

**RFP for Selection of Vendor for Supply of i-PAD in UIDAI HQ Delhi.**

**Request for Proposal (Limited Tender Enquiry) for  
Supply of i-PAD at UIDAI HQ Delhi**

**RFP NO: HQ-11017/4/2020-ADMIN-HQ**

**Dated: 27.04.2021**

UIDAI HQ Building,  
4<sup>th</sup> Floor, Bangla Sahib Road  
Behind Kali Mandir, Gole Market  
New Delhi – 110001

Tel: 011-23478556, Email: [ved.tyagi@uidai.net.in](mailto:ved.tyagi@uidai.net.in)

**RFP for Selection of Vendor for Supply of i-PAD in UIDAI HQ Delhi.**

**Unique Identification Authority of India (HQ)  
Ministry of Electronics & Information Technology (MeitY)  
Government of India,  
New Delhi**

Dated: 04.05.2021

**Notice Inviting Tender: F. No. HQ-11017/4/2020**

**NOTICE INVITING OPEN TENDER ENQUIRY THROUGH E-PROCUREMENT**

The Unique Identification Authority of India (UIDAI), Ministry of Electronics and Information Technology, Government of India invites online bids for procurement of Laptops through **Limited Tender Enquiry (LTE)**. The bid will be valid for a minimum period of 90 days from the date of opening (**12.05.2021**). The bid will be for a definite period and will not amount to any kind of employment obligation on the part of UIDAI.

2. Detailed Scope of Work expected from the agencies has been provided in the Request for Proposal (RFP) document which may be downloaded from UIDAI Website: <https://uidai.gov.in> and CPPP <https://eprocure.gov.in/eprocure/app>. Important details are as under:-

| <u><b>CRITICAL DATE SHEET</b></u>  |                             |             |
|--|-----------------------------|-------------|
| Published Date   | 04/05/2021                  | at 1600 hrs |
| Bid Submission Start Date  | 05/05/2021                  | at 0900 hrs |
| Bid Submission End Date  | 11/05/2021                  | at 1500 hrs |
| Technical Bid Opening Date   | 12/05/2021                  | at 1500 hrs |
| Financial Bid Opening Date   | Will be communicated later. |             |
| <b>Note:</b> The UIDAI shall not be responsible for delay in online submission of the bid, whatsoever may be the reasons. Also, ensure delivery of the financial instruments (Tender Fee) to UIDAI on or before the date and time of bid submission. |                             |             |

3. Bids shall be submitted online **only** at CPPP website: <https://eprocure.gov.in/eprocure/app>.

--Sd-  
(VP Tyagi)  
Deputy Director (Admin)  
UIDAI HQ, Delhi

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**CHECK LIST**

As a part of Online bidding, please check whether the followings have been enclosed/uploaded in the respective packets, namely, Packet – 1 (**Technical Bid**) and Packet - 2 (**Financial Bid**).

| S.N    | Description   |
|--------|---|
| (i)    | <b>Bid Security Declaration. (Annexure E)</b>   |
| (ii)   | The bidder may be a Proprietary firm/Partnership firm/ Limited company/ Agency/ Corporate body legally constituted. |
| (iii)  | The bidder should have a valid evidence of registered Main/Branch office in NCR of Delhi.                           |
| (iv)   | The bidder shall submit an undertaking for non-black listing on letterhead as per ( <b>Annexure B</b> )             |
| (v)    | The bidder should have:<br>a. Copy of valid registrations of GST<br>b. Copy of PAN<br>c. Copy of Bank Account.      |
| (vi)   | Certificate in compliance to MoF OM dated 23.7.2020 and 8.2.2021: ( <b>Annexure F</b> )                             |
| (vii)  | OEM Authorization Letter  |
| (viii) | Annual Report   |

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**SECTION-I**

**1. SCOPE OF WORK:-**

1.1. Objective:

The purpose of this document is to lay down the scope of work for the procurement of 10 (Ten) i-PADs with for the UIDAI HQ Building, New Delhi.

1.2. Schedule of requirement:

i-PADs as per specifications detailed below:-

| Major Specifications of the Product |   |   |
|-------------------------------------|---|---|
| 1                                   | OS                                      | iPadOS 14   |
| 2                                   | Display Size                            | 10.2 inch   |
| 3                                   | Storage Capacity                        | 128GB   |
| 4                                   | Wi-Fi and Cellular                      | One with Wi-Fi and Cellular, Nine with Wi-Fi only |
| 5                                   | On site OEM Warranty (Battery and iPad) | 3 years   |
| 6                                   | Chip                                    | A12   |

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**SECTION –II**

**Instruction to Bidders**

2. This online invitation is for “Procurement of 10 (Ten) i-PADs” for **Unique Identification Authority of India, Headquarter Building, located at Bangla Sahib Road, behind Kali Mandir, New Delhi.**

2.1 Bidder(s) are advised to study the Bid document carefully and it should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 2.5**. Bid documents may be scanned with 100 dpi with black and white option, which helps in reducing size of the scanned document. **Manual bids shall not be accepted.**

2.2 Bidder(s) who have downloaded the tender from the UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and bidder(s) is liable to be banned from doing business with UIDAI.

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

2.4 All Bids must be accompanied by Bid Security Declaration as per Annexure “E”.

**2.5 Schedule for Invitation to Bid:**

a. Name of the Purchaser:

**The CEO,  
Unique Identification Authority of India,  
Ministry of Electronics & Information Technology, Govt. of India (GoI),  
Bangla Sahib Road, Behind Kali Mandir,  
Near Gole Market, New Delhi-110001**

b. Addressee and Address of the Contact Person for any clarification :

**Mr. V.P. Tyagi  
Deputy Director (Admin),  
4<sup>th</sup> Floor, UIDAI, HQ, Ministry of Electronics & Information Technology,  
Govt. of India (GoI),  
Bangla Sahib Road, Behind Kali Mandir,  
Near Gole Market, New Delhi-110001**

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- c. Queries should be submitted via E-mail at [ved.tyagi@uidai.net.in](mailto:ved.tyagi@uidai.net.in) and followed by paper copy through post.

**d. Important Dates:**

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

| <u><b>CRITICAL DATE SHEET</b></u>  |                             |             |
|--|-----------------------------|-------------|
| Published Date   | 04/05/2021                  | at 1600 hrs |
| Bid Submission Start Date  | 05/05/2021                  | at 0900 hrs |
| Bid Submission End Date  | 11/05/2021                  | at 1500 hrs |
| Technical Bid Opening Date   | 12/05/2021                  | at 1500 hrs |
| Financial Bid Opening Date   | Will be communicated later. |             |
| <b>Note:</b> The UIDAI shall not be responsible for delay in online submission of the bid, whatsoever may be the reasons. Also, ensure delivery of the financial instruments (Tender Fee) to UIDAI on or before the date and time of bid submission. |                             |             |

**2.6 Preparation of bids**

- 2.8.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2.8.2 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**2.7 Submission of bids**

- 2.9.1 Bidder should login to the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2.9.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 2.9.3 Bidder has to select the payment option as “offline” to pay the tender fee as applicable and enter details of the financial instrument.
- 2.9.4 **EMD is exempted till 31.12.2021, as per order of Ministry of Finance, Deptt. Of Expenditure vide order no. No. F.9/4/2020-PPD dated 12.11.2020.**
- 2.9.5 Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.

**Comment [m1]:** FW please check the details including date.

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Bidders are required to download the BoQ file, open it and complete the **Blue coloured (unprotected) cells** with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 2.9.6 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
  - 2.9.7 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  - 2.9.8 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
  - 2.9.9 Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 2.8 Assistance to bidders**
- 2.10.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
  - 2.10.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.



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**SECTION –III**

**Invitation of Bid**

**3. Online Bids Submission Process**

- 3.1 Tender document fee is exempted as per rule 161 (iv) of GFR, 2017.
- 3.2 The tender shall be submitted Online (complete in all respect) must be uploaded in two packets i.e. Two Bid system (**Technical bid and Financial bid**), and bidder must follow the procedure as detailed in the Clause 2.6 to 2.8.
- 3.3 The interest bidder/s shall upload their bids (complete in all respect) on <https://eprocure.gov.in/eprocure/app> in two packets i.e. Two bids (technical bid and financial bid) system.
- 3.4 The bid shall be submitted online in Packet-1 and Packet -2 detailed as under:-
- a. Packet 1:- (Technical Bid)** (in \*.PDF format)
    - Bid Security Declaration
    - All Requisite Documents as per bid.
  - b. Packet 2:- (Financial Bid)** (in \*.xls format):
    - Schedule of price bid in the form of BOQ\_iPADHQ.xls
- 3.5 All the documents being submitted must be sequentially numbered irrespective of nature of content of the documents before uploading. All the files should be in \*.PDF format except for the BoQ which should be \*.xls format.
- 3.6 **Bid Security**
- 3.6.1 The Bidder shall furnish bid security declaration as per Annexure “E” without which, the bid will be rejected by the UIDAI as non-responsive.
- 3.7 **Period of Validity of Bids**
- 3.7.1 Bids shall remain valid for 90 days from the last date of bid submission prescribed by UIDAI. A bid valid for a shorter period may be rejected by UIDAI as non-responsive.
- 3.7.2 All supporting/relevant documents/evidences being submitted must be legible and sequentially numbered as per the checklist irrespective of the nature of content.
- 3.7.3 Conditional bid would be treated as unresponsive and no representation shall be entertained on this account.
- 3.8 **Bid Rejection:**
- 3.8.1 If the valid and Original instruments (Tender Fee) do not reach to Deputy Director (Admin), 4<sup>th</sup> Floor, “Aadhaar”, UIDAI HQ Building, Bangla Sahib

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Road Gole Market New Delhi-110001 on or before the bid-opening schedule i.e. date & time.

- 3.8.2 Tenders not accompanying required information and documents are liable to be rejected.
- 3.8.3 In case, the Bidder has not met the eligibility criteria.
- 3.8.4 Conditional offers, if any, will be summarily rejected
- 3.8.5 Canvassing in any form.

**3.9 Opening & Evaluation of Bid:**

- 3.9.1 Online bids (complete in all respect) will be opened as per schedule mentioned in the Clause 2.5 (d). The Bids received without Bid Security Declaration will be rejected straight away.
- 3.9.2 A duly constituted committee will open the bids as per schedule and the Technical evaluation will be carried out only for those bidders who qualify the pre-qualification criteria.
- 3.9.3 The Bidder may be a proprietary firm/ Partnership firm/ Agency/ Limited Company/ Corporate body legally constituted and must possess the valid Registration of GST.
- 3.9.4 The bidder should have a registered Main/Branch office in NCR of Delhi. Supporting proof thereof should also be attached.
- 3.9.5 The bidder shall submit an **undertaking for non-black listing/not indulging in criminal activities** on letterhead as per **Annexure 'B'**.
- 3.9.6 The bidder shall have the following Registration certificates:
  - a. GST Registration.
  - b. Copy of PAN/TAN & Bank Account.

**3.10 Technical Evaluation of Bids:**

- 3.10.1 The bidders possessing all the requisite qualifications as spelt out in the Bid Document would be considered for Technical Evaluation. Any time during the process of evaluation, the UIDAI may seek specific clarifications from any or all the Bidders.
- 3.10.2 Technical Bids will be opened as per the date and time mentioned in the Critical date sheet. A Committee duly constituted by Competent Authority will subsequently carry out a detailed analysis. If required, the UIDAI may seek specific clarifications from any or all Bidder(s) at this stage. The technical evaluation criteria are as under:

**3.11 Financial Evaluation:**

- 3.11.1 The Financial bids of only those bidders will be opened who will qualify technically.
- 3.11.2 Evaluation of the bid will be online and offline both, and comments of the offline committee will be uploaded as per the online process.

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

The UIDAI, may at any time, by a written order, in pursuant to Clause 4.2, may change within the general scope of the Contract.

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**3.13 UIDAI's Right to Accept Any Bid and to Reject Any or All Bids:**

**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.**

**3.14 Notification of Award:**

- 3.14.1 Prior to expiry of the bid validity, UIDAI will notify the successful Bidder in writing by registered letter or by fax or email and the successful bidder shall accept the same in writing by regd. Letter /email within 07 days of the receipt.
- 3.14.2 The notification of award will constitute the formation of the Contract.

## **SECTION-IV**

### **General Terms & Conditions**

#### **4. GENERAL TERMS & CONDITIONS**

- 4.1 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) as available on the GeM portal (unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable.
- 4.2 Compliance to Rule 144 (xi), GFR 2017: In case a bidder has proposed to supply finished goods procured directly / indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority, specified in Annex I. of OM: F. No. 6/18/2019-PPD issued by MoF, Department of Expenditure on dated 23.7.2020 and clarified vide OM F.18/37/2020-PPD dated 8.2.2021. Certificate regarding compliance 12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.
- 4.3 Preference to Make in India: As per notification of MeitY circulated vide letter no. F.No. 33(1) /2017-IPHWdated: 14/09/2017, the minimum local content should be 40 percent to qualify as local or domestic manufacturer. Exemption will be provisioned as per clause 4 of the said OM.
- 4.4 **OEM authorization:** Bidder should submit OEM authorization letter along with BID documents.
- 4.5 **Terms of delivery:** Free Delivery at Site including loading/unloading. In respect of items requiring installation and / or commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), and the cost of the same is also included in the Contract price.
- 4.6 **Delivery period:** The Delivery Period/Time shall be essence of the Contract and delivery must be completed within 30 (thirty) days not later than such date(s). Any modification thereto shall be mutually agreed and incorporated in the Contract as per the provisions of the GTC.
- 4.7 **Performance Security:** If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.
- 4.8 **Taxes and Duties:** Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.
- 4.9 **Octroi Duty and / or other local taxes:** Contract Prices are all inclusive hence no

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reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

- 4.10 **Limitation of Liability:** The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.
- 4.11 **Resolution of disputes:** The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.
- 4.12 **Liquidated Damages:** If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.
- 4.13 In case of any damage/fault in warranty period, the bidder/OEM has to install the new hard disk of the laptop free of cost and the faulty hard disk will not be returned back due to information security reasons.
- 4.14 **Additional terms and conditions**
  - 4.14.1 **Scope of supply (Bid Price to include all cost components):** only supply of goods.
  - 4.14.2 **Bidder Turn Over criteria:** The minimum average annual financial turnover of the bidder during last three year, ending on 31<sup>st</sup> march of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified audited balance sheets of the relevant periods or a certificate from a Chartered Accountant/Cost Accountant indicating the turn over details for the relevant period shall be uploaded with the bid. In case, the date of constitution/incorporation of the bidder is less than three year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into the account for this criterion.
  - 4.14.3 **OEM Turnover Criteria:** The minimum average financial average turnover of the OEM of the offered product during the last three years, ending on 31<sup>st</sup> March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified audited balance sheets of the relevant periods or a certificate from the Chartered Accountant/Cost Accountant indicating the turn over details for the relevant period shall be uploaded with the bid. In case, the date of constitution/incorporation of the bidder is less than three year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into the account for this criterion. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
  - 4.14.4 **Imported Products:** In case of imported products, OEM or authorized seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.
  - 4.14.5 Dedicated/Toll Free telephone no. for Service Support: Bidder/OEM must have Dedicated/Toll Free telephone no. for Service Support.
  - 4.14.6 Escalation matrix for service support: Bidder/OEM must provide Escalation

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matrix of telephone numbers for service support.

- 4.14.7 Availability of Service Centers: Bidder/OEM must have a functional service centre in the state of each consignee's location in case of carry-in warranty (Not applicable in case of goods having on-site warranty). If service centre is not already there at the time of bidding successful bidder/OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having functional service centre.
- 4.15 Any dispute between the Parties arising out or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to arbitration under the Arbitration and Conciliation (Amendment) Act, 2015 to be decided by a sole arbitrator. The authority to appoint the arbitrator(s) shall be the International Centre for Alternate Dispute Resolution. The International Centre for Alternate Dispute Resolution will provide administrative services in accordance with the Arbitration and Conciliation (Amendment) Act, 2015 and the parties shall consent to the same.
- 10) the arbitration proceedings shall be held at New Delhi, India and language used in this proceedings shall be English.
- (b) The decision of Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties.
- © The decision to continue performance of their respective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings.
- (d) the parties shall use their best endeavours to procure that the decision of the arbitrator is given within a period of six months or as early as is possible after it has been demanded.
- (e) The courts in New Delhi, India shall have exclusive jurisdiction in relation to this contract including this clause.
- (f) All fees pertaining to arbitration proceedings shall be borne by the parties equally.
- (g) all other costs incurred by the parties shall be borne by the respective parties.
- 4.16 Any violation of instructions /agreement or suppression of facts will attract cancellation of agreement without any reference.

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**SECTION-V**

**Special Terms & Conditions**

The Bidder is required to give confirmation to their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful bidder as selected by the UIDAI. Failure to do so may result in rejection of Bid submitted by the bidder.

5.1 **Option Clause:** The contract will have option clause, wherein UIDAI may exercise an option to procure an additional up to 30% of the original contract value in accordance with the same terms and conditions of the present contract. This will be applicable within the currency of the contract. The bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely in the discretion of the UIDAI to place the repeat or not.

5.2 **Payment Terms:**

5.2.1 It will be mandatory for the bidders to indicate their GST number, bank account number and IFSC and other relevant e-payment details so that payments could be made through ECS/NEFT/RTGS mechanism instead of payment through cheques.

5.2.2 TDS as applicable shall be deducted from the monthly bills.

5.3 **Advance Payment:** No advance payment shall be entertained.

5.4 **Paying Authority:**

The bidder shall submit original ink signed bill cum invoice to Deputy Director (Admin) for payment.

5.5 **Force Majeure Clause :**

5.5.1 Notwithstanding the provisions of tender, the Supplier shall not be liable for forfeiture of its performance security, penalties or termination for default, if and to the Tender document for a procurement of 05 laptops at UIDAI, HQ 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.

5.5.2 For purpose of this clause, "Force majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes, currency restrictions, insurrection and civil commotion, acts of terrorism etc. Whether a "Force majeure" situation exists or not, shall be decided by UIDAI, HQ and its decision shall be final and binding on the Supplier and all other concerned.

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5.5.3 In the event that the Supplier is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond 07 Days, UIDAI HQ has the right to terminate the contract in which case, the contractual guarantees and warranties shall be refunded to him.

5.5.4 If a force majeure situation arises, the Supplier shall notify UIDAI, HQ in writing promptly, not later than 2 days from the date such situation arises. The Supplier shall notify UIDAI, HQ not later than 2 days of cessation of force majeure conditions. After examining the cases, UIDAI HQ shall decide and grant suitable additional time for the completion of the Work, if required.

**5.6 Law governing the Contract:**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India. The parties to the contract shall be governed at all times by the provisions of Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the regulations framed there under as amended from time to time. Notwithstanding anything contained therein, if the parties contravene any provisions of Aadhaar Act, 2016 and the regulations framed there under, as applicable to the services rendered under this Contract, they shall be liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this contract.

5.7 **Confidentiality:** The Supplier shall be bound by the Aadhaar Act 2016, Regulations and Guidelines framed thereunder (subsequent amendments), as applicable to the services rendered under this Agreement. Any contravention thereof shall attract penal provisions as per the Aadhaar Act 2016, Regulation and Guidelines framed thereunder and subsequent amendments.

**5.8 Notification Limits for Claims:**

UIDAI shall notify the Supplier of any claim arising from the Services in reasonable detail and in writing within sixty (60) days on which UIDAI became aware (or should reasonably have become aware ) of the occurrence giving rise to the claim.



**RFP for Selection of Vendor for Supply of i-PAD in UIDAI HQ Delhi.**

**“Annexure A”**

**PROFORMA FOR TECHNICAL BID**

| Sl. No. | Particulars  | Remarks<br>(Document Enclosed at Page Number) |
|---------|--|---|
| 1.      | Name of Bidder   |   |
| 2.      | Address of the Bidder  |   |
| 3.      | Proprietary firm/Partnership firm/ Limited company/ Agency/ Corporate body legally constituted |   |
| 4.      | Name of the Company  |   |
| 5.      | Address of the Company   |   |
| 6.      | Name and address of the officer to whom all references shall be made regarding this bid        |   |
|         | a) Land line Telephone No.-  |   |
|         | b) Mobile No. -  |   |
|         | c) Fax No.-  |   |
|         | d) E-mail -  |   |
| 7.      | Certificate in compliance to MoF OM dated 23.7.2020 and 8.3.2021:                              |   |
| 8.      | OEM Authorization Letter:  |   |
| 9.      | Copy of Pan Card:  |   |
| 10.     | GST registration No:   |   |
| 11.     | Bank Account Details:  |   |

Note: - 1. Upload all the documents /evidences in support of above.

**RFP for Selection of Vendor for Supply of i-PAD in UIDAI HQ Delhi.**

**Annexure 'B'**

(On letter-head of firm)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that I/We have understood all the terms & conditions of the tender and abides by it. Further, I/We declare;

- a) that no criminal case is pending with the Police against the Proprietor/Firm/Partner/Company/Agency and the firm has not been blacklisted by any Agency/Govt. Department/PSU/Banks etc;
- b) that UIDAI HQ building site has been visited and understood all the requirements and abide by
- c) that none of my relatives is directly or indirectly associated with UIDAI.

Name & signature of Proprietor/authorized signatory

**RFP for Selection of Vendor for Supply of i-PAD in UIDAI HQ Delhi.**

**PROFORMA FOR FINANCIAL BID**

**Annexure 'C'**

| Sl. No.                 | Item Description     | Item Code / Make     | Quantity | Units | BASIC RATE of One Item In Figures To be entered by the Bidder in Rs. P | GST Amount % in INR<br>Rs. P | Total Amount Without Taxes<br>Rs. P | Total Amount With All Taxes in<br>Rs. P | Total Amount In Words |
|-------------------------|----------------------|----------------------|----------|-------|--|------------------------------|-------------------------------------|---|-----------------------|
| 1                       | 2                    | 3                    | 4        | 5     | 7  | 9                            | 13                                  | 14                                      | 15                    |
| 1                       | IT Gadget            |                      |          |       |  |                              |                                     |   |                       |
| 1.01                    | iPad (Wifi+Cellular) | iPad (Wifi+Cellular) | 1        | Nos   |  |                              | 0.00                                | 0.00                                    | INR Zero Only         |
| 1.02                    | Ipap (Wifi only)     | Ipap (Wifi only)     | 9        | Nos   |  |                              |                                     |   |                       |
| <b>Total in Figures</b> |                      |                      |          |       |  |                              | 0.00                                | 0.00                                    | INR Zero Only         |

Note:

1. Rates shall be quoted in **BOQ\_iPADHQ.xls**.

**RFP for Selection of Vendor for Supply of i-PAD in UIDAI HQ Delhi.**

**Annexure 'E'**

**BID SECURITY DECLARATION**

(The Bidder shall fill in this Form in accordance with the instructions indicated on its letterhead)

Dated :

To

Dy. Director (Admin),  
4<sup>th</sup> Floor, UIDAI Headquarter Building,  
Bangla Sahib Road, Behind Kali Mandir,  
Near Gole Market, New Delhi-110001

Ref: Tender document No. \_\_\_\_dated\_\_\_\_\_

Sir/Madam,

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bid must be supported by a Bid Security Declaration.

I/ We accept that I/We may be disqualified from bidding for any contract with UIDAI for a period of 3 years from the date of opening of Bid, if I/We are in a breach of any obligation(s) under the bid conditions, because I/We:

- 1) Have withdrawn/modified/amended, impairs or derogates from the tender; or
- 2) After having been notified of the acceptance of our bid by the Competent Authority within the period of bid validity:
  - (i) Fail or refuse to furnish a Performance Security in accordance with the Conditions of the Tender Document of Tender No.....
  - OR**
  - (ii) Fail or withdraw or refuse to sign the contract

I/We understand that this Bid-Security Declaration shall cease to be valid, if contract is not awarded to us, upon:

- a) Our receipt of your notification to us of the name of the successful bidder or
- b) Twenty –eight days after the expiration of the validity of our Bid or any extension to it.

We are submitting this Bid Security Declaration in the name of M/s.....Dated on \_\_\_\_\_day of \_\_\_\_\_

For and on behalf of M/s. \_\_\_\_\_

Address:

Signature

Name

In the capacity of

**DULY AUTHORISED TO SIGN THE BID**

**RFP for Selection of Vendor for Supply of i-PAD in UIDAI HQ Delhi.**

**Annexure 'F'**

Certificate in Compliance to Rule 144 (xi), GFR 2017 as per MoF OM dated 23.7.2020 and 8.2.2021

(The Bidder shall fill in this Form in accordance with the instructions indicated on its letterhead)

Dated :

To

Dy. Director (Admin),  
4<sup>th</sup> Floor, UIDAI Headquarter Building,  
Bangla Sahib Road, Behind Kali Mandir,  
Near Gole Market, New Delhi-110001

Ref: Tender document No. \_\_\_\_dated\_\_\_\_\_

Sir/Madam,

I/We, the undersigned, declare that:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement.

For and on behalf of M/s. \_\_\_\_\_

Address:

Signature

Name

In the capacity of

DULY AUTHORISED TO SIGN THE BID