



## TABLE OF CONTENTS

<b>TITLE</b>	<b>SECTION NUMBER</b>	<b>PAGE Nos</b>
Request of Proposal	Section I	3
Instructions to Bidders	Section II	5
Term of reference details	Section III	7
Techno-commercial conditions	Section IV	13
Annexure to the terms of reference	Section V	23



## **SECTION – I**

### **Request for Proposal (RFP)**

**(Reference Number: No: 4(4)/56/41/2010-UIDAI)**

Unique Identification Authority of India, invites proposals from reputed Management Consulting Firms for executing UIDAI Business Strategy Review & Organization Design project. The Project is divided into two phases. The consultancy firms should submit proposal for both. The bidders are requested to submit their proposal in three sealed envelopes. First Envelope superscribed as "Pre qualification papers" will contain EMD & Prequalification papers. Second envelope superscribed as "Techno-commercial Bid" will have documents detailed in techno-commercial condition. The third envelope superscribed as "Price Bid" will contain financial bid. All three of these envelopes and the earnest money (details as per section IV, point 9 of techno-commercial conditions) shall be put in another envelope duly sealed and superscribed as "Proposal for Business Strategy Review and Organization Design of UIDAI (Phase I and Phase II)".

The following table provides a quick overview of the key activities and important dates about this tender.

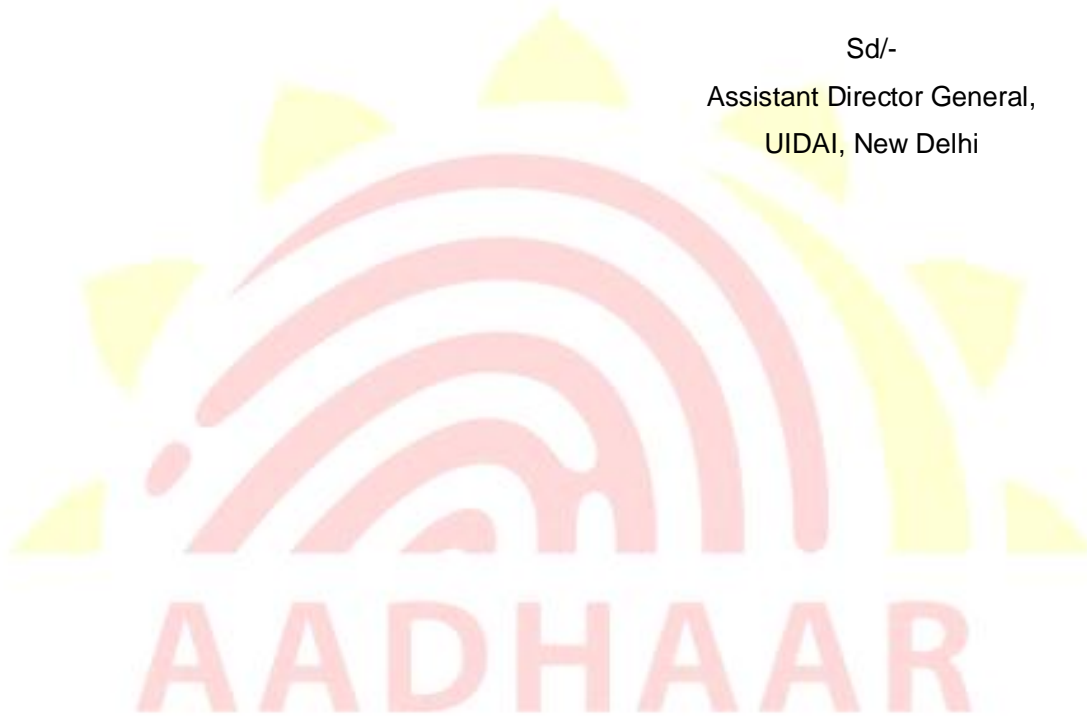
<b>S.No</b>	<b>Particular</b>	<b>Details</b>
1	Tender Reference	No: 4(4)/56/41/2010-UIDAI
2	Tender issuing Authority	Unique Identification Authority of India, New Delhi
3	Name of the Project	Hiring of Consultant for Business Strategy review & Organization Design
4	Cost of the RFP document	Rs 5,000/
5	Earnest Money Deposit	Rs 10,00,000/
6	Date of commencement of issue of RFP document	4 <sup>th</sup> July 2011
7	Last date and time of submission of queries through e-mail	13 <sup>th</sup> July 2011 (till 1300 Hours)
8	Pre-bid Conference	19 <sup>th</sup> July 2011 (1100 Hours at UIDAI Headquarters, New Delhi)
9	Date of issue of clarifications	25 <sup>th</sup> July 2011
10	Last date & Time For submission of Bids	12 <sup>th</sup> August, 2011 (till 1500 hours)
11	Date of opening of Pre qualification bids	12 <sup>th</sup> August, 2011, 1530 Hours
12	Pre bid paper evaluation ends	24 <sup>th</sup> August, 2011
13	Bid presentation start	30 <sup>th</sup> August, 2011
14	Bid presentation ends	2 <sup>nd</sup> September, 2011
15	Declaration of Technical evaluation	9 <sup>th</sup> September, 2011

16	Opening of Commercial Bids	13 <sup>th</sup> September, 2011
17	Date of award for phase 1 and phase 2	26 <sup>th</sup> September, 2011
18	Address of Communication/Purchase of Tender document/Submission of Proposals	The Assistant Director General, Unique Identification Authority of India (UIDAI) Tower 2, Third Floor, Jeevan Bharti Building, Connaught Circus, New Delhi- 110001
19	E-mail Id	<a href="mailto:Strategy@uidai.gov.in">Strategy@uidai.gov.in</a>
20	Contact Person	Alok Shukla, ADG, UIDAI, New Delhi

A copy of the tender document may also be downloaded from <http://www.uidai.gov.in>. The cost of tender document shall be paid along with the submission of the bids in such cases.

Sd/-

Assistant Director General,  
UIDAI, New Delhi



## **SECTION - II**

### **INSTRUCTION TO BIDDERS**

#### **1. Prequalification criteria:**

This invitation for bids is open to all Management Consulting Firms who fulfill pre-qualification criteria as specified in this section. UIDAI wishes to award the contract to organizations which have in-house capabilities to deliver the services requested under the tender.

The Tenderer should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. The Tenderer should not have been black-listed by any Central / State Government or Public Sector Undertaking. If at any stage of Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the UIDAI, the UIDAI shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Tenderer.

#### **1.1. Pre-qualification Criteria**

To qualify for submission of the bid, each bidder should meet all of the following pre-qualification criteria:

- a) The bidder should have been in existence for at least last 3 years (as on 31<sup>st</sup> March 2011). The bidder shall submit the Certificate of Incorporation from Registrar of Companies (RoC)/partnership deal/Certificate of registration/evidence of legal status of agency.
- b) In the last three financial years i.e. 2008-09 to 2010-11 the bidder should have achieved an average annual financial turnover of Rs. **100 crores**. The bidders shall submit audited annual accounts of all three years in respect of this requirement. For financial year 2010-11, provisional certificate stating turnover by the auditor may be submitted if account not audited so far.
- c) The bidder should have executed at least three consultancy projects, of value not less than Rs 5 crores, of similar nature in India or abroad out of which bidder must have executed one Government/PSU project of similar nature valuing Rs 5 crores in India. The bidder shall provide valid work orders and certification of completion to this extent. In case of a composite contract where the value of consulting services pertaining to the scope of work of this RFP cannot be identified separately, bidder can submit a certificate from auditor or client certifying that the value of the relevant consulting services rendered

is greater than Rs 5 crores. This certificate may also be provided in situations where client is unwilling to disclose total monetary value of the relevant work order.

- d) Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Tendering Authority. A Self-declaration Certificate should be enclosed.

The bidders should submit all the above information in their prequalification proposals, so as to get eligible for technical evaluation.

## **2. Tender Rejection Criteria**

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

Any change in the structure or formation of the bidder after being pre-qualified and invited shall not be entertained. The same will be considered as a breach and the bidder shall be disqualified by UIDAI and be rejected without any further notice.

## **3. Dispute Resolution**

- a) 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.
- b) In case of such failure as is referred to above, the dispute shall be referred to an authority chosen by the two parties by mutual agreement for the purpose of the above clause who shall act as the sole Arbitrator for settlement of such dispute.
- c) The Arbitration and Conciliation Act, 1996, shall govern the Arbitration proceedings.
- d) The Arbitration proceedings shall be held in Delhi, India.
- e) The substantive laws of India shall govern the Arbitration proceeding.
- f) The proceedings of Arbitration shall be in English language.

g) 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. Bidders companies who have or had business relations with Employer are advised not to employ serving Employers employees without prior permission.



## **SECTION - III**

### **Term of reference**

#### **4. Background**

The Unique Identification Authority of India (UIDAI) was established in January 2009, as an attached office to the Planning Commission with Headquarter in New Delhi. Its role is to develop and implement the necessary institutional, technical and legal infrastructure to issue Unique identity numbers to Indian residents.

The Authority envisions issuing a unique identification number (UIDAI) that can be verified and authenticated in an online, cost-effective manner, which is robust enough to eliminate duplicate and fake identities. Over four years, the Authority plans to issue 600 million UIDs. The numbers will be issued through various 'registrar' agencies across the country.

UIDAI has grown significantly as an organization since its inception in 2009 in terms of the number of people, scale of operations as well as the services it envisages to provide on the Aadhaar platform. It has been operating in a fast-paced project design and execution mode, taking into its fold many people, allowing the organization structure to evolve as required, designing organization processes on-the-go.

In order to rollout UIDAI core services (enrolment, updation, authentication, financial inclusion platform) and encourage implementation of various Aadhaar enabled applications, UIDAI is also strategically developing partner ecosystem. This has allowed the organization to be innovative and responsive and deliver on its large mandate in the pre-specified timeline with a very high degree of success.

On organization front, UIDAI team has a very diverse mix of talent from the government and private sector with certain members onboard as sabbatical and volunteers also. The first year has seen inorganic growth of the team and organization design as UIDAI has moved on a very fast pace.

#### **4.1. Current UIDAI Organization**

UIDAI has Headquarters in New Delhi, Technology Center in Bangalore with 8 regional offices in various parts of the country. **Headquarters** is located in Delhi with Chairman as Head assisted by Director General and Mission Director. The DG&MD is assisted by seven Deputy Director Generals, officers of the level of Joint Secretary, who are in charge of various functions. The DDGs are being supported by 21 ADGs, 15 Deputy Directors, 15 Section Officers and 15 Assistants. Headquarters primary focus is to define strategy, policy and processes for various areas.

All the functions except technical development and technical operations are managed in Headquarters. Non state registrar on-boarding is also managed by headquarters.

**Regional Offices** are headed by a Deputy Director General (DDG). The support structure below comprises of 4 ADGs, 3 Deputy Directors, 3 Section Officers, 1 Senior Accounts Officer and 1 Accountant and personal staff. They are located in Bangalore, Hyderabad, Mumbai, Delhi, Ranchi, Lucknow, Guwahati, and Chandigarh. Regional offices are focused on managing enrolment implementation and relationship with state registrars. Each regional office is allocated specific states & union territories.

**Technology center**, located in Bangalore, is focused on technical development and technical operations.

Project Monitoring Unit (PMU) and Technology Development Unit (TDU) have been formed in UIDAI where personnel with domain expertise have been hired from Private Sectors through NISG. They are primarily based out of Delhi and Bangalore offices. You can refer to UIDAI website for organization details.

#### **4.2. Key UIDAI Functions and associated Partner Ecosystem**

**Enrolment:** It refers to the process to be followed for a resident to get enrolled for getting an Aadhaar number. Enrolment has already started in August last year and is undergoing in various parts of the country through state and PSUs registrars. UIDAI will continue to work with existing registrars and add new registrars to increase the pace of enrolment. Enrolment process, policy and implementation process is defined by a team in Delhi while each regional office manages the enrolment implementation in various states and UTs. Project management team for implementation, working with regional offices, is also based in HQ. Non-state registrar onboarding is currently handled by various teams in Delhi through close coordination with regional offices.

In addition, HQ has Training & Certification, Logistics and contact centre teams who defines and manages process/solution for their respective areas required to support enrolment.

Enrolment leverage following key partners:

- **Registrar** . Both states/UT s or PSUs are partnering with UIDAI as registrars to conduct resident enrolment for Aadhaar number. Registrar will hire enrolment agencies to execute enrolment in the field.
- **Enrolment agencies** . Companies hired by registrars to execute enrolment in the field
- **Device certification** . STQC manages device certification for biometric devices primarily fingerprint slab scanner and iris device.

- **Training Master content developer** . CMC develops training content for enrolment process and solution. CMC trains empanelled training agencies who can be hired by enrolment agencies to train their operators/supervisors.
- **Training agencies** - The empanelled training agencies are available for enrolment agencies to facilitate training of their operators/supervisors on enrolment process/solution.
- **Testing/Certification** - Sify conducts the test and certification for enrolment agencies operators and supervisors.
- **Logistics** . India Post is the logistics partner, responsible for printing and delivering of aadhaar letters to residents.
- **Biometric device manufacturers/suppliers** - Various biometric device vendors (photo camera, finger print slab scanner, iris device) who are interested supplying devices to be used in enrolment and are complied with UIDAI device specification and certification requirements.
- **Contact Centre** - Intelenet provides the single point of contact with residents, and UIDAI partners to handle various kinds of queries and issues related to UIDAI services.
- **Aadhaar enrolment document management** . HP Sales Pvt Ltd will collect documents from registrars which are submitted by residents during enrolment. The collected documents will be digitized at central location; available for reference/retrieval in future.

**Updation:** It refers to the process to be followed by the resident who already has enrolled for Aadhaar and needs to update certain information in their record. The updation process/policy and solution is under development headed by team in Delhi.

**Authentication:** UIDAI will provide authentication services to facilitate resident authentication by government and private organizations during rendering of their services. It is managed by team in HQ.

**Financial Inclusion Platform:** A solution to facilitate providing financial services to residents in rural areas through micro-ATM using aadhaar authentication. It is managed by HQ team.

**Information Education and Communication:** Focused on media campaign, awareness, branding and education of residents to facilitate aadhaar enrolment.

**Technical Operations:** Provide technical support and data centre operations for UIDAI software solution.

**Technical development:** Develop software solution required to support various UIDAI services: enrolment, updation, authentication and financial inclusion platform. They also define device certification requirements. We have software development partner and biometric solution provider partners working with technical development team.

**Applications:** This team focuses on identifying the potential applications of aadhaar authentication and developing the ecosystem to enable the adoption of aadhaar authentication services.

**Internal functions** (finance, Project Management, Intranet and Knowledge management): Teams focused on providing critical internal functions to enable UIDAI functioning and increase productivity.

## **5. Scope of work**

As the UIDAI as an organization gears itself to begin large scale enrolment at a national level and also work on a set of Aadhaar based applications, there is a need to assess and realign its business strategy and organization design; and decide on how it needs to evolve in order to be more effective in delivering against organization's mandates in a scalable manner. As it is required to finalize and articulate UIDAI strategy before designing the organization, this project will be executed in two phases with phase 1 focusing on assessing and re-aligning UIDAI business strategy while phase 2 will be focused on organization design.

The effort should explore and recommend ways in which the unique DNA of UIDAI organization . iconic leadership, mix of Government and private sector professionals . is developed and leveraged to go forward. Scope of each phase is described below:

### **Phase 1: Assess and re-align UIDAI business strategy**

UIDAI had created a broad strategy soon after its inception. It has been a year since; and it has moved forward on various fronts including starting of enrolment operations; creating prototype/PoC solutions for authentication and financial inclusion.

As part of this phase, it will conduct the exercise to review and update current UIDAI business strategy in consultation with key internal and external stakeholders. The rearticulated strategy then needs to be drilled down to measurable goals and objectives for the short to medium terms and the broad execution framework.

It is very important to ensure that long-term mandate and mid-term objectives are well defined and understood within the organization. This in turn allows the organization to define clear milestones and an execution plan in alignment with organization objectives.

## **Objectives of Phase 1**

- Review and realign UIDAI long term vision, mission and objectives
- Define key objectives, key performance indicators, objectively verifiable indicator (OVI) and means of verifications (MOV) for next three years (2012-2013, 2013-2014 & 2014-2015)
- Define goals and deliverable milestones for each function aligned with key objectives of years (2012-2013, 2013-2014 & 2014-2015)
- Define the broad execution framework for achieving these goals and milestones.
- Articulate updated business strategy to overall UID organization

**Following activities and deliverables** will be part of the phase 1 execution:

- Collect documented and undocumented strategy and objectives.
- Articulate stake holder expectations.
- Identify key challenges, critical uncertainties and gaps, what is working/what is not working
- Analyze findings, and recommendations
- Refine and document UIDAI long term vision, mission and objectives
- Develop actionable & measurable Business objectives and key performance indicators, objectively verifiable indicator (OVI) and means of verifications (MOV) for next three years (2012-2013, 2013-2014 & 2014-2015).
- Define the broad execution framework for achieving these goals and milestones
- Articulate business strategy to overall UID organization through workshop(s)

## **Suggestive execution approach for Phase 1**

Strategy review is expected to use mix of 1:1 interactions, various workshops and offline activities. It is very important to involve key members from various teams within UIDAI and also from key partners in this process. It is an inclusive approach involving wider audience to ensure organization buy-in and alignment on overall strategy and detailed planning.

Majority of 1:1 interactions are expected to be done in UIDAI Delhi and Bangalore offices. At least one trip will be required to each of 6 regional offices outside Delhi and Bangalore. For registrars and enrolling agencies, one state registrar and 2 corresponding enrolling agencies from each of the regional offices and 2~3 non-state registrars can be interviewed. Other key partners to be interviewed will involve CMC, Mindtree, biometric service providers, device manufacturers, India Post, STQC, Sify and Intelenet.

## **Phase 2: Organization design based on UIDAI business strategy**

In the last 18 months, UIDAI organization has grown manifold within the broad structure that was envisaged for it at the outset. UIDAI team has a very diverse mix of talent from the

government and private sector with certain members onboard as sabbatical and volunteers also. As the organization moves from design and pilot phase to scaling of operations and expansion of services, the organization design needs to be analyzed for its effectiveness and relevance.

There are a variety of areas that need to be reviewed, e.g. as the field operations and partnerships expand, what is the right balance of centralization and decentralization? What support functions and structures need to be put in place? How does the organization differentiate between its project type activities (e.g. enrolment, financial inclusion strategy) versus its on-going activities (e.g. updation; authentication), versus new innovations, etc.? What are the core competencies it requires. It needs to evaluate and define its organization culture and core values. The initiative will also review and recommend options for future state of organization (long term) . Government Department/independent authority etc. Finalization of future state may not be possible but options need to be evaluated keeping in mind impact of current strategic choices.

The relevant set of issues need to be comprehensively identified, options generated, evaluated and a recommendation made on the optimal organization design. An articulation of the HR processes and overlays required to make the structure function optimally is sought. For successful implementation, an effective transition plan including man power sizing in various functions will also be critical.

Please note that Phase 1 deliverables will be one of the critical inputs for phase 2 as business strategy defined in phase 1 will drive the organization design requirements.

**Objectives of Phase 2:**

- Identify and articulate Core values and culture of UIDAI.
- Delineate Organization Structure Scenarios.
- Recommend an organization (structure, HR processes, rewards, metrics) that is relevant and effective for the short and medium term
- Identify competencies required and execution capability gaps (resource capacity and competencies) and develop a detailed staffing plan at all the levels for the next 36 months
- Dissemination of core values, culture, organization behavior to overall UIDAI team
- Develop an implementation plan for organization design developed in alignment with the strategy defined in phase 1

## **SECTION – IV**

### **Techno - Commercial conditions**

#### **6. Time frame & Deliverables for the Project**

##### **Timeline & Deliverables – Phase 1**

Expected timeline for phase 1 to complete is 4~6 weeks from the date of phase 1 execution start. Following deliverables are expected from the consulting firm for Phase 1:

1. Documented report in soft and hard copy for following:
  - Analysis report of the current status review, challenges faced and recommendations
  - Realigned UIDAI long term vision, mission and objectives
  - Key objectives, key performance indicators, objectively verifiable indicator (OVI) and means of verifications (MOV) for next three years (2012-2013, 2013-2014 & 2014-2015)
  - Goals and deliverable milestones for each function aligned with key objectives of next three years
  - Broad execution framework for achieving these goals and milestones
2. Articulation of updated business strategy to overall UID organization through workshops

Consulting firm is supposed to submit clarifications on queries raised by UIDAI on the above report in the form of a consolidated addendum within fifteen days of raising the queries by UIDAI. Completion of all deliverables and acceptance by UIDAI of consolidated report with addendum will mark the sign-off of Phase 1.

##### **Timeline & Deliverables – Phase 2**

Phase 2 will start post sign-off of phase 1. Expected timeline to complete the phase 2 is 6~8 weeks from the date of phase 2 start. Following deliverables are expected from the consulting firm for Phase 2:

1. Documented report in soft and hard copy for following:
  - Analysis report of the current status review, challenges/gaps faced and recommendations
  - UIDAI core values, and culture of the organization
  - Recommended options for future state of organization (long term)
  - Required UIDAI organization (structure, HR processes, rewards, metrics) that is relevant and effective for the short and medium term.

- Core competencies required and execution capability gaps (both resource capacity and competencies)
  - Detailed Staffing plan at all the levels for the next 36 months
  - Implementation plan for organization design developed in alignment with the strategy defined in phase 1
2. Dissemination of core values, culture, organization behavior to overall UIDAI team through workshops

Consulting firm is supposed to submit clarifications on queries raised by UIDAI on the above report in the form of a consolidated addendum within fifteen days of raising the queries by UIDAI. Completion of all deliverables and acceptance by UIDAI of consolidated report with addendum will mark the completion of Phase 2.

## **7. Proposal to be submitted**

- 7.1.** The consultants proposal should be in two parts - technical proposal and financial proposal (put in separate sealed covers), and should be submitted together.
- 7.2.** The technical proposal would include the following components and will be required to be submitted in five sets of hard copy and a soft copy on CD/DVD:
1. Proposed detailed scope and sequencing of work as understood by the Consultant.
  2. Proposed detailed methodology/approach to the tasks outlined in the scope of work, including interactive consultations in UIDAI at various levels in the areas mentioned.
  3. The technical proposal shall include, besides the background and credentials of the Consultants, the detailed methodology proposed for the study, details of similar assignments handled in the country, particularly for the Strategy review and organization design in Government sector (Annexure-I) . Bio-data of the personnel and the team leader proposed for the study shall be furnished (Annexure-II). The personnel proposed for the Consultancy and agreed to by UIDAI can be changed, if required after Award of Work, by equally competent and qualified personnel only after consent of UIDAI.
  4. Experience(s) of Strategy review and organization design exercise in India and abroad, considered relevant. Details of successful implementations of consultancies given to other clients and the learning experience of consultancy implementation given in the past.
  5. Experience and proposed location of each expert/personnel who will be assigned to the project with details of what resources will be committed part time or full time alongwith % commitment in case of part time resources (Information for each resource to be provided in detail as per Annexure-II).

6. Two client references must be provided, along with contact name and telephone numbers, who have previously engaged the bidder in a similar project.
7. The bidder shall furnish following documents along with technical bid
  - Article/Memorandum of Association/Partnership deed or proprietorship deed, if any.
  - Service Tax Registration No.
  - Copy of PAN No.
  - Copy of DIN of the Directors along with CIN of the UIDAI, if the Bidder is registered under the Companies Act 1956.
  - Bidder shall furnish a clause-by-clause compliance to the requirements and commercial conditions demonstrating responsiveness to terms and conditions. For the same, bidder will be required to sign on each page of the document/Terms of Reference and submit the same along with technical bid. A bid without clause by clause compliance of terms and conditions shall not be considered.

## **8. Fee Structure**

Consultant will quote for the financial bid as per Annexure IV for each phase they are bidding for.

**8.1.** A fixed price fee to be quoted for each phase defined in the scope of work. Prices quoted should be inclusive of fees towards complete scope of work, all taxes, duties, levies, license fees, service tax and also shall include all expenses incurred for the execution of the contract not limited to out of pocket expenses such as lodging, boarding, domestic/international travel expenses .

**8.1.1.** The cost of any other item/services, which are considered necessary for completion of the job, shall be deemed to have been included in the lump-sum prices.

**8.1.2.** Quoted prices shall also be inclusive of all costs towards carrying out any surveys, travel to India & within India, site visits by its personnel, stay in India, boarding, lodging, incidental expenses etc. required for meeting the scope of work.

**8.2. Price Bid submission:** The price bid for both phases (phase 1 and phase 2) shall be fixed price. The breakup of price in terms of various components like consulting resource, travel & lodging etc shall be provided.

- 8.3.** Prices quoted by the bidder shall be firm and fixed during the bidder's performance of the contract. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 8.4.** Statutory variation in service tax rate, if any, within the contractual period shall be on account of UIDAI. No variation in taxes duties or levies other than service tax shall be payable. In case of reduction in service tax within contract period, the excess payment would be adjusted or recovered.
- 8.5.** Prices shall be written both in words and figures. In the event of difference, the price in words shall be valid and binding. In case of difference in unit price and worked out total price, the unit price will be taken for the purpose of evaluation.
- 8.6.** Bidder shall be solely responsible for ascertaining all types of taxes and duties applicable for providing the services as mentioned in the scope of work. UIDAI shall deduct income tax applicable from the payments due to the bidder under the contract.

## **9. Earnest Money**

- 9.1.** The Bidder shall deposit an earnest money of Rs. 10,00,000/- (Rupees ten lac) in the form of Demand Draft/Pay Order in favour of **"PAO, Unique Identification Authority of India"** payable at New Delhi. Technical Bid received without earnest money shall be rejected as non-responsive.
- 9.2.** The validity of offer shall be of 6 months from the date of opening. In case during the validity period, the offer is withdrawn by bidder or bidder fails to furnish PBG or sign the contract in terms of Para-17, earnest money so deposited shall be forfeited by UIDAI.
- 9.3.** The Earnest money of unsuccessful bidders will be refunded without interest on finalization of the contract.

## **10. Period of Validity of Bids**

- 10.1.** Bids shall be kept valid for 6 months from the date of opening. A bid valid for a shorter period shall be rejected by UIDAI as non-responsive.
- 10.2.** The bidder shall not be entitled during the said period of 6 months, to revoke, modify or cancel its Bid or any terms thereof. The UIDAI may at its discretion, request the bidder for extension of period of bid validity. The request and responses thereto shall be made in writing. In such eventuality of extension of bid validity, the bid security provided under clause 8 shall also be extended. However, a bidder extending the bid validity will not be able to modify its/his bid.

## **11. ARBITRATION**

- 11.1.** Any questions, disputes or difference of any kind whatsoever arising out of or relating to the contract except as to matters, the decision to which is specifically provided under this contract, shall be referred by the parties within 30 days from occurrence of difference or dispute to the sole Arbitrator who shall be nominated by DG & MD of UIDAI . In the event of such an Arbitrator to whom the matter is originally referred, is transferred or vacates his office by resignation or otherwise refuses to act or is incapable of acting for any reasons whatsoever, DG&MD of UIDAI shall appoint another person to act as an Arbitrator in his place in accordance with the terms of this contract. Such persons shall be entitled to proceed from the stage at which it was left by his predecessor.
- 11.2.** There shall be no objection to any such appointment that the Arbitrator appointed is an officer of the UIDAI or that he had to deal with the matter to which this contract relates or that in the course of his duty as such officer he had expressed views on any of the matters in dispute or difference. No person other than the DG&MD of UIDAI or his nominee can act as Arbitrator.
- 11.3.** The award of the Arbitrator shall be final and binding on the parties of this agreement.
- 11.4.** Subject to the above, the provisions of Arbitration and Conciliation Act, 1996 and of all the rules there under and all the statutory modifications thereof shall govern such arbitration proceedings and shall be deemed to apply to and be incorporated in this contract.
- 11.5.** The venue of the arbitration proceedings shall be the HQ office of UIDAI, New Delhi or such other place in Delhi as the arbitrator may decide.

## **12. JURISDICTION OF COURTS**

The courts in Delhi should have exclusive jurisdiction under this tender / contract.

## **13. PERFORMANCE GUARANTEE**

- 13.1.** Consultant shall submit to UIDAI an unconditional, irrevocable and on first demand guarantee from any Indian scheduled bank or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank.
- 13.2.** The performance guarantee shall be in form of bank guarantee of value equal to 10% of contract value. The Contract Performance Guarantee shall be valid for a period of

one year. The format of performance guarantee is annexed hereto (Annexure- III). All expenses incurred in obtaining of such guarantee shall be borne by Consultant.

**13.3.** In case of extension of completion period, Consultant shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements.

**13.4.** If the consultant fails or neglects any of the bid obligations under the contract it shall be lawful for UIDAI to forfeit the performance guarantee furnished by the bidder. The proceeds of performance guarantee shall be payable to UIDAI as compensation for any loss resulting from Consultant's failure to complete its obligation under the contract. The performance guarantee bond will be discharged by UIDAI after completion of Agency's obligations under the contract and shall be extended suitably in event of extension of period of contract or till all obligations under the contract have been satisfied.

**14.** The Agency will treat as confidential all data and information about The Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Tendering Authority

**15. Payment Milestones**

Payment schedule for phase 1 and phase 2 is as follows:

SNo	Milestone	Percentage Payment due
<b>Phase 1</b>		
1.	Submission of broad plan of execution for Phase I.	15%
2.	Submission of Interim Report of the current status review, challenges faced and recommendations	15%
3.	Submission of all deliverables for Phase1	30%
4.	Phase 1 sign-off	40%
<b>Phase 2</b>		
1.	Submission of broad plan of execution for Phase II. (This will be after completion of phase I and acceptance of Report).	15%
2.	Submission of analysis report of the current status review, challenges/gaps faced and recommendations	15%
3.	Submission of all deliverables for Phase 2	30%
4.	Phase 2 sign-off	40%

All the payments released before submission of final bill shall be considered as advance.

## 16. Bid Evaluation

### 16.1. Technical Bid Evaluation

The technical evaluation will be done in two steps.

- A) In step I . the bid documents will be evaluated on the basis of content of the documentary proposal submitted by the bidders on the following criteria.

Criterion	Weightage
1. Resource Commitment for the proposed exercise giving governance Structure , project leadership, project manager including team, their qualification, experience, full time/part time deployment on the assignment etc. (UIDAI expects involvement of appropriate senior leadership from the consulting firm (MD/CEO/Practice Head) to directly supervise the project. It expects involvement of highest level, full time leaders of repute for each of the two phases of the consultancy with proven competence in Business Strategy and Organizational development.)	40
2. Past experience in similar consultancy work and past experience of working with PSUs and other Govt. entities.	20
3. Proposed approach and methodology used for project execution.	25

- B) In Step II . UIDAI management will take a presentation on their proposal by all the bidders one by one in which they will be evaluated on following criteria / weightage.

Criterion	Weightage
Presentation on the following : (i) Concept and Strategy the Consultant proposes for the initiative (ii) Methodology and Project Planning (iii) Understanding of project and scope of work	15

Further Point wise break-up of each of the above criteria have been provided in detail in **Annexure –VI** to this document.

The bidder will be required to submit 10 hardcopies of the presentation along with a soft copy on CD/DVD.

The scores of the above two evaluations will be added up to make a final evaluation of each bidder.

To qualify for selection, the bidder would need to secure a minimum of 60% of the weightage assigned to each of the above criteria.

The bidders who secure minimum 70% marks out of total weightage of 100 (as per above two steps) will be considered for opening of price bids.

**16.2. Financial Bid Evaluation**

The financial bids of qualified bidders will be opened and the following criteria will be followed for arriving at overall H1 bidder.

**16.3.** Overall Evaluation for the technical scores obtained by qualified bidders will be given 70% weightage for the final evaluation.

The financial bid will be given 30% weightage for final evaluation. For the same, the lowest quoted price (say FL) out of qualified bidders will be taken as the base price (i.e. equated to 30 marks). The higher quoted price (say FH) will be allotted marks in the inverse ratio as per following formula

$$\frac{FL*30}{FH}$$

**16.4.** The total score arrived at after giving 70% weightage to technical marks (as per para 16.1) and taking financial marks (as per para 16.3) will decide the overall H1 and H2 bidder. The work will be awarded to the H1 bidder as arrived above after negotiations, if required. If H1 bidder declines to undertake the project, then work will be allocated to H2 bidder at the price quoted by H1 bidder.

If H1 bidder declines to undertake the project or UIDAI finds any conflict of interest with the H1 bidder(in case prior award of MSP-CIDR Contract to H1) , then the work will be awarded to the H2 bidder at the price quoted by H1 bidder.

**16.5.** In case, the final marks obtained are same for H1 and H2 then the bidder with higher technical evaluation score will be awarded the work after negotiations, if required.

**17. Delay Clause**

Time is the es-sence of the contract.

**17.1.** Submission of final suggestions in line with para 4.0 and 5.0 above and as per schedule stipulated in para 6.0 above shall deemed to be the essence of the contract and must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, execution is delayed and the reports made over after the expiry of the contracted delivery period, without prior concurrence of UIDAI and be accepted by the consignee, such execution will not deprive UIDAI of his right to recover liquidated damage under clause 17.2 below.

**17.2.** Should the bidder fail to deliver the consultancy services and reports thereof satisfactorily within the period prescribed in para 6.0, UIDAI, without prejudice to its rights and other remedies available to it, shall be entitled to recover, as agreed, liquidated damages for breach of contract, a sum equivalent to 0.5% of the value of delayed services and / or undeliverable services for each week of delay or part thereof upto a maximum of 5% (of the contract value). Quantum of liquidated damages assessed and levied by UIDAI and decision of UIDAI thereon shall be final and binding on the consultant provided further that the same shall not be challenged by the consultant either before arbitration tribunal or before the court.

**18. UIDAI'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

UIDAI reserves the right to accept or reject any bid/consultancy offer, and to annul the bidding process and reject all bids, at any time prior to award of work without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of UIDAI's action.

**19. ISSUE OF LETTER OF INTENT**

**19.1.** The issue of a letter of intent shall constitute the intention of UIDAI to enter into contract with the consultant. The consultant shall within 14 days of issue of the letter of intent, give his acceptance along with performance security in conformity with Para-13.0 above and sign the contract. The tentative agreement is enclosed as ANNEXURE-V. Upon signing of agreement by UIDAI and the Consultant, the EMD of the successful bidder also will be refunded. The contract signing date will be the date of Award of Work (AoW).

**19.2.** Failure of the successful bidder to comply with the requirements of clause 18.1 shall constitute sufficient ground for the annulment of the award of work and forfeiture of the bid security in which event the UIDAI may make the award of work to any other bidder at the discretion of the UIDAI or call for new bids.

**19.3.** On Award of work, successful bidder would be required to sign a non-disclosure agreement with UIDAI.

**20. Conflict of Interest**

**20.1.** It is required that Consultants provide professional, objective, and impartial advice and at all times hold the UIDAI's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

- 20.2.** Conflicting relationships. A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- 20.3.** Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

**21. Amendments in bid documents**

- 21.1.** At any time prior to the date for submission 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 documents / terms of reference by amendments.
- 21.2.** The amendments shall be notified in writing, e-mail or by FAX to all prospective bidders on the address intimated at the time of issue of bid document. And these amendments will be binding on them.
- 21.3.** In order to accord prospective bidders reasonable time to take amendments into account in preparing their bids, the UIDAI may, at its discretion, extend the deadline for submission of the bids suitably.

## **SECTION – V**

### **VARIOUS ANNEXURES TO BID DOCUMENT**

#### **ANNEXURE – I**

1. Company's profile worldwide (No. of offices, locations, employees)
2. Consultant's experience in Strategy/organizational transformational consultancy (global and domestic experience separately). The experience in these projects both in India and abroad will be given as follows: -
  - Brief description (turnover, no. of employees, area of operation, bouquet of services etc.) of client.
  - Nature of engagement
  - Approach
3. Consultant's experience in Strategy and organization transformation consultancy (global or domestic experience). One large scale engagement should be dealt in detail.
4. Consultant's experience in Strategy and organization transformation consultancy with Govt. entities under Govt. of India or public sector clients (one large scale engagement should be dealt in detail).

Note : - Details against experience Para 2, 3 & 4 should be furnished in following format.  
(Separate table for each para may be provided)

<b>Sl. No.</b>	<b>Experience details in the particular job</b>	<b>Broad description of organization/sector giving client name, brief description and client turnover</b>

## ANNEXURE – II

1. Name
2. Designation
3. Academic Qualifications (Degree/Year/Institution)
4.
  - a) Years of Experience
  - b) Work experience (in detail)
  - b) Selected Consulting Experience in any industry
  - c) Selected consulting experience in govt/PSUs.
  - d) Selected consultancy experience related to strategy and restructuring/organizational transformation exercise
  - e) Language skills
5. Proposed position in the team
6.
  - a) Whether the resources is proposed to be deployed part time/full time for UIDAI project.
  - b) If part time, then % time of resource proposed to be committed for UIDAI project.

A summary sheet of resource and their % commitment to the project may be provided



AADHAAR

**Annexure - III**

**PERFORMANCE SECURITY GUARANTEE BOND**

1. In consideration of UIDAI (herein after called the "UIDAI") having agreed to exempt \_\_\_\_\_ (hereinafter called "the said consultant(s)") from the demand under the terms and conditions of an agreement/(Purchase Order) No \_\_\_\_\_ dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ for consultancy on Strategy and Business Plan of UIDAI (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said consultant (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for \_\_\_\_\_ we, (name of the bank) \_\_\_\_\_ (hereinafter refer to as "the bank") at the request of \_\_\_\_\_ (consultant(s)) do hereby undertake to pay to UIDAI an amount not exceeding \_\_\_\_\_ against the failure of the consultant to perform the contractual obligation under the said contract or any breach by the said Consultant(s) of any of the terms or conditions contained in the said Agreement.
  
2. We (name of the bank) \_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demanded from UIDAI stating that the amount claimed is due by reasons of breach by the consultant of any of the terms & conditions of the contract or by way of loss or damage caused to or would be caused to or suffered by UIDAI by reason of breach by the said consultant(s) of any of the terms or conditions contained in the said Agreement or by reason of the consultants(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of UIDAI in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding \_\_\_\_\_.
  
3. We undertake to pay to UIDAI any money so demanded notwithstanding any dispute or disputes raised by the consultant/ Agency(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall

be valid discharge of our liability for payment there under and the consultant/ Agency(s) shall have no claim against us for making such payment.

4. We (name of the bank)\_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of UIDAI under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ (cell) of UIDAI certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said consultant(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of THREE YEARS from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.
  
5. We (name of the bank)\_\_\_\_\_ further agree with UIDAI that UIDAI shall have the fullest liberty without our consent and without affecting in any manner our obligations thereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said consultant(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by UIDAI against the said Consultant(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant(s) or for any forbearance, act or omission on the part of UIDAI or any indulgence by UIDAI to the said Consultant(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
  
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s)/Supplier/ Agency(s).
  
7. We (name of the bank) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of UIDAI in writing

Dated the \_\_\_\_\_ day of \_\_\_\_\_  
for \_\_\_\_\_

(indicate the name of bank).

**Annexure – IV**  
**Price / Financial Bid**

<b>Sl. No</b>	<b>Items</b>	Price (all inclusive except service tax) (in Indian rupees)	Service tax (in Indian rupees)	Total Price (in Indian rupees)
		(A)	(B)	C = (A + B)
1	Price for phase I (P1)			
1	Price for phase II (P2)			
<b>Total ( in ` )</b>				

Total Price (TP) IN WORDS - \_\_\_\_\_

Authorized Signatory  
Seal of Company

AADHAAR

**ANNEXURE-V**  
**CONSULTANCY AGREEMENT**

This agreement is made on this day of -----, 2011 at New Delhi between UIDAI , an attached office of Planning Commission , Government of India having its roffice at 3<sup>rd</sup> Floor, Tower II , Jeewan Bharati Building , New Delhi . 110 001, acting through its authorized official (hereinafter called the UIDAI) of the ONE PART.

**AND**

-----, a Company registered under -----having its registered office at ----- and having its office at ----- herein after called the Consultant. The expression as, %be UIDAI+and %be Consultants+shall, unless repugnant to the context, include their respective successors in business, administrators, liquidators and assignees or legal representatives.

WHEREAS the UIDAI is desirous of obtaining the expert services of the Consultant for Strategy and Business Plan of UIDAI.

AND WHEREAS the CONSULTANT filed proposal dated -----in response to the letter inviting proposals dated ----- of the UIDAI for Strategy and Business Plan of UIDAI.

NOW IT IS HEREBY AGREED as follows: -

1. The Consultant undertakes to provide the services for Strategy and Business Plan of UIDAI as per details provided in Terms of Reference issued vide No. 0 0 0 0 0 0 ..along with letter inviting proposals dated ----- in consideration of the payment detailed as under.

Total contract value: A) Phase one . Rs. ----- . This includes

**Fee Structure:** Consultant having agreed to Consultancy fees as follows: -

-----

-----

2. The payment schedule of above having been agreed as follows:

-----

-----



3. The Consultant shall execute the agreement within the time prescribed in para 5 of terms of reference with no extension on any reasons whatsoever and the time shall be the essence of the contract, unless the UIDAI and the Consultant mutually agree to an extension in time failing which liquidation damages shall be levied by UIDAI as per Clause 15 of the Terms of Reference.
4. UIDAI after interim receipt of the report in each phase will examine the same and may make comments thereon. The comments of the UIDAI with detailed reasons, if any, will be communicated to the Consultant in writing. The Consultant shall be liable to remove the defect within fifteen days of the receipt of the comments.
5. In case the Final Report is commented as wanting in the aforesaid manner, then the consultant shall be bound to remove the defects immediately without loss of time but not later than 15 days from the receipt of such comments.
6. The payment detailed in the Para-I of this agreement shall be fixed, final and it will not be revised upward on any grounds whatsoever except for those mentioned in Para 7.6 of Terms of Reference.
7. Should UIDAI request the Consultant, the Consultant shall provide services incidental to the services specified in Para one of this agreement. Such request for incidental services shall be deemed to be included within the detailed services agreed under this agreement and no extra charges shall therefore, be payable to the Consultant.
8. The Consultant M/s. ----- shall be solely liable for satisfactory performance of the services under this agreement.
9. UIDAI shall, as soon as practicable, supply requisite information sought by the Consultant unless it is of the opinion that the disclosure of such information is likely to jeopardize the public interest or not expedient to do so for other sufficient cause.
10. The information supplied to the Consultant by UIDAI shall be kept secret and no part of such information shall be disclosed to any person other than those employed or engaged by the Consultant in performance of the agreement without prior written permission of UIDAI.
11. Information exchanged between the two parties (the disclosing party and the receiving party) i.e. the Consultant and the UIDAI as the case may be shall not be used by the receiving party for any purpose other than in connection with purpose of this agreement.
12. The Blue prints, maps, charts, reports and any other document shall be written in English language whose copyright shall be vested with the UIDAI.



13. UIDAI, if so satisfied on the facts of situation, is entitled in consultation with the Consultants to make suitable additions, alternations or modification in terms of reference referred to in Para-1 of the agreement.
14. Unless otherwise stated or if the context so demands, the following documents and letters issued by UIDAI mentioned herein shall form part and parcel of this agreement.
  - (i) Letter inviting proposals dated 0 0 0 0 0 0 .
  - (ii) Terms of Reference issued along with letter inviting proposals dated 0 0 0 0 0 0
  - (iii) 0 0 0 0 0 0 technical and financial offer dated 0 0 0 0 0 0 ..
  - (iv) 0 ..
  - (v) 0 ..

Any other clarification issued before signing of this agreement will be subsequently added to this list.

Provided that in case of conflict of variance, the terms set out in the main body of this agreement shall prevail.

15. The Consultant shall carry out the services with due diligence, efficiency and in a practical manner designed to promote this project as well as the purposes and plan of this operation.
16. The Consultant shall provide adequate resources corresponding to scope of work referred in Para 1 and deliver the assignment as per industry standards of firms providing similar service. If at any stage the Consultant or UIDAI feel that additional or alternate Consultant resource need to be deployed, the Consultant will discuss the same with UIDAI and endeavor to make them available for required task or activities.
17. The Consultant shall utilize only those experts, which have been indicated in its technical offer for the tasks allocated for entire duration of the project. These experts will only be replaced under unforeseen circumstances like sickness, their leaving the organization or any other unforeseeable exigency. The Consultant will replace them by experts of similar or superior profile after approval from UIDAI.
18. The total liability of the Consultant on any account shall be limited to the fee actually paid for the work. The Consultant shall be liable for claims only to the extent that, the claims in question are attributable to the negligence or willful misconduct of the consultant firm -----or its staff or to a breach by them of any of the conditions of this agreement. Neither party shall be liable to the other for any special, indirect, incidental, consequential (including loss of profit or revenue), exemplary or



punitive damages whether in contract, tort or other theories of law, even if such party has been advised of the possibility of such damages

19. The Consultant shall keep accurate and systematic accounts & records in respect of the services in such form and detail as is customary in their profession.
20. The final version of the reports, including the Appendices/Annexure, if any compiled in performing the services shall be handed over by the Consultant to the UIDAI after indexing in a proper manner and the Consultant shall be forbidden to use such records for any other purpose except for the performance of this agreement.
21. The Consultant will ensure that the services rendered by them to the UIDAI under this agreement shall not infringe the intellectual property rights of any third party. If a third party threatens or prefers an infringement claim against UIDAI, the Consultant will indemnify the UIDAI against the cost of defending that claim (including the cost of any settlement or judgment), provided that the UIDAI informs the Consultant of it as soon as it comes to the knowledge of UIDAI; the UIDAI let the Consultant conduct any negotiations or proceedings on its behalf: the UIDAI gives the Consultant all assistance (at the expense of the Consultant) that the Consultant may reasonably require and the UIDAI does not incur avoidable cost without the consent of Consultant.
22. The indemnity contained in Clause (21) shall however not apply to any information under this agreement and which was supplied to the Consultant by the UIDAI or by any of the UIDAI contractors or agents or any changes which are made to the services delivered by the Consultant by anyone other than the Consultant. It also does not apply to research information, data and services which the Consultant may deliver to the UIDAI as part of the services but which are not included in a formal deliverable.
23. The UIDAI agrees to indemnify the Consultant against any claim which any third party might bring against the consultant arising out of any willful default, breach or infringement of any rights of such party by UIDAI.
24. The Consultant shall take out and maintain an insurance against loss of any records or accurate account of the services including necessary papers and documents prepared, received or handled for the purpose of carrying out the agreement.
25. The Consultant shall bear the cost of any taxes duties or fees leviable or otherwise imposed on him under any law or regulation of the land and the same shall not be claimed or reimbursed by the UIDAI.



- 26. In the event of any question, dispute or difference arising under the agreement or in connection thereof due to any reason whatsoever, the dispute shall be sorted out amongst the UIDAI and the Consultant by mutual discussion.
- 27. In the event of aforesaid dispute or difference is not resolved through mutual discussion within a period of 15 days from the date of reference having being made by either of the parties, then the same shall be referred to an Arbitral Tribunal comprising of sole arbitrator appointed by the DG&MD of UIDAI. (as per Para 10 of Terms of Reference)
- 28. The agreement and any dispute thereof shall be governed by the provisions of the Indian Law and the venue of arbitration shall be New Delhi.
- 29. The arbitration proceedings shall be conducted with speed and in accordance with the provisions of Indian Arbitration & Conciliation Act, 1996 and the rules framed there under or any modifications or re-enactments made from time to time.
- 30. The agreement is valid for a period of 12 calendar months from the date of this agreement.
- 31. UIDAI may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the consultant, terminate this contract in whole or in part,
  - a) If the consultant fails to deliver any or all of the services within the time period(s) specified in the contract, or
  - b) If the consultant fails to perform any other obligation(s) under the contract.
  - c) If the consultant, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the UIDAI may authorize in writing) after receipt of the default notice from UIDAI.

IN WITNESS WHEREOF duly authorized representatives of the Consultant and the UIDAI has set their hands the day and year first above written in the presence of following:

WITNESS:

1 0 0 0 0 0 0 0 0 0 0 .

For & on behalf of  
 Unique Identification of India.  
 0 0 0 0 0 0 0 0 0 0 0 0

For & on behalf of  
 0 0 0 0 0 0 0 0 0 0 0 0

2 0 0 0 0 0 0 0 0 0 0 0 .

Duly authorized  
 Representative of the Consultant.



**ANNEXURE- VI**

**TECHNICAL BID EVALUATION - BREAKUP DETAILS**

VI . a) Resource Commitment Evaluation Break-up (Total 40 marks)

Summary criteria		Weightage for further breakup of Total points	
Type of resource	Total Points (A)	Criteria	Weightage
Project leadership	20	Seniority of the Project leader within organization	40%
		Organizational Transformation & Business Strategy review experience.	20%
		Experience in working with organizations dealing in public service in India	20%
		Experience of executing International Projects.	20%
Project Management	10	Educational qualification	20%
		Relevant experience in the resume	20%
		Experience in the area of Strategy, and organizational development.	40%
		Experience in working with organizations dealing in public service in India	20%
Project Team	10	Educational qualification	20%
		Relevant experience in the resume	20%
		Experience in the area of Strategy, and organizational development	40%
		Experience in working with organizations dealing in public service in India	20%
Total	40		



VI-b) PAST Experience/Credentials Criteria breakup (Total 20 marks)

Criteria	Points
Quality and number of similar assignments (strategy/Organization Transformation) in govt sector/PSUs in India	10
Quality and number of similar domestic (non-govt.) and international assignments (strategy/Organization Transformation)	10
Total	20

VI-c) Proposed approach and methodology used for project execution. (Total 25 marks)

Criterion	Points
Overall methodology/approach suggested for both the phases	10
Overall sequencing and project structure.	5
Out of Box approach suggested specific to UIDAI.	10
Total	25

VI-d) Presentation to UIDAI top management (Total 15 marks)



## Evaluation of Key Personnel

In addition to technical evaluation, each personnel for Project leadership and Project management must score a minimum of 80% marks except as provided herein. A Proposal shall be rejected if any one of them scores less than 80% marks.

The scoring criteria to be used for evaluation of Key personnel shall be as follows.

Item Code	Criteria	Max Marks
1	General qualifications <i>Sub-criteria</i> <i>a) Educational qualification and training.</i> <i>b) Number of years of relevant experience</i> <i>c) Number of years of association with consultancy firms.</i>	20
2	Adequacy for the assignment. <i>Sub-criteria</i> <i>a) Experience pertaining to Scope of work.</i>  <i>b) Adequate involvement in the project.</i>	80

AADHAAR