

GOVERNMENT OF INDIA
MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
NEW DELHI

REQUEST FOR PROPOSAL



Online Request for Proposal
For
Agency for Outsourcing of Accounting Function

RFP Number: G-14012/05/2017-UIDAI/Accts

Dated 04 August, 2017

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CHECKLISTS

As a part of Online submission of the bid, please check whether following have been enclosed in the respective packets, namely, Packet - 1 (**Fee, EMD, Pre-Qualification Bid and Technical Bid**), and Packet -2 (**Commercial Bid**):

1. Check List of documents/supporting documents to be enclosed in Packet-1, Part-1 the Tender Fee, EMD

(Please refer to Section II – Instruction to Bidders)

S. no	Description	Whether Enclosed (Y/N)
1	Signed and scanned copy of Tender Fee Demand Draft. (original submitted separately) as per Clause 4 of Section I	
2	Signed and scanned copy of Bid Security (original submitted separately) of the prescribed amount as per Clause 3 of Section I and validity pursuant to Clause 5 of Section II	

2. Check List of Annexure/Standard Forms to be enclosed in the Pre-Qualification Bid (Packet-1, Part-2) as per Clause 17 of Section II.

S. No	Description	Whether Enclosed (Y/N)
1	a) Submission and uploaded copy of EMD of the prescribed amount b) Submission and uploaded copy of payment of Tender Document fee c) Submission of CDs containing Technical Presentation of the bidder	
2	Bidder should be a) A company incorporated in India under the	

S. No	Description	Whether Enclosed (Y/N)
	<p>Companies Act, 1956 and subsequent amendments thereto; Or</p> <p>b) 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.</p> <p>Copy of Certificate of Incorporation or Copy of Registration Certificates to be submitted</p>	
3	<p>Self-certificate/undertaking on company's letter head duly signed by company's authorized signatory that on the date of bid submission the company is complying all statutory duties/ taxation norms of India and possesses all necessary certificates to this effect.</p>	
4	<p>The Bidder must have an average annual turnover of minimum INR 50 Crores during last 3 financial years ending 31st March, 2017 from provision of Skilled manpower in finance, account and audit related work. Also see Clause 17 of Section II.</p>	
5	<p>The Bidder must have completed at least 2 (Two) projects valuing more than INR 3 Crore each for managing account related functions in government/statutory bodies/ PSUs/Banking and Financial Institutions/Insurance companies between 1st April, 2014 and 31st March, 2017. The organisation where such projects have been done shall have annual turnover/budget of at least INR 1,000 Crores</p>	

S. No	Description	Whether Enclosed (Y/N)
	in last FY. Also see Clause 17 of Section II.	
6	The Bidder should have a minimum of 50 technically qualified professionals of similar qualification and skill set (managing Account related functions) on its payroll at the time of bid submission. Also see Clause 17 of Section II.	
7	The bidder must have successfully IT enabled and integrated end to end accounting function of an organization having turnover/annual budget of Rs 500 Cr. Also see Clause 17 of Section II.	
8	Bidder should submit Authorization letter for the Authorized Representative.	
9	The bidder should not be banned from carrying out business either with the entire Central Government of India or the Ministry of Electronics & IT, Govt. of India or the UIDAI at the time of the submission of the bid. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder. Self-certificate/ undertaking on company's letter head duly signed by company's authorized signatory to be submitted	

S. No.	Description	Whether Enclosed (Y/N)
Pre-qual form 1	Pre-Qualification Proposal Submission Form	
Pre-qual form 2	Bidder's Organization and Requisite Experience	

3. Check List of Annexure/Standard Forms to be enclosed in the Technical Bid (Packet-1, Part-3)

S. No.	Description	Whether Enclosed (Y/N)
TECH-1	Technical Proposal Submission Form	
TECH-2	Bidder's Organization and Experience A. Bidder's Organization B. Bidder's Experience	
TECH-3	Structure of Technical Proposal	

4. Check List of Annexure/Standard Forms to be enclosed in the Financial Bid (Packet-2, Part I& II)

S. No.	Description	Whether Enclosed (Y/N)
FIN-1	Financial Proposal Submission Form	
FIN-2	Summary of Costs	
Price BOQ	Price Bid: Schedule of price bid in the form of BOQ_ACCOUNTS.xls (This can be downloaded during online submission and can be submitted online itself).	

Important Note:

- The Annexure, other supporting documents and the above list in 1, 2, 3 and 4 shall be placed in the respective Packets and Parts.
- Checklist should be part of Pre-Qualification mentioning Enclosed(Y/N).

SECTION I – Invitation to Bid

1. Preamble

This invitation to online bid is for “Agency for Outsourcing of Accounting Function” of Unique Identification Authority of India.

- a) Bidders are advised to study the Bid document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.
- b) Bid offers prepared in accordance with the procedures enumerated in **Clause 2.1** should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 2 of Section I**. Bidders are advised to follow the instructions provided in the ‘Instructions to the Bidders/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’. Bid documents may be scanned with **100 dpi with black and white option**. However bidder must ensure that the scanned documents are legible.
- c) Manual bids shall not be accepted.
- d) Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- e) Tenderer who has downloaded the tender from the UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected

and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.

- f) Intending bidders are advised to visit again UIDAI website www.uidai.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- g) The Hard Copy of original instruments in respect of cost of tender document, earnest money, original copy of affidavits, certificate etc. must be delivered to the address as mentioned in the **Section I, Clause 2** on or before last date and time of bid submission as mentioned in critical date sheet. Purchaser may reject the bid for non-submission of original payment instrument like DD, etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non-refundable.
- h) Bids will be opened as per date/time as mentioned in **Section I, Clause 2**. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening date will be intimated later.
- i) All Bids must be accompanied by an **EMD (Earnest Money Deposit) / Bid Security**.
- j) The Pre-Qualification criteria for the bidders should be fulfilled for consideration of the bid.
- k) The Bid Document is confidential and not transferable.

Name of the Purchaser	The Chief Executive Officer, Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India (GoI), 3 rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001
Method of selection	Pre-Qualification of eligible Bidders followed by Quality and Cost Based Selection [QCBS]

Name of the assignment	Proposal For Agency for Outsourcing of Accounting Function
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2. Schedule for Invitation to Bid	<p>a) Addressee and Address:</p> <p>The Assistant Director General (Accounts) Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India (GoI), 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.</p> <p>b) Name of the Contact Person for any clarification:</p> <p>Shri Rajnish Jha, Deputy Director (Finance), Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India (GoI), 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.</p> <p>Queries should be submitted via E-mail E-mail: rajnish.jha@uidai.net.in</p> <p>c) Important Dates</p> <table border="1"> <tr> <td>Published Date</td><td>04th August, 2017 at 1700 hrs</td></tr> <tr> <td>Pre-Bid Meeting</td><td>10th August, 2017 at 1500 hrs</td></tr> <tr> <td>Submission of Clarification, if any</td><td>11th August, 2017 on or before 1600 hrs</td></tr> <tr> <td>Clarification/corrigendum to be uploaded on the CPPP Portal</td><td>18th August, 2017 on or before 1800 hrs</td></tr> </table>	Published Date	04 th August, 2017 at 1700 hrs	Pre-Bid Meeting	10 th August, 2017 at 1500 hrs	Submission of Clarification, if any	11 th August, 2017 on or before 1600 hrs	Clarification/corrigendum to be uploaded on the CPPP Portal	18 th August, 2017 on or before 1800 hrs
Published Date	04 th August, 2017 at 1700 hrs								
Pre-Bid Meeting	10 th August, 2017 at 1500 hrs								
Submission of Clarification, if any	11 th August, 2017 on or before 1600 hrs								
Clarification/corrigendum to be uploaded on the CPPP Portal	18 th August, 2017 on or before 1800 hrs								

	Bid Submission Start Date	19 th August, 2017 at 1000 hrs
	Bid Submission End Date	12 th Sept, 2017 at 1500 hrs
	Bid Opening Date	14 th September, 2017 at 1500 hrs
	Technical Presentation	Will be communicated later.
	Financial Bid Opening Date	Will be communicated later.
3. EMD/Bid Security Cost	<p>a) All Bids must be accompanied by an EMD (Earnest Money Deposit) / Bid Security of amount of INR 10,00,000 (Ten Lakhs Only), in the form of Bank Guarantee as mentioned in Appendix C of Section VI.</p> <p>b) The Bidder who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY), are exempted from submission of bid security. Such Bidders must furnish a valid certificate in this regard.</p>	
4. Tender Fee	<p>a) The Bidder is required to pay INR 1,000 towards Tender Fee, on or before last date and time of submission of bid, in the form of a Bank Demand Draft failing which the Bids submitted by the Bidder shall not be entertained and shall be summarily rejected. The Bank Demand Draft should be drawn on a Scheduled Bank in favour of “Unique Identification Authority of India” and payable at New Delhi. The Tender Fee is non-refundable. The Bid Document is not transferable.</p> <p>b) The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the UIDAI. The UIDAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.</p> <p>c) The Micro and Small Enterprises if registered with any</p>	

	<p>government bodies specified by Ministry of Micros Small and Medium Enterprises (MoMSME), are exempted from submission of Tender Fee subject to validity of their registration on date of opening of tender.</p>
<p>5. Procedure for Submission of Online Bids on CPP Portal</p>	<p>The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.</p> <p>i) Registration</p> <ol style="list-style-type: none"> 1. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge. 2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. 3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal. 4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode

	<p>/ eMudhra etc.), with their profile.</p> <ol style="list-style-type: none"> Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token. <p>ii) Searching for tender documents</p> <ol style="list-style-type: none"> There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk. <p>iii) Preparation of bids</p> <ol style="list-style-type: none"> Bidder should take into account any corrigendum published on the tender document before submitting their bids.
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	<ol style="list-style-type: none"> 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid. 3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. <p>iv) Submission of bids</p> <ol style="list-style-type: none"> 1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues. 2. The bidder has to digitally sign and upload the required bid
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	<p>documents one by one as indicated in the tender document.</p> <ol style="list-style-type: none"> 3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument. 4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected. 5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected. 6. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
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	<p>7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.</p> <p>8. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.</p> <p>9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p> <p>v) Assistance to bidders</p> <p>1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.</p> <p>2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get</p>
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help at +91-7878007972, +91-7878007973.

SECTION II – Instructions to Bidders

Introduction	<p>UIDAI wishes to select an Agency for outsourcing of its accounting functions. This selection shall be in accordance with the method specified in Clause 1 Section II of the RFP. The detailed scope of the assigned job has been described in the Statement of Work (SOW), Section V. The bidder must be an organisation as specified in Clause 17 of Section II.</p> <p>The date, time, and address for submission of the proposals has been given Clause 2 of Section I. Interested Bidders are invited to submit a Pre-Qualification Proposal, Technical Proposal and a Financial Proposal, for Skilled Manpower Services required for the assignment named in the Data Sheet.</p> <p>Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. Bidders should contact the Purchaser's representative named in the Clause 2(b) of Section I to obtain additional information on the pre-proposal conference.</p> <p>The Purchaser will provide at no cost to the Bidders the inputs and facilities and make available relevant project data and reports. Bidders shall bear all costs associated with the preparation and submission of their proposals.</p>
1. Online Bids Submission Process	<p>1. The tender shall be submitted Online (complete in all respect) must be uploaded on https://eprocure.gov.in/eprocure/app in two packets i.e. Two Cover system (Cover - 1: Fee, Pre-Qualification, Technical bid and Cover -2: Financial bid), and bidder must follow the procedure as detailed in the Clause 5 of Section I.</p>

	<p>2. The bid shall be submitted online, the Signed and Scanned copy of all the required documents in –</p> <p>A. Packet -1, Part-1 having, viz.,</p> <ul style="list-style-type: none"> • Tender Fee + EMD <p>B. Packet -1, Part-2 having, viz.,</p> <p>Checklist with Y/N as mentioned in CHECK LIST section for point 1,2,3 and 4 + Documents as per check list for Prequalification plus PRE-QUAL Form 1 and PRE-QUAL Form 2 as mentioned in Section IV</p> <p>C. Packet-1, Part-3 having, viz.,</p> <ul style="list-style-type: none"> • Technical Bid Submission (All the required supporting as well as Forms as mentioned in CHECK LIST section) <p>D. Packet-2 having viz.,</p> <ul style="list-style-type: none"> • Financial Bid Submission (All the required supporting as well as Forms as mentioned in CHECK LIST section) • Schedule of price bid in the form of BOQ_Accounts.xls <p>3. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All the files mentioned below should be in .PDF format except for the BoQ which should be .xls format.</p> <p>4. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.</p> <p>5. Original Instruments for EMD (as per Bank Guarantee Format in Appendix C) and Demand Draft for Tender Fee must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the Clause 2 of Section I.</p>
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<p>2. Bid Prices</p>	<ol style="list-style-type: none"> 1. The Financial Proposal/Commercial bid format as mentioned in Financial Proposal of Section IV is also provided as BOQ_ACCOUNTS.xls along with this tender document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this BOQ_ACCOUNTS.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, bid will be rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI. 2. In the absence of the above information, as requested in Clause 2.1, a bid may be considered incomplete and summarily rejected. 3. The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the detailed study of the facilities in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.
<p>3. Firm Prices</p>	<ol style="list-style-type: none"> 1. Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever throughout the currency of contract. The Bidder shall, therefore, indicate the prices in Financial Proposal of Section IV enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only. 2. The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, fees, levies and other charges as may be applicable in relation to the activities proposed to be carried

	<p>out. Such charges should be shown separately in Financial Proposal of Section IV. Prices quoted in the Financial Proposal of Section IV and BOQ_ACCOUNTS.xls should be same and in case of any deviation in BOQ_ACCOUNTS.xls will be considered and UIDAI, at its discretion, may ask for clarification with respect to taxes, fees, levies and other charges.</p>
4. Discount	<ol style="list-style-type: none"> 1. The Bidders are advised not to indicate any separate discount. Unconditional Discounts, if any, should be merged with the quoted prices. Discount of such type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the UIDAI shall avail such discount at the time of award of contract.
5. Bid Security	<ol style="list-style-type: none"> 1. The Bidder, except those bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY), shall furnish, as part of its bid, a bid security of the amount mentioned in Clause 3 of Section I. Bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY) must furnish a valid certificate in this regard. 2. The bid security is required to protect the UIDAI against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 5.7. 3. The bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee issued by a Scheduled Bank, in the proforma provided at Appendix C of Section VI in

	<p>the Bid Document and shall be valid for 45 days beyond the validity of the Bid.</p> <ol style="list-style-type: none"> 4. Any bid not secured in accordance with Clauses 5.1 and 5.3 will be rejected by the UIDAI as non-responsive. 5. Unsuccessful Bidder's bid security will be discharged/ returned as promptly as possible but not later than 30 days after award of contract to the selected bidder. 6. The successful Bidder's bid security will be discharged upon the Bidder executing the Contract, pursuant to Clause 15 and furnishing the performance security, pursuant to Clause 16. 7. The bid security may be forfeited, if: <ol style="list-style-type: none"> a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or b. If it is found that the bidder has tampered or modified the bid document in any manner after downloading it from UIDAI website or CPP Portal; or c. In the case of a successful Bidder, if the Bidder fails; <ol style="list-style-type: none"> i. to sign the Contract in accordance with Clause 15; ii. to furnish performance security in accordance with Clause 16.
<p>6. Period of Validity of Bids</p>	<ol style="list-style-type: none"> 1. Bids shall remain valid for 180 days after the last date of submission of bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive. 2. In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of bid security provided under Clause 5 shall also be suitably extended. However, Bidder will not be permitted to modify its bid.

<p>7. Format and Signing of Bid</p>	<ol style="list-style-type: none"> 1. Tender bid must contain the name, office and office addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/ legal department must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of company. 2. Un-signed, un-stamped and without certificate for authorized person from bidder's HR / legal department bid shall not be accepted. 3. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid. 4. All pages of the bid being submitted must be legible, signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading. Ambiguous bids will be out rightly rejected.
<p>8. Address for Correspondence</p>	<ol style="list-style-type: none"> 1. The Bidder shall designate the official mailing address, place, and email to which all correspondence shall be sent by the UIDAI.
<p>9. Opening of Bids by UIDAI</p>	<ol style="list-style-type: none"> 1. Online bids (complete in all respect) received along with BG (as per Appendix C) of EMD (Physically) and Demand Draft of Tender Document Fee (Physically) will be opened as mentioned in the Clause 2 of Section I. Bid received without EMD/Tender Fee will be rejected straight away. EMD and Tender Fee original instrument must be submitted to the address as mentioned in the Clause 2 (b) of Section I on or before the last date of submission of Bids as per Clause 2 (c) of

	<p>Section I.</p> <ol style="list-style-type: none"> 2. A duly constituted committee will evaluate bidders with respect to Eligibility Criteria. 3. Bids of only eligible and pre-bid qualified bidders will be taken up for further evaluation. 4. The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the bid opening.
10. Criteria for Evaluation of Bids	<p>QCBS method of selection of Bidder will be done. The evaluation will be done in 3 phases by the Evaluation Committee (EC) setup by UIDAI. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders.</p>
Phase I: Evaluation of Pre-Qualification Bids	<p>The Evaluation Committee (EC) shall first evaluate the Pre-Qualification Proposal as per the Pre-Qualification Criteria detailed in Clause 17. The Pre-Qualification proposal shall be evaluated based on the information provided in the Standard Forms (Section IV) and the supporting documents.</p>
Phase II: Evaluation of Technical Bids	<p>The Technical proposals of only those bidders will be evaluated, who qualify in the evaluation of the pre-qualification proposals. Evaluation Committee while evaluating the Technical Proposals will have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.</p> <p>The EC shall evaluate the Technical Proposals on the basis of their responsiveness to the Statement of Work and by applying the evaluation criteria, sub-criteria specified below. Evaluation of the technical proposal will be done and at this stage the financial bid</p>

(proposal) will remain unopened. Bidders, if asked for, shall make presentation to Evaluation Committee. The qualification of the Bidder and the evaluation criteria for the technical proposal shall be as defined below. Each responsive proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, & particularly the Statement of Work or if it fails to achieve the minimum technical score mentioned below.

Criteria, sub-criteria, and point system for the Detailed Evaluation of Technical Proposals are:

Following outlines the broad parameters based on which evaluation of technical proposals of the bidders shall be carried out by UIDAI.

SL	EVALUATION PARAMETER	EVALUATION CRITERIA	WEIGHTAGE	MAXIMUM SCORE
A	Bidder's credentials (turnover)	Average Annual Turnover from providing skilled manpower in finance, account and audit related work during last 3 financial yrs. ending 31/03/17 50 Cr - 100Cr - 10 Marks 101 Cr –200 Cr - 15 Marks Above 200 Cr - 20 Marks	20%	20
B	Evaluation of 2	Evaluation of at least 2 projects for managing	30%	30

		projects	finance and account related functions in government/statutory bodies/PSUs/Banking and Financial Institutions/Insurance companies(having turnover/budget of atleast 1000 Cr) between 1 st April, 2014 and 31 st March, 2017								
			<table><tr><td>Both projects between 3 Cr – 5 Cr</td><td>15 marks</td></tr><tr><td>One project between 3 Cr – 5 Cr and other project above 5 Crore</td><td>20 marks</td></tr><tr><td>Both projects above 5 Crore</td><td>30 Marks</td></tr></table>	Both projects between 3 Cr – 5 Cr	15 marks	One project between 3 Cr – 5 Cr and other project above 5 Crore	20 marks	Both projects above 5 Crore	30 Marks		
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	C#	Technical Presentation	IT automation done in other organization and relevancy to UIDAI requirements (15 Marks)	50%	50						

			<p>Qualification of manpower proposed to be provided by the bidder (15 marks)</p> <p>Methodology to be adopted by the bidder to manage the operations of the all the ROs and HQ (10 Marks)</p> <p>Project plan and delivery schedule (Work Plan) on roll out strategy (10 Marks)</p> <p>The EC may visit the location of projects implemented to understand the details.</p>		
		Total Score (St)		100%	100
<p>St = Total points obtained for the above criteria A, B, C</p> <p>The minimum technical score St required to pass is 70 Points and minimum criteria for each section as detailed in the table above.</p> <p># Slots will be communicated to all the respective bidders for presentation.</p>					
Phase III: Evaluation of Commercial Bids	<p>Financial proposals of only those bidders who are technically qualified shall be opened publicly on the date & time specified in the Critical Dates section or the date and time communicated by</p>				

	<p>the UIDAI. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p> <p>In the QCBS method of selection of Bidder, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated below. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal ;)</p> <p>$S = St \times T + Sf \times P$.</p> <p>The company achieving the highest combined technical and financial score will be declared L1.</p> <p>The formula for determining the financial scores is the following:</p> <p>$Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p>T = 70%; and P = 30%</p>
<p>11. UIDAI's Right to Vary Scope of Contract at the time of Award</p>	<ol style="list-style-type: none"> 1. The UIDAI may at any time during the period of contract, by a written order given to the Bidder, make changes within the general scope of the Contract. 2. The UIDAI shall reserve the right, not to hire all services quoted by the bidder in this bid.

<p>12. UIDAI's Right to Accept Any Bid and to Reject Any or All Bids</p>	<p>1. The UIDAI reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the UIDAI's action.</p>
<p>13. Clarification</p>	<p>1. When deemed necessary, the UIDAI may seek clarification on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.</p>
<p>14. Notification of Award</p>	<p>1. Prior to the expiration of the period of bid validity, the UIDAI will notify the successful Bidder in writing by registered letter or email, to be confirmed in writing by registered letter, that its bid has been accepted.</p> <p>2. Within 10 days of receipt of the notification of the award of the contract from UIDAI, the successful bidder shall submit the acceptance of notification of award and such acceptance shall constitute the formation of the contract.</p> <p>3. UIDAI upon signing the contract with successful bidder, pursuant to Clause 15, UIDAI will promptly notify each unsuccessful Bidder and will discharge their bid security, pursuant to Clause 5.</p>
<p>15. Signing of Contract</p>	<p>1. At the same time as the UIDAI notifies the successful Bidder that its bid has been accepted, the UIDAI will send the Bidder the Contract Form (Appendix A of Section VI provided in the Bid Document, incorporating all agreements between the parties).</p> <p>2. Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the</p>

	UIDAI.										
16. Performance Security	<p>1. Within 15 days of the receipt of notification of award from the UIDAI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at Appendix B of Section VI.</p> <p>2. Failure of the successful Bidder to comply with the requirement of Clause 16 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.</p>										
17. Conditions for Pre-Qualification of Bidders	<p>The Technical Proposals of only those bidders who meet the pre-qualification criteria will be opened. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected summarily.</p> <table border="1"> <thead> <tr> <th>#</th><th>Parameter</th><th>Pre-qualification criteria Description</th><th>Evidence required</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Document</td><td> <p>EMD and Tender Document Fee is submitted in original and the scanned copy is uploaded</p> <p>Two CDs containing Technical</p> </td><td> <p>Tender fee /Bank Guarantee for EMD</p> <p>The bidder registered with MSE/NSIC/MeitY may claim exemption from submission of EMD. In this case, the bidder must upload copy of valid registration certificate.</p> <p>The bidder registered with</p> </td></tr> </tbody> </table>			#	Parameter	Pre-qualification criteria Description	Evidence required	1.	Document	<p>EMD and Tender Document Fee is submitted in original and the scanned copy is uploaded</p> <p>Two CDs containing Technical</p>	<p>Tender fee /Bank Guarantee for EMD</p> <p>The bidder registered with MSE/NSIC/MeitY may claim exemption from submission of EMD. In this case, the bidder must upload copy of valid registration certificate.</p> <p>The bidder registered with</p>
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			<p>Presentation is submitted</p>	<p>MSE/NSIC may claim exemption from submission of Tender fee. In this case, the bidder must upload copy of valid registration certificate.</p> <p>Submission of CDs containing Technical Presentation of the bidder</p>
	2	<p>Legal Entity /Registration of Company</p>	<p>Bidder shall be</p> <p>A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto;</p> <p>Or</p> <p>A partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their</p>	<p>Copy of Certificate of Incorporation</p> <p>OR</p> <p>Copy of Registration Certificates</p>

			registered office in India.	
	3.	Registration certificates	The Bidder must be registered with appropriate authorities for all applicable statutory duties/ taxes and comply with all taxation norms	Self-certificate/ undertaking on company's letter head duly signed by company's authorized signatory that on the date of bid submission the company is complying all statutory duties/ taxation norms of India and possesses all necessary certificates to this effect.
	4.	Bidder Turnover	The Bidder must have an average annual turnover of minimum INR 50 Crores during last 3 financial years ending 31 st March, 2017 from provision of Skilled manpower in finance, account and audit related work. The turnover refers to the turnover of the company and not the composite turnover of its	<p>Audited financial statements for the last three financial years (FY 2014-15, 2015-16, 2016-17) clearly mentioning turnover from provision of Skilled manpower in finance, account and audit related work.</p> <p>In case the turnover on account of Skilled manpower in finance, account and audit related work is not mentioned separately in the audited financial statements, the bidder shall provide a certificate from statutory auditor/ Company Secretary stating the turnover from provision of Skilled manpower in finance, account and audit</p>

			subsidiaries/sister concerns, etc.	related work in the last three financial years (FY 2014-15, 2015-16, 2016-17), duly attested by company's authorized signatory.
	5.	Bidder Experience	The Bidder must have completed at least 2 (Two) projects exceeding INR 3 Crore each for managing account related functions in government/statutory bodies/PSUs/Banking and Financial	Certificate from the Company Auditors/ Company Secretary and duly attested by the Authorised signatory providing details of the projects undertaken including value of the project, scope of work, client details, period of execution etc. Bidder shall provide: -Work Order/ Completion Certificate/ Client Certificate for previous experience in managing

			Institutions/Insurance companies between 1 st April, 2014 and 31 st March, 2017. The organisation where such projects have been done shall have annual turnover/budget of at least INR 1,000 Crores in last FY.	account related functions' (mandatory to provide the financial value of the contracts). For projects under Non-Disclosure Agreement with the client, bidder shall submit the copy of NDA along with Company Secretary certificate confirming the project scope, order value, start date, project status and project duration. Current running projects till date of submission of this bid shall be considered. However bidder is required to furnish a certificate from the respective client clearly mentioning that the project is in running status.					
				Work Order (WO) Number	Description	Start Date	End Date	Period and value of Contract. Also turnover/budget of the Organisation	Page number on which WO is attached as part of Bid documents

	6	Bidder Experience in India	The Bidder should have a minimum of 50 technically qualified professionals of similar qualification and skill set (managing Account related functions) on its payroll at the time of bid submission.	Self-attested statement from HR Head certifying the fact duly signed by company's authorized signatory					
	7	IT Experience	The bidder must have successfully IT enabled and integrated end to end accounting function of an organization having turnover/annual budget of Rs 500 Cr.	Certificate from the Company Auditors/ Company Secretary and duly attested by the Authorised signatory providing details of the projects undertaken including value of the project, scope of work, client details, period of execution etc.					
	8	Banning of	The bidder should not be banned	Self-certificate/ undertaking on company's letter head duly					

		Busin ess	from carrying out business either with the entire Central Government of India or the Ministry of Electronics & IT, Govt. of India or the UIDAI at the time of the submission of the bid. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder	signed by company's authorized signatory.
18. Language of Bids	1.	The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the UIDAI, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.		
19. Bidder Qualification	1.	The "Bidder" as used in the Bid documents shall mean the one who has signed the Bids. The Bidder may be either the Constituted attorney of the company or the Principal Officer or		

	<p>his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.</p> <p>2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:</p> <p style="padding-left: 40px;">a) Constituted attorney of the company.</p> <p>OR</p> <p style="padding-left: 40px;">b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company.</p> <p>The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued. Each bid shall be signed by a duly authorized officer executed under seal.</p> <p>The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.</p> <p>The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. UIDAI may out rightly reject any bid not supported by adequate proof of the signatory's authority.</p>
<p>20. Contacting the UIDAI</p>	<p>1. No Bidder shall contact the UIDAI on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.</p> <p>2. Any effort by a Bidder to influence the UIDAI's Bid evaluation, Bid comparison or Contract award decisions may result in the</p>

	rejection of the Bidder's Bid.
21. Revelation of Prices	1. Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.
22. Local Conditions	<ol style="list-style-type: none"> 1. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost. 2. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The UIDAI shall not entertain any request for clarification from the Bidder regarding such local condition. 3. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim what so ever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the UIDAI and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the UIDAI on account of failure of the Bidder to appraise themselves of local laws /condition.
23. Amendment to the Bid Document	1. At any time prior to the last date and time for receipt of bids, the UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.

	<ol style="list-style-type: none"> 2. The amendment will be notified by UIDAI and which will be binding on all bidders. 3. In order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bids, the UIDAI may, at its discretion, extend the last date for the receipt of Bids.
24. Post Qualification	<ol style="list-style-type: none"> 1. The UIDAI will determine to its satisfaction whether the Bidder selected as having submitted the best responsive bid is qualified to satisfactorily perform the Contract. 2. This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities. It will be based upon an examination of the documentary evidence submitted by the Bidder as per document sought in the bid document as well as such other information as the UIDAI deems necessary and appropriate. 3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which even the UIDAI will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
25. Unfair Advantage	<p>If a Bidder could derive a competitive advantage from having provided services related to the assignment in question, the Purchaser shall make available to all other Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.</p>

<p>26. Fraud and Corruption</p>	<p>It is required that Bidders participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. The Purchaser:</p> <p>a) defines, for the purpose of this paragraph, the terms set forth below as follows:</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the Evaluation Committee, in the selection process or in contract execution;</p> <p>(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;</p> <p>(iii) “collusive practices” means a scheme or arrangement between two or more Bidders with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;</p> <p>(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>b) will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;</p> <p>The Bidders shall be aware of the provisions on fraud and</p>
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	corruption stated in the specific clauses in the General Conditions of Contract.																		
27. Only one Proposal	A Bidder may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.																		
28. Eligibility of Sub-Bidders	The Purchaser shall select a single agency for the execution of this contract and any sub-bidders, contractors, joint-ventures, partnerships or consortiums shall not be allowed.																		
29. Clarification of Bid Document	<div>1. A prospective Bidder requiring any clarification of the Bid Document may notify the UIDAI in writing at the UIDAI’s mail address indicated in Clause 2 of Section I. The queries must be submitted in Microsoft Excel (Soft copy) format as follows:</div> <table><tr><td colspan="6">Name of Bidder:</td></tr><tr><td>Sr. No</td><td>Section No.</td><td>Clause No.</td><td>Page number in Section</td><td>Existing Provision in the Clause</td><td>Clarification Sought</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <div>2. The UIDAI will respond, to request for clarifications of the Bid Document, received not later than the date prescribed by the UIDAI in Critical Dates.</div>	Name of Bidder:						Sr. No	Section No.	Clause No.	Page number in Section	Existing Provision in the Clause	Clarification Sought						
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30. Confidentiality	Information relating to evaluation of Proposals, recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.																		

<p>30.1 Confidentiality of Document</p>	<p>This Bid Document submitted by respective bidder is confidential and the Bidder is required to furnish an undertaking that anything contained in this Bid Document shall not be disclosed in any manner by submitting NDA as per Appendix D of Section VI. Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose. Successful bidder has to submit a non-disclosure agreement as per Appendix D of Section VI.</p>
<p>31. Consortium Partner Requirement</p>	<p>The Purchaser shall award the contract to a single agency and shall not encourage nor accept any responses from consortiums.</p>
<p>32. Proposal Format and Content</p>	<p>Bidders are required to submit the Pre-Qualification proposal, Technical proposal and Financial Proposal in the forms prescribed in Section IV of the RFP along with relevant supporting documents, wherever required.</p>
<p>32.1 Pre-qualification Proposal and Technical Proposal</p>	<p>Bidders are required to submit the Pre-Qualification proposal and the Full Technical Proposal (FTP). The format of the Pre-Qualification Proposal and Technical Proposal to be submitted as mentioned in Checklist and Section IV. Submission of the wrong type of Pre-Qualification and Technical Proposal will result in the Proposal being deemed non-responsive. The Pre-Qualification Proposal shall provide the information as required under Clause 17 of Section II for the evaluation as per Clause 10 of Section II using the attached Standard Forms (Section IV) and shall provide all documentary evidence for the same.</p>

	<p>The Technical Proposal shall provide the information indicated in the following paras from (a) to (e) using the attached Standard Forms (Section IV).</p> <p>(a) For the FTP: a brief description of the Bidders' organization and an outline of recent experience of the Bidders on assignments of a similar nature are required in Form TECH-2 of Section IV. For each relevant assignment, the outline of the scope of work, tasks undertaken highlighting automation of payments and accounts related functions, duration of the assignment, contract amount, and Bidder's involvement, etc. Information should be provided only for those assignments for which the Bidder was legally contracted by the Purchaser as a corporation or as one of the major companies within a joint venture.</p> <p>(b) For the FTP: Bidders should be able to substantiate the experience claimed in their proposal and must submit Letter of Award / Copy of Contract for all assignments mentioned in the proposal.</p> <p>For projects under Non-Disclosure Agreement with the client, bidder shall submit the copy of NDA along with Company Secretary/ Auditor certificate confirming the project scope, order value, start date, project status, scope and project duration.</p> <p>(c) For the FTP, a description of the approach, methodology and work plan for performing the assignment covering the following subjects: approach and methodology, timelines and organization. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-3 of Section IV.</p> <p>(d) Two CDs containing technical presentation are to be</p>
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	<p>submitted by the bidder in a sealed envelope before the last date and time of submission of bids, one to be marked as original and other marked as duplicate for technical evaluation. The envelope containing CDs is to be marked “CDs Containing Technical Presentation: Not to be Opened By the Purchaser”. The sealed envelope containing technical presentation shall be handed over to the bidder at the time of technical presentation and taken back by the Purchaser after presentation.</p> <p>(e) Details of the application proposed</p> <p>The Pre-Qualification Proposal and Technical Proposal shall not include any financial information. A Pre-Qualification Proposal or Technical Proposal containing financial information shall be declared non responsive and shall be summarily rejected</p>
<p>32.2 Financial Proposal</p>	<p>The Financial Proposal shall be prepared using the attached Standard Forms (Section IV) and the Price BOQ as required and mentioned in the Checklist. The bidders are hereby informed that all staff for this assignment shall be co-located at HQ and ROs of UIDAI. The bidder must make arrangements for efficient human resource management and administration of their staff during the contract period. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.</p>

SECTION III – General Conditions of Contract

1. GENERAL PROVISIONS

<p>1.1 Definitions</p>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in the Purchaser’s country, as they may be issued and in force from time to time.</p> <p>(b) “Accounting” means <i>keeping and preparation of the financial records of the purchaser’s organization in accordance with the laid down standards and procedure, the analysis, verification and reporting of such records.</i></p> <p>(c) “Accounting functions” shall include but not limited to <i>preparations of bills/vouchers of financial transactions, recording of transactions in subsidiary book(s), preparation of journal chronologically, posting of journals into ledger chronologically and in a classified manner, reconciliation of various books of accounts, preparation of trial balance at the end of each month, recording adjustment entries in timely manner and preparation of adjusted trial balance, closing all nominal accounts and transferring them to financial statements and preparation of financial statements, i.e. the Balance Sheet, the Income and Expenditure Account and the Receipt and Payment</i></p>
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	<p><i>Account.</i></p> <p>(d) “Asset” means resources used by the purchaser for carrying out its activities and shall include fixed assets such as land, buildings, plant machinery and equipments, vehicles, furniture and fixtures, office equipments etc. and current assets such as investments, inventories, sundry debtors, cash and bank balances, loans, advances and other assets.</p> <p>(e) “Bidder” means any private or public entity that will provide the Services to the Purchaser under the Contract.</p> <p>(f) “Contract” means the Contract signed by the Parties and all the attached documents i.e. the Sections like General Conditions Section (GC), Statement of Works Section, the Appendices and the Annexure.</p> <p>(g) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6 of Section III;</p> <p>(h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1 of Section III.</p> <p>(i) “Foreign Currency” means any currency other than the currency of the Purchaser’s country.</p> <p>(j) “GC” means General Conditions of Contract.</p> <p>(k) “Government” means the Government of the Purchaser’s country.</p> <p>(l) “Local Currency” means the currency of the Purchaser’s country.</p>
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	<p>(m) “Bidder” means the Bidder company bidding for this project.</p> <p>(n) “Party” means the Purchaser or the Bidder, as the case may be, and “Parties” means both of them.</p> <p>(o) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>(p) “Services” means the work to be performed by the Bidder pursuant to this Contract.</p> <p>(q) “In writing” means communicated in written form with proof of receipt.</p> <p>(r) “IT Systems” means all application software, middleware, system software, database, servers, networking, security, storage, etc.</p>
1.2 Relationship between the Parties	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Purchaser” and the Bidder. The Bidder, subject to this Contract, has complete charge of Personnel and Sub-Bidders, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
1.3 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
1.4 Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

<p>1.5 Notices</p>	<ol style="list-style-type: none"> 1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Clause 2 of Section I. 2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the Clause 2 of Section I.
<p>1.6 Location</p>	<p>The Services shall be performed at such locations as are specified in Clause 3.1 of section V as the Purchaser may approve.</p>
<p>1.7 Authorized Representatives</p>	<p>Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by the Authorized Representative of the Bidder.</p>
<p>1.8 Taxes and Duties</p>	<ol style="list-style-type: none"> 1. The Bidder, Sub-Bidders, and their Personnel shall pay such taxes, fees, and other impositions levied under the Applicable Laws of India. 2. The Vendor shall be entirely responsible for all taxes, license fees, etc., incurred of the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser.

<p>1.9 Fraud and Corruption</p>	<p>1. Definitions</p> <p>It is the Purchaser's policy to require that the Purchaser as well as Bidders observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Purchaser defines, for the purpose of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution; ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract; iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels; iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract; <p>2. Measures to be taken by the Purchaser</p> <ul style="list-style-type: none"> (a) The Purchaser may terminate the contract if it determines at any time that representatives of the Bidder were engaged in corrupt, fraudulent,
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	<p>collusive or coercive practices during the selection process or the execution of that contract, without the Bidder having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;</p> <p>(b) The Purchaser may also apply sanction/s against the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract;</p> <p>3. Commissions and Fees</p> <p>(a) Purchaser will require the successful Bidder to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.</p>
<p>1.10 Limitation of Liability</p>	<p>1. Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out the services, the Bidder, with respect to damage caused by the Bidder to property and/ or assets of the purchaser or</p>

	<p>of any of the Purchaser's Bidders, shall not be liable to Purchaser:</p> <ol style="list-style-type: none"> a. For any indirect or consequential loss or damage; and; b. For any direct loss or damage that exceeds <ol style="list-style-type: none"> i. The Contract Value, or ii. The proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (i) or (ii) is higher. <p>2. This limitation of liability shall not affect the Bidder's liability, if any, for damage to Third Parties caused by the Bidder/ Bidder's Team or any person or firm/ company acting on behalf of the Bidder in executing the work or in carrying out the services.</p>
<p>1.11 Performance Security</p>	<ol style="list-style-type: none"> 1. Within 15 days after the receipt of notification of award of the Contract from the Purchaser, the successful Bidder shall furnish performance security to the Purchaser, which shall be equal to 10 percent (Ten Percent) of the value of the contract in the form of a bank guarantee from a scheduled bank. 2. The Performance Security Bank Guarantee shall be released on completion of the Contractual Obligations. 3. The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of Bidder.
<p>1.12 Price Fall</p>	<ol style="list-style-type: none"> 1. The prices charged for services provided under this contract by the Bidder shall in no event exceed the

	<p>lowest price at which the Bidder sells Services or offers to sell Services of identical description to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract.</p> <p>2. If any time during the contract period the Bidder reduces the sale price, sells or offers to sell such Services to any person/organization including the purchaser or any department of State or Central Govt. or any department. of a State Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.</p> <p>3. Prices shall remain firm and shall not be subject to any upward revision on any account whatsoever throughout the currency of contract.</p>
<p>1.13 "No Claim" Certificate</p>	<p>The Bidder shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.</p>

1.14 Conflict of interest	The bidder should not have any Conflict of Interest that may affect selection of bidder during selection stage. The bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.
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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.
2.2 Termination of Contract for Failure to Become Effective	If this Contract does not become effective within such time period as defined in the RFP, except for the reasons not attributable to bidder in judgement of UIDAI, UIDAI vide written notice to the other Party, may declare this offer to sign the Contract to be null and void, in such case UIDAI may forfeit the EMD of the other party and may invite the next ranked bidder or publish new RFP.
2.3 Commencement of Services	<p>a) The Bidder shall begin carrying out the Services within 30 days from the signing of the contract between the UIDAI and the Bidder which would be considered as start of commencement of services.</p> <p>b) The Penalty will be applied, if the vendor is not able to deploy/provide resources within 30 days of the signing of contract, as per the Service Level Agreement (Section V, Clause 8).</p> <p>c) Bidder should subsequently make Go Live the IT solution within 09 months of commencement of</p>

	<p>services and thereafter 3 months of pilot phase will be run when existing system and automated system shall function concurrently.</p> <p>d) If the Bidder is unable to provide/deploy resources or successfully implement the IT solution as defined in section V within defined period after contract signing, the Purchaser may consider termination of the Contract pursuant to Clause 2.9.1(k).</p>
2.4 Expiration of Contract	Unless terminated earlier pursuant to Clause 2.3 hereof, this Contract shall expire at the end of such time period as specified in Clause 2.11.
2.5 Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
2.6 Modifications or Variations	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>b) In cases of substantial modifications or variations, the prior written consent of the Purchaser is required.</p>
2.7 Force Majeure	
2.7.1 Definition	a) For the purposes of this Contract, "Force Majeure"

	<p>means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>b) Force Majeure shall not include</p> <ul style="list-style-type: none"> i. any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Bidders or agents or employees, nor ii. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. <p>c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
2.7.2 No Breach of Contract	The failure of a Party to fulfil any of its obligations

	<p>under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event</p> <p>a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and</p> <p>b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
2.7.3 Measures to be Taken	<p>a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the “Purchaser”, shall</p>

	<p>either:</p> <ul style="list-style-type: none"> i. Demobilize,; or ii. Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract. <p>e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8 of Section III.</p>
2.8 Suspension	<p>The “Purchaser” may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension</p> <ul style="list-style-type: none"> i. shall specify the nature of the failure, and ii. shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.
2.9 Termination	
2.9.1 By the Purchaser	<p>The Purchaser may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this Clause 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days’ written notice of termination to the Bidder, and sixty (60) days’ in the case of the event referred to in (e).</p> <p>a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract,</p>

	<p>within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.</p> <p>b) If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>c) If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>d) If, as the result of Force Majeure, the Bidder are unable to perform Services for a period of not less than sixty (60) days.</p> <p>e) The Purchaser may by written notice sent to the Bidder, terminate the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>f) If the Bidder submits to the "Purchaser" a false statement which has a material effect on the rights, obligations or interests of the "Purchaser".</p> <p>g) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>h) If the Bidder fails to provide the quality services as</p>
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	<p>envisaged under this Contract. The UIDAI may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one chance to the Bidder to improve the quality of the services.</p> <p>i) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 of Section III hereof.</p> <p>j) Purchaser reserves the right to terminate the agreement with the selected Bidder or reduce the project cost at any stage of the project if the personnel to be deployed full-time on this engagement at any given time are not actually working on this assignment on a full-time basis as proposed by Bidder</p> <p>k) The Purchaser may, without prejudice to any other remedy for breach of contract, by 60 days prior written notice of default sent to the Vendor, terminate the Contract in whole or in part:</p> <p>i. If the Vendor fails to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; OR</p> <p>ii. If the Vendor fails to perform any other obligation(s) under the contract.</p>
<p>2.9.2 Cessation of Rights and Obligations</p>	<p>Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except</p> <p>a) such rights and obligations as may have accrued on the</p>

	<p>date of termination or expiration,</p> <p>b) the obligation of confidentiality set forth in Clause 3.3 hereof,</p> <p>c) the Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 hereof, and</p> <p>d) any right which a Party may have under the Law.</p>
2.9.4 Cessation of Services	<p>Upon termination of this Contract by notice by the purchaser to the other party, pursuant to Clauses 2.9.1 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the "Purchaser", the Bidder shall proceed as provided, respectively, by Clauses 3.9 or 3.10 of Section III hereof.</p>
2.9.5 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses 2.9.1, the Purchaser shall make the following payments to the Bidder:</p> <p>a) If the Contract is terminated pursuant to Clause 2.9.1 (d), (e), (g), (h) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause 6.3(e) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;</p>

	b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (c), (f) and (i), the Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Purchaser” may consider to make payment for the part satisfactorily performed.
2.9.6 Disputes about Events of Termination	If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 2.9.1 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
2.10 Extension of Contract	The contract may be extended for a period of upto two years on yearly basis as required by the Purchaser at same rate and terms and conditions.
2.11 Period of Contract	The service period for Agency as per the scope shall be initially for a period of 3 years (three years) from date of commencement of services. Further extension if any, will be as per clause 2.10.

3. OBLIGATIONS OF THE BIDDER

3.1 General	
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<p>3.1.1 Standard of Performance</p>	<p>The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with Sub-Bidders or third Parties. Bidder should follow and follow and perform services as specified in Section V.</p>
<p>3.2.1 Bidders Not to Benefit from Commissions, Discounts, etc.</p>	<p>a) The payment of the Bidder pursuant to Clause 6 shall constitute the Bidder's only payment in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Sub-Bidders, and agents of either of them similarly shall not receive any such additional payment.</p> <p>b) Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the "Purchaser" on the procurement of goods, works or services, the Bidder shall comply with the Purchaser's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Purchaser". Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the</p>

	account of the “Purchaser”.
3.2.2 Prohibition of Conflicting Activities	The Bidder shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3.3 Confidentiality	Except with the prior written consent of the Purchaser, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.4 Intellectual Property Rights (IPR)	<p>a) The intellectual property rights to all the deliverables listed under shall remain sole and absolute property of the “Purchaser”</p> <p>b) The intellectual property rights of all the tools, processes, utilities, and methodology used in the provision of Services hereunder and/or development of any deliverables hereunder which were existing with Bidder prior to this Contract shall remain property of the bidder. All new ideas, inventions, innovations, or developments conceived, developed or made by Bidder or its consultants/employees (“Software Vendor Materials”) under this contract, shall remain the property of the purchaser. Bidder grants the Purchaser a non-exclusive, non-transferable, worldwide, perpetual, irrevocable, paid up license to use the Software Vendor Materials to the extent the same have been incorporated in the deliverables or are required for the use of deliverables in terms of this Contract.</p>

<p>3.5 Bidder's Actions Requiring Purchaser's Prior Approval</p>	<p>The Bidder shall obtain the Purchaser's prior approval in writing before any change or addition to the Personnel listed as mentioned by bidder after the signing of contract.</p>
<p>3.6 Reporting Obligations</p>	<p>The Bidder shall submit to the Purchaser the reports and documents, in the form, in the numbers and within the time periods as defined by UIDAI after the signing of Contract.</p>
<p>3.7 Documents Prepared by the Bidder to be the Property of the Purchaser</p>	<p>a) All plans, drawings, specifications, designs, reports, forms, other documents and software (including source code) submitted, developed or customized by the Bidder under this Contract shall become and remain the property of the Purchaser, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Purchaser, together with source code of the software so developed under this contract along with a detailed inventory thereof.</p> <p>b) The Bidder may retain a copy of such documents, on prior permission of UIDAI, but shall not use anywhere, without taking permission, in writing, from the Purchaser and the Purchaser reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain the "Purchasers" prior written approval to such agreements, and the "Purchaser" shall be entitled at its discretion to require recovering the expenses related to the development of the program concerned.</p>

<p>3.8 Equipment, Vehicles and Materials Furnished by the “Purchaser”</p>	<p>Equipment, vehicles and materials made available to the Bidder by the “Purchaser”, or purchased by the Bidder wholly or partly with funds provided by the “Purchaser”, shall be the property of the “Purchaser” and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidder shall make available to the “Purchaser” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Purchaser’s instructions. While in possession of such equipment, vehicles and materials, the Bidder, unless otherwise instructed by the “Purchaser” in writing, shall insure them at the expense of the “Purchaser” in an amount equal to their full replacement value.</p>
<p>3.9 Equipment and Materials Provided by the Bidders</p>	<p>Equipment or materials brought by the Bidder and the Personnel and used either for the Project or personal use shall remain the property of the Bidder or the Personnel concerned, as applicable. However, the application/code developed for use of purchaser will be the property of purchaser.</p>

4. BIDDER’S PERSONNEL

<p>4.1 General</p>	<p>The Bidder shall employ and provide qualified and experienced Personnel as are required to carry out the Services as detailed in the Scope of Work.</p>
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<p>4.2 Description of Personnel</p>	<p>a) The title, job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Bidder's personnel are as per the Bidder's proposal to provide the services.</p> <p>b) The bidder must provide sufficient number of key personnel to maintain the services delivered and do the necessary ramp up that may be required during the contract duration.</p> <p>c) The bidder must always provide such minimum number of personnel as stipulated under Schedule of Requirement, Scope of Work, Clause 4 of Part V.</p>
<p>4.3 Approval of Personnel</p>	<p>In respect of personnel which the Bidder proposes to use for carrying out of the services, the Bidder shall furnish necessary details and also the tentative engagement plan.</p>
<p>4.4 Removal and/or Replacement of Personnel</p>	<p>a) If, for any reason beyond the reasonable control of the Bidder, any separation of resource from the Bidding firm, retirement, death, medical incapacity, among others, where it becomes necessary to replace any of the Personnel, the Bidder shall provide a replacement of the resource of equivalent or better qualifications.</p> <p>b) If the Purchaser finds that any of the Personnel have</p> <ul style="list-style-type: none"> (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) Have reasonable cause to be dissatisfied with the performance of any of the Personnel, <p>c) then the Bidder shall, at the Purchaser's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Purchaser. Any of the Personnel provided as a replacement</p>

	<p>under Clauses (a) and (b) above the Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.</p> <p>d) In the event of any request from the Purchaser to replace a resource on reasonable ground of non-performance or otherwise, the successful Bidder would be required to deploy a replacement of the resource within 30 days from receipt of written/email request from UIDAI. Bidder shall also ensure that in case of replacement of any Personnel, knowledge transfer and its documentation is undertaken. There shall be a 15 days overlapping period for such knowledge transfer activity.</p>
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5. OBLIGATIONS OF THE PURCHASER

5.1 Change in the Applicable Law Related to Taxes and Duties	If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Bidder for providing the services or any such applicable tax from time to time, the effect of same shall be transferred to the Purchaser.
5.2 Payment	In consideration of the Services performed by Bidder under this Contract, the "Purchaser" shall make to the Bidder such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENTS TO THE BIDDER

6.1 Total Cost of Services	<p>a) The total cost of the Services payable is set forth in FIN-2 as per the Bidder's proposal to the Purchaser.</p> <p>b) Except as may be otherwise agreed under Clause 2.6,</p>
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	payments under Contract shall not exceed the amount specified in FIN-2.
6.2 Currency of Payment	All payments shall be made in Indian Rupees.
6.3 Terms of Payment	<p>The payments in respect of the Services shall be made as follows:</p> <ol style="list-style-type: none"> The Bidder shall submit the invoice for monthly payment. The payment shall be released after deduction on account of TDS and not meeting the SLA . The payment shall be made only after receipt of status of Actual Manpower deployment, attendance record of Manpower deployed duly certified by authorized signatory of bidder and Certificate of attendance certified by the accepting authority where the Manpower is deployed has been submitted by the Bidder and approved as satisfactory by the "Purchaser" for that month. For the purpose of payment above, satisfactory means; acceptance of the deliverables as well as acceptance of all the reports as mentioned above by the Purchaser after submission by the Bidder. It also include completion of time bound activities that need to be done and agreed with UIDAI after award of contract. If the invoices, reports and deliverables submitted by the Bidder are not acceptable to the Purchaser, reasons for such non-acceptance should be recorded in writing; the Purchaser shall not release the payment due to the Bidder. Reports and deliverables not meeting the required quality or expectations

	<p>or are incomplete shall not be accepted. In such case, the payment will be released to the Bidder only after it re-submits the reports and deliverable and which are accepted satisfactorily by the Purchaser.</p> <p>e) In case of early termination of the contract, the pro rata payment shall be made to the Bidder for the period it has provided its services to the Purchaser.</p>
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7. GOOD FAITH

7.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
7.2 Operation of the Contract	The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	<p>Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.</p>
8.2 Arbitration	<ol style="list-style-type: none"> 1. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing. 2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. 3. The Arbitration proceedings shall be held in Delhi, India. 4. The Arbitration proceeding shall be governed by the

	<p>substantive laws of India.</p> <p>5. The proceedings of Arbitration shall be in English language.</p> <p>6. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.</p> <p>7. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.</p> <p>8. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the</p>
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	<p>reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.</p> <p>9. It is a Scope of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.</p> <p>10. It is also a Scope of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.</p> <p>11. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.</p> <p>12. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.</p> <p>13. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.</p> <p>14. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.</p>
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9. MISCELLANEOUS PROVISIONS

Miscellaneous	i. Nothing contained in this Contract shall be construed as
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Provisions	<p>establishing or creating between the Parties, a relationship of master and servant or principal and agent.</p> <p>ii. The Bidder shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>iii. The Bidder shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>iv. The Bidder shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder.</p> <p>v. The Bidder shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>vi. All claims regarding indemnity shall survive the termination or expiry of the Contract.</p>
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10. FINANCE AND ACCOUNTING APPLICATION

10.1 General	<p>Bidder needs to implement web enabled accounting software which shall be based on open source platform to manage various functions and deliverables expected as mentioned in Scope of Work, Section V so that processes can be automated to the maximum possible. It can be implemented in phases within 09 month duration after start of contract and thereafter at least 3 months of pilot shall be run wherein all the operations will be done both in system and manual mode. It shall include all the areas in a division that are covered in scope of work such as but not limited to</p> <ul style="list-style-type: none"> a) General Accounting b) Expense Accounting c) Receipt Accounting d) Bank Accounting e) Payroll Management f) Automated reconciliation with bank and other entities g) MIS Reporting
10.2 Functionality of Application	<p>The proposed system must be service oriented as its fundamental design principle. This is to facilitate scalability and rearrangement of modular functionality to easily adapt to the existing processes. This would also enable change of functionality in specific modules/ services if required, without impacting other service components.</p> <p>The architecture of the chosen solution must employ a fault tolerant design with enough redundancy to prevent data loss due to hardware failures or network outages. The detailed design and working of the system on component level must be submitted as</p>

	<p>part of technical bid.</p> <p>The application shall be based on open source platform with the source code available to UIDAI for its use and modification without any fee. The application and source code developed will be the property of UIDAI.</p> <p>The maintenance and upgradation of software and IT solution provided by the bidder as a part of deliverables shall be carried out by the bidder without any additional cost.</p>
10.3 Hardware provisioning	<p>All IT hardware required by the bidder for its application shall be proposed by the bidder in its technical solution as same will be provisioned by the UIDAI.</p>
10.4 Information Security and Data Privacy	<p>The successful bidder shall ensure that the application is secure in every aspect. The appropriate safeguards within the hosting environment should include the use of encryption software and unique passwords and IDs to protect data's confidentiality, integrity, and availability.</p> <p>The successful bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices</p> <p>The successful bidder shall also be responsible for documenting all device configurations such as firewall, routers, etc.</p> <p>The Supplier shall be responsible for ensuring overall information security of the system, including but not limited to:</p> <ul style="list-style-type: none"> • Web Portal • Application software • System Software • Support Software • Data • Information, etc.

	<p>The successful bidder shall be responsible for the regular update of the security policy as formulated during project duration.</p> <p>The successful bidder is responsible for implementing measures to ensure complete security of the system (including its entire environment) and confidentiality of the related data, inconformity with the security policy of the system (framed by the successful bidder in consultation with UIDAI).</p> <p>The successful bidder shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for the entire solution deployment.</p> <p>The successful bidder shall take into consideration the usability of the existing ICT infrastructure available in each of the locations.</p>
<p>10.5 Data Migration</p>	<p>The successful bidder shall prepare a strategy for data migration and digitization if required after discussion with UIDAI and get the same approved by UIDAI. Currently, all F&A data is in Tally, COM DDO, Excel files and registers.</p> <p>The successful bidder shall be required to perform a digitization and 100% migration of data without any data loss from FY 17-18. It is the responsibility of the successful bidder to identify the quantum of data which needs to be digitized / migrated.</p> <p>The successful bidder shall conduct integration testing of the entire system once before data migration and once after data migration & subsequently before Go-Live.</p> <p>During the Data Quality Assessment and review by Purchaser or any external agency, any corrections required shall be identified</p>

	<p>in the data digitized by the successful bidder, and the successful bidder shall correct and re-submit the data.</p> <p>Supplier should prepare and submit report on Data Migration and Digitization.</p>
10.6 Go-Live and Operational Acceptance	<p>The complete IT solution should be implemented within 09 months, during which the all operational tasks to be maintained by the supplied manpower. Thereafter, at least 3 months of pilot run where all activities will be carried out in both IT system and manual mode. After acceptance and Go-Live of complete system, the bidder may decrease the resource deployed but maintain a minimum of 1 Project Manager and 3 resources to manage the deliverables as defined in Scope of Work.</p> <p>The successful bidder shall be at liberty to implement the work for IT enablement and automation of accounts related functions in a phased manner by implementing one or more modules at a time. However, each and every individual module and the entire system must go live within 09 months of the commencement of work under the contract.</p> <p>Bidder should submit a report for obtaining OPERATIONAL ACCEPTANCE after the Go-Live. The report should include following:</p> <ul style="list-style-type: none"> _ All required activities for the project delivered by the Supplier and accepted by the Purchaser _ All the required Project Documents (manuals, SOP, etc.) have been submitted and accepted by the Purchaser _ No. of user that have access to the System and are using the System for the respective functional areas <p>Any other work which is required to be complied with, by the successful bidder.</p>

SECTION IV – Annexure – Standard Forms

1. Pre-Qualification Proposal

Refer Clause 32 of Section II of the RFP.

Pre-Qualification Proposal

PRE-QUAL FORM 1 – Pre-Qualification Proposal Submission Form

PRE-QUAL FORM 2 – Bidder's Organization and Requisite Experience

PRE-QUAL FORM-1: PRE-QUALIFICATION PROPOSAL SUBMISSION FORM

To:

The Assistant Director General (Accounts)
Unique Identification Authority of India (UIDAI),
Ministry of Electronics & Information Technology, Govt. of India (GoI), 3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110001.

Dear Sir/Madam,

We, the undersigned, offer to provide services in accordance with your Request for Proposal dated _____, and our Proposal. We are hereby submitting our Proposal, which includes this Pre-Qualification Proposal, and a Technical Proposal and Financial Proposal as per eProcurement three cover system.

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

We hereby declare that all the information and statements made in this Pre-Qualification Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the Services related to the assignment not later than _____(*Commencement date*).

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Company:

Address:

Location: _____

Date: _____

PRE-QUAL FORM-2: BIDDER'S ORGANIZATION AND EXPERIENCE**A - Bidder's Organization**

[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. Apart from this, also provide information on the Annual Turnover of the company for the last 3 financial years as required in the form below]

Organization and Financial Information

Form A 1: Details of the Organization - Bidder	
Name	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Area of expertise with respect to this project	
Contact details (name, address, phone no. and email)	

Form A 2: Financial Information – Bidder			
	FY 2016-17	FY 2015-16	FY 2014-15
Revenue (in INR Crores)			
Profit Before Tax (in INR Crores)			

Revenue from Skilled Manpower Services (in INR Crores)			
Other Relevant Information			

B – Bidder Company's Experience

[Using the format below, provide information on each assignment for which your company was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out Services as requested under this assignment. Bidders should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/ certificate from auditor/ other customer testimonials including video along with supporting certificate from auditors) as required in the form. Please provide citations of 2 relevant completed skilled manpower for outsourcing functions in Accounting Division of government/statutory bodies/PSUs/Banking and Financial Institutions/Insurance companies , please refer clause 17 of section II. Also provide the details of organisation where bidder has successfully IT enabled and integrated end to end Accounting function and that of an organization has turnover of at least Rs 500 Cr. In case, information required by UIDAI is not provided by Bidder, UIDAI shall proceed with evaluation based on information provided and shall not request the Bidder for further information. Hence, responsibility for providing information as required in this form lies solely with Bidder.]

Assignment name:	Approx. Value of Contract: (Mandatory field) (Mention contract value in INR)
Country:	Duration of assignment (months):
Location within country:	
Name of Purchaser:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your company under the contract (in INR):

Start date (month/year):	No. of professional staff-months provided by associated Bidders:
Completion date (month/year):	
Name of senior professional staff of your company involved & functions performed (indicate most significant profiles such as Project Director/Coordinator):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Company's Name:

2. Technical Proposal

Refer to Clause 32 of Section II of the RFP.

Technical Proposal

- | | |
|--------|---|
| TECH-1 | Technical Proposal Submission Form |
| TECH-2 | Bidder's Organization and Experience |
| | A Bidder's Organization |
| | B Bidder's Experience |
| TECH-3 | Structure of Technical Proposal |
| TECH-4 | Brief profile of members of initial team proposed for execution of contract |

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

To:

The Assistant Director General (Accounts)
Unique Identification Authority of India (UIDAI),
Ministry of Electronics & Information Technology, Govt. of India (GoI), 3rd Floor, Tower
II, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110001.

Dear Sir/Madam,

We, the undersigned, offer to provide **services** in accordance with your Request for Proposal dated _____, and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal as per packets mentioned through CPP Portal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate _____ related to the assignment _____ not _____ later _____ than _____ the date _____.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Address: _____

Location: _____

Date: _____

FORM TECH-2 BIDDER'S ORGANIZATION AND EXPERIENCE

A - Bidder's Organization

[Provide here a brief description of the background and organization of your company/ entity 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.]

B – Bidder Company's Experience – Skilled Manpower for Finance, Accounts and Audit related functions

[Using the format below, provide information on each assignment for which your company was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out Services as requested under this assignment. Bidders should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/ certificate from auditor/ other customer testimonials including video along with supporting certificate from auditors) as required in the form. Please refer Phase II of Clause 10 of Section II. In case, information required by UIDAI is not provided by Bidder, UIDAI shall proceed with evaluation based on information provided and shall not request the Bidder for further information. Hence, responsibility for providing information as required in this form lies solely with Bidder.]

Assignment name:	Approx. Value of Contract: (Mandatory field) (Mention contract value in INR values :)
Country:	Duration of assignment (months):
Location within country:	
Name of Purchaser:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your company under the contract (in INR):

Start date (month/year):	No. of professional staff-months provided by associated Bidders:
Completion date (month/year):	
Name of senior professional staff of your company involved and functions performed (indicate most significant profiles):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Company's Name:

FORM TECH-3 STRUCTURE OF TECHNICAL PROPOSAL

The Technical Proposal needs to be structured as follows:

Section 1: Executive Summary

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

Section 2: Bidder Profile & Qualifications

This section should cover the Bidder's profile including credentials and capabilities, local presence and relevant experience

Section 3: Organization and Experience

In this section, Bidders' should propose the work plan to manage the activities and plan for automation/IT enablement of the activities. Key emphasis will be on the experience of similar nature, methodology of implementation, risk handling, duration of implementation, etc.

FORM TECH-4 Brief profile of members of initial team proposed for execution of contract

The brief profile of manpower proposed to be part of initial team providing services covered under the Scope of Work of this RFP shall be structured as under:

Location	Role	Educational Qualification	Year of experience	Nature of experience	Current and previous organisations where worked
UIDAI HQ, New Delhi	Project Manager				
	Expert 1 for opening balance estimation				
	Expert 2 for opening balance estimation				
	Minimum 6 rows for other resources to be deployed at UIDAI HQ				Not applicable
UIDAI, ROs	Minimum two resource at Bengaluru and one each at Chandigarh, Delhi, Lucknow, Ranchi, Guwahati, Mumbai and Hyderabad				Not applicable

Detailed CV of Project Manager and two Experts to be deployed for preparation of statement of opening balance of assets of the UIDAI as at 01 April 2017 shall be included as the part of the proposal.

3. Financial Proposal

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Clause 33.2 of Section II.

FIN-1 Financial Proposal Submission Form

FIN-2 Project Cost

[Comments in brackets [] provide guidance to the Bidders for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Assistant Director General (Accounts)
Unique Identification Authority of India (UIDAI),
Ministry of Electronics & Information Technology, Govt. of India (GoI), 3rd Floor, Tower
II, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110001.

Dear Sir/Madam,

We, the undersigned, offer to provide services in accordance with your Request for Proposal dated _____, and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures*]*. The amount of the local taxes, as identified/estimated is shown in the appropriate column in the Form.

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

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

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

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Company:

Address:

** Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.*

FORM FIN-2 PROJECT COST

(This form shall be used for arriving at the lump-sum of the contract. The form shall include the staff-rates for ALL the resources proposed to be deployed during the entire duration of the project and IT system that will be deployed and use. As the number of resources will be decreased after implementation if IT solution, hence the lump sum cost is to be provisioned.)

Sl. No.	Item Description	Qty.	Units	Month Rate	GST in % on Unit Rate	Any other Taxes in % on Unit Rate	Total Amount for period of 36 months (excl. taxes)	Total Amount for period of 36 months (Incl. Taxes)	Total Amount for period of 36 months (in words)
1	EXPERT REQUIRED FOR FIXED DURATION								
1.01	Experts for preparation of opening balance statement	2	Nos.				<i>(For three Months)</i>	<i>(For three Months)</i>	
2	Deliverable Based								
2.01	All tasks and Deliverables	-	-						
Total in Figures									
Quoted Rate (in words)									

SECTION V - SCOPE OF WORK (SOW)

1. Introduction	This RFP aims to identify and engage an agency to outsource functions of Accounting division.
1.1 About UIDAI	<p>The Unique Identification Authority of India (UIDAI) was created by the Government of India as an as an attached office under erstwhile Planning Commission. Subsequently, vide gazette notification dated 12th July 2016, Govt. of India established, the Unique Identification Authority of India, to exercise the powers conferred on, and to perform the functions assigned to it under the Aadhaar Act 2016</p> <p>The head office of the Authority is in New Delhi with regional offices at Bengaluru, Hyderabad, Lucknow, Guwahati, New Delhi, Ranchi, Mumbai and Chandigarh and offices for Central Identities Data Repository operations at Bengaluru and Manesar.</p>
1.2 About Finance and Accounts Division	The Finance & Accounts Division (FD) is headed by the Deputy Director General (Finance) who is Financial Advisor in UIDAI. The function of the Division includes screening of proposals involving financial implications, rendering concurrence and advice on financial matters, preparation of budget, expenditure and cash management, drawing and disbursement of funds, releasing payments to staff and third parties, book keeping and preparation of accounts, internal audit etc. The details are available on UIDAI's website.
2 Annual Expenditure and Budget	<p>The average annual budget of UIDAI is in the range of Rs 1,500 Cr.</p> <p>It is further estimated that number of financial transactions at Headquarters is 5,000 per annum whereas at each RO number of transactions will be 1000 per annum</p>

3. Overview of scope	<p>The scope of work for Agency spans across assisting in day to day activities in Accounts Unit including pre-check, preparation of bills/vouchers, bookkeeping and accounts preparation and completion of activities on time. The processes need to be IT enabled to decrease the time taken in processing and multiple entries which are required during any transaction.</p>
3.1 Scope	<p>The scope of work for the Agency for the project is broadly segregated under the following:</p> <ul style="list-style-type: none"> • Manpower support for managing day to day budget and accounting related functions of UIDAI Headquarter and Regional Offices • Application software development and implementation for IT enablement/automation of all budget and accounting related tasks at UIDAI Headquarter and Regional Offices • Operation and Maintenance of the system • Training of Employees <p>The agency shall redefine work flows in consultation with UIDAI to enable IT enablement of every task. Initially 16 nos of resources will be required (1 Project Manager at HQ, 6 other resources at HQ, 1 each at 7 ROs and 2 resources at Bangalore RO). In addition, two (2) experts for 3 months will be required for asset valuation and preparation of opening balance statement as UIDAI has migrated to commercial accounting from FY 17-18.</p> <p>After one year of the commencement of services or after three months of successful implementation of IT enabled automated system, whichever is later, the service provider may decrease the resource accordingly. However, one Project Manager responsible for overall implementation of the project and at least 3 other resources shall always remain available at any given point of time, without affecting the work at HQ and ROs</p>

	<p>The tasks to be carried out are</p> <p>a) Accounting Work at HQ and ROs</p> <ol style="list-style-type: none"> 1) Pre-check of proposals received for payments and receipts and preparation of bills/vouchers. 2) Day to day posting of entries on Accounting software (Tally/Comp DDO etc) and periodic extraction/reporting of books and accounts 3) Preparation of Accounts (all financial transactions, journal entries, etc) as per statutory requirements 4) Preparation of Trial Balance, Income and Expenditure Account, Balance Sheet, Cash Flow Statement, Receipt and Payment Account etc. as per statutory requirements 5) Accounting of Receipts, i.e, Funds, Fees, Grants, etc received from Vendors/Central Government 6) Collection, deposit and accounting of Fees and other receipts from Vendors/user agencies 7) Assistance in preparation and tracking of Budgetary activities 8) Maintenance of accounts and other related records as per guidelines and requirements. Allocation of expenses for each activities and processing of documents with various stakeholders 9) Computerization and maintenance of registers and journals 10) Perform yearly account closing procedures as per statutory requirements <p>b) Preparation of Opening Balance Statement (One time activity)</p> <ol style="list-style-type: none"> 1) Determination of Opening Balance Statement of all assets and liabilities of UIDAI as at 01.04.2017
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	<ol style="list-style-type: none"> 2) Preparation of details, including determination of book value, of plant, property and equipment (Fixed Assets) 3) Updation and maintenance of fixed asset register on periodic basis <p>c) Tax returns</p> <ol style="list-style-type: none"> 1) Preparation of periodic returns and challans for TDS of Income Tax. 2) Preparation of periodic returns and challans for TDS of GST. 3) Submission of periodic and annual statement for Income Tax and GST. 4) Preparation of Form 16/16A of employees/vendors. <p>d) Audits</p> <p>To assist in audits</p> <p>e) Payroll Management</p> <p>Payroll Management, generation of payslips, TDS, Form 16, etc</p> <p>f) Reconciliation Work</p> <ol style="list-style-type: none"> 1) Carrying out re-conciliation of accounts with banks 2) Reconciliation of Funds, Fees, Grants, etc received from Vendors/Central Government <p>g) MIS and Reporting</p> <p>Comprehensive MIS reports as per day to day requirements from the existing financial systems at respective locations</p> <p>h) Others</p> <ol style="list-style-type: none"> 1) Generation and Submission of CA certified Annual Account Closing reports
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	<ul style="list-style-type: none"> 2) Any other works pertaining to Finance and Accounts 3) Adherence to the govt rules and instructions at every level of checking 4) GST related works , report and implementation 5) Integration with bank for payments 6) Cheque and other document handling with banks at its own cost and transportation
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4. Schedule of Requirements	<p>A. The contract with successful bidder shall be applicable initially for a period of three years from date of commencement of services. The contract can be extended by two year on yearly basis on mutual agreement, as per clause 2.10 of section III.</p> <p>B. The following is a broad list of categories of activities that the bidder is expected to carry out:</p> <ul style="list-style-type: none"> a. Provide sufficient number of resources to carry out all the tasks in F&A division. b. 2 experts for 3 months for asset valuation and preparation of opening balance statement c. Suggest and agree with UIDAI on the process and work flow to be changed to adopt it for web based IT system d. IT enable all the activities and workflows and maintain the same e. At least 4 resources, including one Project Manager, to be provisioned after complete IT enablement of complete financial system. <p>C. Integrating application with existing applications</p> <ul style="list-style-type: none"> a. The application will be standalone with no integration
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	<p>required with existing UIDAI system. However, integration with bank and external system may be required.</p> <ul style="list-style-type: none"> b. If integration with existing application is required, bidder will take all necessary steps to understand the requirements of integration and incorporate necessary features in the application to ensure seamless integration with existing applications. c. Currently Tally is in use. d. Application requirements and details are as mentioned in Section III, clause 10. <p>D. Resources</p> <ul style="list-style-type: none"> a. Initially 16 nos of resources will be required (1 Project Manager at HQ, 6 other resources at HQ, 1 resource each at 7 ROs and 2 resources at Bangalore RO). b. Project Manager shall have overall responsibility of successful implementation of all activities covered under the Scope of Work. He/She is expected to manage and supervise the work of other resources and experts deployed under this contract. He/She should be CFA/CA/ICWA/MBA (Finance) or equivalent certification and shall have experience of at least 3 years in managing the functions in accounting department. c. Two (2) additional experts for 3 months will be required for asset valuation and perpetration of opening balance statement as UIDAI. The task has to be completed within 3 months. All costs shall be borne by successful bidder. In case task is not completed within 3 months, same shall be completed as early as possible without any additional charges to UIDAI. However penalties will be applicable
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	<p>during such durations.</p> <ul style="list-style-type: none"> d. In case all tasks are not completed in schedule as defined as part of SLAs, additional resources shall be provisioned by the successful bidder without any additional cost. e. As and when agency enables the modules in IT system it may decrease the resource accordingly, however atleast 4 resources, including one Project Manager, should be available at any given point of time, without affecting the work at HQ and ROs.. f. In case of attrition of any of the resources, bidder will provide replacement and knowledge transfer at their own cost. g. Successful bidder shall submit quarterly resource plan 15 days before commencement of each quarter for a quarter and to be approved by UIDAI. Penalties will be applicable in case of any deviation/ non compliance. h. Attendance of resources will be considered as per UIDAI guidelines.
5.Configuration and Version Control	<ul style="list-style-type: none"> i. With the objective of keeping track of the version updates in the application, bidder shall adhere to the configuration management process defined in conjunction with the UIDAI. ii. The bidder shall ensure that a copy of the production environment is backed up and stored in the repository before the components are copied from Release (Staging) environment to Production. iii. The successful bidder shall follow configuration management procedure for maintaining proper versions of

	the Application source code, application executables, and application configuration files, test suite, deployment scripts, and any code/files that needs to be versioned, etc
6. Detailed Rollout Plan	Successful bidder shall provide detailed rollout plan of application along with manpower deployment within 1 month of signing of the contract. It is to be ensured by bidder that all the tasks and processes has to be completed in time bound manner and its responsibility of bidder to provision to manpower accordingly even after Go Live of IT enabled system.

7. Service level agreement and targets	<p>Finance and Accounts Division is the core department of this organisation. Hence, it shall be the bidder's responsibility to ensure availability of required resources during the entire duration of project. All tasks and timelines will be agreed as per UIDAI requirements and agreed upon within 1 month of signing of the contract.</p> <p>The overall liquidated damages will be maximum of 10% of the Contract Value</p> <p>A. Timely submission of reports as per agreed schedule</p> <p>a) Within 2 Working days as per schedule – No penalty</p> <p>b) For every day after 2 working day – Rs 500 per day per</p>
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	<p>report</p> <p>B. Delay in completion of tasks/entries in system</p> <p>a) Within 1 Working day as per schedule – No penalty</p> <p>b) For every day after 1 working day – Rs 100 per delay per day</p> <p>C. Delay in completion of Opening Balance Report</p> <p>a) Within 3 months – No penalty</p> <p>b) After 3 months – Rs 1,000 per day delay beyond 3 months for first 15 days of delay and Rs. 2000 per day delay thereafter</p> <p>D. Rs 4,000 per day per resource will be levied for any absence or non availability of resource committed in the Quarterly Deployment Plan beyond days mentioned in Clause 8 below.</p> <p>Additional Rs 2,000 per day will be levied for any absence beyond days mentioned in Clause 8 below or non availability of Project Manager. UIDAI may consider termination of contract in case Project Manager is not available within 30 days.</p> <p>E. Non implementation of web based IT enabled system within 09 months of signing of the contract</p> <p>a) Within 09 months – No penalty</p> <p>b) For every month or part thereof after 09 months – 10% of the monthly charges payable</p> <p>c) After 15 months –UIDAI may consider termination of contract</p> <p>F. Non-resolution of any issue in IT enabled automated system (this</p>
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	<p>SLA shall operate after successful completion of three months' pilot phase operation of IT enabled automated system of accounting</p> <p>a) Within next working day of reporting of the issue – No penalty</p> <p>b) For each day of delay – Rs. 2000 per day</p> <p>G. Incorrect calculation while preparing bills/vouchers – Rs. 200 on each occasion.</p> <p>H. Incorrect posting of paid vouchers in accounting books – Rs. 200 on each occasion</p>
8. Service Conditions	<p>a) In general, the number of hours working in day shall be 8 hrs 30 minutes and number of working days in a week shall be 5 days.</p> <p>b) The resources can avail holidays as per UIDAI's list of holidays.</p> <p>c) As and when necessary based on release criticality, it is expected that resources deployed will work extra hours including weekdays or weekend in case of emergency like financial year closure etc. without any additional payment.</p> <p>d) The resources may avail up to a maximum of 4 days of leave in one quarter subject to cap of 12 days in a period of 12 months starting from the date of commencement of services. However, the resources shall take prior permission from Purchaser for availing any leave.</p> <p>e) The travelling and hotel expenses of resources deployed under this contract for official tours carried out on the instruction of the Purchaser shall be borne by the Purchaser as per its own norms.</p>

SECTION VI – APPENDIX

Appendix A - CONTRACT

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

WHEREAS Purchaser is desirous of entering into a contract for

_____ *[RFP Name]* with the **Vendor**, for the Unique Identification Authority of India and has accepted to pay to the **Vendor** the contract amount for provisioning of related Services at a total cost not exceeding (**Rupees**) (hereinafter referred to as "the Contract Price").

AND WHEREAS the **Vendor** has agreed to provide Services as listed in Bid Document No _____, as per the rate(s) given in **the table below mentioned hereinafter**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

A. Bid Document No. _____ regarding
 “ _____
 _____ [RFP Name]” in the Unique Identification Authority of
 India, including

B. Clarifications issued by the **Purchaser**.

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

D. Notifications of award vide Order No. _____ dated _____ issued to the
 Vendor.

E. Acceptance of notification of award by the Vendor vide Vendor Letter
 No. _____ dated _____.

3. In consideration of the payments to be made by the **Purchaser** to the **Vendor** as
 hereinafter mentioned, the **Vendor** hereby covenants with the **Purchaser** to
 provide the services and to remedy therein in conformity in all aspects with the
 provisions of the aforesaid Bid under reference.

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

5. **TOTAL CONTRACT VALUE:**(**Rupees**)

6. Period of Contract: As per Clause 2.11 of Section III.

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

**Signed, sealed and delivered for &
on behalf of M/s _____**

**Signed, sealed and
delivered for and on
behalf of Unique
Identification Authority of
India**

Signature _____
Name _____
Designation _____
Address _____
Date _____

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

In the presence of:

In the presence of:

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

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

Appendix B - PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

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

Ref.....

Bank

Guarantee

No.....

Date.....

To

Unique Identification Authority of India

Ministry of Electronics & Information Technology, Government of India

2ndFloor, Tower I, Jeevan Bharati Building,

Connaught Circus,

New Delhi-110001

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology, Government of India, acting through CEO, UIDAI, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No..... dated.....valued at.....for
 ".....[RFP Name]" and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).

2. We.....(Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

3. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to INR (in words & figures) being the 10% of the value of the contract/notification of award.
 - (2) This Bank Guarantee will be valid up to; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

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

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)
Stamp)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank

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

Appendix C - BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

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

Ref.....

Bank Guarantee No.....

Date.....

To

Unique Identification Authority of India

Ministry of Electronics & Information Technology, Government of India

2nd Floor, Tower I, Jeevan Bharati Building,

Connaught Circus, New Delhi-110001

Dear Sirs,

1. In accordance with Invitation to Bid for
“ _____

_____ *[RFP*

Name]” under your Specification No..... M/s..... having
its Registered/Head Office at..... (hereinafter called the ‘Bidder’)
wish to participate in the said Bid or..... and you, as a special
favour have agreed to accept an irrevocable and unconditional Bank Guarantee
for an amount of..... valid up to on behalf of Bidder in lieu of
the Bid deposit required to be made by the Bidder, as a condition precedent for
participation in the said Bid.

2. We, the Bank at (local address) having our Head office at guarantee and undertake to pay immediately on demand by Unique Identification Authority of India, Ministry of Electronics & Information Technology, Government of India on behalf of the UIDAI acting through CEO, UIDAI, the amount of (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:

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

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

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

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

WITNESS

.....

(Signature)

.....

(Signature)

.....

(Name)

.....

(Name)

.....

(Official Address)

.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Dated.....

Appendix D - Non-Disclosure Declaration

Non-Disclosure Declaration/Agreement

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

WHEREAS, _____ we _____ the _____ undersigned _____ Bidder, _____, having our principal place of business/ registered office at _____, are desirous of bidding for Bid No..... covering “ _____

_____ [RFP Name]” (hereinafter called the said 'RFP') to the Deputy Director General, Unique Identification Authority of India, having its office at 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001, hereinafter referred to as 'Purchaser' and, WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE,

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

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Declaration (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly

to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder.

2. Confidential Information does not include information which:

- a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- b. information in the public domain as a matter of law;
- c. is obtained by the Bidder from a third party without any obligation of confidentiality;
- d. the Bidder is required to disclose by order of a competent court or regulatory authority;
- e. is released from confidentiality with the written consent of the Purchaser.

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

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;

- b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

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

6. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

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

For and on behalf of:

(BIDDER)

Authorised Signatory Office Seal:

Name:

Place:

Designation:

Date :