



**UNIQUE IDENTIFICATION AUTHORITY OF INDIA  
PLANNING COMMISSION, GOVERNMENT OF INDIA  
2<sup>nd</sup> Floor, Tower-I, Jeevan Bharati Building,  
Connaught Circus, New Delhi - 110 001**

**TENDER NOTICE  
(T-11011/56/2011-Tech)**

Sealed tenders are invited from eligible IT companies for “**Supply, Installation and Commissioning of Servers, Networking Equipment and Accessories etc.**” in the Data Centres of Unique Identification Authority of India in Bengaluru and Delhi/NCR.

Interested bidders may download the bid document from the website [www.uidai.gov.in](http://www.uidai.gov.in) (under Tenders section).

The bid responses should reach the Deputy Director General (Technology), UIDAI, 2<sup>nd</sup> Floor Tower-I Jeevan Bharati Building, New Delhi - 110001 on or before **1500 Hrs of 12<sup>th</sup> December’ 2011** along with a bank draft of Rs 10,000/-.

All queries and clarifications should be addressed to: ‘Deputy Director General (Technology), UIDAI, 2<sup>nd</sup> Floor Tower-I Jeevan Bharati Building, New Delhi - 110001; Tele/Fax: 011- 47312833, , Email: [techdiv@uidai.gov.in](mailto:techdiv@uidai.gov.in)

Sd/-  
B.B.Nanawati  
Deputy Director General  
UIDAI, New Delhi

Please visit <http://uidai.gov.in> for further details/announcements.

**BID NO. T-11011/56/2011-TECH DATED 17<sup>TH</sup> NOVEMBER, 2011  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA,  
PLANNING COMMISSION,  
GOVERNMENT OF INDIA  
NEW DELHI**

**BID DOCUMENT**

**FOR**

**Supply, Installation, Commissioning of Servers,  
Networking Equipment, Accessories etc.**

*November, 2011*

## Check list

Please check whether following have been enclosed in the respective covers, namely, Pre-qualification Bid, Technical Bid and Commercial Bid :

**1. Checklist of Documents/ Supporting Documents to be enclosed in the Pre-qualification Bid** (Please refer to Clause 20 of Section II – Instructions to Bidders)

S. No.	Pre_qualification Condition	Whether enclosed (Yes/ No)
(i)	Bid Security (in original) of the prescribed amount and validity pursuant to <b>Clause 12.</b>	
(ii)	Bidder's Profile in the format prescribed in <b>Appendix D.</b>	
(iii)	The Bidder should be either the OEM manufacturing the Servers and/or the sole authorized agent/distributor/partner of such OEM and should produce documentary evidence from the OEM in this regard in the form of an authorization letter from the OEM in the <b>Pre-qualification Bid</b> as well as in the <b>Technical Bid</b> as per <b>Annexe 4.1.8.</b>	
(iv)	The Bidder should be a profit making company in the last three financial years ended on 31.03.2010.	
(v)	The Bidder should have minimum annual turnover of <b>Rs. 100,00,00,000/- (Rupees One Hundred Crores)</b> from sales of Servers, Storage equipment, Networking Equipment (Routers, Switches, Firewall and SAN Switch) during each of the last three financial years ended on 31.03.2011. The turnover refers to the turnover of the company and not the composite turnover of its subsidiaries/sister concerns etc. The Bidder must submit copy of the Audited Balance Sheets and Profit & Loss Account Statement for the last 3 financial years ended on 31.03.2011 along with the bid. However, in the case of non availability of audited balance sheets, a Certificate from the Statutory Auditor/Chartered Accountant of the Bidder's Company certifying the turnover of the Bidder in the last three financial years would be acceptable.	
(vi)	The Bidder must have executed at least two (2) purchase orders/contracts in India involving supply, installation and commissioning of Servers, Storage Equipment and Networking Equipment (Routers, Switches, Firewall and SAN Switch) in the last three financial years ended on 31.03.2011. Each such order/contract should, interalia, include the value of at least <b>Rs. 10,00,00,000/- (Rupees Ten Crores)</b> from supply, installation and commissioning of Servers, Storage Equipment and Networking Equipment (Routers, Switches, Firewall and SAN Switch). For each of such orders/contracts, the Bidder should submit the following : <ul style="list-style-type: none"> <li>• Copy of each such Purchase Order/Contract clearly indicating the total value of the Order/Contract.</li> <li>• A 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 Servers, Storage Equipment and Networking Equipment (Routers, Switches, Firewall and SAN Switch).</li> <li>• A copy of the certificate from respective customers for satisfactory execution of such order/contract from the respective customer.</li> </ul>	
(vii)	The Bidder must have its own maintenance/support infrastructure facilities in India in respect of all goods/services covered in this Bid, so as to serve all over India particularly in the places as listed in <b>Appendix F.</b>	

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

**2. Check List of Annexe/ Appendix to be enclosed in the Technical Bid**(i) **Section IV** comprising of:

S. NO.	Description	Whether enclosed (Yes/ No)
1	Bid Particulars ( <b>Annexe 4.1.1</b> )	
2	Technical Bid Letter ( <b>Annexe 4.1.2</b> )	
3	Technical Details of Goods/Services offered ( <b>Annexe 4.1.3</b> )	
4	Statement of Deviation(s) from Schedule of Requirements ( <b>Annexe 4.1.4</b> )	
5	Statement of Deviation(s) from Tender Terms and Conditions ( <b>Annexe 4.1.5</b> )	
6	Timelines ( <b>Annexe 4.1.6</b> )	
7	Warranty ( <b>Annexe 4.1.7</b> )	
8	Manufacturer's Authorization Form ( <b>Annexe 4.1.8</b> )	
9	Maintenance Infra-Structure Facilities ( <b>Annexe 4.1.9</b> )	
10	Response Sheet for Goods Offered ( <b>Annexe 4.1.10</b> )	
11	Blade Server ( <b>Annexe 4.1.11</b> )	
12	Blade Chassis ( <b>Annexe 4.1.12</b> )	
13	Rack Server ( <b>Annexe 4.1.13</b> )	
14	IP-KVM Switch ( <b>Annexe 4.1.14</b> )	
15	Storage Media LTO 05 ( <b>Annexe 4.1.15</b> )	
16	Unpriced Commercial Bid ( <b>please refer to Clause 38.2 (a)</b> )	

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

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

S. No.	Description	Whether enclosed (Yes/ No)
1	Bid Particulars ( <b>Annexe 4.2.1</b> )	
2	Commercial Bid Letter ( <b>Annexe 4.2.2</b> )	
3	Statement of Commercial Deviation(s) ( <b>Annexe 4.2.3</b> )	
4	Summary of Cost of Goods and Services offered ( <b>Annexe 4.2.4</b> )	
5	Details of Costs for Hardware, Software & associated Peripherals etc. ( <b>Annexe 4.2.5</b> )	
6	Details of Costs for Accessories ( <b>Annexe 4.2.6</b> )	
7	Details of Costs for Technical Services ( <b>Annexe 4.2.7</b> )	
8	Details of Other Costs ( <b>Annexe 4.2.8</b> )	
9	Details of Costs for Post Warranty Annual Maintenance ( <b>Annexe 4.2.9</b> )	
10	Details of Costs for Optional Items ( <b>Annexe 4.2.10</b> )	

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

**SECTION I - Invitation to Bid**

This Invitation to Bid is for “**Supply, Installation and Commissioning of Servers, Networking Equipment and Accessories etc.**” in the Data Centres of Unique Identification Authority of India in Bengaluru and Delhi/NCR.

1. Bidders are advised to study the Bid Document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the Bid Document with full understanding of its implications. Sealed offers prepared in accordance with the procedures enumerated in **Clause 1 of Section II** should be submitted to UIDAI not later than the date and time laid down, at his address given in the **Schedule for Invitation to Bid under Clause 4.**

2. All bids must be accompanied by a **EMD (Earnest Money Deposit)/ Bid Security of Rs.1,00,00,000 (Rupees One Crore only).**

3. This Bid document is not transferable.

**4. Schedule for Invitation to Bid**

a) Name of the Purchaser:

**The President of India acting through the Director General,  
Unique Identification Authority of India,  
Planning Commission,  
Government of India**

b) Addressee and Address at which Bids to be submitted:

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

c) Latest time and date for receipt of Bids

**On or before 1500 hours of 12<sup>th</sup> December, 2011**

d) Place, Time and Date of opening of Pre-Qualification Bids:

**Unique Identification Authority of India (UIDAI),  
Planning Commission, Govt. of India (Gol),  
3rd Floor, Tower II, Jeevan Bharati Building,  
Connaught Circus,  
New Delhi – 110001**

**At 1600 hours of 12<sup>th</sup> December, 2011**

e) Name of the contact person for any clarification :

**Shri. B B Nanawati  
Deputy Director General (Technology)  
Unique Identification Authority of India (UIDAI),  
Queries should be submitted via E-mail and followed by paper copy in post.  
E-mail – [techdiv@uidai.gov.in](mailto:techdiv@uidai.gov.in)**

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

**180 days from the date of opening of Pre-Qualification Bids.**

g) **Important dates :**

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

Activity	Date
Release/Issue of Bid document	17 <sup>th</sup> November, 2011
Last date for submission of written queries for clarifications on Bid document	21 <sup>st</sup> November, 2011
Last date for reply to written queries of prospective Bidders	25 <sup>th</sup> November, 2011
Last date for submission of Bids	12 <sup>th</sup> December, 2011
Opening of Pre-Qualification Bids	12 <sup>th</sup> December, 2011

5. The Bidder is required to pay Rs. 10,000/- (Rupees Ten Thousand Only) towards Bid Document Fee, at the time of submission of the Bids, in the form of a Bank Demand Draft **failing which the Bids submitted by the Bidder shall not be entertained and shall be outrightly rejected.** The Bank Demand Draft **should be drawn** in favor of “**PAO, UIDAI**” and payable at **New Delhi.** **The Bid Document Fee is Non-Refundable.**

**Note: The Purchaser shall not be responsible for non-receipt / no-delivery of the Bid documents due to any reason whatsoever.**

**SECTION II - Instructions to Bidders****TABLE OF CONTENTS**

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## SECTION II - Instructions to Bidders

### 1. Procedure for Submission of Bids

- 1.1. It is proposed to have a **Three Cover System** for this Bid process.
  - a) Pre-Qualification Bid (2 copies) in one cover (**please refer to Clause 7.1(a)**).
  - b) Technical Bid (2 copies) in one cover.
  - c) Commercial Bid (2 copies) in one cover.
- 1.2. Each copy of Technical Bid and Commercial Bid of the Bidder should be put in separate sealed covers super scribing the wordings "**Technical Bid**" and "**Commercial Bid**" respectively. Each copy in each bid should also be marked as "**Original**" and "**First copy**". Both the copies of each bid should be put in a single sealed cover super scribing the wordings "**Technical Bid**" and "**Commercial Bid**" as the case may be. **Please Note that Prices should not be indicated in the Technical Bid and should only be indicated in the Commercial Bid.**
- 1.3. The cover containing Two copies of Technical Bid and the cover containing Two copies of Commercial Bid should be put in another envelope and this envelope should be clearly marked "**Supply, Installation and Commissioning of Servers, Networking Equipment and Accessories etc.**". The Bid Covers are to be kept in a single sealed cover super scribed with Bid Number, Due Date, Item and the wordings "**DO NOT OPEN BEFORE 16.00 hours on 12<sup>th</sup> December, 2011**".
- 1.4. The cover thus prepared **should also indicate clearly the name, address and telephone number of the Bidder**, to enable the Bid to be returned unopened in case it is declared "**Late**".
- 1.5. Each copy of the Bid should be a complete document and **should be bound** as a volume. **The document should be page numbered and appropriately flagged and contain the list of contents with page numbers. Different copies must be bound separately.** The deficiency in documentation **may result in the rejection of the Bid.**
- 1.6. The Bidder should also provide the technical and commercial bids in soft copy, in the form of a non-re-writeable CD (Compact Disc).
  - o Two copies of CD containing the technical bid
  - o Two copies of CD containing the commercial bid
- 1.7. The CD's would be sealed along with the hard copies of the respective technical and commercial bids. In case of any discrepancy in the contents of the documents, the information furnished on original paper document will prevail over the soft copy.

### 2. Cost of Bid Document

- 2.1. 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. Contents of the Bid Document

- 3.1. The Schedule of Requirements of the Goods/ Services required, Bid procedures and contract terms are prescribed in the Bid Document. In addition to the Pre-Qualification Bid and **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
    - **Technical Bid**
    - **Commercial Bid**

- d) **Section V** – Scope of Work and Schedule of Requirements
- e) **Section VI** – Appendices
  - i. Contract Form (**Appendix A**)
  - ii. Proforma for 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**)

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

**4. Clarification of Bid Document**

4.1. A prospective Bidder requiring any clarification of the Bid Document may notify the UIDAI in writing at the UIDAI's mailing address indicated in **Clause 4 of Section I**. The queries must be submitted in **Microsoft Excel** format as follows:

Sr. No	Section No.	Clause No.	Page number in Section	Existing Provision in the Clause	Clarification Sought

4.2. The UIDAI will respond in writing, to any request for clarification of the Bid Document, received not later than the date prescribed by the UIDAI in **Section I, Clause 4(g)** of this Bid document. Written copies of the UIDAI's response (**including an explanation of the query but without identifying the source of inquiry**) will be sent to all prospective Bidders who have received the Bid Document. UIDAI's response to clarifications will also be uploaded on the Website of UIDAI.

**5. Amendment of Bid Document**

- 5.1. 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.
- 5.2. The amendment will be notified in writing or by fax or e-mail to all prospective Bidders who have received the Bid Document and will be binding on them.
- 5.3. 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.

**6. Language of Bids**

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

**7. Documents Comprising the Bids**

7.1. The Bids prepared by the Bidder shall comprise of the following components (*Refer Clause 20 of Section II, Section IV and V*):

- a) **Pre-Qualification Bid** (please refer to **Clause 20 of Section II**) in **separate sealed cover**.

- b) **The Technical Bid** should comprise of the following (**Refer Section IV and V**):

S. NO.	CONTENTS
1	Bid Particulars ( <b>Annexe 4.1.1</b> )
2	Technical Bid Letter ( <b>Annexe 4.1.2</b> )
3	Technical Details of Goods/Services offered ( <b>Annexe 4.1.3</b> )
4	Statement of Deviation(s) from Schedule of Requirements ( <b>Annexe 4.1.4</b> )
5	Statement of Deviation(s) from Tender Terms and Conditions ( <b>Annexe 4.1.5</b> )
6	Timelines ( <b>Annexe 4.1.6</b> )
7	Warranty ( <b>Annexe 4.1.7</b> )
8	Manufacturer's Authorization Form ( <b>Annexe 4.1.8</b> )
9	Maintenance Infra-Structure Facilities ( <b>Annexe 4.1.9</b> )
10	Response Sheet for Goods Offered ( <b>Annexe 4.1.10</b> )
11	Blade Server ( <b>Annexe 4.1.11</b> )
12	Blade Chassis ( <b>Annexe 4.1.12</b> )
13	Rack Server ( <b>Annexe 4.1.13</b> )
14	IP-KVM Switch ( <b>Annexe 4.1.14</b> )
15	Storage Media LTO 05 ( <b>Annexe 4.1.15</b> )
16	Unpriced Commercial Bid ( <b>please refer to Clause 38.2 (a)</b> )

- c) **The Commercial Bid** should comprise of the following (**Refer Section IV**):

S. NO.	CONTENTS
1	Bid Particulars ( <b>Annexe 4.2.1</b> )
2	Commercial Bid Letter ( <b>Annexe 4.2.2</b> )
3	Statement of Commercial Deviation(s) ( <b>Annexe 4.2.3</b> )
4	Summary of Cost of Goods and Services offered ( <b>Annexe 4.2.4</b> )
5	Details of Costs for Hardware, Software & associated Peripherals etc. ( <b>Annexe 4.2.5</b> )
6	Details of Costs for Accessories ( <b>Annexe 4.2.6</b> )
7	Details of Costs for Technical Services ( <b>Annexe 4.2.7</b> )
8	Details of Other Costs ( <b>Annexe 4.2.8</b> )
9	Details of Costs for Post Warranty Annual Maintenance ( <b>Annexe 4.2.9</b> )
10	Details of Costs for Optional Items ( <b>Annexe 4.2.10</b> )

- 7.2. Bidders should enclose with their Technical Bid, full details of the **Timelines (Refer Annexe 4.1.6 of Section IV)** proposed to be followed for “**Supply, Installation and Commissioning of Servers, Networking Equipment and Accessories etc.**” in the Data Centres of Unique Identification Authority of India (UIDAI) in Bengaluru and Delhi/ NCR. All documentations are required to be in **English**.

## 8. Bid Prices

- 8.1. The Bidder shall indicate in the proforma prescribed at **Annexe 4.2.4 to Annexe 4.2.10 of Section IV**, the unit prices and total Bid Prices of the Goods/ Services, it proposes to provide under the Contract. The unit prices of **optional items** should be indicated in **Annexe 4.2.11**.
- 8.2. The unit prices quoted in the above mentioned proforma will be used to calculate charges for ‘change orders’, if any.

- 8.3. In absence of the above information, as requested in **Clause 8.1 and 8.2**, a bid **may be considered incomplete and summarily rejected**.
- 8.4. The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the design and detailed study of the facilities in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document. If during detailed study any upward revisions of the specifications and sizes given in the Bid document, specifications etc. are to be made to meet the requirements of Bid document, all such changes shall be carried out within the lump sum contract price without any impact to the UIDAI.

#### 9. Firm Prices

- 9.1. Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in **Annexe 4.2.4 to Annexe 4.2.10 of Section IV** enclosed with the Bid. The Bid Prices shall be indicated in **Indian Rupees (INR)** only.
- 9.2. The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should to be shown separately in **Annexe 4.2.4 to Annexe 4.2.10 of Section IV**. However, should there be a change in the applicable taxes, UIDAI reserves the right to negotiate with the selected Bidder.

#### 10. Discount

- 10.1. The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the UIDAI shall avail such discount at the time of award of contract.

#### 11. Bidder Qualification

- 11.1. 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.
- 11.2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as :
- a) Constituted attorney of the company.

OR

- b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company

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

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

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

**12. Bid Security**

- 12.1. Pursuant to **Clause 20**, the Bidder shall furnish, as part of its bid, **a bid security of the amount mentioned in Clause 2 of Section I.**
- 12.2. 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 12.7.**
- 12.3. The bid security shall be denominated in Indian Rupees, and shall be in the form of a bank guarantee issued by a **Nationalized / 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.
- 12.4. Bidders who are Government Departments and Central Public Sector Undertakings are exempted from furnishing of bid security. **Any bid not secured in accordance with Clauses 12.1 and 12.3 will be rejected by the UIDAI as non-responsive.**
- 12.5. 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 13.**
- 12.6. The successful Bidder's bid security will be discharged upon the Bidder executing the Contract, pursuant to **Clause 35** and furnishing the performance security, pursuant to **Clause 36.**
- 12.7. The bid security may be forfeited:
  - a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or
  - b) in the case of a successful Bidder, if the Bidder fails;
    - i. to sign the Contract in accordance with **Clause 35**; or
    - ii. to furnish performance security in accordance with **Clause 36.**

**13. Period of Validity of Bids**

- 13.1. Bids shall remain valid for **180 days** after the date of opening of Pre-Qualification Bids prescribed by the UIDAI. **A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.**
- 13.2. In exceptional circumstances, the UIDAI may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of bid security provided under **Clause 12** shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

**14. Format and Signing of Bid**

- 14.1. The Bidder shall prepare two copies of each Bid, clearly marking each "Original", and "First Copy" as appropriate in accordance with **Clause 1.** In the event of any discrepancy between them, the original shall govern.
- 14.2. The original and first copy of the bid shall be typed or written in indelible ink. **The original and first copy** shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract in accordance with **Clause 11.** **The authorization shall be indicated by written power-of-attorney accompanying the bid.** All pages of the bid, except for unamended printed literature, shall be initialed and stamped by the person or persons signing the bid.
- 14.3. 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.

**15. Revelation of Prices**

- 15.1. **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.** If price change is envisaged due to any clarification, revised Bid in a separate sealed cover shall be submitted with prior written permission of the UIDAI.

**16. Income Tax Clearance Certificate**

- 16.1. Not required. [ITCC provisions are deleted in the Income tax Act].

**17. Terms and Conditions of Bidders**

- 17.1. Printed terms and conditions (General 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 (**Annexe 4.1.5 of Section IV**).
- 17.2. Similarly in case the Goods/ Services being offered have deviations from the specifications laid down in **Section V - Schedule of Requirements**, the Bidder shall describe in what respects and to what extent the Goods/ Services being offered differ/deviate from the specifications, even though the deviations may not be very material. The Bidder must state categorically whether or not his offer conforms to Bid specifications as indicated in **Section V - Schedule of Requirements** and indicate deviations, if any, in his Technical Bid (**Annexe 4.1.4 of Section IV**).
- 17.3. **The Bidder should note, that, in case any of the deviation (s) or assumption (s), indicated by the Bidder in its Technical/ Commercial Bid in Annexe 4.1.4 or Annexe 4.1.5 or Annexe 4.2.3, is/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.**

**18. Local Conditions**

- 18.1. 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.
- 18.2. The Bidder is expected to visit and examine the sites of UIDAI offices and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the bid and entering into contract. The cost for visiting the site shall be at Bidder's own cost.
- 18.3. The Bidder and any of their personnel will be granted permission by the UIDAI to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder and their personnel from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.
- 18.4. Failure to visit the UIDAI office sites will in no way relieve the successful Bidder from furnishing any material or performing any work in accordance with the bidding documents.
- 18.5. 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
- 18.6. 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 / conditions

**19. Headings**

19.1. The headings of conditions hereto shall not affect the construction thereof.

**20. Conditions for Pre-Qualification of Bidders**

20.1. For the purpose of pre-qualification of Bidders, the Bidder should enclose in their **Pre-Qualification Bid (to be submitted in a separate sealed cover)**, statement of qualification on following parameters, **duly supported by necessary documentary evidences**, as applicable:

- i. Bid Security (in original) of the prescribed amount and validity pursuant to **Clause 12**.
- ii. Bidder's Profile in the format prescribed in **Appendix D**.
- iii. The Bidder should be either the OEM manufacturing the Servers and/or the sole authorized agent/distributor/partner of such OEM and should produce documentary evidence from the OEM in this regard in the form of an authorization letter from the OEM in the **Pre-qualification Bid** as well as in the **Technical Bid** as per **Annexe 4.1.8**.
- iv. The Bidder should be a profit making company in the last three financial years ended on 31.03.2011.
- v. The Bidder should have minimum annual turnover of **Rs. 100,00,00,000/- (Rupees One Hundred Crores)** from sales of Servers, Storage equipment, Networking Equipment (Routers, Switches, Firewall and SAN Switch) during each of the last three financial years ended on 31.03.2011. The turnover refers to the turnover of the company and not the composite turnover of its subsidiaries/sister concerns etc. The Bidder must submit copy of the Audited Balance Sheets and Profit & Loss Account Statement for the last 3 financial years ended on 31.03.2011 along with the bid. However, in the case of non availability of audited balance sheets, a Certificate from the Statutory Auditor/Chartered Accountant of the Bidder's Company certifying the turnover of the Bidder in the last three financial years would be acceptable.
- vi. The Bidder must have executed at least two (2) purchase orders/contracts **in India** involving supply, installation and commissioning of Servers, Storage Equipment and Networking Equipment (Routers, Switches, Firewall and SAN Switch) in the last three financial years ended on 31.03.2011. Each such order/contract should, *inter alia*, include the value of at least **Rs. 10,00,00,000/- (Rupees Ten Crores)** from supply, installation and commissioning of Servers, Storage Equipment and Networking Equipment (Routers, Switches, Firewall and SAN Switch). For each of such orders/contracts, the Bidder should submit the following :
  - Copy of each such Purchase Order/Contract clearly indicating the total value of the Order/Contract.
  - A 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 Servers, Storage Equipment and Networking Equipment (Routers, Switches, Firewall and SAN Switch).
  - A copy of the certificate from respective customers for satisfactory execution of such order/contract from the respective customer.
- vii. The Bidder must have its own maintenance/support infrastructure facilities in India in respect of all goods/services covered in this Bid, so as to serve all over India particularly in the places as listed in **Appendix F**.

**21. Sealing and Marking of Bids**

- 21.1. The Bidders shall seal and mark the original and each copy of the Bid strictly in accordance with **Clause 1**.
- 21.2. If the outer cover of the bid is not sealed and marked as required by **Clause 1**, the UIDAI will assume no responsibility for the bid's misplacement or premature opening.

**22. Last Date for Receipt of Bids**

- 22.1. Bids will be received by the UIDAI at the address specified under **Clause 4(b) of Section I** not later than the time and date specified in **Clause 4(c) of Section I**. In the event of the specified date for the receipt of Bids being declared a holiday for the UIDAI, the Bids will be received upto the appointed time on the next working day.
- 22.2. The UIDAI may, at its discretion, extend the last date for the receipt of bids by amending the Bid Document in accordance with **Clause 5**, 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.

**23. Late Bids**

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

**24. Modification and Withdrawal of Bids**

- 24.1. The Bidder may modify or withdraw its bid after the Bids' submission, provided that written notice of the modification or withdrawal is received by the UIDAI prior to the last date prescribed for receipt of bids.
- 24.2. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and submitted in accordance with the provisions of **Clause 1**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids.
- 24.3. No bid may be modified subsequent to the last date for receipt of bids.
- 24.4. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. **Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security.**

**25. Address for Correspondence**

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

**26. Opening of Bids by UIDAI**

- 26.1. On the basis of information furnished in the **Pre-Qualification Bid**, pursuant to **Clause 20**, Bidders will be pre-qualified. The bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation, and the sealed Technical and Commercial Bids of such Bidders will be returned unopened immediately.
- 26.2. **Bids of only pre-qualified Bidders will be taken up for further evaluation.**
- 26.3. The UIDAI will open the Bids, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in **Clause 4 of Section I** of this Document.
- 26.4. 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.
- 26.5. The UIDAI will prepare minutes of the bid opening.



**27. Clarifications**

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

**28. Preliminary Examination**

- 28.1. 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.
- 28.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. **If the Bidder does not accept the correction of the errors, its bid will be rejected.** If there is a discrepancy between words and figures, the amount in words will prevail.
- 28.3. A bid determined as not substantially responsive will be rejected by the UIDAI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 28.4. The UIDAI may waive any minor informality or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

**29. Contacting the UIDAI**

- 29.1. No Bidder shall contact the UIDAI on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.
- 29.2. 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.**

**30. Post Qualification**

- 30.1. The UIDAI will determine to its satisfaction whether the Bidder selected as having submitted the best evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 30.2. 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 **Appendix D** as well as such other information as the UIDAI deems necessary and appropriate.
- 30.3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event, the UIDAI will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**31. Criteria for Evaluation of Bids**

- 31.1. To meet the UIDAI's requirements, as spelt out in the Bid Document, the selected Bidder must have the requisite experience in supply, installation and commissioning of Servers, Storage Equipment and Networking Equipment (Routers, Switches, Firewall and SAN Switch), 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 **Clauses 31.2 to 31.8**. The purpose of **Clause 31** is only to provide the Bidders an idea of the evaluation process that the UIDAI may adopt. The UIDAI reserves the right to modify the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders.

**31.2. Phase I: Evaluation of Technical Bids**

Technical Bids will be opened in the presence of representatives of the Bidders who choose to be present as per the date indicated by the UIDAI. A detailed analysis 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 to the responses to the technical requirements given in **Section IV** and schedule of requirements of this Bid Document (**Section V**).

**Technical Bids which meet the above mentioned criteria will be eligible for consideration in the subsequent rounds.** If required, the UIDAI may seek specific clarifications from any or all Bidder(s) at this stage. The UIDAI shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s).

**31.3. Phase II: Evaluation of Commercial Bids**

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 non-recurring and recurring, of all Goods/ Services, comprising of all items as mentioned in **Annexe 4.2.4 to Annexe 4.2.10 of Section IV**, proposed to be charged by the Bidder.

- 31.4. Subject to **Clause 30**, the 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 any bid, wholly or in part. The tender will be evaluated as a package of all the items in Commercial Bid (**Annexe 4.2.4 to Annexe 4.2.10 of Section IV**) including installation and commissioning charges, AMC, optional items and any other item quoted by the bidder for successful commissioning of the system.
- 31.5. Though the prices of optional item/s have been separately asked for, the cost of Optional item/s shall be included for evaluation of the Bids unless otherwise specified. UIDAI reserves the right to procure or not to procure the optional items.
- 31.6. **In case any item included in the 'Costs for Goods offered' and Post Warranty Annual Maintenance Costs (Annexe 4.2.5 and 4.2.9) is not quoted by the Bidder, the bid would be rejected as non responsive. However, in case any item in the other Annexures (Annexe 4.2.6 to 4.2.8) is not quoted by the Bidder, the bid would be evaluated and it would be presumed that the bidder would not charge anything extra for supply of ancillaries or any other component or service required for discharging the scope of work specified in Section V of the Bid document.**
- 31.7. **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.**
- 31.8. **Determination of Lowest Commercial Bid:**

The formula for determining the lowest evaluated bid (L1) will be as under

$$L1 = \text{Lowest of [Total One Time Non-Recurring Costs} + 2x(\text{Total Post-warranty Annual Maintenance Costs})]$$

where,

**Total One-Time Non Recurring Costs** includes:

- (i) Costs for Goods (**Annexe 4.2.5**)
- (ii) Accessories (as per details in **Annexe 4.2.6**)
- (iii) Technical Service (as per details in **Annexe 4.2.7**)

- (iv) Other Costs (as per details in **Annexe 4.2.8**)
- (v) Costs of Optional Items (as per details in **Annexe 4.2.10**)

**Total Annual Recurring Costs** includes:

- (i) Post Warranty Annual Maintenance Costs (as per details in **Annexe 4.2.9**) for two years shall be taken into account for the purpose of evaluation of Commercial Bids.

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

- 32.1. The UIDAI may at any time, by a written order given to the Bidder pursuant to **Clause 15 of Section III – General Conditions of Contract**, make changes within the general scope of the Contract. Accordingly, the UIDAI reserves the right to place repeat order (s) of upto 25% of the Contract value. In case of any increase/ decrease in quantities of any item, the Technical Service Charges, if any quoted, shall be correspondingly increased/ decreased on pro-rata basis.
- 32.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the UIDAI's changed order.

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

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

### **34. Notification of Award**

- 34.1. Prior to the expiration of the period of bid validity, the UIDAI will notify the successful Bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its bid has been accepted.
- 34.2. The notification of award will constitute the formation of the Contract.
- 34.3. Upon the successful Bidder's furnishing of performance security pursuant to **Clause 36**, the UIDAI will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to **Clause 12**.

### **35. Signing of Contract**

- 35.1. At the same time as the UIDAI notifies the successful Bidder that its bid has been accepted, the UIDAI will send the Bidder the Contract Form (**Appendix A of Section VI**) provided in the Bid Document, incorporating all agreements between the parties.
- 35.2. Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.

### **36. Performance Security**

- 36.1. Within 15 days of the receipt of notification of award from the UIDAI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at **Appendix B of Section VI**.
- 36.2. Failure of the successful Bidder to comply with the requirement of **Clause 35 or Clause 36** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.

**37. Confidentiality of the Document**

- 37.1. 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, whatsoever.

**38. Rejection Criteria****38.1. Technical Rejection Criteria**

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

- 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.
- 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.
- If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process.

**38.2. Commercial Rejection Criteria**

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

- a) **Bid should be submitted in Three Bid systems in three separate envelopes.**

**The Pre-Qualification Bid and Technical Bid shall contain no prices or commercial bid details.** However a blank copy of the commercial bid should be enclosed with the Technical Bid with the price column of the price bid format blanked out. A tick mark (✓) shall be provided against each item of the price bid format to indicate that there is a quote against this item in the Commercial bid. **Offers with Pre-Qualification Bid or Technical Bid containing prices shall be rejected outright.**

- b) **Offers of following kinds will be rejected:**
- i. Offers made without Bid Security/Bid Bond/Bank Guarantee along with the offer
  - ii. Fax/Email
  - iii. Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid.
  - iv. Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
  - v. Offers which do not conform to UIDAI's price bid format.
  - vi. Offers which do not confirm to the completion period indicated in the bid.
- c) Total lump sum price quoted by the Bidder must be inclusive of all taxes including excise duty and sales tax etc.
- d) Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them including the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

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**SECTION III****GENERAL CONDITIONS OF CONTRACT****1. Definitions**

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

- (a) **"UIDAI"** means the Unique Identification Authority of India.
- (b) **"The Purchaser"** means the President of India acting through the Director General, Unique Identification Authority of India or any other representative authorised by the Director General, Unique Identification Authority of India.
- (c) **"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.
- (d) 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.
- (e) The **"Vendor"** means the person or the firm or the company with whom the order for the Supply, Installation and Commissioning 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.
- (f) **"The Contract Price"** means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- (g) **"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;
- (h) **"Service"** means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, erection, commissioning, configuration, testing, systems integration, acceptance, warranty and post warranty maintenance and support, provision of technical assistance, and other obligations of the Vendor covered under the Contract;
- (i) **"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.

**2. Application**

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

**3. Standards**

3.1 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.

3.2 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.

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

- 4.1 The Vendor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The Vendor shall not, without the Purchaser's prior written consent, make use of any document of information enumerated in **Clause 3 of Section II** except for purposes of performing the Contract.
- 4.3 Any document, other than the Contract itself, enumerated in **Clause 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.

#### 5. Patent Rights

- 5.1 The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent for all losses, costs and damages finally awarded by a court or agreed to in a settlement approved in writing by the Vendor, arising from the use of the Goods or any part thereof, provided that the Purchaser:
- (i) promptly notifies the Vendor in writing of the claim; and
  - (ii) allows Vendor to control, and cooperate with the Vendor in, the defence and any related settlement negotiations.
- 5.2 If such a claim is made or appears likely to be made, Purchaser agrees to permit Vendor to enable the Purchaser to continue to use the Goods, or to modify it, or replace it with one that is better or at least functionally equivalent. If the Vendor determines that none of these alternatives is reasonably available, Purchaser agrees to return the Goods to Vendor on Vendor's written request. Vendor shall then give Purchaser a credit equal to Purchaser's net book value calculated according to generally accepted accounting principles.
- 5.3 Vendor has no obligation regarding any claim based on any of the following:
- a. anything provided by Purchaser or a third party on Purchaser's behalf that is incorporated into the Goods or Vendor's compliance with any designs, specifications, or instructions provided by Purchaser or a third party on Purchaser's behalf;
  - b. modification of Goods by Purchaser or a third party on Purchaser's behalf, or use of Vendor software other than in accordance with its applicable licenses and restrictions;
  - c. the combination, operation, or use of Goods with any product, hardware device, program, data, apparatus, method, or process that Vendor did not provide as a system, if the infringement would not have occurred were it not for such combination, operation or use;
  - d. the distribution, operation or use of Goods other than internally; or
  - e. infringement by a non-Vendor product or other Vendor software alone.

- 5.4 This Clause 5 states Vendor's entire obligation and Purchaser's exclusive remedy regarding any third party patent claims.

## **6. Performance Security**

- 6.1 Within 15 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 of the value of the contract in the form of a bank guarantee bond from a recognised bank.

## **7. Installation, Commissioning, Configuration, Testing and Acceptance**

- 7.1 The Vendor shall be responsible for erection and installation of the Goods/Services at the destination sites and for making them fully operational.

- 7.2 The acceptance test which involves the operation of the complete Goods/Services shall be conducted by the Vendor in the presence of the Purchaser and/or authorised officials and/or any other team or agency nominated by the Purchaser. All expenses for special devices, if any, for erection, commissioning, configuration, testing and acceptance of the Goods/Services shall be borne by the Vendor.

- 7.3 The Vendor shall describe in advance the tests and in details the system on which he proposes to demonstrate the correct working of the equipment supplied both individually and as an integrated system. System testing schedules are thus additional to test specifications for individual items or units of equipment and shall comprise of :

- a) Factory tests
- b) On-site commissioning tests

It shall be the responsibility of the vendor to get pre-despatch inspection of the goods as part of factory tests and furnish necessary certificate to the Purchaser certifying that the goods conform to the specifications given in the contract.

- 7.4 The above tests shall demonstrate the satisfactory operation of all equipment as an integrated whole covering full range of the facilities of the equipment. Simulation equipment shall be provided by the Vendor wherever necessary, to simulate all input and output functions on the test configuration. All functions shall be tested including but not limited to:

- a) Power failure and restoration.
- b) All combinations of permissible voltage and frequency variations.
- c) Limiting signal-noise ratios on data carrying circuits.
- d) Maintenance and testing facilities.

- 7.5 All test facilities required for factory system tests shall be made available by the Vendor.

- 7.6 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 thirty (30) consecutive days, 24 hours a day, at 99.5% up-time efficiency. Up time is defined as productive and error-free time of the computer system using the



Manufacturer's standard test procedures. Any un-utilised time, during the tests, will also qualify as up-time provided there are no hardware malfunctions. During the aforesaid 30 days period, the Purchaser shall be permitted to make use of the equipment for running any or all of their programmes. Up-time efficiency will be computed as follows:

$$\frac{\text{Up-time}}{\text{Total time for which the equipment is available.}} \times 100$$

- 7.7 The following will not be included in the total time:
- a) Time lost due to power or environmental failures;
  - b) Time taken to recover the computer equipment because of power or environmental failures.
- 7.8 In case the required up-time efficiency is not obtained as mentioned in **Clauses 7.6 and 7.7** the equipment will be run for an additional number of days till the efficiency of 99.5% is achieved. **This will be evidenced by a certificate of acceptance duly signed and/or countersigned by representatives of the Purchaser which shall be deemed to be acceptance of the equipment** without prejudice to **Clause 7.7**. The Vendor shall send such certificate to the Purchaser.
- 7.9 The Vendor shall conclude the Acceptance test not later than ninety (90) days, after the arrival of each equipment, and not later than 60 days from the installation of the System, in the presence of person(s) or agency designated by the Purchaser.
- 7.10 Should the Acceptance Tests not be concluded to the satisfaction of the Purchaser within the said ninety (90) days from the arrival of the equipment and 60 days from the installation, 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 sixty (60) days.
- 7.11 Should Acceptance Tests still not be concluded to the satisfaction of the Purchaser after the expiration of two hundred and twenty (220) days from the arrival 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 and the Manufacturer from the Purchaser and all moneys 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.
- 7.12 The Purchaser shall, however, have the right to change the period of 30 consecutive days, 24 hours a day prescribed for acceptance tests under **Clause 7.6**. The Purchaser shall also have the right, if it so desires, to waive the factory tests in his presence or in the presence of its authorised representative or the agency nominated by him. However, in such cases the Purchaser shall have the right to ask for the results of the factory tests/reports from the Vendor.

## 8. Incidental Services

- 8.1 The Vendor shall be required to provide any or all of the following services:
- (a) Installation, erection, commissioning, configuration, testing, acceptance, warranty and post warranty maintenance and support in respect of supplied Goods.
  - (b) Performance or supervision of on-site assembly and start-up of the supplied Goods;

- (c) Furnishing of tools required for assembly and start-up of the Supplied Goods;
- (d) Furnishing of detailed operations and maintenance manuals for each appropriate unit of the supplied Goods;
- (e) Performance, supervision, maintenance and repair of the supplied Goods, for a period of time agreed by the Purchaser and the Vendor, provided that this service shall not relieve the Vendor of any warranty obligations under this Contract; and
- (f) Provision of technical assistance
- (g) Other obligations of the Vendor covered under the Contract

## 9. Training – Clause Deleted

## 10. Delivery and Documents

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

## 11. Maintenance and Spare Parts

- 11.1 Documentation shall be supplied for installation, maintenance, servicing and operation of equipment. All equipment, symbols and abbreviations shall be in accordance with the generally accepted nomenclature and standards. The maintenance manual shall contain a description of the complete hardware system and maintenance procedures. The hardware description shall start with the overall configuration of the system with layouts showing the location of every unit with block diagram and explanation of operation. Detailed descriptions of component units shall explain their operation. Block diagrams showing the flow and interaction of data and logic diagrams shall be provided. Part list and wiring schedules shall be provided, but care shall be taken to avoid obscuring of the operational description. Maintenance procedures shall cover the diagnosis of faults, testing and setting up adjustments, replacement of units, routine mechanical servicing, if any, and operation of test equipment.
- 11.2 The servicing manual shall cover all the procedures and information necessary for the diagnosis and repair of faulty units or components of every type. It shall include circuits, board layouts, component schedules (with Vendors' names), test points and test parameters, and use of test equipment.
- 11.3 The Vendor undertakes that necessary maintenance will be directly made available for at least Five years after the acceptance of the system on a continuing basis at a reasonable price, at the option of the Purchaser **(Annexe 4.2.9). The Purchaser reserves the right to enter into Annual Maintenance Contract with the Vendor after expiry of the warranty period**
- 11.4 The Vendor warrants that spare parts for the system would continue to be supplied even after a period of Five years indicated in **Clause 11.3** above, and that however, before phasing out or discontinuation of production of any of the spare parts, required for the maintenance of the System he will give at least twelve (12) months' notice prior to such discontinuation to the Purchaser.
- 11.5 The Vendor guarantees that in case he decides to discontinue production of spare parts, he will make available the blue prints, drawings of the spare parts and specifications of material at no cost to the Purchaser as and when required to enable the Purchaser to fabricate or procure these spare parts from other sources.

## 12. Warranty

- 12.1 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.
- 12.2 This warranty shall remain valid, for **36 (Thirty six) months** in respect of Servers and **12 (Twelve) months** in respect of all other Goods, **after the Goods or any portion thereof, as the case may be, have been delivered (and commissioned) to the final destination indicated in the Contract and accepted**, unless specified otherwise in the General Conditions of Contract.
- 12.3 The Purchaser shall promptly notify the Vendor in writing of any claims arising under this warranty.
- 12.4 Upon receipt of such notice, the Vendor shall with all reasonable speed, repair or replace the defective Goods or parts thereof **within 30 days from the receipt of such notice**, without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.
- 12.5 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.

## 13. Payment

- 13.1 Payment shall be made by the Purchaser only after completion of supply, installation commissioning and acceptance of the Goods/Services mentioned in the schedule, to the entire satisfaction of the Purchaser or any other agency nominated by him.
- 13.2 The Purchaser may however, consider making payments which shall be subject to the following conditions:
- i) 50% payment against delivery and installation of Goods/ Services.
  - ii) 30% payment against satisfactory commissioning of Goods/ Services. In case the commissioning of the Goods/Services is delayed or put off beyond 90 days of the receipt of the equipment at Purchaser's sites (as per **Appendix F**) due to express written instructions of the Purchaser, this amount may be released to the Vendor on his furnishing a necessary Bank Guarantee on stamp paper of requisite value of an equivalent amount from any of the **Nationalised/Scheduled Bank**.
  - iii) Balance 20% payment against acceptance of Goods/ Services. In case the acceptance of the Goods/Services is delayed or put off beyond 60 days of the installation of Goods/ Services at Purchaser's sites (as per **Appendix F**) due to express written instructions of the Purchaser, this amount may be released to the Vendor on his furnishing a necessary Bank Guarantee on stamp paper of requisite value of an equivalent amount from any of the **Nationalised/Scheduled Bank**.
  - iv) No payment shall, however, accrue until after the Performance Guarantee Bond envisaged in **Clause 6** has been furnished.

13.3 Payments in respect of Resident Engineers shall be made on monthly basis subject to submission of certification regarding satisfactory performance of technical support/services by the Resident Engineers from the authorized representative of the Purchaser.

#### **14. Currency of Payment**

14.1 Payment shall be made in Indian Rupees only.

#### **15. Change Orders**

15.1 The Purchaser may at any time, by a written order given to the Vendor pursuant to **Clause 28**, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; or
- (d) the Services to be provided by the Vendor.
- (e) increase/ decrease quantities of goods. Accordingly, the UIDAI reserves the right to place repeat order (s) of upto 25% of the Contract value.

15.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Vendor for adjustment under this Clause must be asserted within thirty days from the date of the Vendor's receipt of the Purchaser's change order.

#### **16. Contract Amendments**

16.1 Subject to **Clause 18**, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

#### **17. Assignment**

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

17.2 The Purchaser reserves the right to assign any/ all of its rights and obligations under this contract to any of its representatives during any stage of the contract term.

17.3 The Vendor agrees that the Purchaser has the sole right and may on its own volition assign/transfer to the Managed Service Provider (hereinafter referred to as "the MSP") appointed by the Purchaser this contract whereby any/ all rights obligations/duties etc so specified therein shall get transferred to the MSP. The Vendor shall, as and when required by the Purchaser, enter into a tri-partied assignment Agreement with the Purchaser and the MSP. The Vendor shall have no objection to the terms of such assignment/ transfer.

**18. Subcontracts**

- 18.1 The Vendor shall not sub-contract, 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.

**19. Delays in the Vendor's Performance**

- 19.1 Delivery of the Goods and performance of Service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in **Section V – Scope of Work and Schedule of Requirements**.
- 19.2 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.
- 19.3 If at any time during performance of the Contract, the Vendor or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods 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 19.2** would be invoked.

**20. Liquidated Damages**

- 20.1 Subject to **Clause 22**, if the Supplier fails to deliver 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 21**.
- 20.2 In the event of failure of the Vendor to secure acceptance of equipment by the Purchaser, within two hundred and twenty (220) days after arrival at site, it is agreed that the Purchaser reserves the option to recover from the Vendor as liquidated damages and not by way of penalty for the period after the said two hundred and twenty (220) days, until acceptance a sum equivalent to two percent (2%) of the Contract value for each month of the failure of Vendor upto a maximum deduction of Ten (10) percent, to secure acceptance or part thereof, without prejudice to the Purchaser's other remedies under the Contract.

**21. Termination for Default**

- 21.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part:
- (a) If the Vendor fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to **Clause 19**; OR
  - (b) If the Vendor fails to perform any other obligation(s) under the contract.
- 21.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to **Clause 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. However, the Vendor shall continue performance of the Contract to the extent not terminated.

## **22. Force Majeure**

- 22.1 Notwithstanding the provisions of **Clauses 19, 20, 21** the Vendor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 22.2 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.
- 22.3 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.

## **23. Termination for Insolvency**

- 23.1 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.

## **24. Termination for Convenience**

- 24.1 The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- 24.2 The Goods that are complete and ready for shipment within 30 days after the Vendor receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Vendor an agreed amount for partially completed Goods and for materials and parts previously procured by the Vendor.

## **25. Dispute Resolution**

- 25.1. 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.

- 25.2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 25.3. The Arbitration proceedings shall be held in Delhi, India.
- 25.4. The Arbitration proceeding shall be governed by the substantive laws of India.
- 25.5. The proceedings of Arbitration shall be in English language.
- 25.6. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
- 25.7. 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.
- 25.8. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.
- 25.9. 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.
- 25.10. 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.
- 25.11. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- 25.12. 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.
- 25.13. 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.
- 25.14. 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.

## **26. Governing Language**

- 26.1 The Contract shall be written in the English language. Subject to **Clause 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.

## **27. Applicable Law**

- 27.1 The Contract shall be interpreted in accordance with the Indian laws.

**28. Notices**

- 28.1 Any notice by one party to the other pursuant to the Contract shall be sent in writing or by telegram or e-mail/fax and confirmed in writing to the address specified for that purpose in the contract.
- 28.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**29. Back-up Support**

- 29.1 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 of spare parts and back-up maintenance support required by the Purchaser or that Agency and shall continue to make available the spare parts.

**30. Power Tolerance**

- 30.1 The system must be capable of withstanding power failures and must not get damaged due to 'trip outs'. It should be capable of withstanding permissible voltage and frequency variations without any damage to equipment or loss of information.

**31. Price Fall**

- 31.1 The Vendor shall provide "**Most Preferred Customer**" status to the Purchaser. Accordingly, the prices charged for goods and services supplied under this contract by the Vendor shall in no event exceed the lowest price at which the Vendor sells the Goods/ Services or offers to sell Goods/ Services of identical description to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract..
- 31.2 If any time during the aforesaid period the Vendor reduces the sale price, sells or offers to sell such Goods/ Services to any person/organization including the purchaser or any department of State or Central Govt. or any department. of a State Govt. for ;statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Goods/ Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.
- 31.3 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 the each year or at any time, whichever is earlier, to incorporate downward revisions as applicable and necessary.

**32. Delivery**

- 32.1 The Goods specified in the **Annexe 4.1.6** of Section IV are required to be supplied installed and commissioned by the Vendor within the **Timelines** indicated in **Clause 11 of Section V**.

**33. Passing of Property**

- 33.1 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.



**34. Prices**

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

**35. Deductions**

35.1 Payments, as envisaged in **Clause 13**, shall be subject to deductions of any amount, for which the Vendor is liable under the agreement against this Bid.

**36. Taxes and Duties**

36.1 The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, **and demurrage charges** etc., incurred until delivery of the contracted Goods to the Purchaser. However, sales tax (not surcharge in lieu of sales tax) in respect of the transaction between the Purchaser and the Vendor shall be payable extra by the Purchaser if so stipulated in the Notification of Award. If there is any reduction in duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser.

36.2 **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.**

**37. Insurance**

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

37.2 The insurance shall be obtained by the Vendor, naming the Purchaser as the beneficiary, in an Amount equal to 110% of ex-works value of goods upto the installation at site on "all risks" basis, including War Risks and Strike clauses.

**38. "No Claim" Certificate**

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

**39. Continuing Support**

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

**40. Satisfactory Complimentary Performance**

40.1 The Vendor shall, notwithstanding anything stated in **Clauses 6, 7 and 12 of Section III**, guarantee satisfactory performance of all hardware and software to the specifications in the contract and further undertake to reimburse the Purchaser or any agency nominated by the Purchaser, all payments made in pursuance of this contract and such other cost as may be decided by mutual consent or by arbitrator as envisaged in **Clause 25**, if the hardware/software features do not perform to committed standards thus materially affecting performance of the applications.

#### **41. Indemnity**

**41.1** The Vendor shall execute and furnish to the Purchaser, a Deed of Indemnity, as per the format prescribed in **Appendix G** in favour of the Purchaser, indemnifying the Purchaser from and against any costs/ losses/ damages/ expenses/ and/ or claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period.

#### **42. Limitation of Vendor's Liability towards the Purchaser**

**42.1** Except in case of gross negligence or willful misconduct on the part of the Vendor or its agents/ sub-contractor(s)/ Team/ representatives/ employees etc. or on the part of any person or company acting on behalf of the Vendor in executing the work or in carrying out its/ their obligations under this contract, the Vendor, with respect to damage caused by the Vendor or its agents/ Team/ representatives/ employees, to the property and/or assets of the Purchaser or of any of Purchaser's vendors, shall not be liable to the Purchaser:

- (i) for any indirect or consequential loss or damage; and
- (ii) for any direct loss or damage that exceeds (A) Contract Value, or (B) the proceeds the Vendor may be entitled to receive from any insurance maintained by the Vendor to cover such a liability, whichever of (A) or (B) is higher.

**42.2** This limitation of liability shall not affect the Vendor liability, if any, for damage to Third Parties caused by the Vendor or its agents/ Team/ representatives/ employees or any person or firm/company acting on behalf of the Vendor in executing the work or in carrying out the Services/ obligations under the Contract.

**42.3** The Vendor's liabilities shall not be limited if the loss/ damage is caused by:

- (i) Negligence/ gross negligence;
- (ii) Misconduct/ intentional misconduct;
- (iii) Breach of essential terms of the Contract; or
- (iv) Fraud attributable to the Vendor and/ or its agents/ Team/ representatives/ employees.

**42.4** The allocation of risk herein is an essential element of the bargain between the parties, without which the parties would not have entered into this agreement.

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7	Warranty ( <b>Annexe 4.1.7</b> )	8
8	Manufacturer's Authorization Form ( <b>Annexe 4.1.8</b> )	9
9	Maintenance Infra-Structure Facilities ( <b>Annexe 4.1.9</b> )	10
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<b>B. Commercial Bid</b>		
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**Annexe 4.1.1**

**A. TECHNICAL BID**

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

- 1. Name of the Bidder \_\_\_\_\_
- 2. Address of the Bidder \_\_\_\_\_
- 3. Name of the Manufacturer/Developer of the Product(s) offered \_\_\_\_\_
- 4. Address of the Manufacturer/Developer of the Product(s) offered \_\_\_\_\_
- 5. Place of Manufacture/Development of the Product(s) offered \_\_\_\_\_
- 6. Service facilities available for maintenance \_\_\_\_\_
- 7. Availability of spare parts (for hardware components) \_\_\_\_\_
- 8. Bidder's proposal number and date \_\_\_\_\_
- 9. Name & address of the officer to whom all references shall be made regarding this tender \_\_\_\_\_  
 Tel. No. \_\_\_\_\_ Cell No. \_\_\_\_\_  
 Fax No. \_\_\_\_\_

**Witness :**

Signature -----  
 Name -----  
 Address -----  
 Date -----

**Bidder :**

Signature -----  
 Name -----  
 Designation -----  
 Company -----  
 Date -----

**Company Seal**

**Annexe 4.1.2****Technical Bid Letter**

To

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

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

Sir,

We declare:

- i) that we are Manufacturers/ Authorized Agents/ Distributors/ Partners of -----  
-----
  - ii) that we/our OEMs 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 to 4.2.10** 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 4.1.6** and that we shall perform all the incidental services.
  4. **TERMS OF DELIVERY**  
  
The prices quoted are inclusive of all charges inclusive of installation and commissioning charges in the UIDAI at the locations as mentioned in **Appendix E.**
  5. We enclose herewith the complete Technical Bid as required by you. This includes **Section IV** comprising of:

S. NO.	CONTENTS
1	Bid Particulars ( <b>Annexe 4.1.1</b> )
2	Technical Bid Letter ( <b>Annexe 4.1.2</b> )
3	Technical Details of Goods/Services offered ( <b>Annexe 4.1.3</b> )
4	Statement of Deviation(s) from Schedule of Requirements ( <b>Annexe 4.1.4</b> )
5	Statement of Deviation(s) from Tender Terms and Conditions ( <b>Annexe 4.1.5</b> )
6	Timelines ( <b>Annexe 4.1.6</b> )
7	Warranty ( <b>Annexe 4.1.7</b> )
8	Manufacturer's Authorization Form ( <b>Annexe 4.1.8</b> )
9	Maintenance Infra-Structure Facilities ( <b>Annexe 4.1.9</b> )
10	Response Sheet for Goods Offered ( <b>Annexe 4.1.10</b> )
11	Blade Server ( <b>Annexe 4.1.11</b> )
12	Blade Chassis ( <b>Annexe 4.1.12</b> )
13	Rack Server ( <b>Annexe 4.1.13</b> )
14	IP-KVM Switch ( <b>Annexe 4.1.14</b> )
15	Storage Media LTO 5 ( <b>Annexe 4.1.15</b> )

6. We agree to abide by our offer for a period of **180 days** from the date fixed for opening of the tenders and that we shall remain bound by a communication of acceptance within that time.
7. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions. The deviations from the Schedule of Requirements are only those mentioned in **Annexe 4.1.4**. The deviations from the above terms and conditions are only those mentioned in **Annexe 4.1.5**.
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. All corrections/ deletions should invariably be duly attested by the person authorized to sign the tender document.)*
9. Bid Security (Earnest Money), in original, for an amount equal to **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)** is enclosed in the Cover containing **Pre-qualifying Bid** in the form specified in **Clause 12 of Section II**.
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    2011

**Signature of Bidder**

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

**Details of enclosures :**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- .
- .

## Annexe 4.1.3

## TECHNICAL DETAILS OF GOODS OFFERED

S. NO.	Description of Goods/Services	Quantity (nos.)			@ Make and Model	*Deviations, if any
		Bangalore	GNDC	Total		
1	Blade Server ( <b>Annexe 4.1.11</b> )	620	352	972		
2	Blade Chassis ( <b>Annexe 4.1.12</b> )	52	32	84		
3	Rack Server ( <b>Annexe 4.1.13</b> )	28	10	38		
4	IP-KVM Switch ( <b>Annexe 4.1.14</b> )	2	2	4		
5	Storage Media LTO 5 ( <b>Annexe 4.1.15</b> )	5000	5000	10000		
6	Server Racks	32	22	54		
7	Network Racks	0	8	8		
8	Tera Pack Tray for Spectra Logic Tape Library– Tray for storing 10 LTO 5 tapes	50	50	100		
9	Cables and connectors	As reqd.	As reqd.	As reqd.		
10	Database Software MySql Latest Version on Linux with partitioning and HA Support for proposed Rack Servers.	10	10	20		

Signature of witness  
Date  
Place

Signature of the Bidder  
Date  
Place

@ **Make Model of the offered Goods should be indicated. Also, see Section V - Schedule of Requirements**

\* If the specification of any offered item is different from the required, as given in **Section V - Schedule of Requirements**, the details of the same may be indicated in this column also.

**Annexe 4.1.4**

**STATEMENT OF DEVIATIONS FROM SCHEDULE OF REQUIREMENTS**

Dear Sirs,

Following are the Technical deviations and variations from the Schedule of Requirements. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

<b>Sl. No.</b>	<b>Section No.</b>	<b>Clause No.</b>	<b>Page No.</b>	<b>Statement of deviations and variations.</b>

**Signature of witness**  
**Date**  
**Place**

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

**Annexe 4.1.5**

**STATEMENT OF DEVIATIONS FROM TENDER TERMS AND CONDITIONS**

Dear Sirs,

Following are the deviations from the Terms and Conditions of the Bid Document. These deviations and variations are exhaustive. Except these deviations and variations, all other Terms and Conditions of the Bid Document are acceptable to us.

<b>Sl. No.</b>	<b>Section No.</b>	<b>Clause No.</b>	<b>Page No.</b>	<b>Statement of deviations and variations.</b>

**Signature of witness**  
**Date**  
**Place**

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



**Annexe 4.1.6**  
(Please see Clause 22 of the  
General Conditions of Contract)

**TIMELINES**

S. NO.	Description of Goods/Services	Quantity (nos.)			Date of Delivery from the Date of Issue of Purchase Order	Date of Installation from the Date of Issue of Purchase Order	Date of Commissioning from the Date of Issue of Purchase Order
		Bangalore	NCR	Total			
1	Blade Server ( <b>Annexe 4.1.11</b> )	620	352	972			
2	Blade Chassis ( <b>Annexe 4.1.12</b> )	52	32	84			
3	Rack Server ( <b>Annexe 4.1.13</b> )	28	10	38			
4	IP-KVM Switch ( <b>Annexe 4.1.14</b> )	2	2	4			
5	Storage Media LTO 5 ( <b>Annexe 4.1.15</b> )	5000	5000	10000			
6	Server Racks	32	22	54			
7	Network Racks	0	8	8			
8	Tera Pack Tray for Spectra Logic Tape Library– Tray for storing 10 LTO 5 tapes	50	50	100			
9	Cables and connectors	As reqd.	As reqd.	As reqd.			
10	Database Software MySql Latest Version on Linux with partitioning and HA Support for proposed Rack Servers.	10	10	20			

**Signature of witness**  
**Date**  
**Place**

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

**Annexe 4.1.7****WARRANTY**

We warrant that everything to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material, workmanship & manufacture and shall be of the highest grade and quality and consisted with the established and generally accepted standards for materials of the type ordered shall be in 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 shall survive inspection of and payment for, and acceptance of the goods, but shall expire after **36 (Thirty six) months** in respect of Servers and **12 (Twelve) months** in respect of all other Goods, after their successful installation and acceptance by the Purchaser.

The obligations under the Warranty expressed above shall include all costs relating to labour, spares, maintenance (preventive 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 effectively and efficiently or conform to the specifications and for which notice is promptly given by the purchaser to the supplier.

**Signature of witness**  
**Date**  
**Place**

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

Annexe 4.1.8

## MANUFACTURER'S AUTHORIZATION FORM

To,

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

Dear Sir,

Sub : Bid No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable  
manufacturers of \_\_\_\_\_ having factories at  
\_\_\_\_\_

do hereby authorize M/s. \_\_\_\_\_ (Name and address of authorized  
agent/distributor/partner) only to bid, negotiate and conclude the contract with you against  
Bid No. T-11011/56/2011-Tech dated 17<sup>th</sup> November, 2011 for the above goods  
manufactured by us.

2. It is certified that no company/ firm, other than M/s. \_\_\_\_\_  
(Name and address of authorized agent/distributor/partner), is authorized to Bid against Bid  
No. T-11011/56/2011-Tech dated 17<sup>th</sup> November, 2011.

3. 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,

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

Date:

**Note:** This letter of authority should be on the letterhead of the manufacturing  
concern and should be signed by a person competent and having the power  
of attorney to bind the manufacturer.



**Annexe 4.1.10**

**RESPONSE SHEET FOR GOODS OFFERED**

S. No.	Description of Goods	Quantity Offered (nos.)	Make and Model Offered by the Bidder	Remarks, if any
1	Blade Server ( <b>Annexe 4.1.11</b> )			
2	Blade Chassis ( <b>Annexe 4.1.12</b> )			
3	Rack Server ( <b>Annexe 4.1.13</b> )			
4	IP-KVM Switch ( <b>Annexe 4.1.14</b> )			
5	Storage Media LTO 5 ( <b>Annexe 4.1.15</b> )			
6	Server Racks			
7	Network Racks			
8	Tera Pack Tray for Spectra Logic Tape Library– Tray for storing 10 LTO 5 tapes			
9	Cables and connectors			
10	Database Software MySql Latest Version on Linux with partitioning and HA Support for proposed Rack Servers.			

**Witness :**

Signature -----

Name -----

Address -----

Date -----

**Bidder :**

Signature -----

Name -----

Designation -----

Company -----

Date -----

**Company Seal**

<b>Annexe 4.1.11</b>						
<b>Technical Specifications for Blade Server</b>						
<b>S. No.</b>	<b>Parameter</b>	<b>Current Minimum Requirements</b>	<b>Unit of Measurement</b>	<b>Compliance for Minimum Requirements (indicate YES/ NO)</b>	<b>Bidder's Response</b>	<b>Please mention deviations, if any</b>
1	<b>Make</b>					
2	<b>Model</b>					
3	Power Specification	Indian power specifications in terms of Phase, Voltage, Freq	Ø,V,Hz			
4	<b>No. of Processors proposed</b>	2	No. CPU/Sockets in one server, can have more cpus in a single blade			
	No of cores in each processor	6	No of cores in each physical CPU/socket			
	Processor Type	Intel X5675 or AMD Opteron 6176 or higher				
	Type of processor	64-bit	64-bit			
	Native support for 32-bit applications	YES	YES/ NO			
	L2/L3 Cache		MB			
	Hyper Threading Support					
	Clock Speed		GHZ			
5	<b>Architecture</b>					
	64-bit architecture	YES	YES/ NO			
6	<b>Main Memory</b>					
	Proposed Memory size	64 GB with 8 GB or higher DIMM Size with Expandability upto 96 GB	GB			
	Proposed Main Memory Type	DDR3				
	Main Memory Type	ECC	(ECC / Non ECC)			
	Free DIMM Slots after populating 64 GB RAM	2	YES/NO			
7	<b>Internal Disks</b>					
	Type of disk proposed	SAS Disk	YES/ NO			
	Disk capacity	2*300 GB	GB			
	Min numbers of Disks required	2	Units			
8	<b>Network-1</b>					

<b>Annexe 4.1.11</b>						
<b>Technical Specifications for Blade Server</b>						
<b>S. No.</b>	<b>Parameter</b>	<b>Current Minimum Requirements</b>	<b>Unit of Measurement</b>	<b>Compliance for Minimum Requirements (indicate YES/ NO)</b>	<b>Bidder's Response</b>	<b>Please mention deviations, if any</b>
	Type of Ethernet controller proposed	Full duplex 1/10 Gbps	YES/ NO			
	No. of Ethernet Ports	2	Units			
	TCP/IP offload engine	YES	YES/ NO			
	<b>Network-2</b>					
	Type of Ethernet controller proposed	Full duplex 10 Gbps	YES/ NO			
	No. of Ethernet Ports	2	Units			
	TCP/IP offload engine	YES	YES/ NO			
9	<b>Host based Adapters</b>					
	Type of HBA proposed	Full duplex Fiber channel				
	Throughput of each of the proposed HBA	8 Gbps	Gbps			
	No. of HBA Ports	2	Units			
	Capability to dynamically load balance between multiple HBA	YES	YES/ NO			
	Support for storage subsystems of leading manufacturers like EMC, Hitachi, HP, IBM, SUN, Netapp, etc.	YES	YES/ NO			
10	<b>Operating System</b>					
	Operating system is natively compliant with 32-bit and 64-bit applications	YES	YES/ NO			
	Operating System Support – Enterprise Linux (32,64 bit), Windows 2003/2008 (32, 64 bit)	YES	YES/ NO			
11	Virtualization Support (support for hypervisors like a ESXi/ESX, XEN, KVM, HYPER-V )	YES	YES/ NO			

<b>Annexe 4.1.11</b>						
<b>Technical Specifications for Blade Server</b>						
<b>S. No.</b>	<b>Parameter</b>	<b>Current Minimum Requirements</b>	<b>Unit of Measurement</b>	<b>Compliance for Minimum Requirements (indicate YES/ NO)</b>	<b>Bidder's Response</b>	<b>Please mention deviations, if any</b>
12	Remote Boot Support (Network, SAN)	YES	YES/ NO			
13	<b>Estimated Ratings of server for proposed configurarion</b>					
	SPEC Int2006					
	SPEC int_rate_2006					
	SPEC fp2006					
	SPECpower_ssj2008					
14	<b>Support</b>					
	Is the proposed product/solution <b>End-of-life</b> or will reach <b>End-of-life</b> within 24 months from the date of submission of bid or 12 months from the date of acceptance, whichever is later?	NO	YES/ NO			
	Will the proposed product/solution reach <b>End-of-support</b> during the currency of contract?	NO	YES/ NO			
15	Thermal Management and Energy Management	YES	YES/ NO			

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

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



## Annexe 4.1.12

Technical Specifications for Blade Chassis						
Sr. No	Parameter	Minimum Requirements	Unit of Measurement	Compliance for Minimum Requirements (indicate YES/ NO)	Bidder's Response	Please mention deviations, if any
1	<b>Make</b>					
2	<b>Model</b>					
3	Power Specification	Indian power specifications in terms of Phase, Voltage, Freq	Ø,V,Hz			
4	Blade Density (no of blade servers (which fit into the chassis)	2 Processor Blades capable of accommodating minimum 10 Full/ Half height blade servers in the chassis	Nos			
5	<b>Dimensions</b>					
	Chassis Height	9U or 10U	9U/10U			
	Chassis Dimensions		inches (LxWxH)			
	Chassis Weight when fully loaded (as per the Blade Density Specified)		KG			
6	<b>Redundancy</b>					
	Backplane redundancy/dual backplane bus for High availability	YES	YES/ NO - dual backplane bus for high availability			
7	<b>Power &amp; Cooling</b>					
	Power Consumption of the proposed configuration at Full load		KVA			
	Power Consumption of the proposed configuration at normal load		KVA			
	No of Cooling Fans Proposed		units			
	Heat Dissipation of the proposed configuration at full load		BTU/Hr			
	Heat Dissipation of the proposed configuration at normal load		BTU/Hr			
	Redundant Cooling Fans	YES	YES/ NO			
	Hot Swappable Power supply proposed	YES	YES/ NO			
	Dual AC input proposed	YES	YES/ NO			

Annexe 4.1.12						
Technical Specifications for Blade Chassis						
Sr. No	Parameter	Minimum Requirements	Unit of Measurement	Compliance for Minimum Requirements (indicate YES/ NO)	Bidder's Response	Please mention deviations, if any
	Redundant Power Supply Proposed	YES	YES/ NO			
	Thermal Management and Energy Management	YES	YES/ NO			
8	<b>Networking &amp; Storage</b>					
	Number of 10G Ethernet ports in high availability from chassis to external network so that end to end connectivity is for 10Gbps	4				
	10 G Ethernet Manageable Interconnect Switch with high availability (support for VLAN, Bridging/STP etc.)	YES				
	Number of 1G Ethernet ports - from chassis to external network for uplinking	2				
	Number of Fiber channel ports (8 Gbps) from chassis to external network	6				
	8G Manageable FC Interconnect Switch (with support for zoning) with high availability	YES				
9	<b>Management</b>					
	Management Module	YES				
	Remote Installation, KVM, Blade Chassis/Server configuration & Management & diagnostics	YES				
	Shared DVD/ROM Drive/USB2.0	YES				
10	<b>Others</b>					
	Proposed Number of Blade Chassis (fully loaded) per 42U rack at 7KVA power consumption(average per rack)					

<b>Annexe 4.1.12</b>						
<b>Technical Specifications for Blade Chassis</b>						
<b>Sr. No</b>	<b>Parameter</b>	<b>Minimum Requirements</b>	<b>Unit of Measurement</b>	<b>Compliance for Minimum Requirements (indicate YES/ NO)</b>	<b>Bidder's Response</b>	<b>Please mention deviations, if any</b>
	Max number of Blade Chassis (fully loaded) per 42U rack					
	Acoustic Noise at Full Load (fully loaded blade chassis) as per ISO 9296		LWAd and LpAm			
	Acoustic Noise at Normal Load (fully loaded blade chassis) as per ISO 9296		LWAd and LpAm			
11	<b>Support</b>					
	Is the proposed product/solution <b>End-of-life</b> or will reach <b>End-of-life</b> within 24 months from the date of submission of bid or 12 months from the date of acceptance, whichever is later?	NO	YES/ NO			
	Will the proposed product/solution reach <b>End-of-support</b> during the currency of contract?	NO	YES/ NO			

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

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

<b>Annexe 4.1.13</b>						
<b>Technical Specifications for Rack Server</b>						
<b>Sr. No</b>	<b>Parameter</b>	<b>Minimum Requirements</b>	<b>Unit of Measurement</b>	<b>Compliance for Minimum Requirements (indicate YES/ NO)</b>	<b>Bidder's Response</b>	<b>Please mention deviations, if any</b>
1	<b>Make</b>					
2	<b>Model</b>					
3	<b>Power Specification</b>	Indian power specifications in terms of Phase, Voltage, Freq	Ø,V,Hz			
4	<b>Processor</b>					
	Processor Type	Intel E7-4820 or higher/ AMD Opteron 6176 or higher				
	Type of processor	64-bit	32-bit / 64-bit			
	Native support for 32-bit applications	YES	YES/ NO			
	No of CPUs	2				
	Cores per CPU	8				
	Hyper Threading Support					
	Clock Speed		GHZ			
	L2 Cache		MB			
	L3 Cache	12	MB			
5	<b>Dimensions</b>					
	Chassis Height	1U or 2U or 4U	1U/2U/4U			
	Chassis Dimensions		inches (LxWxH)			
	Chassis Weight when fully loaded		KG			
6	<b>Power &amp; Cooling</b>					
	Power Consumption of the proposed configuration at Full load		KVA			
	Power Consumption of the proposed configuration at normal load		KVA			
	Heat Dissipation of the proposed configuration at full load		BTU/Hr			
	Heat Dissipation at normal load		BTU/Hr			
	No of Cooling Fans Proposed		Units			
	Redundant Cooling Fans	YES	YES/ NO			
	Hot Swappable Power supply proposed	YES	YES/ NO			

<b>Annexe 4.1.13</b>						
<b>Technical Specifications for Rack Server</b>						
<b>Sr. No</b>	<b>Parameter</b>	<b>Minimum Requirements</b>	<b>Unit of Measurement</b>	<b>Compliance for Minimum Requirements (indicate YES/ NO)</b>	<b>Bidder's Response</b>	<b>Please mention deviations, if any</b>
	Dual AC input proposed	YES	YES/ NO			
	Redundant Power Supply Proposed	YES	YES/ NO			
	Thermal Management and Energy Management	YES	YES/ NO			
<b>7</b>	<b>Main Memory</b>					
	Main Memory Type	ECC	(ECC / Non ECC)			
	DDR Type	DDR3				
	Total Memory	128 GB, 8 GB or higher DIMM Modules	GB			
	Free DIMM Slots after populating 96 GB	2	Units			
<b>8</b>	<b>Disk Controller</b>					
	RAID protection type proposed	RAID 5	RAID1/RAID5			
	No. of channels/ports in the proposed RAID controller	Dual	Single / Dual / Quad			
	Proposed size of battery backed cache	128	MB			
<b>9</b>	<b>Internal Disks</b>					
	Type of disk proposed	SAS	SAS/ SATA			
	Disk capacity	300	GB			
	Disk Speed	10k	RPM			
	Min No of Disks	4	YES/ NO			
	Are Proposed Disks Hot Swappable?	YES	YES/ NO			
<b>11</b>	<b>Network</b>		PCI / PCI-X			
	Type of Ethernet controller proposed	Full duplex	Full/Half duplex			
	No. of ports used on each Ethernet controller proposed	Dual	YES / NO			
	Dual Homing proposed	YES	YES/ NO			
	Teaming of Ethernet Controllers proposed	YES	YES/ NO			
	No of 10 G Ethernet ports	4	Units			
	No of 1 G Ethernet ports	2	Units			
<b>12</b>	<b>Host based Adapters</b>		Gbps			
	Type of HBA proposed	Full duplex Fiber channel	PCI / PCI-X			

Annexe 4.1.13						
Technical Specifications for Rack Server						
Sr. No	Parameter	Minimum Requirements	Unit of Measurement	Compliance for Minimum Requirements (indicate YES/ NO)	Bidder's Response	Please mention deviations, if any
	Throughput of each of the proposed HBA	8 Gbps	PCI / PCI-X			
	No. of HBA proposed	2	YES/ NO			
	No. of ports used on each HBA proposed	Dual	Single / Dual / Quad			
	Whether only single port is be used on each controller	YES	YES/ NO			
	Capability to dynamically load balance between multiple HBA	YES	YES/ NO			
	Support for storage subsystems of leading manufacturers like EMC, Hitachi, HP, IBM, Oracle, NetApp etc.	YES	YES/ NO			
13	<b>Operating System</b>					
	Operating system is natively compliant with 32-bit and 64-bit applications	YES	YES/ NO			
	Operating System Support – Enterprise Linux (32,64 bit), Windows 2003/2008 (32, 64 bit)	YES	YES/ NO			
14	Virtualization Support (support for hypervisors like a ESXi/ESX, XEN, KVM, HYPER-V)	YES	YES/ NO			
15	Remote Boot Support (Network, SAN)	YES	YES/ NO			
16	Remote server Management	YES	YES/ NO			
17	<b>Others</b>					
	Max no of fully loaded servers per 42U rack at 7KVA load		units			
18	<b>Estimated Ratings of server for proposed configuration</b>					
	SPEC Int2006					
	SPEC int_rate_2006					
	SPEC fp2006					
	SPECfp_rate_2006					
	tpmC					

<b>Annexe 4.1.13</b>						
<b>Technical Specifications for Rack Server</b>						
<b>Sr. No</b>	<b>Parameter</b>	<b>Minimum Requirements</b>	<b>Unit of Measurement</b>	<b>Compliance for Minimum Requirements (indicate YES/ NO)</b>	<b>Bidder's Response</b>	<b>Please mention deviations, if any</b>
	SPECpower_ssj2008					
19	<b>Support</b>					
	Is the proposed product/solution <b>End-of-life</b> or will reach <b>End-of-life</b> within 24 months from the date of submission of bid or 12 months from the date of acceptance, whichever is later?	NO	YES/ NO			
	Will the proposed product/solution reach <b>End-of-support</b> during the currency of contract?	NO	YES/ NO			
20	Free PCI Express slots	1	Units			

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

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

Annexe 4.1.14						
Technical Specifications for IP KVM Switch						
SI No	Parameters	Minimum Requirements	Unit of Measurement	Compliance for Minimum Requirements (indicate YES/ NO)	Bidder's Response	Please Mention Deviations if Any
1	<b>Make</b>					
2	<b>Model</b>					
3	Form Factor/Dimension		(U) / HxWxD(mm)			
4	Weight		Kg			
5	Hear Dissipation		BTU/hr			
6	Power requirement		KVA			
7	Power Specification	Indian power specifications in terms of Phase, Voltage and Frequency	Ø,V,Hz			
8	Current Rating		Amp			
9	Number, Rating, Type of power points required		Quantity, Amp, Type			
10	Operating temperature range		°C			
11	Operating Relative Humidity range (non-condensing)		%			
12	Production Certification					
13	<b>Architecture</b>					
	Stand alone enterprise class enterprise and standalone IP KVM	YES	YES/ NO			
	Support for all leading brand of products offered by the bidder in this bid	YES	YES/ NO			
	Supports control of multiplatform servers and serial-based (async) device	YES	YES/ NO			
	No of 100/1000 Mbps Ethernet port	2	YES/ NO			
	No of console ports	32	YES/ NO			
14	<b>Management</b>					
	Browser Based Management	YES	YES/ NO			
	SSH/Telnet Access	YES	YES/ NO			
	SNMP Based Management	YES	YES/ NO			
	Muti user access	YES	YES/ NO			
15	<b>Software</b>	Latest release with all supported required features to be proposed	YES/ NO			



Annexe 4.1.14						
Technical Specifications for IP KVM Switch						
SI No	Parameters	Minimum Requirements	Unit of Measurement	Compliance for Minimum Requirements (indicate YES/ NO)	Bidder's Response	Please Mention Deviations if Any
16	<b>Mounting</b>					
17	Compatability with proposed network devices	YES	YES/ NO			
18	Compatability with proposed servers	YES	YES/ NO			
19	<b>Power Supply</b>					
	Hot Swappable Power supply proposed		YES/ NO			
	(N+1) redundant power supply proposed		YES/ NO			
	Dual AC input proposed		YES/ NO			
20	<b>Cooling Fans</b>					
	Hot Swappable Cooling Fans proposed					
	(N+1) redundant Cooling Fans proposed		YES/ NO			
21	<b>Support</b>					
	Is the proposed product/solution <b>End-of-life</b> or will reach <b>End-of-life</b> within 24 months from the date of submission of bid or 12 months from the date of acceptance, whichever is later?	NO	YES/ NO			
	Will the proposed product/solution reach <b>End-of-life</b> during the currency of contract? If so, specify details.		YES/ NO			
	Will the proposed product/solution reach <b>End-of-support</b> during the currency of contract?	NO	YES/ NO			
22	Support industry leading management products like Openview, Tivoli, etc	YES	YES/ NO			
23	Mouse synchronization	YES	YES/ NO			

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

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

<b>Annexe 4.1.15</b>						
<b>Technical Specifications for Storage Media LTO 5</b>						
<b>Sr. No</b>	<b>Parameter</b>	<b>Minimum Requirements</b>	<b>Unit of Measurement</b>	<b>Compliance for Minimum Requirements (indicate YES/ NO)</b>	<b>Bidder's Response</b>	<b>Please Mention Deviations if Any</b>
1	Media Type	LTO 5				
2	Size of Tape Storage (without compression)	1536	GB			
3	Size of Tape Storage (without compression)	3072	GB			
4	Compatible with the existing Spectra logic Tape Library	YES	YES/NO			

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

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

**Annexe 4.2.1**

**B. COMMERCIAL BID**

**BID PARTICULARS FOR Bid No. \_\_\_\_\_/10-UIDAI**

- 1. Name of the Bidder \_\_\_\_\_
- 2. Address of the Bidder \_\_\_\_\_
- 3. Name of the Manufacturer/Developer of the Product(s) offered \_\_\_\_\_
- 4. Address of the Manufacturer/Developer of the Product(s) offered \_\_\_\_\_
- 5. Place of Manufacture/Development of the Product(s) offered \_\_\_\_\_
- 6. Service facilities available for maintenance \_\_\_\_\_
- 7. Availability of spare parts (for hardware components) \_\_\_\_\_
- 8. Bidder's proposal number and date \_\_\_\_\_
- 9. Name & address of the officer to whom all references shall be made regarding this tender \_\_\_\_\_  
 Tel. No. \_\_\_\_\_ Cell No. \_\_\_\_\_  
 Fax No. \_\_\_\_\_

**Witness :**

Signature -----

Name -----

Address -----

Date -----

**Bidder :**

Signature -----

Name -----

Designation -----

Company -----

Date -----

**Company Seal**

**Annexe 4.2.2****Commercial Bid Letter**

To

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

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

Sir,

We declare:

- i) that we are manufacturers/developers/authorized agents / distributors/ Partner of ----  
-----
- ii) that we/our OEMs/ 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 **Unique Identification Authority of India (UIDAI)**.
2. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the **Annexe 4.2.4 to 4.2.10 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 4.1.6 - Timelines** and that we shall perform all the incidental services.

**4. TERMS OF DELIVERY**

The prices quoted are inclusive of all costs inclusive of installation and commissioning charges in the UIDAI at the locations as mentioned in **Appendix E**.

**5. COMMERCIAL BID**

We enclose herewith the complete Commercial Bid as required by you. This includes:

1	Bid Particulars ( <b>Annexe 4.2.1</b> )
2	Commercial Bid Letter ( <b>Annexe 4.2.2</b> )
3	Statement of Commercial Deviation(s) ( <b>Annexe 4.2.3</b> )
4	Summary of Cost of Goods and Services offered ( <b>Annexe 4.2.4</b> )
5	Details of Costs for Goods offered ( <b>Annexe 4.2.5</b> )
6	Details of Costs for Accessories ( <b>Annexe 4.2.6</b> )
7	Details of Costs for Technical Services ( <b>Annexe 4.2.7</b> )
8	Details of Other Costs ( <b>Annexe 4.2.8</b> )
9	Details of Costs for Post Warranty Annual Maintenance ( <b>Annexe 4.2.9</b> )
10	Details of Costs for Optional Items ( <b>Annexe 4.2.10</b> )

6. We agree to abide by our offer for a period of **180 days** from the date fixed for opening of the tenders and that we shall remain bound by a communication of acceptance within that time.
7. We have carefully read and understood the terms and conditions of the tender and the conditions of the contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions. The Commercial Deviations are only those mentioned in **Annexe 4.2.3**.
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. All corrections/ deletions should invariably be duly attested by the person authorised to sign the tender document.)*
9. Bid Security (Earnest Money) for an amount equal to **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)** is enclosed in the cover containing **Pre-qualifying Bid** in the form specified in **Clause 12 of Section II**.
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    2011

**Signature of Bidder**

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

**Details of enclosures :**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- .
- .
- .
- .

**Annexe 4.2.3****STATEMENT OF COMMERCIAL DEVIATION(S)**

Dear Sirs,

Following are the Commercial deviation(s) and variation(s) from the exceptions to the specifications and documents for the Tender. These deviation(s) and variation(s) are exhaustive. Except these deviation(s) and variation(s), the entire work shall be performed as per your specifications and documents.

<b>Sl. No.</b>	<b>Section No.</b>	<b>Clause No.</b>	<b>Page No.</b>	<b>Statement of deviations and variations.</b>

**Signature of witness**  
**Date**  
**Place**

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

**Annexe 4.2.4**

Please See Clause 8 & 9 of  
"Instructions to Bidders"

**SUMMARY OF THE COST OF GOODS / SERVICES OFFERED**

S.No.	Item Description	Price (in Rupees)
<b>1</b>	<b>One Time Non-Recurring Costs</b>	
a.	Costs for Goods Offered ( <b>Total from Annexe 4.2.5</b> )	
b.	Costs for Accessories ( <b>Total from Annexe 4.2.6</b> )	
c.	Costs for Technical Services ( <b>Total from Annexe 4.2.7</b> )	
d.	Other Costs ( <b>Total from Annexe 4.2.8</b> )	
e.	Costs for Optional Items ( <b>Total from Annexe 4.2.9</b> )	
f.	Estimated cost of freight / insurance transportation etc.	
	<b>A. Total One-Time Non-Recurring Costs (Total of Items 1(a) to 1(f))</b>	
<b>2.</b>	<b>Recurring Costs</b>	
a.	Post Warranty Annual Maintenance Costs for 2 years( <b>Total from Annexe 4.2.10</b> )	
	<b>B. Total Recurring Costs (Total of Item 2(a))</b>	
<b>3.</b>	<b>Total Costs (A + B)</b>	

Note : The cost break-up of the various items is as shown in the enclosures.

**Signature of witness**  
**Date**  
**Place**

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

**NOTE :** The Bidder shall submit an exact copy of this Annexe with prices blanked off alongwith the Technical Bid.

**Annexe 4.2.5**

(Please See Clause 8 & 9 of "Instructions to Bidders)

**DETAILS OF THE COST FOR DETAILS OF COSTS FOR GOODS OFFERED - ONE TIME NON-RECURRING COSTS**

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	Blade Server ( <b>Annexe 4.1.11</b> )					
2	Blade Chassis ( <b>Annexe 4.1.12</b> )					
3	Rack Server ( <b>Annexe 4.1.13</b> )					
4	IP-KVM Switch ( <b>Annexe 4.1.14</b> )					
5	Storage Media LTO 5 ( <b>Annexe 4.1.16</b> )					
6	Server Racks					
7	Network Racks					
8	Tera Pack Tray for Spectra Logic Tape Library– Tray for storing 10 LTO 5 tapes					
9	Cables and connectors					
10	Database Software MySql Latest Version on Linux with partitioning and HA Support for proposed Rack Servers.					
<b>Total Costs</b>						

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

**TOTAL AMOUNT IN RUPEES** (in figures)-----  
(in words)-----

**Signature of witness**  
**Date**  
**Place**

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

**NOTE :** The Bidder shall submit an exact copy of this Annexe with prices blanked off alongwith the Technical Bid.



**Annexe 4.2.6**(Please See Clause 8 & 9 of  
"Instructions to Bidders")**DETAILS OF THE COST OF ACCESSORIES - ONE TIME NON-RECURRING COSTS**

S.No.	Item Description	Qty.	Basic Unit Price (in Rs.)	Customs/ Excise Duty (in Rs.)	Sales Tax/ VAT (in Rs.)	Total Unit Cost (in Rs.)	Total Cost (in Rs.)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

TOTAL AMOUNT IN RUPEES (in figures)-----

(in words)-----

Signature of witness  
Date  
PlaceSignature of the Bidder  
Date  
Place**NOTE :** The Bidder shall submit an exact copy of this Annexe with prices blanked off alongwith the Technical Bid.

1. If the above space is not enough for your proposal, please use additional sheet as a part of the Bid.
2. **Costs of Interconnect Power Cables and cords, if any, should be indicated in this Annexe.**

**Annexe 4.2.7**(Please See Clause 8 & 9 of  
"Instructions to Bidders)**DETAILS OF THE TECHNICAL SERVICE COSTS - ONE TIME NON-RECURRING COSTS**

S.No.	Description of Services	Qty.	Basic Unit Price (in Rs.)	Taxes (in Rs.)	Total Unit Cost (in Rs.)	Total Cost (in Rs.)
1.	Installation					
2.	Commissioning					
3.	Systems Integration Services					
4.						
<b>Total Technical Service Costs</b>						

**TOTAL AMOUNT IN RUPEES** (in figures)-----

(in words)-----

**Signature of witness**  
**Date**  
**Place**

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

- \* **Service Tax, Education Cess , Works Contract Tax etc, if applicable, should be shown separately**

**NOTE :** The Bidder shall submit an exact copy of this Annexe with prices blanked off alongwith the Technical Bid.

**Annexe 4.2.8**  
(Please See Clause 8 & 9 of  
"Instructions to Bidders)

**DETAILS OF OTHER COSTS - ONE TIME NON-RECURRING COSTS**

S.No.	Item Description	Qty.	Basic Unit Price (in Rs.)	Customs/ Excise Duty (in Rs.)	Sales Tax/ VAT (in Rs.)	Total Unit Cost (in Rs.)	Total Cost (in Rs.)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							

**TOTAL AMOUNT IN RUPEES** (in figures)-----

(in words)-----

**Signature of witness**  
Date  
Place

**Signature of the Bidder**  
Date  
Place

**NOTE :** The Bidder shall submit an exact copy of this Annexe with prices blanked off alongwith the Technical Bid.

1. If the above space is not enough for your proposal, please use additional sheet as a part of the Bid.
2. Costs of Interconnect Power Cables and cords, if any, should be indicated **against item 1(b)** relating to the cost of accessories in **Annexe 4.2.4 and in this Annexe 4.2.6**

**Annexe 4.2.9**

**DETAILS OF THE POST WARRANTY ANNUAL MAINTENANCE COSTS - RECURRING COSTS**

S.No.	Item Description	No. of Units	Unit Rate per Annum  (in Rupees)	Taxes per unit per annum  (in Rupees)	Total Unit Cost per Annum [(6)=(4)+(5)]  (in Rupees)	Total Cost per annum including Taxes (8)=(3)x(6) (in Rupees)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	Blade Server ( <b>Annexe 4.1.11</b> )					
2	Blade Chassis ( <b>Annexe 4.1.12</b> )					
3	Rack Server ( <b>Annexe 4.1.13</b> )					
4	IP-KVM Switch ( <b>Annexe 4.1.14</b> )					
5	Storage Media LTO 5 ( <b>Annexe 4.1.15</b> )					
6	Server Racks					
7	Network Racks					
8	Tera Pack Tray for Spectra Logic Tape Library– Tray for storing 10 LTO 5 tapes					
9	Cables and connectors					
10	Database Software MySql Latest Version on Linux with partitioning and HA Support for proposed Rack Servers.					
<b>Total Post Warranty Annual Maintenance Charges for One Year (X)</b>						
<b>Total Post Warranty Annual Maintenance Charges for Two Years (Y= 2 x X)</b>						

**TOTAL AMOUNT FOR TWO YEARS (Y) (IN RUPEES)** (in figures)-----  
 (in words)-----

- **Service Tax, Education Cess , Works Contract Tax etc, if applicable, should be shown separately**

**NOTE :** The Bidder shall submit an exact copy of this Annexe with prices blanked off alongwith the Technical Bid.

**Signature of witness**  
**Date**  
**Place**

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

**Annexe 4.2.10**

(Please See Clause 8 & 9 of "Instructions to Bidders)

**DETAILS OF COSTS FOR OPTIONAL ITEMS - ONE TIME NON-RECURRING COSTS**

S.No.	Item Description	Product/ Part No., if any (Please specify)	Quantity	Basic Unit Price (in Rs.)	Customs/ Excise Duty (in Rs.)	Sales Tax/ VAT (in Rs.)	Total Unit Cost (in Rs.)	Total Cost (in Rs.)
1	Additional DDR3, ECC Memory Module 8 GB (Qty: one) for offered Blade Servers		1					
2	Additional DDR3, ECC Memory Module 16 GB (Qty: one) for offered Blade Servers		1					
3	Additional DDR3, ECC Memory Module 32 GB (Qty: one) for offered Blade Servers		1					
4	Additional DDR3, ECC Memory Module 8 GB (Qty: one) for offered Rack Servers		1					
5	Additional DDR3, ECC DIMM Memory Module 16GB (Qty: one) for offered Rack Servers		1					
6	Additional DDR3, ECC DIMM Memory Module 32 GB (Qty: one) for offered Rack Servers		1					
7	Additional Internal Hot Swappable 300 GB SAS Disk, 10000 RPM for offered Blade Servers (Qty:one)		1					
<b>Total Cost of Optional Items</b>								

**TOTAL AMOUNT IN RUPEES** (in figures)-----  
 (in words)-----

**Signature of witness**  
**Date**  
**Place**

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

**NOTE :** The Bidder shall submit an exact copy of this Annexe with prices blanked off alongwith the Technical Bid.

**SECTION V – Scope of Work and Schedule of Requirements****Table of Contents**

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## 1. Scope of Work

- 1.1. The Unique Identification Authority of India (UIDAI) is inviting Bids for “**Supply, Installation and Commissioning of Servers, Networking Equipment and Accessories etc.**” for its Data Centre at Bengaluru and Disaster Recovery (DR) Data Centre at Greater Noida.
- 1.2. Immediately, after the receipt of letter of intent/purchase order, the selected Bidder shall have to visit the DC and DR Data Centres of UIDAI at Bengaluru and Greater Noida and coordinate with the Data Centre Service Providers (DCSPs) for finalising the layout and cabling plan which need to be followed by the DCSPs for providing the necessary inter-Rack cabling for the Racks. The selected Bidder shall get the aforesaid layout plan approved by the UIDAI before commencement of installation and commissioning of systems.
- 1.3. The scope of work for this Bid includes supply, installation, commissioning, configuration and integration of Hardware and Software alongwith associated peripherals and accessories.

## 2. Supply, Installation and Commissioning

### 2.1. Supply of Hardware and Software

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

S. No.	Description of Goods/Services	Quantity		
		B'lore	GNDC	Total
1	Blade Server ( <b>Annexe 4.1.11</b> )	620	352	972
2	Blade Chassis ( <b>Annexe 4.1.12</b> )	52	32	84
3	Rack Server ( <b>Annexe 4.1.13</b> )	28	10	38
4	IP-KVM Switch ( <b>Annexe 4.1.14</b> )	2	2	4
5	Media for LTO 5 ( <b>Annexe 4.1.16</b> )	5000	5000	10000
6	Server Racks for offered Servers ( <b>Please refer to Clause 8</b> )	32	22	54
7	Network Racks ( <b>Please refer to Clause 6</b> )	0	8	8
8	Tera Pack ( <b>Please refer to Clause 6</b> )	50	50	100
9	Cables and connectors	As required	As required	As required
10	Database Software MySQL Latest version on Linux with partitioning and HA support	10	10	20

I

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

### 2.2. Installation and Commissioning of Hardware and Software

The selected Bidder shall be responsible for Installation and Commissioning of Servers, Networking Equipment, Peripherals, Accessories etc. with Incidental Services in respect of above mentioned hardware and Software items including Configuration and Integration with the existing IT Infrastructure of UIDAI as also Migration and Relocation wherever required of the existing IT Infrastructure of UIDAI at the Data Centre, Bengaluru and Greater Noida in consultation with UIDAI. **The Bidder is also expected to co-operate with UIDAI in critical situations to provide services beyond the established scope of work.**

## 3. Schedule of Requirements

- 3.1. The Bidder shall be responsible to Supply, Install, Configure, Commission, Integrate and Maintain the Servers, Networking equipment etc along with associated Software, Peripherals, Accessories and also provide Services as mentioned in this Section. **The**

**Bidder should offer only one choice for each of the components / services proposed as part of this Bid failing which the Bid is liable to be rejected.**

3.2. The following is a list of categories of components that the Bidder is expected to provide as part of the scope of work of this Bid:

- Blade Servers and Blade Chassis
- Rack Servers
- IP-KVM Switches
- Media for LTO 5
- Server and Network Racks
- Tera Pack
- MySql Database
- Systems Integration and Support Services

Each of the above mentioned categories is elaborated in the **Clauses 4 through 8.**

3.3. The Bidder should ensure that all the peripherals, accessories, sub-components required for the functionality and completeness of the schedule of requirements, including but not limited to devices, equipment, accessories, patch cords (copper/fibre), cables, software, licenses, tools, etc. should also be provisioned according to the requirements for successful installation, integration and commissioning of systems.

3.4. UIDAI will not be responsible if the Bidder has not provisioned some components, sub-components, assemblies, sub-assemblies as part of bill of material in the bid. The Bidder will have to make all provisions to meet the schedule of requirements at no additional cost and time implications to UIDAI.

3.5. All the software licenses that the Bidder proposes should be **perpetual software licenses** along with maintenance, upgrades 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. The licensing policy should provide details on the charging mechanisms adopted, but the **Bidder should ensure that there are no commercial values / information provided in the document.**

3.6. The Bidder should ensure that there is a **24 x 7 comprehensive onsite support arrangement** during the **currency of the contract**. with all the OEM for respective components. The Bidder should ensure that all the OEMs have an understanding of the service levels required by UIDAI. The OEMs should provide an undertaking in this regard in the format provided in **Section VI, Appendix E.**

3.7. 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.

3.8. The Bidder should not propose any product that is likely to be declared end-of-support within the currency of contract. If, the OEM declares any of the product(s) end-of-support 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.

3.9. The specifications for all the components proposed as part of the Bid should be provided in accordance to the respective formats provided in Section IV. The Bidder should provide the specifications in the provided formats only. Providing incomplete information will not be acceptable. Generic specification sheets as a substitute will not be acceptable.



- 3.10. The Bidder should ensure that the equipment can be mounted into the industry standard racks provisioned by the UIDAI or by the Bidder. If the equipment proposed by the Bidder cannot be mounted into the racks provisioned, the racks for those equipments should be provisioned by the Bidder separately without any additional cost to the UIDAI.
- 3.11. **Bidder should offer latest and proven technologies** that are available for items including but not limited to Processor model with highest possible clock speed, I/O, Memory and Cache.
- 3.12. The Bidder is responsible for provisioning all the equipment along with associated peripherals, accessories, cables, sub-components etc.
- 3.13. Any additional components, sub-components, assemblies, sub-assemblies that **would be required to meet the desired performance requirements under “live” conditions will have to be provisioned by the Bidder at no additional cost to UIDAI and without any project delays.**
- 3.14. It is expected that the Bidder will provide hardware and software 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.
- 3.15. The Selected Bidder shall have to provide **minimum one hard and two soft copies** of all the manuals, documentation, including but not limited to, detailed operations manual, maintenance manual, administration manual, etc. for each and every equipment / component proposed as part of this Bid. The documentation shall be supplied for Installation, Maintenance, Servicing and operations of equipment / components.

#### **4. Servers**

##### **4.1. Blade Servers**

- 4.1.1. The Blade Servers will be mainly used for running the UIDAI Application, Biometric De-Duplication and Biometric Authentication services.
- 4.1.2. The processor should be fully binary compatible to 32-bit applications.
- 4.1.3. The Blade Servers should be based on 64-bit architecture **that is latest in respective product line**. The Server should have the capability of supporting 32-bit applications as well.
- 4.1.4. **The detailed specifications for the offered Blade Servers and Blade Chassis should be provided in accordance with format provided in Annex 4.1.11 and Annexe 4.1.12 respectively of Section IV.**

##### **4.2. Rack Servers**

- 4.2.1. The Rack Servers will be mainly used for Database of Biometric De-duplication, Authentication, Management and Administration etc.
- 4.2.2. The Rack Servers should be based on 64-bit architecture **that is latest in respective product line**. The Server should have the capability to supporting 32-bit applications as well.
- 4.2.3. The processor should be fully binary compatible to 32-bit applications.
- 4.2.4. **The detailed specifications for the offered Rack Servers should be provided in accordance with format provided in Annex 4.1.13 of Section IV.**

## 5. IP-KVM Switch

- 5.1. The Bidder should offer the IP-KVM Switch, alongwith associated accessories, cables and software as per specification provided in **Annex 4.1.14 of Section IV**.

## 6. Other Items

- 6.1. Besides above mentioned hardware items, the selected Bidder shall also be responsible to supply/install the required quantities of other items as mentioned in para 3.1 above, namely,
- (i) Storage Media LTO 5
  - (ii) Server Racks (**Please refer to Clause 9**)
  - (iii) Network Racks – 4 nos. of 4 post open racks and 4 nos. of 800 x 1200 mm network racks along with 8 heavy duty rack trays
  - (iv) Tera Pack Tray for Spectra Logic Tape Library– Tray for storing 10 LTO 5 tapes
  - (v) Cables and Connectors.

## 7. MySql Database

- 7.1. The Selected Bidder shall have to provide 20 (Twenty) Licenses (10 each for DC and DR) of Database Software MySql on Linux (64 bit with partitioning and HA support) alongwith Media. However, the UIDAI reserves the right to negotiate the price directly with the OEM/Principal.

## 8. Accessories

The selected Bidder shall have to supply industry standard **42 U** racks for the Servers offered. **Also, the Bidder shall have to load appropriate number of Chassis into the Racks keeping in mind an average load of 7 KVA per Rack.**

If the equipment proposed by the Bidder cannot be mounted into the racks provisioned by the Bidder, the racks for those equipments should be provisioned by the Bidder separately at no additional cost to the UIDAI.

The racks should preferably be of one of the following makes:

- APC
- Rittal
- APW President
- WQ
- Valrack

## 9. Services

### 9.1. Requirements and Objectives

- 9.1.1. The Bidder shall provide services for installation, commissioning, configuration, systems integration and other incidental services at DC, Bengaluru and DR Data Centre at Greater Noida.
- 9.1.2. The services, including but not limited to the following, should be provided
- (i) Prepare design document including Network components in consultation with UIDAI or its representative.
  - (ii) Planning and Scheduling for Installation and Commissioning as per approved design document.
  - (iii) Installation of new hardware, software and other equipment.

- (iv) De-installation and relocation of existing hardware, software and other infrastructure.
  - (v) Commissioning of all the new as well as relocated infrastructure
  - (vi) Configuration / re-configurations / tuning of all the installed equipment and software.
  - (vii) Systems Integration and testing of installed systems / subsystems / equipment / Software.
  - (viii) Maintenance and Support for the infrastructure provided.
- 9.1.3. 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, Rollout and Acceptance. Prior approval of UIDAI is required on all such documentation before commencement of activity.
- 9.1.4. The selected Bidder shall be responsible for the installation of the equipment supplied, commissioning of the infrastructure, integration of the infrastructure with network, installation of system software and other related software and assistance and coordination to/with other vendors/entities to ensure proper rollout of the application.
- 9.1.5. The selected Bidder shall document the baseline configurations for all equipment and get it approved from UIDAI prior to commencement of installation. The Bidder should develop and implement a system to maintain these configurations.
- 9.1.6. The installation and commissioning would be considered acceptable only after the conditions stipulated as under Clause 13 are completely met to the satisfaction of UIDAI.**
- 9.1.7. The selected Bidder shall be responsible for co-ordination with all the existing vendors of UIDAI, troubleshooting, addressing borderline issues, co-ordinating with users at UIDAI locations, to ensure successful rollout of the solution.
- 9.1.8. UIDAI shall provide necessary space and infrastructure (utilities, telephone lines, bandwidth, etc.). **However UIDAI shall not provide for any Desktops, Printers, Stationary, etc. required by the resources** for providing services under this contract.
- 9.1.9. 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.**
- 9.2. Installation, Commissioning and Systems Integration Services**
- 9.2.1. Installation and Commissioning for all Servers**
- (i) The selected Bidder, along with UIDAI and Data Center Service Provider (s) of UIDAI, shall undertake pre-installation planning at both the locations including but not limited to Rack planning, structured cabling, power points, check on utility services, environmental conditions, etc.
  - (ii) Delivery, Installation and commissioning of the hardware, software along with associated peripherals and accessories in the Data Center space provisioned by UIDAI at their DC and DR sites.
  - (iii) The plan and layout design for the placement of equipment in the provisioned Data Center is required to be carried out by the Bidder. The Bidder shall provide an elevation plan for each of the DC and DR Data Center for housing of the servers and other equipment.
  - (iv) The plan and layout design shall be developed in a manner so as to optimally and efficiently use the resources and facilities available or being provisioned at the respective Data Center viz. space, racks, power, air-conditioning, cabling, etc.

- (v) The selected Bidder shall co-ordinate with the Data Center provider and other vendors of UIDAI, wherever required, in order to prepare the plan and develop the layout design.
- (vi) The plan and design documents thus developed shall be submitted to UIDAI for approval and the acceptance should be obtained prior to commencement of installation.
- (vii) Carry out installation of equipment in accordance with plans and layout design as approved by the UIDAI
- (viii) Installation and configuration of the software including, but not limited to, Operating System (OS), System software etc. on the servers shall be the responsibility of the Bidder. The Bidder shall also tune the parameters for optimal performance of the OS.
- (ix) Undertake necessary changes to harden the OS to prevent against malicious and unwarranted attacks.
- (x) The selected Bidder shall provide assistance to the Application Vendor during installation of Database software. The tuning of appropriate parameters in this software to ensure optimal performance shall also be undertaken by the Bidder.

### **9.3. Technical Support**

- 9.3.1. The selected Bidder shall provide **comprehensive onsite support** to UIDAI at the DC and DR Data Centres of UIDAI on a 24 x 7 basis to ensure **99.5% uptime** for the infrastructure provided as part of this Bid.
- 9.3.2. Ensure that the entire solution as a whole is operational and run according to stipulated performance standards.
- 9.3.3. The selected Bidder along with all the associated OEMs shall commit to provide all necessary resources and expertise to resolve any issues and carry out required changes, optimizations and modification so that complete system as a whole works according to the specified requirements and satisfaction of UIDAI.
- 9.3.4. The selected Bidder shall provide comprehensive technical support services for all the software proposed for the entire period of the contract. The technical support shall include all the upgrades, updates and patches that are released by the respective OEMs during the period of contract.
- 9.3.5. The OEM of Servers shall assign onsite Hardware Support Engineers on a 24 x 7 basis at the DC and DR sites to diagnose, troubleshoot and resolve issues with the equipment / components supplied. The engineer should possess capability for supporting the equipment and components proposed, but not limited to undertaking preventive and break-fix maintenance, troubleshooting, resolving problems, tuning, etc.

### **9.4. Warranty**

- 9.4.1. The Bidder shall provide **comprehensive onsite warranty on a 24 x 7 basis** for a period of **36 (Thirty six) months** in respect of Servers and **12 (Twelve) months** in respect of all other Goods, after the Goods, or any portion thereof as the case may be, have been delivered (and commissioned) to the final destination indicated in the **contract and accepted** as part of scope of this Bid. **The warranty period shall commence from the date of acceptance of the entire system.**

## 9.5. Ongoing Maintenance and Support Services

- 9.5.1. The Bidder shall be responsible for tasks including but not limited to configuration and setting up of servers, IP-KVM Switches etc. The Bidder shall also be responsible for executing hardware and software updates when necessary. These services shall be provided at the time of installation and commissioning and thereafter on ongoing basis.
- 9.5.2. The selected Bidder shall provide support at the DC and DR Data Centres of UIDAI at Bengaluru and Greater Noida for the infrastructure provided by the Bidder.
- 9.5.3. The Bidder shall be responsible for periodic health check of the systems, troubleshooting problems, analysing and implementing rectification measures.

## 10. TIMELINES

### 15.1 Delivery Schedule

(i) **Racks**

**All Racks** should be delivered **within 4 (Four) weeks** from the date of issue of Purchase Order.

(ii) **Blade Servers**

It should be noted that the Blade Servers have to be delivered in two phases. Accordingly, **in Phase I delivery of 300 Blade Servers shall have to be made by the selected Bidder within 4 weeks from the date of receipt of the Purchase Order. The balance Blade Servers** shall have to be delivered **within 6 (Six) weeks** from the Date of issue of the Purchase Order.

(iii) All other items should be delivered **within 6 (Six) weeks** from the date of issue of the Purchase Order.

### 15.2 Implementation Schedule

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

## 11. Commissioning and Acceptance Tests

### 11.1. Commissioning of System

- 11.1.1. The selected Bidder shall describe in advance the tests and details of the process that will be adopted to demonstrate the correct working of the equipment supplied both individually and as an integrated system.
- 11.1.2. 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.
- 11.1.3. It shall be the responsibility of the selected Bidder to get pre-despatch inspection of the goods as part of factory tests and furnish necessary certificate to UIDAI certifying that the goods conform to the specifications in the proposed bill of material.
- 11.1.4. **Commissioning of the systems shall be considered to be complete only after the following conditions have been met successfully to the satisfaction of UIDAI.**
- (i) Successful completion of Factory Acceptance Tests and submission of reports to UIDAI.
- (ii) Delivery of **all the items** under the proposed bill of material at the designated locations of installation. Short shipment of goods will not be acceptable.

- (iii) Installation and Configuration of all the components including, but not limited to, hardware, software, devices, accessories, etc. to the satisfaction of UIDAI at Data Centre at Bengaluru and Disaster Recovery (DR) Data Centre at Greater Noida,.
- (iv) Successful testing of all components individually.
- (v) Integration of all the supplied hardware and software with the existing IT Infrastructure as per requirement of UIDAI.
- (vi) Successful testing of the integrated system with the existing IT Infrastructure of UIDAI..
- (vii) A clearance to commence the use of integrated system shall be provided by the selected Bidder to UIDAI.
- (viii) Successful completion of Commissioning would need to be certified by UIDAI.

## **11.2. Acceptance of System**

11.2.1. Acceptance schedules, detailed acceptance tests, formats for acceptance reports and dissemination mechanism for such reports shall be drawn by the Bidder in consultation with UIDAI.

**11.2.2. The Acceptance of the systems shall be provided by UIDAI only after the following conditions have been met successfully to the satisfaction of UIDAI.**

- (i) Successful operation of the systems for **30 working days** after complete integration and commissioning of the systems.
- (ii) Completion of all the documentation required as part of this Bid and as desired by UIDAI to the satisfaction of UIDAI.
- (iii) Installation and Configuration of all the components as per schedule of requirements including, but not limited to, hardware, software, devices, accessories, etc. to the satisfaction of UIDAI at Data Centre at Bengaluru and Disaster Recovery (DR) Data Centre at Greater Noida, and successful testing of all components.

**SECTION VI : APPENDICES****TABLE OF CONTENTS**

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**Appendix A****CONTRACT FORM**

**THIS AGREEMENT** made the \_\_\_\_\_ day of 2011 between the President of India acting through the **Director General, Unique Identification Authority of India (UIDAI)** (hereinafter "**the Purchaser**") of one part and (Name of the Vendor) (hereinafter "**the Vendor**") of the other part:

**WHEREAS** the **Purchaser** is desirous that certain Goods and Services should be provided by the Vendor, viz, "**Supply, Installation and Commissioning of Servers, Networking Equipment and Accessories etc.**" in the Data Centres of Unique Identification Authority of India in Bengaluru and Delhi/NCR, and has accepted a bid by the Vendor for the supply of those Goods and Services in the sum of (Contract Price in Words and Figures) (hereinafter "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - (a) The General Conditions of Contract;
  - (b) The following Appendices:
    - Appendix A:** Schedule of Requirements;
    - Appendix B:** Break-up of Costs of Goods/ Services
  - (c) Bid Document of Bid No. T-11011/56/2011-Tech regarding "**Supply, Installation and Commissioning of Servers, Networking Equipment and Accessories etc.**" in the Data Centres of Unique Identification Authority of India in Bengaluru and Greater Noida.
  - (e) Clarifications issued by the Purchaser.
  - (f) Pre-qualification, Technical and Commercial proposals submitted by the Vendor.
  - (g) Order No. \_\_\_\_\_ dated \_\_\_\_\_ placed on the Vendor.
  - (h) Acceptance of the order 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 defects therein in conformity in all respects with the provisions of the Contract.
4. The **Purchaser** hereby covenants to pay the **Vendor** in consideration of the provision of the Goods and Services 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.



Brief particulars of the goods and services which shall be supplied/provided by the Vendor are as under:

S.No.	Item Description	Unit of Measurement	No. of Units	Unit Rate (in Rupees)	Taxes (in Rupees)	Total Unit Cost [(7)=(5)+(6)] (in Rupees)	Total Cost including Taxes (8)=(4)x(7) (in Rupees)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

**TOTAL VALUE:**

**DELIVERY SCHEDULE :**

**DURATION OF THE CONTRACT:**

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

**Signed, Sealed and Delivered for & on behalf of M/s \_\_\_\_\_**

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

Signed

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

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

Date :

Place : **New Delhi**

Signed

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

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

Date :

Place : **New Delhi**

**Signed, Sealed and Delivered for & on behalf of M/s \_\_\_\_\_**

Signed

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

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

Date :

Place : **New Delhi**

**in the presence of :**

**in the presence of :**

Signed

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

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

Date :

Place : **New Delhi**

Signed

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

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

Date :

Place : **New Delhi**

## Appendix B

PROFORMA OF BANK GUARANTEE FOR  
CONTRACT PERFORMANCE GUARANTEE BOND

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

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

To

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

1. Against contract vide Advance Acceptance of the Bid No. T-11011/56/2011-Tech dated \_\_\_\_\_ covering "**Supply, Installation and Commissioning of Servers, Networking Equipment and Accessories etc.**" in the Data Centres of Unique Identification Authority of India in Bengaluru and Greater Noida (hereinafter called the said 'Contract') entered into between the **Unique Identification Authority of India (UIDAI)** (hereinafter called the "Purchaser") and \_\_\_\_\_ (hereinafter called the "Vendor") this is to certify that at the request of the Vendor we ----- Bank Ltd., are holding in trust in favour of the Purchaser, the amount of \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We \_\_\_\_\_ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Vendor i.e till \_\_\_\_\_ (viz the date upto 36 months after the date of successful commissioning and acceptance of the system by the Purchaser) hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

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

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

Date \_\_\_\_\_

Place \_\_\_\_\_

Witness \_\_\_\_\_

Signature \_\_\_\_\_

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

**(Bank's common seal)**

**Appendix C**

**BID SECURITY FORM**

Whereas ----- (hereinafter called 'the Bidder') has submitted its bids dated ----- for "**Supply, Installation and Commissioning of Servers, Networking Equipment and Accessories etc.**" in the Data Centres of Unique Identification Authority of India in Bengaluru and Greater Noida (hereinafter called "the Bid").

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

THE CONDITIONS of this obligation are:

1. If the Bidder, having 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 the Common Seal of the said Bank this -----day of -----2011.

-----  
(Authorised Signatory of the Bank)

**Appendix D**

**Bidder's Profile**

**A. General Information:**

- i) Location of Corporate Head Quarters:
- ii) Date and Country of Incorporation:
- iii) Manufacturing facility(ies) Location & Size:
- iv) Service facility(ies) Location:
  - (a) No. in India
  - (b) Average value of inventory of spares per service location.
- v) Technical Collaborators (if any)
- vi) Turnover
  - (a) Average turnover for last three years.
  - (b) Product-wise turnover for last three years.
- vii) Geographical Distribution of the Vendor :  
(offices, locations to be specified with their respective staff strength).
- viii) Total number of similar installations:
  - (a) World-wide (excluding India)
  - (b) In India
- ix) Total number of installations of the product model quoted / year of announcement:
  - (a) World-wide (excluding India)
  - (b) In India
- x) Number of Employees:
  - (a) Total Number
  - (b) Manufacturing
  - (c) R & D (if any)
  - (d) Hardware maintenance
  - (e) Software
- xi) Representation in India (only if the bidder is a company not incorporated in India):
  - (a) Through affiliate / subsidiary / Authorised representative.
  - (b) Points (i) to (viii) and (xi) to be given for the affiliate / subsidiary / authorised representative (if any).

**B. Similar Reference Sites**

S.No.	Customer Name and Address	Contact Person's Name, Designation, Phone/Fax Nos.	Name of Item supplied/ date of Supply	No. of units supplied

## Appendix E

**Statement of Undertaking From OEM**

To

The Director General,  
Unique Identification Authority of India  
3<sup>rd</sup> Floor, Tower II,  
Jeewan Bharati Building,  
Connaught Place,  
New Delhi – 110 001.

Sir,

**Sub :** Statement of Undertaking from OEM

**Ref :** Bid No. T-11011/56/2011-Tech covering “Supply, Installation and Commissioning of Servers, Networking Equipment and Accessories etc.” in the Data Centres of Unique Identification Authority of India in Bengaluru and Greater Noida.

We, the undersigned OEM, having read and examined in detail all the bidding documents in respect of the above mentioned **Bid No. T-11011/56/2011-Tech**, 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 hereby confirm that we would treat UIDAI as a preferred customer and that resolution of all problems and issues reported to us in fulfilment of the abovementioned 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 7 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 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. We hereby confirm that our partner M/s \_\_\_\_\_ (the Bidder for this Bid) possess the necessary capability and training required to support our product(s).
6. We hereby agree to abide by the General Terms & Conditions of this Bid being accepted by our partner M/s \_\_\_\_\_ (the Bidder for this Bid) with UIDAI. We further agree to provision the required critical spares/components at the designated sites of UIDAI for meeting the uptime commitment.

7. In case of any dissatisfaction or default on part of our partner M/s \_\_\_\_\_ (the Bidder for this Bid) in providing the level of support desired by UIDAI, we agree to extend the support required to meet the commitments made by our partner without any financial liability to UIDAI.
8. In case of any change in our arrangement or terms of agreement with our partner M/s \_\_\_\_\_ (the Bidder for this Bid) for providing product support, we agree to maintain the level of support as desired by UIDAI and as committed by our partner under the abovementioned Bid, without any financial liability to UIDAI.
9. 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.
10. 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.
11. We also confirm that in the event of UIDAI deciding, at any time during the term of contract under this Bid, to re-locate the product(s) / setup, we will provide necessary assistance to UIDAI to relocate the Equipment 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)

**Authorised Signatory**

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

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

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

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

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

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

<b>Sr. No.</b>	<b>City</b>	<b>Address</b>	<b>Name of the Contact Person</b>
1	Bengaluru	UIDAI Data Centre, Bharti Airtel Limited, 111 - 112, EPIP Area, Road No. 7, Opposite SJR Park, Whitefield, Bengaluru – 560 066	Shri Rajendra Kumar, Assistant Director General,  Cell No. : 09591988082
2	Greater Noida	UIDAI Data Centre M/s Wipro Limited (Unit-I) Wipro Special Economic Zone, Plot No. 2,3,4, Knowledge Park(IV), Greater Noida (UP)- 201306	Ms. Amutha Arunachalam, Assistant Director General,  Cell No. : 09871227558