

Government of India
Ministry of Electronics and Information Technology
Unique Identification Authority of India
(Technology-II Division)

Date of Publication on CPPP: 13.3.2020

S. No.	RFP Page no, clause no	RFP Clause details/	Bidder's Query/Suggestion	UIDAI Reply
1	Page No. 06, Prequalification:, sl no. 3	Average annual turnover of the intending SDAs should be more than Rs. two Crore from software development or maintenance work during the previous two financial years (2017-2018 and 2018-2019).	Average annual turnover of the intending SDAs should be more than Rs. 10 Crore from software development or maintenance work during the previous two financial years (2017-2018 and 2018-2019).	No change
2	Page No. 08, Technical evaluation Criteria, point no. 26 (Technology Matrix)	Project credentials submitted by Bidder(s) must only include projects that involved technologies as per the following 'Technology Matrix'	Kindly explain that Project credentials submitted by Bidder(s) must only include projects that involved technologies as per the following 'Technology Matrix' or must include any of the technologies as per the following "Technology Matrix"	Project credentials submitted by Bidder(s) should include projects that involved any of the technologies as per the 'Technology Matrix' as given in RFE.
3	Page No. 07, Technical evaluation Criteria, point no. D	Agencies shall be shortlisted based on the relevancy of citations. Shortlisted firms shall be asked to give a presentation to the evaluation committee and officers to be appointed by UIDAI along with demonstration of the projects and its capabilities with regards to technical manpower. Marking shall be done based on citations and the presentation. Total marks will be 100	We request you to shortlist the firms not only on the basis of citation but also on the following points: 1. Turn Over 2. Experience in similar business 3. Project Completion Certificate from Client 4. Quality Certification 5. Nos. of IT Professional employed with the firm	No change
4	Page No. 4 Clause-10(c)	10 (c)	Important dates section is missing the date of technical evaluation, are you referring proposal opening date as technical evaluation start date?	The technical evaluation date shall be intimated separately to all bidders who meet pre-qualification criteria
5	Page No. 05, Clause - 14	Integrity Pact & Non Disclosure Agreement (NDA)	Annexure G looks incomplete, please share the revised format. Also, mention the value of Stamp paper, should we get it signed by one witness as well.	It will be shared as part of these clarifications to the pre-bid queries.
6	Page No. 07, Clause-24(C)	A maximum of 5 page write-up (for all three projects) in Calibri 12 fonts + citations should be furnished as part of bid	Five pages for all three projects or 5 pages for each project i.e; total 15 pages.	5 five page submission is expected for all three projects
7	Page No. 7 Clause- 24(d)	24(d)	Can you please specify date of presentation which is needed for technical evaluation?	The presentation date shall be intimated separately to all bidders who meet pre-

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				qualification criteria
8	Page No. 7 Clause-24(c)	24(c)	When you say maximum 5 page write up should be provided for every project, are you looking for any specific information or information structure that we should keep in mind while sharing the information?	Yes. In this reference please refer the Table at Annexure- C in the RFE.
9	Page No. 12 Clause -25(d)	Agencies shall be shortlisted based on the relevancy of citations.	As an Industry practice, majority of Innovative projects are covered under NDA, and citations may not be available. However, we can prove through Invoice/Payment.	Citations are not mandatory but may be added.
10	Page No. 12 Clause 29	Within 14 days of the receipt of Notification of empanelment from the UIDAI, but before the signing of the purchase order, the successful Agencies shall furnish the Empanelment Security Deposit of Rs 5 lakhs in form of irrevocable Bank Guarantee valid for two months beyond the period of empanelment	Once Empanelment Security Deposit of Rs. 5 lakhs is submitted through BG, the EMD amount of Rs. 28lakhs will be returned?	Yes, EMD amount of Rs.28 Lakh will be returned on submission of Empanelment security deposit of Rs. 5 Lakh by finally shortlisted agencies on completion of Technical evaluations.
11	Page No. 12, Clause-27	27	As mentioned in RFE post technical evaluation notification for empanelment will be shared with 15 selected SDEs, can you specify date by which you are planning to share this notification?	Notification date will be intimated separately to finally shortlisted agencies on completion of Technical evaluations.
12	Page No. 12, Clause 30(1)	30(1)	Please specify the planned/estimated date of sharing the business requirement by business division	This will be as per requirement of Business Divisions.
13	Page No. 13, Clause 30(4)	30(4)	Since this will be a Time and Material engagement please specify the significance of submitting proposed timeline and effort estimations?	This is required to evaluate Project proposals in terms of time and number of resources proposed to be deployed.

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14	Page No. 14, Clause 31(1)	Resources from multiple SDAs may also be selected for a project. However, this does not restrict UIDAI from seeking the services of other SDAs in place of the SDA securing highest points.	Can you please explain these scenario where resources from different SDA are selected and where services of someone other than highest scored SDA can be taken?	This provision has been kept in order to meet any contingencies in future where one particular SDA is unable to provide all types resources required for a particular project.
15	Page No. 15, Clause 32(2)	Before deployment background check (criminal, previous employer, credentials etc.) of selected i.e. 'Accepted' resource will be done and shared with Business Division/Tech Centre and copy to ADG (Tech-II). In case, background of the selected resource is found unsatisfactory, CV of equivalent or higher replacement shall be submitted for interview and approval by business division. SDA will submit the Background Check report before on-boarding. Besides, the approved list of resources working from Technology Centre to be shared with ADG (Admin) of Technology Centre	As as standard practice, we do the background check of our resources at the them joining the company, will that Background check report will be good enough. Or do we need to get the background check done again.	Yes, the background check report carried out by SDA will be sufficient.
16	Page No. 16, Clause 33(5)	The SDA shall be fully responsible for regular monitoring of progress, testing and timely delivery of milestones as per purchase order. It will also propose periodic review meetings as deemed essential. SDA shall nominate one of its official as single point of contact for a particular assignment.	This makes an assignment a Fixed Priced Project. And in case, resources from more than one SDA are hired, then who's project plan will be followed. And who will be responsible for overall progress.	The concerned Business division will decide all these aspects, if required before issuing purchase order
17	Page No. 16, Clause 33(6)	In case the replacement is required fresh on boarding process shall be initiated	Replacement will be done by same SDA, or can be fulfilled by others as well. What is the notice period required incase the resource asks for off-boarding.	Yes, replacement will have to be provided by the same SDA. One month notice period will be given in such case.

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18	Page No. 19, Section IV(8)	UIDAI may by written notice sent to the empanelled firm, terminate the Purchase order, in whole or in part, with 30 days notice, at its convenience.	Payment of Notice period will be made?	During the notice period of one month Agency shall be paid only 75 % of the respective man month rate on pro rata basis
19	Page No. 19, Section IV Clause 16	Payment terms	Can you please explains a) and b) of this section? Basically we want to know about "Development Milestone Based Payment" and "Fixed Payments"	Business division will decide upon the payment methodology to be followed out of the two listed in RFE, during project proposal formulation stage.
20	Page No 21, Section V Clause 24	24	It is mentioned that "For each assignment under the empanelment, UIDAI shall constitute an evaluation committee for selection of the agency from the empanelled agencies. Empanelled agencies shall be asked by UIDAI to submit the resume of the proposed resources for the specific task. UIDAI shall conduct an interview of all proposed resources of the finalised agency, before issue of final Purchase Order". Will all the assignments be rolled out post empanelment of 15 SDAs? Or will the assignments be shared with empanelled SDAs on need basis over the period of contract?	All future assignments will be shared with all Empanelled SDAs
21	Page No. 21, Section V Clause 24	24	Can there be a scenario where no resources is selected from empanelled SDE for any assignment? Will billing be done only for resources who are selected for assignment?	Billing will be only for those SDAs who have been assigned any project during their Empanelment.
22	Page No. 22, Section V Clause 31	The resources may however, be required by UIDAI to travel to other locations in India in relation to the work assigned. The empanelled SDAs will be asked to include envisaged travel/stay cost in their project proposals at the time of selection of Empanelled SDAs for a Project. This will be included towards overall project cost for the purpose of	How can SDA can travel cost in any project. We understand that SDA will present only timeline and total efforts along with team matrix, nowhere additional cost can be shared. Please comment.	These details will be shared with Empanelled SDAs at the project proposal stage by Business divisions of UIDAI.

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		evaluation		
23	Page No. 23, Section V Clause 36	36	Is it mandatory for a SDA to have all the required resources as mentioned in skill requirement table?	Empanelled SDAs will be required to provide resources as per their Techno-commercial proposals. In case a particular skill set is not available, UIDAI will have the right to source these roles from other empanelled agencies and place them as part of the team for a specific task/project
24	Page No. 28, Annexure C	Marks Obtained	Does bidder need to self-claim the "Marks obtained"?	No.
25	Page No. 34, Annexure D	Techno Commercial Evaluation	Can you please share the parameters on which "Techno Commercial Evaluation" will be done?	Techno Commercial evaluation criteria will be specified by concerned Business Division at project proposal formulation stage.
26	General	Checklist	Can you please share any checklist for bid submission?	Okay. It will be shared as part of these clarifications

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S. No.	RFP Page no, clause no	RFP Clause details/	Bidder's Query/Suggestion	UIDAI Reply
27	Page No. 22, Section V Clause 31	The Business division will specify primary location for each resource in its original proposal as well as in purchase order.	As per what we understand that we need to provide manpower on different technology as per RFP . Sir I need to understand Technical manpower required will be provided by SDA at UIDAI location or we need to provide Technical manpower at UIDAI office.	Resources engaged under the empanelment from the empanelled agencies can be deployed at its Head quarter at Delhi or UIDAI Technology Center Bengaluru for each project. The Business division will specify primary location for each resource in its original proposal as well as in purchase order. The resources will be deployed at their primary location by the SDA.
28		Not Mentioned	No of Technical resources required by UIDAI is not mentioned in said RFP. What will be time duration for the same.	Number of resources and time duration will be projects specific
29		Not Mentioned	How many SDAs to be empanelled. Is there is restriction in nos.	Maximum 15
30	Page No. 8, Section II Clause 26		Can other technologies which are not mentioned in the "Technology Matrix" such as .Net, MVC, Dynamics 365(MSCRM) be considered for the Projects to be submitted?	Projects based on these technologies will also be considered for evaluation.
31	Not Mentioned		Will Cloud based implementations be considered for the Projects to be presented?	Yes, if any Project requires the use of Cloud based implementations
32	Not Mentioned		Can the current Landscape of applications of UIDAI be reviewed? Is there any specific protocol / methodology for implementations?	Current applications of UIDAI are reviewed periodically for inclusion of new feature and functionalities as well as to cater for latest security threats.
33	Page No. 39, Annexure F (Pt. 9)		Is there any standard Non Functional Requirements (NFR) for reference?	There is no standard list of non-functional requirements for UIDAI. These are project specific.

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34	Page No.7 Sec II (Pt. 24)	A maximum of 5 page write-up (for all three projects) in Calibri 12 fonts + citations should be furnished as part of bid.	The RFP says about furnishing citations for the projects as part of bid . Our understanding is while describing the project, citation should refer to 'Technology Matrix', kindly confirm and suggest if otherwise	Citations are not mandatory but can be added.
35	Page no.15 Sec II Pt 33(2)	Before deployment background check (criminal, previous employer, credentials etc.) of selected i.e. 'Accepted' resource will be done	It is stated that resources should provide information including criminal record if any . What is expected here- a police clearance certificate or self-declaration by resource/SDA?	Self declaration by resource/SDA.
36	Page no. 22 Sec V Pt. 31	Resources engaged under the empanelment from the empanelled agencies can be deployed at its Head quarter at Delhi or UIDAI Technology Center Bengaluru for each project.	Primary location of deployment of resource: What is the ratio of project going to be executed at Delhi and Bangalore location.	It is not fixed and will depend upon nature of each project.

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Para	For	Read as
12	<p>Earnest Money Deposit (EMD). All software development agencies shall deposit Earnest money with Sh. Kamaldeep Singh Bhatia, Deputy Director (Tech-II), UIDAI HQs (before last date & time of Proposal Submission) as under:-</p> <p>Earnest Money Deposit (EMD) Earnest Money Deposit by the bidders:</p> <p>i. An EMD of the value “Rs.28 lakhs” will be submitted in the form of Demand Draft in favor of “Unique Identification Authority of India” payable at New Delhi.</p> <p>ii. EMD in the form of Bank Guarantee will also be accepted. The Bank Guarantee may be addressed to the ‘Unique Identification Authority of India’ payable at New Delhi. The Bank Guarantee should be valid for minimum 45 days beyond the proposal validity period.</p> <p>iii. Proposal not accompanied by EMD shall be rejected as nonresponsive.</p> <p>iv. No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit.</p> <p>Page 5 of 58</p> <p>v. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract.</p> <p>vi. EMD is to be obtained from the bidders except for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department.</p>	<p>Earnest Money Deposit (EMD). All software development agencies shall deposit Earnest money with Sh. Kamaldeep Singh Bhatia, Deputy Director (Tech-II), UIDAI HQs (before last date & time of Proposal Submission) as under:-</p> <p>Earnest Money Deposit (EMD) Earnest Money Deposit by the bidders:</p> <p>i. An EMD of the value “Rs.28 lakhs” will be submitted in the form of Demand Draft in favor of “Unique Identification Authority of India” payable at New Delhi.</p> <p>ii. EMD in the form of Bank Guarantee will also be accepted. The Bank Guarantee may be addressed to the ‘Unique Identification Authority of India’ payable at New Delhi. The Bank Guarantee should be valid for minimum 45 days beyond the proposal validity period.</p> <p>iii. Proposal not accompanied by EMD shall be rejected as nonresponsive.</p> <p>iv. No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit.</p> <p>Page 5 of 58</p> <p>v. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract.</p> <p>vi. EMD is to be obtained from the bidders except for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department.</p> <p style="text-align: center;">Or</p> <p>In lieu of EMD</p> <p>“the Bidders may submit a bid securing declaration accepting that if they withdraw or modify their bids during the period of validity, or if they are finally shortlisted for the empanelment and they fail to sign the contract, or fail to submit the Empanelment security Deposit of Rs. 5 lakhs before the deadline defined in the request for empanelment document, they will be suspended for the period of three years from being eligible to submit bids for contracts with UIDAI”</p>
13	<p>Forfeiture of EMD. The EMD shall be forfeited by UIDAI in the following events:</p> <p>a) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof</p> <p>b) If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.</p> <p>c) If the Bidder tries to influence the evaluation process.</p> <p>d) If the Bidder/s selected as ‘Software Development Agency’ chooses to withdraw the Bid before the finalization process.</p> <p>e) If the successful bidder fails to sign the contract or the Empanelment security deposit is</p>	<p>Forfeiture of EMD. The EMD shall be forfeited by UIDAI in the following events:</p> <p>a) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof</p> <p>b) If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.</p> <p>c) If the Bidder tries to influence the evaluation process.</p> <p>d) If the Bidder/s selected as ‘Software Development Agency’ chooses to withdraw the Bid before the finalization process.</p> <p>e) If the successful bidder fails to sign the contract or the Empanelment security deposit is not submitted within the time specified.</p>

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Para	For	Read as
	not submitted within the time specified.	Or <u>In case of Bid Declaration form</u> submitted by the bidder, if a bidder found to be guilty of para 13 (a) to (e), the bidder will be suspended for a period of 3 years from participating in any of the bids invited by UIDAI.

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ANNEXURE- G

INTEGRITY PACT

Between

Unique Identification Authority of India (UIDAI) hereinafter referred to as "The Principal",

and

..... hereinafter referred to as "The Bidder"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----

. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a) No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- b) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
- c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988(PC Act), or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder

(1) The Bidder commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

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- a) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder will not commit any offence under the relevant IPC/PC Acts; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The bidders(s) of foreign origin shall disclose the name and address of Agents/representatives in India if any. Similarly the Bidder(s) of Indian nationality shall furnish the name and address of foreign principals if any.
 - e) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) *The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.*

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award or during execution has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) *If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions,*

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the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage.

The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security or will execute Bid-Securing Declaration.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Bidder liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

Section 5 - Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders

(1) The Principal will enter into agreements with identical conditions as this one with all Bidders.

(2) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders

If the Principal obtains knowledge of conduct of a Bidder or an employee or a representative or an associate of a Bidder which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the successful Bidder 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman, UIDAI.

Section 9 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.*
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.*
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.*

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

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Pre-Qualification Checklist:

Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required	Up loaded (Y/N)	Page No. of bid	Key details of submitted documents
Pg 40	Integrity Pact	Format as per Annexure-G			Date of submission of Integrity Pact
Pg 42	Non Disclosure Agreement	Format as per Appendix - H			Date of submission of NDA
Pg 12	BG OF EMD	BG for EMD			BG Date
					BG No.
Pg 6	1. Legal Entity/ Registration of Company 2. Registration with Tax Authorities	Self-declaration			Name of Organization Date of declaration
		Certificate of Incorporation			Name of Company Date of incorporation Place of incorporation
		Certificate of Registration			Name of Partnership Firm Date of registration Place of registration
					Proof of being registered as Start up as per Department of Industrial Policy and Promotion (DIPP), under the Union Ministry for Commerce and Industry notifications
Pg 6	Annual Turnover	Audited/ Certified financial statements or a certificate from the Company Secretary/Statutory auditors of the Company qualifying the revenue.			annual turnover financial year (2017-2018)
					annual turnover financial year (2018-2019)

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Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required	Up loaded (Y/N)	Page No. of bid	Key details of submitted documents
Pg 6	Minimum Experience in the similar business.	a) Copy of Certificate of Incorporation b)Self certification by authorised signatory.			
Pg 6	Minimum number of projects	Completion certificate from client or CS			
Pg 6	Man power availability	Certificate from the HR head of the Agency.			Date of declaration
Pg 6	Blacklisting	Self-declaration			Date of declaration

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____