

BID NO. K-11011/01/RFE/2017-Estt.I



REQUEST FOR EMPANELMENT OF CONSULTING ORGANISATIONS

Date of Publishing RFE: 28th June, 2017

Date of Submission of Bids: 13th July, 2017, 10:00 AM

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA,
Ministry of Electronics & Information Technology (MeitY)
New Delhi**

Contents

DISCLAIMER.....	6
CHECKLIST	7
SECTION I – INVITATION TO BID	10
1. PREAMBLE.....	10
2. SCHEDULE FOR INVITATION TO BID	12
3. EMD/BID SECURITY COST	13
4. BID DOCUMENT FEE.....	13
5. PROCEDURE FOR SUBMISSION OF ONLINE BIDS ON CPP PORTAL.....	14
SECTION II – INSTRUCTIONS TO BID	17
INTRODUCTION.....	17
1. ONLINE BIDS SUBMISSION PROCESS	18
2. BID PRICES.....	18
3. FIRM PRICES.....	19
4. DISCOUNT.....	19
5. BID SECURITY.....	20
6. PERIOD OF VALIDITY OF BIDS	20
7. FORMAT AND SIGNING OF BID	21
8. ADDRESS FOR CORRESPONDENCE.....	21
9. OPENING OF BIDS BY UIDAI.....	21
10. CRITERIA FOR EVALUATION OF BIDS	21
11. UIDAI'S RIGHT TO VARY SCOPE OF CONTRACT AT THE TIME OF AWARD	26
12. UIDAI'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS	26
13. CLARIFICATION.....	26
14. NOTIFICATION OF EMPANELMENT.....	26
15. SIGNING OF CONTRACT.....	27
16. EMPANELMENT SECURITY DEPOSIT.....	27
17. CONDITIONS FOR PRE-QUALIFICATION OF BIDDERS	27
18. LANGUAGE OF BIDS	31
19. BIDDER AUTHORIZED SIGNATORY	32
20. CONTACTING THE UIDAI	32
21. REVELATION OF PRICES	32
22. LOCAL CONDITIONS	32
23. AMENDMENT TO THE BID DOCUMENT	33

24. POST QUALIFICATION	33
25. UNFAIR ADVANTAGE.....	33
26. FRAUD AND CORRUPTION.....	33
27. ONLY ONE PROPOSAL.....	34
28. SUBCONTRACTING AND CONSORTIUM.....	34
29. CLARIFICATION OF BID DOCUMENT	34
30. CONFIDENTIALITY	35
30.1 CONFIDENTIALITY OF DOCUMENT	35
31. CONSORTIUM PARTNER REQUIREMENT.....	35
32. PROPOSAL FORMAT AND CONTENT.....	35
32.1 Pre-qualification Proposal and Technical Proposal	35
32.2 Financial Proposal	36
SECTION III – GENERAL CONDITIONS OF CONTRACT	37
1. GENERAL PROVISIONS.....	37
1.1 Definitions.....	37
1.2 Relationship between the Parties.....	38
1.3 Law Governing Contract	38
1.4 Language.....	38
1.5 Notices.....	38
1.6 Location.....	38
1.7 Authorized Representatives	38
1.8 Taxes and Duties.....	39
1.9 Fraud and Corruption	39
1.10 Limitation of Liability	40
1.11 Performance Security Deposit.....	41
1.12 Price Fall.....	41
1.13 "No Claim" Certificate	42
1.14 Conflict of interest.....	42
2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT	42
2.1 Effectiveness of Contract	42
2.2 Termination of Contract for Failure to Become Effective.....	42
2.3 Commencement of Services.....	42
2.4 Expiration of Contract	43
2.5 Entire Agreement.....	43
2.6 Modifications or Variations.....	44
2.7 Force Majeure	44
2.8 Suspension	46

2.9 Termination	46
2.9.1 By the Purchaser	46
2.9.2 Cessation of Rights and Obligations	47
2.9.4 Cessation of Services	48
2.9.5 Payment upon Termination.....	48
2.9.6 Disputes about Events of Termination	48
2.10 Extension of Contract	48
2.11 Period of Contract	48
3. OBLIGATIONS OF THE BIDDER.....	49
3.1 General	49
3.3 Confidentiality	50
3.4 Accounting, Inspection and Auditing	50
3.5 Bidder's Actions Requiring Purchaser's Prior Approval	50
3.6 Reporting Obligations	50
3.7 Documents Prepared by the Bidder to be the Property of the Purchaser	50
3.8 Equipment, Vehicles and Materials Furnished by the "Purchaser"	51
3.9 Equipment and Materials Provided by the Bidders	51
3.10 Intellectual Property Rights (IPR)	51
4. EMPANELLED BIDDER PERSONNEL.....	51
4.1 General	51
4.2 Deployment of Personnel	51
4.3 Approval of Personnel	52
4.4 Removal and/or Replacement of Personnel	52
5. OBLIGATIONS OF THE PURCHASER	53
5.1 Change in the Applicable Law Related to Taxes and Duties	53
5.2 Payment	53
6. PAYMENTS TO THE BIDDER.....	53
6.1 Total Cost of Services	53
6.2 Currency of Payment	53
6.3 Terms of Payment	54
7. GOOD FAITH	54
7.1 Good Faith	54
7.2 Operation of the Contract	54
8. SETTLEMENT OF DISPUTES.....	54
8.1 Amicable Settlement	55
8.2 Arbitration	55
9. MISCELLANEOUS PROVISIONS	57
SECTION IV – ANNEXURE – STANDARD FORMS.....	58
1. PRE-QUALIFICATION PROPOSAL	58

2. TECHNICAL PROPOSAL.....	61
3. FINANCIAL PROPOSAL.....	69
SECTION V - SCOPE OF WORK	73
1. INTRODUCTION	73
1.1 About UIDAI.....	73
1.2 About Aadhaar	74
1.3 Enrolment and Authentication Plan.....	74
1.4 Ecosystem for Service Delivery	74
1.5 Managed Service Provider.....	75
2. ARCHITECTURE.....	76
3. OVERVIEW OF SCOPE OF WORK.....	77
3.1 Consultant's scope.....	78
4. EMPANELMENT PROFILES	79
5. CANDIDATE SELECTION PROCESS.....	80
6. EXPERIENCE AND QUALIFICATION.....	81
7. SERVICE LEVEL AGREEMENT AND TARGETS	81
SECTION VI – APPENDIX.....	83
Appendix A - CONTRACT	83
Appendix B - PERFORMANCE SECURITY DEPOSIT/ PERFORMANCE BANK GUARANTEE	86
Appendix C - BANK GUARANTEE FOR EMD	87
Appendix D - Non-Disclosure Declaration	90

Disclaimer

1. The information contained in this Request for Empanelment document (RFE) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFE.
2. This RFE is not an Agreement and is neither the offer of empanelment by the Purchaser to the Bidders or any other person. The purpose of this RFE is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFE, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFE. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFE, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFE.
4. The information contained in this RFE is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFE are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFE. Neither the Purchaser nor any of its officers, employees nor any advisors undertake to provide any Bidder with access to any additional information or to update the information in this RFE.

CHECKLIST

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, Technical Bid**), and Packet -2 (**Commercial Bid**):

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

(please refer to Section II – Instruction to Bidders)

S. no	Description	Whether Enclosed (Y/N)
1	Signed and scanned copy of Bid Document 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	<p>Bidder should be</p> <ul style="list-style-type: none"> ▪ A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto. Or ▪ A partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India. ▪ Registered with the Service Tax Authorities ▪ Shall have been in operation in India for at least the last five years from the last date of Bid submission <p>Bidder should submit</p> <ul style="list-style-type: none"> a) Copy of Certificate of Incorporation b) Copy of Registration Certificates 	
2	The bidder should not be debarred or blacklisted from carrying out business with the UIDAI or the Ministry of Electronics & IT or the entire Central Government 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	

S. no	Description	Whether Enclosed (Y/N)
	shall also disqualify the bidder.	
3	The bidder's average turnover from consultancy services in India should be Rs.200 crores or more in each of the last three financial years viz. 2013-14, 2014-15 and 2015-16. Audited Balance sheet of respective financial year is to be enclosed along with turnover certificate.	
4	The bidder should have completed at least 5 eGovernance consulting /IT consultancy jobs each of value more than 1 Crore with central or state Government organizations/ PSU's. Copy of Work Order and Completion Certificate / Client Certificate, Credential	
5	The bidder should have at least 200 full time Consultants on its payroll for the past three years from last date of bid submission. Certificate from the HR head of the bidder.	
6	The bidder should have local offices setup in Delhi / NCR. Undertaking with Office address	
7	Bidder should submit signed and scanned copy of the Authorization letter. Power of attorney or Board resolution in the name of authorized signatory	

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_XXXX.xls (This can be downloaded during online submission and can be submitted online itself).	

Important Note:

- a) The Annexure, other supporting documents and the above list in 1, 2, 3 and 4 shall be placed in the respective Packets and Parts.
- b) 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 “RFE for empanelment of Consulting Organisations” for Unique Identification Authority of India.

Five bidders will be empanelled for providing consultants or consultancy services for the indicative list of jobs defined in the scope of work in Section V. The empanelment will be initially for a period of 4 years (four years) from date of signing on contract which can be extended through mutual consent for a further period of one year.

Empanelled agencies would provide consultants or consultancy services to the ongoing/new projects of UIDAI. Such support will be for a definite period and will not amount to any kind of employment obligation on the part of UIDAI.

Empanelled agencies will provide their services anywhere in India. No TA/DA will be admissible for the first posting of a consultant from the empanelled and selected consulting organisation. However, a consultant would be entitled to TA/DA, as per the UIDAI rules applicable for ADG Level, if she/he is asked to go on tour for UIDAI related project work from her/his deployment location. The consultants from the consulting agencies shall use their own laptops, mobile phone etc. for doing the official project work at no extra cost to UIDAI.

UIDAI reserves the right to disqualify those bids where the quoted rates are extremely low and are seriously deviating from prevalent market trend.

The consultants(s) shall be engaged for a defined period of time to provide support to UIDAI officials through payment on man-month basis as per finalized rates on time and material basis.

- a) Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in the **RFE** 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** Tenderer/Contractor are

advised to follow the instructions provided in the 'Instructions to the Contractors/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 at least **100 dpi with black and white option**. However bidder must ensure that the scanned documents are legible.

- b) Manual bids shall not be accepted.
- c) Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e 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.
- d) 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.
- e) 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.
- f) The Hard Copy of original instruments in respect of cost of tender document, earnest money, original copy of affidavits, etc certificate must be delivered to the address as mentioned in the section 1.2 on or before bid opening date/time 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.
- g) Bids will be opened as per date/time as mentioned in section 1.2. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening date will be intimated later.
- h) All Bids must be accompanied by an **EMD (Earnest Money Deposit) / Bid Security**.
- i) The Pre-Qualification criteria for the bidders should be fulfilled for consideration of the bid.
- j) The Bid Document is confidential and not transferable.

Name of the Purchaser	UIDAI acting through the Chief Executive Officer, Unique Identification Authority of India, 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 Technical evaluation and L1 basis empanelment for five top ranked consulting

	organizations.										
Name of the assignment	Empanelment of Consulting Organisations for UIDAI										
2. Schedule for Invitation to Bid	<p>a) Name of the Purchaser: UIDAI acting through the Chief Executive Officer, Unique Identification Authority of India, Ministry of Electronics & Information Technology, 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.</p> <p>b) Addressee and Address: The Deputy Director General(XXXX) Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.</p> <p>c) Name of the Contact Person for any clarification: Shri Suresh Dutt Sharma, Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, 2nd Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001. Queries should be submitted via E-mail or in hardcopy. E-mail – sureshdutt@uidai.gov.in</p> <p>d) Important Dates</p> <table border="1"> <tr> <td>Published Date</td><td>28.06.2017</td></tr> <tr> <td>Pre-Bid Meeting</td><td>06.07.2017 at 1500 hrs</td></tr> <tr> <td>Submission of Clarification, if any</td><td>07.07.2017 on or before 1600 hrs</td></tr> <tr> <td>Clarification / corrigendum to be uploaded on the CPPP Portal</td><td>12.07.2017 on or before 1800 hrs</td></tr> <tr> <td>Bid Submission Start Date</td><td>13.07.2017 at 1000 hrs</td></tr> </table>	Published Date	28.06.2017	Pre-Bid Meeting	06.07.2017 at 1500 hrs	Submission of Clarification, if any	07.07.2017 on or before 1600 hrs	Clarification / corrigendum to be uploaded on the CPPP Portal	12.07.2017 on or before 1800 hrs	Bid Submission Start Date	13.07.2017 at 1000 hrs
Published Date	28.06.2017										
Pre-Bid Meeting	06.07.2017 at 1500 hrs										
Submission of Clarification, if any	07.07.2017 on or before 1600 hrs										
Clarification / corrigendum to be uploaded on the CPPP Portal	12.07.2017 on or before 1800 hrs										
Bid Submission Start Date	13.07.2017 at 1000 hrs										

	<table border="1"> <tr> <td data-bbox="560 191 1036 254">Bid Submission End Date</td><td data-bbox="1036 191 1437 254">27.07.2017 at 1100 hrs</td></tr> <tr> <td data-bbox="560 254 1036 317">Bid Opening Date</td><td data-bbox="1036 254 1437 317">28.07.2017 at 1600 hrs</td></tr> <tr> <td data-bbox="560 317 1036 380">Financial Bid Opening Date</td><td data-bbox="1036 317 1437 380">Will be communicated later.</td></tr> </table> <p>Note: The above dates, time and venue may be altered by the Purchaser at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above table is further elaborated in the subsequent sections of this RFE and the information provided in the table and subsequent sections of this RFE are to be read in conjunction and are to be interpreted harmoniously.</p>	Bid Submission End Date	27.07.2017 at 1100 hrs	Bid Opening Date	28.07.2017 at 1600 hrs	Financial Bid Opening Date	Will be communicated later.
Bid Submission End Date	27.07.2017 at 1100 hrs						
Bid Opening Date	28.07.2017 at 1600 hrs						
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 Rs. 5,52,000 (INR Five Lakh Fifty Two Thousand Only), in the form of Bank Guarantee as mentioned in Appendix C of Section VI.</p> <p>b) Micro and small Enterprises , as defined in MSE Procurement Policy issued by Department of MSME or are registered with Central Purchase Orgnaization or the concerned Ministry/Department . Such organizations are exempted from submitting the EMD subject to validity of their registration on the date of opening of tender</p>						
4. Bid Document Fee	<p>a) The Bidder is required to pay Rs. 1000 towards Bid Document Fee, on or before bid opening date/time, 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 favor of “Unique Identification Authority of India” and payable at New Delhi. The Bid Document 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) Micro and small Enterprises , as defined in MSE Procurement Policy issued by Department of MSME or are registered with Central Purchase Orgnaization or the concerned Ministry/Department . Such organizations are exempted from submitting the Bid document fee subject to validity of their registration on the date of opening of tender.</p>						

5. Procedure for Submission of Online Bids on CPP Portal

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.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

i) Registration

1. Bidders are required to enroll 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 Enrollment” 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 / eMudhra etc.), with their profile.
5. 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.
6. 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.

ii) Searching for tender documents

1. 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

	<p>tender published on the CPP Portal.</p> <ol style="list-style-type: none"> 2. 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. 3. 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"> 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids. 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 but should be legible. 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. <p>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
--	--

	<p>other issues.</p> <ol style="list-style-type: none"> 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. 3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument. 4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official and received by UIDAI 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. 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 openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
--	---

	<p>8. Upon the successful and timely submission of bids (ie 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 help at +91-7878007972, +91-7878007973.</p>
--	--

SECTION II – Instructions to Bid

Introduction	<p>The UIDAI will empanel 5 (five) consulting organization for various category of work. The bidder must be a company/ organization, in accordance with the method of selection specified in the RFE. Scope of the assignment/ job for which consultant shall be required has been described in the SOW, Section V.</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 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(c) 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	<ol style="list-style-type: none"> 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. The bid shall be submitted online, the Signed and Scanned copy of all the required documents in – <ol style="list-style-type: none"> Packet -1, Part-1 having, viz., <ul style="list-style-type: none"> Tender Fee + EMD Packet -1, Part-2 having, viz., Checklist with Y/N as mentioned in CHECK LIST section for Prequalification plus PRE-QUAL Form 1 and PRE-QUAL Form 2 as mentioned in Section IV Packet-1, Part-3 having, viz., <ul style="list-style-type: none"> Technical Bid Submission (All the required supporting as well as Forms as mentioned in CHECK LIST section) Packet-2 having viz., <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_XXXX.xls 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. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter. 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.
2. Bid Prices	<ol style="list-style-type: none"> The Financial Proposal/Commercial bid format as mentioned in Financial Proposal of Section IV is also provided as BOQ_XXXX.xls along with this tender document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this BOQ_XXXX.xls as it is and quote their offer/rates in 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 tempered/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.

	<ol style="list-style-type: none"> 2. The unit prices quoted by the L1 bidder in the above mentioned proforma will be used to calculate charges for the 'work orders' to engage consulting organisation for respective work, if any. 3. In the absence of the above information, as requested in Clause 2.1 Section II, a bid may be considered incomplete and summarily rejected.`` 4. 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.
3. Firm Prices	<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 separately mention all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in Financial Proposal of Section IV. Prices quoted in the Financial Proposal of Section IV and BOQ_XXXXX.xls should be same and in case of any deviation in BOQ_XXXXX.xls will be considered and UIDAI, at its discretion, may ask for clarification with respect to taxes, duties, fees, levies, works contract tax and other charges.
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 shall furnish, as part of its bid, a bid security of the amount mentioned in Clause 3 of Section I. 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 the Bid Document and shall be valid for 45 days beyond the validity of the Bid. 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. 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.
6. Period of Validity of Bids	<ol style="list-style-type: none"> 1. Bids shall remain valid for 180 days after the last date of submission of bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive. 2. In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of bid security provided under Clause 5 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

7. Format and Signing of Bid	<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 Power of Attorney or board resolution 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, 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 initialed 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.
8. Address for Correspondence	<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.
9. Opening of Bids by UIDAI	<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 will be rejected straight way. EMD and Tender Fee original instrument must be submitted to the address as mentioned in the Clause 2 (c) of Section I on or before the last date of submission of Bids as per Clause 2 (d) of Section I. 2. A duly constituted committee will evaluate bidders w.r.t. Eligibility Criteria. 3. Bids of only eligible and pre 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>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>

<p>Phase I: Evaluation of Pre-Qualification Bids</p>	<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> <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>Phase II: Evaluation of Technical Bids</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. Only pre-qualified responsive proposals shall be further taken up for technical evaluation. Evaluation of the technical proposal will be done and at this stage the financial bid (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 or if it fails to achieve the minimum technical score mentioned below.</p> <p>Criteria, sub-criteria, and point system for the Detailed Evaluation of Technical Proposals are:</p> <table><tr><th>SI No</th><th>Evaluation Criteria</th><th>Maximum Score (in Points)</th></tr><tr><td>A</td><td>Overall experience/Organizational Strength</td><td>90</td></tr><tr><td>A1</td><td>Average turnover from IT Consulting Services in India in the last three Financial Years (FY) – FY 13-14, FY 14-15, FY 15-16 100Cr - 150Cr - 5 Marks 150Cr - 200Cr - 8 Marks Above 200 Cr - 10 Marks</td><td>10</td></tr></table>	SI No	Evaluation Criteria	Maximum Score (in Points)	A	Overall experience/Organizational Strength	90	A1	Average turnover from IT Consulting Services in India in the last three Financial Years (FY) – FY 13-14, FY 14-15, FY 15-16 100Cr - 150Cr - 5 Marks 150Cr - 200Cr - 8 Marks Above 200 Cr - 10 Marks	10
SI No	Evaluation Criteria	Maximum Score (in Points)								
A	Overall experience/Organizational Strength	90								
A1	Average turnover from IT Consulting Services in India in the last three Financial Years (FY) – FY 13-14, FY 14-15, FY 15-16 100Cr - 150Cr - 5 Marks 150Cr - 200Cr - 8 Marks Above 200 Cr - 10 Marks	10								

	A2	<p>Previous experience in Consultancy for IT projects</p> <p>Bidder should demonstrate experience in consultancy for IT projects and provide four citations (each having value more than 5 crore) of completed IT consultancy/advisory assignments that they have completed during the last five years from the date of bid submission for the Central/ state / Other Govt organizations.</p> <p>Work order/contract + Proof of successful completion /Completion Certificate from the Client + citations should be furnished. Each project : 5 marks</p>	20
	A3	<p>Experience of large scale completed IT Consultancy assignments in India involving DPR, RFP, bid process management and project management in last 5 years from the date of bid submission.</p> <p>Each project should be of value more than 1 Cr and 3 marks shall be awarded for each project (max 5 projects).</p> <p>Work order/contract + Proof of successful completion /Completion Certificate from the Client + citations should be furnished.</p>	15
	A4	<p>Experience of completed consulting projects with Private organizations in India having more than <u>1000 cr turnover (in financial year 2016)</u>. Each project should be of value more than 50 lakhs and should be completed during last 5 years from the last date of bid submission. 3 marks shall be awarded for each distinct private organization (max 5 projects).</p> <p>Work order/contract + Proof of successful completion /Completion Certificate from the Client and citations + proof of turnover of client should be furnished</p>	15

	A5	Certifications (CMM I Level 5, ISO 27001)	10
		Score	
		CMM I Level 5	5
		ISO27001	5
		Copy of valid Certificates must be submitted	
	A6	Number of Full Time resources involved in Government IT / eGovernance consulting in India on the payroll of the bidding entity at the time of submission of bid	10
		Number of Full Time Consultants	Score
		<100	0
		100- 150	5
		>150 -200	8
		>200	10
		Certificate from Bidding firm HR head must be furnished as Proof.	
	B	Presentation	20
	B1	Detailed approach and methodology Bidders should provide approach and methodology for the governance of various resources proposed and managed by the bidder <ul style="list-style-type: none"> • Preparation of DPR, RFP and Bid Management • Monitoring, business continuity planning, evaluation & Impact assessment of the projects • Preparation of Roadmaps • Government process Re-engineering • Open API platform and solutions • Enterprise Architecture 	20
		Total (for A & B)	100

St = Total points obtained for the above criteria A and B

The minimum technical score St required to pass is **70** Points.

Bidder may be asked to present the technical proposal during the evaluation. Slots will be communicated to all the respective bidders for presentation for technical proposal. Presentation duration will be of 30 mins.

Proof of successful completion may include confirmation of last due payment from the client, document establishing Return of Performance Bank Guarantee submitted under the contract, Client web site clearly confirming completion of project or any other document clearly establishing successful completion of the project.

<p>Phase III: Evaluation of Commercial Bids</p>	<ol style="list-style-type: none"> 1. Financial proposals of only those companies who are technically qualified shall be opened publicly on the date and time communicated by the UIDAI. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. 2. Financial evaluation exclusion criterion <ol style="list-style-type: none"> a. The rates quoted should be as per industry standards for the educational qualifications and experience and as provided in section V. Financial proposal with nil or 'o' or no value against the Staff- month rate against any one or more resources under each category shall be considered incomplete and rejected. b. For any of the resource level as mentioned in FORM FIN-2 RESOURCE COSTS, bids, quoting zero or incredibly low rates compared to the industry prevalent rates, will be rejected. Commercial Bids with less than 70% cost of the average of sum of cost of staff man month cost for each resource at respective level, will be disqualified. For calculating the average cost of staff man month of resource at particular level, the cost quoted by all the bidders (as per column Man-Month Rate in INR ie with out weightage) except of the bidder for which the bid is being evaluated, shall be taken. For example for three bidders namely A B and C have quoted Rs 100, 120 and 50 respectively for the resources level – “MANAGEMENT PROFILE- Consultant with 6+ to 10 years of experience”. Commercial bid of bidder C is being evaluated. The average for the respective resource level shall be $(100+120)/2= 110$. Thus the average of quoted cost for all other bidder for the particular resource level is 110. The cost quoted by Rs 50, which is less than 70% of the average cost of Rs 110. Thus the commercial of the Bidder C shall be rejected. c. Conditional bids shall NOT be accepted and shall be rejected. d. The bids, found lacking in strict compliance to the commercial bid format shall be rejected. 3. Financial bids of the remaining bidders will be evaluated on the basis of total cumulative price (TCV). Only those financial proposals which have quoted unit rates for each of the 10 resource level under each category (Management /Functional Profile and Technology Profile) shall be considered for financial evaluation.
---	--

	<ol style="list-style-type: none"> Subject to compliance to Clause 2 and 3 above , amongst the qualified bidders, L1 agency shall be the one quoting least value of Total cumulative Value (TCV) in the Financial Bid. A list of L1, L2, L3.....and so on will be prepared. The formula for determining the financial score is the following: $\text{TCV} = \text{Sum of staff man month cost for all resource levels based on weightage ie sum of all quoted man month rate under management /functional profile and technical profile as per the financial bid format.}$ A panel of upto five vendors will be formed by giving successive opportunity to L2, L3, L4.... bidders to match the lowest unit rates finalized as above. If none of the bidders other than L1 bidder agree to match the L1 rates, there shall be only one vendor on panel. The highest commercial bidder (who has quoted highest price in commercial bid) shall not be offered to match the L1 rates ie shall be excluded from the process. However this would be applicable subject to minimum of three bidders available for empanelment with the purchaser.
11. UIDAI's Right to Vary Scope of Contract at the time of Award	<ol style="list-style-type: none"> The UIDAI may at any time during the period of empanelment contract, by a written order given to the Bidder, make changes within the general scope of the Contract. The UIDAI shall reserve the right, not to purchase all or partial services/resources quoted by the bidder in this bid.
12. UIDAI's Right to Accept Any Bid and to Reject Any or All Bids	<ol style="list-style-type: none"> 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.
13. Clarification	<ol style="list-style-type: none"> 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.
14. Notification of Empanelment	<ol style="list-style-type: none"> 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. The notification of Empanelment will constitute the formation of the Contract.

	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.								
15. Signing of Contract	<div>1. UIDAI will have a panel of upto five bidders for availing the services during the period of empanelment, which will be initially for four years. Depending on the project requirements, UIDAI may extend the period of empanelment for additional one year through mutual consent.</div> <div>2. At the same time as the UIDAI notifies the successful Bidder, through letter of empanelment, that its bid has been accepted, the UIDAI will send the Bidder the Empanelment Contract Form (Appendix A of Section VI provided in the Bid Document, incorporating all agreements between the parties).</div> <div>3. Within 15 days of receipt of the Empanelment Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.</div>								
16. Empanelment Security deposit	<div>1. Within 14 days of the receipt of letter of empanelment from the UIDAI, but before the signing of the contract, the successful Bidder shall furnish the Empanelment security deposit in accordance with the clause 1.11 Performance Security and Empanelment Security Deposit of Conditions of Contract as per prescribed format at Appendix B of Section VI.</div> <div>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.</div>								
17. Conditions for Pre-Qualification of Bidders	<div>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.</div> <table><tr><th>#</th><th>Parameter</th><th>Pre-qualification criteria Description</th><th>Evidence required</th></tr><tr><td>1.</td><td>Document</td><td>EMD and Tender Document Fee is submitted in original</td><td>Bank Guarantee for EMD and DD for tender document received</td></tr></table>	#	Parameter	Pre-qualification criteria Description	Evidence required	1.	Document	EMD and Tender Document Fee is submitted in original	Bank Guarantee for EMD and DD for tender document received
#	Parameter	Pre-qualification criteria Description	Evidence required						
1.	Document	EMD and Tender Document Fee is submitted in original	Bank Guarantee for EMD and DD for tender document received						

	2.	Legal Entity/Registration of Company	<p>Bidder should be</p> <ul style="list-style-type: none"> ▪ A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto. Or ▪ A partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India. ▪ Registered with the Service Tax Authorities ▪ Shall have been in operation in India for at least the last five years from the last date of Bid submission 	<p>a) Copy of Certificate of Incorporation</p> <p>b) Copy of Registration Certificates</p>
--	----	--------------------------------------	---	--

	3.	Micro, Small & Medium Enterprises	Micro and small Enterprises, as defined in MSE Procurement Policy issued by Department of MSME or are registered with Central Purchase Orgnaization or the concerned Ministry/Department, are exempted from submitting the earnest money deposit (EMD) subject to validity of their registration on the date of opening of tender.	Copy of valid certificate of MSME.
	4.	Blacklisting	The bidder should not be debarred or blacklisted from carrying out business with the UIDAI or the Ministry of Electronics & IT or the entire Central Government 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.	Undertaking to this effect on company's letter head signed by company's authorized signatory.

	5.	Turnover from consultancy	The bidder's average turnover from consultancy services in India should be Rs.200 crores or more in each of the last three financial years viz. 2013-14, 2014-15 and 2015-16.	<p>Audited Balance sheet of respective financial year is to be enclosed along with turnover certificate clearly mentioning the turnover from consultancy services.</p> <p>In case revenues from consulting activity are not separately mentioned, a Certificate from the bidder's statutory auditor/Company Secretary is required turnover from consultancy services from the respective years .</p>
	6.	Bidder Experience in India	The bidder should have completed at least 5 eGovernance consulting /IT consultancy project each of value more than 1 Crore with central or state Government organizations/ PSU's. Date of issue Work order of such project should not be later than 5 years from last date of bid submission.	Copy of Work Order/contract + proof of completion of the project/ Completion Certificate from the Client + Citation
	7.	Man power availability	The bidder should have at least 200 full time Consultants on its payroll for the past three years from last date of bid	Certificate from the HR head of the bidder.

			submission.	
	8.	Office Setup	The bidder should have local offices setup in Delhi / NCR	Undertaking with Office address
	9.	Letter of authorisation	Bidder should submit Authorization letter for the Authorized signatory	Power of attorney or Board resolution in the name of authorized signatory
Proof of successful completion may include confirmation of last due payment from the client, document establishing Return of Performance Bank Guarantee submitted under the contract, Client web site clearly confirming completion of project or any other document clearly establishing successful completion of the project.				
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.		

<p>19. Bidder Authorized signatory</p>	<ol style="list-style-type: none"> The individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as: <ol style="list-style-type: none"> Constituted attorney of the company.OR duly Authorized Representative of the company, <p>in which case he/she shall submit a certificate of authority as Power of Attorney or Board Resolution in 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 of attorney or Board resolution of the firm as 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>	<ol style="list-style-type: none"> 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. Any effort by a Bidder to influence the UIDAI's Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.
<p>21. Revelation of Prices</p>	<ol style="list-style-type: none"> 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.
<p>22. Local Conditions</p>	<ol style="list-style-type: none"> 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. 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. 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 empanelment 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	<ol style="list-style-type: none"> 1. At any time prior to the last time and date 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. 2. The amendment will be notified by UIDAI's and which will be binding on all bidders. 3. In order to provide prospective Bidders reasonable time in which 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	<ol style="list-style-type: none"> 1. If a Bidder could derive a competitive advantage from having provided services related to the assignment in question to UIDAI in Past, the Purchaser shall make available to all other Bidders together with this RFP relevant and non confidential information that would in that respect give such Bidder any competitive advantage over competing Bidders.
26. Fraud and Corruption	<ol style="list-style-type: none"> 1. 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: <ol style="list-style-type: none"> a) defines, for the purpose of this paragraph, the terms set forth below as follows: <ol style="list-style-type: none"> (i) "corrupt practice" means the offering, giving, receiving, or

	<p>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, noncompetitive 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 empanelment has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;</p> <p>c) The Bidders shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.</p>																		
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. Subcontracting and consortium	Any sub-bidders, contractors, sub contractors, joint-ventures, partnerships or consortiums shall not be allowed.																		
29. Clarification of Bid Document	<p>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 / word format as follows:</p> <table><tr><th colspan="6">Name of Bidder:</th></tr><tr><th>Sr. No</th><th>Section No.</th><th>Clause No.</th><th>Page number in Section</th><th>Existing Provision in the Clause</th><th>Clarification Sought</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Name of Bidder:						Sr. No	Section No.	Clause No.	Page number in Section	Existing Provision in the Clause	Clarification Sought						
Name of Bidder:																			
Sr. No	Section No.	Clause No.	Page number in Section	Existing Provision in the Clause	Clarification Sought														

	<p>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.</p>
<p>30. Confidentiality</p>	<p>Information relating to evaluation of Proposals, recommendations concerning empanelment 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 letter of empanelment. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.</p>
<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. 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 not encourage nor accept any responses from consortiums.</p>
<p>32. Proposal Format and Content</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 (f) using the attached Standard Forms</p>

	<p>(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 should indicate the names of Professional staff (key resources along with the roles) who participated, duration of the assignment, contract amount, and Bidder's involvement. Information should be provided only for those assignments for which the Bidder was legal entity contracted by the Purchaser as a corporation or as one of the major companies within a joint venture. Assignments completed by individual Professional staff working privately or through agencies cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience if so requested by the Purchaser.</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>(c) For the FTP, a description of the approach and methodology for performing the assignment under Form TECH-3 of Section IV.</p> <p>(d) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-5 of Section IV).</p>
32.2 Financial Proposal	<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.</p> <p>The bidders are hereby informed that resources engaged under the Empanelment from the empanelled agencies can be deployed at any office of UIDAI including its Head quarter at Delhi, Technology centre at Bangalore or Regional offices of UIDAI across the country. The bidder must make arrangements for efficient human resource management and administration of their staff during the 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 Government’s country, as they may be issued and in force from time to time.</p> <p>(b) “Bidder” means any private or public entity that will provide the Services to the Purchaser under the Contract.</p> <p>(c) “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>(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6 of Section III;</p> <p>(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1 of Section III.</p> <p>(f) “Foreign Currency” means any currency other than the currency of the Purchaser’s country.</p> <p>(g) “GC” means these General Conditions of Contract.</p> <p>(h) “Government” means the Government of the Purchaser’s country.</p> <p>(i) “Local Currency” means the currency of the Purchaser’s country.</p> <p>(j) “Empanelled Vendor” means the Bidder company empanelled under this contract / RFE.</p> <p>(k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.</p> <p>(l) “Party” means the Purchaser or the Bidder, as the case may be, and “Parties” means both of them.</p>
-------------------------------	---

	<p>(m) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>(n) “Services” means the work to be performed by the Bidder pursuant to this Contract under empanelment under this RFE.</p> <p>(p) “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.
1.5 Notices	<ol style="list-style-type: none"> Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Clause 2 of Section I. 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.
1.6 Location	The Services shall be performed at such locations as are specified in Clause 1.1 of section V or as the Purchaser may approve.
1.7 Authorized	Any action required or permitted to be taken, and any

Representatives	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.
1.8 Taxes and Duties	<ol style="list-style-type: none"> 1. The Bidder and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India. 2. The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges 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/Vendor.
1.9 Fraud and Corruption	<ol style="list-style-type: none"> 1. Definitions 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: <ol style="list-style-type: none"> (a) defines, for the purpose of this provision, the terms set forth below as follows: <ol 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, noncompetitive 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; 1. Measures to be taken by the Purchaser <ol 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, collusive or coercive

	<p>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>2. 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 of any of the Purchaser's Bidders, shall not be liable to Purchaser:</p> <p>a. For any indirect or consequential loss or damage; and;</p> <p>b. For any direct loss or damage that exceeds</p> <p>i. The Contract Value, or</p> <p>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> <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>

1.11 Performance Security Deposit	<ol style="list-style-type: none"> 1. Within 14 days after the issuance of Letter of Empanelment by the Purchaser to the Bidders, whose tender bid is accepted for empanelment, the successful Bidder shall furnish Performance Security Deposit of value Rs. 13,80,000/- (Twenty thirteen lakhs eighty thousands only) to the Purchaser, in the form of a bank guarantee from a scheduled bank. 2. The Performance Security Deposit should be valid till the entire term of the empanelment and for an additional period of 60 days after the completion of the term of empanelment. In case the duration of the empanelment is extended by UIDAI, the successful bidder will have to extend the Bank Guarantee by that period 3. The performance security deposit shall be released after completion of the empanelment term along with an additional 60 days.
1.12 Price Fall	<ol style="list-style-type: none"> 1. The prices charged for services provided under this contract by the Bidder shall in no event exceed the lowest price at which the Bidder sells Services or offers to sell Services of identical description to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract. 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, empanelled vendor shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced. 3. Prices shall remain firm and shall not be subject to any upward revision on any account except as provided in the contract throughout the currency of contract. The Purchaser, however, reserves the right to review and negotiate the charges payable for Services at the beginning of each year or at any time, whichever is earlier, to

	incorporate downward revisions as applicable and necessary.
1.13 "No Claim" Certificate	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.
1.14 Conflict of interest	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.

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, UIDAI vide written notice to the other Party, may declare this offer to sign the Contract and the for empanelment 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 UIDAI shall provide a brief to the agencies and invite technical proposals/ presentations or CV of the proposed resources as per UIDAI requirement or both, from the empanelled agencies for specific assignments. UIDAI reserves the right to award the work to any of the empanelled agencies, based on the merit of their technical proposal/ presentation and CV of the proposed consultants for a particular task. The Evaluation Committee will be the final authority for selection of the agency.</p> <p>b) The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement.</p> <p>c) Mere empanelment with UIDAI does not guarantee</p>

	<p>allocation of work.</p> <p>d) In case, UIDAI does not find the work of the agency up to its satisfaction, UIDAI reserves the right to get it done from any other agency/agencies for which the agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time.</p> <p>e) UIDAI will not be liable to make any payment or amount on account of conceptualization/designing/artwork etc. for the technical proposals/ presentations prepared by the agency but not selected. The agency should not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.</p> <p>f) In case, when the time period is too short for the technical proposals/ presentations or any other exigencies, the job may be entrusted to any of the empanelled agencies which UIDAI deems fit to meet the deadline.</p> <p>g) The empanelled vendor shall begin carrying out the Services within 15 days from the Work order/ purchase order. Penalty will be applied, if the vendor is not able to start within 15 days of the award of purchase order. The Purchaser shall without prejudice to its other remedies under the empanelment Contract, deduct a sum equivalent to 10% of the man day cost per resource for all the resources that were not deployed by the vendor for the period of non deployment from 16 day onwards including 16th day. If delayed for more than 10 days, the Purchaser may consider termination of the Purchase order. The recoverable amount will be adjusted from Performance Bank Gurantee.</p>
2.4 Expiration of Contract	<p>Unless terminated earlier pursuant to Clause 2.3 hereof, this empanelment Contract shall expire at the end of such time period as specified in Clause 2.11.</p>
2.5 Entire Agreement	<p>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.</p>

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	<p>a) For the purposes of this Contract, “Force Majeure” 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> <ol style="list-style-type: none"> i. any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Bidders or agents or employees, nor ii. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. <p>c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>

<p>2.7.2 No Breach of Contract</p>	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event</p> <ul style="list-style-type: none"> a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and b) has informed the other Party as soon as possible about the occurrence of such an event.
<p>2.7.3 Measures to be Taken</p>	<ul style="list-style-type: none"> a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 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. c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. d) 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 either: <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. 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.

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"> a) shall specify the nature of the failure, and b) 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> <ul style="list-style-type: none"> a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing. b) If the 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. 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. 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. 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

	<p>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 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 proposed to be deployed full-time on this engagement 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> <ol style="list-style-type: none"> 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 If the Vendor fails to perform any other obligation(s) under the contract.
2.9.2 Cessation of Rights and Obligations	<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> <ol style="list-style-type: none"> such rights and obligations as may have accrued on the date of termination or expiration, the obligation of confidentiality set forth in Clause 3.3 hereof, the Bidder’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause

	<p>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 of either Party to the other 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(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;</p> <p>b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (c) and (f) to (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.</p>
2.9.6 Disputes about Events of Termination	<p>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.</p>
2.10 Extension of Contract	<p>The contract may be extended for a period of one year as required by the Purchaser based on mutual agreement at the existing terms and conditions.</p>
2.11 Period of Contract	<p>The contract with Empanelled vendor shall be applicable initially for a period of 4 years (four years) from date of signing on contract. Further extension if any, will be as per clause 2.10. After 2 years of the contract the man month rate under all</p>

	categories shall be increased by 10%. Such increase shall be applicable for all deployed resources at the start of third year and payment shall be made on the basis of increased man month rate from such time even if the work order provided to the empanelled consultant refers to older rates.
--	---

3. OBLIGATIONS OF THE BIDDER

3.1 General	
3.1.1 Standard of Performance	The Empanelled Vendor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology 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 perform services as specified in Section V.
3.2.1 Bidders Not to Benefit from Commissions, Discounts, etc.	<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 and its agents 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 account of the "Purchaser".</p>
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	<p>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.</p>
3.4 Accounting, Inspection and Auditing	<p>The Bidder</p> <ul style="list-style-type: none"> a) shall keep accurate and systematic accounts and records in respect of the Services to be provided under the RFP/contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and b) with respect to such accounts and records related to this contract, shall periodically permit the “Purchaser” or its designated representative, during the contract period and up to a period of five years from expiration or termination of this Contract, to inspect the same and make copies thereof, as well as to have them audited by auditors appointed by the “Purchaser”, if so required by the "Purchaser" as the case may be
3.5 Bidder's Actions Requiring Purchaser's Prior Approval	<p>The empanelled vendor shall obtain the Purchaser's prior approval in writing before any change, replacement, withdrawal or addition to the Personnel listed and accepted by the bidder as part of team for any consulting assignment for which the vendor has been given the purchase order.</p>
3.6 Reporting Obligations	<ul style="list-style-type: none"> a) The empanelled vendor shall submit to the Purchaser the reports and documents, in the form, in the numbers and within the time periods as defined by UIDAI in the respective purchase order
3.7 Documents Prepared by the Bidder to be the Property of the Purchaser	<ul style="list-style-type: none"> a) All plans, drawings, specifications, designs, reports and other documents 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. 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

3.8 Equipment, Vehicles and Materials Furnished by the “Purchaser”	Equipment, vehicles and materials made available to the Bidder by the “Purchaser”, or purchased by the empanelled vendor 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 period as defined in the purchase order, the empanelled vendor 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.
3.9 Equipment and Materials Provided by the Bidders	Equipment or materials brought into the India by the empanelled vendor and the Personnel and used either for the Project or personal use shall remain the property of the empanelled vendor or the Personnel concerned, as applicable.
3.10 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 and all new ideas, inventions, innovations, or developments conceived, developed or made by Bidder or its consultants/employees (“Software Vendor Materials”) shall remain the property of the Bidder. 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>

4. Empanelled bidder Personnel

4.1 General	The empanelled vendor shall employ and provide qualified and experienced Personnel as are required to carry out the Services as detailed in the Scope of Work.
4.2 Deployment of Personnel	<p>a) The minimum qualification and experience of the proposed Personnel of Empanelled Vendor selected for an assignment shall be as per the requirement provided in the RFE or higher.</p> <p>b) The Empanelled Vendor shall deploy the Personnel within 15</p>

	<p>days of the issuance of purchase order/Work Order at the place of deployment as per the purchase order/Work Order.</p> <p>c) No TA/DA will be admissible for the first posting of a consultant from the empanelled vendor under each assignment.</p>
4.3 Approval of Personnel	<p>In respect of Personnel which the empanelled vendor proposes to use for carrying out of the Services as per the Purchase order under the empanelment contract, the empanelled vendor shall furnish details of the resources to be deployed for the consulting assignment. The personnel proposed by the empanelled vendors may be interviewed by a committee constituted by the purchaser before the award of Purchase order.</p>
4.4 Removal and/or Replacement of Personnel	<p>a) Except as the Purchaser may otherwise agree, no changes/ replacement shall be made in the approved Personnel during the period of consulting assignment under the purchase order. If, for any reason beyond the reasonable control of the empanelled vendor, such as separation from the Bidding firm, retirement, death, medical incapacity, among others, where it becomes necessary to replace any of the Key Personnel, the empanelled vendor shall provide a replacement of the resource of equivalent or better qualifications and experience.</p> <p>b) If the Purchaser finds that any of the Personnel during engagement with UIDAI 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, 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. <p>c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the previous person. Also:</p> <ul style="list-style-type: none"> (i) the Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

	<p>d) Any Personnel, proposed for replacement by the empanelled vendor during the currency of the consulting assignment under the contract, may be interviewed by the committee constituted for the purpose by UIDAI, for selection.</p> <p>e) In the event of any request from the Purchaser to replace a resource on reasonable ground of non performance or otherwise, the empanelled vendor would be required to deploy a replacement of the resource within 30 days from receipt of written/email request from UIDAI.</p> <p>f) Bidder shall also ensure that in case of replacement of any Personnel, knowledge transfer and its documentation is undertaken. There shall be a 7 working days overlapping period for such knowledge transfer activity. Any cost arising due to the same shall be entirely borne by the empanelled vendor</p>
--	--

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 i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made.
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	a) The total cost of the Services to be provided under the respective assignment payable to the empanelled vendor shall be derived on the basis of staff man month rates of L1 bidder and subsequent notification of UIDAI, for all the personnel and the time period as per the purchase order
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"> a) The Bidder shall submit the invoice for payment on a monthly basis. The payment shall be released as per Time and Material basis. b) The payment shall be made only after receipt of invoice in triplet, attendance record of Manpower deployed duly certified by authorized signatory of bidder and Certificate of attendance by the UIDAI reporting official for the respective resource, by the Bidder. c) In case of early termination of the contract, the payment shall be made to the Bidder as mentioned here with: <ol style="list-style-type: none"> i. Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Bidder shall provide the details of persons who have reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified by calculating the amount on pro-rata basis.
-----------------------------	---

7. GOOD FAITH

7.1 Good Faith	<p>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.</p>
7.2 Operation of the Contract	<p>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.</p>

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"> a. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days notice to refer the dispute to arbitration to the other Party in writing. b. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. c. The Arbitration proceedings shall be held in Delhi, India. d. The Arbitration proceeding shall be governed by the substantive laws of India. e. The proceedings of Arbitration shall be in English language. f. 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. g. 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

	<p>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>h. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.</p> <p>i. 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>j. 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>k. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.</p> <p>l. 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>m. 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>n. Continuation 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>
--	---

9. MISCELLANEOUS PROVISIONS

Miscellaneous Provisions	<ul style="list-style-type: none"> a. Nothing contained in enplanement Contract shall be construed as establishing or creating between the Parities, a relationship of master and servant or principal and agent. b. 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. c. 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. d. 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. e. 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. f. All claims regarding indemnity shall survive the termination or expiry of the Contract.
---------------------------------	--

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:

Deputy Director General, Technology (DDG),

Address:

Unique Identification Authority of India (UIDAI), Govt. of India (GoI),

3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001

Dear Sir:

We, the undersigned, offer to provide **Consultancy Services** in accordance with your Request for Empanelment 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 provide consultancy services related to the assignment as per the conditions of the RFE .

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	
Address of the Registered Office in NCR, if any	
Area of expertise with respect to this project	
Contact details (name, address, phone no. and email)	

Form A 2: Financial Information – Bidder			
	FY 2015-16	FY 2014-15	FY 2013-14
Revenue (in INR Crores)			
Profit Before Tax (in INR Crores)			
Revenue from Consulting Services (in INR Crores)			
Revenue from Consulting Services (in INR Crores)			
Other Relevant Information			

B – Bidder Company's Experience – Consulting Services

[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 consulting 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 as required in the form. Please provide citations as required by UIDAI. 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, Project Manager, Subject Matter Specialist):	
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 Team Composition and Task Assignments

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

To: Deputy Director General, Technology (DDG, Tech),
Address: Unique Identification Authority of India (UIDAI),
Govt. of India (GoI), 3rd Floor, Tower II,
Jeevan Bharati Building, Connaught Circus, New Delhi 110001

Dear Sir:

We, the undersigned, offer to provide **Consulting Services** in accordance with your Request for Empanelment 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 and the we are declared empanelled for providing the consulting services to UIDAI, we shall abide by the conditions of the RFE.

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 – Consulting Services

[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 as required in the form.)]

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, relevant experience and to deliver

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 Resource Costs on Time and Material Basis

[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: Deputy Director General (DDG),

Address: Unique Identification Authority of India (UIDAI),

3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi –
110001

Dear Sir:

We, the undersigned, offer to provide consulting 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 RESOURCE COSTS

(The form shall include the staff-rates for ALL the resources level during the entire duration of the project. Resources as per Section V)

COM FORM-2: SUMMARY OF COSTS OF RESOURCES- CONSULTANCY**TABLE 1 – MANAGEMENT / FUNCTIONAL PROFILE**

S. No.	Resource level	Man-Month Rate in INR.	Weight .50	Total
	(A)	(B)	(C)	(D=BxC)
1.	Consultant with less than 3 years of experience		0.08	
2.	Consultant with 3+ to 6 years of experience		0.12	
3.	Consultant with 6+ to 10 years of experience		0.11	
4.	Consultant with 10+ to 15 years of experience		0.10	
5.	Consultant with 15+ years of experience		0.09	
Total (T1) = Sum of Column (D) of Rows 1 to 5				

TABLE 2 – TECHNOLOGY PROFILE

S. No.	Resource level	Man-Month Rate in INR.	Weight .50	Total
	(A)	(B)	(C)	(D=BxC)
6.	Consultant with less than 3 years of experience		0.08	
7.	Consultant with 3+ to 6 years of experience		0.12	
8.	Consultant with 6+ to 10 years of experience		0.11	
9.	Consultant with 10+ to 15 years of experience		0.10	
10.	Consultant with 15+ years of experience		0.09	
Total (T2) = Sum of Column (D) of Rows 6 to 10				

Total Cumulative value (TCV) = T1+T2 (as quoted above) =INR _____
(In words INR_____)

TABLE 3 – SUMMARY OF COST

Sl.No.	TCV	Service Tax/GST in % age	Total per month Amount INR (A+B*A)
	(A)	(B)	(C)
1			

Notes

For consideration of their bids, bidders shall have to quote for all the above Resource categories;

Authorized Signatory (In full and Initials).....

Name and Title of Signatory:

Name of Firm

Address:

Location:Date:

For any of the resource categories, bids quoting zero or incredibly low rates compared to the industry prevalent rates will be rejected.

SECTION V - SCOPE OF WORK

1. Introduction	<p>This RFP aims to identify and engage an agency to provide consulting services for the UIDAI.</p> <p>The agencies envisioned to be working in collaboration with various UIDAI Team and is expected to work in close partnership with UIDAI. The nature of this relationship between UIDAI and Consulting agencies shall be based on Time & Material model.</p>
1.1 About UIDAI	<p>The Unique Identification Authority of India (UIDAI) was created by the Government of India as an as an attached office under erstwhile Planning Commission. Subsequently, vide gazette notification dated 12th July 2016, Govt. of India established, the Unique Identification Authority of India, to exercise the powers conferred on, and to perform the functions assigned to it under the Aadhaar Act 2016.</p> <p>The head office of the Authority is in New Delhi with regional offices at Bengaluru, Hyderabad, Lucknow, Guwahati, New Delhi, Ranchi, Mumbai and Chandigarh and offices for Central Identities Data Repository operations at Bengaluru and Manesar.</p> <p>The Authority is mandated to enroll the residents by capturing demographic and biometric details of the residents and providing Aadhaar numbers against each enrollment. Further, for the purpose of establishing identity of an individual as a condition for receipt of a subsidy, benefit or service for which the expenditure is incurred from, or the receipt there from forms part of, the Consolidated Fund of India, require that such individual undergo authentication, or furnish proof of possession of Aadhaar number or in the case of an individual to whom no Aadhaar number has been assigned, such individual makes an application for enrolment.</p> <p>For further details, The Aadhaar (Targeted Delivery of Financial And Other Subsidies Benefits And Services) Act, 2016 and regulations published on our website www.uidai.gov.in may be referred to.</p>

1.2 About Aadhaar	<p>Aadhaar is a 12-digit unique number which the Unique Identification Authority of India (UIDAI) has been issuing to the residents since 2010. As on January- 2017, more than 114 crore Aadhaar numbers have been issued; These numbers are stored in UIDAI's own data centers and linked to the basic demographics and biometric information – photograph, fingerprints and iris – of each individual. Thus, the residents can authenticate themselves against any of the modalities like biometrics (finger print / iris), demographics, OTP, or a combination of these.</p> <p>Aadhaar-based identification has following features:</p> <ul style="list-style-type: none"> a) Universality, which is ensured because Aadhaar is recognized and accepted across the country and across a number of service providers. b) Every resident can have only one Aadhaar number c) Every resident is entitled to the number. <p><i>Note: In all the documentation provided as part of this RFP, the terms UID, Unique ID and Aadhaar are used synonymously.</i></p>
1.3 Enrolment and Authentication Plan	<p>The Authority is mandated to undertake enrolment of all residents. In addition, all new born babies are to be enrolled for Aadhaar. The authority facilitates updating of demographic as well as biometric data. All children below 5 years of age are enrolled without biometrics and they have to necessarily update their biometrics after attaining 5 years of age. Similarly children after crossing 15 years of age have to once again update their biometrics.</p>
1.4 Ecosystem for Service Delivery	<p>For delivery of good quality CIDR services through both government and private sector entities, UIDAI needs to create and manage a large ecosystem of agencies.</p> <p>This ecosystem helps in enrollment of residents and in delivery of authentication services which helps Government and Private Enterprise deliver services to the Resident. Various stakeholders and their respective roles as per 'Aadhaar Act, 2016' are briefly stated below:</p> <ul style="list-style-type: none"> i. "Authentication" means the process by which the Aadhaar number along with demographic information or biometric information of an individual is submitted to the Central Identities Data Repository for its verification and such Repository verifies the correctness, or the lack thereof, on the basis of information available with it; ii. "Authority" means the Unique Identification Authority of India

	<p>established under sub-section (1) of section 11;</p> <p>iii. “Central Identities Data Repository” (CIDR) means a centralized database in one or more locations containing all Aadhaar number issued to Aadhaar number holders along with the corresponding demographic information and biometric information of such individuals and other information related thereto</p> <p>iv. “Enrolling agency” means an agency appointed by the Authority or a Registrar, as the case may be, for collecting demographic and biometric information of individuals under this Act;</p> <p>v. “Enrolment” means the process, as may be specified by regulations, to collect demographic and biometric information from individuals by the enrolling agencies for the purpose of issuing Aadhaar numbers to such individuals under this Act;</p> <p>vi. “Registrar” means any entity authorized or recognized by the Authority for the purpose of enrolling individuals under this Act;</p> <p>vii. “Regulations” means the regulations made by the Authority under this Act;</p> <p>viii. “Resident” means an individual who has resided in India for a period or periods amounting in all to one hundred and eighty-two days or more in the twelve months immediately preceding the date of application for enrolment;</p>
1.5 Managed Service Provider	<p>The authority has appointed a Managed Service Provider (“MSP”) to implement and manage the CIDR with the following broad roles and responsibilities:</p> <p>i. Installation, commission and manage the CIDR and undertakes data center operations for enrollment work, allotment of UID numbers and authentication.</p> <p>ii. Undertake the transition and transformation of the current UID program for meeting the infrastructure needs of growing volume of enrollments/ authentication.</p> <p>iii. Manage the existing contracts, SLAs and transition in a time-bound manner by maintaining the continuity of service level agreements.</p> <p>iv. Based on the macro level inputs from UIDAI on enrollment and authentication, undertake a modeling exercise by incorporating application level inputs and provision infrastructure augmentation and scaling of IT infrastructure.</p> <p>v. Provide recommendations to the UIDAI and Architecture Review Board for technology refresh, and periodic augmentation of IT</p>

	<p>systems.</p> <ul style="list-style-type: none"> vi. Assist the UIDAI agency in development of UIDAI ecosystems and undertakes development of third party applications for registrars or other stakeholders in the UIDAI ecosystem to reduce time to market. vii. Implement the recommendations of third party audits including system audit, security audit, network audit and SLA audit. viii. Manage the authentication part of the UIDAI program and additional system integrators or managed service providers for authentication services at program level. ix. Manage overall IT systems of CIDR and SLA and MIS reporting to the UIDAI agency. x. Manage the enhancement, development and maintenance of the current UID Application (“UID-APP”) by bringing out next level version releases. xi. Manage the IT systems and other requirements of regional offices
--	--

<p>2. Architecture</p>	<p>Aadhaar system is built purely as an “Identity Platform” that other applications, Government and private, can take advantage of. A sound strategy and a strong technology backbone enabled the program to be launched ahead of plan in September 2010 and reach the kind of scale that was never achieved in any biometric identity systems across the world. Within 6 years since launch, Aadhaar system has grown in capability and more than 1 billion Aadhaar numbers have been issued so far using the system.</p> <p>Entire technology architecture behind Aadhaar is based on principles of openness, linear scalability, strong security, and most importantly vendor neutrality. Aadhaar technology backbone is built using the following principles:</p> <p>Open architecture –Building Aadhaar system with true openness meant use of open standards to ensure interoperability; platform approach with open APIs to allow the ecosystem to build on top of Aadhaar APIs; vendor neutrality across the application components using open and standard interfaces; and identity system designed to work with any device, any form factor, and any network.</p> <p>Design for scale –Aadhaar system is expected issue more than 1.2 billion identities and will continue to grow as the resident population expands. Since every new enrolment requires biometric de-duplication across the entire system, every component needs to scale to very large</p>
-------------------------------	---

	<p>volumes.</p> <p>This meant that system must handle hundreds of millions of transactions across billions of records doing hundreds of trillions of biometric matches every day! In addition all online services such as Aadhaar authentication, e-KYC service, and update service must work with high availability and sub-second performance. Network and data center load balancing and multi-location distributed architecture for horizontal scale are critical to such massive scalability.</p> <p>Data Security –Security and privacy of data within Aadhaar system has been foundational. UIDAI has taken several measures to ensure security of Aadhaar number holder data from the time it is captured all the way to how it is stored within CIDR. Usage of 2048-bit PKI encryption and tamper detection using HMAC ensures no one can decrypt and misuse the data, even if they are in possession of enrolment packet. Aadhaar number holder data and raw biometrics is always kept encrypted even within UIDAI data centers. In addition, entire Business Intelligence (BI) sub-system anonymizes all PII to ensure resident personal data is protected across all system components.</p> <p>All application components are built using open source components and open standards. Aadhaar software currently runs across two of the data centers within India managed by UIDAI and handles 1 million enrolments/updates a day and at the peak doing about 1000 trillion biometric matches a day. Current system already has about 6.0 PB (6000 Terabytes) of raw data and continues grow as new enrolments come in. Aadhaar Authentication service is built to handle 100 million authentications a day across both the data centers in an active-active fashion to provide sub-second response time. Central to Aadhaar system is its biometric sub-system that performs de-duplication and authentication in an accurate way. Readers are encouraged to read the Aadhaar Technology Architecture Document and Aadhaar Product Document to get a complete understanding of Aadhaar system functionality and architecture.</p>
3. Overview of scope of work	<p>An indicative list of key domain areas under which the empanelled bidders would be expected to perform through their consultants with Management / functional or Technical profile . The consulting firms must have consultants experienced in various disciplines.</p> <p>The empanelled agencies shall assist the officials of UIDAI to implement various initiatives including conceptualization, development, design and implementation and rollout, monitoring and evaluation. The agency shall oversee project execution, manage implementation and deal with technology, process, external agencies/ vendors & change management related issues.</p>

3.1 Consultant's scope

Scope of work includes an indicative list of jobs which the empaneled agencies would be expected to perform through their consultants as given below. The agency shall provide techno-managerial skill set resources across various divisions of UIDAI. These resources will assist UIDAI to oversee project execution, manage implementation and deal with technology, quality improvement, information security, fraud, processes, and external agency management & change management related issues.

The following indicative activities to be performed by the resources of the empanelled organizations:

- 1) Provide assistance to UIDAI/Divisions in preparing Detailed Project Reports (DPR), project proposals for various UIDAI initiatives related to technology and its functions such as Enrolment and Authentication.
- 2) Assist in selecting/choosing the appropriate technology options for the envisaged projects.
- 3) Assist in the design, monitoring and operations of the technology projects/initiatives.
- 4) Assist in detailing key activities of the projects, finalizing the approach and methodology to be adopted and highlight the intended benefits and outcome of the projects.
- 5) Assist in co-ordination with various Ministries and department for Authentication, Enrollment and Aadhaar seeding/Financial inclusion (FI).
- 6) Assist in undertaking cost-benefit analysis amongst various technology and policy options etc.
- 7) Assist in budgeting and commercial estimation required for project implementation/roll out.
- 8) Provide assistance to UIDAI/Functional Divisions in Bid Process Management and selection of external Agencies.
- 9) Assist UIDAI/Functional Divisions in finalizing key areas of Scope of Work, Bid evaluation framework and criteria, service levels etc. during Tender preparation.
- 10) Assist UIDAI/Functional Divisions in coordinating and reviewing progress of ecosystem partners.
- 11) Assist UIDAI/Functional Divisions in identifying quality improvement across the operations.
- 12) Assist in monitoring and tracking progress of various project initiatives of the functional divisions, and will be required to prepare frameworks and templates and use standardized tools to assist in the implementation of the following key Program Management procedures:
 - a. Project Plan and Monitoring,
 - b. Information Management,
 - c. Handling day to day advisory operations,

	<p>d. Preparation of guidelines, policy documents, TORs etc., pertaining to the various activities across UIDAI and its Functional Divisions,</p> <p>e. Interaction & Follow-up actions with various Functional divisions (as and when required by the functional divisions) and any external Agencies/Ecosystem Partners,</p> <p>f. Preparation of periodic progress reports and MIS in an agreed format to be submitted to the Functional Divisions.</p> <p>g. Management (Viability, Costing and Monitoring).</p> <p>13) Any other related work as assigned by UIDAI</p>
--	---

4. Empanelment Profiles

UIDAI would like to empanel consultancy organizations to onboard resources to assist various functional divisions for variety of technology, process and project management requirements.

The indicative nature of work for each of the profiles is mentioned alongside.

S. No.	Consultant Profiles	Indicative Area of work
1	Management / Functional Profile	<ul style="list-style-type: none">• Preparation of Strategies/ Roadmaps / Guidelines / Frameworks• Project Management and Monitoring• Bid Process Management• Designing Procurement Policies• Application Quality Certification Support• Business Process Re-engineering/ Quality improvement• Contract Management• Application Roll out process management• Technology/Solution Roll out process management• Software licensing support• MoU / Contracting• Application Performance Audit• Technology Performance Audit• Project Evaluation/Impact assessment• Enrolment and Update, and related process• Authentication and related processes• Printing and Dispatch , and related processes

				<ul style="list-style-type: none"> • Customer Relationship Management(CRM) and related processes • Fraud management • Human Resource Management • Finance and Accounting Matters
		2	Technology Profile	<ul style="list-style-type: none"> • Software Solution Architecture • Data Centre Solutions • Biometric Solutions • Encryption Solutions • IT Network design • Database Architect including big data • Cyber Security Strategy and solutions design • Mobile solutions & technologies • Open API platform and solutions • Social Media Analytics and Integration • Technology Management (SRS/ FRS/ Technical management of e-Governance projects) • Application, Network and Data Centre Security Assessments
5. Candidate Selection Process	<ol style="list-style-type: none"> 1. For each consulting assignment under the empanelment, UIDAI shall constitute an evaluation committee for selection of the consulting agency. UIDAI may interview all proposed resources during the selection process. 2. If selected consulting agency is not able to fulfill specific roles in the contract, UIDAI will have the right to fulfill these roles from other empanelled consultants and place them as part of the team.. 3. Under no circumstances bidder shall be allowed to replace the proposed resource CV, without the permission of UIDAI, except in the circumstance where the resource is leaving the organization or death or medical reason. Bidder shall also not propose any resource who has resigned and is serving the notice period with the firm. 			

6. Experience and Qualification	<p>The different levels of associated manpower, defined on the basis of the number of years of work experience, are as below:</p> <ul style="list-style-type: none">• Consultant with less than 3 years of experience• Consultant with 3+ years of experience• Consultant with 6+ years of experience• Consultant with 10+ years of experience• Consultant with 15+ years of experience <p>Educational Qualifications:</p> <table><tr><th>S. No.</th><th>Consultant Profiles</th><th>Minimum Qualifications requirements for consultants</th></tr><tr><td>1</td><td>Management / Functional Profile</td><td><ul style="list-style-type: none">• Engineering Graduate / MCA/ Post Graduate with CA/CS/MBA</td></tr><tr><td>2</td><td>Technology Profile</td><td><ul style="list-style-type: none">• Engineering Graduate/MCA/Post Graduate with certification or specialization in domain areas</td></tr></table> <p>During the selection process among the empanelled firms for actual consulting assignments, the desired Qualifications of the resources shall be mentioned according to the work requirement.</p>	S. No.	Consultant Profiles	Minimum Qualifications requirements for consultants	1	Management / Functional Profile	<ul style="list-style-type: none">• Engineering Graduate / MCA/ Post Graduate with CA/CS/MBA	2	Technology Profile	<ul style="list-style-type: none">• Engineering Graduate/MCA/Post Graduate with certification or specialization in domain areas
S. No.	Consultant Profiles	Minimum Qualifications requirements for consultants								
1	Management / Functional Profile	<ul style="list-style-type: none">• Engineering Graduate / MCA/ Post Graduate with CA/CS/MBA								
2	Technology Profile	<ul style="list-style-type: none">• Engineering Graduate/MCA/Post Graduate with certification or specialization in domain areas								
7. Service level agreement and targets	<ol style="list-style-type: none">1. The Purchaser shall without prejudice to its other remedies under the empanelment Contract, deduct a sum equivalent to 10% of the man day cost per resource for all the resources that were not deployed by the vendor for the period of non deployment starting from 16 day onwards from the date of issuance of Purchase order/ Work order including 16th day. If deployment of resources is delayed for more than 10 days, without valid reason to the satisfaction of UIDAI, the Purchaser may consider termination of the Purchase order.2. The overall liquidated damages/ penalties will be maximum of 10% of the Contract Value. <p>Service conditions:</p> <ol style="list-style-type: none">1. 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.2. The resources can avail holidays as per UIDAI list of holidays.3. As and when necessary based on criticality of work, it is expected that team will work extra hours including weekdays or weekend in case of emergency.4. 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 on a pro-rata basis starting from the date of deployment of respective resource.									

	<p>However, the resources shall take prior permission from UIDAI for availing any leave.</p> <ol style="list-style-type: none"> 5. Purchaser shall not be billed for their leave period beyond 4 days in a quarter. Corresponding value calculated on the basis per day cost, for any additional leaves beyond 4 days in a quarter and 12 days in a year would be not paid by the purchaser. 6. For the purpose of calculation of penalty or any other deduction one month would be of 30 days.
--	---

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 in New Delhi or any other location as indicated by UIDAI, 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 letter of empanelment 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 rates 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.

TABLE 1 – MANAGEMENT/ FUNCTIONAL PROFILE

S. No.	Resource Category	Man-Month Rate in INR.	Taxes	Total
	(A)	(B)	(C)	(D=B+C)
1.	Consultant with less than 3 years of experience			
2.	Consultant with 3+ to 6 years of experience			
3.	Consultant with 6+ to 10 years of experience			
4.	Consultant with 10+ to 15 years of experience			
5.	Consultant with 15+ years of experience			

TABLE 2 – TECHNOLOGY PROFILE

S. No.	Resource Category	Man-Month Rate in INR.	Taxes	Total
	(A)	(B)	(C)	(D=B+C)
6.	Consultant with less than 3 years of experience			
7.	Consultant with 3+ to 6 years of experience			
8.	Consultant with 6+ to 10 years of experience			
9.	Consultant with 10+ to 15 years of experience			
10.	Consultant with 15+ years of experience			

5. 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

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

In the presence of:

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

Signed, sealed and delivered for and Unique Identification Authority of India

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

In the presence of:

Signature _____
 Name _____
 Designation _____
 Date _____
 Place New Delhi

Appendix B - PERFORMANCE SECURITY DEPOSIT/ 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
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus,
New Delhi-110001**

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology, Government of India, on behalf of the UIDAI acting through CEO, UIDAI, (hereinafter referred to as the '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 not withstanding 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 Rs. 13,80,000 (INR Thirteen Lakhs Eighty Thousands).
 - (2) This Bank Guarantee will be valid upto; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

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

WITNESS

<p>..... (Signature)</p> <p>..... (Name)</p> <p>..... (Official Address)</p>	<p>..... (Signature)</p> <p>..... (Name)</p> <p>..... (Designation with Bank Stamp)</p> <p>Attorney as per Power of Attorney No..... Dated.....</p>
--	---

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

3rd Floor, Tower II, 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 upto 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 Rs. (in words & figures).
 - (2) This Bank Guarantee will be valid upto; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

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

WITNESS

.....
(Signature)

.....
(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 :