RFP No.: A-11014/06/2011-Tech

UNIQUE IDENTIFICATION OF AUTHORITY OF INDIA
2nd Floor, Jeevan Bharati Building, Connaught Circus,
New Delhi

Request for Proposal for:
"Hiring of Manpower
Resources for the Software Development Team of
UIDAI at Delhi and Bangalore "

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Abbreviations

In this RFP, the following terms shall be interpreted as indicated

Term	Explanation
CV	Curriculum Vitae
DD	Demand Draft
INR	Indian National Rupees
RFP	Request For Proposal
UIDAI	Unique Identification Authority of India

Section I –Invitation of Request for Proposal

1. This Request for Proposal (RFP) is issued to the following seven Software Solution Providers (hereinafter referred to as **"the Bidder"**), who were Empanelled by the Unique Identification Authority of India (UIDAI (hereinafter referred to as **"the Purchaser'**) in the Tier I category, for **"Hiring of manpower resources for manning the Software Development Team of UIDAI at Delhi and Bangalore"**:

    (i)   M/s CMC Ltd
    (ii)   M/s Geodesic Ltd
    (iii) M/s Mahindra Satyam
    (iv)   M/s Mastek Ltd
    (v)   M/s MindTree Ltd
    (vi)   M/s Patni Computer Systems Ltd
    (vii) M/s Persistent System Ltd

2. The Bidders are advised to study this RFP document carefully. Submission of Proposal against this RFP shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications. Sealed offers prepared in accordance with the procedures enumerated in **Clause 1 of Section II** should be submitted at the address given in **Clause 5 (b)** of this Section.

3. The Proposal must be accompanied by a **EMD (Earnest Money Deposit)/ Bid Security** of **Rs.15, 00,000 (Rupees Fifteen Lakh only).**

4. **This RFP document is not transferable.**

5. **Schedule for this Request for Proposal**

    a)   Name of the Purchaser:

          The President of India acting through the Director General,
          Unique Identification Authority of India,
          Planning Commission,
          Government of India

    b)   Addressee and Address at which Proposal to be submitted:

          The Deputy Director General (Technology)
          Unique Identification Authority of India (UIDAI),
          Planning Commission, Govt. of India (GoI),
          3rd Floor, Tower II, Jeevan Bharati Building,
          Connaught Circus,
          New Delhi – 110001

    c)   Latest time and date for receipt of Proposal

          On or before 1500 hours of 26 Sept 2011

    d)   Place, Time and Date of opening of Proposals:

          Unique Identification Authority of India (UIDAI),

Planning Commission, Govt. of India (GoI),
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001

At 1600 hours of 26 Sep 2011

e)   Name of the contact person for any clarification:

Shri. B. B. Nanawati
Deputy Director General (Technology)
Unique Identification Authority of India (UIDAI),
Queries should be submitted via E-mail and followed by paper copy
in post.
E-mail nkpathak@uidai.gov.in

f)   Date till which the response to the RFP should be valid:

180 days from the date of opening of Proposals.

g)   Important dates :

The following table provides information regarding the important dates of this RFP process:

Activity	Date
Issue of RFP document	8th Sep 2011
Last date for submission of written queries for clarifications on RFP document	12th Sep 2011
Last date for reply to written queries of prospective Bidders	16th Sep 2011
Last date for submission of Proposal	26th Sep 2011
Opening of Proposals	26th Sep 2011

6.   RFP Document Fee

The Bidder is required to pay **Rs. 10,000/- (Rupees Ten Thousand Only)** towards RFP Document Fee, at the time of submission of the Proposal, in the form of a Bank Demand Draft/ Banker's Cheque **failing which the Proposal submitted by the Bidder shall not be entertained and shall be out rightly rejected.** The Bank Demand Draft/ Banker's Cheque **should be drawn** in favor of **"PAO, UIDAI"** and payable at **New Delhi. The RFP Document Fee is Non-Refundable.**

Note: The Purchaser shall not be responsible for non-receipt / no-delivery of the Proposal due to any reason whatsoever.

Section II – Instructions to Bidders

SECTION II - Instructions to Bidders

1.   Procedure for Submission of Bids

1.1.   It is proposed to have a **Single Cover System** for this RFP process.

    a) Technical Proposal   **(2 copies)** in one cover.

1.2.   Each copy of Technical Proposal of the Bidder should be put in separate sealed covers super scribing the wordings "Technical Proposal". Each copy should also be marked as **"Original**" and **"First copy"**. Both copies of the Technical Proposal should be put in a single sealed cover super scribing the wordings **"Technical Proposal"**. The cover containing Two copies of the Technical Proposal should be put in another single sealed cover(envelope) and this cover should be clearly marked **"Hiring of manpower resources for manning the Software Development Team of UIDAI at Delhi and Bangalore" and** super scribed with RFP Document Number, Due Date, and the wordings **"DO NOT OPEN BEFORE 16.00 hours on26**th** Sep 2011"**.

1.3.   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"**.

1.4.   Each copy of the Proposal should be a complete document and **should be bound** as a volume. **The document should be page numbered and appropriately flagged and contain the list of contents with page numbers. Different copies must be bound separately.** The deficiency in documentation **may result in the rejection of the Bid.**

1.5.   The Bidder should also provide two copies of the Technical Proposal in soft copy, in the form of a non-re-writeable CD (Compact Disc)/ DVD.

1.6.   **The CDs/ DVDs should be sealed along with each cover of hard copy of the Technical Proposal**. In case of any discrepancy in the contents of the documents, the information furnished on original paper document will prevail over the soft copy.

2.   Cost of RFP Document

2.1   The Bidder shall bear all costs associated with the preparation and submission of its Technical Proposal, including cost of presentation for the purposes of clarification of the Proposal, if so desired by the Purchaser. The Purchaser, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the RFP process.

3.   Contents of the Bid Document

3.1   The Schedule of Requirements, RFP procedures and Contract terms are prescribed in this RFP Document. In addition to **Section I –Request for Proposal**, the RFP Document includes:

    a) **Section II**   -   Instructions to Bidders;

    b) **Section III**   -   General Conditions of Contract;

    c) **Section IV**   -   Technical Proposal

    d) **Section V**   -   Schedule of Requirements

    e) **Section VI**   -   Appendices

                (i)   Proforma of Bank Guarantee for EMD (Earnest Money Deposit)/ Bid Security**(Appendix A)**

	(ii)	Contract Form **(Appendix B)**
	(iii)	Proforma of Bank Guarantee for Contract Performance Security **(Appendix C)**
	(iv)	List of Locations of UIDAI **(Appendix D)**

3.1 The Bidder is expected to examine all instructions, forms, general terms & conditions, and Schedule of requirements in the RFP Document. **Failure to furnish all information required by the RFP Document or submission of a Proposal not substantially responsive to the RFP Document in every respect will be at the Bidder's risk and may result in the rejection of the Proposal.**

4. Clarification on RFP Document

4.1 A prospective Bidder requiring any clarification of the RFP Document may notify the Purchaser in writing at the Purchaser's mailing address indicated in **Clause 5 (b) of Section I of this RFP Document.** The queries must also be submitted in **Microsoft Excel** in a CD/DVD in the following format:

Sr. No	Section No.	Clause No.	Page number in Section	Existing Provision in the Clause	Clarification Sought

4.2 The Purchaser will respond in writing, to any request for clarification of the Bid Document, received not later than the date prescribed by the Purchaser in **Section I, Clause 5(g)** of this RFP document. Written copies of the Purchaser's response **(including an explanation of the query but without identifying the source of inquiry)** will be sent to all prospective Bidders who have received the RFP Document. Purchaser's response to clarifications will also be uploaded on the Website of the Purchaser.

5. Amendment of RFP Document

5.1 At any time prior to the last time and 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 RFP Document by an amendment.

5.2 The amendment will be notified in writing or by fax or e-mail to all prospective Bidders who have received the RFP Document and will be binding on them.

5.3 In order to provide Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

6. Language of Bids

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

7. Documents Comprising the Proposal

7.1 The "**Section IV - Technical Proposal**" prepared by the Bidder shall comprise of the following:

7.1

1	Technical Proposal Particulars **(Technical Proposal Form 4.1)**
2	Technical Proposal Letter **(Technical Proposal Form 4.2)**
3	Bidder's Profile **(Technical Proposal Form 4.3)**
4	Resource List for UIDAI Headquarters, Delhi **(Technical Proposal Form 4.4)**
5	Resource List for UIDAI Technology Center, Bangalore **(Technical Proposal Form 4.5)**
6	Statement of Deviation(s) from RFP Terms and Conditions **(Technical Proposal Form 4.6)**
7	Statement of Deviation(s) from Schedule of Requirements **(Technical Proposal Form 4.7)**
8	Curriculum Vitae (CV) of the manpower resources **(Technical Proposal Form 4.8)**

8. Bidder Qualification

8.1 The "Bidder" as used in the Proposal documents shall mean the one who has signed the Proposal. The Bidder may be either the Constituted attorney of the company or 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 Constituted attorney of the company or the Principal Officer or his duly **Authorized Representative**.

8.2 It is further clarified that the individual signing the Technical Proposal or other documents in connection with the Technical Proposal must certify whether he/she signs as:

a) Constituted attorney of the company.
OR
b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company

8.3 The Bidder shall sign its Technical Proposal with the exact name of the Company to whom the Contract is to be issued. The Technical Proposal shall be duly signed and sealed by the Constituted attorney of the company or the Principal Officer or his duly **Authorized Representative**. The Technical Proposal shall be signed by the Constituted attorney of the company or the Principal Officer or his duly **Authorized Representative** executed under seal.

8.4 The Bidder shall clearly indicate its legal constitution and the person signing the Technical Proposal shall state his capacity and also source of his ability to bind the Bidder.

8.5 The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the Technical Proposal. The Purchaser may out rightly reject any Technical Proposal not supported by adequate proof of the signatory's authority.

9.   Earnest Money Deposit (EMD)/Bid Security

9.1   The Bidder shall furnish, as part of its Technical Proposal, **a bid security of the amount mentioned in Clause 3 of Section I of this RFP Document.**

9.2   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 9.7.**

9.3   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 A of Section VI of this RFP Document** and shall be valid **for 45 days beyond the validity of the Technical Proposal** prescribed in **Clause 5 (f) of Section I of this RFP Document**.

9.4   Bidders who are Government Departments and Central Public Sector Undertakings are exempted from furnishing of bid security. **Any Technical Proposal not secured in accordance with Clauses 9.1 and 9.3 will be rejected by the Purchaser as non-responsive.**

9.5   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 Technical Proposal's validity prescribed by the Purchaser, pursuant to **Clause 10.**

9.6   The successful Bidder's bid security will be discharged upon the Bidder executing the Contract, pursuant to **Clause 28** and furnishing the performance security, pursuant to **Clause 29.**

9.7   The bid security may be forfeited:

a)   if a Bidder withdraws its Technical Proposal during the period of Technical Proposal 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 28**;   or

ii.   to furnish performance security in accordance with **Clause 29**.

10.   Period of Validity of Bids

10.1   Bids shall remain valid for **180 days** after the date of opening of Technical Proposals prescribed by the Purchaser**. A Technical Proposal valid for a shorter period may be rejected by the Purchaser as non-responsive.**

10.2   In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax) or by e-mail. The validity of bid security provided under **Clause 9** shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

11.   Format and Signing of Bid

11.1   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.

11.2   The original and first copy of the bid shall be typed or written in indelible ink. **The original and first copy** shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract in accordance with **Clause 8**. **The authorization shall be indicated by written power-of-attorney accompanying the bid.** All pages of the bid, except for unamended printed literature, shall be initialed and stamped by the person or persons signing the bid.

11.3   The Technical Proposal 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.

12. Terms and Conditions of Bidders

12.1   Printed terms and conditions (General Conditions) of the Bidders will not be considered as forming part of their Technical Proposal. In case terms and conditions of the Contract applicable to this Request for Proposal are not acceptable to any Bidder, he should clearly specify deviation in his Technical Bid (**Annexe 4.6 of Section IV**).

12.2   Similarly in case the Services being offered have deviations from the specifications laid down in **Section V - Schedule of Requirements**, the Bidder shall describe in what respects and to what extent the Services being offered differ/deviate from the specifications, even though the deviations may not be very material.   The Bidder must state categorically whether or not his Technical Proposal conforms to RFP requirements as indicated in **Section V - Schedule of Requirements** and indicate deviations, if any, in his Technical Bid (**Annexe 4.7 of Section IV**)

13. Local Conditions

13.1.   It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract.

13.2.   The Bidder is expected to visit and examine the sites of the Purchaser's offices and its surroundings and obtain for themselves on their own responsibility all information that may be necessary for preparing the Technical Proposal and entering into contract. The cost for visiting the site shall be at Bidder's own cost.

13.3.   The Bidder and any of their personnel or agents / subcontractors will be granted permission by the UIDAI to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, their personnel and agents/ subcontractors from and against all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to life, property and other loss damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.

13.4.   Failure to visit the UIDAI office sites will in no way relieve the successful Bidder from furnishing any material or performing any work in accordance with the bidding documents.

13.5.   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 conditions

13.6.   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 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 / conditions

14. Headings

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

15. Sealing and Marking of Bids

15.1   The Bidders shall seal and mark the original and first copy of the Technical Proposal strictly in accordance with **Clause 1.**

15.2 **If the outer cover of the bid is not sealed and marked as required by Clause 1, the Purchaser will assume no responsibility for the Technical Proposal's misplacement or premature opening.**

16.   Last Date for Receipt of Bids

16.1   Bids will be received by the UIDAI at the address specified under **Clause 5(b) of Section I of this RFP Document** not later than the time and date specified in **Clause 5 (c) of Section I of this RFP Document**. In the event of the specified date for the receipt of Bids being declared a holiday for the Purchaser, the Technical Proposals will be received upto the appointed time on the next working day.

16.2   The Purchaser may, at its discretion, extend the last date for the receipt of Technical Proposals by amending the RFP Document in accordance with **Clause 5 (Section - II),** 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.

17.   Late Bids

17.1   Any bid received by the UIDAI after the last date and time for receipt of bids prescribed by the UIDAI, pursuant to **Clause 5 (c) Section I of this RFP Document**, **will be rejected and/or returned unopened to the Bidder.**

18.   Modification and Withdrawal of Bids

18.1.   The Bidder may modify or withdraw its Technical Proposal after the Proposal 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.

18.2.   The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and submitted in accordance with the provisions of **Clause 1**. A withdrawal notice may also be sent by fax or e-mail but followed by a signed confirmation copy, post marked not later than the last date for receipt of Proposals.

18.3.   No Proposal may be modified subsequent to the last date for receipt of Proposals.

18.4.   No Proposal may be withdrawn in the interval between the last date for receipt of Proposals and the expiry of the bid validity period specified by the Bidder in the Proposal. **Withdrawal of a Proposal during this interval may result in the Bidder's forfeiture of its bid security.**

19.   Address for Correspondence

19.1   The Bidder shall designate the official mailing address, place and fax number, in **Technical Proposal Form 4.1**, to which all correspondence shall be sent by the Purchaser.

20.   Opening of Bids by Purchaser

20.1   The Purchaser will open the Proposals, 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 RFP Document**.

20.2   The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the bid opening.

20.3   The Purchaser will prepare minutes of the bid opening.

21.   Clarifications

21.1   When deemed necessary, the Purchaser may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Technical Proposal submitted by the Bidder.

22.   Preliminary Examination

22.1   The Purchaser will examine the bids to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

22.2   A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

22.3   The UIDAI may waive any minor informality or nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

23.   Contacting the Purchaser

23.1   No Bidder shall contact the Purchaser on any matter relating to its Proposal, from the time of the Proposal opening to the time the Contract is awarded.

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

24.   Criteria for Evaluation of Proposals

24.1.   Technical Proposals of all Bidders will be opened and the Purchaser will subsequently carry out a detailed analysis. The Resource Lists, should be provided in the Resource List Format prescribed in **Technical Proposal Form 4.4 and 4.5, and should** contain the details of resource personnel offered and the names of the resources along with their detailed CVs. The information on the resources offered should be exhaustive so as to enable the Purchaser to check conformity to the requirements of qualifications, skill set and work experience as brought out in the **Annexure - Job Descriptions.**

24.2.   The evaluation will be done separately for each of the two locations of the Purchaser. The Bidder has the option to offer the resources for the Software Development Team of one or both the locations of the Purchaser.

24.3.   The evaluation of the Technical Proposals, in respect of the Team offered by the Bidder for Delhi and Bangalore Software Development Teams of the Purchaser, will be carried out separately for each location. The evaluation of the Technical Proposals will be carried out in two stages, namely,

> Stage 1:   Evaluation of each CV of the Team for respective location **(Maximum Score 70)**;
>
> Stage 2:   Interview/Test **(Maximum Score 30)** of each shortlisted Resource for the Team of respective location.

The Bidder's Team getting the highest total score for a location, will be selected for that particular location. **Bidders are required to clearly indicate the separate teams for each location.**

24.4. Evaluation Methodology for CV of Software Development teams

Evaluation Parameter	Evaluation Criteria	Maximum Score
1.Project Manager		
Educational Qualification	BE/B.Tech/ MCA with specialization in Computers	10
	Master's Degree in Computer Science, Business Administration or related field	5
Experience in Software Development Industry	10 years (In managing large software development projects)	15
	<10 years Pro-rata of maximum score of 15	
Relevant Professional Experience	Managing Development team of more than 20 Members	10
	6+ years of managing end-to-end development of enterprise class, high-performance Java/J2EE system with APIs, smart clients, auto-updates, etc	20
	Experience in managing Government project	5
Fitment		5
2.Technology lead/Senior Developer		
Educational Qualification	BE/ B.Tech/ MCA with specialization in Computers	10
	Master's Degree	5
Experience in Software Development Industry	3 years (In software development projects)	15
	<3 years Pro-rata of maximum score of 15	
Relevant Professional Experience	3 years of hands-on core Java, J2EE, Spring experience including design patterns used in high-end enterprise systems	10
	1. 2+ years in leading a small development team (3-5 people) 2. 3 years of RDBMS and SQL (My SQL/Oracle) 3. 2+ years experience in development environment (Ant, CVS/SVN, Apache Tomcat, Eclipse etc.) 4. 3 years hands-on experience in JSP/Servlet/ Struts/ XHTML/Javascript technologies on Apache+Tomcat environment 5. 2+ years of experience with XML	20
	Hands-on experience in Apache Hadoop stack (specifically HDFS, Hive, HBase, and Pig)	5
Fitment		5
3. Developer		
Educational Qualification	BE/ B.Tech/ MCA with specialization in Computers	15
Experience in Software Development Industry	1 year (In software development projects)	15
	<1 years and > 6 months	8
	<6 months	0

| Relevant Professional Experience | **For Software Engineer -JAVA:**
1. 1 years of hands-on core Java, J2EE, Spring experience including design patterns used in high-end enterprise systems
2. 1 years of hands-on experience in enterprise Java development
3. 6+ months of hands-on experience in RDBMS and SQL, preferably MySQL
4. 1 years hands-on knowledge of Linux
5. 6+ months experience in development environment tools (Ant, CVS/SVN, Apache Tomcat, Eclipse, etc.)
6. 1 year hands-on experience in JSP/Servlet /XHTML/Javascript technologies
7. 1 year hands-on experience in XML
For Software Engineer .NET:
1. 1 years of hands-on development experience in .NET
2. 6+ months of hands-on experience in RDBMS and SQL, preferably MySQL
3. 6+ months hands-on experience in ASP /XHTML
4. 1 year hands-on experience in XML | 35 |
| **Fitment** | | 5 |

4. Technology lead/Senior Developer (Quality and Testing)

Educational Qualification	BE/B.Tech /MCA with specialization in Computers	15
Experience in Software Development Industry	3 year (In software development projects)	15
	<3 years and > 1 year	8
	<1 year	0
Relevant Professional Experience	1. 2+ years software product testing or software development experience 2. Hands-on experience in test-ware development with strong experience in automated and regression testing 3. Software engineering fundamentals including Design, Implementation, Documentation and Testing	35
Fitment		5

5. Technology lead/Senior Developer (Technical Document Writing)

Educational Qualification	BE/B.Tech /MCA with specialization in Computers	15
Experience in Software Development Industry	3 year (In technical document writing for software development projects)	15
	<3 years and > 1 year	8
	< 1 year	0
Relevant Professional Experience	1. 2+ years of experience with software product or project documentation using desktop publications software packages. 2. Demonstrable experience in technical writing	35
Fitment		5

24.5.   The CVs of the resources, who have been offered, will be reviewed to determine whether the resources offered satisfy the minimum criteria prescribed for education and professional qualifications. Thereafter, only such candidates who are found to possess the requisite professional and educational qualification prescribed for that category will be interviewed and/or tested by a Selection Board constituted by the Purchaser for this purpose. Each resource offered will be assigned a score upon 100 marks.

24.6.   It should be noted by the Bidders that the Purchaser shall have the discretion to fix the minimum benchmark marks for each of the categories while evaluating the resources offered by the Bidders. Candidates who do not measure up to the benchmark set by the Purchaser will not be considered any further. The Bidders may also note that substantial weightage (70%) has been given to the merit of the resource offered. This has been done because of the Purchaser's requirement of resources with the highest level of skill set and competence.

24.7.   The Resource List will be reviewed for compliance with the necessary Instructions, Terms and Conditions, Schedule of Requirements, Formats etc. as outlined under this RFP.

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

25.1   The Purchaser may at any time, by a written order given to the Bidder pursuant to **Clause 15 of Section III – General Conditions of Contract of this RFP Document**, make changes within the general scope of the Contract.

25.2   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 delivery 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.

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

26.1   The UIDAI reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Purchaser's action.

27.   Notification of Award

27.1   Prior to the expiration of the period of bid validity, 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 bid has been accepted.

27.2   The notification of award will constitute the formation of the Contract.

27.3   Upon the successful Bidder's furnishing of performance security pursuant to **Clause 29,** the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to **Clause 9.**

28. Signing of Contract

28.1 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 (**Appendix B of Section VI**) provided in the Bid Document, incorporating all agreements between the parties.

28.2 Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the Purchaser.

29. Performance Security

29.1 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 Contract Performance Guarantee Bond prescribed at **Appendix C of Section VI.**

29.2 Failure of the successful Bidder to comply with the requirement of **Clause 28 or Clause 29** 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 lowest evaluated Bidder or call for new bids.

30. Confidentiality of the Document

30.1 This Bid Document 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, whatsoever.

31. Technical Rejection Criteria

31.1 The following vital technical conditions should be strictly complied with failing which the Proposal will be rejected:

(i) Only the Bidders, who submit their proposals in the **Technical Proposal Forms 4.1 to 4.8,** as prescribed in this RFP Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. **Incomplete bids will be rejected outright.**

(ii) The Bidder shall be deemed to have complied with all clauses in the RFP document under all the sections of the RFP document, including the Criteria for Evaluation of Proposals, Schedule of Requirements, and General Terms and Conditions of Contract unless otherwise stated in the deviation statement. Evaluation will be carried out on the information available in the Proposal of the Bidder.

(iii) If the information provided by the Bidder is found to be incorrect/ misleading at any stage / time during the RFP Process.

Section III – General Terms and Conditions of the Contract

1. Definitions

1.1. In this RFP, the following terms shall be interpreted as indicated:

1.1.1. The **"Agreement"** means the Agreement entered into between the Purchaser and the Bidder for **"Hiring of manpower resources for manning the Software Development Team of UIDAI at Delhi/ Bangalore"**, as notified in the form of an Award by the Purchaser on completion of the RFP Process.

1.1.2. **"The Purchaser"** means the President of India acting through the Director General, Unique Identification Authority of India, Planning Commission, Government of India.

1.1.3. **"The Bidder"** means the Agency who has been empanelled by the Purchaser as Software Solution Provider in Tier 1 Category and who responds to this RFP document, by submitting the Proposal as per the terms of the RFP document,

1.1.4. **"Software Solution Provider"** means the selected Bidder who has been selected by the Purchaser to provide **manpower resources for manning the Software Development Team of the Purchaser at Delhi/ Bangalore.**

1.1.5. The **'Contract"** means the agreement entered into between the Purchaser and the Bidder, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

1.1.6. **"Services"** means the Technical Manpower to be provided by the Software Solution Provider to the Purchaser at Delhi/ Bangalore.

1.1.7. **"Day"** means a working day.

1.1.8. **"Intellectual Property Rights"** means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Agreement.

2. Use of Agreement Documents and Information

2.1. The Software Solution Provider shall not, without the Purchaser's prior written consent, disclose the Agreement, or any provision thereof, or any specification, plan, report, findings, data or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Software Solution Provider in performance of the services under this Contract.

2.2. The Software Solution Provider shall not, without the Purchaser's prior written consent, disclose any documents including (soft and hard copies), plan, report, findings, data, plans, specifications, process definitions/details and copies,

thereof furnished by the Purchaser as well as all deliverables (hard and soft copies) including but not being limited to methodologies, frameworks, models, plans, process documentation, program specifications etc. to any person other than a person employed by the Software Solution Provider in performance of the services under this Contract.

3.   Intellectual Property Rights

3.1.   The Purchaser shall own and have a right in perpetuity to use all Intellectual Property Rights which have arisen out of or in connection with the implementation of this Contract, including all processes and products which have been developed by the Software Solution Provider during the performance of Services and for the purposes of inter-alia use or sub-license of such Services under this Contract. The Software Solution Provider undertakes to disclose all Intellectual Property Rights arising out of or in connection with the performance of the Services to the Purchaser and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of the Purchaser.

3.2.   The intellectual property rights in 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 Software Solution Provider prior to this Agreement and all new ideas, inventions, innovations, or developments conceived, developed or made by Software Solution Provider or its consultants/employees ("Software Solution Provider Materials") shall remain the sole and absolute property of Software Solution Provider.

3.3.   Software Solution Provider grants Purchaser an exclusive, transferable, worldwide, perpetual, irrevocable, license to use the Software Solution Provider Materials to the extent the same have been incorporated in the deliverables or are required for the use of deliverables in terms of this Agreement.

3.4.   All Intellectual Property Rights under this Agreement, or Contract will be considered "work made for hire" and belong exclusively to the Purchaser. The Purchaser shall at all times retain all rights, title and interest in and to any and Intellectual Property Rights. It is hereby expressly clarified that the Software Solution Provider shall have no rights, title or interest in or to such Intellectual Property Rights for any purpose, except the right to use, modify, enhance and operate such designs, programs, modifications in order to perform services hereunder for the purpose of and during term of the Agreement/ Contract with the Purchaser (as the case may be), and as may be expressly set forth herein or in a separate written agreement executed between the parties. The Software Solution Provider shall not use such Intellectual Property for any other purpose during and after the term of the Contract.

3.5.   In relation to any inventions, discoveries or other Intellectual Property Rights, the Software Solution Provider shall:

a.   make full and complete disclosure to the Purchaser, including any and all information in the Software Solution Provider's possession relating to their patentability (if any); and

b.   execute patent applications (if any) and other instruments considered necessary or desirable by the Purchaser or required by statute to apply for and obtain Letters, Patents or any similar documents covering such inventions, discoveries or innovations, and will cooperate with and assist

the Purchaser in any proceedings necessary to obtain and/or enforce such patents and/or other applicable Intellectual Property Rights; and

    c.   assign and execute any other documents or instruments necessary to convey to the

3.6.   Notwithstanding anything to the contrary contained herein, the Software Solution Provider shall ensure that while it uses any software, hardware, processes or material in the course of performing the Services, it does not infringe the Intellectual Property Rights of any person/ third party and the Software Solution Provider shall keep the Purchaser indemnified against all costs, expenses and liabilities howsoever, arising out any illegal or unauthorized use (piracy) or in connection with any claim or proceedings relating to any breach or violation of any permission/ license terms or infringement of any Intellectual Property Rights by the Software Solution Provider during the course of performance of the Services.

4. Accident or Injury to personnel provided by the Software Solution Provider to the Purchaser

4.1.   The Purchaser shall not be liable for or in respect of any damages or compensation payable to any personnel provided by the Software Solution Provider. The Software Solution Provider 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 Purchaser's personnel or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Software Solution Provider.

5. Dispute Resolution

5.1.   The Software Solution Provider and the Purchaser shall make every effort to resolve amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the Agreement.

5.2.   Any dispute or difference whatsoever arising between the parties (the Purchaser and the Software Solution Provider) to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the validity of the breach thereof, which cannot be resolved through the process specified in **Clause 5.1** above shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996, and any subsequent amendments thereon.

5.3.   If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Software Solution Provider have been unable to resolve amicably the Agreement/ Contract dispute, the dispute shall be referred to the Purchaser for resolution. If, after thirty (30) days from the commencement of such reference, the Purchaser has been unable to resolve amicably a Contract dispute between the Purchaser and the Software Solution Provider, either party may require that the dispute be referred to the Management Committee comprising of Senior Officials from the Purchaser and the Software Solution Provider.

5.4.   Any dispute or difference whatsoever arising between the Purchaser and the Software Solution Provider to the Contract out of or relating to the construction,

meaning, scope, operation or effect of the Contract or the validity of the breach thereof, which cannot be resolved through the process specified in **Clause 5.1, 5.2 and 5.3**, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. In the event the parties cannot agree to sole arbitrator, such arbitrator shall be appointed in accordance with the Indian Arbitration and Conciliation Act, 1996.

6.   Scope of Work / Agreement

6.1.   The Software Solution Provider shall, under this Agreement/ Contract, provide appropriate quality personnel (manpower resources) for the Software Development Team of the Purchaser at Delhi and Bangalore as per the profiles outlined in the **Annexure – Job Descriptions and Requirements**.

6.2.   The Software Solution Provider shall ensure that:

      (i)   quality resources are provided to the Purchaser under this Agreement/ Contract; and

      (ii)   resource personnel are continuously available for the Software Development Team of the Purchaser during the currency of this Agreement/ Contract and subsequent extension thereof.

6.3.   The scope includes timely replacement of the resource personnel not found satisfactory during the course of execution of the Project at the Technology Centre.

7.   Sub-Contractors

7.1.   The Software Solution Provider shall not in the ordinary course be permitted to appoint any Delegate (s)/ Sub Contractor (s).

7.2.   Nothing in this Agreement or any Contract hereunder shall relieve the Software Solution Provider from its liabilities or obligations to provide the Services to the Purchaser after selection, in accordance with this Agreement and permit the Software Solution Provider to Delegate / Sub Contract the work under this Contract.

8.   Term and Extension of the Agreement/ Contract

8.1.   The term of engagement under this Agreement shall be initially for a period of 24 months which shall start from the date of signing of the Agreement.

8.2.   If required by the Purchaser, an extension of the Agreement/ Contract may be granted by the Purchaser to the Software Solution Provider. The final decision shall be taken by the Purchaser only.

8.3.   The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Software Solution Provider at least two months before the expiration of the term hereof. The decision to grant or refuse the extension shall be at the Purchaser's discretion.

8.4.   Where the Purchaser is of the view that no further extension of the term be granted to the Software Solution Provider, the Purchaser shall notify the Software Solution Provider of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the Software Solution Provider shall continue to perform all its obligations hereunder, until such reasonable

time beyond the term of the Contract with the Purchaser within which, the Purchaser shall appoint its own personnel.

9. Termination of Agreement

9.1. The Purchaser may, terminate this Agreement/ Contract by giving the Software Solution Provider a 1 (One) month prior and written notice indicating its intention to terminate the Agreement/ Contract under the following circumstances:

9.1.1. The Term of Agreement/ Contract expires.

9.2. The Purchaser may, terminate this Contract in whole or in part by giving the Software Solution Provider a prior and written notice of 60 days indicating its intention to terminate the Contract under the following circumstances:

9.2.1. Where the Purchaser is of the opinion that there has been such Event of Default on the part of the Software Solution Provider / Software Solution Provider's Personnel which would make it proper and necessary to terminate this Contract and may include failure on the part of the Software Solution Provider to respect any of its commitments with regard to any part of its obligations under this Agreement/ Contract.

9.2.2. Where the Software Solution Provider's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Software Solution Provider, any failure by the Software Solution Provider to pay any of its dues to its creditors, the institution of any winding up proceedings against the Software Solution Provider or the happening of any such events that are adverse to the commercial viability of the Software Solution Provider. In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.

9.2.3. The Software Solution Provider fails and/or refuses to provide services to the Purchaser as per the Scope of Work defined under this Agreement/ Contract.

9.2.4. The Software Solution Provider has failed to commence the provision of Services, or has without any lawful excuse under these conditions suspended the provision of Personnel for 30 consecutive days.

9.2.5. Where it comes to the Purchaser's attention that the Software Solution Provider is in a position of actual conflict of interest with the interests of the Purchaser in relation to any of Terms and Conditions of this Agreement/ Contract or has without authority acted in violation of the Terms and Conditions of this Agreement/ Contract and has committed breach of Terms of the Agreement/ Contract in best judgment of the Purchaser.

9.2.6. In the event of the quality of Staffing Personnel and/or services, as per the Scope of Work under this Agreement/ Contract with the Purchaser, is not found acceptable by the Purchaser.

9.2.7. The Software Solution Provider has abandoned the Services with Purchaser.

9.2.8. The Software Solution Provider has neglected or failed to observe and perform all or any of the terms, acts, matters or things under this Agreement/ Contract to be observed and performed by it.

9.2.9. The Software Solution Provider has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Purchaser.

9.3. **Termination for Insolvency:** The Purchaser may at any time terminate the Agreement/ Contract by giving written notice to the Software Solution Provider, without compensation to the Software Solution Provider, if the Software Solution Provider becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

9.4. **Termination for convenience:** The Purchaser, may by a written notice sent to the Software Solution Provider, terminate the contract, in whole or in part at any time for its convenience. The notice for such termination may specify that the termination is for the Purchaser's convenience, the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.

9.5. **Consequences of Termination**

9.5.1. The Purchaser shall have the right to carry out the unexecuted portion of work either by itself or through selecting other Software Solution Provider.

9.5.2. In the event of termination of this Agreement/ Contract, pursuant to **Clause 9.1 to 9.4** above, Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity which the Software Solution Provider shall be obliged to comply with. In the event of termination of the Agreement/ Contract pursuant to **Clause 9.2**, the Purchaser shall have the right to carry out the unexecuted portion of the work through selecting other Software Solution Provider at the risk and expense of the defaulting Software Solution Provider.

9.5.3. In the event that the termination of this Agreement/ Contract is due to the expiry of the Term of this Agreement/ Contract, a decision not to grant any (further) extension by the Purchaser, or where the termination is prior to the expiry of the stipulated term due to the occurrence of any event of default on the part of the Software Solution Provider, the Software Solution Provider herein shall be obliged to provide all such assistance to the successor or any other person as may be required by the Purchaser.

9.5.4. Where the termination of the Agreement/ Contract is prior to its stipulated term on account of a default on the part of the Software Solution Provider or due to the fact that the survival of the Software Solution Provider as an independent corporate entity is threatened/has ceased, the Purchaser shall pay the Software Solution Provider for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Software Solution Provider up to the date of termination. Without prejudice any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Software Solution Provider as may be required to offset any losses caused to the Purchaser as a result of any act/omissions of the Software Solution Provider.

9.5.5. The Purchaser may take possession of the works and all deliverables of the Software Solution Provider and use or employ the same for completion of the work or employ any other Software Solution Provider or other person or persons to complete the works. The Software Solution Provider shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder

such actions, other Software Solution Providers or other persons employed for completing and finishing or using such deliverables.

9.5.6. Nothing herein shall restrict the right of the Purchaser to invoke the Performance Security furnished hereunder and pursue such other rights and/or remedies that may be available to the Purchaser under law.

9.5.7. In the event of termination of this Agreement/ Contract consequent to the expiry of the term of Agreement/ Contract or due to the termination of Agreement/ Contract initiated by the Software Solution Provider prior to the stipulated term of Agreement/ Contract, the Software Solution Provider is obliged to transfer the legal ownership of such deliverables to the Purchaser that are deployed or used for a total consideration of Re. 1/- (Rupee One only), at the time of such termination of this Agreement/ Contract.

9.5.8. When the Agreement/ Contract is terminated by the Purchaser for all or any of the reasons mentioned above, the Software Solution Provider shall not have any right to claim compensation on account of such termination.

10. Provision of Personnel to the Purchaser

10.1. General

10.1.1. The Software Solution Provider shall provide such qualified and experienced Personnel as are required to carry out the Services as per the detailed Scope of Work specified in this Agreement/ Contract.

10.1.2. Personnel deployed by the Software Solution Provider should **EXCLUSIVELY** and **ONLY** be involved in the functions of the Software Development Team of the Purchaser as defined in this Agreement/ Contract and should NOT be under any circumstances be involved or working for any other projects/ assignments, whether of the Software Solution Provider or any other Central/ State Government Departments/ Any other Organization, during the currency of this Agreement/ Contract with the Purchaser.

10.2. Description of Personnel

10.2.1. The Categories, Roles, Responsibilities, Qualification, Experience and Skills required of the resource personnel to be deployed by the Software Solution Provider are described in **Annexure - Job Descriptions and Requirements.**

10.2.2. If additional work is required beyond the Scope of Work, specified in the requirement released (if any) by the Purchaser and the Scope of Work as detailed in this Agreement/ Contract, estimated periods of engagement of the personnel set forth may be increased by mutual agreement in writing between the Software Solution Provider and the Purchaser.

10.3. Approval of Personnel

10.3.1. The Software Solution Provider shall, prior to deployment of personnel for the Software Development Team of the Purchaser, take approval of the Purchaser in respect of the actual personnel to be deployed as part of this Agreement/ Contract.

10.3.2. The personnel proposed to be deployed by the Software Solution Provider should be on the payrolls of the Software Solution Provider before deployment to the Software Development Team of the Purchaser.

10.4. Deployment of personnel

10.4.1. Software Solution Provider shall deploy persons with requisite skills and experience required for the job as specified under this Agreement/ Contract to the satisfaction of the Purchaser.

10.4.2. The Software Solution Provider shall bear all travel and other costs incurred in deploying the personnel.

10.5. Replacement of personnel

10.5.1. Software Solution Provider shall deploy persons with requisite skills and experience required for the job as specified under this Agreement/ Contract. The Purchaser shall have the right to ask for replacement of any person /persons who do not display adequate expertise and experience in the required field or any other reasons for the intended job. The replacement has to be to the satisfaction of the Purchaser and should possess equal or better qualifications as well as equal or better total relevant experience. The 'Man Month Rate' for the replacement Personnel shall be the same as of the replaced Personnel.

10.5.2. The Software Solution Provider shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

11. Payment Terms

11.1. No payment shall accrue until the Performance Guarantee Bond envisaged in **Clause 24** has been submitted to the Purchaser by the Software Solution Provider.

11.2. Payments to the Software Solution Provider shall be made by the Purchaser, as per the 'Man Month Rate' agreed in this Agreement/ Contract and shall be based on the services provided by the Software Solution Provider to the Purchaser in accordance with this Agreement/ Contract.

11.3. No extra payments shall be made for working on extended hours / Saturdays/ Sundays/ Holidays to meet the committed/required time schedules.

11.4. All payments shall be made in Indian Rupees only.

11.5. Payments, in respect of all personnel deployed by the Software Solution Provider, shall be made to the Software Solution Provider, subject to deduction if any, **on a quarterly basis (for every 3 months)** by the Purchaser.

11.6. The Software Solution Provider shall provide the required resources and ensure satisfactory performance of work as specified under this Agreement/ Contract to the Purchaser. The payment for each quarter shall be released by the Purchaser upon acceptance of the satisfactory performance of the work by the resources provided by the Software Solution Provider.

11.7. If the work performed by the Software Solution Provider's Resources is not acceptable to the Purchaser and is not as per the service levels laid down under this Agreement/ Contract, the same shall be intimated by the Purchaser, in writing, to the Software Solution Provider immediately and such payment

shall not be released to the Software Solution Provider. This is without prejudice to the Purchaser's right to claim damages, as liquidated damages and not by way of penalties, based on the Service levels agreed between the Purchaser and the Software Solution Provider on replacement of resources.

11.8. Payment shall be made by the Purchaser to the Software Solution Provider based on the Time Sheet of each Personnel deployed by the Software Solution Provider. The format of Time Sheet shall be mutually decided by the Purchaser and the Software Solution Provider at the time of signing the Agreement/ Contract. Accordingly, the invoices raised by the Software Solution Provider for release of its Payments by the Purchaser shall be accompanied with Time Sheet duly signed by Purchaser's authorized representative. The Software Solution Provider shall maintain proper attendance system at the location of the Purchaser.

11.9. In case of an early termination of the Contract between the Purchaser and the Software Solution Provider, the Software Solution Provider shall provide the details of Personnel provided to the Purchaser during the period from last payment till the date of termination. Based on such details, the payment due will be calculated and paid, after making deductions if any applicable, as per the agreed 'Man Month Rate'.

12. Change Order(s)

12.1. The Purchaser may at any time, by a written order given to the Software Solution Provider, make changes within the general scope of the Contract in any one or more of the following:

- Profile of personnel required
- Base location for work
- The number of personnel to be supplied
- Type of Resource Category

12.2. If any such change causes an increase or decrease in the cost of or the time required for the Software Solution Provider's performance of any provisions under the Agreement/ Contract, an equitable adjustments shall be made in the Contract Value or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Software Solution Provider for adjustment under this Clause must be asserted within fifteen (15) days from the date of the Software Solution Provider's receipt of Purchaser's Change Order.

13. Procedure for Change Order(s)

13.1 Upon receiving any revised requirement/advice, in writing, from the Purchaser, the Software Solution Provider shall discuss the matter with the Purchaser.

13.2 In case such requirement arises from the side of the Software Solution Provider, it shall communicate in writing the matter with Purchaser as well as discuss the matter, giving reasons thereof.

13.3 In either of the two cases as explained in **Clause 13.1** and **Clause 13.2** above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not.

13.4 If it is mutually agreed that such requirement constitutes a "Change Order" then the Software Solution Provider shall study the revised requirement and assess subsequent schedule and the cost effect, if any.

13.5   If Purchaser accepts the implementation of the Change Order in writing, then the Software Solution Provider shall commence to proceed with the enforcement of the Change Order.

13.6   In case, mutual Agreement under **Clause 13.4** above, i.e. whether new requirement constitutes the Change Order or not, is not reached, then the Software Solution Provider in the interest of the work, shall continue providing Services as defined under this Agreement/ Contract. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a Change Order, the same shall be compensated taking into account the records kept in accordance with the Agreement/ Contract.

13.7   The Software Solution Provider shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no agreement is reached between the Purchaser and Software Solution Provider within 30 days after Purchaser's instruction in writing to carry out the change concerning all matters described above, either party may refer the dispute to the 'Management Committee' comprising of senior officials from the Purchaser and the Software Solution Provider.

14.   Delays in the Software Solution Provider's Performance

14.1.   Performance of the Services shall be made by a Software Solution Provider in accordance with the Service Levels as specified in **Clause 22.5** of this Agreement/ Contract.

14.2.   If at any time during performance of this Agreement/ Contract, the Software Solution Provider should encounter conditions impeding timely performance of Services, the Software Solution Provider shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Software Solution Provider's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Software Solution Provider's time for performance with or without liquidated damages, in which case the extension shall be ratified by the involved parties by amendment of the Contract.

15.   Consequences of Delay in the Software Solution Provider's Performance

15.1.   If the Software Solution Provider is not executing the Contract to the satisfaction of the Purchaser then Purchaser may impose liquidated damages, and not by way of penalty, against the Service Levels not met by the Software Solution Provider as per **Clause 22.5 and 22.6** of this Agreement/ Contract.

16.   Force Majeure

16.1.   Any delay in or failure of the performance shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as acts of god or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, terrorist activities, military operations, riots, epidemics, civil commotions, strikes etc. The Software Solution Provider shall keep records of the circumstances referred to above and bring these to the notice of the Purchaser in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the Agreement/ Contract period. The decision of the Purchaser

arrived at after consultation with the Software Solution Provider, shall be final and binding. Such a determined period of time will be extended by the Purchaser to enable the Software Solution Provider to complete the job within such extended period of time.

16.2. If a Software Solution Provider is prevented or delayed from performing any of its obligations under the Agreement/ Contract with the Purchaser by Force Majeure, then the Software Solution Provider shall notify the Purchaser the circumstances constituting the Force Majeure and the obligations of which is thereby delayed or prevented, within five (5) working days from the occurrence of the events.

16.3. In the event the Force Majeure substantially prevents, hinders or delays a Software Solution Provider's performance of Services for a period in excess of five (5) working days from the occurrence of any such event, the Software Solution Provider may declare that an emergency exists.

16.4. Post the emergency is declared over, the Purchaser will communicate to the Software Solution Provider to resume normal services within a period of seven (7) days. In the event that the Software Solution Provider is not able to resume services within the next seven (7) days, the Purchaser may terminate the Agreement/ Contract and/or obtain substitute performance from an alternate Software Solution Provider.

16.5. Software Solution Provider shall advise, in the event of his having to resort to this Clause, in writing, duly certified by the statutory authorities, the beginning and end of the causes of the delay, within fifteen (15) days of the occurrence and cessation of such Force Majeure.

17.   Confidentiality

17.1   **Confidential Information**

(i)   All information (whether written/ tangible or oral/ Intangible) furnished by the Purchaser or any third party to the Software Solution Provider or Software Solution Provider's Personnel, in connection with this Agreement/ Contract, and all analyses, compilations, studies or other information documents or materials prepared by Software Solution Provider or Software Solution Provider's Personnel, in relation to information obtained by the Software Solution Provider in connection to and under the purview of this Agreement Contract shall be considered Confidential Information.

(ii)   All information disclosed in writing or email or other tangible electronic storage medium, shall be clearly marked "Confidential" by the Purchaser.

(iii)   All confidential information disclosed orally or visually, shall be so indicated at the time of disclosure, and, will be reduced in writing by the Purchaser within ten (10) working days after such disclosure in compliance with the requirements of Clause 17.1 (ii) hereinabove.

(iv)   The term confidential information does not, however, include any information which:

a.   was or became available to the Software Solution Provider on a non-confidential basis from a source (other than the Purchaser) which, to the best of Software Solution Provider's knowledge

after reasonable inquiry, is not known to be bound by confidentiality clause/ agreement, fiduciary obligation or other legal or contractual restriction that may prohibit the disclosure of such information;

    b.   was or became publicly available as a matter of law or otherwise without any disclosure by the Software Solution Provider or Software Solution Provider's Personnel;

    c.   was or is developed by the Software Solution Provider or Software Solution Provider's Personnel without reference to any information received from the Purchaser in connection with this Agreement;

    d.   has been approved for release in writing by an authorized representative of the Purchaser; and

    e.   is not marked or otherwise identified as "confidential" in accordance with Clause 17.1 (ii) & (iii).

17.2   Terms of Confidentiality

(i)   The Software Solution Provider (on behalf of itself and its Personnel):

    a.   acknowledges the confidential and proprietary nature of the information;

    b.   shall keep the information confidential and will not without the prior written consent of the Purchaser, disclose any information to any person (including, without limitation, any member of the media, or any other individual, corporation, partnership, limited liability company, Government agency, or group) in any manner whatsoever, and

    c.   shall not use any information other than for the purpose contained within the Agreement/ Contract terms.

(ii)   The Software Solution Provider may however reveal confidential information:

    a.   To those of Software Solution Provider's Personnel:

        1.   who need to know the information for performing Software Solution Provider's obligations under this Contract;

        2.   who are informed by the Software Solution Provider of the confidential nature of the information and this Contract; and

        3.   who are bound by confidentiality obligations in terms of an Agreement.

    b.   If it is required to be disclosed by any decree or order of a government authority, court or statutory law/regulation, by judicial/ quasi judicial bodies, statutory bodies, and any other applicable provisions of this Agreement;

c.   If it is required for the purposes of audit of the Software Solution Provider.

(iii)   The Software Solution Provider shall be responsible for any breach of confidentiality by any of its Personnel.

(iv)   The Software Solution Provider shall use all reasonable endeavours to ensure that any government department, Court, Contracting Authority, employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to Clause 17.2.(ii) is made aware of the Software Solution Provider 's obligations of confidentiality.

(v)   The Software Solution Provider and/ or its Personnel shall not (unless provided for elsewhere in the contract), without prior written consent from the Purchaser, disclose to any person the fact of this Contract or the information existing therein or which has been made available, that the Software Solution Provider is considering the transaction, or that discussions or negotiations are taking place or have taken place concerning the transaction or any term, condition or other fact relating to this contract, the transaction thereof or such discussions or negotiations, including, without limitation, the status thereof.

17.3   In the event that Software Solution Provider is requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the confidential information or matters contemplated under Clause 17.2 (ii) hereinabove, then the Software Solution Provider shall furnish only that portion of the confidential information which is legally required. The Software Solution Provider will otherwise reasonably cooperate with the Purchaser to preserve the confidentiality of the Information.   The Software Solution Provider shall however, immediately notify the Purchaser promptly so that the Purchaser may seek a protective order or other appropriate remedy.

17.4   **Publicity, Media and Official Enquiries**

17.5   The Software Solution Provider undertakes not to make any press announcement or publicize this Agreement/ Contract or any part thereof in **any** way, except with the prior written consent of the Purchaser.

(i)   The Software Solution Provider undertakes to take all reasonable steps to ensure that its Personnel comply with **Clause 17** of this Contract

18.   Contract Prices and Taxes

18.1.   The Software Solution Provider shall have full and exclusive liability for the payment of all taxes and other statutory payments payable under any or all of the statutes/laws/acts etc. now or hereafter imposed. **Payments shall be made to the Software Solution Provider after deduction of any applicable Tax / Taxes at source.**

18.2.   If there is any reduction/ upward revision in taxes / duties due to any reason whatsoever, after the Notification of Award, the same shall be passed on to the Purchaser or Software Solution Provider as the case may be.

18.3.   Any expenses on official travel, Boarding and lodging, to be undertaken by the Software Solution Provider for the Purchaser's work as directed by the

Purchaser, will be borne by the Purchaser as per actual subject to furnishing of the supporting documents by the Software Solution Provider.

19.   No Idle Time Charges

19.1.   No idle time charges, whatsoever, shall be payable by the Purchaser.

20.   Commencement of Work

20.1.   The Commencement of the work shall be immediately on notification of the Award by the Purchaser to the Software Solution Provider. The notification of the Award by the Purchaser shall be the date/ day for counting the starting day/ date and the ending day/ date will be that which is incorporated in the Contract.

20.2.   Software Solution Provider shall deploy personnel with requisite skills and experience required for the job as specified under this Agreement/ Contract and as per the requirements released by the Purchaser. The Purchaser shall have the right to ask for replacement of any person /persons who do not have and/or exhibit sufficient expertise and experience in the required field for the intended job. The replacement has to be to the satisfaction of the Purchaser and in accordance with clause 10.5 above.

20.3.   Failure on the part of the Software Solution Provider to find a suitable replacement shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, shall have the right to claim damages and recover from the Software Solution Provider all losses/ or other damages that may have resulted from such failure.

21.   Events of default and Consequences thereof

21.1   Conditions for default:

- The Software Solution Provider fails to deploy the personnel in accordance with this Agreement/ Contract and the requirements released by the Purchaser.

- The deliverables, at any stage of the project, as developed/ implemented by the Software Solution Provider, do not take care of all or part thereof of the Scope of Work as agreed and defined under this Agreement/ Contract and the requirements released by the Purchaser.

- The deliverables, at any stage of the project, as developed/ implemented by the Software Solution Provider, fail to achieve the desired result or do not meet the intended quality and objective as required by the Purchaser.

- The documentation is not complete and exhaustive.

21.2   The Purchaser may impose Liquidated Damages on the Software Solution Provider for not providing the Services as per the Service Levels defined under this Agreement/ Contract and Service Level Agreement (if any) signed between the Purchaser and the Software Solution Provider.

22.   Adherence to Safety Procedures, Rules, Regulations, & Restrictions

(a)   Software Solution Provider shall comply with the provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory

agencies and by Purchaser shall be applicable in the performance of this Contract and the Software Solution Provider shall abide by these laws.

(b)   The Software Solution Provider shall take all measures, necessary or proper, to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Software Solution Provider shall adhere to all security requirement/ regulations of the Purchaser during the execution of the work.

(c)   The Software Solution Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that its Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof) and the law providing the Purchaser statutory authority (when passed by parliament and brought into force).

(d)   The Software Solution Provider shall report to the Purchaser, as soon as possible, any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

(e)   The Software Solution Provider shall at all times indemnify the Purchaser for any loss arising out of this clause while providing its services under this Agreement/ Contract.

22.1.   Deployment of personnel

22.1.1.   The Software Solution Provider must deploy the personnel as stipulated at **Clause 22.5.4** unless otherwise agreed with the Purchaser.

22.2.   Performance Management of the Hired Personnel

22.2.1.   The Performance Management process will help in managing the performance of the Hired personnel to achieve the strategic objectives envisaged as part of the Software Development Team.

22.2.2.   Software Solution Provider shall be required to establish a robust Performance Management process as per Schedule of Requirements to manage the performance of their personnel and link it to the Scope of Work as outlined in this Agreement/ Contract.

22.2.3.   Any such Performance Management process established by the Software Solution Provider shall be vetted by Purchaser.

22.3.   Removal and/or Replacement of personnel hired

22.3.1.   Failure on part of the Software Solution Provider to find a suitable replacement as specified in the Service Levels in **Clause 22.5** of this Agreement/ Contract shall amount to a breach of the terms hereof and the Purchaser, in addition to all other rights, shall have the right to claim damages and recover from the Software Solution Provider all losses/ or other damages that may have resulted from such failure.

22.3.2.   Except as the Purchaser may otherwise agree, no changes shall be made in the Personnel provided for the Software Development Team of the Purchaser. If, for any reason beyond the reasonable control of the Software Solution Provider, it becomes necessary to replace any of the Personnel, the Software Solution Provider shall forthwith provide as a replacement, a person of

equivalent or better qualifications stipulated in this Agreement/ Contract with the Purchaser. However, the Software Solution Provider should note that the replacements that affect the progress of work of the Software Development Team shall entail invoking the provisions for Termination and also work against the Software Solution Provider's further business with the Purchaser.

22.3.3. If the Purchaser finds that:

- any of the Personnel provided for the Software Development Team of the Purchaser has committed serious misconduct or has been charged with having committed a criminal action; or

- has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Software Solution Provider shall, at the Purchaser's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Purchaser.

22.4. Exit Policy and Procedures

22.4.1. At the time of expiry of Contract period, as per the Contract, between the Software Solution Provider and the Purchaser, the Software Solution Provider shall ensure a complete knowledge transfer by their deployed Personnel to the Purchaser's new Personnel replacing them, over a minimum period of 2 (Two) weeks.

22.4.2. **Confidential Information, Security and Data to the Purchaser**: The Software Solution Provider on the commencement of the exit management period shall promptly return the following to the Purchaser:

- All information relating to the current services rendered;

- Documentation relating to any of the Purchaser's Intellectual Property Rights;

- Any of the Purchaser's Project data and confidential information;

- All hardware (including laptops, printers, pen drives etc if any) which is a property of the Purchaser.

22.4.3. Before the date of exit of the Software Solution Provider from the Software Development Team of the Purchaser, the Software Solution Provider shall deliver to the Purchaser all new or up-dated materials from the categories set out in Sections above and shall not retain any copies thereof.

22.5.   Service Level Agreement

22.5.1.   The Software Solution Provider shall be responsible for maintaining the service levels of the Personnel deployed by the Software Solution Provider for the Software Development Team of the Purchaser. The Software Solution Provider shall bear in mind that the **best Personnel** are deployed for the Software Development Team of the Purchaser and the Personnel deployed shall have to sustain a high level of performance during the Agreement/ Contract period.

22.5.2.   It shall be ensured by the Software Solution Provider that the Personnel deployed are committed to the Purchaser during the entire Agreement/ Contract period. A key service level parameter for the Software Solution Provider shall be to ensure that the Personnel deployed are not replaced during the Agreement/ Contract period. The Software Solution Provider should note that, in case the Software Solution Provider replaces any deployed Personnel, to the detriment of the progress of the scope of work as stipulated in this Agreement/ Contract, the Software Solution Provider shall be liable for debarment from further business with the Purchaser.

22.5.3.   The Software Solution Provider shall meet the following Service Levels in the normal course of carrying out the activities as per the detailed Schedule of Requirements. In case of default on any or all such Service Levels, the Purchaser reserves the rights to claim damages, as liquidated damages and not by way of penalty, on the Software Solution Provider. The Software Solution Provider shall have to adhere to the deployment schedule as given in **Clause 22.5.4**.

22.5.4.   Deployment Schedule

S.N.	Service	Category	Deployment Time	Liquidated Damages applicable beyond Deployment time
Software Development Team				
1	Deployment of all personal at UIDAI locations from the date of signing of contract with UIDAI	Deployment of Complete Software Development Team	<2 Weeks	5 % of the total value of team's Man Month rates for each subsequent week delay subject to maximum 15% of total value of team Man Month Rate
5	Replacement of personnel at UIDAI on request by UIDAI	Maximum 3 Weeks from the date of intimation by UIDAI, including 1 Week hand over time		3% of the value of man month rate applicable to the replacement personnel for each week of subsequent delay

S.N.	Service	Category	Deployment Time	Liquidated Damages applicable beyond Deployment time
6	Replacement time of personnel in case the replacement is initiated by the Software Solution Provider	Maximum 2 weeks followed up with Minimum 1 week of handholding		3% of the value of man month rate applicable to the replacement personnel for each week of subsequent delay

22.6. Liquidated Damages

22.6.1.   Liquidated Damages shall be a percentage of the monthly payment due to the Software Solution Provider and the deduction on account of Liquidated Damages as given shall be applicable for every week of delay beyond the deployment time as stipulated in **Clause 22.5.4**. The Liquidated Damages percentages applicable for violation of Service Levels are specified in the table above.

22.6.2.   The Purchaser also reserves the right to invoke the Performance Security furnished by the Software Solution Provider at the time of signing the Contract with the Purchaser if for any reason stated in the Agreement/ Contract, the Contract of the Software Solution Provider is terminated.

22.7. Service Levels Change Control

22.7.1.   It is acknowledged that the Service Levels may change as the team role and responsibilities evolve over the course of the Agreement/ Contract period.

22.7.2.   Any change to the Service Levels, provided during the term of the Agreement/ Contract between the Purchaser and the Software Solution Provider and as defined in **Clause 22.5** above, shall be requested, documented and negotiated in good faith by the Purchaser and the Software Solution Provider. Change in Service Levels can be requested by either party (the Purchaser or the Software Solution Provider).

22.7.3.   Upon receiving any revised requirement in writing, from the Purchaser, the Software Solution Provider shall discuss the matter with the Purchaser to gain a better understanding of the requirement.

22.7.4.   In case such requirement arises from the side of the Software Solution Provider, the Software Solution Provider shall communicate the matter, in writing, to the Purchaser as well as discuss the matter, giving reasons thereof.

22.7.5.   In either of the two cases as explained in **Clause 22.7.3** and **Clause 22.7.4** above, both the parties shall discuss the revised requirement for better understanding and to mutually decide whether such requirement entails a change in Service Levels or not.

22.7.6.   If it is mutually agreed that such requirement constitutes a "Change in Service Levels" then a new Service Level Agreement will be prepared and signed by

the Software Solution Provider and Purchaser to confirm a "Change in Service Level" and will be documented as an addendum to this Contract.

22.7.7. In case, the mutual agreement is not reached, then the Software Solution Provider shall continue providing services under the current Service Levels as defined in **Clause 22.5** above.

22.7.8. Liquidated Damages, if any, for violating the Service Levels shall be computed at the end of each payment cycle.

23. Limitation of Liability

23.1 Except in case of gross negligence or willful misconduct on the part of Software Solution Provider or on the part of any person acting on behalf of Software Solution Provider in carrying out the Services, with respect to the damage caused by Software Solution Provider to the Purchaser's property, Software Solution Provider shall not be liable to Purchaser for any direct loss or damage that exceeds:

a. twice the total payments under this Agreement/ Contract made to the Software Solution Provider hereunder; or

b. the proceeds the Software Solution Provider may be entitled to receive from any insurance maintained by the Software Solution Provider to cover such a liability, whichever of (a) or (b) is higher.

24. Performance Security

24.1. The Software Solution Provider shall furnish Performance Security to the Purchaser at the time of signing the Agreement/ Contract which shall be equal to 10% of the value of the Contract signed between the Purchaser and the Software Solution Provider and shall be in the form of a Guarantee Bond from a Nationalized / Scheduled Bank in the Proforma given in **Appendix C** which shall be valid for the entire period of the Agreement/ Contract.

24.2. The Performance Security will be retained by the Purchaser to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Resource Provider of any of the Terms and Conditions of the said Agreement and/or in the performance thereof.

24.3. The decision of the Purchaser, whether any breach of any of the Terms and Conditions of the said Agreement and/or in the performance thereof has been committed by any Software Solution Provider and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on the Resource Provider and the amount of the said loss or damage shall be deducted from the Performance Security.

25. Passing of Property

25.1. The Purchaser shall solely own the source code, documents etc. prepared by the Software Solution Provider arising out of or in connection with this Contract.

25.2. Forthwith upon expiry or earlier termination of this Agreement/ Contract and at any other time on demand by the Purchaser, the Software Solution Provider shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Software Solution

Provider in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Software Solution Provider shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.

25.3. The intellectual property rights in 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 Software Solution Provider prior to this Agreement/ Contract and all new ideas, inventions, innovations, or developments conceived, developed or made by Software Solution Provider or its consultants/employees ("Software Solution Provider Materials") shall remain the sole and absolute property of Software Solution Provider.

26. Warranty

26.1 The Software Solution Provider shall warrant that the Software developed and implemented under the Agreement/ Contract performs as per pre-determined standards, under conditions to be specified by the Software Solution Provider, is free from defects of any kind and is further specifically designed and developed for the Purchaser and based on the most recent and current techniques.

26.2 The Software Solution Provider shall provide the Purchaser with a warranty of the new application software for a period of 6 month after the roll out at the location of the Purchaser. Scope of warranty will be restricted to rectification of defects only. Any changes or enhancements required in the application shall be payable separately through 'Change Orders'.

26.3 The warranties provided herein shall be rendered void in case of any change (including any alteration or modification), not made by Software Solution Provider or made without the consent of Software Solution Provider to some or all of the deliverables; or if the deliverables have been used otherwise than in accordance with the relevant documentation and/or as contemplated by this Agreement/ Contract, or for any defect arising out of Software Solution Provider's reliance on Purchaser's instructions, specifications, written information, materials, designs etc, notwithstanding Software Solution Provider's written contrary advice.

26.4 The warranties provided herein above are in lieu of all other warranties, both express and implied, and all other warranties, including without limitation that of merchantability, fitness for intended purpose, non-infringement of third party intellectual property rights and error free performance are specifically disclaimed.

27. Information Security

27.1 The Software Solution Provider shall not carry any written material, layout, diagrams, floppy diskettes, hard disk, storage tapes or any other media out of Purchaser's premise without written permission from the Purchaser.

28. Indemnity

28.1 The Software Solution Provider shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Agreement/ Contract.

28.2 The Software Solution Provider shall be liable to and responsible for all obligations towards the Purchaser for performance of under this Agreement/ Contract.

28.3 The Software Solution Provider shall, at its own expense, defend or, at its option, settle any claim, suit, or action brought against Purchaser by third parties (other than liability fault of Purchaser) for infringement or misappropriation of a third party's copyright, national or international patent, or trade secret right by any software provided by Software Solution Provider to Purchaser under this Agreement/ Contract, and shall pay any damages or settlement assessed against Purchaser under such a claim.

28.4 The Software Solution Provider shall have sole control and authority over the defense or settlement of such a claim, suit or action, including the right, at its sole discretion, to

     (i)   procure for the Purchaser the right to use the infringing software;

     (ii)   replace the infringing software with non-infringing, functionally equivalent software;

     (iii)   suitably modify the infringing software;

     (iv)   accept return of the infringing software and refund any fees paid by Purchaser to Software Solution Provider but unearned with respect to the infringing software

28.5 The Purchaser shall be obligated to give Software Solution Provider prompt written notice of, and the parties shall cooperate in, the defense of any claim, suit or action, including appeals and negotiations. This indemnity shall not extend to any claim of infringement or misappropriation resulting from Purchaser's specifications, written instructions, materials and written information , modification or combination of the Deliverables notwithstanding Software Solution Provider's contrary written advice unless made by Software Solution Provider, use of out of date deliverables, when prior to the date of the infringement claim Software Solution Provider had delivered to Purchaser a corrected, fixed or enhanced version of the deliverable, and this corrected, fixed or enhanced version (had it been used) would have prevented the infringement occurring and use or incorporation of the Deliverables in a manner for which the Deliverables were not designed or with items not provided by Software Solution Provider. Except as specified above, Software Solution Provider shall not be liable for any costs or expenses incurred without its prior written authorization.

28.6 This Clause **28.5** above states the entire indemnity obligations of Software Solution Provider, and the exclusive remedy of Purchaser, with respect to any actual or alleged infringement of any patent, copyright, trade secret, or other intellectual property right by software provided by Software Solution Provider to the Purchaser under this Agreement/ Contract.

28.7 The Purchaser shall, at its own expense, defend any claim, suit, or action brought against Software Solution Provider by third parties (other than liability solely the fault of Software Solution Provider) for infringement or misappropriation of a third party's copyright, patent, trade secret or other intellectual property rights by any written information, specifications, written instructions, material or other intellectual property provided by the Purchaser to the Software Solution Provider under this Agreement/ Contract, and shall pay any damages or settlement assessed against Software Solution Provider under

such a claim. The Software Solution Provider shall be obligated to give the Purchaser prompt written notice of, and the parties shall cooperate in, the defense of any claim, suit or action, including appeals and negotiations. This indemnity shall not extend to any claim of infringement or misappropriation resulting from the Software Solution Provider's unauthorized modification of such intellectual property that is not in pursuance of this Agreement. Except as specified above, the Purchaser shall not be liable for any costs or expenses incurred without its prior written authorization.

28.8 This clause states the entire indemnity obligations of Purchaser and the exclusive remedy of Software Solution Provider, with respect to any actual or alleged infringement of any patent, copyright, trade secret, or other intellectual property right by any intellectual property provided by Purchaser to Software Solution Provider under this agreement.

28.9 The Software Solution Provider 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 Purchaser'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 Software Solution Provider.

28.10 The Software Solution Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Personnel deployed by the Software Solution Provider, in respect of wages, salaries, remuneration, compensation or the like.

28.11 All claims regarding indemnity shall survive the termination or expiry of the contract.

29. Conflict of interest

29.1 The Software Solution Provider shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Software Solution Provider or the Software Solution Provider's Personnel) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

30. General

30.1 Governing Language

a. This contract shall be written in English only.

b. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English.

30.2 Relationship between the Parties

a. Nothing in this Agreement/ Contract constitutes any fiduciary relationship between the Purchaser and the Software Solution Provider/ Software Solution Provider's Personnel.

b. No Party (the Purchaser or the Software Solution Provider) has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Agreement/ Contract.

      c.   The Purchaser has no obligations to the Software Solution Provider's Personnel except as agreed under the terms of this Agreement/ Contract.

30.3   Survival

The provisions of the clauses of this Agreement/ Contract in relation to documents, data, ownership of data, processes, property, Intellectual Property Rights, indemnity, publicity, warranties, disputes, and confidentiality and ownership survive the expiry or termination of this Agreement/ Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Software Solution Provider of its release from those obligations.

30.4   **Entire Agreement/ Contract:** The terms and conditions laid down in the relevant RFP and all annexure, addendum thereto as also the Technical Proposal of the Software Solution Provider and any attachments/annexes thereto shall be read in consonance with and form an integral part of this Agreement/ Contract. This Agreement/ Contract shall supersede any prior Contract, understanding or representation of the Parties on the subject matter.

30.5   **Governing Law:** This Agreement/ Contract shall be governed in accordance with the laws of India as applicable from time to time.

30.6   **Jurisdiction of Courts:** The Courts of India at Delhi have exclusive jurisdiction to determine any proceeding in relation to this Agreement/ Contract.

30.7   **Compliance with Laws:** The Software Solution Provider / Software Solution Provider's Personnel shall comply with the laws in force in India in the course of performing this Agreement/ Contract.

30.8   Notices

(i)   All notices, requests or consents shall be sent to a Party hereto at its address, email and contact number.

(ii)   All such notices and communications shall be effective

    a. if sent by fax/ email, when sent (on receipt of a confirmation to the correct fax number),
    b. if sent by person, when delivered with delivery receipt;
    c. if sent by courier, (a) one Business Day after deposit with an overnight courier if for inland delivery and (b) five Business Days after deposit with an international courier if for overseas delivery and (c) if sent by registered letter when the registered letter would, in the ordinary course of post, be delivered whether actually delivered or not.

(iii)   An original of each notice and communication sent by email or fax shall be dispatched by person, overnight courier (if for inland delivery) or international courier (if for overseas delivery) and, if such person or courier service is not available, by registered airmail (or, if for inland delivery, registered first class mail) with postage prepaid, provided that the effective date of any such notice shall be determined in accordance with **Clause 30.7 (ii),** as the case may be, without regard to the dispatch of such original.

30.9 Waiver

a. Any waiver of any provision of this Agreement/ Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

b. A waiver by either Party in respect of a breach of a provision of this Agreement/ Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

c. The failure of either Party to enforce at any time any of the provisions of this Agreement/ Contract shall not be interpreted as a waiver of such provision.

31. "No Claim" Certificate

31.1 The Software Solution Provider shall not be entitled to make any claim, whatsoever against the Purchaser, under or by virtue of or arising out of, this Agreement/ Contract, nor shall the Purchaser entertain or consider any such claim, if made by the Software Solution Provider 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.

32. Insurance

32.1 Employer's liability and workers' compensation insurance in respect of the Personnel of the Software Solution Provider, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate, shall be taken and borne by the Software Solution Provider.

33. Suspension of Work

33.1 The Software Solution Provider shall, if ordered in writing by the Purchaser/ its Representative, temporarily suspend the works or any part thereof for such specified/ ordered period and time. The Software Solution Provider shall not be entitled to claim compensation for any loss or damage sustained by him by reason of such temporary suspension of the Works as aforesaid. The Purchaser may consider suitable compensation to the Software Solution Provider on case to case basis, to the extent of work completed, subject to fulfillment of other conditions of this Agreement/ Contract. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Software Solution Provider, if written request for the same is made and that the suspension was not consequent to any default or failure on the part of the Software Solution Provider. In case the suspension of works, is not consequent to any default or failure on the part of the Software Solution Provider, and lasts for a period of more than 2 months, the Software Solution Provider shall have the option to request the Purchaser to terminate the Agreement/ Contract with mutual consent.

33.2 In the event that the Purchaser suspends the progress of work for any reason not attributable to the Software Solution Provider for a period in excess of 30 days in aggregate, rendering the Software Solution Provider to extend his performance guarantee then Purchaser shall bear only the cost of extension of such bank guarantee for such extended period restricted to the normal bank rates as applicable in the banking procedures subject to the Software Solution Provider producing the requisite evidence from the bank concerned.

Section IV – Technical Proposal

This Section provides the detailed Forms which outline the content and the format that the Bidders are required to follow in the preparation and submissions of their Technical Proposal.

TABLE OF CONTENTS

Technical Proposal Particulars

Request for Proposal (RFP) Document No. _____ Dated _____

S. No.	Information Required	Bidder's Response
a.	Name of the Bidder	
b.	Address of the Bidder	
c.	Details of the Authorized Representative to whom all references are to be made regarding the RFP	
	(i) Name	
	(ii) Designation	
	(iii) Address	
	(iv) Telephone Number	
	(v) Mobile Number	
	(vi) FaxNumber	
	(vii) e-mail address	

Witness :   **Bidder :**

Signature :   -----------------------   Signature   :   -----------------------
Name   :   -----------------------   Name   :   -----------------------
Address :   -----------------------   Designation :   -----------------------
              Company :   -----------------------
Date   :   -----------------------   Date   :   -----------------------

Company Seal

Technical Proposal Letter
(To be submitted on the letter head of the bidder)

To

The Director General,
Unique Identification Authority of India (UIDAI),
Tower 2, Third Floor,
JeewanBharti Building,
Connaught Place,
New Delhi 110001.

Sir,

Sub: "Hiring of manpower resources for manning the Software Development Team of UIDAI at Delhi and Bangalore"– Request for Proposal (RFP)Document No. _____ dated _____ - Technical Proposal Letter

We herewith submit our Technical Proposal in response to the above mentioned Request for Proposal of Unique Identification Authority of India (UIDAI) regarding **"Hiring of manpower resources for manning the Software Development Team of UIDAI at Delhi and Bangalore"**.

2. The details of various manpower resources, proposed to be deployed by us, have been provided in the enclosed Resource List as per the format prescribed in **Technical Proposal Form 4.4 and Form 4.5**

3. Curriculum Vitae (CV)of the manpower resources, proposed to be deployed by us, as mentioned in **Technical Proposal Form 4.4 and Form 4.5**,are also enclosed herewith in the format prescribed in **Technical Proposal Form 4.9**.

4. We enclose herewith the complete Technical Proposal as required by you. This includes **Section IV** comprising of:

S. No.	Contents
1	Technical Proposal Particulars **(Technical Proposal Form 4.1)**
2	Technical Proposal Letter **(Technical Proposal Form 4.2)**
3	Bidder's Profile **(Technical Proposal Form 4.3)**
4	Resource List for UIDAI Headquarters, Delhi **(Technical Proposal Form 4.4)**
5	Resource List for UIDAI Technology Center, Bangalore **(Technical Proposal Form 4.5)**
6	Statement of Deviation(s) from Schedule of Requirements **(Technical Proposal Form 4.6)**
7	Statement of Deviation(s) from RFP Terms and Conditions **(Technical Proposal Form 4.7)**
8	Curriculum Vitae (CV)of the manpower resources**(Technical Proposal Form 4.8)**

5. We agree to abide by our Proposal for a period of **180 days** from the date fixed for opening of the Technical Proposals and that we shall remain bound by a communication of acceptance within that time.

6. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP and we do hereby undertake to provide services of manpower resources as per these terms and conditions. The deviations from the Schedule of Requirements are only those mentioned in **Annexe 4.6.** The deviations from the above terms and conditions are only those mentioned in **Annexe 4.7.**

7. Certified that the Bidder is:

   a) The Constituted attorney of the company and the person signing the Bids is the constituted attorney of the Company.
      OR

   b) The Principal Officer or his duly Authorized Representative of the company, and he has the authority to refer to arbitration disputes concerning the business of the Company by virtue of the general power of attorney

   (NOTE: Delete whatever is not applicable. All corrections/ deletions should invariably be duly attested by the person authorized to sign the Proposal documents.)

8. Bid Security (Earnest Money), in original, for an amount equal to **Rs. _____ (Rupees _____ only)** is enclosed in the Cover containing **Technical Proposal** in the form specified in **Clause 9 of Section II.**

9. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the contract, shall constitute a binding contract between us.

10. We confirm acceptance of all the terms and conditions as stipulated in the RFP Document and as amended later.

11. We hereby declare that all the information given in our offer are true and accept that any misrepresentation of facts in our offer would lead to our disqualification.

Dated this   day of   2011   **Signature of Bidder**

                                              Name   :
                                              Full Address   :
                                              Telephone No.   :
                                              Fax No.   :

Details of enclosures:

1.
2.
3.
4.
5.
6.
7.

Technical Proposal Form 4.3

Bidder's Profile

S. No.	Information	Bidder's Response
1	Name of the Firm	
2	Year of Incorporation / Registration	
3	Head Office Address	
4	Telephone Number (with STD code)	
5	Fax Number (with STD code)	
6	E-mail address	
7	Name of the Authorized Representative of the Firm	

Witness :   **Bidder :**

Signature : -----------------------   Signature   : -----------------------
Name   : -----------------------   Name   : -----------------------
Address : -----------------------   Designation : -----------------------
             Company :   -----------------------
Date   : -----------------------   Date   : -----------------------

Company Seal

Technical Proposal Form 4.4

Resource List Format for UIDAI, Headquarters, Delhi

S. No.	Category of Technical Manpower	Number of Resources (manpower) required	Man month Rate as per Empanelled Process (in Rs.) subject to 5% escalation every year	Number of Resources (manpower) Offered by the Bidder	Names of Persons whose CVs have been enclosed
(1)	(2)	(3)	(4)	(5)	(6)
1	**Project Manager**	**1**	**150000**		
2	**Technology Lead/ Senior Developer**	**1**	**120000**		
3	**Developer**	**4**	**100000**		
4	**Technology Lead/Senior Developer (Quality and Test Engineer)**	**1**	**120000**		
5	**Technology Lead/Senior Developer (Technical Document Writer)**	**0**	**120000**		

Note:

1. The bidders **should note that the total number of resources (manpower) offered does not exceed twice the number of persons required for each category**. The Purchaser reserves the right to shortlist the manpower resources, out of the CVs submitted by the Bidder, for evaluation.
2. Interview for evaluation would involve multiple rounds wherever required.
3. **The CVs of the resources named in Column '6' above are to be enclosed with this Format.**
4. **The CV's should necessarily contain the information required in respective profiles for evaluation.**
5. **The Bidder should offer all profiles for the location opted. The CV evaluation and interview will be conducted for respective locations. One bidder has to provide complete team for one location.**

Witness :

Signature : ----------------------
Name : ----------------------
Address : ----------------------
         Company :
Date : ----------------------

Bidder :

Signature : ----------------------
Name : ----------------------
Designation : ----------------------

Date : ----------------------

Company Seal

Technical Proposal Form 4.5

Resource List Format for UIDAI Technology Center, Bangalore

S. No.	Category of Technical Manpower	Number of Resources (manpower) required	Man month Rate as per Empanelled Process (in Rs.) subject to 5% escalation every year	Number of Resources (manpower) Offered by the Bidder	Names of Persons whose CVs have been enclosed
(1)	(2)	(3)	(4)	(5)	(6)
1	**Project Manager**	**1**	**150000**		
2	**Technology Lead/ Senior Developer**	**3**	**120000**		
3	**Developer**	**5**	**100000**		
4	**Technology Lead/Senior Developer (Quality and Test Engineer)**	**2**	**120000**		
5	**Technology Lead/Senior Developer (Technical Document Writer)**	**1**	**120000**		

Note:

1. The bidders should note that the total number of resources (manpower) offered does not exceed twice the number of persons required for each category. The Purchaser reserves the right to shortlist the manpower resources, out of the CVs submitted by the Bidder, for evaluation.
2. Interview for evaluation would involve multiple rounds wherever required.
3. **The CVs of the resources named in Column '6' above are to be enclosed with this Format.**
4. **The CV's should necessarily contain the information required in respective profiles for evaluation.**
5. **The Bidder should offer all profiles for the location opted. The CV evaluation and interview will be conducted for respective locations. One bidder has to provide complete team for one location.**

Witness :

Signature : -----------------------
Name   : -----------------------
Address   : -----------------------
          Company :
Date   : -----------------------

Bidder :

Signature   : -----------------------
Name   : -----------------------
Designation : -----------------------

Date   : -----------------------

Company Seal

STATEMENT OF DEVIATIONS FROM RFP TERMS AND CONDITIONS

Dear Sirs,

Following are the deviations from the Terms and Conditions of the Bid Document. These deviations and variations are exhaustive. Except these deviations and variations, all other Terms and Conditions of the Bid Document are acceptable to us.

S.No.	Section No.	Clause No.	Page No.	Statement of Deviation / Variations

Witness :   **Bidder :**

Signature :   -----------------------   Signature   :   -----------------------
Name   :   -----------------------   Name   :   -----------------------
Address   :   -----------------------   Designation :   -----------------------
                  Company :   -----------------------
Date   :   -----------------------   Date   :   -----------------------

Company Seal

STATEMENT OF DEVIATIONS FROM SCHEDULE OF REQUIREMENTS

Dear Sir,

Following are the Technical deviations and variations from the Schedule of Requirements. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

S.No.	Section No.	Clause No.	Page No.	Statement of Deviation / Variations

Witness :

Signature : -----------------------
Name : -----------------------
Address : -----------------------
            Company :
Date : -----------------------

Bidder :

Signature : -----------------------
Name : -----------------------
Designation : -----------------------

Date : -----------------------

Company Seal

Technical Proposal Form 4.8

Format for Curriculum Vitae of Manpower Resource

(Important Note: The Bidder should submit, in respect of each Manpower Resource proposed to be deployed for Software Development Team of the Purchaser, the Curriculum Vitae (CV), who meet the Requirements stipulated in "ANNEXURE-Job Descriptions and Requirements"

1	**Proposed Position**				
2	**Location (Delhi/ Bangalore)**				
3	**Name of the Company**				
4	**Name of the Resource**				
5	**Date of Birth**		**Nationality**		
6	**Education (Refer Job Description Section-V)**				
7	**Membership of Professional Associations**				
8	**Other training**				
9	**Professional Experience (Refer Job Description in Section-V)**				
10	**Countries of Work Experience**				
11	**Proficiency in Languages**	**Language**	**Speak**	**Read**	**Write**
12	**Employment Record** (From latest going back)	**From [Year]**		**To [Year]**	
		Employer			
		Positions held			
		From [Year]		**To [Year]**	
		Employer			
		Positions held			

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

Place: (Signature of the Resource Personnel)

Section V- Schedule of Requirements

1. **Introduction**

1.1 The Unique Identification Authority of India (UIDAI) has been mandated with the responsibility of issuing Unique Identification Numbers to all Residents of India and to provide authentication services. In India, an inability to prove identity is one of the biggest barriers preventing the poor from accessing benefits and subsidies. Public as well as private sector agencies across the country typically require proof of identity before providing individuals with services. But till date, there remains no nationally accepted, verifiable identity number that both residents and agencies can use with ease and confidence.

1.2 As a result, every time an individual tries to access a benefit or service, they must undergo a full cycle of identity verification. Different service providers also often have different requirements in the documents they demand, the forms that require filling out, and the information they collect on the individual.

1.3 Such duplication of effort and 'identity silos' increase overall costs of identification and cause extreme inconvenience to the individual. This approach is especially unfair to India's poor and underprivileged residents, who usually lack documentation, and find it difficult to meet the costs of multiple verification processes.

1.4 There are clearly, immense benefits from a mechanism that uniquely identifies a person, and ensures instant identity verification. The need to prove identity only once will bring down transaction costs for the poor. A clear identity number would also transform the delivery of social welfare programs by making them more inclusive of communities now cut off from such benefits due to their lack of identification. It would enable the government to shift from indirect to direct benefits, and help verify whether the intended beneficiaries actually receive funds/subsidies.

1.5 A single, universal identity number will also be transformational in eliminating fraud and duplicate identities, since individuals will no longer be able to represent themselves differently to different agencies. This will result in significant savings to the state exchequer.

1.6 As a part of building its technology infrastructure, the UIDAI has set up a Technology Centre at Bangalore. The Technology Centre, Centre, UIDAI, Bangalore and UIDAI Hqrs Delhi require technical manpower of prescribed skills for manning the Software Development Team of the Purchaser. The details of Manpower Resources required, their job descriptions, technical qualifications, professional experience and skill sets required are described at **Annexure – Job Descriptions and Requirements.**

2. **Key Stake Holders Involved in the Project**

2.1 This RFP is being issued by the Purchaser for hiring of Manpower Resources teams for the UIDAI Hqrs and Technology Centre of the UIDAI at Bangalore. The

stake holders include the Organization of the UIDAI, Planning Commission, Government of India and all the Partners and Registrars who will come on board for the exercise of assigning a unique identification number to all residents of India.

3. Objective

3.1.   The Purchaser intends to hire the experienced software professional for the Software Development Team of the Purchaser at Delhi and Bangalore through the issue of this RFP to the Software Solution Providers empanelled by the Purchaser.

3.2.   The Selected Software Solution Provider (s)shall be responsible for providing software professionals forthe Software Development Team of the Purchaser at Delhi and Bangalore. The Selected Software Solution Provider (s) shall have to deploy the Software Professionals at the respective locations of the Purchaser, immediately upon the notification of award and not later than the time limit indicated at **Clause22.5.4** of Section III (Other Terms and Conditions).

3.3.   The Bidders will provide Manpower resources to staff the Software Development Team of the Purchaser at Delhi and Bangalore. The respective team will function as the part of UIDAI and full time Internal resources for UIDAI Project. **The resources hired will be subject to the Service Conditions (Leave, Holidays etc.) as laid down by the UIDAI.**

4. Project Overview

4.1.   UIDAI has been setup by the Govt. of India with a mandate to issue a Unique Identification (UID) numbers to all the residents in the country. UIDAI proposes to create a platform to first collect the identity details and then to perform authentication that can be used by several government and commercial service providers. A key requirement of the UID system is to minimize/eliminate duplicate identity in order to improve the efficacy of the service delivery. UIDAI has selected biometrics feature set as the primary method to check for duplicate identity. In order to ensure that an individual is uniquely identified in an easy and cost-effective manner, it is necessary to ensure that the captured biometric information is capable of carrying out the de-duplication at the time of collection of information. For government and commercial providers to authenticate the identity at the time of service delivery, it is necessary that the biometric information capture and transmission are standardized across all the partners and users of the UID system.

4.2.   India will be the first country to implement a biometric-based unique ID system and online authentication for its residents on such a large scale. The UID will serve as a universal proof of identity, allowing residents to prove their credentials anywhere in the country through an online authentication service. Online authentication with biometric check creates a very strong authentication system and gives the UIDAI significant ability to confirm an individual's identity.

5. Technology Challenges

5.1   Challenge of collecting demographic and biometric data of 1.2 plus billion residents, ensuring uniqueness through biometric de-duplication, and providing

an open API based secure authentication mechanism to support 100 plus million authentication requests that can respond in sub-seconds pose enormous technology challenge. In addition, securing the data all the way from enrolment, data transmission, and to the UID server is of utmost importance to the whole system.

5.2   Over all, this system needs to deal with extreme computational challenges, security challenges, and manage data to the size of 10 peta bytes requires a system that is architected for high-compute, high-performance, and high-security environments.

6.   UIDAI Application Overview

6.1   The UID-Application consists following main modules-

- **Enrolment client:** software required for enrolling residents into UID system. This is an "offline" disconnected smart client that can capture demographic data, capture necessary biometric data (fingerprints, photo, etc.), validate all data as per specification, store in a secure fashion, and then later transmit to the server. This client software has features such as auto-update (of the software itself), address normalization, transliteration to Indian languages, encryption, etc.

- **Enrolment Server:** software required to manage all enrolment requests and assign UID numbers. This is a high-compute server that needs to manage million requests in a day, distribute the job, de-duplicate using biometrics, validate data, assign a randomly generated UID number, and then store in a secure (encrypted and partitioned) data store. Server needs to manage high throughputs, have ability to restart on failures, multi-thread across cluster, and so on all in a secure fashion.

- **Authentication Server:** software required to manage online authentication requests from various UID-enabled applications. This is a completely API based, secure, high-performance (sub-second) biometric and non-biometric authentication against the UID system. This server is expected to server 100+ million requests in about 10 hour window. For high-availability and scalability, this software module should support dynamic load-balancing, distributed deployments in secure networks across data centers.

- **Other Server Modules:** In addition to primary modules given above, system also needs to have other modules such as Administration, fraud, etc. Administration modules will manage users, group, policies, security setup, audits, etc. whereas Fraud module will support a pluggable framework to manage fraud detection algorithms, fraud detection data management, etc.

7.   Software Development Team

7.1 The Software Development Teams are proposed to be deployed at Delhi and Bangalore for development, maintenance and enhancements of UID-Application. The constitution of each team is given in Technical Proposal Form 4.4 and Form 4.5. Each team is expected to manage the project plan and deliver assigned tasks in given project schedule.

8.   Overview of Scope of Work

8.1.   The requirement through Hiring of Software Development resources is to provide Software Development teams at UIDAI HQ. Delhi and Technology Centre Bangalore. The details of each profile are provided in **Annexure - Job Descriptions and Requirements**.

8.2.   It is envisaged that the Agreement will be valid for a period of 24 months extendable to a further period of 12 months beyond the period of 24 months. The decision to extend the Agreement, upon expiry of 24 months, shall be based on the mutual decision taken between the Purchaser and the selected Software Solution Provider.

8.3.   Detailed activities to be performed as part of each of the above domains are provided in **Annexure - Job Descriptions and Requirements** under this Section.

ANNEXURE- *Job Descriptions and Requirements*

	Profile Name: Project Manager	
1.	**Essential Job Functions**	o Manages analysis, design, development, testing, implementation and documentation of major software projects that vary in scope and complexity. o Identifies and evaluates project and business requirements and develops recommendations for implementation. o Ensures that projects are completed according to software development life cycle and project plans. o Troubleshoots and resolves or recommends alternative solutions to highly complex software problems and issues. o Participates in developing test suites and ensures overall quality of coding, testing and debugging of software. o Maintains project plan, manages engineers, and communicates effectively with upper management as well as team members.
2.	**Educational Qualifications:**	**Education:** BE/B.Tech /MCA degree in Computer Science or related field **Desirable**: Master's Degree in Computer Science, Business Administration or related field
3.	**Minimum Experience in Software Development industry**	**10 Years**
4.	**Professional Experience:**	1. Experience in managing a development team of 20 people 2. 6+ years of managing end-to-end development of enterprise class, high-performance Java/J2EE system with APIs, smart clients, auto-updates, etc. 3. Experience in managing Government project
	Profile Name: Technology Lead/Senior Developer	
1.	**Essential Job Functions**	o Leads the technical aspects of medium size software projects, including assigning project tasks and providing work direction. o Evaluates product enhancements for feasibility studies and provides completion time estimates. o Develops and implements detailed functional specifications and designs for complex software projects. o Analyze designs, develops and modifies software programs for assigned systems, applications and/or products. o Assists in training staff on software maintenance and development procedures. o Participates in developing test suites and ensures overall quality of coding, testing and debugging of software. o Participates in design reviews, code reviews, and other mechanisms. o Writes and maintains technical documentation. o Participates in the development of requirement documentation for new or existing product/application system features or enhancements and code function and relationships.
2.	**Educational Qualifications:**	**Minimum:** BE/B. Tech/MCA degree in computer science or equivalent **Desirable:** Master's degree preferred
3.	**Minimum Experience in Software Development Industry**	**3 Years**
4.	**Professional Experience:**	1. 3 years of hands-on core Java, J2EE, Spring experience including design patterns used in high-end enterprise systems

		2. 2+ years in leading a small development team (3-5 people)
		3. 3 years of RDBMS and SQL (My SQL/Oracle)
		4. 2+ years experience in development environment (Ant, CVS/SVN, Apache Tomcat, Eclipse etc.)
		5. 3 years hands-on experience in JSP/Servlet/ Struts/ XHTML/Javascript technologies on Apache+Tomcat environment
		6. 2+ years of experience with XML
		7. Must have hands-on and must demonstrate ability to work on newer technologies, learn fast, and cope with the agile release cycles
		8. **Desirable**:- should have 6+ months hands-on experience in Apache Hadoop stack (specifically HDFS, Hive, HBase, and Pig)

Profile: Developer-Java/ .NET

1.	**Essential Job Functions**	o Analyzes and designs software modules, features or components of software programs and develops related specifications.
		o Code, test and debug new software or enhances existing software.
		o Ensures product quality by participating in design reviews, code reviews, and other mechanisms.
		o Interacts effectively with Quality Assurance team.
		o Provides initial input on new or modified product/application system features or enhancements for user documentation.
		o Reviews user documentation for technical accuracy and completeness.
		o Documents system/environment dependent characteristics and user installation instructions.
2.	**Educational Qualifications:**	**Minimum:** BE/B. Tech/MCA degree in computer science or equivalent **Desirable:** Master's degree preferred
3.	**Minimum Years of Experience in Development Software Industry**	**1 Year**
4.	**Professional Experience:**	**For Software Engineer -JAVA:** 1. 1 year of hands-on core Java, J2EE, Spring experience including design patterns used in high-end enterprise systems 2. 1 year of hands-on experience in enterprise Java development 3. 6+ month of hands-on experience in RDBMS and SQL, preferably MySQL 4. 1 year hands-on knowledge of Linux 5. 1 years experience in development environment tools (Ant, CVS/SVN, Apache Tomcat, Eclipse, etc.) 6. 1 year hands-on experience in JSP/Servlet /XHTML/Javascript technologies 7. 1 year hands-on experience in XML **For Software Engineer .NET:** 1. 1 year of hands-on development experience in .NET 2. 6+ months of hands-on experience in RDBMS and SQL, preferably MySQL 3. 6+ months hands-on experience in ASP /XHTML 4. 1 year hands-on experience in XML

Profile: Technology Lead/Senior Developer (Quality and Test Engineer)

1.	**Essential Job Functions**	o Full use and application of standard principles, theories, concepts and techniques involving quality testing.
		o Participates in defining scope and objectives for moderately complex quality testing projects.

		o Automates various system components. o Rigorously tests manually and using automated scripts all the aspects of the system as per design. o Troubleshoots and resolves or recommends solutions to moderately complex software testing problems. o Works flexible hours, when required, due to system and equipment availability and to meet the needs and schedule demands of the test project.
2.	**Educational Qualifications:**	**Education:** BE/B.Tech degree in Computer Science or equivalent
3.	**Minimum Experience in Software Industry**	**3 Years**
4.	**Professional Experience:**	1. 2+ years software product testing or software development experience 2. Hands-on experience in test-ware development with strong experience in automated and regression testing 3. Software engineering fundamentals including design, implementation, documentation and testing

Profile: Technology Lead/Senior Developer (Technical Document Writer)

1.	**Essential Job Functions**	o Produces product information by complying with established Information Development procedures, standards, style guides, and schedules; writing, formatting, editing, and proofing technical information for technical and non-technical consumers; defining logical steps to perform required functions on software products; assembling graphic aides within documents; editing and printing a final master copy; assembling document; preparing and maintaining back-up files; requesting assistance from more experienced Information Developers as required. o Ensures customer satisfaction by preparing product information that is understandable and easy to read; soliciting comments on readability and accuracy of documentation by using Information Development standard worksheets and e-mail; interacting with technical departments to resolve usability issues and information discrepancies.
2.	**Educational Qualifications:**	Bachelor's Degree in Computer Science or related discipline or Bachelor's Degree in Arts with strong Computer Knowledge
3.	**Minimum Years of Experience in Technical Document Writing**	**3 Years**
4.	**Professional Experience:**	1. 2+ years of experience with software product or project documentation using desktop publications software packages. 2. Demonstrable experience in technical writing

SECTION VI: APPENDICES

TABLE OF CONTENTS

Appendix A

BID SECURITY FORM

To

The Director General,
Unique Identification Authority of India (UIDAI),
Tower 2, Third Floor,
Jeewan Bharti Building,
Connaught Place,
New Delhi 110001.

Whereas --- (hereinafter called 'the Bidder') has submitted its Proposal dated ---------------- for **"Hiring of Manpower Resources for Manning the Software Development Team of UIDAI at Delhi and Bangalore"** (hereinafter called "the Proposal").

KNOW ALL MEN by these presents that WE -- of --------- --- having our registered office at ------------ ---- --- (hereinafter called "the Bank") are bound unto the **Director General, Unique Identification Authority of India (UIDAI)** (hereinafter called "the Purchaser") in the sum of ---------------------- for which payment well and truly to be made to the said UIDAI, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are:

1.   If the Bidder, having submitted its Proposal, withdraws the Proposal during the period of Proposal validity specified by the Purchaser in the RFP Document; or

2.   If the Bidder, having been notified of the acceptance of its Proposal by the Purchaser during the period of bid validity.

        (a)   fails or refuses to execute the Contract Form, if required; or

        (b)   fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders;

We undertake to pay to the UIDAI up to the above amount upon receipt of its first written demand, without the UIDAI having to substantiate its demand, provided that in its demand the UIDAI will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Sealed with the Common Seal of the said Bank this   --------------day of ----------------------- ---2011.

(Authorised Signatory of the Bank)

CONTRACT FORM

THIS AGREEMENT made the _____ day of 2011 between the President of India acting through the **Director General, Unique Identification Authority of India (UIDAI)** (hereinafter **"the Purchaser"**) of one part and (Name of the Software Solution Provider) (hereinafter **"the Software Solution Provider")** of the other part:

WHEREAS the **Purchaser** is desirous that certain Services should be provided by the Software Solution Provider, viz,**"Manpower resources for manning the Software Development Team of UIDAI"** in the Unique Identification Authority of India at Delhi/ Bangalore**,** and has accepted a Proposal by the Software Solution Provider for the supply of those Services in the sum of **Rs. _____ (Rupees _____ only)**(Contract Price in Words and Figures) (hereinafter "the Contract Price").

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)   The General Conditions of Contract;
    (b)   The following Appendices:
    Appendix A: Schedule of Requirements;
    Appendix B: Break-up of Costs of Services
    (c)   RFP Document of RFP No. _____ regarding **"Hiring of Manpower Resources for Manning the Software Development Team of UIDAI at Delhi and Bangalore"**.
    (e)   Clarifications issued by the Purchaser.
    (f)   Technical proposal submitted by the Software Solution Provider.
    (g)   Order No. _____ dated _____ placed on the Software Solution Provider.
    (h)   Acceptance of the order No. _____ dated _____ by the Software Solution Provider.
3. In consideration of the payments to be made by the **Purchaser** to the **Software Solution Provider** as hereinafter mentioned, the **Software Solution Provider** hereby covenants with the **Purchaser** to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

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

Brief particulars of the services which shall be supplied /provided by the Software Solution Provider are as under:

S.No.	Item Description	Unit of Measurement	No. of Units	Unit Rate (in Rupees)	Taxes (in Rupees)	Total Unit Cost [(7)=(5)+(6)] (in Rupees)	Total Cost including Taxes (8)=(4)x(7) (in Rupees)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

TOTAL VALUE:

DELIVERY SCHEDULE :

DURATION OF THE CONTRACT:

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

Signed, Sealed and Delivered for & on behalf of M/s _____	**Signed, Sealed and Delivered for and on behalf of the President of India acting through the Director General, Unique Identification Authority of India**
Signed	Signed
Name : _____ _____	Name :
Designation : _____ _____	Designation :
Date :	Date :
Place : **New Delhi**	Place : **New Delhi**

in the presence of :   **in the presence of :**

Signed	Signed
Name : _____	Name : _____
Designation : _____	Designation : _____
Date :	Date :
Place : **New Delhi**	Place : **New Delhi**

PROFORMA OF BANK GUARANTEE FOR
CONTRACT PERFORMANCEGUARANTEE BOND

Ref : _____   Date _____

Bank Guarantee NO. _____

To

The Director General,
Unique Identification Authority of India (UIDAI),
Tower 2, Third Floor,
JeewanBharti Building,
Connaught Place,
New Delhi 110001.

1.   Against contract vide Advance Acceptance of the RFP No. _____ dated _____ covering **"Hiring of Manpower Resources for Manning the Software Development Team of UIDAI at Delhi and Bangalore"**(hereinafter called the said 'Contract') entered into between the **Unique Identification Authority of India (UIDAI)** (hereinafter called the "Purchaser")and M/s_____ (hereinafter called the "Software Solution Provider") this is to certify that at the request of the Software Solution Provider we ------------- Bank Ltd., are holding in trust in favour of the Purchaser, the amount of Rs.____ (Rupees _____ only) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Software Solution Provider of any of the terms and conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Software Solution Provider and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

2.   We _____ Bank Ltd, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Software Solution Provider i.e till _____ (viz the date upto 24 months after the date of commencement of services) hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd, by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd, notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd, by the Purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3.   It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd, undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.

4.   We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Software Solution Provider in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

      The payment so made by us under this bond shall be a valid discharge of our liability for payment hereunder and the Software Solution Provider shall have no claim against us for making such payment.

5.   We _____ Bank Ltd, further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Software Solution Provider from time to time or to postpone for any time of from time to time any of the powers exercisable by the Purchaser against the said Software Solution Provider and to forebear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being   granted to the said Software Solution Provider or for any forbearance by the Purchaser to the said Software Solution Provider or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties, would, but for this provision have the effect of so releasing us from our liability under this guarantee.

6.   This guarantee will not be discharged due to the change in the constitution of the Bank or the Software Solution Provider.

Date   _____

Place   _____   Signature   _____

Witness _____   Printed name _____

(Bank's common seal)

List of Locations where Manpower Resources have to be provided

Sr. No.	City	Address	Name of the Contact Person
1.	Delhi	2nd Floor, Tower 1, Jeewan Bharati Building, Connaught Circus, New Delhi – 110 001.	Shri B. B. Nanawati, Deputy Director General (Technology), Unique Identification Authority of India,
2	Bangalore	UIDAI Technology Centre, 1st Floor, Salarpuria Touch Stone, Marathahalli, Sarjapur, Outer Ring Road, Bangalore – 560 087	Dr. A. K. Dalwai, Deputy Director General (Technology & Operations), Unique Identification Authority of India,