

Unique Identification Authority of India (UIDAI)
Planning Commission, Government of India

REQUEST FOR PROPOSAL (RFP)

**“Hiring of Services for design and implementation of the GRC
Framework and providing Performance Assurance Services for
UIDAI”**

Section II- Instructions to Bidders

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Section II – Instructions to Bidders

1. Procedure for Submission of Bids

- 1.1 It is proposed to have a **Single Stage Three Cover Bid System** for this bid:
- (i) Pre-Qualification Bid (2 copies and 2 CDs) in one cover.
 - (ii) Technical Bid (2 copies and 2 CDs) in one cover.
 - (iii) Commercial Bid (2 copies and 2 CDs) in one cover.
- 1.2. Each copy of Pre-Qualification Bid, Technical Bid and Commercial Bid of the Bidder should be enclosed in separate sealed covers super scribing “Pre-Qualification Bid”, “Technical Bid” and “Commercial Bid” respectively. Each copy in each bid should also be marked as “Original” and “First copy”. Both the copies of each bid should be put in a single sealed cover super scribing “Pre-Qualification Bid”, “Technical Bid” and “Commercial Bid” as the case may be. **Please note that Prices should not be indicated in the Pre-Qualification Bid or Technical Bid (in neither hard copy nor in CD) and should only be indicated in the Commercial Bid.**
- 1.3. The cover containing two copies of Pre-Qualification Bid, Technical Bid and the cover containing two copies of Commercial Bid should be put in another single sealed cover clearly marked **“Appointment of ‘Governance, Risk, Compliance and Performance – Service Provider (GRCP-SP)’”**. This cover is to be super scribed with Bid Number, Due Date, Item and the wordings **“DO NOT OPEN BEFORE hrs IST of DD/MM/YYYY”**.
- 1.4. The cover thus prepared should also indicate clearly the name, address and telephone number of the Bidder, to enable the Bid to be returned unopened in case it is declared **"Late"**.
- 1.5. Each copy of the bid should be a complete document and should be bound as a volume. The document **should be page numbered and must contain the list of contents with page numbers**. Different copies must be bound separately.
- 1.6. **As part of the bid, Bidder should also provide the pre-qualification bid, technical and commercial bids in soft copy format, in the form of a non-re-writable Compact Disc (CD) as follows:**
- (i) Two CD-ROM disks each containing the Pre-Qualification Bid - The CDs containing pre-qualification bid should be sealed along with the hard copies of the respective bids. **The bidder is required to provide a searchable soft copy of the Pre-Qualification bid. Every page should be numbered. Soft**

copies of the proposal submission checklist and all forms from Pre-Qual Form – 1 to Pre-Qual Form – 4 should be in either MS-Word or MS-Excel format.

- (ii) Two CD-ROM disks each containing the Technical Bid - The CDs containing technical bid should be sealed along with the hard copies of the respective bids. **The bidder is required to provide a searchable soft copy of the Technical bid. Every page should be numbered. Soft copies of the proposal submission checklist and all forms from Tech 1 to Tech 10 should be in either MS-Word or MS-Excel format.**
- (iii) Two CD-ROM disks each containing the commercial bid - The CDs containing commercial bid should be sealed along with the hard copies of the respective commercial bids. **Soft copies of Commercial Bid should be only in Microsoft Excel format as provided by UIDAI. PDF documents shall not be acceptable.**
- (iv) All CDs submitted by the Bidder must be in sealed covers. The sealed covers as well as the CD media must be duly signed by the Bidder using a “Permanent Pen/Marker”, should be super scribed with “Pre-Qualification Bid”/”Technical Bid” / “Commercial Bid” (as the case may be) and should bear the name of the Bidder.
- (v) Bidder must ensure that the information furnished by him in the respective CDs are identical to that submitted by them in the original paper bid document. In case of any discrepancy observed by the Purchaser in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.
- (vi) **Bidder must ensure that Pre-Qualification Bid and Technical Bid in both hard copy and CDs do not contain any Commercial items / prices; failing which the Bid of the Bidder shall be rejected outright.**

2. Cost of Bids

- 2.1.** The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation and site visits for the purposes of clarification of the bids, if so desired by the Purchaser.

3. Contents of the Bid Document

- 3.1.** The Scope of Work, Bid procedures and Contract terms are prescribed in the Bid Document. The Bid Document includes:
 - a) **Section I** - Invitation for Bids

- b) **Section II** - Instructions to Bidders
 - c) **Section III** – Draft General Conditions of Contract
 - d) **Section III A** – Draft Service Level Agreements
 - e) **Section IV** - Contents of the Bid
 - Pre-Qualification Bid Forms
 - Technical Bid Forms
 - Commercial Bid Forms
 - f) **Section V** – Terms of Reference
- 3.2.** The Bidder is expected to examine all instructions, forms, terms & conditions, and scope of work in the Bid Document and furnish all information as stipulated therein.

4. Clarification on Bid Document

- 4.1.** A prospective Bidder requiring any clarification on the Bid Document may submit his queries, in writing, at the Purchaser's mailing address and as per schedule indicated in **Clause 5 of Section I. The number of queries per prospective bidder shall be limited to 20 queries.** The queries must be submitted in **Microsoft Excel** format provided below in a CD-ROM and send by email to gprc@uidai.gov.in. The template has been reproduced below.

S. No.	Vendor/ OEM name	Section No. & Part No. Section No.	Table of Contents :Section No.	Table of Contents: Subsection No.	Page No.	Clarification Sought	Remarks

- 4.2.** The Purchaser will respond in writing, to any request for clarification to queries (subject to a maximum of **25 queries per bidder**) on the Bid Document, received through email/post, during office hours of the Purchaser, not later than the dates prescribed by the Purchaser in **Section I, Clause 5(g)** of this bid document. Written copies of the Purchaser's response (including the query but without identifying the source of inquiry) will be sent to all the prospective Bidders who have received the Bid Documents.

5. Amendment of Bid Document

- 5.1. At any time prior to the last date for receipt of bids, the Purchaser, 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/ corrigendum/ addendum.
- 5.2. The amendment will be notified in writing or by fax or e-mail to all the prospective bidders who have received the Bid Document and will be binding on them.
- 5.3. In order to provide prospective Bidders reasonable time in which to take the amendment/ corrigendum/ addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Bids.
- 5.4. Purchaser may at any time during the bidding process request the Bidder(s) to submit revised Technical / Commercial Bids and/or Supplementary commercial bids without thereby incurring any liability to the affected Bidder or Bidders.

6. Language of Bids

- 6.1. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the Purchaser, shall be written in **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.

7. Documents Comprising the Bids

The bids prepared by the Bidder shall comprise of the following components:

- 7.1. Pre-Qualification Bid - The Technical Bid shall comprise of the following:
 - (i) Tender Document Fees as per **Clause 6 of Section I** and Bid Security as per **Clause 7 of Section I** of the prescribed amount with validity pursuant to Clause 13.
 - (ii) **A letter certifying the period of validity of Bids for 180 days from the date of opening of Pre-Qualification bids**
 - (iii) Notarized **Power of Attorney** executed by the **Bidder** in favor of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for the purpose of this Bid (**Refer Clause 11**)
 - (iv) Undertaking from the Bidder, confirming his **unconditional acceptance of full responsibility** for executing the 'Scope of Work' and meeting all obligations of this Bid.

- (v) Section IV - Contents of the Bid
- Pre-Qual 1: Bidder's Contact Information
 - Pre-Qual 2: Pre-Qualification Bid Letter
 - Pre-Qual 3: Written power of attorney of the bid signatory
 - Pre-Qual 4: Bidder Profile
 - Pre-Qual 5: Bidder's experience as required in the Pre-Qual Criteria

7.2. Technical Bid - The Technical Bid shall comprise of the following:

- (i) Section IV - Contents of the Bid
- Tech 1: Bidder's Contact Information
 - Tech 2: Technical Bid Letter
 - Tech 3: Bidder Profile and Experience
 - Tech 4: Description of Approach, Methodology and Work Plan
 - Tech 4.1 – Approach and Methodology
 - Tech 4.2 – Response to technical evaluation questions
 - Tech 4.3 – List of OEMs whose Goods/ Products is proposed
 - Tech 4.4 – Response to minimum technical specifications
 - Tech 4.5 - Filled up commercial bid format (without commercials):
Please note carefully that a blank copy of the commercial bid **(Section IV – Part 3)** should be **enclosed with the Technical Bid** with the **price column of the price bid format blanked out. A tick mark (✓) shall be provided against each item of this Price Quote in the Commercial bid.**
 - Tech 4.6 - Details of tools and products
 - Tech 5: Work Schedule
 - Tech 6: Proposed Personnel and CVs of Key Staff
 - Tech 7: Staffing Schedule
 - Tech 8: Details of Litigation (s)
 - Tech 9: Statement of Deviations from Terms of Reference
 - Tech 10: Statement of Deviations from RFP Terms and Conditions and Section III – Draft Conditions of Contract and Section III A – Service Level Agreements

7.3. Commercial Bid - The Commercial Bid shall comprise of the fully filled up **Section IV – Part 3: Commercial Bid Submission Form-Covering Letter and Section IV – Part 3: Commercial Bid Submission Form.**

8. Bid Prices

- 8.1. The Bidder shall indicate the prices in the proforma prescribed at **Section IV – Part 3: Commercial Bid Submission Form**.
- 8.2. The project shall consist of 2 phases:
- i. Design and Implementation Phase – Duration of this phase shall be 24 weeks from the date of contract signing and this phase shall end with the ‘Go-Live’ of the STARMC including Forensics Lab
 - ii. Operations Phase: Duration of this phase shall be 7 years from the Go-Live date
- 8.3. It is mandatory that Unit rates should be indicated, where requested, in the Tables as per the proforma prescribed at **Section IV – Part 3: Commercial Bid Submission Form**. The unit rates quoted in the above mentioned proforma shall be used to calculate the charges for ‘change orders’, if any. Procurement of items under “Change Order” shall not be a binding on the Purchaser, and may be exercised by the Purchaser if required, at any time during the contract period.
- 8.4. The prices quoted shall be inclusive of transportation charges and all other expenses including but not limited to those related with the visits of Bidder’s Personnel to various site(s) of the Purchaser.
- 8.5. The Total Bid Price “P” as given in **Section IV – Part 3 Commercial Bid Submission Form** shall be considered as the Contract Value for the purpose of evaluation of Commercial Bid.

9. Firm Prices

- 9.1. Prices quoted must be firm and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account, whatsoever. The Bidder shall, therefore, indicate the prices in **Section IV – Part 3: Commercial Bid Submission Forms** enclosed with the Commercial Bid. The Bid Prices shall be indicated in **Indian Rupees (INR)** only.
- 9.2. The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes (sales, service, etc.), duties (excise & customs, etc.), octroi, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. **It is mandatory that such charges wherever applicable/payable should to be indicated separately in Section IV – Part 3: Commercial Bid Submission**

Forms. However, should there be a downward or upward revision in the applicable taxes; the benefit of same will be passed on to the Purchaser or the selected Bidder as the case may be.

- 9.3. The Purchaser reserves the right to review and negotiate the price payable, with the selected Bidder, to incorporate downward revisions as applicable and necessary, at any time during the period of Contract.

10. Discount

- 10.1. The Bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any 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 best evaluated Bid, the Purchaser shall avail such discount at the time of award of contract.

11. Bidder's Representative/ Authorized Representative

- 11.1. The "Bidder" as used in the bid documents shall mean the one who has signed the Bid Forms. The Bidder may be either the **Principal Officer** or his duly **Authorized Representative**, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, as far as possible, be furnished and signed by the Authorized Representative and the Principal Officer.
- 11.2. It is further clarified that the individual signing the bid or other documents in connection with the bid must certify whether he/she signs as Constituted attorney of the firm. The authorization shall be indicated by **written power-of-attorney** accompanying the bid.
- 11.3. The power or authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid.

12. Bid Security

- 12.1. The Bidder shall furnish, as part of its bid, a bid security of the amount mentioned in **Clause 7 of Section I: Invitation to bid**.
- 12.2. The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to **Clause 12.7**.
- 12.3. The bid security shall be denominated in Indian Rupees, and shall be in the form of a bank guarantee issued by a Nationalized / Scheduled Bank, in the proforma

provided at **Appendix 1 of Section II** in the Bid Document and shall be valid for 45 days beyond the validity of the Bid.

- 12.4. Any bid not secured in accordance with **Clauses 12.1** and **12.3** will be rejected by the Purchaser as non-responsive.
- 12.5. Unsuccessful Bidder's bid security will be discharged/ returned as promptly as possible but not later than **30 days** after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to **Clause 13**.
- 12.6. The successful Bidder's bid security will be discharged upon the Bidder executing the Contract, pursuant to **Clause 34** and furnishing the performance security, pursuant to **Clause 36**.
- 12.7. The bid security may be forfeited:
 - 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;
 - i. to sign the Contract in accordance with **Clause 34**; or
 - ii. to furnish performance security in accordance with **Clause 36**.

13. Period of Validity of Bids

- 13.1. Bids shall remain valid for **180 days** after the date of opening of Pre-Qualification Bids as prescribed by the Purchaser.
- 13.2. The Purchaser may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax).

14. Format and Signing of Bid

- 14.1. The Bidder shall prepare two copies of each Bid, clearly marking each "Original" and "First Copy" as appropriate in accordance with **Clause 1**. In the event of any discrepancy between them, the original shall govern.
- 14.2. Both copies of each bid shall be typed or written in indelible ink. **Both copies of each bid** shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract in accordance with **Clause 11**. All pages of the bids, except for un-amended printed literature, shall be initialed and stamped by the person or persons signing the bids.
- 14.3. The bids 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.

- 14.4. The Bidder shall duly sign and seal its bids with the exact name of the firm/company to whom the Contract is to be issued in the event of selection.
- 14.5. The Bidder shall seal and mark both copies of each Bid strictly in accordance with **Clause 1**.
- 14.6. If the outer cover of the Bids is not sealed and marked as required by **Clause 1**, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 14.7. All documents as required in Section IV (Part 1, Part 2 and Part 3) should be signed in ink. Digital Signature may be used in Rest of the Documents

15. **Revelation of Prices**

- 15.1. Prices in any form or by any reason before opening of the Commercial Bids should not be revealed. If price change is envisaged due to any clarification, revised Bid in a separate sealed cover shall be submitted with prior written permission of the Purchaser.

16. **Terms and Conditions of Bidders**

- 16.1. Printed terms and conditions of the Bidders will not be considered as forming part of their Bids. In case the General terms and conditions of the Contract, as stipulated in Section III, applicable to this “Invitation to Bid” are not acceptable to any Bidder or Bidder has made certain assumptions, he should clearly specify deviations, assumptions in his Technical Bid as per **TECH 10 of Section IV – Part 2**.
- 16.2. Similarly, in case the System and Services being offered have deviations from the requirements/specifications laid down in this bid document in Section V of the RFP document or Bidder has made specific assumptions, the Bidder shall describe in what respects and to what extent the System and Services being offered differ/deviate from the requirements/specifications, even though the deviations may not be very material. Bidder must state categorically whether or not his offer conforms to the bid document requirements / specifications and indicate deviations, assumptions, if any, in his Technical Bid as per **TECH 9 of Section IV – Part 2**.

17. **Local Conditions**

- 17.1. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors at the respective purchaser locations, sites and offices of the Purchaser which would have any effect on the performance of the Contract and / or the cost.

- 17.2. The Bidder is expected to obtain for himself on his own responsibility all information that may be necessary for preparing the bids and entering into Contract. Obtaining such information shall be at Bidder's own cost.
- 17.3. Failure to obtain the information necessary for preparing the bids and/or failure to perform activities that may be necessary for designing an optimal solution before entering into Contract will in no way relieve the successful Bidder from performing any work in accordance with the Bid document.
- 17.4. 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 Bid document.
- 17.5. 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 whatsoever including those for financial adjustment to the Contract awarded under the bid document will be entertained by the Purchaser and that neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Purchaser on account of failure of the Bidder to appraise themselves of local laws and conditions.

18. Headings

- 18.1. The headings of conditions hereto shall not affect the construction thereof.

19. Last Date for Receipt of Bids

- 19.1. Bids will be received by the Purchaser at the address specified under **Clause 5(b) of Section I** not later than the time and date specified in **Clause 5(c) of Section I**. In the event of the specified date for the receipt of Bids being declared a holiday for the Purchaser, the Bids will be received upto the appointed time on the next working day.
- 19.2. The Purchaser may, at its discretion, extend the last date for the receipt of bids by amending the Bid Document in accordance with **Clause 5**, in which case all rights and obligations of the Purchaser and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

20. Late Bids

- 20.1. Any bid received by the Purchaser after the last date and time for receipt of bids prescribed by the Purchaser, pursuant to **Clause 5 of Section I**, **will be rejected and/or returned unopened to the Bidder.**

21. Modification and Withdrawal of Bids

- 21.1.** The Bidder may modify or withdraw its bids after the bids' submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the last date prescribed for receipt of bids.
- 21.2.** The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of **Clause 1**. A withdrawal notice may also be sent by fax but followed by a signed confirmation copy, post marked not later than the last date for receipt of bids.
- 21.3.** No bid may be altered / modified subsequent to the closing time and date for receipt of bids. Unsolicited correspondences from Bidders will not be considered.
- 21.4.** No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

22. Address for Correspondence

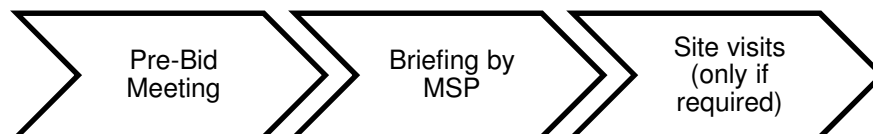
- 22.1.** The Bidder shall designate the official mailing address, place and fax number to which all correspondence shall be sent by the Purchaser.

23. Contacting the Purchaser

- 23.1.** Any effort by a Bidder to influence the Purchaser's bid evaluation, bid comparison or Contract award decisions may result in the rejection of the Bidder's bid.

24. Pre-Submission Activities

- 24.1.** Following pre-submission activities will be carried out by the Purchaser and bidders before the submission and evaluation of technical and commercial bids.



- 24.2. Managed Service Provider (MSP) Briefing:** Briefing by MSP will be conducted as per the timelines specified in **Clause 5 of Section I** after the release of RFP by the Purchaser. The objective of briefing by MSP will be to educate Bidders about the Purchaser's expectations, providing a brief overview of the overall scope of work of the MSP, detailed scope of work of MSP with respect to Information security, tools

deployed/ procured, setting up the SOC and NOC etc. and clarify any queries by the Bidders.

- 24.3. Pre-bid Meeting:** Pre bid meeting shall be conducted at New Delhi or Bengaluru by Purchaser to allow prospective bidders to ask questions and request clarifications. All prospective Bidders will be required to register (i.e., provide the name, position, company and contact details of their respective participants) for attending the pre bid meeting 5 (five) days before the date of Pre-bid meeting.

25. Pre-Qualification Criteria

- 25.1.** The Pre-Qualification response bids will be evaluated and shortlisted on the basis of prequalification criteria. The bidders should clearly indicate, giving explicit documentary evidence with respect to each criterion, in absence of which, the response would be rejected summarily at the pre-qualification stage. The Bidding entity (Single Bidder/ Prime Bidder in case of consortium) shall be referred to as 'Bidder'. The selected agency shall be referred to as 'GRCP-SP'.

- (i) GRCP-SP means Governance, Risk, Compliance and Performance Assurance–Service Provider
- (ii) GRCP work means the work of designing, implementing, testing, commissioning, operating, periodic assessment, 24*7 monitoring, forensics, fraud analytics and maintenance of governance, risk, and compliance framework w.r.t. information risk management and providing performance assurance services.

- 25.2.** The Bidding entity shall be a Company registered under the Indian Companies Act, 1956, having a registered office In India. A Single company or a Prime Bidder along with a consortium of companies (maximum of 3 consortium members including the Prime Bidder) registered in India are eligible to submit the bid for the project. In case of a Consortium, the Prime Bidder and shall be solely responsible to the UIDAI for discharging of all responsibilities related to the Bid finalization and for the implementation of the project, if selected as the GRCP-SP. The Prime Bidder should submit the bids on behalf of the Consortium.

In case of a Consortium, if any consortium partner does not have a registered office in India, the Consortium partner shall be required to open a registered office in India before award of contract. A company shall submit only one response to the RFP either on its own or as a prime bidder or as a consortium member. In case a bidder/ consortium partner is part of multiple bids, all the bids in which such company is part of either as a bidder or as a consortium member, shall be summarily rejected.

For the purpose of the RFP, the term “Bidder” shall mean a bidding entity

submitting the bid on its own (Single Bidder) or the Prime Bidder in case of a Consortium Bid.

25.3. The respondents will be pre-qualified on the basis of following prequalification criteria:

For the purpose herein below, if the contract value is in any other currency (other than INR), then the converted value in INR has to be given and the conversion rate as on date of signing/ issue of document shall be used.

Sr. No.	Description	Proof Required
1	The Bidder must be a reputed and experienced entity registered under the Indian Companies Act, 1956, operating in the field of GRCP and have a registered office in India for the last 5 years	Certificate of Registration in India. <i>In case any consortium, please refer Clause 25.2 and Clause 39.4 (i)</i>
2	The Bidder must have an average annual turnover of Rs. 400 Crore during the last 3 financial years ending 31st March, 2011. The turnover of the group companies of the bidder shall also be considered for evaluation.	Audited Balance Sheet/ P&L accounts for the last three financial years, 2008-09, 2009-10, and 2010-11 to be provided which clearly shows the turnover
3	The Bidder must have an average annual turnover of Rs. 75 Crores during the last 3 financial years ending 31st March, 2011 from work related to GRC including 24*7 security operations either from India or global operations.	Certificate from the statutory Company Auditors/ Company Secretary/ functional Director or MD of the respective organization on turnover from <i>work related to GRC including 24*7 security operations.</i>
4	The Bidder must have successfully completed: (i) Designed and implemented the GRC Framework in at least 2 projects , global or Indian experience, with a contract value of at least INR 5 Crore each, during the preceding 5 years, and	Copy of the Work Order / Completion Certificate / Letter of Acceptance from the client, duly signed by the representative of the purchaser's organization, citing the scope of work and contract value of work undertaken by the Bidder. In case the bidder is not able to submit the Work Order/

Sr. No.	Description	Proof Required
	<p>(ii) Designed, commissioned and operated at least One 24*7 Security Monitoring Center, global or Indian experience, with a contract value of at least INR 10 Crore, in the preceding 5 years</p> <p><i>(Projects implemented internally for the bidder's own use shall not be considered for evaluation)</i></p>	<p>Completion Certificate on reasons of Non-Disclosure/ Confidentiality Agreements with client, the bidder shall give the details of the scope of work, components implemented, locations, contract value etc. certified by MD/ CEO/ Functional Director. The verification of these details will be carried out by the Technical Evaluation Committee either by conference call, video conference or any other means as appropriate.</p>
5	<p>The Bidder must have at least 100 full time technically qualified personnel on its rolls in the area of Design and implementation of the GRC Framework, including in the areas of designing, implementing, testing, commissioning, operating, security related periodic assessment, 24*7 monitoring, forensics, fraud analytics and maintenance of governance, risk, and compliance framework as on March 31, 2012.</p>	<p>Certificate from the Company Auditors/ Company Secretary/ functional Director or MD on number of full time technically qualified personnel on its rolls in these areas.</p>
6	<p>The Bidder must have at least 50 professionals on its rolls having valid and relevant professional certifications as given below:</p> <ol style="list-style-type: none"> 1. CGRC-IT (Certified in IT Governance, Risk Compliance), 2. CIRM (Certified in Integrated Risk Management) 3. CISM (Certified Information Security Manager) 4. CISSP (Certified Information Systems Security Professional) 5. CISA (Certified Information Security 	<p>Certificate from the Company Auditors/ Company Secretary/ functional Director or MD on number of professionals having valid and relevant professional certifications (as given here)</p>

Sr. No.	Description	Proof Required
	<p>Auditor)</p> <p>6. CEH (Certified Ethical Hacker)</p> <p>7. CHFI (Certified Hacking Forensic Investigator)</p> <p>8. CBCP (Certified Business Continuity Professional)</p> <p>9. GREM (Reverse Engineering Malware Certification)</p> <p>10. GCIH (GIAC Certified Incident Handler)</p> <p>11. GPEN (GIAC Certified Penetration Tester)</p> <p>12. GWEB (GIAC Web Application Defender)</p> <p>13. GXPEN (GIAC Exploit Researcher and Advanced Penetration Tester)</p> <p>14. BS7799 Lead Auditor</p> <p>15. CRISC (Certified in Risk and Information Systems Control)</p> <p>16. CFS (Certified Fraud Specialists)</p> <p>17. CIPP/IT (Certified Information Privacy Professional/Information Technology)</p> <p>18. CCFE (Certified Computer Forensics Expert)</p> <p><i>Please give break-up of the number of professionals with each of the certifications cited above</i></p>	
7	The Bidder should not have been blacklisted by any Central / State government departments or PSUs for corrupt or fraudulent practices or for quality of services rendered.	Letter from the functional head stating that the bidder has not been blacklisted by Central/ State Government Departments or PSUs for corrupt or fraudulent practices or for quality of services rendered.
8	The Bidder should be a going concern and has not/ intends to apply for bankruptcy proceedings as per any applicable Indian law.	Certificate from a Company Auditor that the bidder is a going concern and has not/ intends to apply for bankruptcy proceedings

26. Opening of Pre-Qualification Bids by Purchaser

- 26.1.** Sealed **Pre-Qualification Bids** prepared in accordance with the procedures enumerated in RFP document along with the Bid Security & cost of RFP (Tender document fee) are required to be submitted to the UIDAI not later than the date and time laid down, at the address given in the **Clause 5 of Section I** of this Document.
- 26.2.** The RFP response envelopes of only those Respondents, whose EMD and Tender document fees are in order, shall be opened. The Purchaser will open the **Pre-Qualification Bids**, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in **Clause 5 of Section I** of this Document.
- 26.3.** The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security, Tender document fee and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the bid opening.

27. Evaluation of Pre-Qualification Bids**27.1. Preliminary Examination**

- (i) The Purchaser will examine the Bids to determine whether they are complete, whether Bid format conforms to Bid Document requirements, whether required Bid Security and Tender document fee has been furnished, whether documents have been properly signed, and whether Bids are generally in order.

27.2. Evaluation Process

- (i) The Pre-Qualification bids will be evaluated and shortlisted on the basis of prequalification criteria as given in Clause 25. The evaluation and short listing of respondents shall be paper-based. The bidders should clearly indicate, giving explicit documentary evidence (as required in Clause 25.3) with respect to each criterion, in absence of which, the response would be rejected summarily at the pre-qualification stage.
- (ii) UIDAI can at its sole discretion short list or reject any of the Pre-Qualification bids without assigning any reason whatsoever.
- (iii) For documents to be submitted for pre-qualification, refer to Clause 25.3 above & refer to “Section IV_Part 1_Pre-Qualification Submission Forms” for Pre-Qualification Bid Submission Forms which need to be submitted as part of the Pre-Qualification Bid.

- (iv) All the 8 points enumerated in the Pre-Qualification criteria as given in **Clause 25.3** are mandatory. Failure to meet even one of the above shall result into disqualification of the bidder.

27.3. All bidders shall be duly notified about the Pre-Qualification evaluation result. The Technical bids of only the Pre-Qualified bidders shall be opened. The Bid Security of the bidders who have not qualified shall be returned.

28. Opening of Technical Bids by Purchaser

28.1. The Purchaser will open the **Technical Bids**, in the presence of the representatives of the Bidders who choose to attend, at the time, date and place, as mentioned in **Clause 5 of Section I** of this Document.

29. Evaluation of Technical and Commercial Bids

29.1. The process for evaluation of the bids, proposed to be adopted by the Purchaser, is indicated under this clause. The purpose of this Clause is only to provide the Bidders an idea of the evaluation process that the Purchaser may adopt. However, the Purchaser reserves the right to modify the evaluation process at any time during the Bid process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

29.2. Preliminary Examination

- (i) The Purchaser will examine the Technical Bids to determine whether they are complete, whether the Bid format conforms to the Bid Document requirements, whether the documents have been properly signed, and whether the Bids are generally in order.
- (ii) The Purchaser may waive any informality or nonconformity or irregularity in a bid which does not constitute a material deviation according to the Purchaser, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29.3. Evaluation Methodology

The Evaluation Methodology proposed to be adopted by the Purchaser will be Quality cum Cost Based System (QCBS) method of evaluation where Technical Bid Score will get a weightage of 75% and Commercial Bid Score a weightage of 25%. The Bid, that obtains the highest Total Score (**T_s**) value, will be rated as the **Best Evaluated Bid**.

29.4. Evaluation Process:

The evaluation process shall comprise of the following stages.

- (i) **Stage 1: Technical Evaluation** comprising of Technical Bid Evaluation, Technical Presentation and Discussions with the key personnel proposed for the UIDAI Project in the Technical Bid
- (ii) **Stage 2: Commercial Evaluation**
- (iii) **Stage 3: QCBS Evaluation**

The details of evaluation procedure, under each of the above mentioned 3 stages, are given below:

- (i) Stage 1: Technical Evaluation

The Purchaser will evaluate Bidders on the basis of the Technical Bid submitted by them. Technical Presentation and Discussions with the key personnel proposed for the UIDAI Project in the Technical Bid. The objective of this step is to give bidders the opportunity to explain the proposed solution and enable the purchaser to gain more information about the bidders, their proposed solution and ascertain their manpower capabilities constituting the project team.

In this Stage, the Bidders will be Technically Qualified for further evaluation in subsequent stages, namely, Stage 2 and Stage 3 of the evaluation process.

Only those Bidders will be technically qualified who meet the following conditions:

- a) Achieve minimum qualifying technical score prescribed for each Section under the Table given in **“Section 1.2 - Evaluation of Technical Bid”**; and
- b) Achieve the Cut-off Technical Score of 75%

- (ii) Stage 2: Commercial Evaluation of Bids:

The commercial bids of only the Technically Qualified Bidders of Stage 1 shall be opened and considered for further evaluation.

- (iii) Stage 3: QCBS Evaluation

The technical and commercial scores of the shortlisted bidders shall be taken into consideration for the QCBS Evaluation.

29.5. Clarification

- (i) When deemed necessary, during the Bid Evaluation process, the Purchaser may seek clarifications or ask the Bidders to make Technical presentations on any aspect(s) from any or all the Bidders. However, that would not entitle the

Bidder(s) to change or cause any change in the substance of the bid submitted or price quoted.

29.6. Evaluation of Technical Bid

- (i) As part of the Technical Evaluation, in the first step, the Technical Bids will be examined to ascertain responsiveness of the Technical bids with the General Terms and Conditions of the Contract (**Section III**) and Technical Requirements & Scope of Work as defined in **Section V** in this RFP.
- (ii) In the second step, the Technical Evaluation of the responses of the Bidders will be evaluated, based on Technical criteria set in this Bid Document.
- (iii) **The Technical evaluation shall involve:**
 - a. Paper-based evaluation of the Technical Bids
 - b. Technical Presentation by Bidders
 - c. Technical discussions with the key personnel proposed for the UIDAI Project in the Technical Bid
- (iv) Based on the 'Evaluation Parameters' as tabulated below, the bidder's technical proposal shall be evaluated. For the purpose of detailed technical evaluation, technical marks shall be awarded based on the detailed evaluation criteria. The technical marks shall then be converted into Technical Score (S_T) in percentage. 50 Technical marks correspond to 1 Technical Score in percentage. Technical Score (S_T) in percentage shall be computed for each bid. It is mandatory for Bidders to secure minimum qualifying score of **50%**, under each of the Sections A to D, out of the maximum Technical Score mentioned against each Section as stated in the table below and secure an overall Technical Cut-off (minimum) Score of 75%, in order to be shortlisted as a **Technically Qualified Bidder (TQB)** and for further evaluation in subsequent stages, namely, Stage 2 and Stage 3 of the evaluation process:

Section	Evaluation Parameter	Technical Score in Percentage	Maximum Technical Marks for the Section	Minimum qualifying Technical Marks for the Section
A	Bidder's credentials, Consortium strength and Case Studies	20%	1000	500
B	Technical Approach and	45%	2250	1125



Section	Evaluation Parameter	Technical Score in Percentage	Maximum Technical Marks for the Section	Minimum qualifying Technical Marks for the Section
	Methodology			
C	Team constitution and staffing	30%	1500	750
D	Presentation & Interaction	5%	250	125
	Total Score	100%	5000	

The minimum qualifying Technical Cut-off Score required is 75% which corresponds to 3750 technical marks.

Case Studies to be evaluated as part of Clause 29.6 (iv) A above:

Bidder must provide following case studies for each of the areas below as part of its Technical Proposal:

Sl. No	Area	Credentials
1	Design and Implementation of the GRC Framework	One case study/project credential covering all the areas
2	Setting up and operating a 24*7 Security Monitoring Center	One case study/project credential covering all the areas
3	Setting up and operating a Forensic Lab	One case study/project credential
4	Fraud detection, fraud pattern analysis and fraud analytics	One case study/project credential

The Case studies shall cover the details as required in the Forms given in Tech 3.3 (a) to Tech 3.3 (d).

The detailed break up of evaluation scores for various sub-parameters under each of the **Sections A to D** indicated in the above Table, shall be as per the table below.

Section	Evaluation Parameter	Technical Score in Percentage	Maximum Technical Marks for the Section	Minimum qualifying Technical Marks for the Section
A	Bidder's credentials, Consortium strength and Case Studies	20%	1000	500
A1	Bidder's credentials	10	500	
A2	Bidder/ Consortium Strength and capability	5	250	
A3	Case Studies	5	250	
	Total Score Section A	20%	1000	500
B	Technical Approach and Methodology	45%	2250	1125
B1	Proposed GRCP Solution	25	1250	
	<i>Governance</i>	6	300	
	<i>Risk</i>	9	450	
	<i>Compliance</i>	7	350	
	<i>Performance</i>	3	150	
B2	Design and Architecture of STARMC and adequacy of tools to be deployed at STARMC, including Forensic Lab	13	650	
B3	Future direction of tools proposed by GRCP-SP for STARMC	2	100	
B4	Applicability and adequacy of the proposed 5 additional activities and deliverables in each of the areas of G,R,C and P that UIDAI would benefit from	2	100	

Section	Evaluation Parameter	Technical Score in Percentage	Maximum Technical Marks for the Section	Minimum qualifying Technical Marks for the Section
B5	Details of models to be used for Fraud detection, Risk Simulation and Resilience Trends	2	100	
B6	Reuse/ Investment protection of existing software assets of UIDAI	1	50	
	Total Score Section B	45%	2250	1125
C	Proposed Organization Structure, Team Constitution and Staffing	30%	1500	750
C1	Adequacy of proposed Organization Structure and Team Constitution	10	500	
C2	Key Personnel CV Evaluation	20	1000	
	Total Score Section C	30%	1500	750
D	Presentation & Interaction	5%	250	125
D1	Interaction with senior management and key members of proposed project team	3%	150	
D2	Overall compliance, quality of proposal, presentation and discussion	2%	100	
	Total Score Section D	5%	250	125
	Total Score (A+B+C+D)	100%	5000	

29.7. Opening of Commercial Bids

- (i) The Purchaser will open the Commercial Bids of **only Technically Qualified Bidders (TQB)**, in the presence of the representatives of the Technically Qualified Bidders who choose to attend, at the time, date and place, as decided by the Purchaser

29.8. Evaluation of Commercial Bids

- (i) The Commercial Bids shall be evaluated by the Purchaser for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures the amount in words shall prevail.
- (ii) In case price of any item is not quoted by a Bidder, the bid will be loaded by the highest price quoted in its own bid for that item. In case the price is not available in its own bid then the loaded price shall be the highest price quoted by any of the bidders for that item. Such item, for which the price has been loaded, shall be supplied free of cost by the bidder.
- (iii) The Bid Value shall be equal to the amount specified in “Section IV – Part 3: Commercial Bid Form – Summary Table” as Total Bid Price (“F”).
- (iv) The Total Bid Price, computed as above, shall be used by the Purchaser for the purpose of commercial evaluation of bids.
- (v) Based on the Evaluation Criteria mentioned in the following clause, a Commercial Bid score (S_F) in percentage shall be assigned to each Bid.
- (vi) Commercial Bid Score (S_F) in percentage for each Bid shall be computed as follows:
- $$S_F = 100\% \times (FL / F); \text{ Where:}$$
- F is the Total Bid Price quoted in the Bid under consideration
 - FL is the value of lowest Commercial Bid”

29.9. QCBS Evaluation

- (i) As stated above, the Evaluation Methodology proposed to be adopted by the Purchaser will be Quality cum Cost Based System (QCBS) method of evaluation where Technical Bid Score will get a weightage of 75% (denoted by T) and Commercial Bid Score a weightage of 25% (denoted by C).
- (ii) Description of variables used:
- S_T is the Technical Score for each Bid as calculated out of 100%
 - S_F is Total Commercial Score (normalized) for each Bid

- (iii) Bids will be ranked according to their combined Technical Score S_T and Financial Score S_F using the weights (T = the weight given to the Technical Bid; C = the weight given to the Commercial Bid; $T + C = 100\%$):

- (iv) **Total Score (T_s)** for each Bid shall be computed as follows:

$$T_s = S_T \times T\% + S_F \times C\%$$

The Bid, that obtains the highest Total Score (T_s) value, will be rated as the **Best Evaluated Bid**.

30. Post Qualification and Award Criteria

- 30.1 The Best Evaluated Bidder according to QCBS evaluation will be considered first for award of contract by the purchaser. The firm achieving the highest Total Score (T_s) will be invited for negotiations.
- 30.2 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 event; the Purchaser will proceed to the **next Best Evaluated Bidder** to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 30.3 The Purchaser will award the Contract to the successful Bidder whose bid has been determined as the Best Evaluated Bid as per the evaluation criteria defined in this Bid Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

31. Purchaser's Right to Vary Scope of Contract at the time of Award

- 31.1 The Purchaser may at any time, by a written order given to the Bidder, make changes within the quantities, specifications, services or scope of the Contract as specified.
- 31.2 If any such change causes an increase or decrease in the cost of, or the time required for the Bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Price or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the Bidder's receipt of the Purchaser's changed order.

32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

- 32.1** The Purchaser 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 Purchaser's action.
- 32.2** The Purchaser reserves the right to negotiate the commercials with the selected Bidder and seek revised commercial bid. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract. The financial negotiation shall not result in an increase in the price originally quoted by the Bidder, except upon a significant addition to scope of work/ quantities/ specification as given in **Clause 31** above.

33. Notification of Award

- 33.1** Prior to the expiration of the period of bid validity, pursuant to **Clause 13**, the Purchaser will notify the successful Bidder in writing by registered letter or by fax, to be confirmed in writing by registered letter, that its Bids have been accepted.
- 33.2** The notification of award will constitute the formation of the Contract.
- 33.3** Upon the successful Bidder's furnishing of performance security pursuant to **Clause 36**, the Purchaser may notify each unsuccessful Bidder and will discharge its bid security, pursuant to **Clause 12**.

34. Signing of Contract

- 34.1** At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form (**Attachment – 3 of Section III**) provided in the Bid Document, incorporating all agreements between the parties.
- 34.2** Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

35. Expected Start Date of the Project

- 35.1** The expected start date of the project is December 27, 2012.

36. Performance Security

- 36.1** Within 15 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the form of a Contract Performance Bank Guarantee as per the format prescribed at **Attachment 1 of Section III**.
- 36.2** The selected Bidder shall be required to furnish a Performance Bank Guarantee equivalent to 10% of the contract value rounded off to the nearest thousand Indian Rupees, in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favor of “PAO, UIDAI” and payable at New Delhi. The Performance Bank Guarantee shall have a validity of 60 days beyond the duration (currency) of the contract with 90 days claim period
- 36.3** Failure of the successful Bidder to comply with the requirement of Clause 33 or Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may award the Contract to the next best evaluated Bidder or call for new bids.

37. Confidentiality of the Document

- 37.1** This Bid Document is confidential and the Bidder shall ensure that anything contained in this Bid Document shall not be disclosed in any manner, whatsoever.

38. Bidder related conditions

- 38.1** The Bidder shall prepare the Bids based on details provided in the Bid documents. It must be clearly understood that the quantities, specifications and diagrams that are included in the Bid document are intended to give the Bidder an idea about the scope and magnitude of the work and are not in any way exhaustive and guaranteed by Purchaser.
- This clause is in the context of inputs being provided by UIDAI. The bidder is required to take these inputs and propose a detailed solution. The price is to be quoted, in the commercial bid formats given in the enclosed Amendments and Clarifications, for the detailed solution as proposed by the bidder.
- 38.2** The Bidder is expected to ensure that the solution proposed by him meets the conceptual design, performance requirements and other Bid requirements. Performing of any activity required to design an optimal solution shall be at Bidder's own cost.
- 38.3** The Bidder must propose a solution best suited to meet the requirements of the Purchaser. If, during the sizing of the solution, any upward revisions of the

specifications and/or quantity as given in this bid document, are required to be made to meet the conceptual design and/or requirements of Bid Document, all such changes shall be included in the Technical Bid and their commercial impact, thereof, included in the Commercial Bid.

- 38.4** If, during the sizing of the solution, any additional product that is not listed in the Bid document is required to be included to meet the conceptual design, performance requirements and other requirements of Bid document, all such product(s) should be included by the Bidder in the Technical Bid and their commercial impact, thereof, included in the Commercial Bid.
- 38.5** The Purchaser will in no case be responsible or liable for any costs associated with the design/sizing of the proposed solution, regardless of the conduct or outcome of the Bidding process.
- 38.6** If at any stage during the currency of the Contract, the solution proposed does not meet the conceptual design, performance requirements/SLA, and other requirements of Bid document, the Bidder shall revise the required specifications and/or quantities as proposed by the Bidder in his Bid in order to meet the said objectives/targets. All such provisions shall be made by the Bidder within the lump sum contract price, at no extra cost to the Purchaser and without any impact to the Purchaser whatsoever.

39. Consortium related conditions

- 39.1** The Prime Bidder, in case of consortium, should confirm unconditional acceptance of full responsibility for executing the 'Scope of Work' and meeting all obligations of this bid.
- 39.2** Sub-contracting is not allowed as part of this project, unless and until it is expressly permitted in writing by Purchaser.
- 39.3** Following points in the clause explain the key obligations of the GRCP-SP and the procedures to be adopted for consortium management.

39.4 Formation of consortium arrangements

- (i) The single bidder/ prime bidder in case of consortium should have a registered office in India. In the event that any one of the consortium members does not have a registered entity in India at the time of submission of the proposal, the Prime Bidder and the respective consortium member should submit an undertaking as part of the Technical Bid (as given in Annexure C of the Section IV_ Part 2_Technical Bid Submission Form) to open a registered office in India prior to award of the contract.

- (ii) The bidder shall disclose the name of all consortium arrangements entered to at the time of submission of the bid. All consortium elements should be clearly stated in the **Pre-Qualification Submission Form**. The Prime Bidder should submit the consortium agreement/ Memorandum of Understanding (MoU) signed by both the Prime Bidder and Consortium Partner as part of the Pre-Qualification Bid. Bids (Pre-Qualification Bid) submitted without the consortium agreement/ MoU (in case of consortium) signed by both Prime Bidder and Consortium member shall be rejected.
- (iii) The Pre-Qualification bid shall contain the copy of the consortium arrangements which should clearly state the scope of work, deliverables and staffing plan of the consortium partner.

40. Rejection Criteria

Besides other conditions and terms highlighted in the Bid document, Bids may be rejected under following circumstances:

40.1 Pre-Qualification Rejection Criteria

- (i) Bids received through Telex /Telegraph / Fax /Email
- (ii) Bids without Bid Security and/or Tender Document fee
- (iii) Bids which do not confirm unconditional validity of the Bid as prescribed in the Bid Document
- (iv) If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bid Process or makes misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- (v) Bidder exhibits a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- (vi) Bid that is not accompanied by required documentation as required for pre-qualification or is non-responsive to the terms and condition and stipulated herein or does not conform to the Submission Forms specified for Pre-Qualification Bid response.
- (vii) Any effort on the part of a Bidder to influence the Purchaser's bid evaluation, bid comparison or contract award decisions

- (viii) Bids received by the Purchaser after the **time and last date** set for receipt of bids prescribed by the Purchaser, pursuant to **Clause 5 of Section I** and **subsequent clarifications thereof**.
- (ix) Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.
- (x) Bids (in case of consortium) submitted without the Consortium Agreement/ MoU signed by both Prime Bidder and Consortium Partner.

40.2 Technical Rejection Criteria

- (i) Technical Bid containing commercial details.
- (ii) Revelation of Prices in any form or by any reason before opening the Commercial Bid
- (iii) Failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect.
- (iv) Bidders not quoting for the complete Scope of Work as indicated in the Bid documents, addendum (if any) and any subsequent information given to the Bidder.
- (v) If the bid does not confirm to the timelines indicated in the bid.
- (vi) Bidder's absence from Technical Proposal presentation
- (vii) Failure to adhere to the Submission Forms specified for Technical Bid response.
- (viii) Any indication of tampering/modification/deletion of the guidelines provided in Section IV – Part 2 – Tech 4.4 for minimum specifications of components/equipment/software to be supplied. Response to the requirements should be mandatorily provided in editable Microsoft Excel ONLY.

40.3 Commercial Rejection Criteria

- (i) Incomplete Price Bid
- (ii) Price Bids that do not conform to the Commercial bid format.
- (iii) The prices quoted by the Bidder do not include all statutory taxes and levies applicable.
- (iv) Commercial bids in any currency other than Indian Rupees
- (v) If there is an arithmetic discrepancy in the commercial bid calculations the purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.