cal displays calendar information for that date	Mandatory



Bid No. 1104/11/2016-TECH

Right-clicking on the mini-cal displays a menu of actions to take on the associated date (e.g. add appointment, search for messages)	Mandatory
Ability for a user to create multiple calendars within a single account	Mandatory
Ability for a user to designate which calendars will be included in the user's free/busy calculations	Mandatory
Ability to subscribe to an external calendar in iCalendar (.ics) format	Desirable
Ability to publish/export a calendar in iCalendar (.ics) format	Desirable
Ability for a user to view multiple calendars overlaid in the same view, which each calendar optionally represented by a different color	Mandatory
When viewing multiple calendars, option to view that indicates the degree of conflict at each potential time slot	Mandatory
Users can import calendar iCalendars (.ics)	Mandatory
Appointments can be marked as private or public.	Mandatory
Administrators can configure the Calendar feature to be able to create only personal appointments	Desirable
Users can search for appointments within their calendars	Mandatory
Public calendars display in HTML read-only format	Desirable
Tasks	
Add tasks and set the start and due date, set the priority and keep track of the progress and percentage complete	Desirable
Share task lists with internal and external users and set permission levels to manage or to view-only	Desirable
Users can sort tasks by Status or Due Date	Desirable
Users can set the priority of tasks to high, normal or low	Desirable
Individual tasks can be tagged	Desirable
Files can be attached to a tasks	Desirable
Document Sharing	
The mail server should support features for sharing documents with version control/access control out of the box with no additional software/application	Mandatory
The users can upload documents in the repository which can be then shared with the other users with in the organization & outside as well.	Mandatory
The Document sharing module should also allow to view the uploaded document in a pre-view mode without downloading the attachment	Mandatory
The Documents uploaded in the repository should be de-duplicated to save the storage	Mandatory
The Document sharing component should be accessible through the Native Desktop Client	Mandatory
Search	
Server-side indexing of mailbox content, enabling fast and efficient search from the web interface	Mandatory
Ability for a search to include any number of conditions combined via Boolean-like expressions (AND, OR, NOT, etc.)	Mandatory
Ability to use text commands to execute searches	Desirable
Advanced interface for building searches	Mandatory
Ability to search for a specific item type (Mail, Contacts, Documents, etc.) or across item types	Mandatory
Ability to search using a prefix plus a wildcard	Mandatory
When using Search Builder, the search result set updates continuously as search conditions are changed	Mandatory
Ability to save searches for subsequent one-click re-execution	Mandatory
Ability to search for items that contain specific keywords	Mandatory
Ability to search for items with a specific date or within a specific date range	Mandatory
Ability to search for items that contain an attachment	Mandatory
Ability to search for items that contain an attachment of a certain type(s)	Mandatory
Ability to search for items that have a specific flagged/unflagged status	Mandatory
Ability to search for items that are in a specific folder	Mandatory
Ability to search for items based on storage size	Mandatory
Ability to search for items based on read/unread status	Mandatory
Ability to search for items with specific recipients in the To/Cc fields	Mandatory



Bid No. 1104/11/2016-TECH

Ability to search for items from a specific sender	Mandatory
Ability to search for items based on subject	Mandatory
Ability to search for items that include a specific Tag(s)	Mandatory
Ability to search for items that were sent to or received from a specific domain	Mandatory
Ability to search for Contacts in a Shared Address Book	Mandatory
Ability to search for content inside attachments	Mandatory
Compatibility & Interoperability	
MAPI-based synchronization of mail, contacts, and calendar data between Outlook and the proposed solution server	Mandatory
Online/offline status is automatically detected, enabling the user to work without having to specify their connection status	Desirable
Synchronization operations are cached and synchronized as an asynchronous process, enabling optimal Offline performance	Mandatory
Mobile Access -- Push Mail	
The Mobile synchronization will be extended to users	Mandatory
iPhone Email, Contact, Calendar sync through ActiveSync	Mandatory
Windows Mobile and other Smartphone Email complete Push mail over the air	Mandatory
Contact, Calendar sync	Mandatory
Address book lookup	Mandatory
Complete synchronization of sent items/subscribed folders synchronization	Mandatory
The Mobile synchronization should not happen on POP/IMAP	Mandatory
Tag messages	
Quickly search your mailbox for pictures, documents or text-even with attachments	Desirable
Use advanced search to easily search by folder, date, person, subject or attachment	Mandatory
Store all your contacts in one place for all your accounts	Mandatory
Create groups and tags to organize them	Mandatory
Add photos to contacts	Desirable
Auto complete email addresses when composing email	Mandatory
Easily import new contacts from other applications as .csv files or export contacts as .csv files for backup	Mandatory
Manage multiple color-coded calendars	Mandatory
View calendars in Day, Week, Work Week, Month or List view	Mandatory
Drag and drop' events to new days or to change times	Mandatory
Edit Documents including add images, tables and spreadsheets;	Desirable
Save attachments in Briefcase rather than as message attachments	Mandatory
Email, contacts, calendar, documents, tasks synchronize to the Mail Server	Mandatory
Access to shared data from peers (email, contacts, calendars, etc.)	Mandatory



Bid No. 1104/11/2016-TECH

MESSAGING SERVER-SPECIFICATION (MINIMUM REQUIREMENTS)

Technical Specs	Requirement (Mandatory/Desirable)
General	
Messaging Server edition should run any flavor of Linux (RHEL/CentOS/Ubuntu)	Mandatory
Solution should be based on open standards & should allow open APIs	Mandatory
Should support advanced search and file indexing for large inboxes	Mandatory
Ability to use custom logos in the web interface	Mandatory
Should support e-mail, Address Book, Calendar, Task & File Server	Mandatory
Should support real-time backup and restore of Mail Boxes	Mandatory
Should support clustering/High-Availability	Mandatory
Comprehensive suite of standards-based web services APIs enabling seamless integration with other applications	Mandatory
Ability to utilize Active Directory for user authentication and/or Global Address List	Mandatory
Admin can configure an initial password in the migration wizard and import wizard for newly provisioned accounts	Mandatory
The solution should have the capability to migrate from any existing legacy email platform to the suggested new one	Mandatory
Should support multi-tenancy	Desirable
Should support e-mail Archiving & Discovery for legal compliance per user	Mandatory
Ability to customize the colors and appearance of the web interface	Mandatory
Admin can define expiration policy for individual mailbox folders	Desirable
Users will receive an email message warning of quota usage based on a threshold defined by administrator	Mandatory
Multiple messages can be selected and forwarded in one email	Mandatory
MashUps	
Should support mashups for both online and offline clients	Mandatory
Mashups should Integrate the messaging solution with third party information systems and content	Mandatory
Integrating the Web2.0 technology with the Mail Messaging Software	Mandatory
With Mashup, arbitrary message content can be made live by linking it with web content and services on intranets or the Internet. No more cutting and pasting from email to browser. "Mousing" over actionable content gives the user a real-time preview (subject to security constraints) that can be factored in decision making	Desirable
Storage	
The software should be able to allow to configure storage volumes for older messages Out of the Box with no additional use of any third party application. To manage your email storage resources i.e. Messages and attachments are moved from a primary volume to the current secondary volume based on the age of the message. The messages are still accessible	Mandatory
Message De-duping: The System should not duplicate the message, thus it should provide single instance storage	Mandatory
Messages (including attachments) sent to multiple users are stored once to optimize storage space	Mandatory
View of mailboxes sortable by quota, total mailbox size, or % quota consumed	Mandatory
Ability to define retention policies for all messages, trashed messages, and/or junk messages	Mandatory
Ability to move a mailbox(es) from one server to another without requiring system downtime or affecting other mailboxes	Mandatory
Ability to run a regularly scheduled process that moves older messages to a secondary storage volume	Mandatory
Domain-Level Management	
Ability to create and manage multiple mail domains within a single instance of Messaging Solution	Desirable
Ability to use different Global Address Lists for each domain	Mandatory



Bid No. 1104/11/2016-TECH

Ability to use different authentication stores for each domain	Desirable
Ability to delegated domain-level administrators to manage users and other settings specific to a domain	Mandatory
Ability to create domain-specific custom branding of the web interface	Mandatory
Ability to enable a domain admin to update account quotas up to a maximum set value	Mandatory
Ability to search across mailboxes from the administration console	Mandatory
System Health & Security	
Administrator interface setting to specify spam quarantine and kill thresholds	Mandatory
Administrator interface setting to define the update frequency for virus signatures	Desirable
Ability to enforce client authentication to the SMTP server before relaying mail (with option to require authentication over TLS)	Mandatory
Graphical display of system activity including disk usage, message volume, and AS/AV results	Mandatory
Ability to monitor the status of all core system servers/services in a single view	Mandatory
Ability to block attachments based on criteria such as attachment type or size	Mandatory
Ability to enforce that attachments be viewed as HTML, enabling risk-free attachment viewing without requiring attachment-native applications on the viewer's machine	Mandatory
Install and manage certificates from the administration console	Mandatory
Directory Service	
The Directory server should be configured in multi-master mode in order to avoid single point of failure	Mandatory
Offered solution should be based on open standards	Mandatory
The directory service should support features for health monitoring and verifying replication.	Desirable
The directory service shall provide support for modifiable and extensible schema.	Desirable
Should support multi-master directory service replication features, Directory Server should be scalable and should have multi-master & multi-site capabilities.	Desirable
Search capability to query all directory objects.	Mandatory
Search capability to query network resources by attributes.	Desirable
Should support recovery of a Single Object as well as the entire directory.	Mandatory
Loss of a single directory server should not affect ability for users to logon.	Mandatory
Backup/Recovery	
The solution should have an integrated online backup/restore mechanism for mail boxes.	Mandatory
If the solution does not have an integrated tool the Bidder has to quote for the backup software with necessary agents for the mail server/s	Mandatory
The solution should have an integrated backup/restore mechanism	Mandatory
The solution should be flexible and configurable to adapt to Organization's backup policy.	Mandatory
An automated scheduling of the back up should happen. The Backup can be configured as Incremental, Selective or disk volumes.	Mandatory
The solution should ensure the data of the mail messaging solution can be backed up into multiple copies.	Desirable
Dumpster -- The Solution should offer a feature where a users could also restore a deleted mail by himself within a set of specified days	Mandatory
E-Mail Archival & Discovery for Legal Compliance	
The Solution should have email Archival & Discovery for storing mails for legal compliance	Mandatory
All mails should be journaled for legal & compliance	Mandatory
The Solution should allow creating an archive mail box for each individual user separately for faster search	Mandatory
Administrator should be able to search mails within archival server	Mandatory
Configurable Per account archival	Mandatory
The archival server must be configured for Indexing services for faster search and retrieval of mails	Mandatory
The admin account should have the privilege of searching specific accounts/ group of accounts / entire archival storage for specific content	Desirable

ELIGIBILITY CRITERIA

General	Remarks
OEM/Bidder Eligibility	
The bidder should quote for a commercially supported Open Source Solution from the respective OEM	
The solution should be based on Open Standard technology & installable all any of linux platforms RHEL/Ubuntu/CentOS	
24x7 Support Telephonic/Email from OEM	
Support & Subscription should also give access to version upgrades with no extra cost	
OEM should have at least 4 install base of over 20,000 users in India, with at least 2 installations in Govt/PSU/Edu for at least than 5000 users each. OEM to give an undertaking on letter head.	
The Bidder should be a authorized vendor of the OEM & the OEM should provide the letter of authorization for the bidder	
The solution should provide the licenses (both end user & server as the case be) for Messaging Application, Desktop client software, the backup software & the agents required for the mailing application.	
The support renewal should ensure that the customer is also entitled for all upgrades & updates to the product at no extra cost	
The bidder should have successfully implemented and maintained the similar mailing solution in India in the last 4 years with at-least one implementation in Govt/PSU organization.	