

F. No.: 13012/105/2017/UIDAI-Legal

Dated: 03rd August, 2017

**Request for Empanelment
of
Law Firms**

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA,
Ministry of Electronics & Information Technology (MeitY)
GOVERNMENT OF INDIA,
NEW DELHI**

Contents

SECTION I – INVITATION TO BID.....	7
1. INTRODUCTION.....	7
1.1 PREAMBLE	7
1.2 SCHEDULE FOR INVITATION TO BID.....	9
1. NAME OF THE PURCHASER.....	9
2. METHOD OF SELECTION.....	9
3. NAME OF THE ASSIGNMENT.....	9
4. DETAILS OF PURCHASER AND SCHEDULE FOR INVITATION TO BID	9
5. EMD/BID SECURITY	11
6. BID DOCUMENT FEE	11
7. PROCEDURE FOR SUBMISSION OF ONLINE BIDS ON CPP PORTAL	11
SECTION II – INSTRUCTIONS TO BIDDER.....	15
1. INTRODUCTION.....	15
2. ONLINE BIDS SUBMISSION PROCESS	17
3. BID PRICES.....	17
4. FIRM RATES.....	19
5. DISCOUNT	19
6. EMD/BID SECURITY	19
7. PERIOD OF VALIDITY OF BIDS.....	21
8. FORMAT AND SIGNING OF BID	21
9. ADDRESS FOR CORRESPONDENCE	21
10. OPENING OF BIDS BY UIDAI.....	21
11. CRITERIA FOR EVALUATION OF BIDS	23
12. EVALUATION OF PRE-QUALIFICATION BIDS	23
13. PRE-QUALIFICATION OF BIDS	23
14. EVALUATION OF TECHNICAL BIDS	25
15. EVALUATION OF FINANCIAL/COMMERCIAL BIDS.....	27
16. UIDAI'S RIGHT TO VARY SCOPE OF CONTRACT	29
17. UIDAI'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	29
18. CLARIFICATION.....	29

19. NOTIFICATION OF EMPANELMENT	29
20.EXECUTION OF CONTRACT	29
21. PERFORMANCE SECURITY	29
22. LANGUAGE OF BIDS.....	31
23. BIDDER AUTHORISED REPRESENTATIVE.....	31
24. CONTACTING THE UIDAI.....	31
25. REVELATION OF PRICES.....	31
26. LOCAL CONDITIONS.....	31
27. AMENDMENT TO THE BID DOCUMENT.....	32
28. FRAUD AND CORRUPTION.....	32
29. SUBMISSION OF BID	32
30. NON-ELIGIBLE BIDDERS	32
31. CLARIFICATION ON BID DOCUMENT	32
32. CONFIDENTIALITY	32
33. PROPOSAL FORMAT AND CONTENT	32
33.1 PRE-QUALIFICATION PROPOSAL	33
33.2 TECHNICAL PROPOSAL.....	33
33.3 FINANCIAL PROPOSAL	33
SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC).....	34
1. GENERAL PROVISIONS.....	34
1.1 DEFINITIONS	34
1.2 RELATIONSHIP BETWEEN THE PARTIES	34
1.3 LAW GOVERNING THE CONTRACT.....	34
1.4 LANGUAGE	35
1.5 NOTICES.....	35
1.6 LOCATION.....	35
1.7 AUTHORIZED REPRESENTATIVES	35
1.8 TAXES AND DUTIES.....	35
1.9 FRAUD AND CORRUPTION.....	35
1.10 LIMITATION OF LIABILITY	37
1.11 PERFORMANCE SECURITY	37

1.12 PRICE FALL	37
1.13 "NO CLAIM" CERTIFICATE.....	38
1.14 CONFLICT OF INTEREST	38
2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT.....	40
2.1 EFFECTIVENESS OF CONTRACT	40
2.2 TERMINATION OF CONTRACT FOR FAILURE TO BECOME EFFECTIVE	40
2.3 COMMENCEMENT OF SERVICES	40
2.4 EXPIRATION OF CONTRACT.....	40
2.5 AGREEMENT	40
2.6 MODIFICATIONS OR VARIATIONS.....	41
2.7 FORCE MAJEURE.....	41
2.7.1 DEFINITION	41
2.7.2 NO BREACH OF CONTRACT	41
2.7.3 MEASURES TO BE TAKEN	42
2.8 SUSPENSION	42
2.9 TERMINATION	42
2.9.1 BY THE PURCHASER.....	43
2.9.2 CESSATION OF RIGHTS AND OBLIGATIONS	45
2.9.3 CESSATION OF SERVICES	45
2.9.4 PAYMENT UPON TERMINATION.....	45
2.9.5 DISPUTES ABOUT EVENTS OF TERMINATION.....	45
2.10 PERIOD OF CONTRACT.....	46
2.11 EXTENSION OF CONTRACT.....	46
3. OBLIGATIONS OF THE BIDDER/EMPANELLED FIRM.....	46
3.1 STANDARD OF PERFORMANCE	46
3.2 BIDDERS/EMPANELLED FIRM NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC.	46
3.3 PROHIBITION OF CONFLICTING ACTIVITIES	47
3.4 CONFIDENTIALITY	47
3.5 ACCOUNTING, INSPECTION AND AUDITING	47
3.6 EMPANELLED FIRM ACTIONS REQUIRING PURCHASER'S PRIOR APPROVAL.....	47

3.7 REPORTING OBLIGATIONS	48
3.8 DOCUMENTS TO BE THE PROPERTY OF THE PURCHASER	48
3.9 EQUIPMENT, VEHICLES AND MATERIALS FURNISHED BY THE “PURCHASER”	48
3.10 EQUIPMENT AND MATERIALS PROVIDED BY THE EMPANELLED FIRM	48
3.11 INTELLECTUAL PROPERTY RIGHTS (IPR)	48
3.12 PERSONNEL OF BIDDER	48
4. OBLIGATIONS OF THE PURCHASER	49
4.1 CHANGE IN THE APPLICABLE LAW RELATED TO TAXES AND DUTIES	49
4.2 PAYMENT	49
5. PAYMENTS TO THE BIDDER	49
5.1 SCHEDULE OF COST	49
5.2 CURRENCY OF PAYMENT	49
5.3 TERMS OF PAYMENT.....	49
6. GOOD FAITH.....	49
6.1 GOOD FAITH.....	50
6.2 OPERATION OF THE CONTRACT.....	50
7. SETTLEMENT OF DISPUTES	50
7.1 AMICABLE SETTLEMENT	50
7.2 ARBITRATION.....	50
8. MISCELLANEOUS PROVISIONS.....	52
SECTION IV – STANDARD FORMS.....	53
1. PRE-QUALIFICATION/TECHNICAL PROPOSAL	53
2. FINANCIAL PROPOSAL	53
SECTION V - SCOPE OF WORK	62
1. INTRODUCTION.....	62
1.1 ABOUT UIDAI.....	62
1.2 ECOSYSTEM FOR SERVICE DELIVERY	63
2. CURRENT LEGAL SETUP	63
3. SCOPE OF WORK.....	63
4. REQUIREMENTS OF PERSONNEL: LEGAL EXPERTS, QUALIFICATION AND EXPERIENCE	64
5. ASSIGNMENT OF WORK AND PERIOD OF ENGAGEMENT	64
6. EVALUATION OF LEGAL EXPERTS.....	65
7. SERVICE LEVEL AGREEMENT AND TARGETS	65
8. SERVICE CONDITIONS	65

SECTION VI – APPENDICES.....	67
APPENDIX A - CONTRACT.....	67
APPENDIX B - PERFORMANCE BANK GUARANTEE	71
APPENDIX C - BANK GUARANTEE FOR EMD/BID SECURITY	73
APPENDIX D - NON-DISCLOSURE AGREEMENT	75
APPENDIX E–SCHEDULE OF RATES	78

SECTION I – Invitation to Bid

1. INTRODUCTION

1.1 PREAMBLE

This invitation is for “Empanelment of Laws firms” for providing legal services to Unique Identification Authority of India (UIDAI).

- a) Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bids/Offeres shall be prepared in accordance with the procedures enumerated in Sub clause number 7 of Clause 1.2 of Section-I of the RFE and should be submitted online only through CPPP portal: <https://eprocure.gov.in/eprocure/app> not later than the date and time and the address laid down in the Schedule for Invitation to Bid under Clause 1.2 of Section I. Bidder/Tenderer are advised to follow the instructions provided for online/e-submission of the bids through the Central Public Procurement Portal: <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 100 dpi with black and white option. However, bidder must ensure that the scanned documents are legible.
- b) Manual bids shall not be accepted.
- c) Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. where one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- d) Tenders including downloaded price bid template, downloaded from the UIDAI website www.uidai.gov.in or Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not be tampered in any manner. In case, if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited rendering tenderer liable to be blacklisted.
- e) Intending bidders are advised to visit UIDAI website www.uidai.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> again at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- f) The Hard Copy of original instruments in respect of cost of tender document, earnest money, original copy of affidavits, certificates, etc. must be delivered at the address as mentioned at Sub Clause number (4) of Clause 1.2 of this Section on or before bid opening date/time as mentioned at serial number 4(d) of Clause 1.2 of this Section. UIDAI may reject the bid for non-submission of original payment instrument like Demand Draft, etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non-refundable.
- g) Bids will be opened as per date and /time mentioned in serial no. 4(d) of Clause 1.2 of this Section. Price-Bid opening date will be intimated after online opening of Technical-Bids and evaluation thereof.
- h) All Bids must be accompanied by an EMD (Earnest Money Deposit) / Bid Security of amount mentioned at Sub Clause No. 5 of Clause 1.2 of this Section.

- i) The Pre-Qualification criteria at Clause 13 of Section II of RFE for the bidders should be fulfilled for consideration of the bid.
- j) The Bid Document is confidential and not transferable.

1.2 Schedule for Invitation to Bid

1. Name of the Purchaser	UIDAI acting through the Chief Executive Officer, Unique Identification Authority of India, Ministry of Electronics & Information Technology, Govt. of India, 3 rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.
2. Method of selection	Cost based selection (L-1)
3. Name of the assignment	“Empanelment of Laws firms” for providing legal services to Unique Identification Authority of India
4. Details of Purchaser and Schedule for Invitation to Bid	<p>a) Name of the Purchaser: UIDAI acting through the Chief Executive Officer, Unique Identification Authority of India, Ministry of Electronics & Information Technology, Govt. of India, 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.</p> <p>b) Addressee and Address of Tender Inviting Authority: The Deputy Director General (Legal) Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.</p> <p>c) Name of the Contact Person for any clarification: Shri Rajendra Prasad Pant, Assistant Director General (Legal), Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India 2nd Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001. Queries should be submitted via E-mail or in hardcopy. E-mail – rajendra.pant@uidai.net.in</p>

	d) Important Dates	
	Date of Publishing of RFE	03.08.2017 at 1230 hrs
	Pre-Bid Meeting	16.08.2017 at 1500 hrs
	Submission of Clarification, if any	18.08.2017 on or before 1600 hrs
	Clarification / Corrigendum to be uploaded on the CPP Portal	22.08.2017 on or before 1800 hrs
	Bid Submission Start Date	23.08.2017 at 1000 hrs
	Bid Submission End Date	04.09.2017 at 1500 hrs
	Bid Opening Date	05.09.2017 at 1500 hrs
	Financial Bid Opening Date	Will be communicated later.

<p>5. EMD/Bid Security</p>	<p>a) All Bids must be accompanied by an EMD (Earnest Money Deposit) / Bid Security of amount of INR1,00,000 (Rs. One Lakh Only) in the form of Bank Guarantee as mentioned in Appendix C of Section VI.</p>
<p>6. Bid Document Fee</p>	<p>a) The Bidder is required to pay INR500 towards Bid Document Fee, on or before bid opening date/time, in the form of a Demand Draft failing which the Bids submitted by the Bidder shall not be entertained and shall be summarily rejected. The Demand Draft should be drawn on a Scheduled Bank in favour of “Unique Identification Authority of India” payable at New Delhi.</p> <p>b) The Bid Document Fee is non-refundable. The Bid Document is non-transferable.</p> <p>c) The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation for the purposes of clarification of the bids, if so desired by the UIDAI. The UIDAI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.</p>
<p>7. Procedure for Submission of Online Bids on CPP Portal</p>	<p>The bidders are required to submit soft copies of their bids electronically on the CPP Portal using valid Digital Signature Certificate. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submit their bids online on the CPP Portal.</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.</p> <p>i) Registration</p> <ol style="list-style-type: none"> 1. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge. 2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. 3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal. 4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificate with signing key usage) issued by any Certifying

	<p>Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.</p> <ol style="list-style-type: none"> Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Bidder shall then log-in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token. <p>ii) Searching for tender documents</p> <ol style="list-style-type: none"> There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include, but not limited to, Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk. <p>iii) Preparation of bids</p> <ol style="list-style-type: none"> Bidder should take into account any corrigendum published on the tender document before submitting their bids. Bidder shall go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall specifically note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that needs to be submitted. Any deviation from this may lead to rejection of the bid. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
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	<p>4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.</p> <p>iv) Submission of bids</p> <ol style="list-style-type: none"> 1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay. 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. 3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument. 4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original EMD should reach latest by the last date and time of bid submission at the address as specified in the tender document. The details of the original EMD should match with the details available in the scanned copy and the data entered during bid submission time. In case of any mismatch, the bid will be rejected. 5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The price bid given as a standard BoQ format with the tender document is to be downloaded and to be filled by all bidders. Bidders are required to download the BoQ file, open it and complete the sky blue coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected. 6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by bidders, opening of bids, etc. Bidders should follow this time during bid
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	<p>submission.</p> <ol style="list-style-type: none"> 7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded on to the server is subjected to symmetric encryption using a system generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. 8. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details. 9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for bid opening meetings. <p>v) Assistance to bidders</p> <ol style="list-style-type: none"> 1. Queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority or the relevant contact person as mentioned at Sub Clause no. 4 (b) and 4 (c) of Clause 1.2 of this Section. 2. Queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232.
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SECTION II – Instructions to Bidder

<p>1. Introduction</p>	<p>The Unique Identification Authority of India (UIDAI) is a statutory authority established under Section 11 of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 (“Aadhaar Act, 2016”) on 12th July 2016 by the Government of India, under the Ministry of Electronics and Information Technology (MeitY).</p> <p>To effectively implement the various provisions of the Aadhaar Act, 2016, six Rules/Regulations viz. 1) Unique Identification Authority of India (Terms and Conditions of Service of Chairperson and Members) Rules, 2016; 2) Unique Identification Authority of India (Transaction of Business at Meeting of the Authority) Regulations, 2016; 3) Aadhaar (Enrolment Update) Regulations, 2016; 4) Aadhaar (Authentication) Regulations, 2016; 5) Aadhaar (Data Security) Regulations, 2016; & 6) Aadhaar (Sharing of Information) Regulations, 2016 have since been notified.</p> <p>Under the Aadhaar Act 2016, UIDAI is responsible for Aadhaar enrolment/update and authentication, including operation and management of all stages of Aadhaar life cycle, developing the policy, procedure and system for issuing Aadhaar numbers to individuals and perform authentication. UIDAI is required to ensure the security of identity information and authentication records of individuals.</p> <p>Under the Act, the UIDAI has been given the responsibility to lay down plan, policies, regulations, etc to implement the various provisions of the Aadhaar Act, 2016 own and operate the UIDAI data base, be responsible for its updation and maintenance on an ongoing basis. Implementation of the UID scheme, inter alia, entails generating and assigning UID numbers (Unique Identification Numbers called Aadhaar numbers) to residents. The key role of UID number is that of an enabler – by establishing an identity and providing an identity authentication mechanism that helps Governments to design better welfare programmes, enable residents to access benefits and services more easily wherever they live, and allows agencies and programmes to deliver benefits and services effectively and transparently. The number will thus be an identity infrastructure, and shall constitute the foundation on which multiple citizen-centric services and applications can be built. The implementation of provisions of Aadhaar Act, 2016 inter alia, includes:-</p> <ol style="list-style-type: none"> 1. Generation and assignment of Aadhaar numbers to residents, defining mechanisms and processes for enrolment, update and authentication, 2. Framing of policies and administrative procedures relating to:-
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	<ol style="list-style-type: none"> a. Maintenance and monitoring of the Resident data updation mechanisms and maintenance of UIDAI database. b. Maintenance and monitoring of the authentication mechanism by which resident identity may be authenticated by different state and non-state agencies. <p>3. For effective implementation of its tasks, the UIDAI has awarded several contracts to vendors for performing various functions. These contracts represent a significant partnership between UIDAI and numerous public/private entities. In addition, keeping in mind the requirements/limitations imposed by the nature of sensitive personal identifiable information (PII) handled in (i)enrolment, (ii) updation & maintenance and (iii)authentication and the implicit threat of a security breach and potential harm that may accompany such a situation, in addition to recognizing the importance of an effective contract management system and other legal issues underlying complex high value contracts, the UIDAI has felt the need of an effective legal support of law firms. The legal firms shall advise on an ongoing basis and assist in the management of such contracts, providing legal opinions, inputs on related issues and provide such other legal assistance as may be required, from time to time. For this purpose, it is proposed to empanel four Law Firms to assist the UIDAI in managing the various legal work and work related to contract management.</p> <p>The UIDAI will empanel four Laws firms for providing legal services to Unique Identification Authority of India. Detailed scope of the assignment/ job has been described under Scope of Work in Section V of RFE.</p> <p>Interested Bidders are invited to submit their bids including Pre-Qualification / Technical Proposal and Financial Proposal separately.</p> <p>Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. Bidders should contact the contact person as mentioned at Sub Clause no. 4 (c) of Clause 1.2 of Section I of RFE to obtain any additional information. Bidders shall bear all costs associated with the preparation and submission of their proposals.</p>
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<p>2. Online Bids Submission Process</p>	<ol style="list-style-type: none"> 1. The tender shall be submitted Online (complete in all respect) and must be uploaded on https://eprocure.gov.in/eprocure/app in two packets i.e. Two Cover system (Cover - 1: Tender Fee, EMD, Pre-Qualification, Technical bid and Cover -2: Financial bid), Bidder must follow the procedure as detailed at serial no. 7 of Clause 1.2 of Section I of RFE. 2. The bid shall be submitted online, the Signed and Scanned copy of all the required documents in – <ol style="list-style-type: none"> A. Cover -1, Part-1 having, viz., <ul style="list-style-type: none"> • Tender Fee + EMD B. Cover -1, Part-2 having, viz., Documents as mentioned at FORM 2 of Pre-Qualification/Technical Proposal in Section IV of this RFE C. Cover-2 having viz., <ul style="list-style-type: none"> • Financial Bid Submission (FORM FIN-1 & 2 of Financial Proposal at Section IV of this RFE) • Schedule of price bid in the form of BOQ_XXXX.xls 3. All the pages of bid being submitted must be signed by the bidder's authorised representative and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All the files mentioned should be in PDF format except for the BOQ which should be .xls format. 4. Only the offers submitted online shall be considered. No correspondence will be entertained in respect of offers submitted by other modes. 5. Original Instruments for EMD (as per Bank Guarantee Format in Appendix C of Section VI) and Demand Draft for Tender Fee must be submitted on or before the last date of submission of Bids at the address, date and time as mentioned at Sub Clause number 4 of Clause 1.2 of Section I of the RFE.
<p>3. Bid Prices</p>	<ol style="list-style-type: none"> 1. The Financial /Commercial Proposal-Schedule of Rates format as mentioned in Financial Proposal of Section IV is also provided as BOQ_XXXX.xls along with this tender document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this BOQ_XXXX.xls 'as it is' and quote their offer/rates (in percentage) in the prescribed column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. 2. The rates quoted (in percentage) in the above mentioned proforma will be used to calculate final rates. 3. In the absence of the above information, the bid may be considered

	<p>incomplete and summarily rejected.</p> <p>4. The Bidder shall prepare the bid based on details provided in the Bid documents.</p>
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4. Firm Rates	<ol style="list-style-type: none"> 1. Rates quoted (in percentage) must be firm and final and shall not be subject to any upward modifications, on any account whatsoever throughout the currency of contract. 2. The Financial/Commercial Proposal should clearly indicate the rates (in percentage) above or below the Base rates as mentioned in FORM FIN-2. These rates shall be exclusive of taxes, without any qualifications whatsoever and should separately mention all taxes including GST, duties, fees, levies, and other charges, etc. as may be applicable in relation to the activities proposed to be carried out. Prices quoted in the Financial/Commercial Proposal of Section IV and BOQ_XXXX.xls should be same and in case of any deviation, price quoted in BOQ_XXXXX.xls will be considered. UIDAI, at its discretion, may ask for clarification with respect to taxes including GST, duties, fees, levies, and other charges, etc. 3. The UIDAI, reserves the right to review and negotiate the rates payable for Services at the beginning of each year or at any other time.
5. Discount	<ol style="list-style-type: none"> 1. The Bidders are advised not to indicate any separate discount. Unconditional Discounts, if any, should be merged with the quoted rates. Discount of such type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the UIDAI shall avail such discount at the time of award of contract.
6. EMD/Bid Security	<ol style="list-style-type: none"> 1. The Bidder, shall furnish, as part of its bid, EMD/Bid security of the amount mentioned at Sub Clause number 5 of Clause 1.2 of Section I of the RFE. 2. The EMD/Bid security is required to protect the UIDAI against the risk of Bidder's conduct which would warrant the bid security's forfeiture, pursuant to Sub Clause 7 of this clause. 3. The EMD/Bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee issued by a Scheduled Bank, in the proforma provided at Appendix C of Section VI of this RFE and shall be valid for 45 days beyond the validity of the Bid. 4. Any bid not secured in accordance with Sub Clause 1 and 3 of this Clause will be rejected by the UIDAI as non-responsive. 5. EMD/Bid security of unsuccessful Bidder will be returned as

	<p>promptly as possible, but not later than 30 days after the award of contract to the selected bidder.</p> <p>6. EMD/Bid security of the successful Bidder will be returned upon the Bidder executing the Contract, pursuant to Clause 20 of this Section and furnishing the Performance Security, pursuant to Clause 21 of this Section.</p> <p>7. The EMD/Bid security may be forfeited,:</p> <ol style="list-style-type: none"> a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or b. In the case of a successful Bidder, if the Bidder fails; <ol style="list-style-type: none"> i. to execute the Contract in accordance with Clause 20 of this Section; ii. to furnish Performance Security in accordance with Clause 21 of this Section.
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7. Period of Validity of Bids	<ol style="list-style-type: none"> 1. Bids shall remain valid for 180 days after the last date of submission of bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive. 2. In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of EMD/Bid security provided shall also be suitably extended. However, a Bidder will not be permitted to modify its bid.
8. Format and Signing of Bid	<ol style="list-style-type: none"> 1. The bid must contain the name, office, office addresses including telephone number(s) and e-mail of the person(s) who are authorized to submit the bid with their signatures. A certificate in form of Power of attorney or board resolution in the name of person(s) who has signed the bid must be submitted by the bidder certifying that the person(s) who signed the bid is an authorized person on behalf of the company. 2. Unsigned, un-stamped and bids without certificate for authorized person from bidder shall not be accepted. 3. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid. 4. All pages of the bid being submitted must be legible, sequentially numbered and signed by the bidder or authorized person irrespective of the nature of content of the documents before uploading. Ambiguous bids will be out rightly rejected.
9. Address for Correspondence	<p>The Bidder shall designate the official mailing address, place, contact number and email to which all correspondence shall be sent by the UIDAI.</p>
10. Opening of Bids by UIDAI	<ol style="list-style-type: none"> 1. Online bids (complete in all respect) received along with Bank Guarantee (as per Appendix C of Section VI) for EMD/Bid security (in physical form) and Demand Draft for Tender Document Fee (in physical form) will be opened as mentioned at Sub Clause number 4 of Clause 1.2 of Section I. Bid received without EMD/Bid Security will be rejected straight way. Original instrument for EMD/Bid Security and Tender Fee must be submitted at the address mentioned at Sub Clause number 4 (b) of Clause 1.2 of Section I on or before the last date and time of submission of Bids as mentioned at Sub

	<p>Clause number 4 (d) of Clause 1.2 of Section I of the RFE.</p> <ol style="list-style-type: none"> 2. A duly constituted Evaluation Committee (EC) will evaluate the bids as per eligibility criteria mentioned at clause 11 of this Section. 3. Bids of only eligible and qualified bidders will be taken up for further evaluation. 4. UIDAI may at its discretion, as considered appropriate, announce at the time of bid opening, the name of Bidder, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and other such details.
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11. Criteria for Evaluation of Bids	Cost based selection method of Bidder shall be adopted. The evaluation will be done in phases by the Evaluation Committee (EC) constituted by UIDAI. UIDAI may seek specific clarifications from any or all Bidders at any time during the process of evaluation.
12. Evaluation of Pre-Qualification Bids	<p>The Evaluation Committee (EC) shall first evaluate the Pre-Qualification Proposal as per the Pre-Qualification Criteria detailed in Clause 13 of this Section. The Pre-Qualification proposal shall be evaluated based on the information provided in the FORM 1 & 2 (Section IV) and the supporting documents.</p> <p>The Technical proposals of only those bidders will be evaluated, who qualify in the evaluation of the pre-qualification proposals.</p>
13. Pre-Qualification of Bids	<p>The Technical Proposals of only those bidders who meet the pre-qualification criteria will be evaluated. Bidders failing to meet the following pre-qualification criteria or not submitting requisite proof thereof, are liable to be rejected summarily:</p> <ol style="list-style-type: none"> 1. Bid Document Fee for Rs. 500/- in the form of Demand Draft (in original) as mentioned at Sub Clause number 6 of Clause 1.2 of Section I of RFE. 2. EMD/Bid Security of Rs.1.00 Lakh (Rupees One Lakh Only) in the form of Bank Guarantee (in original) as mentioned at Sub Clause number 5 of Clause 1.2 of Section I of RFE and validity pursuant to Clause 7 of this Section. 3. The bidder, should be incorporated as proprietorship or partnership firms or Limited Liability Partnership or Company under the Companies Act, 1956 (but not being Joint Ventures or associations) duly registered under the applicable laws of India for at least last five years from the last date of bid submission and shall have all requisite licenses/approvals for legal practice in India. The bidder(s) shall submit its Certificate of Incorporation/ Registration, as applicable. 4. The bidder should not be debarred or blacklisted from carrying out business with the UIDAI or the Ministry of Electronics & IT or the Central/State Government/Autonomous Bodies, etc. at the time of the submission of the bid. A similar ban subsequent to the submission of the bid, but before the notification of Empanelment shall also disqualify the bidder. Bidder shall submit an undertaking in this regard. 5. CEO/Director/Partner/Proprietor of the legal/law firm should have a valid enrolment certificate from the Bar Council of any State/India. The bidder shall submit a copy of the valid enrolment certificate signed by the authorised bid signatory. 6. Firm should have employees with experience of at least 5 years in

	<p>the areas mentioned below in such a way that each of the areas mentioned below is covered by such employees with at least 5 years of experience:</p> <ul style="list-style-type: none"> • Contract Laws • Criminal Laws • Information Technology Laws • Banking Laws <p>Undertaking to this regard signed by the authorised bid signatory should be submitted.</p> <ol style="list-style-type: none"> 7. The bidding law Firms should have an average annual turnover of Rs.10 Crore (Ten Crore) in legal services for the past three years viz. 2014-15, 2015-16 and 2016-17. The turnover refers to the turnover of the law firm bidding for this RFE and not the composite turnover of its subsidiaries/sister concerns, etc. The bidder must submit signed and scanned copy of the Audited Balance Sheets for last 3 financial years ending on 31.03.2017 along with the bid clearly highlighting the required portion. In case Audited Balance Sheet for the year 2016-17 is not available then turnover of 2013-14, 2014-15 and 2015-16 should be furnished. However, in the case of non-availability of audited balance sheets, a Certificate from the Statutory Auditor of the Bidder's Company certifying the turnover of the Bidder for the respective financial years would be acceptable. 8. The Bidder should be on the panel of at least 3 Government Departments/PSUs/Autonomous Bodies at the last date and time of submission of bids for this RFE. 9. The Bidder should have successfully handled at least five cases for Government/PSUs/Autonomous Bodies, etc. in the preceding three years from the last date and time of submission of bids for this RFE. 10. The Bidder should have its registered office in Delhi/NCR. 11. Bidder should provide signed and scanned copy of its valid Service Tax Number (or GSTN, as applicable) and PAN. 12. Bidder's authorised representative should submit signed and scanned copy of the Authorization letter in form of Power of attorney or Board resolution, as mentioned at Clause 23 of this Section.
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14. Evaluation of Technical Bids

1. The EC shall evaluate the Technical Proposals on the basis of the bidders' response to this RFE and by applying the evaluation criteria specified below. Evaluation Committee while evaluating the Technical Proposals will have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendations. Bidders, if asked for, shall make presentation to Evaluation Committee. Each responsive proposal will be given a technical score (TS). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFE or if it fails to achieve the minimum technical score as mentioned below.
2. Evaluation of the technical proposals would be carried out as given below:-

Evaluation Criteria	Max. Marks	Marking criterion	Supporting to be submitted by bidders
Relevant legal experience of the Firm in representing Central Government	60	Maximum 20 mark for each complex case	Bidder shall submit (As per FORM-2 (b) Bidder Company Experience of Section IV of this RFE) and present three most complex cases / work demonstrating strength, innovativeness and legal capability of the firm, one each in following area :- 1. Case in High Court of Delhi 2. Arbitration 3. Drafting of Contract
Profile of team members proposed for this RFE	40	(i) Maximum 5 marks for each CV and Interaction of one proposed resource (Maximum : 30 Marks) (ii) Overall assessment of the proposed team (Maximum :10 Marks)	Bidder shall provide CVs of 6 relevant persons proposed to be engaged against this RFE (As per FORM-2(b), Bidder Company Experience of Pre Qualification/Technical Proposal of Section IV of this RFE)
Total marks	100		

TS = Technical Score obtained as per the above criteria

	<p>3. The minimum technical score (TS) required for technical qualification is 75 Points.</p> <p>4. Interaction shall be conducted based on CVs submitted with the bid, in accordance with clause 4 of Section-V. Interaction shall be taken by the duly constituted Evaluation Committee formed for the purpose. The respective bidders shall be intimated during the technical evaluation stage about the venue, time and date of the interaction.</p> <p>5. Slots will be communicated to all the respective bidders for presentation. Presentation duration will be of maximum 30 minutes for each bidder.</p>
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15. Evaluation of Financial/Commercial Bids

1. Financial/Commercial bids of only technically qualified bidders, based on the evaluation as per Clause 14 of this Section, shall be opened publicly on the date and time communicated by the UIDAI. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail in each case.
2. Criteria for evaluation of Commercial bids:-
 - a. The bidder shall quote rates above or below (in percentage) the rates mentioned in the Appendix E- Schedule of rates in Section VI of RFE. For example, the bidder may quote rates at below 4.5% of the rates mentioned in the Appendix E. This shall imply that the rates mentioned against each item of work (as well as on combined basis for all the works put together) in the Appendix E-Schedule of rates shall be reduced by 4.5%. i.e. financial quote shall be “XXX-4.5% of XXX”. Where XXX is the rate as per the schedule of rates. The rates for the bidder for commercial evaluation shall be reduced by 4.5% for each category of work.
 - b. In case the bidder quotes (+) 4.5%, this would imply that the rates mentioned against each item of work (as well as on combined basis for all the works put together) in the Appendix E- Schedule of rates shall be increased by 4.5%. i.e. financial quote shall be “XXX+4.5% of XXX”. Where XXX is the rate as per the schedule of rates. The rates for the bidder for commercial evaluation shall be increased by 4.5% for each category of work.
 - c. In case the Bidder quotes 0% in the financial bid, then in that case rates shall remain unchanged as per the Appendix E- Schedule of rates in the financial bid of the bidder.
 - d. Bidder(s) quoting incredibly low rates (in percentage) will be rejected. Commercial Bids resulting in rates lesser than 70% of the rates mentioned at Appendix E- Schedule of rates will be rejected.
 - e. Conditional bids shall not be accepted and shall be rejected.
 - f. The bids not in compliance to the commercial bid format shall be rejected.
3. Commercial bids of the qualified bidders will be evaluated on the basis of final rates arrived at (in percentage) after considering the quoted rates as per Sub Clause 2 of this Clause.
4. Subject to compliance to Sub Clause 2 and 3 of this Clause, amongst the qualified bidders, L1 bidder shall be the one with minimum value of rate arrived at (in percentage) in the Financial/Commercial Bid. A list of L1, L2, L3.....and so on will be prepared.
5. A panel of upto four vendors will be formed by giving successive opportunity to L2, L3, L4.... bidders to match the minimum value of

	<p>rate arrived at (L1) as above. If less than three bidders other than L1 bidder agree to match the L-1 rates, there may be only limited vendors (say 1,2 or 3) on panel.</p> <p>6. Financial/Commercial Bids resulting in highest rate arrived at (H-1 bidder) shall not be considered for the empanelment.</p>
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16. UIDAI's Right to Vary Scope of Contract	<ol style="list-style-type: none"> 1. The UIDAI may at any time during the period of contract, make changes within the general scope of the Contract in writing to the Empanelled Law Firm. 2. The UIDAI reserves the right, not to purchase all or partial services quoted by the bidder in this bid. 3. The UIDAI reserves the right to empanel more firms at any time during or before the contract period.
17. UIDAI's Right to Accept Any Bid and to Reject Any or All Bids	<p>The UIDAI reserves the right to accept any bid, and to annul the Bid process and reject all the bids at any time prior to Execution of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the UIDAI's action.</p>
18. Clarification	<p>When deemed necessary, UIDAI may seek clarification on any aspect from the Bidder during the bid evaluation process. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted in percentage.</p>
19. Notification of Empanelment	<ol style="list-style-type: none"> 1. Prior to the expiration of the period of bid validity, the UIDAI will notify the successful Bidder in writing by registered letter or email, along with a confirmation in writing by registered letter, that its bid has been accepted. 2. Within 7 days of receipt of the Contract Form, the successful Bidder shall submit the acceptance of the notification of Empanelment to the UIDAI. 3. UIDAI upon executing the contract with successful bidder(s), pursuant to Clause 20 of this section, will also promptly notify each unsuccessful Bidder and will discharge their bid security, pursuant to Clause 6 of this section.
20. Execution of Contract	<ol style="list-style-type: none"> 1. At the same time as the UIDAI notifies the successful Bidder that its bid has been accepted, the UIDAI will send Contract Form to the successful Bidder. 2. Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.
21. Performance Security	<ol style="list-style-type: none"> 1. Within 10 days of the receipt of notification of Empanelment from the UIDAI, the successful Bidder shall furnish the performance security in accordance with the clause 1.11 of Section III, General Conditions of Contract. The Performance Security shall be in the form of Performance Bank Guarantee prescribed at Appendix B of Section VI. 2. Failure of the successful Bidder (s) to comply with the requirement

	<p>of this Clause shall constitute sufficient grounds for the annulment of the notification of empanelment and forfeiture of the EMD/bid security. In such case, UIDAI may initiate further course of action for empanelment of successive bidder(s), as per Sub Clause 5 of Clause 15 of this Section or call for new bids.</p>
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22. Language of Bids	The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the UIDAI, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.
23. Bidder Authorised Representative	<ol style="list-style-type: none"> 1. The Bidder's authorised representative who signs the bid on behalf of the bidder shall be its duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder's authorised representative. 2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must submit copy of Power of attorney or board resolution in the name of the representative. The Bidder shall clearly indicate that the person signing the Bids have capacity to sign the bid. 3. The Bidder shall sign and seal all documents/ pages of its Bid with the exact name of the law firm to whom the contract is to be issued.
24. Contacting the UIDAI	<ol style="list-style-type: none"> 1. The bidder may communicate for any clarification on bid document as mentioned at Clause 31 of this Section. 2. No Bidder shall contact the UIDAI on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded except when specifically called by UIDAI in course of processing this RFE. 3. Any effort by a Bidder to influence the UIDAI's Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.
25. Revelation of Prices	Bidder(s) shall not reveal the quoted rates (in percentage) in any form or manner for any reason whatsoever before opening of the Financial/Commercial Bid which may lead to rejection of their bid.
26. Local Conditions	<ol style="list-style-type: none"> 1. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost. 2. It will be imperative for each Bidder to fully acquaint themselves of all conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. 3. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid and that no claim whatsoever for any change in the rates mentioned in the contract executed shall be entertained by the UIDAI.

27. Amendment to the Bid Document	<div>1. At any time prior to the last date and time 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 Document by way of amendment.</div> <div>2. The amendment will be notified by UIDAI on CPP Portal/UIDAI website and will be binding on all bidders.</div> <div>3. The UIDAI may, at its discretion, in order to provide prospective Bidders, reasonable time to take the amendment into account for preparing their bids, extend the last date and time of submission of Bids.</div>																		
28. Fraud and Corruption	It is required that Bidders participating in the project adhere to the highest ethical standards as per the clause 1.9 of Section III-GCC.																		
29. Submission of bid	Bidder(s) shall submit only one bid. If a Bidder submits or participates in more than one bid, such bidders shall be disqualified.																		
30. Non-Eligible Bidders	Sub-bidders, Contractors, joint-ventures or consortiums shall not be allowed to participate in this RFE.																		
31. Clarification on Bid Document	<div>1. A prospective Bidder requiring any clarification on the Bid document may notify the UIDAI in writing at the UIDAI’s e-mail address indicated at Sub Clause number 4 (c) of Clause 1.2 of Section I of this RFE. The consolidated queries must be submitted in Microsoft Excel format as follows:</div> <table><tr><td colspan="6">Name of Bidder:</td></tr><tr><td>Sr. No</td><td>Section No.</td><td>Clause No.</td><td>Page number of Section</td><td>Existing Provision in the Clause</td><td>Clarification Sought</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <div>2. The UIDAI will respond, to such request received for clarifications on the Bid document within the time prescribed at Sub Clause number 4 (d) of Clause 1.2 of Section I of this RFE.</div>	Name of Bidder:						Sr. No	Section No.	Clause No.	Page number of Section	Existing Provision in the Clause	Clarification Sought						
Name of Bidder:																			
Sr. No	Section No.	Clause No.	Page number of Section	Existing Provision in the Clause	Clarification Sought														
32. Confidentiality	Information relating to evaluation of bids and recommendations concerning Empanelment shall not be disclosed to the Bidders or to other persons not officially concerned with the process, until the execution of the Contract. The undue use of confidential information by any Bidder may result in the rejection of its bid.																		
33. Proposal Format and Content																			

33.1 Pre-qualification Proposal	The Bidders shall provide all documentary evidence relating to Pre-Qualification as mentioned in Clause 13 of Section II and in the forms as mentioned in Section IV of this RFE. This shall be evaluated as per Clause 12 and 13 of this Section.
33.2 Technical Proposal	The Bidders shall provide all documentary evidence relating to Technical evaluation as per Standard Forms under Section IV of the RFE. This shall be evaluated as per Clause 14 of this Section.
33.3 Financial Proposal	The Financial Proposal shall be prepared as per Standard Form under Section IV and the Price BOQ_XXXX.xls . This shall be evaluated as per Clause 15 of this section.

SECTION III – General Conditions of Contract (GCC)

1. GENERAL PROVISIONS

1.1 Definitions	<p>Unless the context otherwise requires, the following terms wherever used in this Contract have the following meanings:</p> <ol style="list-style-type: none"> “Applicable Law” means the laws and any other instruments having the force of law in India and also as those which may be issued from time to time. “Bidder” means any private or public entity that will provide the Services to the Purchaser under this Contract. “Contract” means the Contract signed by the Parties and all the attached documents i.e. the Sections like General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Scope of Work, the Appendices and the Annexure. “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 5 of Section III. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1 of Section III. “GCC” means these General Conditions of Contract. “Government” means the Government of the Purchaser’s country. “Local Currency” means the currency of the Purchaser’s country. “Party” means the Purchaser or the Bidder, as the case may be, and “Parties” means both of them. “Personnel” means employee(s) of the Bidder and who are aligned for the performance of the Services or any part thereof for any item of work mentioned at Form FIN-2 of Section IV of this RFE. “Purchaser” means Unique Identification Authority of India (UIDAI), an entity which is the buyer of the services under this RFE. “Services” means the work to be performed by the Bidder pursuant to this Contract. “Vendor” means the law firm(s) empanelled as a result of finalization of this RFE “In writing” means communicated in written form with proof of receipt.
1.2 Relationship between the Parties	<p>Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Purchaser” and the “Bidder”. The Bidder, subject to this Contract, has complete charge of Personnel, performing the Services and the Bidder shall be fully responsible for the Services performed by them.</p>
1.3 Law Governing the Contract	<p>This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.</p>

1.4 Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.5 Notices	<ol style="list-style-type: none"> Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to purchaser at the address specified at Sub Clause number 4 of Clause 1.2 of Section I of the RFE. A Party may change its address for notice hereunder by giving the purchaser notice in writing of such change to the address specified at Sub Clause number 4 of Clause 1.2 of Section I of the RFE.
1.6 Location	The Services shall be delivered at UIDAI Headquarter at New Delhi or as the Purchaser may decide. Any out station travel shall be reimbursed as per TA, DA rules admissible to DDG level officer of UIDAI in case of Partner and ADG level officer of UIDAI in case of Senior Associate and Associate of Empanelled Law Firm.
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by their Authorized Representative.
1.8 Taxes and Duties	<ol style="list-style-type: none"> The Bidder and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India. The bidder shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges, etc., incurred for the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Empanelment, the same shall be passed on to the Purchaser/Empanelled firm, as applicable.
1.9 Fraud and Corruption	<ol style="list-style-type: none"> Purchaser as well as Bidders are required to observe the highest standard of ethics during the selection and execution of the contracts. In pursuance of this policy, the Purchaser defines the following terms for this purpose: <ol style="list-style-type: none"> “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the Evaluation Committee, in the selection process or in contract execution; “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract; “collusive practices” means a scheme or arrangement between

	<p>two or more Bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;</p> <p>iv. “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>2. Measures to be taken by the Purchaser:</p> <p>(a) The Purchaser may terminate the contract or award of contract if it determines at any time that representatives of the Bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Bidder having taken timely and appropriate action to the satisfaction of the Purchaser so as to remedy the situation;</p> <p>(b) The Purchaser may also apply sanction/s against the Bidder, including declaring the Bidder ineligible for future bidding in UIDAI, either indefinitely or for a stated period of time.</p>
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1.10 Limitation of Liability	<p>The liability of the Bidder (Whether in Contract, Tort, negligence, Strict Liability in tort, by Statutes, or otherwise) for any claim in any manner related to the contract, including the work, deliverables of services covered by the contract, shall be the payment of direct damages only which shall in no event in the aggregate exceeds the amounts specified in the contract. The liability cap given under this clause shall not be applicable to the indemnification obligation set out in Clause 8 of this section, Clause 7 of Section V and breach of Confidentiality Clause mentioned at Clause 3.4 of this Section.</p>
1.11 Performance Security	<ol style="list-style-type: none"> 1. Within 10 days after the issuance of Notification of Empanelment by the Purchaser to the successful Bidders, whose tender bid is accepted for empanelment, the successful Bidder shall furnish Empanelment Performance Security of value Rs.2,50,000/- (Two Lakh Fifty Thousand) to the Purchaser, in the form of a Bank Guarantee from a scheduled bank as prescribed in Appendix B of Section VI of this RFE. 2. The Empanelment performance Security should be valid till the entire term of the empanelment and for an additional period of 60 days after the completion of the term of empanelment. In case the duration of the empanelment is extended by UIDAI, the successful bidder will have to extend the Bank Guarantee by that period.
1.12 Price Fall	<ol style="list-style-type: none"> 1. The prices charged for services provided under this contract by the Bidder shall in no event exceed the lowest price at which the Bidder sells Services or offers to sell Services of identical description to any persons/organizations including the Purchaser or any department of the Central or State Government or any Statutory Bodies of the Central or State Govt., as the case may be, during the currency of the contract. The empanelled firm shall provide an undertaking to this effect at the time of each claim. 2. If any time during the contract period, the Bidder reduces the sale price, sells or offers to sell such Services, under the identical description, to any person/organization including the purchaser or any department of State or Central Govt. or any department of a State Govt. or Statutory Bodies of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced. 3. Prices shall remain firm and shall not be subject to any upward revision on any account whatsoever throughout the currency of contract unless otherwise mentioned in the RFE.

1.13 "No Claim" Certificate	<p>The Bidder shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.</p>
1.14 Conflict of interest	<p>The Bidder/ empanelled firm shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's Team) in the course of performing the Services as soon as it becomes aware of that conflict.</p> <p>The empanelled firm or its personnel shall not receive any remuneration in connection with the assignment except as provided in the contract. The empanelled firm or its personnel shall not engage in activities that conflict with the interest of the purchaser under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the "Services" under the ongoing contract. It should be the requirement of the contract that the empanelled firm or its personnel provide professional, objective and impartial advice and at all times hold the purchaser's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Empanelled firm shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the purchaser. Without limitation on the generality of the foregoing, bidder shall not be hired, under the circumstances set forth below:</p> <p>a) Conflict between Advisory/Consulting activities and procurement of works or services:</p> <p>The empanelled firm that has been engaged to provide works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those works or services. Conversely, a firm hired to provide services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing works or services for such preparation or implementation.</p> <p>b) Conflict among consulting assignments:</p> <p>Neither bidder/Empanelled firm (including their personnel) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the bidder/empanelled firm. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment</p>

	<p>for the same project, and bidder assisting a client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.</p> <p>c) Relationship with Government Ministry / Department's staff: Bidder/Empanelled firm or its personnel that have a business or family relationship with such member(s) of the Ministry, Department's or Authority's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of empanelled firm's work.</p>
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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.
2.2 Termination of Contract for Failure to Become Effective	If this Contract does not become effective within such time period as defined in the RFE, UIDAI vide written notice to the other Party, may declare this offer to sign the Contract to be null and void. In such case, UIDAI may forfeit the EMD of the other party and may invite the next ranked bidder or publish new RFE.
2.3 Commencement of Services	<ul style="list-style-type: none"> a) The UIDAI shall provide a brief of the assignment of work through a formal communication. The assignment of work will be done as mentioned at Clause 5 of Section V of this RFE. UIDAI will be the final authority for selection of the empanelled firm for a particular assignment. b) The empanelled firm shall not assign the project to any other agency, in whole or in part, to perform its obligation under the contract. c) Mere empanelment with UIDAI does not guarantee assignment of work. d) In case, UIDAI does not find the work of the empanelled firms satisfactory, UIDAI reserves the right to get it done from any other empanelled firm. The empanelled firm shall not raise any dispute in this context, at any point of time. e) UIDAI will not be liable to make any payment or pay any amount on account of conceptualization/designing/artwork, etc. for the technical proposals/ presentations prepared by the bidder/empanelled firm for which it has not been assigned the work. The bidder/empanelled firm shall not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.
2.4 Expiration of Contract	Unless terminated earlier, this empanelment Contract shall expire at the end of such time period as specified in Clause 2.10 of this section.
2.5 Agreement	This RFE contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations	<p>Any modification or variation of the terms and conditions of the contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p>
2.7 Force Majeure	
2.7.1 Definition	<p>a) For the purposes of this RFE/Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, and is not foreseeable, unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent).</p> <p>b) Force Majeure shall not include</p> <ol style="list-style-type: none"> i. any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Bidders or agents or employees, nor ii. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. <p>c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
2.7.2 No Breach of Contract	<p>The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event</p> <ol style="list-style-type: none"> a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and b) has informed the other Party as soon as possible about the occurrence of such an event.

2.7.3 Measures to be taken	<ul style="list-style-type: none"> a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than seven (07) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. d) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 7 of this section.
2.8 Suspension	<p>The “Purchaser” may, by written notice of suspension to the empanelled firm, suspend all payments to the empanelled firm hereunder if the empanelled firm fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension</p> <ul style="list-style-type: none"> i. shall specify the nature of the failure, and ii. shall allow the empanelled firm to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the empanelled firm of such notice of suspension.
2.9 Termination	

2.9.1 By the Purchaser

The Purchaser may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (i) mentioned below. In such an occurrence, the Purchaser shall give a written notice of termination of not less than thirty (30) days' to the empanelled firm, and of sixty (60) days' in the case of the event referred to in (j).

- a) If the empanelled firm does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.
- b) If the empanelled firm or, in case the empanelled firm consists of more than one entity, if any of its partner which has substantial bearing on providing Services under this contract becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the empanelled firm, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the empanelled firm is unable to perform Services for a period of not less than sixty (60) days.
- e) If the empanelled firm submits to the "Purchaser" a false statement which has a material effect on the rights, obligations or interests of the "Purchaser".
- f) If the empanelled firm places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.
- g) If the empanelled firm fails to perform the services as envisaged under the Contract.
- h) If the empanelled firm fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 of this section.
- i) The Purchaser may, without prejudice to any other remedy for breach of contract, by 60 days prior written notice of default sent to the empanelled firm, terminate the Contract in whole or in part:
 - i. If the empanelled firm fails to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; OR
 - ii. If the empanelled firm fails to perform any other obligation(s) under the contract.
- j) The Purchaser may by written notice sent to the empanelled firm,

	terminate the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
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2.9.2 Cessation of Rights and Obligations	<p>Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 of this section, or upon expiration of this Contract pursuant to Clause 2.4 of this section, all rights and obligations of the Parties hereunder shall cease, except :</p> <ul style="list-style-type: none"> a) such rights and obligations as may have accrued on the date of termination or expiration, b) the obligation of confidentiality set forth in Clause 3.4 of this section, c) the empanelled firm obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.5 of this section, and d) any right which a Party may have under the Law.
2.9.3 Cessation of Services	<p>Upon termination of this Contract by notice pursuant to Clauses 2.9.1 of this section, the empanelled firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the “Purchaser”, the Bidder shall proceed as provided, respectively, by Clauses 3.8 or 3.9 of this Section.</p>
2.9.4 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses 2.9.1, the Purchaser shall make the following payments to the empanelled firm:</p> <ul style="list-style-type: none"> a) If the Contract is terminated pursuant to Clause 2.9.1 (d), (j) of this Section for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause 5.3(c)(ii) of this section for expenditures actually and reasonably incurred prior to the effective date of termination; b) If the contract is terminated pursuant of Clause 2.9.1 (a) to (c) and (e) to (i), the empanelled firm shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Purchaser” may consider to make payment for the part satisfactorily performed.
2.9.5 Disputes about Events of Termination	<p>If empanelled firm disputes whether an event specified in paragraphs (a) to (g) of Clause 2.9.1 of this section has occurred, such empanelled firm may, within forty-five (45) days after receipt of notice of termination from the Purchaser, refer the matter to Clause 7 of this section, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting</p>

	arbitral award.
2.10 Period of Contract	The empanelment period for Law firm under this contract shall be initially for a period of 3 years (three years) from date of signing of the contract. Further extension if any, will be as per clause 2.11 of this section.
2.11 Extension of Contract	The contract may be extended for a period of two years on yearly basis, after the initial period of three years, as required by the Purchaser based on mutual agreement. At the end of three years the contract rates shall be increased by 10% which shall be valid for next two years.

3. OBLIGATIONS OF THE BIDDER/EMPANELLED FIRM

3.1 Standard of Performance	The Bidder/Empanelled firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder/Empanelled firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with Sub-Bidders or third Parties. Bidder/Empanelled firm should follow and perform services as specified in Section V.
3.2 Bidders/Empanelled firm Not to Benefit from Commissions, Discounts, etc.	<p>a) The payment of the Bidder/Empanelled firm pursuant to Clause 5 of this section shall constitute the Bidder's/Empanelled firm's only payment in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that their Personnel and its agents, similarly shall not receive any such additional payment.</p> <p>b) Furthermore, if the Bidder/Empanelled firm, as part of the Services, has the responsibility of advising the "Purchaser" on the procurement of works or services, the Bidder/Empanelled firm shall comply with the Purchaser's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the</p>

	“Purchaser”.
3.3 Prohibition of Conflicting Activities	The Bidder/Empanelled firm shall not engage, and shall cause their personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under the Contract.
3.4 Confidentiality	<p>Except with the prior written consent of the Purchaser, the Bidder/Empanelled firm and its personnel shall not at any time communicate to any person or entity, any confidential information acquired in the course of discharge of Services, nor shall the Bidder/Empanelled firm and the personnel make public the recommendations formulated in the course of or as a result of discharging the Services.</p> <p>Bidder/Empanelled firm should comply with the Aadhaar Act, 2016; IT Act, 2000 and other related Laws/Acts/Policies/Guidelines/Regulations, etc. including the amendments thereof particularly with respect to data confidentiality and privacy. The Bidder shall furnish a Non-Disclosure Agreement, as per format provided in Appendix D of Section VI as part of its proposal.</p>
3.5 Accounting, Inspection and Auditing	<p>The Empanelled firm:</p> <ol style="list-style-type: none"> shall keep accurate and systematic accounts and records in respect of the Services to be provided under the RFE/contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and with respect to such accounts and records related to this contract, shall periodically permit the “Purchaser” or its designated representative, during the contract period and up to a period of five years from expiration or termination of this Contract, to inspect the same and make copies thereof, as well as to have them audited by auditors appointed by the “Purchaser”, if so required by the “Purchaser” as the case may be.
3.6 Empanelled firm Actions Requiring Purchaser’s Prior Approval	The empanelled firm shall obtain the Purchaser’s prior approval in writing before any change or addition to the Personnel, as mentioned by empanelled firm in its proposal, after the signing of contract.

3.7 Reporting Obligations	<p>a) The empanelled firm shall submit to the Purchaser the reports and documents, in the form, numbers and within the time periods as defined by UIDAI after the signing of Contract.</p> <p>b) Final reports shall be delivered in CD ROM/pen drive in addition to the hard copies, as specified by UIDAI.</p>
3.8 Documents to be the Property of the Purchaser	<p>a) All plans, drawings, specifications, designs, reports and other documents obtained by the Empanelled firm during course of performance under the Contract shall continue to be the property of the Purchaser and the empanelled firm shall immediately hand over all such documents to the Purchaser without retaining any copies thereof in any form.</p> <p>b) All plans, drawings, specifications, designs, reports and other documents submitted, developed and modified by the Empanelled firm under the Contract shall become and remain the property of the Purchaser, and the empanelled firm shall, not later than upon termination or expiration of the Contract, handover all such documents to the Purchaser in the form available with it.</p>
3.9 Equipment, Vehicles and Materials Furnished by the “Purchaser”	<p>Equipment, vehicles and materials made available to the empanelled firm by the “Purchaser”, or purchased by the empanelled firm wholly or partly with funds provided by the “Purchaser”, shall be the property of the “Purchaser” and shall be marked accordingly. Upon termination or expiration of this Contract, the empanelled firm shall handover the same to the “Purchaser”.</p>
3.10 Equipment and Materials provided by the Empanelled firm	<p>Equipment or materials provided by the empanelled firm for the performance of the contract shall remain the property of the empanelled firm.</p>
3.11 Intellectual Property Rights (IPR)	<p>a) The intellectual property rights to all the deliverables of the empanelled firm under this contract shall remain sole and absolute property of the “Purchaser”.</p> <p>b) The intellectual property rights of all the tools, processes, utilities, and methodology used in the provision of Services hereunder and/or development of any deliverables hereunder which were existing with empanelled firm prior to this Contract shall be of the empanelled firm.</p>
3.12 Personnel of Bidder	<p>The empanelment firm shall employ and provide qualified and experienced personnel as mentioned at Clause 4 of Section V of this RFE. The Bidder shall furnish details of the personnel as per forms Form 2 of Section IV of this RFE.</p>

4. OBLIGATIONS OF THE PURCHASER

4.1 Change in the Applicable Law Related to Taxes and Duties	If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Empanelled firm for providing the services i.e. GST or any such applicable tax from time to time, then the amount payable to the Empanelled firm under this Contract shall be increased or decreased accordingly.
4.2 Payment	In consideration of the Services performed by Bidder under this Contract, the "Purchaser" shall make to the Bidder such payments and in such manner as is provided by Clause 5 of this Section.

5. PAYMENTS TO THE BIDDER

5.1 Schedule of Cost	The cost per case of item payable is as set forth in FORM FIN-2 in Section IV as per the Bidder's proposal to the Purchaser and as negotiated thereafter.
5.2 Currency of Payment	All payments shall be made in Indian Rupees.
5.3 Terms of Payment	<p>The payments in respect of the Services shall be made as follows:</p> <ol style="list-style-type: none"> The empanelled firm shall submit the invoice for payment after performance of assigned work by it within 15 days of completion of work. The payment shall be released as per the contracted rates after deduction on account of not meeting the SLA and TDS. The payment shall be made only after delivery of services as per the assignment of work. In case of early termination of the contract, assessment shall be made about the work done for which the payment is made or to be made upto the date of the termination. The empanelled firm shall provide, within 15 days from the date of termination of the contract, the details of work done along with supporting documents till the date of termination of the contract for which payment has not been released. Based on such details, the payment due shall be calculated and processed for release.

6. GOOD FAITH

6.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
6.2 Operation of the Contract	The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause, may give rise to a dispute subject to arbitration in accordance with Clause 7 of this section.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement	Performance of the contract is governed by the terms & conditions of the contract. In case of dispute between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days of receipt thereof. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 7.2 shall become applicable.
7.2 Arbitration	<ol style="list-style-type: none"> 1. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing. 2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. 3. The Arbitration proceedings shall be held in Delhi, India.

	<ol style="list-style-type: none"> 4. The Arbitration proceeding shall be governed by the substantive laws of India. 5. The proceedings of Arbitration shall be in English language. 6. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator. 7. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Supreme Court or, as the case may be, the High Court or any person or institution designated by such Court shall appoint the Arbitrators/Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject contract has been placed / made, shall appoint the Arbitrators/Presiding Arbitrator upon request of one of the parties, as the case may be. 8. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo. 9. It is a Scope of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. 10. It is also a Scope of the contract that neither party to the contract shall be entitled for any interest on the amount of the award. 11. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties. 12. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties. 13. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
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	14. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.
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8. MISCELLANEOUS PROVISIONS

Miscellaneous Provisions	<ul style="list-style-type: none"> i. The empanelled firm shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract. ii. The empanelled firm shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract. iii. The empanelled firm shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the empanelled firm. iv. All claims regarding indemnity shall survive the termination or expiry of the Contract.
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SECTION IV – Standard Forms

1. Pre-Qualification/Technical Proposal

FORM 1 – Pre-Qualification/Technical Proposal Submission Form

FORM 2 – Bidder's Organization and Experience

2. Financial Proposal

(Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal and shall be submitted in separate cover online)

FORM FIN-1 Financial Proposal Submission Form

FORM FIN-2 Financial/Commercial Proposal: Schedule of Rates

FORM-1: PRE-QUALIFICATION/TECHNICAL PROPOSAL SUBMISSION FORM

To:

Deputy Director General (Legal),
UIDAI, 3rd Floor, Tower II,
Jeevan Bharati Building,
Connaught Circus, New Delhi – 110001

Dear Sir,

We, the undersigned, offer to provide services of Law Firm in accordance with your Request for Empanelment of Law Firms dated _____. We are hereby submitting our Proposal, which includes Pre-Qualification Proposal/ Technical Proposal and Financial Proposal, as per e-Procurement two cover system.

We hereby declare that we are submitting our Proposal as a single bidder/ company and have not formed or intend to form or execute the contract with any other entity, sub-contractors or consortiums.

We hereby declare that all the information and statements made in this Pre-Qualification/Technical Proposal are true and accept that any misinterpretation contained in it may lead to rejection of our bid. We undertake, if our Proposal is accepted, we shall provide legal services as required by UIDAI under this RFE.

We understand that UIDAI is not bound to accept our bid.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Company:

Address:

Location: _____

Date: _____

FORM-2: BIDDER'S ORGANIZATION AND EXPERIENCE**a) Bidder's Organization and Financial Information**

[Provide here a brief description of your company/entity. Apart from this, also provide information on the Annual Turnover of the company for the last 3 financial years as required in the form below]

1. Executive Summary :

[This section should be a succinct statement and executive summary by the Bidder highlighting the key aspects of proposal]

2. Organization and Staffing :

S. No.	Particulars	Details
1.	Name of the Firm & Registered and Correspondence Addresses	
2.	Date of Registration/Incorporation of the Firm	
3.	PAN of Firm	
4.	Valid Service Tax Registration Number, GSTN or Other number, as applicable	
5.	Self-declaration on Blacklisting/Debarment of firm from Bidder/Authorized Representative	
6.	Valid Enrolment Certificate from the Bar Council of any State/India	
7.	Undertaking with respect to experience of employee with at least 5 years of experience in each area viz. Contract Laws, Criminal Laws, Information Technology Laws and Banking Laws	
8.	Brief list of clients and details of the cases won & lost on behalf of such clients (in the last two years).	
9.	Undertaking on conflict of interest	
10.	Details of cases filed against the UIDAI by the Firm, its present partners or Associates.	
11.	Audited Balance Sheet showing an average turnover of Rs. 10.00 Crore in the last three years (2014-15, 2015-16 and 2016-17 or 2013-14, 2014-15 and 2015-16). In case of non-availability of audited balance sheet, a certificate from the Statutory Auditor certifying the turnover of the Bidder to be given.	
12.	Location of Registered office at Delhi/NCR	

b) Bidder Company's Experience:

[Using the format below, provide information on assignments for which your company was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out similar services as required by UIDAI under this RFE. Bidders should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/copy of judgements) as required in the form. Responsibility for providing information as required in this form lies solely with Bidder. The bidder may also refer to Clause 4 of Section V of this RFE]

1. Name of the Firm :

2. Relevant legal experience of the Firm in representing Central Government:

Bidder shall submit details of at least three complex cases / work demonstrating strength, innovativeness and legal capability of the firm, one each in following area :-

- a) Case in High Court of Delhi
- b) Arbitration
- c) Drafting of Contract

3. Profile of team members proposed:

Bidder shall provide detailed CVs of 6 relevant persons proposed to be engaged for legal services as per this RFE. The CV should include experience with position, education qualification, professional qualification, employment details, special achievements and contribution to the complex cases/work.

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

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

Dear Sir,

We, the undersigned, offer to provide services of law firms in accordance with your Request for Proposal for Empanelment of Law Firms dated _____.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date _____.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in corrupt practices, as defined in this RFE.

We undertake that, in competing for (and, if the contract is awarded to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

We understand that UIDAI is not bound to accept our bid.

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Company:

Address:

FORM FIN-2: Financial / Commercial proposal - Schedule of Rates

[Note : The bidder shall quote rates (in percentage) above or below the rates as mentioned in the Appendix E- Schedule of rates in Section VI of RFE. For example, the bidder may quote rates at below by say (-) 4.5% of the rates mentioned in the Appendix E. This shall imply that the rates mentioned against each item of work (as well as on combined basis for all the works put together) in the Appendix E- Schedule of rates shall be reduced by 4.5%. i.e. financial quote shall be “XXX-4.5% of XXX”. Where XXX is the rate as per the schedule of rates. The rates for the bidder for commercial evaluation shall be reduced by 4.5% for each category of work. However bidder cannot quote percentage resulting in rates below 70%]

Bidder to only quote in the last column the percentage by which the rates shall be lowered or increased as per the schedule of rates provided in Table below:

Table (Base rates mentioned below must not be changed by the bidder)

S.No.	Item of Work	Base Rate (in Rs.)	Percentage Quoted= (+/-)% [(in words)(plus/minus)percentage]
1	Vetting of Complex Contracts (To be determined by the UIDAI) and other related documents including RFPs, MoUs (per case) :	20000	
2	Vetting of miscellaneous documents (per case) :		
i	Agreements	6000	
ii	Non-Disclosure Agreements (Exclusive NDA only)	4000	
iii	Show Cause Notices	4000	
iv	Termination Orders	4000	
v	Police Complaints	4000	
vi	Legal Notices to be issued/reply to legal notices	6000	
3	Conference/discussions including attending good faith negotiations (UIDAI to decide on the level of participation)		
i	Partner	4000 per one hour or part thereof	
ii	Senior Associate	2500 per one hour or part thereof	

S.No.	Item of Work	Base Rate (in Rs.)	Percentage Quoted= (+/-)%[(in words)(plus/minus)percentage]
iii	Associate	1500 per one hour or part thereof	
4	Legal Opinion when brief is given (to be provided under the signature of the partner of the law firm)- (per case):	10000	
5	Short Legal Opinions in day to day affairs through e-mail/correspondence) (per case):	2000	
6	Appearance before Arbitral Tribunal/Appellate forum for arbitral award(UIDAI to decide on the level of participation) (per appearance):		
i	Partner	8000*#	
ii	Senior Associate	5000*#	
iii	Associate	3000*#	
7	Drafting of (including cost towards initial briefing, all conferences, reading papers/ documents, legal research, finalization of drafts and other similar work like preparing of legal opinions, etc.) (per case):		
i	Claim	20000	
ii	Counter Claim/Written Submissions	20000	
iii	Rejoinder	8000	
iv	Additional Affidavit	8000	
v	Settlement Agreement	9000	
vi	Interim/Interlocutory application	4000	
vii	Miscellaneous applications	2000	
8	Vetting of (including cost towards initial briefing, all conferences, reading papers/ documents, legal research, finalization of drafts and other similar work like preparing of legal opinions, etc.) (per case):		
i	Claim	10000	
ii	Counter Claim/Written Submissions	10000	
iii	Rejoinder	5000	
iv	Additional Affidavit	4000	
v	Settlement Agreement	3000	

S.No.	Item of Work	Base Rate (in Rs.)	Percentage Quoted= (+/-)%[(in words)(plus/minus)percentage]
vi	Interim/Interlocutory application	3000	
vii	Miscellaneous applications	2000	
9	Drafting and vetting in case of appeal against arbitral award (per case) :		
i	Appeal against arbitral award	30000	
ii	Interim /Interlocutory application	4000	
iii	Additional Affidavit	5000	
iv	Reply to appeal applications	20000	
v	Rejoinder	8000	
vi	Misc. Applications	4000	

* In case of appearance out of Delhi/NCR, the rates admissible would be double of the rate mentioned.

In case of non-effective hearing, the rates admissible would be half of the rates mentioned

Important notes:-

- 1) Interim Application: An interim application is an application made between the start of the proceedings and the trial itself. It is an application to the court for orders or directions. These interim applications are governed by Civil Procedure Rules.
- 2) Interlocutory Application: An interlocutory application is an application which is moved in the main petition. It is usually filed when you ask for some urgent relief or to bring certain new facts to the knowledge of the court.
- 3) Effective Hearing: Effective hearing means a hearing in which either one or both the parties involved in a case are heard by the court on the facts or law of the case.
- 4) Non-effective Hearing: If the case is mentioned by the other side and adjourned or when only directions are given or only judgment is delivered by the Court, the same would constitute a non-effective hearing.
- 5) Out station travel by the Partner/Senior Associate/Associate with regard to the services envisaged under the contract, shall be reimbursed as per TA/DA rules admissible to DDG level officer of UIDAI in case of Partner and ADG level officer of UIDAI in case of Senior Associate and Associate of the Empanelled Law Firm.
- 6) Rate against each item of work includes all incidental charges which are inclusive of clerkage.
- 7) Legal Vetting means making a careful and critical examination of documents to be executed in terms of law. Law Firm shall diligently undertake the exercise in order to save

unforeseen losses which could be averred due to faulty language or ambiguity in interpretation of the expression in the documentation.

8) Identical or linked cases: Identical cases means two or more cases in which substantially identical questions of law or facts are involved and where the main difference is in the names, addresses of parties involved, amount of money involved, etc., and / or where common or identical judgments are delivered irrespective of the fact that all the cases are heard together or not. All such identical or linked cases shall be clubbed and payment shall be made considering the cases as one assignment.

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Company:

Address:

SECTION V - SCOPE OF WORK

1. Introduction	<p>In view of the legal matters involving the UIDAI and also recognizing the legal ramifications of the various contracts, the UIDAI is desirous of engaging law firms for advising the UIDAI on an on-going basis on and to assist in the management of contracts, providing legal opinions, resident interface and such other assistance as may be required, from time to time.</p> <p>This RFE aims to identify and empanel Legal firms who have requisite experience in providing legal advisory & contract management services to statutory authorities, government bodies, regulatory agencies, commissions, tribunals, or other public sector entities. The firm's resource(s) shall be required to provide assistance and support to UIDAI on its various legal, contract management and other such matters. The support shall also include legal assistance and inputs on such matters which may require in-depth legal research on all such legal and contract management matters requiring a more detailed study and response.</p>
1.1 About UIDAI	<p>The Unique Identification Authority of India (UIDAI) was created by the Government of India as an as an attached office under erstwhile Planning Commission. Subsequently, vide gazette notification dated 12th July 2016, Govt. of India established, the Unique Identification Authority of India, to exercise the powers conferred on, and to perform the functions assigned to it under the Aadhaar Act, 2016.</p> <p>The head office of the Authority is in New Delhi with regional offices at Bengaluru, Hyderabad, Lucknow, Guwahati, New Delhi, Ranchi, Mumbai and Chandigarh and offices for Central Identities Data Repository operations at Bengaluru and Manesar.</p> <p>The Authority is mandated to enrol the residents by capturing their demographic and biometric details and providing Aadhaar numbers against such enrolment. Further, for the purpose of establishing identity of an individual as a condition for receipt of a subsidy, benefit or service for which the expenditure is incurred from, or the receipt there from forms part of, the Consolidated Fund of India, it is required that such individual undergo authentication, or furnish proof of possession of Aadhaar number or in the case of an individual to whom no Aadhaar number has been assigned, such individual makes an application for enrolment. For further details, the Aadhaar (Targeted Delivery of Financial And Other Subsidies Benefits And Services) Act, 2016 and regulations published on our website www.uidai.gov.in may be referred to.</p>

<p>1.2 Ecosystem for Service Delivery</p>	<p>For delivery of good quality CIDR services through both government and private sector entities, UIDAI needs to create and manage a large ecosystem of agencies. This ecosystem helps in enrolment of residents and in delivery of authentication services for efficient, transparent and targeted delivery of services, benefits and subsidies etc.</p>
<p>2. Current legal setup</p>	<p>UIDAI has a Legal Division which handles the legal issues and advises the functional divisions on such issues including commercial contracts and agreements, etc. The Legal Division also coordinates in drafting of pleadings, preliminary research, and associated work related to the legal matters. It also provides support to the government counsels for Aadhaar related issues in Supreme Court/ High Court.</p>
<p>3. Scope of work</p>	<p>UIDAI, through this Request for Proposal, desires to empanel law firms having capability to undertake various legal tasks as required by UIDAI. The empanelled firms are expected to carry out following tasks assigned by UIDAI from time to time.</p> <ul style="list-style-type: none"> i. Litigation Management Assistance through extensive research in framing legal opinions, drafting of pleadings, briefing of Counsels/law officers concerned and all such assistance that the UIDAI may require. ii. Contract Management <ul style="list-style-type: none"> a) Assistance in the preparation of documents related to vendor contracts. The empanelled firm would undertake a detailed review of the contractual agreements executed or to be executed with various vendors, RFE and other procurement processes with a view to safeguard the interest of UIDAI by way of flagging the relevant issues and suggesting remedial measures. b) Prepare and vet various MoUs, Public Private Partnership documents, Agreements, Contracts, RFPs, Tenders, EOI, etc. c) Drafting/ Vetting of replies to the notices served on UIDAI under various contracts. d) Drafting /Vetting of notices to be served by UIDAI under various contracts. iii. General Legal Advisory: <ul style="list-style-type: none"> a) Providing legal opinions, legal research on areas of concern as may be instructed by UIDAI. b) Drafting/ Vetting of replies to the notices served on UIDAI. c) Drafting /Vetting of notices to be served by UIDAI. d) Drafting/Vetting of various documents including petitions, complaints, rejoinder, etc to be filed in the competent judicial/ quasi-judicial bodies. e) Drafting and vetting of miscellaneous applications, affidavits,

	<p>etc.</p> <ul style="list-style-type: none"> f) Drafting and vetting of replies to miscellaneous application, affidavit, etc. g) Legal advice related to Banking/financial laws and Regulations, etc. h) Provide advice relating to Information Technology issues under Information Technology Act, 2000 and its amendments. i) Preparation of draft replies, research, etc for any arbitration on behalf of UIDAI and its agencies. j) Any such other issues as referred by the UIDAI from time to time. <p><i>The above description of scope of work is indicative and not exhaustive. Changes/additions can be made by UIDAI as and when necessary.</i></p>
4. Requirements of Personnel: Legal Experts, Qualification and Experience	<p>The personnel proposed to be engaged by the bidders for rendering the services against this RFE and as mentioned against the items in Schedule of Rates (FORM FIN 2 of Section IV) shall be of following categories with corresponding qualifications and work experience:</p> <ul style="list-style-type: none"> 1. Partner – <ul style="list-style-type: none"> a) Bachelor of law or equivalent, and b) Experience of 10 years or more in Legal Practice specifically in Central Government domain 2. Senior Associate – <ul style="list-style-type: none"> a) Bachelor of law or equivalent, and b) Experience of 7 years or more in Legal Practice specifically in Central Government domain 3. Associate– <ul style="list-style-type: none"> a) Bachelor of law or equivalent, and b) Experience of 5 years or more in Legal Practice <p>However, the above is only indicative. It is expected that a pool of minimum 6 legal experts shall be available with the Empanelled Law Firm at all times during the currency of the contract. Bidders shall provide the detailed CV of each member along with the bid. All the proposed members of the bidders shall be interacted by the UIDAI as per Clause 14 of Section II of RFE. Change of the legal experts may be done based on the request of the Empanelled Law Firm on reasonable grounds or suitability to the assignment or on UIDAI's requirement.</p>
5. Assignment of work and Period of engagement	<ul style="list-style-type: none"> a. UIDAI shall assign a particular work to any empanelled law firm on the basis of roster, provided that the work to be assigned is not in sequence or related to any earlier assignment carried out by another empanelled firm. b. In case of a complex assignment, UIDAI may seek from all empanelled firms their detailed proposal with reasonable estimate of

	<p>time period of engagement for the particular assignment. UIDAI may decide to assign the particular assignment based on review of the detailed proposal, which may also include presentation of the proposal.</p> <p>c. In case, when the time period is too short for the technical proposals/ presentations or any other exigencies, the work may be assigned to any of the empanelled firm which UIDAI deems fit to meet the deadline.</p> <p>d. Notwithstanding above, UIDAI may assign any work to any of the empanelled firm at its own discretion based on nature and urgency of the work and past performance.</p>
6. Evaluation of Legal Experts	Detailed CVs should be provided for all the proposed legal experts of the bidders which shall be subject to evaluation as per Clause 14 of Section II of RFE. The area of expertise, role and tasks proposed to be assigned against the RFE should be clearly mentioned against each of the legal expert.
7. Service level agreement and targets	<p>Empanelled law firm shall ensure availability of required resources and completion of required assignment with in the timelines during the entire duration of project.</p> <p>a) Failure to satisfy/fulfil the requirements of delivery of reports / deliverables/ opinions within the time as mentioned by UIDAI for a particular assignment will be construed as non-compliance to SLA and Empanelled firm would be liable to incur penalties arising out of the same at 1% of the invoice value for each calendar day (excluding Central Government Holidays, except when timelines specifically include Central Government Holidays) of delay of the deliverables.</p> <p>b) The overall liquidated damages shall be maximum of 10% of the Invoice Value.</p> <p>c) UIDAI may decide not to assign any work to such empanelled bidder which has defaulted more than 3 occasions.</p>
8. Service Conditions	<p>a) As and when necessary based on criticality, it is expected that resources will work extra hours including weekdays or weekend in case of emergency.</p> <p>b) The law firm shall not refuse to accept any work/assignment without a reasonable cause.</p> <p>c) The empanelment does not confer any right or claim that the Law Firms shall be entrusted to do the work by the UIDAI.</p> <p>d) UIDAI reserves the right to verify/cross check the information furnished/submitted by the Law Firms.</p> <p>e) The UIDAI may, at any time, at its discretion withdraw any assignment already assigned to Law Firm under this empanelment with</p>

	<p>no entitlement of the cost/loss to the law firm on this count.</p> <p>f) The Law Firms shall keep the UIDAI informed regarding the development and progress on each assignment entrusted to it.</p> <p>g) Unless the case is specially assigned, the Law Firm will not receive summons/notices on its own on behalf of UIDAI and even if any summons/notice is received, Law Firm shall not otherwise deal with such cases and immediately inform UIDAI in this regard.</p> <p>h) The Law Firms shall not use UIDAI's name/logo/symbol in its letter head/sign/nameplate etc.</p> <p>i) In case of any misconduct, misrepresentation or breach of confidentiality, UIDAI will take appropriate action against Law Firm which may include filing of complaint with the Bar Council concerned, recovery of financial loss caused to the UIDAI due to the misconduct of the law firm. Here the word misconduct will have the same meaning as has been defined under Advocate Act, 1961.</p> <p>j) In case of initiation of any disciplinary proceedings/criminal proceedings against the law firm, the UIDAI may remove such Law Firm from the panel without waiting for conclusion of such proceedings.</p> <p>k) Refusal of any Law Firm to accept any work otherwise on the ground of conflict of interest may entitle removal of such Law Firm from the panel.</p> <p>l) No empanelled Law Firm shall contest any case against the UIDAI during the period of empanelment and at least three months subsequent to the end of the contract</p> <p>m) . The empanelled Law Firm shall not delegate the case to any other advocate or law firm.</p> <p>n) The empanelled Law Firms shall maintain absolute secrecy and confidentiality about the cases of the UIDAI entrusted to them.</p> <p>o) The UIDAI reserves the right to engage any other law firm/advocates or Government Law Officers for any case.</p> <p>p) The empanelment of the Law Firm shall be at the sole discretion of the UIDAI and no person shall have any claim for being empanelled.</p> <p>q) The Law Firm is free to private practice which should not, however, interfere with or in conflict with the efficient discharge of its responsibilities as an empanelled law Firm of the UIDAI.</p>
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SECTION VI – APPENDICES

Appendix A - CONTRACT

THIS AGREEMENT made on this day of between UIDAI, acting through Chief Executive Officer (CEO), Unique Identification Authority of India, (hereinafter referred to as “**the Purchaser**”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns of the FIRST PART and having its Office at (hereinafter referred to as “**the Vendor**”) which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators, Legal Representatives and permitted Assigns of the SECOND PART.

WHEREAS Purchaser is desirous of entering into a contract for _____ [RFE Name] with the **Vendor**, for the Unique Identification Authority of India in New Delhi or any other location as indicated by UIDAI, and has accepted to pay to the **Vendor** the rates applicable for providing Services as per the Schedule of rates as mentioned in this contract (hereinafter referred to as "the Contract Rate").

AND WHEREAS the Vendor has agreed to provide Services as listed in Bid Document No. _____, as per the schedule of rates given in **the table below mentioned hereinafter.**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this contract, viz:
 - 1 Bid Document No. _____ regarding _____ [RFE Name]” issued by UIDAI including
 - 2 Clarifications and corrigendum issued by the **Purchaser.**
 - 3 Technical and Commercial bid submitted by the **Vendor.**
 - 4 Notifications of empanelment vide No. _____ dated _____ issued to the Vendor.
 - 5 Acceptances of notification of empanelment by the Vendor vide Vendor Letter No. _____ dated _____.
3. In consideration of the payments to be made by the **Purchaser** to the **Vendor** as hereinafter mentioned, the **Vendor** hereby covenants with the **Purchaser** to provide the services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.

4. The **Purchaser** hereby covenants to pay the **Vendor** in consideration of the provision of Services as listed in Table below and the remedying of defects therein , the Contract rates or such other sum as may become payable under the provisions of the Contract at the time and in the manner prescribed by the Contract.

S. No.	Item of Work	Rate (in Rs.)
1	Vetting of Complex Contracts (To be determined by the UIDAI)and other related documents including RFPs, MoUs – (per case)	
2	Vetting of miscellaneous documents (per case) :	
i	Agreements	
ii	Non-Disclosure Agreements(Exclusive NDA only)	
iii	Show Cause Notices	
iv	Termination Orders	
v	Police Complaints	
vi	Legal Notices to be issued/reply to legal notices	
3	Conference/discussions including attending good faith negotiations (UIDAI to decide on the level of participation)	
i	Partner	
ii	Senior Associate	
iii	Associate	
4	Legal Opinion when brief is given (to be provided under the signature of the partner of the law firm)- (per case):	
5	Short Legal Opinions in day to day affairs through e-mail/correspondence) (per case):	
6	Appearance before Arbitral Tribunal/Appellate forum for arbitral award(UIDAI to decide on the level of participation) (per appearance):	
i	Partner	
ii	Senior Associate	
iii	Associate	
7	Drafting of (including cost towards initial briefing, all conferences, reading papers/ documents, legal research, finalization of drafts and other similar work like preparing of legal opinions, etc.) (per case):	
i	Claim	
ii	Counter Claim/Written Submissions	
iii	Rejoinder	
iv	Additional Affidavit	
v	Settlement Agreement	

S. No.	Item of Work	Rate (in Rs.)
vi	Interim/Interlocutory application	
vii	Miscellaneous applications	
8	Vetting of (including cost towards initial briefing, all conferences, reading papers/ documents, legal research, finalization of drafts and other similar work like preparing of legal opinions, etc.) (per case):	
i	Claim	
ii	Counter Claim/Written Submissions	
iii	Rejoinder	
iv	Additional Affidavit	
v	Settlement Agreement	
vi	Interim/Interlocutory application	
vii	Miscellaneous applications	
9	Drafting and vetting in case of appeal against arbitral award (per case) :	
i	Appeal against arbitral award	
ii	Interim / Interlocutory application	
iii	Additional Affidavit	
iv	Reply to appeal applications	
v	Rejoinder	
vi	Misc. Applications	

6. Period of Contract: The empanelment period for Law firm under this contract shall be initially for a period of 3 years (three years) from _____ (effective date) **(As per Clause 2.10 of Section III).**

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

Signed, sealed and delivered for & on behalf of M/s **Signed, sealed and delivered for and Unique Identification Authority of India**

Signature -----
 Name -----
 Designation -----
 Address -----
 Date -----
 Place : New Delhi

Signature -----
 Name -----
 Designation -----
 Address -----
 Date -----
 Place New Delhi

In the presence of:

Signature -----

Name -----

Designation -----

Date -----

Place : New Delhi

In the presence of:

Signature -----

Name -----

Designation -----

Date -----

Place New Delhi

Appendix B - PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee No.....

Date.....

To

Unique Identification Authority of India
Ministry of Electronics & Information Technology,
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus,
New Delhi-110001

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology, Government of India, on behalf of the UIDAI acting through CEO, UIDAI, (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of empanelment No..... dated and the same having been acknowledged by the vendor, resulting in a Contract, bearing No..... dated.....for " _____/RFE Name]" and the vendor having agreed to provide a Performance Bank Guarantee for the faithful performance of the entire Contract not exceeding Rs.(in words & figures).
2. We.....
...(Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the vendor merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said vendor of any of the terms or conditions contained in the said contract or by reason of the vendor's failure to

perform the said contract. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the vendor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.

3. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the vendor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the vendor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the vendor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
4. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the vendor and notwithstanding any security or other guarantee the Purchaser may have in relation to the vendor's liabilities.
5. This guarantee will continue to be enforceable even with the change in the constitution of the Bank or the vendor.
6. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to INR (in words & figures)
 - (2) This Bank Guarantee will be valid up to; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

(Signature)	(Signature)
(Name)	(Name)
(Official Address)	(Designation with Bank Stamp)

Attorney as per Power of Attorney No.....Dated.....

3. This guarantee will continue to be enforceable even with the change in the constitution of the Bank or the vendor.
4. Notwithstanding anything contained hereinabove:

(1) Our liability under this guarantee is restricted to INR (in words & figures).

(2) This Bank Guarantee will be valid up to; and

(3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....2017.....at.....

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Attorney as per Power of Attorney
No.....

Dated.....

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

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

NOW THEREFORE,

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

It is hereby agreed as under:

- 1 The confidential information to be disclosed by the Purchaser under this Declaration (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder.
- 2 Confidential Information does not include information which:
 - a) the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b) information in the public domain as a matter of law;
 - c) is obtained by the Bidder from a third party without any obligation of confidentiality;
 - d) the Bidder is required to disclose by order of a competent court or regulatory authority;

e) is released from confidentiality with the written consent of the Purchaser.

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

- 3 The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
 - a) to maintain and use the Confidential Information only for the purposes of bidding for this RFE and thereafter only as expressly permitted herein;
 - b) to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c) to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - d) to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
- 4 Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.
 Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.
- 5 The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
- 6 The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser

the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

- 7 Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.
- 8 In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFE without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorised Signatory Office Seal:

Name: Place:

Designation:

Date :

Appendix E–Schedule of Rates

[Note:UIDAI has catalogued the base rates of service under various work categories as mentioned in Table in FORM FIN-2 of Financial/Commercial Proposal of Section IV..The bidder shall quote rates above or below (in percentage) the rates as mentioned therein. For example, the bidder may quote rates at below (-) 4.5% of the rates mentioned. This shall imply that the rates mentioned against each item of work (as well as on combined basis for all the works put together) shall be reduced by 4.5%. i.e. financial quote shall be “XXX-4.5% of XXX”. Where XXX is the base rate. The rates for the bidder for commercial evaluation shall be reduced by 4.5% for each category of work. Bidder should also carefully read the important notes provided below the table in FORM FIN-2 of Financial/Commercial Proposal of Section IV.]
