REQUEST FOR EMPANELMENT
of
SOFTWARE DEVELOPMENT AGENCIES (SDAs)

Unique Identification Authority of India (UIDAI)
Ministry of Electronics and Information Technology, Govt. of India

7th Floor, Aadhaar Building,

Bangla Sahib Road, Behind Kali Mandir

New Delhi-110001

Ref. No. F. No. T-11014/27/2017-Tech

Date of Publishing RFE: 20th Feb 2020

Preamble

Unique Identification Authority of India (UIDAI) was established in the Year 2009, as an attached office of the then Planning Commission (now NITI Aayog) vide its Gazette Notification No.-A-43011/02/2009-Admn.I dated 28th January, 2009. Subsequently, the Government revised the Allocation of Business Rules on 12 September, 2015, to attach UIDAI to the then Department of Electronics & Information Technology (DeitY), Ministry of Communications and Information Technology, now Ministry of Electronics & Information Technology (MeitY). On 26 March 2016, The Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 ("Aadhaar Act 2016") was notified in the Gazette of India. Subsequently, vide gazette notification dated 12th July 2016, Govt. of India established the UIDAI, to exercise the powers conferred on, and to perform the functions assigned to it under the Act 2016. For further details UIDAI official web site at www.uidai.gov.in may be referred to.

SECTION I – Invitation to interested Agencies

1. UIDAI has empanelled Software Development Agencies (SDAs) by an empanelment process carried out in the year 2018. The existing SDA empanelment done in year 2018 was for a period of two years. It is now intended to empanel new SDAs vide the current RFE.

2. Empanelled agencies would provide Software development and maintenance services on time and material basis to the ongoing/new projects of UIDAI. Such support will be for a definite period and will not amount to any kind of employment obligation on the part of UIDAI.

3. **Termination of Existing Empanelment of SDAs with UIDAI**. The existing SDA empanelment done in year 2018 will terminate on the completion of the empanelment process being undertaken in this RFE however, existing SDAs that have been allocated projects/assignments under the year 2018 empanelment shall be allowed to complete their work. All SDAs empanelled in 2018 with UIDAI intending to renew their current empanelment with UIDAI will also be required to apply afresh under this empanelment.

SECTION II – Instructions to interested Agencies

4. This RFE is not an Agreement and is neither the offer of empanelment by the UIDAI to the interested Agencies or any other person. The information in RFE is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

5. Online Submission of proposal shall be deemed to have been done after careful examination with full understanding. Proposals should be submitted online only through CPPP website: https://eprocure.gov.in/eprocure/app not later than the date and time laid down in the RFE. More information useful for submitting online proposals on CPP Portal is available at: https://eprocure.gov.in/eprocure/app

6. Not more than one proposal shall be submitted by one interested Agency/Agencies having business relationship.

7. Intending firms are advised to visit UIDAI website https://uidai.gov.in/ecosystem/uidai-ecosystem/tenders.html and CPPP website again at least 3 days prior to closing date of RFE for any corrigendum / addendum/ amendment.

8. Single packet bid system will be followed for this RFE. There will be no priced BoQ.

9. All documents that will be uploaded on the portal shall be signed by authorised signatory

10. Schedule for Invitation to RFE

    a) **Addressee and Address:**

Unique Identification Authority of India (UIDAI)

7th Floor, Aadhaar Building,

Bangla Sahib Road, Behind Kali Mandir

New Delhi-110001

b)   **Name of the Contact Person for any clarification:**

Sh. Kamaldeep Singh Bhatia, Deputy Director (Tech-II)

E-mail – kamaldeep.singh@uidai.net.in,

Queries should be submitted via E-mail or in hardcopy.

c) **Important Dates**

Published Date	20.02.2020 at 1730 hrs
Pre-bid Meeting	03.03.2020 at 1500 hrs at Unique Identification Authority of India (UIDAI), 7th Floor, Aadhaar Building, Bangla Sahib Road, Behind Kali Mandir New Delhi-110001
Submission of Clarification, if any	05.03.2020, till 1730 hrs
Clarification / corrigendum	13.03.2020
Proposal Submission Start Date	18.03.2020
Proposal Submission End Date	31.03.2020 at 1700 hrs
Proposal Opening Date	03.04.2020 at 1130 hrs

11. Proposal shall remain valid for 180 days after the last date of submission of RFE. All pages of the proposal being submitted must be legible, signed and sequentially numbered by the interested firms before uploading.

12. **Earnest Money Deposit (EMD).** All software development agencies shall deposit Ernest money with Sh. Kamaldeep Singh Bhatia, Deputy Director (Tech-II), UIDAI HQs (before last date & time of Proposal Submission) as under:-

Earnest Money Deposit (EMD)	**Earnest Money Deposit by the bidders:**
	i. An EMD of the value "Rs.28 lakhs" will be submitted in the form of Demand Draft in favor of "Unique Identification Authority of India " payable at New Delhi.
	ii. EMD in the form of Bank Guarantee will also be accepted. The Bank Guarantee may be addressed to the 'Unique Identification Authority of India" payable at New Delhi. The Bank Guarantee should be valid for minimum 45 days beyond the proposal validity period.
	iii. Proposal not accompanied by EMD shall be rejected as non-responsive.
	iv. No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit.

	v. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract.
	vi. EMD is to be obtained from the bidders except for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department.

13. **Forfeiture of EMD.** The EMD shall be forfeited by UIDAI in the following events:

a) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof

b) If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.

c) If the Bidder tries to influence the evaluation process.

d) If the Bidder/s selected as 'Software Development Agency' chooses to withdraw the Bid before the finalization process.

e) If the successful bidder fails to sign the contract or the Empanelment security deposit is not submitted within the time specified.

14. **Integrity Pact & Non Disclosure Agreement (NDA) -** All bidders shall submit integrity pact & Non Disclosure Agreement (NDA) duly signed as part of pre qualification criteria as per format given at **Annexure- G & H.**

15. **Empanelment Agreement-** Proposed Agreement to be signed between UIDAI and finally empanelled SDAs is given at **Annexure – I.**

16. **UIDAI Information Security Guidelines for Third party (EMPANELLED AGENCIES) –** All empanelled SDAs will have to abide by UIDAI Information Security Guidelines as amended from time to time. **Annexure – J.**

17. **UIDAI Right to Annul the Empanelment Process**. UIDAI reserves the right not to accept any proposal and to annul the RFE process or reject all proposals at any time prior to award of Purchase order, without thereby incurring any liability to the affected Agency or Agencie**s.**

18. **Authorised Signatory**. The individual signing the proposal or other documents in connection with the RFE must submit a certificate of authority as Power of Attorney or Board Resolution on behalf of the company.

19. At any time prior to the last time and date for receipt of RFE, the UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Agencies, modify the RFE Document by an amendment.

20. All prospective Agencies requiring any clarification of the RFE Document may notify UIDAI in writing at the UIDAI's mail address indicated in the RFE. Any sub-bidders, contractors, sub contractors, joint-ventures, partnerships or consortiums shall not be allowed.

Section III - Selection Procedure

21. The bidders will be required to submit a pre-qualification proposal and a technical proposal. The interested bidders will be evaluated by a two stage process as follows:

(a) Stage I – Prequalification. All bidders will be evaluated as per the pre-qualification criterion set out in succeeding paras.

(b) Stage II – Technical Evaluation. All bidders who qualify in the prequalification process will be evaluated as per the technical evaluation criterion set out in succeeding paras.

Prequalification:

22.   The bidders will be evaluated as per the Pre-Qualification Criteria provided below:-

#	Parameter	Pre-qualification criteria Description	Documents required
1.	Legal Entity/Registration of Company	Interested firms should be ▪ A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto. Or ▪ A partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India. ▪ Registered with the Tax Authorities.	a) Copy of Certificate of Incorporation b) Copy of Registration Certificates c) Proof of being registered as Start up as per Department of Industrial Policy and Promotion (DIPP), under the Union Ministry for Commerce and Industry notifications (for Startups only).
2.	Minimum Experience in the similar business.	Should be providing software development services in India for at least previous **two financial years** (2017-18 and 2018-19)	a) Copy of Certificate of Incorporation b) Self certification by authorised signatory.
3.	Annual Turnover	Average annual turnover of the intending SDAs should be more then **Rs. two Crore** from software development or maintenance work during the previous two financial years (2017-2018 and 2018-2019).	Audited/ Certified financial statements or a certificate from the Company Secretary/Statutory auditors of the Company qualifying the revenue.
4.	Minimum number of projects	Should have completed minimum **03 projects** since its existence.	Completion certificate from client or CS
5.	Man power availability	The interested firm should have at least **10 full time** Software Developers/ Software Engineers on its payroll for the past one year from last date of RFE submission.	Certificate from the HR head of the Agency

6.	Blacklisting	Interested firms should not have been debarred or blacklisted from carrying out business with the UIDAI or the entire Central Government at the time of the submission of the proposals. A similar ban subsequent to the submission of the proposal but before the Notification of the empanelment shall also disqualify the firm.	Undertaking to this effect by company's authorized signatory.

23.   **Relaxation in Pre Qualification criteria for MSMEs & Start-ups**. The condition of prior Minimum Experience in the similar business would be "Should be providing software development services in India for at least previous **one financial year** (2018-19)" and turnover accepted as minimum Rs. one **crore/annum** for Start-ups and Micro and Small Enterprises (MSEs) in line with MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or by Department of Industrial Policy and Promotion (D/o Expenditure Office Memorandum No.F20/2/2014-PPD (Pt.) dated 20.09.2016) subject to meeting of quality & technical specifications of the projects submitted.

24.   **Technical evaluation:** The evaluation committee shall evaluate the proposals of the agencies who qualify in the prequalification criterion as per following parameters:-

#	Evaluation Criteria
A	**Previous experience in Software projects**
	Interested Agency shall submit details of 3 innovative projects which they have undertaken in the technical proposal. All the projects should have gone live or should have been executed in last 5 years ending on the last date of month prior to bid submission month. Interested Agency should demonstrate the capability to deliver complex projects using open source stack to address large scalability, advanced security, high reliability, large traffic volume / concurrent users and 24 x 7 availability. The projects as mentioned by bidder should demonstrate some of the aspects such as complex system design, uniqueness of the solution, use of artificial intelligence/machine learning, architecture, use of open source, use of advanced algorithms, scalability, mobile and web innovations, security, big data analytics, automated devops, automated testing, etc. Evaluation of the projects will be based on the above factors. Projects that are live in production will carry higher weightage during evaluation.
B	Submitted projects may be verified through an independent agency for above details.
C	**1. A maximum of 5 page write-up (for all three projects) in Calibri 12 fonts + citations should be furnished as part of bid.** **2. Agencies shall also fill the relevant project details in Column '2' of Table at Annexure- 'C' (03 tables to be submitted for three projects for marking)**
D	Agencies shall be shortlisted based on the relevancy of citations. Shortlisted firms shall be asked to give a presentation to the evaluation committee and officers to be appointed by UIDAI along with demonstration of the projects and its capabilities with regards to technical manpower. Marking shall be done based on citations and the presentation. Total marks will be 100. Details are as under:-

S No.	Details	Maximum Marks
1	Project No. 1	25
2	Project No. 2	25
3	Project No. 3	25
4	Presentation	25

25.   The evaluation committee shall evaluate the proposals of the agencies who qualify in the prequalification criterion as per following parameters :-

26.   Project credentials submitted by Bidder(s) must only include projects that involved technologies as per the following 'Technology Matrix' table below:

No.	Technology Category	Technology Components
1	Programming languages and frameworks, libraries	• Python / R / Java or J2EE • tensorflow, numpy, scikit, matplotlib • Spring or Struts; • Hibernate;
2	Databases	• Relational database such as MySQL or PostgreSQL; • NoSQL database such as HBase or Cassandra; • Graph db
3	Middleware & Portal	• Application Server such as Apache Tomcat or Jetty or Nginx; • Message queues such as Apache Kafka or RabbitMQ; • ESB such as Mule or Apache Camel; • Portals such as Joomla or Drupal or Java/ PHP; • In-memory platforms such as Apache Ignite or Redis;
4	Data Integration, BI and Analytics	• Analytics platform such as Apache Kudu or Druid or HBase; • Data Integration platform such as Apache Flink or Spark; • Data ingestion or query technologies such as Apache Pig or Hive or Impala or Presto;
5	Mobile Apps	• Mobile platforms such as Android or iOS or KaiOS; • Mobile application frameworks such as jQuery Mobile or Mobile Angular UI or React Native;
6	Workflow	• Airflow • Actviti • Luigi • Oozie

(a) All three projects shall be evaluated as under:-

Project -1 (Name of the project)		
S. No.	**Criteria**	**Max Marks**
1	**Technology used**	10
	(a) **Complexity of system design- 2.5**	
	Marks will be awarded as follows:	
	i. Project includes the following modules with availability of 24x7:	
	• API-based online services, for public or internal use;	
	• Workflow processes (i.e. stage-driven asynchronous back-end processes) and batch processes;	
	• Omni-channel applications, i.e. applications for different UX channels such as mobile, web portals, SMS, IVRS, chat & social media;	
	If project includes all of the above modules – 1.5 marks;	
	If project includes 2 of the above modules – 1 mark;	
	All other cases – 0 marks;	
	ii. End-to-end and real-time performance & throughput monitoring of all application services including batch processes – 0.5 marks;	
	iii. Use of live SLA monitoring for performance & throughput, software quality, etc. – 0.5 marks;	
	(b) **Security - 2.5**	
	Marks will be awarded as follows:	
	i. Protection / Access control / Authorization control of micro service end-points or workflow processes – 0.5 marks;	
	ii. Use of symmetric application-level encryption – 0.5 marks;	
	iii. Use of asymmetric application-level encryption – 0.5 marks;	
	iv. Anonymization of sensitive data – 0.5 marks;	
	v. Client-side security and privacy across UX channels - 0.5 marks;	
	(c) **Use of data analytics – 1.5**	
	Marks will be awarded as follows:	
	i. Minimum size of analytics database (excluding BLOBs & files) of 10 TB – 0.5 marks;	
	ii. Real-time big data analytics, for at least 500 data feeds per	

second, with each data feed of at least 25 KB – 0.5 marks;

   iii.   Incremental aggregation for optimal query response, for database size as mentioned above – 0.25 marks;

   iv.   Self-service dashboards with charting – 0.25 marks;

   v.   All other cases – 0 marks;

(d) Use of automated devops – 1.5

Marks will be awarded as follows:

   i.   Automated data-driven functional test harnesses with coverage of at least 90% of scenarios and integrated into CI/CD pipeline – 0.5 marks;

   ii.   Automated & transparent single-click build & deployment, using CI/CD, into multiple production & non-production environments – 0.5 marks;

   iii.   Security testing integrated into CI/CD pipeline – 0.5 marks;

   iv.   All other cases – 0 marks;

(e) Use of artificial intelligence/machine learning - 2

Marks will be awarded as follows:

   i.   Use of AI/ML to solve vision related problems – 0.25 marks;

   ii.   Use of AI/ML to solve NLP and translation related problems – 0.25 marks;

   iii.   Framework for accuracy measurement & version control of AI/ML models – 0.5 marks;

   iv.   Automated deployment of AI/ML models in production using auto-scaling technology and with live monitoring of performance – 0.5 marks;

   v.   Deployment of AI/ML models on mobile & edge devices – 0.5 marks;

   vi.   All other cases – 0 marks;

2	**Architecture:**	10

Architecture:

a) **Modularity(API/Micro-services): 05 marks**

Marks will be awarded as follows:

   i.   Use of layered architecture – 1 mark;

   ii.   Use of API-first principles – 1 mark;

   iii.   Use of micro services with minimum of 50 end points and with relational database as data source – 1 mark;

   iv.   Use of micro services with minimum of 50 end points and with NoSQL database as data source – 1 mark;

	v. Use of micro services, with minimum number of end points as defined above, that modify the back-end database – 1 mark;
	
	b) **Scalability**: **03 marks**
	
	Marks will be awarded as follows:
	
	    i. Auto-scaling using containerization & orchestration – 1 mark;
	
	    ii. Use of scalability mechanisms for databases & data lakes including, but not limited to, data partitioning, parallel processing, pre-computed data aggregations – 1 mark;
	
	    iii. Elasticity in deployment with automated provisioning & de-provisioning of infrastructure resources – 1 mark;
	
	    iv. All other cases – 0 marks;
	
	c) **Customisation: 02 marks**
	
	Marks will be awarded as follows:
	
	    i. Customization of workflow processes – 1 mark;
	
	    ii. Customization of omni-channel applications – 1 mark;
	
	    iii. All other cases – 0 marks;	

3	**Impact/footprint; Large traffic volume /concurrent users**
	
	Marks will be awarded as follows:
	
	    i. Developed micro service, or equivalent, with relational database as data source, and with minimum throughput of 2000 requests per second for any endpoint – **1.25** marks;
	
	    ii. Developed micro service, or equivalent, with NoSQL database as data source, and with minimum throughput of 2000 requests per second for any endpoint – **1.25** marks;
	
	    iii. Developed workflow process, with minimum of 15 activities, and with minimum business transaction throughput of 500,000 per day – **1.25** marks;
	
	    iv. Developed omni-channel application, with minimum of 1000 concurrent users, for any activity excluding login or authentication, for web or mobile channel – **1.25** marks;
	
	    v. All other cases – 0 marks;
		05

(b) Sum total of marks obtained for three projects (as above) and presentation will be compiled for each agency. Minimum technical score for any agency to be considered for empanelment is **70 points.** All agencies obtaining 70 or more marks will be arranged in descending order of marks obtained.

 (**Documents as mentioned above and Annexure-A to C duly filled to be uploaded along with bid**)

Notification of Empanelment and Signing of Contract

27. UIDAI will empanel up to fifteen (15) selected agencies as SDAs subject to their scoring qualifying marks in the technical evaluation. UIDAI shall issue Notification of the empanelment for the selected firms along with the empanelment purchase order.

28. Within 30 days of receipt of the Notification of the empanelment form from UIDAI, the successful Agencies shall sign and date the empanelment contract and return it to the UIDAI.

29. Within 14 days of the receipt of Notification of empanelment from the UIDAI, but before the signing of the purchase order, the successful Agencies shall furnish the Empanelment Security Deposit of **Rs 5 lakhs** in form of irrevocable Bank Guarantee valid for two months beyond the period of empanelment, except for Micro and Small Enterprises(MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department.

Post Empanelment: Selection of Empanelled SDAs for a Project work and Issue of Purchase Order

30. **Project Initiation process** – Following process will be followed by different business divisions of UIDAI for identifying a SDA for their intended work:-

Step	Responsibility	Role	Refer Annexure
1	Business Division	A brief 1-2 page document defining the goals of the project to be developed. **The Business Division shall thereafter share the document with all empanelled SDAs along with proposed criteria of selection (QCBS or Least Cost) of the SDA.** (Time – T – date of issue of Business requirement to the empanelled agencies)	
2	Empanelled SDAs	Based on internal deliberations, SDAs must convey their interest in the project within one week of the document being shared with them. **(T +1 week)**	
3	Interested SDAs and committee formulated by Business Division for evaluation of SDAs.	**Design Phase** – Architect(s)/Technical Lead(s)/Business Analysts(s) from interested SDAs will hold deliberations/discussions with the business division and evaluation committee about the scope and granular design details of the project, for facilitating SDAs in submission of Design proposal for the project. The discussion/deliberation must be completed within 2 weeks from the date of intimation of interest by the SDA i.e., **T + 3 weeks**. **Note**: 2 weeks is the maximum duration. Respective	

		SDAs, depending upon their capability and understanding of the scope of project, may complete the design proposal in lesser duration.	
		The evaluation committee would be formulated by the Business Division with the following composition – i) ADG Application, Tech Centre ii) Chief Architect (Optional) iii) Chief Product Manager (Optional) iv) Senior Technology Architect, UIDAI v) Chairman and /or Other members to be decided by Business division (Members from Tech Centre may also be incorporated.)	
4	Interested SDAs to submit their proposals in two Sealed envelopes i.e. One as technical proposal and other for commercials.	**Design Proposal Submission** by interested SDAs to Business Division (within 01 week of completion of Design phase –i.e., **T + 4 weeks max**) with the following details – i) Business Requirements Document (BRD) in line with reference format given as **Annexure-E**. ii) Technical Requirements Document (TRD) in line with reference format given as **Annexure-F**. iii) Proposed team along-with their CVs as per format specified by business division. iv) Proposed documentation in the beginning and on completion of the project. v) Proposed time lines for different milestones of the entire project. vi) Proposed Cost & effort estimation based on RFE rates for entire project including post deployment support for twelve months. This will also include envisaged travel/stay costs of the resources. vii) Proposed plan for knowledge transfer to UIDAI designated team after one month of deployment and before final sign off.	The proposed design may follow 'AGILE methodology' or 'Waterfall Model' for software development. The proposal shall have distinct stages or mile stones with number and type of resources estimated for each along with anticipated timelines. These details shall be used for proposal and subsequent performance evaluation of the SDA.

31. **SDA Selection – The business division shall select SDA as under**:-

Step	Responsibility	Role	Refer Annexure
1	Evaluation Committee formulated by Business Division, as detailed above	The Selection of SDAs/resources from amongst the proposed resources based on the evaluation criteria as detailed in the initial project proposal by The Business Division & **Annexure D**. OR Resources from multiple SDAs may also be selected for a project. However, this does not restrict UIDAI from seeking the services of other SDAs in place of the SDA securing highest points.	Evaluation criteria as per **Annexure D**.
2	Business division	Intimating the Technology Division, viz., ADG (Tech-II), UIDAI HQ about the details of the resources finalized for deployment – i) Names of resources ii) Designation iii) Period of Deployment	
3	Technology Division	Placing of Purchase Order based on the details of resources to be deployed and detailed timelines with milestones proposed.	

32. **On Boarding SDA resources**.

Step	Responsibility	Role	Refer Annexure
1	Concerned SDA	On receipt of Purchase Order, Software Development Agency (ies) will arrange interaction with the resources whose CVs were submitted as part of Design proposal submission. SDA will submit equivalent or higher CVs, in case SDA is unable to provide resources whose CVs were provided earlier or the Evaluation Committee formulated by Business Division, finds them unsuitable after the interaction. On-board the resources on receipt of final Go-ahead from business division. No resources to be deployed without formal Purchase Order from UIDAI.	

Step	Responsibility	Role	Reference
2	Concerned SDA	Before deployment background check (criminal, previous employer, credentials etc.) of selected i.e. 'Accepted' resource will be done and shared with Business Division/Tech Centre and copy to ADG (Tech-II). In case, background of the selected resource is found unsatisfactory, CV of equivalent or higher replacement shall be submitted for interview and approval by business division. SDA will submit the Background Check report before on-boarding. Besides, the approved list of resources working from Technology Centre to be shared with ADG (Admin) of Technology Centre.	
3	Concerned SDA	Non-Disclosure Agreement signed by the Selected resource (SDA employees) shall be submitted to business division within 2 days of joining	
4	Business division and/or Tech Centre in UIDAI	Business division and/or Tech Centre, as the case may be, shall arrange for Physical and logical/necessary access (e.g. KM Portal access, Firewall access, UIDAI email ID etc), IT hardware, IS clearances, email ID creation etc for new joinees.	

33. **Post On- Boarding**

Step	Responsibility	Role	Reference
1	Business Division and/or Tech Centre and Concerned SDA	**Attendance Management:** • Attendance will be recorded using UIDAI based attendance system • Concerned SDA will provide list of resources for the previous month to respective ADG in UIDAI along with their Aadhaar Enabled Biometrics Attendance System (AEBAS) Ids. • ADGs will fetch the attendance report from BAS. ADGs will review and provide the approval/rejection on the attendance (i.e. No of days approved for payment/ rejected for deduction) in a consolidated summary sheet along with the monthly invoice to be raised by the SDA. **Note:** 1. The bi-monthly invoice raised by the SDAs will be vetted by respective ADGs. 2. When the BAS device is not functional (for technical reason beyond control of SDA), attendance based on hard copy/register shall be **consider**ed and an email to ADG shall be shared by SDA employee.	Project proposal formulation, obtaining necessary departmental approvals, SDA selection, work order preparation, coordination with Tech Center and MSP, project closure and timely payments etc.
2	Concerned SDA	**Leave Management:** SDA resources shall follow the UIDAI Holiday Calendar and no paid leaves shall be provided.	

3	Concerned SDA	**Security:** • The on-boarded resources are required to wear their UIDAI ID cards at all times when present at UIDAI / client's place. • The security booklet provided by UIDAI is to be signed by the selected resource	
4	Business Division and/or Tech Centre	**Task Assignment** Business Division/Tech Centre shall assign the Task to SDA resources after necessary induction (Do's and Don'ts) guidelines have been explained to the new joinees and necessary enablement on the access and resources (Desktop, permission to the premises etc.) has been done.	Records of the induction will be maintained by respective divisions
5	SDA	**Project Progress:** The SDA shall be fully responsible for regular monitoring of progress, testing and timely delivery of milestones as per purchase order. It will also propose periodic review meetings as deemed essential. SDA shall nominate one of its official as single point of contact for a particular assignment. SDA shall make use of UIDAI provided tools to document Sprint Details, Story Board items and progress made. If SDA intends to make use of any other tool other than the provided by the UIDAI, cost of the same should be borne by the SDA.	
6	Business Division and/or Tech Centre	**Performance Management:** The performance review of the 'Accepted' resources by concerned ADG. If the performance is unsatisfactory, the same will be communicated to concerned SDA and UIDAI, in writing so that de-boarding process is initiated by SDA. In case the replacement is required fresh on boarding process shall be initiated.	

34.   **Completion of assignment.**

Step	Responsibility	Role	Refer Annexure
1	Business Division	Completion of task to be certified	

Step	Responsibility	Role	Refer Annexure
2	SDA	Application or the project post security and QA certifications will be shifted in UIDAI production environment in consultation with Tech Center teams. Once successfully operational in production environment, the SDA will hand over complete code along with proper documentation to the UIDAI appointed MSAP within a period of three months of 'go-live' in production.	
3	SDA	Closure of all open defects. Certificate to this effect to be obtained from concerned business division.	

35. **Off boarding**.

Step	Responsibility	Role	Refer Annexure
1	Concerned SDA	Once the employee/s has/have decided to exit UIDAI project, a communication will be required to be provided to concerned Business Division and Tech-II Division.	
2	Concerned SDA and Business Division and/or Tech Centre	Hand over-take over activities like knowledge transfer, discontinuation of access etc. are completed.	
3	Concerned SDA and Business Division and/or Tech Centre	The Exit form needs to be filled in for the resource and submitted to concerned ADG for initiating exit formalities. A copy should be sent to ADG Tech-II, HQ UIDAI too.	
4	SDA	Closure of all open defects. Certificate to this effect to be obtained from concerned business division.	

SECTION IV – General Conditions of Empanelment Contract

1. The empanelment contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

2. The Agencies and their Personnel shall pay such taxes, duties, fees, and other impositions levied under the Applicable Laws of India. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after submission of proposal by the interested firm, the same shall be passed on to the UIDAI/Agency.

3. Participating firm shall observe the highest standard of ethics during the selection & execution of empanelment contract.

4. **Limitation of Liability** - Except in case of gross negligence or willful misconduct:

   a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the empanelled agency to pay liquidated damages to the Purchaser; and

   b. The aggregate liability of the empanelled agency to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to any obligation of the empanelled agency to indemnify the Purchaser with respect to patent infringement.

   c. The Purchaser shall not be liable to the empanelled agency in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract.

   d. 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, commercials, pricing, financial 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 bidding process, contract period and further will survive the contract period in case we are selected as a empanelled agency. Any information which may be orally/visually disclosed, will be identified at the time of disclosure as confidential by the Purchaser. Further the Bidder is bound by the Aadhaar Act and Rules and Regulations there under notwithstanding the confidentiality obligation set forth in the Agreement. The empanelled firm shall disclose to the UIDAI in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Empanelled Agency or the Empanelled Agency's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

5. The empanelled firm shall disclose to the UIDAI in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Empanelled Agency or the Empanelled Agency's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

6. In case, UIDAI does not find the work of the agency up to its satisfaction, UIDAI reserves the right to get it done from any other agency(s) for which the agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time.

7. Mere empanelment with UIDAI does not guarantee allocation of work. UIDAI shall have full rights to choose the best fit firm among the empanelled agencies for a specific work based on the techno commercial proposals. UIDAI may also empanel more firms at its discretion or requirement in future.

8. UIDAI may by written notice sent to the empanelled firm, terminate the Purchase order, in whole or in part, with 30 days notice, at its convenience.

9. The UIDAI may terminate this Purchase order in case of the failure of performance of empanelled firm/Agency obligations under the Purchase order, insolvency of the agency, corrupt or fraudulent practices adopting by the Agency, Force Majeure or non-declaration of conflict of interest of the Agency with the assignment under the purchase order, with 30 days notice period.

10. **Contract Duration**. The empanelment contract with empanelled firm shall be applicable initially for a period of 2 years (two years) from date of signing of purchase order. The period of empanelment may be extended by 1 year (one year) at the sole discretion of UIDAI. After every year of empanelment contract the man month rate for all categories shall be increased **by 8%.**

11. The agency shall submit PBG of 10% of Purchase Order (PO) value which is issued having validity of 30 days beyond the duration mentioned in the Purchase Order (including maintenance period). This PBG shall be submitted within 10 days after receiving PO. Separate PBG shall be submitted for every Purchase Order issued to the agency. PBG(s) will be extended with suitable duration as specified by UIDAI, in case the project time lines are extended for any reasons.

12. Except with prior written consent of UIDAI, empanelled firm or its Personnel shall not communicate to any person or entity any confidential information acquired in the course of services.

13. All technical requirement documents, business requirement documents, plans, drawings, specifications, designs, reports, source code and any other documents submitted developed or customized by the empanelled agencies under this empanelment contract shall become and remain the property of the UIDAI, and the empanelled agencies shall not later than upon termination or expiration of this empanelment contract, deliver all such documents to the UIDAI.

14. The intellectual property rights to all the deliverables under this empanelment contract shall remain sole and absolute property of the "UIDAI".

15. 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 agencies prior to this empanelment contract and all new ideas, inventions, innovations, or developments conceived, developed or made by empanelled agencies or its employees shall remain the property of the empanelled agencies.

16. **Payment Terms**. Total cost of the services to be provided under the respective assignment payable to the empanelled firm shall be derived on the basis of staff man month rates as provided in Schedule of rates in **Table 2**, for all personnel and the time period as per the purchase order. The Business Division may choose to adopt any of the

following two "Payment Models" at the time of issuing of project proposals to the empanelled agencies:-

(a) **Development Milestone Based Payment**. Payment shall be made at end of every two months (bi-monthly-BM) for the time and number of resources deployed, subject to SDA meeting purchase order milestones or stages. In case a particular development milestone has not been met in terms of time line or performance level as per purchase order, then SDA will be paid only 70% of the payment due in that and subsequent bi-monthly periods till development milestone completion. The withheld amount shall be released when the particular milestone has been met to the entire satisfaction of UIDAI. However delays in development milestone delivery will lead to deductions as under:-

> (i) No deductions, if milestone is completed within one month from purchase order milestone date.

> (ii) 50% of withheld amount will be deducted if development milestone is completed after one month but before two months from purchase order milestone.

> (iii) No payment of balance due will be made if a particular milestone is not achieved even two months after the purchase order milestone date.

(b) **Fixed Payments.** 100% Payment shall be made at end of every two months (bi-monthly-BM) for the time and number of resources deployed, subject to deductions on account of leave of resources and delay in on-boarding etc. as specified in the Purchase Order.

17. UIDAI Business Division with the help of ADG (Applications) will certify the completion status of a particular milestone(s) at the end of every two months. SDA will be required to submit a certificate duly certifying the achievement or completion of a mile stone(s) from the ADG Business Division, Tech Center along with payment invoices for every payment cycle.

18. UIDAI may enhance scope of the work during execution of a project, if required, based on mutual agreement through a change order process as explained in 'Scope of Work'. However, this enhancement may be limited to a maximum of 50% in terms of cost of the original purchase order at the sole discretion of UIDAI.

19. The biometric attendance will be done by UIDAI for the manpower and it will form the basis of payments to be made to agency. Also working hours will be from 0930 hrs till 1800 hrs from Monday to Friday. However, as and when necessary based on criticality, it is expected that the deployed resource will work extra hours including weekdays or weekend without any additional payment. The local holiday schedule of UIDAI will be followed and no paid leaves will be provided.

20. At times empanelled agencies shall be asked to deploy resources on partial monthly basis also with min of 25% man month as billing.

21. The business division, while finalising the project may ask for availability of certain resources for maintenance and bug-fixing after project closure. These resources could be utilised as per its discretion and may not be liable to pay for these unless consumed. The payments for these would be on prorate basis for each type. The estimation of such requirements and time engagement would be proposed by business division before SDA on-boarding itself.

SECTION V - SCOPE OF WORK

22. This RFE aims to identify and engage agency (ies) to provide Software Development/maintenance services for the UIDAI on time and material basis. The agencies shall work in close collaboration with UIDAI Technical Team(s).

23. 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 which helps Government and Private Enterprise deliver services to the Resident.

24. The empanelled agency(ies) shall provide high quality technical resources for Software development. Scope shall mainly include the software system development and maintenance (entire UIDAI software application modules or any module or sub-module or components). However UIDAI shall provide the details at the time of assignment of the job. Indicative list of projects which the empanelled agencies would be expected to perform through their manpower is provided below:-

- Core UIDAI Application development and maintenance consisting of application clients, backend, API/endpoints etc

- Supporting Applications such as

    i.   Administration through Admin Portal

    ii.   Analytics and Reporting or Business Intelligence

    iii.   Fraud Management

    iv.   Portals for Partners and Public

    v.   Mobile applications

    vi.   All necessary code required for automated testing, deployment, upgrade/migrate, and monitoring from application perspective.

Other services such as

    i.   Integration with 3rd party applications

    ii.   Sample application for POC studies

    iii.   Reference implementations for UIDAI ecosystem partners.

    iv.   Consulting service for requirements analysis, technical design and PoC

Nature of Projects:

    i.   New functional enhancement as required

    ii.   Re-design and/or re-factoring of application architecture as required

    iii.   Upgrading to new technology versions

    iv.   Mobile strategy and responsive design

    v.   Performance improvement

Use of AI/ML based solutions to develop new applications / improve performance of existing applications.

For each assignment under the empanelment, UIDAI shall constitute an evaluation committee for selection of the agency from the empanelled agencies. Empanelled agencies shall be asked by UIDAI to submit the resume of the proposed

resources for the specific task. UIDAI shall conduct an interview of all proposed resources of the finalised agency, before issue of final Purchase Order.

25. UIDAI may also constitute a team of technical resources for a specific task which may be drawn from different empanelled agencies.

26. UIDAI may constitute a team of 3-8 developers/testers for a specific project by drawing resources from other empanelled agency(ies), if the finalised agency is not able to arrange the proposed resources.

27. The business division, while finalising the project may ask for availability of certain resources for maintenance and bug-fixing after project closure. These resources could be utilised as per its discretion and may not be liable to pay for these unless consumed. The payments for these would be on prorate basis for each type. The estimation of such requirements and time engagement would be proposed by business division before SDA on-boarding itself.

28. If selected agency is not able to provide specific roles in the purchase order, UIDAI will have the right to source these roles from other empanelled agencies and place them as part of the team for a specific task/project.

29. The empanelled agency may choose to participate or not to participate in the selection process for any assignment after empanelment. However, in case it is seen that an empanelled agency has not participated even in one of the proposals for last one year, UIDAI may revoke its empanelment along with forfeiture of initial Empanelment security deposit.

30. The empanelled agency shall obtain UIDAI prior approval before any change, replacement, withdrawal or addition to the Personnel selected and accepted by the UIDAI, as part of team for any assignment for which the empanelled agencies has been given the purchase order.

31. Primary Location of Deployment for a Resource. Resources engaged under the empanelment from the empanelled agencies can be deployed at its Head quarter at Delhi or UIDAI Technology Center Bengaluru for each project. The Business division will specify primary location for each resource in its original proposal as well as in purchase order. The resources will be deployed at their primary location by the SDA.

The resources may however, be required by UIDAI to travel to other locations in India in relation to the work assigned. The empanelled SDAs will be asked to include envisaged travel/stay cost in their project proposals at the time of selection of Empanelled SDAs for a Project. This will be included towards overall project cost for the purpose of evaluation.

32. Resources placed under any assignment shall be evaluated every month for the performance and the bi-monthly payment will be made as per rates mentioned in **Table 2.** Agency shall replace low performing resources. For such purpose UIDAI shall give one month notice to the respective Agency. During the notice period of one month Agency shall be paid only 75 % of the respective man month rate on pro rata basis. No payment for the said resource shall be made in case he/she is not replaced even after notice period of one month.

33. The Empanelled Vendor 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 safe and effective equipment, machinery, materials and methods.

34. The empanelled firms shall at all times indemnify and keep indemnified the UIDAI against all claims/damages etc. including any infringement of any IPR while providing its services under the project. All empanelled firms shall sign a Non- Disclosure Agreement (NDA) with UIDAI and shall adhere to the Information Security (IS) policies of UIDAI. SDAs shall sign internal NDAs with resources being deployed with UIDAI.

35. **Dispute Resolution:**

a.   If during the subsistence of this Agreement or thereafter, any dispute(s) and/or difference(s) and/or claim(s) 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 Agreement regarding any question, including as to whether the termination of this Agreement by one Party hereto has been legitimate, etc. the Parties hereto shall endeavour to settle such dispute amicably by giving the other party a notice invoking good faith negotiations (GFN). 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 from invoking of GFN, gives a thirty (30) days' notice to refer the dispute(s) and/or difference(s) and/or claim(s) to arbitration to the other Party in writing.

b.   Upon failure of the good faith negotiations in terms of Clause 35 (a) above any dispute(s) and/or difference(s) and/or claim(s) shall be referred to and decided by Arbitral Tribunal comprising of three Arbitrators – one to be appointed by each party and the Presiding Arbitrator to be nominated by the said two Arbitrators. The decision of the Arbitral Tribunal shall be final and binding on the parties. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 (as amended). The venue of Arbitration proceedings shall be in New Delhi, India. The Parties agree that till the outcome of the Arbitration proceedings, the Empanelled Vendor shall continue to perform its obligations in terms of this Agreement. All fees pertaining to arbitration proceedings shall be borne equally by the parties and all costs incurred by the parties shall be borne by the respective parties. The language of the Arbitration shall be English.

36. **Skills required by the Resources:-**

S No.	Profile	*Indicative Technical Skills (or subject to project requirements)
1	Principal Architect	Java, Mule, Tomcat, Rabbit-MQ, MySQL, SOLR, HBase, Hive, Spark, Knowledge of Spring, Springboot, Hibernate framework, Micro-Services, Docker Service, DevOPs practices, AI/ML with Python and libraries like Tensorflow, Keras, OpenCV, Matplotlib, scikit-learn, numpy etc.
2	Product Manager	Agile working, Java, Mule, Tomcat, Rabbit-MQ, MySQL, SOLR, Hbase, Hive, Spark, Android, EMS tools, Bug fixing & Mtce
3	Delivery Manager	PMP, Java, Mule, Tomcat, Rabbit-MQ, MySQL, SOLR, Hbase, Hive, Spark, Android, EMS tools, Bug fixing & Mtce, Agile concept

4	Architect	Back End Architect	DBMS, Java, Mule, Tomcat, RabbitMQ, MySQL, SOLR, Hbase, Hive, Spark, AI/ML with Python and libraries like Tensorflow, Keras, OpenCV, Matplotlib, scikit-learn, numpy etc.
		Front End Architect	Liferay, Android, Java Swing UI, HTML5, Knowledge of Spring, Springboot & Hibernate frameworks, Micro-Services, Docker-Service, DevOPs practices
5	Security Architect		PKI Encryption, Encryption Algorithms, Vulnerability Assessment, Secure Code Review
6	Technical lead	Knowledge of Spring, Gradle build tool, Spring boot & Hibernate frameworks, Micro-Services, Docker-Service, DevOPs practices, AI/ML with Python and libraries like Tensorflow, Keras, OpenCV, Matplotlib, scikit-learn, numpy etc.	
		Technical lead-Enrolment/ Update client	Technical lead- Enrolment/ Update client
		Technical lead-Enrolment Backend	Technical lead- Enrolment Backend
		Technical lead-API	Technical lead- API
		Technical lead-Portals	Technical lead- Portals
		Technical lead-Auth/e KYC	Technical lead- Auth/e KYC
		Technical lead-BI & analytics	Technical lead- BI & analytics
		Technical lead-Mobile app	Technical lead- Mobile app
		Technical lead-Eco system	Technical lead- Eco system
		Technical lead-Build, testing &automation	Technical lead- Build, testing &automation
7	Database Admin		Database Admin
8	Business Analyst		Business Analyst

9	Developer	Knowledge of Jenkins, Puppet, SVN, GIT, Gradle build tool and working experience of Spring framework, Spring boot & Hibernate frameworks, Micro-Services, Docker-Service, DevOPs practices, AI/ML with Python and libraries like Tensorflow, Keras, OpenCV, Matplotlib, scikit-learn, numpy etc.	
		Developer – Enrolment/ Update client	Developer – Enrolment/ Update client
		Developer – Enrolment Backend	Developer – Enrolment Backend
		Developer – API	Developer – API
		Developer – Portals	Developer – Portals
		Developer – Auth/e KYC	Developer – Auth/e KYC
		Developer – BI & analytics	Developer – BI & analytics
		Developer – Mobile app	Developer – Mobile app
		Developer – Ecosystem	Developer – Ecosystem
		Developer – Build, testing & automation	Developer – Automated build, testing & deployment
10	Tester	Tester-Test Automation lead	Tester-Test Automation lead
11	UI/UX/Graphics/Creative Designer		UI/UX/Graphics/Creative Designer

Note: Above is indicative only, one candidate may not have all the skills. Candidate's suitability shall be assessed based on interview.

ANNEXURES

Annexure A: Organization and experience

A - Organization Details

[*Provide here a brief description of the background and organization of your company/entity and each associate company for this assignment. Also provide a brief description on the ownership details, date and place of incorporation of the company, objectives of the company etc.*]

Details of the Organization	
Name	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Address of the Registered Office in NCR, if any	
Area of expertise	
Contact person details (name, address, phone no. and email)	

Annexure B – Company's Experience – Software Development Services

Assignment name:	Approx. Value of Purchase order: (Mandatory field) (Mention purchase order value in INR)
Country:	Duration of assignment (months):
Location within country:	
Name of Organisation:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your company under the purchase order (in INR):
Start date (month/year):	No. of professional staff-months provided by associated Agencies:
Completion date (month/year):	
Name of senior professional staff of your company involved & functions performed (indicate most significant profiles such as Project Director/Coordinator, Project Manager, Subject Matter Specialist):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Annexure -C

Format Table for submitting Project Details (use one Table for each project, whose write-up has been submitted)

S. No.	Criteria	Reference & short extracts from the write ups (to be filled by prospective SDAs)	Max Marks	Marks Obtained
	1	2	3	4
1	**Technology used**	**Technology used**		
	(a) Complexity of system design- 2.5	**Project Complexity (2.5)**		
	Marks will be awarded as follows:			
	i. Project includes the following modules with availability of 24x7:			
	• API-based online services, for public or internal use;	**Use of API-based online services -**		
	• Workflow processes (i.e. stage-driven asynchronous back-end processes) and batch processes;	**Workflow processes -**		
	• Omni-channel applications, i.e. applications for different UX channels such as mobile, web portals, SMS, IVRS, chat & social media;	**Applications for different UX channels -**		
	If project includes all of the above modules – 1.5 marks;		1.5	
	If project includes 2 of the above modules – 1 mark;			
	All other cases – 0 marks;			
	ii. End-to-end and real-time performance & throughput monitoring of all application services including batch processes – 0.5 marks;	**End-to-end and real-time performance -**	0.5	
	iii. Use of live SLA monitoring for performance & throughput, software quality, etc. – 0.5 marks;	**SLA Monitoring -**	0.5	
	(b) Security - 2.5	**Security (2.5)**		
	Marks will be awarded as follows:			
	i. Protection / Access control / Authorization control of microservice end-points or workflow processes – 0.5 marks;	**Protection / Access control**	0.5	
	ii. Use of symmetric application-level encryption – 0.5 marks;	**Use of Symmetric encryption -**	0.5	
	iii. Use of asymmetric application-level encryption – 0.5 marks;	**Use of asymmetric encryption -**	0.5	
	iv. Anonymization of sensitive data – 0.5 marks;	**Annonimisation of data -**	0.5	

	v. Client-side security and privacy across UX channels - 0.5 marks;	**Client side security-**	**0.5**	
	(c) Use of data analytics – 1.5	**Data analytics (1.5)**		
	Marks will be awarded as follows:			
	i. Minimum size of analytics database (excluding BLOBs & files) of 10 TB – 0.5 marks;	**Size of analytics database -**	**0.5**	
	ii. Real-time big data analytics, for at least 500 data feeds per second, with each data feed of at least 25 KB – 0.5 marks;	**Data feeds 25 KB for real-time data analytics-**	**0.5**	
	iii. Incremental aggregation for optimal query response, for database size as mentioned above – 0.25 marks;	**Incremental aggregation -**	**0.25**	
	iv. Self-service dashboards with charting – 0.25 marks;	**Self-service dashboards with charting -**	**0.25**	
	v. All other cases – 0 marks;			
	(d) Use of automated devops – 1.5	**Automated devops (1.5)**		
	Marks will be awarded as follows:			
	i. Automated data-driven functional test harnesses with coverage of at least 90% of scenarios and integrated into CI/CD pipeline – 0.5 marks;	**Data-driven functional test harnesses -**	**0.5**	
	ii. Automated & transparent single-click build & deployment, using CI/CD, into multiple production & non-production environments – 0.5 marks;	**Single-click build & deployment -**	**0.5**	
	iii. Security testing integrated into CI/CD pipeline – 0.5 marks;	**Integrated Security testing -**	**0.5**	
	iv. All other cases – 0 marks;			
	(e) Use of artificial intelligence/machine learning - 2	**Use of AI/ML (2)**		
	Marks will be awarded as follows:			
	i. Use of AI/ML to solve vision related problems – 0.25 marks;	**Use of AI/Ml to solve vision related issues-**	**0.25**	
	ii. Use of AI/ML to solve NLP and translation related problems – 0.25 marks;	**Use of AI/Ml to solve translation related issues -**	**0.25**	
	iii. Framework for accuracy measurement & version control of AI/ML models – 0.5 marks;	**Framework for accuracy -**	**0.5**	
	iv. Automated deployment of AI/ML models in production using auto-scaling technology and with live monitoring of performance – 0.5 marks;	**Automatic Deployment of AI/ML models -**	**0.5**	
	v. Deployment of AI/ML models on mobile & edge devices – 0.5 marks;	**Deployment of AI/ML models on mobile & edge devices -**	**0.5**	
	vi. All other cases – 0 marks;			
2	**Architecture:**	**Architecture**		
	a) Modularity(API/Micro-services): **05 marks**	**Modularity-API/Micro-services (05)**		

	Marks will be awarded as follows:			
	i. Use of layered architecture – 1 mark;	**layered architecture -**	**1**	
	ii. Use of API-first principles – 1 mark;	**API Principles -**	**1**	
	iii. Use of microservices with minimum of 50 end points and with relational database as data source – 1 mark;	**Use of micro services with minimum of 50 end points -**	**1**	
	iv. Use of microservices with minimum of 50 end points and with NoSQL database as data source – 1 mark;	**Use of micro services with minimum of 50 end points and with NoSQL -**	**1**	
	v. Use of microservices, with minimum number of end points as defined above, that modify the back-end database – 1 mark;	**Use of micro services with minimum of 50 end points that modify the back-end database -**	**1**	
	b) Scalability: **03 marks**	**Scalability (03)**		
	Marks will be awarded as follows:			
	i. Auto-scaling using containerization & orchestration – 1 mark;	**Auto-scaling using containerization & orchestration -**	**1**	
	ii. Use of scalability mechanisms for databases & data lakes including, but not limited to, data partitioning, parallel processing, pre-computed data aggregations – 1 mark;	**Scalability for databases & data lakes -**	**1**	
	iii. Elasticity in deployment with automated provisioning & de-provisioning of infrastructure resources – 1 mark;	**Elasticity in deployment & automated provisioning & de-provisioning -**	**1**	
	iv. All other cases – 0 marks;			
	c) Customisation: **02 marks**	**Customisation (02)**		
	Marks will be awarded as follows:			
	i. Customization of workflow processes – 1 mark;	**Workflow Customization -**	**1**	
	ii. Customization of omni-channel applications – 1 mark;	**Omni -channel Customization -**	**1**	
	iii. All other cases – 0 marks;			
3	**Impact/footprint; Large traffic volume /concurrent users: 05 marks**	**Impact/footprint**		
	Marks will be awarded as follows:	**Large traffic volume /concurrent users (05)**		
	i. Developed micro service, or equivalent, with relational database as data source, and with minimum throughput of 2000 requests per second for any endpoint – **1.25** marks;	**Development of micro service, or equivalent, with relational database as data source -**	**1.25**	

ii. Developed micro service, or equivalent, with NoSQL database as data source, and with minimum throughput of 2000 requests per second for any endpoint – **1.25** marks;	**Micros ervice, or equivalent, with NoSQL database as data source -**	**1.25**	
iii. Developed workflow process, with minimum of 15 activities, and with minimum business transaction throughput of 500,000 per day – **1.25** marks;	**Workflow process, with minimum of 15 activities -**	**1.25**	
iv. Developed omni-channel application, with minimum of 1000 concurrent users, for any activity excluding login or authentication, for web or mobile channel – **1.25** marks;	**Omni-channel application, with minimum of 1000 concurrent users -**	**1.25**	
v. All other cases – 0 marks;			
Total Marks		**25**	

Table 1: Summary of Resources and Cost Category

S. No	Profile	Years of Experience	Cost Category
1	Principal Architect	Min 8 yrs	A
2	Product Manager	Min 6 yrs	B
3	Back End Architect	Min 6 yrs	B
4	Front End Architect	Min 6 yrs	B
5	Security Architect	Min 6 yrs	B
6	Technical lead- Enrolment/ Update client	Min 4 years	C
7	Technical lead- Enrolment Backend	Min 4 years	C
8	Technical lead- API	Min 4 years	C
9	Technical lead- Portals	Min 4 years	C
10	Technical lead- Auth/e KYC	Min 4 years	C
11	Technical lead- BI & analytics	Min 4 years	C
12	Technical lead- Mobile app	Min 4 years	C
13	Technical lead- Eco system	Min 4 years	C

14	Technical lead- Build, testing &automation	Min 4 years	C
15	Developer- Enrolment/Update Client	Min 1-2 yrs	D
16	Developer – Enrolment Backend	Min 1-2 yrs	D
17	Developer –API	Min 1-2 yrs	D
18	Developer –Portal	Min 1-2 yrs	D
19	Developer –Auth/eKYC	Min 1-2 yrs	D
20	Developer-BI & Analytics	Min 1-2 yrs	D
21	Developer – Mobile App	Min 1-2 yrs	D
22	Developer –Eco System	Min 1-2 yrs	D
23	Developer- Build, Testing and Automation	Min 1-2 yrs	D
24	Developer- Enrolment/Update Client	3-5 yrs	D
25	Developer – Enrolment Backend	3 -5 yrs	D
26	Developer –API	3-5 yrs	D
27	Developer –Portal	3 -5 yrs	D
28	Developer –Auth/eKYC	3-5 yrs	D
29	Developer-BI & Analytics	3 -5 yrs	D
30	Developer – Mobile App	3-5 yrs	D
31	Developer –Eco System	3 -5 yrs	D
32	Developer- Build, Testing and Automation	3-5 yrs	D
33	Business Analyst	5+ years	D
34	Developer - Enrolment/ Update client	5 + years	D

35	Developer - Enrolment Backend	5+ years	D
36	Developer – API	5 + years	D
37	Developer – Portals	5+ years	D
38	Developer - Auth/e KYC	5 + years	D
39	Developer - BI & analytics	5+ years	D
40	Developer - Mobile app	5 + years	D
41	Developer - Eco system	5+ years	D
42	Developer - Build, testing &automation	5 + years	D
43	Tester	Min 2 years	E

Table -2: Schedule of Rates under cost category:-

S No	Cost Categories	Cost per month (In Rupees) (Excluding Tax)
1	A	4,14,000
2	B	3,16,250
3	C	3,08,000
4	D	Developers with 1-2 Years of experience – 1,57,840
		Developers with 3-5 Years of experience – 1,95,500
		Developers with more than 5 Years of experience – 2,42,880
5	E	1,51,800

GST to be applicable as per prevailing rates additionally.

Annexure D – Project Design Proposal Evaluation Criteria

Techno Commercial Evaluation – The proposals submitted by empanelled SDAs shall be evaluated by the Business Division as per original project proposal invitation (QCBS or Least cost).

Note – In case finally selected SDA refuses to undertake the assignment due to any reasons, their empanelment will be cancelled along with forfeiture of empanelment security deposit of Rs 5 lakhs. All remaining SDAs who have submitted proposals will then be given option to match the cost/time lines of the 'finally selected SDA' and to provide equallent or higher caliber resources. In case there is more than one SDA who has submitted willingness to revised terms, UIDAI will award work to the SDA who was highest in order in the original rankings.

Performance Report of SDAs on Task Completion by UIDAI Functional Divisions:-

S No	Parameter	Indicator
1	Team Members Evaluation	All resources to be scored on a scale of 100. Resources scoring less than 40 will be asked to be replaced.
2	Delays in adherence to timelines	Percentage of delays in timelines to be indicated.
3	Defects post go-live in production	Number of P1/P2 defects

BUSINESS REQUIREMENT DOCUMENT (BRD)

Project Name:

BRD Version No:0.1

1. **Executive Summary**

2. **Acronyms /Abbreviations**

Term	Description
UIDAI	Unique Identification Authority Of India
EA	Enrolment Agency
RO	Regional Office
REG	Registrar

3. **Scope**

   3.1.Included in Scope

   The scope of the project includes:

   1) ……………………..
   2) …………………………
   3) …………………………….

   3.2.Excluded from Scope

   The scope not covered in "included in Scope" is considered as excluded from scope.

4. Business Overview

   4.1. AS IS

   ………………………………….

   4.2.TO BE

   ✓ -----------------------

   ✓ …………………………………

   …………………………………..

5. **Stakeholders**

   1. UIDAI
   2. ………………
   3. ………………..

6. Requirement Summary

Req. No.	Description
Req01	
Req02	
Req03	
Req04	

7. Requirements Details

   7.1.………………………………..

   This functionality will allow ……………………………………..

   7.1.1.Business Process Description

   1) ……………………...
   2) …………………………...
            ……………………………

   7.1.2.Business Rules for Requirements 1

   ✓ ………………………………………..
   ✓ ………………………………………..

   7.1.3.Assumption for requirement 1

            ……………………………………….

   7.2.………………………….

   This functionality will allow ………………………………..

   7.2.1.Business Process Description

   1) ……………………….
   2) ………………………..
   3) …………………………..

   7.2.2.Business Rules for Requirements 2

1) ………………………..
2) ………………………….

   7.2.3.Assumption for Requirement 2

   ………………………

1. **Impact on Business Intelligence (BI)**

2. **Security Requirements**

   - ……………………
   - …………………………….
   - ……………………………………….

3. **Fraud Risk Requirements**

   ……………..

4. **Other Information**

TECHNICAL REQUIREMENT DOCUMENT (TRD)

Project Name:

Project Owner:

Template usage guide – This is only a template. You may add or delete additional sections if required.

1. **Executive Summary**

   Solr …………………………………………...

2. **Acronyms /Abbreviations**

Term	Description
SOLR	Searching On Lucene w/Replication (HTTP based search application).
HA	High Availability

3. **Scope**

   The scope of this TRD involves:

   1. Upgrade ……………..
   2. Updating …………………..
   3. Updating ………………………………...

4. **Project overview**

   4.1. AS IS

   In the current condition, …………………………………………

   …………………………………………..

   4.2. TO BE

   Solution proposed in this document consists of majorly below concepts:

   1. ……………………...
   2. …………………...
   3. …………………………….

   Diagrammatic representation of present architecture

   4.3. TO BE Architecture

   To be architecture Diagrammatic representation

5. **High level functional requirements**

   - UIDAI Architecture team

   - ……..

- MSP development team

- …….

6. High level technical requirements

Req. No.	Description	Comments
1.		
2.	.	
3.		
4.		

7. Technical Requirements Details

7.1. Title for Requirement 1

Upgrade the existing version …………………….....

7.1.1.Assumption for requirement 1

It can be upgraded to ……………………………………

7.1.2.Impact of proposed changes

Post upgrade to ………………………………………………….

7.2.Title for Requirement 2

7.2.1.Assumption for requirement 2

7.2.2.Impact of proposed changes

8. Impact on Business Intelligence (BI)

[Describe the impact on BI system as per technical requirement.]

9. Non Functional Requirements

9.1.Testing Requirements

………………………………….

9.2.Performance Requirements

………………………………………..

9.3.Safety Requirements

…………………………………………..

9.4.Security Requirements

……………………………………………..

9.5.Software Quality Attributes

……………………………………………..

ANNEXURE- G

INTEGRITY PACT

This pre-contract agreement (hereinafter called the "Integrity Pact" or "Pact") is made on <<day>> of <<month, year>>, between, on one hand, the President of India acting through <designation and department> Purchaser (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part **AND**

M/s <<bidder's legal entity >> represented by <<name and designation>> (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to engage the Software Development Agency (SDA) for development of applications and the BIDDER is willing to offer/has offered the services and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERs to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:
Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all the BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of the BIDDER

3. The BIDDER commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.

3.3. BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.4. The BIDDER further confirms and declares to the BUYER that the BIDDER has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.5. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.7. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11. If the BIDDER who is involved in the bid process or any employee of such BIDDER or any person acting on behalf of such BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of BUYER who is involved in the bid process has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

3.12. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

For the purposes of clauses 3.11 & 3.12, the listed words shall have the ascribed meanings as follows:

   i) "employee of such BIDDER or any person acting on behalf of such BIDDER" means only those persons acting on behalf of such Bidder who are involved in the bid process / Project.

   ii) "officers/employee of the BUYER", means only those persons who are involved in the bid process / Project. iii) "financial interest/stake in the BIDDER's firm" excludes investment in securities of listed companies".

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

ANNEXURE- H

Format - NON-DISCLOSURE AGREEMENT

(To be provided on Non-judicial stamp paper of Rs.100/-)

WHEREAS, we the undersigned SDA, _____, 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 Deputy Director General, Unique Identification Authority of India, having its office at UIDAI HQ, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001 , hereinafter referred to as 'UIDAI' and, WHEREAS, the SDA is aware and confirms that the UIDAI's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the UIDAI 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 UIDAI,

NOW THEREFORE,

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

It is hereby agreed as under:

1. The confidential information to be disclosed by the UIDAI 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 UIDAI. We also hereby agree that this NDA will be binding on us through-out the bidding process and contract period and will survive the contract period in case we are selected as a successful SDA.

2. Confidential Information does not include information which:

   a. the SDA 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 SDA from a third party without any obligation of confidentiality;

   d. the SDA is required to disclose by order of a competent court or regulatory authority;

   e. is released from confidentiality with the written consent of the UIDAI.

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

3. The SDA agrees to hold in trust any Confidential Information received by the SDA, as part of the Tendering process or otherwise, and the SDA shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the SDA uses to protect its own confidential and proprietary information. The SDA 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 UIDAI 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 UIDAI expressly notifies the SDA of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the SDA acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the SDA's personnel to be present on premises of the UIDAI or may require the SDA's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the UIDAI while on or off premises of the UIDAI. It is understood that it would be impractical for the UIDAI to monitor all information made available to the SDA's personnel under such circumstances and to provide notice to the SDA of the confidentiality of all such information.

5. Therefore, the SDA shall disclose or allow access to the Confidential Information only to those personnel of the SDA 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 SDA will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the SDA's confidentiality obligation. Further, the SDA shall procure that all personnel of the SDA 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.

6. The SDA shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.

7. Confidential Information shall at all times remain the sole and exclusive property of the UIDAI. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the UIDAI, the SDA shall promptly deliver to the UIDAI 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 SDA 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 UIDAI. Without prejudice to the above the SDA shall promptly certify to the UIDAI, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the UIDAI in respect of the Confidential Information.

8. In the event that the SDA hereto becomes legally compelled to disclose any Confidential Information, the SDA shall give sufficient notice and render best effort assistance to the UIDAI to enable the UIDAI to prevent or minimize to the extent possible, such disclosure. SDA shall not disclose to a third party any Confidential Information or the contents of this RFE without the prior written consent of the UIDAI. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the SDA applies to its own similar Confidential Information but in no event less than reasonable care.

9. The SDA agrees to indemnify the UIDAI against any and all losses, damages, claims, or expenses incurred or suffered by the UIDAI as a result of the SDA's breach of this Agreement.

10. The SDA understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the UIDAI irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the UIDAI shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the UIDAI shall deem appropriate. Such right of the UIDAI shall be in addition to Remedies otherwise available to the UIDAI at law or in equity.

11. Notwithstanding any other provisions of this Agreement, the obligations of confidentiality of the information shall survive the termination or expiration of this Agreement.

For and on behalf of:

(SDA)

Authorised Signatory Office Seal:

Name: Place:

Designation:

Date :

Empanelment Agreement

THIS EMPANELMENT AGREEMENT (hereinafter referred to as the "**AGREEMENT**") made on this ___ day of _____ 2020 between Unique Identification Authority of India "UIDAI" acting through its 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 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 issued an RFE Dated **----th Nov 2020,** since purchaser was desirous to empanel qualified Software Development Firms providing Software Development Services as defined in the Scope of Work as annexed herein below at contracted rates for provisioning of related services.

AND WHEREAS the **---------------** has been selected as the successful Bidder and has agreed to provide Services as listed in Bid Document No *F. No. T-11014/27/2017-Tech dated* ----[th] Feb 2020 as per the rate(s) given in **the table below mentioned hereinafter.**

And Whereas Vendor would provide Software development and maintenance services as per the terms and Conditions of this Agreement to the ongoing/new projects of Purchaser and such support will be for a definite period and will not amount to any kind of employment obligation on the part of Purchaser.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

2. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

3. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

   A. Bid Document No *F. No. T-11014/27/2017-Tech dated* ---[th] Feb 2020 regarding "*Empanelment of Software Development Agencies*" in the Unique Identification Authority of India, including the below mentioned points.

   B. Clarifications/corrigendum issued by the **Purchaser** dated ---.XX.2020**.**

   C. Technical bid submitted by the **Vendor.**

   D. Notifications of letter of empanelment vide Order No. *T-11014/27/2017-Tech* dated _____ issued to the Vendor**.**

   E. Acceptance of Notification of Award by the Vendor vide Vendor Letter dated _____

4. **Term**: The Agreement with empanelled firm shall be applicable initially for a period of 2 years (two years) from date of signing on contract which may be extended by 1 year (one year). After every year of the contract the man month rate for all categories shall be increased by 8%.

5. **Consideration:** 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. The **Purchaser** hereby covenants to pay the **Vendor** in consideration of the provision of Services as listed in Table 1 and 2 as annexed below, in the manner prescribed by the Bid document Payment Clause 16 and **Table -2: (Schedule Of Rates Under Cost Category)** of the RFE.

6. The Terms and Conditions as specified in the RFE shall be construed as part of this Agreement. In contradiction of any clause of this Agreement and RFE, the terms of RFE shall supersede this agreement to the extent the same has not been modified **in terms of this Agreement or any amendment**

7. **Confidentiality**: The Terms of the Confidentiality will be as per the Non-Disclosure Agreement dated _____ signed by and between the Vendor and Purchaser.

8. No variation to the Agreement shall be effective unless it is documented in writing and signed by authorized representatives of both parties. No person who is not a party to this Agreement shall be entitled to enforce any of its terms.

9. **Governing Law and Jurisdiction**: All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Delhi. This Agreement shall be governed by the laws of India and only courts in Delhi shall have jurisdiction to   adjudicate the same.

10. **Dispute Resolution:**

    a. If during the subsistence of this Agreement or thereafter, any dispute(s) and/or difference(s) and/or claim(s) 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 Agreement regarding any question, including as to whether the termination of this Agreement by one Party hereto has been legitimate, etc. the Parties hereto shall endeavour to settle such dispute amicably by giving the other party a notice invoking good faith negotiations. 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 from invoking of good faith negotiations, gives a thirty (30) days' notice to refer the dispute(s) and/or difference(s) and/or claim(s) to arbitration to the other Party in writing.

    b. Upon failure of the good faith negotiations in terms of Clause 10 (a) above any dispute(s) and/or difference(s) and/or claim(s) shall be referred to and decided by Arbitral Tribunal comprising of three Arbitrators – one to be appointed by each party and the Presiding Arbitrator to be nominated by the said two Arbitrators. The decision of the Arbitral Tribunal shall be final and binding on the parties. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 (as amended). The venue of Arbitration proceedings shall be in New Delhi, India. The Parties agree that till the outcome of the Arbitration proceedings the Vendor shall continue to perform its obligations in terms of this Agreement. All fees pertaining to arbitration proceedings shall be borne equally by the parties and all costs incurred by the parties shall be borne by the respective parties. The language of the Arbitration shall be English.

11. The Vendor in the provision of its services under the Agreement shall be governed at all times by the provisions of Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016, (as amended) the regulations (as amended from time to time) framed there under, the Aadhaar Information Security Policy (including any changes made thereto) as well as the Information Technology Act, 2000, as amended from time to time. Notwithstanding anything contained therein, if the Vendor contravenes any provisions of the aforementioned acts, regulations and policies, as applicable to the services rendered under the RFE and / or this Agreement, the Vendor shall be liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this Agreement.

TABLE 1: SUMMARY OF RESOURCES AND COST CATEGORY

S. No	Profile	Years of Experience	Cost Category
1	Principal Architect	Min 8 yrs	A
2	Product Manager	Min 6 yrs	B
3	Back End Architect	Min 6 yrs	B
4	Front End Architect	Min 6 yrs	B
5	Security Architect	Min 6 yrs	B
6	Technical lead- Enrolment/ Update client	Min 4 years	C
7	Technical lead- Enrolment Backend	Min 4 years	C
8	Technical lead- API	Min 4 years	C
9	Technical lead- Portals	Min 4 years	C
10	Technical lead- Auth/e KYC	Min 4 years	C
11	Technical lead- BI & analytics	Min 4 years	C
12	Technical lead- Mobile app	Min 4 years	C
13	Technical lead- Eco system	Min 4 years	C
14	Technical lead- Build, testing &automation	Min 4 years	C

15	Developer- Enrolment/Update Client	Min 1-2 yrs	D
16	Developer – Enrolment Backend	Min 1-2 yrs	D
17	Developer –API	Min 1-2 yrs	D
18	Developer –Portal	Min 1-2 yrs	D
19	Developer –Auth/eKYC	Min 1-2 yrs	D
20	Developer-BI & Analytics	Min 1-2 yrs	D
21	Developer – Mobile App	Min 1-2 yrs	D
22	Developer –Eco System	Min 1-2 yrs	D
23	Developer- Build, Testing and Automation	Min 1-2 yrs	D
24	Developer- Enrolment/Update Client	3-5 yrs	D
25	Developer – Enrolment Backend	3 -5 yrs	D
26	Developer –API	3-5 yrs	D
27	Developer –Portal	3 -5 yrs	D
28	Developer –Auth/eKYC	3-5 yrs	D
29	Developer-BI & Analytics	3 -5 yrs	D
30	Developer – Mobile App	3-5 yrs	D
31	Developer –Eco System	3 -5 yrs	D
32	Developer- Build, Testing and Automation	3-5 yrs	D
33	Business Analyst	5+ years	D
34	Developer - Enrolment/ Update client	5 + years	D
35	Developer - Enrolment Backend	5+ years	D

36	Developer – API	5 + years	D
37	Developer – Portals	5+ years	D
38	Developer - Auth/e KYC	5 + years	D
39	Developer - BI & analytics	5+ years	D
40	Developer - Mobile app	5 + years	D
41	Developer - Eco system	5+ years	D
42	Developer - Build, testing &automation	5 + years	D
43	Tester	Min 2 years	E

Table -2: Schedule of Rates under cost category

S. No	Cost Categories	Cost per month (In Rupees) (Excluding Tax)
1	A	4,14,000
2	B	3,16,250
3	C	3,08,000
4	D	Developers with 1-2 Years of experience – 1,57,840
		Developers with 3-5 Years of experience – 1,95,500
		Developers with more than 5 Years of experience – 2,42,880
5	E	1,51,800

GST to be applicable as per prevailing rates additionally.

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 _____	**Signed, sealed and delivered for and Unique Identification Authority of India**
Signature -----------------------------	Signature -----------------------------
Name -----------------------------	Name -----------------------------
Designation _____	Designation _____
Address -----------------------------	Address -----------------------------
Date -----------------------------	Date -----------------------------
Place : New Delhi	Place : New Delhi

In the presence of: **In the presence of:**

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

Annexure – J

UIDAI Information Security Guidelines for Third party (EMPANELLED AGENCIES)

All relevant segment of the Information security guidelines shall be applicable to empanelled agencies are as below:-

I. Human Resources

1. The EMPANELLED AGENCIES shall appoint a SPOC for all information security related activities and communications with UIDAI.

2. EMPANELLED AGENCIES support personnel shall provide the information regarding the background such as education, criminal record, employment history, police verification etc of all the resources deployed in the project including support staff and provide a self-declaration that the information provided is correct. UIDAI or agency appointed by UIDAI may validate this information during or after the employment of the respective personnel;

3. Formal on-boarding and off-boarding process shall be followed for all EMPANELLED AGENCIES personnel;

4. All EMPANELLED AGENCIES employees handling UIDAI information assets shall adhere to the following information security requirements:

    a) Accept their compliance to the security responsibilities communicated by UIDAI;

    b) Sign a confidentiality (non-disclosure) agreement issued by EMPANELLED AGENCIES in addition to the contractual requirements. This could be done through a self-declaration document;

    c) Complete the functional training provided by the EMPANELLED AGENCIES prior to handling UIDAI information assets.

    d) Complete the security awareness training as a part of the EMPANELLED AGENCIES on-boarding process. Training should cover social engineering, social media and other themes as per the current security threats;

    e) Complete all recurring information security awareness trainings provided by UIDAI;

    f) Be aware of the UIDAI disciplinary process in the event of an information security breach.

II. Asset Management

1. All assets used by the EMPANELLED AGENCIES (business applications, operating systems, databases, network etc.) for the purpose of delivering services to UIDAI shall be identified. Details of the information asset shall be recorded in an information asset register and provided to UIDAI. The Agency shall keep the register up to date. UIDAI may withhold the 10% payment in case of any such breach of same or may impose a penalty of Rs. 10,000 per such violation.

2. The assets shall be labelled and secured based on the information asset classification guidelines issued by UIDAI from the time it is created until the time it is destroyed or disposed;

3. EMPANELLED AGENCIES shall obtain the approval from UIDAI – Head Information Security for the use of removable media for business purposes;

4. EMPANELLED AGENCIES shall not transfer any personal identifiable information (PII) from removable media to any personal device;

5. Media containing critical and sensitive information shall be disposed-off in a secure manner as per the UIDAI media disposal procedure;

6. Disposal of media/information shall be done by authorized users under supervision and a record shall be maintained. The contents of any re-usable media that are to be removed shall be erased or destroyed physically to prevent reuse.

III. Access Control

1. Only authorized individuals shall be provided access to information facilities processing UIDAI information;

2. EMPANELLED AGENCIES operators shall access all desktops / laptops/ workstations and printers used to process UIDAI information through their unique user IDs and passwords;

3. EMPANELLED AGENCIES personnel shall select passwords as per the UIDAI password policy(as shared from time to time);

4. EMPANELLED AGENCIES personnel with access to UIDAI information assets shall:

   a) Have least privilege access for information access and processing;

   b) Should use passwords as per the UIDAI password policy(as shared from time to time);

   c) Keep their user Ids and corresponding passwords confidential and refrain from sharing them with others;

   d) Change their passwords whenever there is any indication of a possible compromise of the system or password;

   e) Terminate active sessions when finished or implement an equipment locking mechanism;

   f) Logout from the workstation, servers and/ or network device when the session is finished;

   g) Default user credentials or administrative passwords for information devices shall be changed and securely stored in a fireproof safe, which shall be enclosed in an envelope with an authorized signature and date.

5. Procedures shall be put in place for secure storage and management of administrative passwords for critical information systems;

6. Access rights and privileges to information processing facilities for UIDAI information shall be revoked within 24 hours (Business hours) of separation of respective personnel having access to such information;

7. Post deactivation, user IDs shall be deleted if not in use as per Exit formalities;

8. Access rights and privileges to information facilities processing UIDAI information shall be reviewed on a quarterly basis and the report shall be maintained for audit purposes;

9. Common user IDs / group user IDs shall not be used. Exceptions shall be approved and documented where there is no alternative;

10. Default user credentials or administrative passwords for information devices shall be changed and securely stored in a fireproof safe enclosed in an envelope with authorized signature and date;

11. Access to administrative password or critical information systems password shall be controlled with an access log register (physical document register is maintained within the fireproof safe).

IV. Password Policy

1. Passwords shall be kept confidential;

2. Change the initial passwords provided by service engineers immediately;

3. Avoid keeping a paper record of passwords, unless this can be stored securely;

4. Change passwords whenever there is any indication of possible system or password compromise;

5. Select quality passwords (wherever applicable/enforced) with a minimum length of 8characters, which are:

   a) Easy to remember;

   b) Not based on anything somebody else could easily guess or obtain using person related information, e.g. names, telephone numbers, and dates of birth etc.;

   c) Free of consecutive identical characters or all-numeric or all-alphabetical groups;

   d) Password should contain at least one numeric and one special character if the system supports.

6. Change passwords at regular intervals (passwords for privileged accounts shall be changed more frequently than normal passwords) and avoid re-using or cycling old passwords;

7. Change temporary passwords at the first log-on;

8. Not include passwords in any automated log-on process, e.g. stored in a macro or function key;

9. Not share individual user passwords;

10. Three successive login failures should result in a user's account being locked; they should not be able to login until their account is unlocked and the password reset. The user should contact the System Engineers/Administrators for getting the account unlocked;

11. The local security settings on all the systems shall be aligned and synced with the Active Directory Settings. The users shall not be provided access to modify the local security settings on the individual systems. In the case of administrative access being provided, the users shall be prohibited from modifying the local security settings. Modifying the same shall result in disciplinary action.

V. Physical and Environmental Security

Only authorized EMPANELLED AGENCIES personnel shall be allowed to enter the premises hosting UIDAI resident information printing facilities;

1. All visitors carrying Information Processing Equipment(such as Laptops, Palmtops, Personal Digital Assistant) or Media (such as CDs, Tapes, DATs), shall be asked to declare such assets and the same shall be recorded in a register at the security gate;

2. Imaging devices such as **mobile phones, laptops, cameras etc** shall not be permitted within the facility;

3. Visitor badges/ tokens shall be issued to all visitors to the EMPANELLED AGENCIES office;

4. Entry and exit along with date and time and the purpose of visit of visitors shall be recorded in a visitor's register maintained at the entrance gates;

5. Visitors shall be escorted by authorized personnel to enter critical information processing areas and access logs shall be maintained for audit purposes;

6. Information systems containing UIDAI information shall be disposed-off securely only after obtaining approval from UIDAI authorized personnel;

7. Before sending any equipment out for repair, the equipment shall be sanitised to ensure that it does not contain any UIDAI sensitive data.

8. All EMPANELLED AGENCIES personnel accessing UIDAI information assets shall be made aware of UIDAI information security policies and controls for protecting unattended equipment;

9. A clear desk and clear screen policy for UIDAI information processing facilities shall be adopted to reduce risks of unauthorized access and loss of and damage to information. Following shall be ensured:

   a) Paper and computer media shall be stored in locked cabinets and/or secure enclosures when not in use;

   b) Restricted and Confidential information and storage media shall be locked away when not required especially during non-business hours;

   c) Screen savers or related technological controls shall be implemented to lock the screen of the information systems when unattended beyond a specified duration;

   d) Printed copies shall be secured;

   e) Unused paper documents and printed papers shall be shredded.

VI. Operations Security

EMPANELLED AGENCIES OPERATIONS

1. EMPANELLED AGENCIES shall ensure that systems are placed in secured areas and access to the systems is restricted only to authorized personnel;

2. EMPANELLED AGENCIES shall ensure transmission security of jobs;

3. The firmware of the all IT system shall be updated with the latest security patches as and when they become publicly available;

4. No printers shall be allowed in the location;

5. Any abnormality shall be investigated and reported to Head Information Security, UIDAI;

6. EMPANELLED AGENCIES shall maintain an MIS of the operations and share the same with UIDAI on a periodic basis for the purpose of tracking and reconciliation.

SYSTEMS OPERATIONS SECURITY

1. All systems that connect to CIDR or handle the residents' personal data shall be secured using endpoint security solutions. At the minimum, anti-virus / malware detection software shall be installed on such systems;

2. Safeguards shall be implemented in the information systems to prevent the execution of malware;

3. Standard Operating Procedure (SOP) shall be developed for all information systems and services related to UIDAI operations. The SOP shall include the necessary activities to be carried out for the operation and maintenance of the system or service and the actions to be taken in the event of a failure;

4. All changes to information systems and facilities processing UIDAI information shall be notified to UIDAI;

5. A record of all changes shall be maintained and provided to relevant stakeholders as and when required;

6. The Operating System shall be updated with the latest security patches as and when they become publicly available;

7. Any changes to the operating procedure shall be notified to UIDAI. A record of all changes shall be maintained and provided to relevant stakeholders as and when required;

8. Event logs recording the critical user-activities, exceptions and security events shall be enabled and stored to assist in future investigations and access control monitoring;

9. Regular monitoring of the audit logs shall take place and results shall be recorded;

10. Logs shall be monitored and analyzed for any possible unauthorized use of information systems;

11. Audit logs shall capture details like User IDs, Date and time of log-on and log-off, Terminal identity or location, if possible, Records of successful and rejected system access attempts, Records of successful and rejected data and other resource access attempts, time stamp of event, source IP ,details of Port used etc.

12. Access to audit trails and event logs shall be provided to authorized personnel only;

13. Logs shall be protected from unauthorized access or deletion;

14. All computer clocks shall be set to an agreed standard and checked to make corrections to any significant variations observed;

15. The date and time settings of the critical servers and network devices shall be synchronized with a centralized in-house solution or NTP aligned with the relevant time zone;

VII.   Communications Security

1. The network between CIDR and EMPANELLED AGENCIES shall be secure. EMPANELLED AGENCIES shall connect with CIDR through leased MPLS lines;

2. All unwanted network services (such as FTP or Telnet) should be turned off to reduce the attack surface exposed by the devices;

3. All network accessible services shall be protected using passwords that are consistent with the UIDAI password policy(as shared from time to time);

4. Special consideration shall be given to Wireless networks due to poorly defined network perimeter. Appropriate authentication, encryption and user level network access control technologies shall be implemented to secure access to the network;

5. Where the mobile device policy allows the use of privately owned devices(e.g. Bring Your Own Device – BYOD), the related security measures should also consider:

   a) Separation of private and business use of the devices, including using software to support such separation and protect business data on a private device;

   b) Providing access to business information only after users have signed an end user agreement acknowledging their duties (physical protection, software updating, etc.), waiving ownership of business data, and allowing remote wiping of data by the organization in case of theft or loss of the device or when no longer authorized to use the device. The policy and measures need to take into account the privacy legislation.

6. Systems processing UIDAI information files shall automatically log out the operator and lock itself after a period of inactivity;

VIII.   Information Security Incident Management

1. EMPANELLED AGENCIES shall be responsible for reporting any security weaknesses, any incidents, possible misuse or violation of any of the stipulated guidelines to UIDAI – Head Information Security;

2. Monthly security reports shall be sent to UIDAI for tracking and review of security weakness, incidents and violation to validate the closure status;

3. Loss / theft of partially finished / finished products shall be reported to the local law enforcement agency and UIDAI within 24 hours.

IX.   Compliance

1. EMPANELLED AGENCIES shall comply with all terms and conditions outlined in the UIDAI EMPANELLED AGENCIES agreement;

2. UIDAI shall reserve right to audit systems and processes of the EMPANELLED AGENCIES on an annual basis and /or need basis to ensure compliance with stipulated security policy published time to time, but not limited to this document. The audit plan shall include information security and technical testing controls required to protect UIDAI information assets. UIDAI shall share the findings of the audit with the EMPANELLED AGENCIES;

3. If any non-compliance is found as a result of the audit, the EMPANELLED AGENCIES shall:

   a. Determine the causes of the non-compliance;

   b. Evaluate the need for actions to avoid recurrence of the same;

   c. Determine and implement   corrective action;

   d. Review the corrective action taken.

4. EMPANELLED AGENCIES shall use only licensed software within the UIDAI network environment. Record of all software licenses shall be kept and updated regularly;

5. EMPANELLED AGENCIES shall follow information security industry best practices as per International standards like ISO27001: 2013 to maintain information security posture;

6. EMPANELLED AGENCIES and their partners shall ensure compliance to IT Act 2000 and 2008 amendments.

X. Change Management

1. EMPANELLED AGENCIES shall document all changes to UIDAI Information Processing facilities/ Infrastructure/ processes;

2. All Changes shall be approved by the UIDAI management before being implemented; Change log/ register shall be maintained for all changes performed.