Bid No. T-11014/02/2017-Tech

16<sup>th</sup> May 2017

# **ONLINE BID DOCUMENT**

Request for Empanelment of agencies for conducting Information Security Assessment of UIDAI ecosystem partners – AUAs/KUAs & ASAs

# UNIQUE IDENTIFICATION AUTHORITY OF INDIA, MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY (MeitY), GOVERNMENT OF INDIA, NEW DELHI

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# Section I- Invitation to Empanelment

#### 1.1 Invitation

# This invitation to bid is for "Request for Empanelment of agencies for conducting Information Security Assessment of UIDAI ecosystem partners – AUAs/KUAs & ASAs"

a) Bidders are advised to study the Bid document carefully. Online submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Offers prepared in accordance with the procedures enumerated in **Clause 1.2 TO Clause 1.4** should be submitted online only CPPP website: https://eprocure.gov.in/eprocure/app not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 1.2.** Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>'. Bid documents may be scanned with **100 dpi with black and white option** which helps in reducing size of the scanned document.

#### Manual bids shall not be accepted.

b) Tenderer who has downloaded the tender from the UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website <u>https://eprocure.gov.in/eprocure/app</u>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered /modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.

c) Intending bidders are advised to visit again UIDAI website <u>www.uidai.gov.in</u> and CPPP website <u>https://eprocure.gov.in/eprocure/app</u> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

d) The Hard Copy of original instruments in respect of cost of tender document, earnest money and original copy of affidavits must be delivered to the address as mentioned in the Clause 1.2 on or before last date of submission of bids as mentioned in Important Dates section. The **Bidder is required to pay Rs.500/- (Rupees Five Hundred Only) towards Bid Document Fee**, at the time of submission of Bids, in the form of a Bank Demand Draft failing which the Bids submitted by the Bidder shall not be entertained and shall be summarily rejected. The Bank Demand Draft should be drawn on a Scheduled Bank in favor of **"Unique Identification Authority of India"** and payable at **New Delhi. The Bid Document Fee is non-refundable.** Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non-refundable.

e) All Bids must be accompanied by an **EMD (Earnest Money Deposit) / Bid Security of Rs. 2,00,000/- (Rupees Two lakhs only)** except those bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY).

f) The detailed Scope of Work has been included in the RFP for selection of Bidder for "Request for Empanelment of agencies for conducting Information Security Assessment of UIDAI ecosystem partners – AUAs/KUAs & ASAs".

g) The eligibility criteria for the bidders should be fulfilled for consideration of the bid.

h) The tender fee is non-refundable. The RFP will be available online till the last date & time of submission of bids. The format of Non-Disclosure Declaration/Agreement (NDD/NDA) and other details are available on the websites <u>www.uidai.gov.in</u> and <u>www.eprocure.gov.in</u>.

i) The Bid Document is confidential and not transferable.

j) Bids shall be submitted online only at CPPP website: <u>https://eprocure.gov.in/eprocure/app</u>.

Note: The Purchaser shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.

(a)	Name of the Purchaser	Chief Executive Officer (CEO),	
		Unique Identification Authority of India,	
		MeitY, Govt. of India (GoI),	
		3 <sup>rd</sup> Floor, Tower II, Jeevan Bharti Building,	
		Connaught Circus, New Delhi – 110001	
(b)	Address at which bids are	The Deputy Director General (Technology)	
	to be submitted in the	Unique Identification Authority of India (UIDAI),	
	tender Box provided at	MeitY, Govt. of India (GoI),	
	-	3 <sup>rd</sup> Floor, Tower II, Jeevan Bharti Building,	
		Connaught Circus, New Delhi – 110001	
(c)	Closing Time and Date	On or before 14.06.2017 at 1500 hrs.	
	for receipt of bids		
(d)	Name of the Contact	Assistant Director General (IS),	
	Person for any	Unique Identification Authority of India (UIDAI),	
	clarification	MeitY, Govt. of India (GoI),	
		9 <sup>th</sup> Floor, Tower I, Jeevan Bharti Building,	
		Connaught Circus, New Delhi – 110001	
		Queries should be submitted via E-mail	
		E-mail – <u>davesh.singh@uidai.net.in</u>	
(e)	Date till which the	180 days from the date of opening of Bids.	
	response to the bid should		
	be valid		

#### 1.2 Schedule for Invitation to Bid

## **1.2.1** Important Dates

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

Activity	Date
Release / Issue of Bid Document	16.05.2017
Pre-Bid Meeting (Venue- UIDAI HQ)	23.05.2017
Last date for submission of written queries for clarifications on Bid document	29.05.2017
Last date for reply to written queries of prospective bidders	07.06.2017
Last date & time of submission of Bids	14.06.2017 at 1500 hrs.
Opening of Technical Bids	15.06.2017 at 1600 hrs.

Note: The Purchaser shall not be responsible for non-receipt / non-delivery or late receipt of the Bid documents due to any reason whatsoever.

#### 1.3 Check list

- a) Please check whether following have been enclosed in the respective covers, namely, Technical Bid and Commercial Bid:
- b) Check list (as in Table-1, Table-2 and Table-3 below) should be duly filled, signed and scanned and should be made part of:
  - i. Packet 1 (Table-1 and Table-2)
  - ii. Packet 2 (Table-3)

- c) **The Packet-1 should be uploaded as part of Technical Bid.** The Annexures supporting the Table-1 and Table-2 shall be placed in the Packet-1.
- d) **The Packet-2 should be uploaded as part of Commercial Bid.** The Annexures supporting the Table-3 shall be placed in the Packet-2.

# <u>Table - 1</u>

# 1.3.1 Check List of Eligibility Criteria documents/supporting documents to be uploaded in the Technical Bid

S. No.	Eligibility Criteria	Whether Uploaded(Y/N)
(i)	Signed and Scanned Copy of Bid Document Fee.	
(ii)	Signed and Scanned Copy of Bid Security of the	
	prescribed amount as per Section I – 1.1 (e).	
(iii)	Bidder's Profile in the format prescribed in Appendix A	
	of Section VI	
(iv)	The bidder should not be <b>blacklisted</b> / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs. Undertaking from bidder in this regard to be submitted.	
(v)	Bidder should have a valid Sales Tax Number/ VAT Number, PAN Number and PF code and to submit a self-attested copies of these documents.	
(vi)	Bidder should have ISO Certificate 9001 or any other equivalent or better quality certification.	
(vii)	The bidder should have an annual average turnover of at least <b>Rs.300 crore</b> (Rupees Three hundred crores) in the previous three financial years (2013-14, 2014-15 and 2015-16). The bidder must submit copies of Memorandum of Association (MOA), Audited Balance Sheets and Profit & Loss Account Statement for last 3 financial years ended on 31.03.2016 along with the bid. However, in the case of non-availability of audited balance sheets, a Certificate from the Statutory Auditor/Chartered Accountant of the Bidder's Company certifying the turnover of the Bidder in the last three financial years would be acceptable.	
(viii) (ix)	The bidder should have an annual turnover of at least Rs. <b>100 crore</b> (Rupees One Hundred crores) in each of the previous three financial years (2013-14, 2014-15 and 2015-16) from IT& Audit Services. Certified statement from the current Statutory Auditors of the bidder to be submitted. The bidder should have an annual turnover of at least Rs.	
(111)	<b>50 crore</b> (Rupees One Hundred crore) in each of the previous three financial years (2013-14, 2014-15 and 2015-16) from IT &Audit Services from State/ Centre Government, PSUs and other Government Bodies in	

	India. Certified statement from the current Statutory
	Auditors of the bidder to be submitted.
(x)	The bidder should have completed:
	At least 3 IT Audit assignments in last 3 financial years,
	each with audit fees value not less that Rs. 50 Lakhs.
	OR
	At least 5 IT Audit assignments in last 3 financial years,
	each with audit fees value not less that Rs 35 Lakhs.
	OR
	At least 10 IT Audit assignments in last 3 financial years,
	each with audit fees value not less that Rs. 25 Lakhs.
	Work orders and Completion certificates from clients to
	be submitted.
(xi)	The bidder should be a Company registered in India
	under the Companies Act 1956 or a partnership
	registered under the India Partnership Act 1932/ LLP
	with their registered office in India for the last five years.
	Signed and Scanned Copy of Certificate of
	Incorporation/Registration to be submitted.
(xii)	Signed and Scanned Copy of Notarized Power of
	Attorney executed by the Bidder in favor of the person
	signing the bid document certifying him as an authorized signatory for the purpose of this Bid
(xiii)	The bidder should have at least <b>100 full time</b> Technically
(AIII)	Qualified Personnel on its rolls in the area of
	Information Technology on its payroll for the past three
	years. Signed and Scanned Copy of Certificate from the
	current Statutory Auditors of the bidder to be submitted.
(xiv)	The bidder should have at least 50 full time Technically
	Qualified Personnel on its rolls in the area of IT audits
	on its payroll for the past three years. Signed and
	Scanned Copy of Certificate from the current Statutory
	Auditors of the bidder to be submitted.
(xv)	The bidder must have a team of at least 25 professionals
	having valid professional certifications (CISA/CISSP/ISO27001/ITIL/ISO 20000). Signed and
	Scanned Copy of Certificate from the current Statutory
	Auditors of the bidder to be submitted.

# <u>Table - 2</u>

# 1.3.2 Check List of Annexe / Appendix to be uploaded in Technical Bid

S.	Description	Whether
No.		uploaded(Y/N)
(i)	Signed and Scanned Copy of Bid Particular under Technical Bid	
	(Annex 6.1)	
(ii)	Signed and Scanned Copy of Technical Bid Letter (Annex 6.2)	
(iii)	Signed and Scanned Copy of Declaration For The Services	
	Offered (Annex 6.3)	
(iv)	Signed and Scanned Copy of Statement of Deviation(s) from	
	Tender Terms & Conditions (Annex 6.4)	

(v)	Signed and Scanned Copy of Bidders' Overall Experience and	
	Organizational Strength (Annex 6.5)	
(vi)	Signed and Scanned Copy of Bidder's Overall Experience in IT	
	Projects (Annex 6.6)	
(vii)	Signed and Scanned Copy of Bidders' Approach and Methodology	
	(Annex 6.7)	
(viii)	Signed and Scanned Copy of Qualification and Competence of	
	Professional Staff (Annex 6.8)	

# <u>Table – 3</u>

# 1.3.3 Check List of Annexe / Appendix to be uploaded in the Commercial Bid

S.	Description	Whether
No.		Uploaded(Y/N)
(i)	Signed and Scanned Copy of Bid Particulars under commercial Bid	
	(Annex 6.9)	
(ii)	Signed and Scanned Copy of Commercial Bid Letter (Annex 6.10)	
(iii)	Signed and Scanned Copy of Cost of Services (per audit) (Annex 6.11)	
	in the form of BOQ_AUDIT.xls (This can be downloaded during	
	online submission and can be submitted online itself)	

# 1.4 Procedure for Submission of Online Bids on CPP Portal

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

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

# 1.4.1 Registration

- Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

# 1.4.2 Searching for tender documents

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## 1.4.3 **Preparation of bids**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### 1.4.4 **Submission of bids**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last

date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

# 1.4.5 Assistance to bidders

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Unique Identification Authority of India (UIDAI), Ministry of Electronics and Information Technology (MeitY) invites bids for empanelment of capable and qualified firms to carry out periodic assessments of Authentication User Agencies/Authentication Service Agencies of UIDAI.

# Section II- Introduction

The background of the assignment as well as the objectives and Scope of Work (SoW) to be carried out by the empanelled firms are provided in the subsequent sections of this document.

To be considered for empanelment process agencies should submit their proposals online in accordance with the requirements contained in the section on 'Instructions to bidders'.

Some of the crucial information on the process of invitation of bids for empanelment is given below UIDAI reserves the right to update, amend and supplement the information in this document including the qualification process before the last date and time of receipt of bids. This document is non-transferable.

## Background

The Unique Identification Authority of India (UIDAI) is a statutory authority established under the provisions of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 ("Aadhaar Act 2016") on 12 July 2016 by the Government of India, under the Ministry of Electronics and Information Technology (MeitY).

Prior to its establishment as a statutory authority, UIDAI was functioning as an attached office of the then Planning Commission (now NITI Aayog) vide its Gazette Notification No.-A-43011/02/2009-Admn.I) dated 28th January, 2009. Later, on 12 September 2015, the Government revised the Allocation of Business Rules to attach the UIDAI to the Department of Electronics & Information Technology (DeitY) of the then Ministry of Communications and Information Technology.

#### Authentication

Aadhaar authentication is the process wherein Aadhaar number, along with other attributes (demographic/biometrics/OTP) is submitted to UIDAI's Central Identities Data Repository (CIDR) for verification; the CIDR verifies whether the data submitted matches the data available in CIDR and responds with a "yes/no". No personal identity information is returned as part of the response. The purpose of Authentication is to enable residents to prove their identity and for service providers to confirm that the residents are 'who they say they are' in order to supply services and give access to benefits.

A fundamental building block for service delivery is the KYC (Know Your Customer) process, which establishes the identity of the resident, their address, and other basic information such as their date of birth and gender. Typically, this KYC information is combined with other information at the point of service delivery to determine eligibility– either for an LPG connection, a scholarship, a loan, a social security pension, a mobile connection, etc.

The Aadhaar e-KYC service provides an instant, electronic, non-repudiable proof of identity and proof of address along with date of birth and gender. In addition, it also provides the resident's mobile number and email address to the service provider, which helps further streamline the process of service delivery. E-KYC may be performed at an agent location using biometric authentication, as well as remotely using an OTP on a website or mobile connection.

The authentication process involves interaction of many ecosystem partners such as Authentication User Agency, Authentication Service Agency, Sub-AUAs (the entity which desires to use Aadhaar authentication services but chooses to access this service by routing authentication request through an existing AUA's infrastructure) with UIDAI's CIDR. Any agency that needs to authenticate residents for

the purpose of service delivery could use Aadhaar authentication. Such an agency must register with the UIDAI as an Authentication User Agency. Authentication Service Agencies are entities that have secure leased line connectivity with the CIDR.

AUAs collect information required for Aadhaar authentication from the resident and transmit it to ASA. ASAs transmit authentication requests to CIDR on behalf of one or more AUAs. AUA's use Authentication devices to collect PID (Personal Identity Data) from Aadhaar holders.

The key partners could engage with each other in multiple ways. For example,

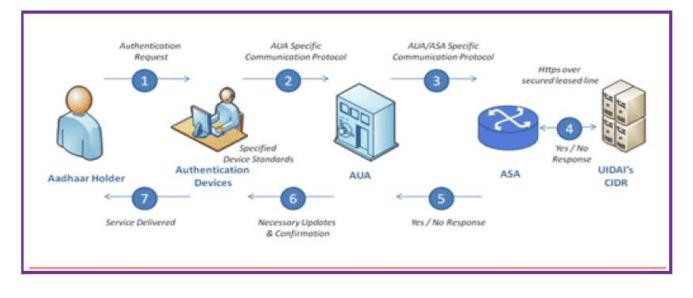
- An AUA could choose to become its own ASA, or
- An AUA could access Aadhaar authentication services through multiple ASAs for reasons such as business continuity planning, or
- An AUA could transmit authentication requests for its own service delivery needs as well as on behalf of multiple Sub AUAs.

Similarly, it may also be possible to use a single authentication device for servicing multiple AUAs. For example, the authentication device at a fair price shop may also be used for carrying out financial transactions for banks.

Aadhaar number can be used for multiple types of authentication. The service delivery agencies select their appropriate authentication type based on their business requirements.

- (i) Type 1 Authentication Use Aadhaar Authentication system for matching Aadhaar number and the demographic attributes of a resident
- (ii) Type 2 Authentication Authenticate residents through One-Time-Password delivered to resident's mobile number and/or email address present in CIDR
- (iii) Type 3 Authentication Authenticate residents using one of the biometric modalities, either iris or fingerprint
- (iv) Type 4 Authentication This is a 2-factor authentication offering with OTP as one factor and biometrics (either iris or fingerprint) as the second factor for authenticating residents.
- (v) Type 5 Authentication Allows service delivery agencies to use OTP, fingerprint & iris together (3-factor authentication) for authenticating residents.

The Aadhaar number needs to be submitted in all forms of authentication so that this operation is reduced to a 1:1 match. Aadhaar number itself is not an authentication factor. Type 1 authentication may be combined with any other Aadhaar authentication offering.



The illustration above describes a typical authentication transaction.

- i. The Aadhaar Holder (Resident) approaches the local service provider for the purpose of obtaining a service. The local agency uses authentication devices that collect PID (Personal Identity Data), the Aadhaar number, and any additional demographic / biometric data required for the authentication. This is encrypted, and sent to the Authentication User Agency (AUA) back-office.
- ii. The Authentication User Agency transmits the authentication packets over a secured protocol to Authentication Service Agency (ASA).
- iii. The Authentication Service Agency then interacts with the CIDR over a secured HTTPS leased line and transmits this information to CIDR for authentication purposes.

CIDR performs the authentication and the result of authentication travels back to the ASA and then to the AUA who then decides to deliver the requested service based on the authentication result. The sensitive data collected at the terminal is expected to be encrypted within the device itself, and may not be logged, or used for any other purposes. The CIDR is also expected to only log the data required for nonrepudiation purposes. The tracking of residents and monitoring of their behavior will not be possible at the CIDR.

For cases where connectivity is intermittent or connectivity is a little distance away leading to any network failure, UIDAI proposes a solution called "buffered" authentication wherein authentication request may be "buffered" (or queued) on the device until a pre-specified period of time, which is currently 24 hours, and then sent to CIDR for authentication when connectivity is restored / available. In addition, UIDAI expects that buffering would only be done at the device level and not at AUA / ASA server end. UIDAI is currently recommending procedures to AUAs for handling biometric exceptions.

For further details about authentication and related ecosystem partners, please refer to the Authentication section on UIDAI's website.

#### Authentication User Agency (AUA)

An Authentication User Agency is an agency that uses the UID system to authenticate a resident. An AUA sends authentication requests to enable its services / business functions. An AUA connects to the CIDR through an ASA (either by becoming ASA on its own or contracting services of an existing ASA). AUA may use demographic data, and/or biometric data in addition to the resident's UID. AUA can be

any government / public / private legal agency registered in India that seeks to use Aadhaar authentication for its services.

#### Key AUA Responsibilities:

- Ensure compliance of authentication related operations (processes, technology, security, etc.) to UIDAI's standards and specifications.
- Prepare authentication packet as per Authentication API specifications.
- Log and maintain details of all authentication transactions.
- Ensure Best Finger Detection (BFD) application is implemented to on-board the residents for biometric authentication.
- Identifying exception-handling and back-up identity authentication mechanisms.
- Deploy fraud monitoring mechanism, to prevent misuse of exception handling mechanism by operators and any other ecosystem members.
- Get its operations and systems related to Aadhaar Authentication audited as per UIDAI's specifications.
- Ensure connectivity from authentication devices to the AUA server and between the AUA server and the ASA server.
- Procure, deploy and manage devices in compliance with UIDAI specifications.
- Ensure adequate training for the personnel managing authentication devices.
- Inform UIDAI of the engagement/ disengagement of Sub AUAs.
- Ensure supported Sub AUAs comply with UIDAI's standards and specifications.

# Mandatory Security Requirements prescribed by UIDAI:

- Aadhaar number should never be used as a domain specific identifier
- In the case of operator assisted devices, operators should be authenticated using mechanisms such as password, Aadhaar authentication, etc.
- PID block captured for Aadhaar authentication should be encrypted during capture and should never be sent in the clear over a network.
- The encrypted PID block should not be stored unless it is for buffered authentication for a short period, currently configured as 24 hours.
- Biometric and OTP data captured for the purposes of Aadhaar authentication should not be stored on any permanent storage or database.
- The metadata and the responses should be logged for audit purposes.
- Network between AUA and ASA should be secure.

# Authentication Service Agency (ASA)

ASA is any entity that transmits authentication requests to the CIDR on behalf of one or more AUAs. They play the role of enabling intermediaries. They have an established secure connection with the CIDR and convey AUAs' authentication requests to the CIDR. ASAs receive CIDR's response and transmit the same back to the AUA.

# Key ASA Responsibilities:

• Ensure compliance of authentication related operations (processes, technology, security, etc.) to UIDAI's standards and specifications.

- Log and maintain details of all authentication transactions.
- Get its operations and systems related to Aadhaar Authentication audited as per UIDAI's specifications.
- Perform basic checks on the authentication input and forward it to CIDR
- Transmit the result of the authentication transaction received from CIDR to the AUA that has placed the request
- Inform UIDAI of the engagement/ disengagement of AUAs that it serves
- Inform UIDAI of any misuse of Aadhaar data, authentication services, or any compromise of Aadhaar related data or systems.

# Mandatory Security Requirements prescribed by UIDAI:

- ASA can connect to the CIDR only through a secured leased line.
- The metadata and the responses should be logged for audit purposes.
- Encrypted PID block and license keys that come as part of authentication packet should never be stored anywhere in ASA's system.
- Network between AUA and ASA should be secure.

# **SECTION III-** Instruction to Bidders

#### 3.1. Procedure for Online Submission of Bids

The tender shall be submitted Online (complete in all respect) must be uploaded on https://eprocure.gov.in/eprocure/app in two packets i.e. two cover system (Technical & Commercial Bid), and bidder must follow the procedure as detailed in the Clause 1.4 of Section I.

3.1.1. The bid shall be submitted online in -

Packet-1 having viz,

- 1. Tender Fee + EMD + Documents as per check list in Table-1 and Table-2
- 2. Technical Bid Submission (All the required supporting as well as Annexure as mentioned in CHECK LIST section )

Packet-2 having viz,

- 1. Financial Bid Submission (All the required supporting as well as Annexure as mentioned in CHECK LIST section)
- 2. Schedule of price bid in the form of BOQ\_AUDIT.xls
- 3.1.2. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All the files mentioned below should be in .PDF format except for the BoQ which should be .xls format.
- 3.1.3. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- 3.1.4. Original Instruments for EMD (as per Bank Guarantee Format in Appendix B of Section VI) and Demand Draft for Tender Fee must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the Clause 1.2 of Section I. These instruments can also be sent by registered post and should reach UIDAI on or before the last date of submission of Bids. Any delay in this regard will entirely be Bidder's responsibility and bid shall be liable for rejection in case of non-receipt of original instruments on or before the last date of submission of Bids.

#### 3.2. Cost of Bid Document

- 1 The Bidder is required to **pay fee of Rs.500/- (Rupees Five Hundred only)** for purchase of Bid Document, in the form of a **Bank Demand Draft**. The Bank Demand Draft should be drawn on a Scheduled Bank **in favor of "Unique Identification Authority of India"** and payable at New Delhi. The Bid Document Fee is non-refundable.
- 2 The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the UIDAI. The UIDAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 3 The Financial Proposal/Commercial bid format as mentioned in **Annexe 6.11** of **Section VI** is also provided as BOQ\_AUDIT.xls along with this tender document at <u>https://eprocure.gov.in/eprocure/app</u>. Bidders are advised to download this BoQ\_AUDIT.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the

same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with UIDAI.

# 3.3. Clarification of Bid Document

1 A prospective Bidder requiring any clarification of the Bid Document may notify the UIDAI in writing at the UIDAI's mail address indicated in Clause 1.2(d) of Section I. The queries must be submitted in Microsoft Excel (Soft copy) format as follows:

Name	of Bidder:			
Sr. No	Section No.	Page number i Section	nExisting Provision in the Clause	Clarification Sought

2 The UIDAI will respond, to request for clarifications of the Bid Document, received not later than the date prescribed by the UIDAI in Section I, Clause 1.2.1 of this Bid document.

## 3.4. Amendment to the Bid Document

- 1 At any time prior to the last time and date for receipt of bids, the UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- 2 The amendment will be notified by UIDAI and will be binding on all bidders.
- 3 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the UIDAI may, at its discretion, extend the last date for the receipt of Bids.

#### 3.5. Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the UIDAI, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

#### **3.6.** Documents Comprising the Bids

- 1 The Bids prepared by the Bidder shall comprise of the following components (refer Clause 1.3 of Section I):
  - a) The Technical Bid should comprise of the following:

S.	Description	Whether
No.		uploaded(Y/N)
(i)	Signed and Scanned Copy of Bid Particular under Technical Bid	
	(Annex 6.1)	
(ii)	Signed and Scanned Copy of Technical Bid Letter (Annex6.2)	
(iii)	Signed and Scanned Copy of Declaration For The Services	
	Offered (Annex 6.3)	
(iv)	Signed and Scanned Copy of Statement of Deviation(s) from	
	Tender Terms & Conditions (Annex 6.4)	
(v)	Signed and Scanned Copy of Bidders' Overall Experience and	

	Organizational Strength (Annex 6.5)	
(vi)	Signed and Scanned Copy of Bidder's Overall Experience in IT	
	(Annex 6.6)	
(vii)	Signed and Scanned Copy of Bidders' Approach and Methodology	
	(Annex 6.7)	
(viii)	Signed and Scanned Copy of Qualification and Competence of	
	Professional Staff (Annex 6.8)	

b) The Commercial Bid should comprise of the following:

S. No.	Description	Whether uploaded(Y/N)
(i)	Signed and Scanned Copy of Bid Particulars under commercial	
	Bid (Annex 6.9)	
(ii)	Signed and Scanned Copy of Commercial Bid Letter (Annex 6.10)	
(iii)	Signed and Scanned Copy of Commercial Bid for Request for	
	Empanelment of agencies for conducting Information	
	Security Assessment of UIDAI ecosystem partners -	
	AUAs/KUAs & ASAs (Annex 6.11) in the form of	
	BOQ_AUDIT.xls (This can be downloaded during online	
	submission and can be submitted online itself).	

# 3.7. Bidder Qualification

- 1 The "Bidder" as used in the Bid documents shall mean the one who has signed the Bids. The Bidder may be either the Constituted attorney of the company or the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.
- 2 It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:
  - 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.
- 3. The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued. The Bids shall be duly signed and sealed by an executive officer of the Bidder's organization or by a duly authorized officer executed under seal.
- 4. The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.
- 5. The power or authorization, please refer Section I clause 1.3.1 (xii) necessary power of attorney shall be annexed to the bid. UIDAI may out rightly reject any bid not supported by adequate proof of the signatory's authority.

#### 3.8. Bid Security

- 1 The Bidder shall furnish, as part of its bid, a bid security of the amount mentioned in Sub-Clause 1.1 (e) of Section I.
- 2 The bid security is required to protect the UIDAI against the risk of Bidder's conduct which would warrant the security's forfeiture.
- 3 The bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee issued by a Scheduled Bank, in the proforma provided at Appendix B of Section VI in the Bid Document and shall be valid for 45 days beyond the validity of the Bid.
- 4 Bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY) are exempted from furnishing of bid security.
- 5 Unsuccessful Bidders' bid security will be discharged/ returned as promptly as possible after the expiration of the period of bid validity prescribed by the UIDAI.
- 6 The successful Bidder's bid security will be discharged upon the Bidder executing the Contract.
- 7 The bid security may be forfeited in any of the following cases:
  - a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid
  - **b)** In the case of a successful Bidder, If the Bidder fails to sign the Contract.
  - c) If there is any breach of any confidentiality clause

# 3.9. Period of Validity of Bids

- 1 Bids shall remain valid for 180 days after the date of opening of Bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.
- 2 In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of bid security shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

# 3.10. Format and Signing of Bid

- 1 Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/ legal department must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of company.
- 2 Un-signed, un-stamped and without certificate for authorized person from bidder's HR / legal department bid shall not be accepted.
- 3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 4 All pages of the bid being submitted must be legible, signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading. Ambiguous bids will be out rightly rejected.

# 3.11. Revelation of Prices

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

# 3.12. Terms and Conditions of Bidders

1 Printed terms and conditions of the Bidders will not be considered as forming part of their Bids. In case terms and conditions of the contract applicable to this Invitation of Bid are not acceptable to any Bidder, he should clearly specify deviation in his Technical Bid (Annexure 6.4 of Section VI).

2 The Bidder should note, that, in case any of the deviation(s) or assumption(s), indicated by the Bidder in its Technical Bid in Annexure 6.4, is/are not acceptable to the Purchaser, in such eventuality the Bidder shall have to withdraw such deviation(s)/ assumption(s) failing which the Bid(s) of the Bidder shall be liable to be rejected.

## 3.13. Local Conditions

- 1 It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.
- 2 It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The UIDAI shall not entertain any request for clarification from the Bidder regarding such local conditions
- 3 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim what so ever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the UIDAI and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the UIDAI on account of failure of the Bidder to appraise themselves of local laws /condition.

## 3.14. Headings

Headings of conditions hereto shall not affect the construction thereof.

## 3.15. Conditions for Bidders

Refer Section-1, clause 1.3.

#### 3.16. Last Date for Receipt of Bids

- 1 Bids will be received by the UIDAI not later than the time and date specified under clause 1.2.1 of Section I.
- 2 The UIDAI may, at its discretion, extend the last date for the receipt of bids by amending the Bid Document, in which case all rights and obligations of the UIDAI and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

#### 3.17. Late Bids

Bidder shall not be able to upload the bid after the last date and time for uploading of bids as prescribed by UIDAI, pursuant to Section I.

#### 3.18. Address for Correspondence

All correspondence by UIDAI shall be made to the details provided in the Clause 1.2 (d) of the bid document.

#### 3.19. Opening of Bids by UIDAI

- 1 On the basis of information furnished in the eligibility criteria of Technical Bid, Bidders will be qualified. Bid received without EMD will be rejected straight way. EMD and Tender Fee original instrument must be submitted on or before the last date of submission of Bids.
- 2 Bids of only qualified Bidders will be taken up for further evaluation.
- 3 The UIDAI will open the Bids, in the presence of the representatives (not more than two representatives per bidder) of the Bidders who choose to attend, at the time, date and place, as mentioned in Section I of this Document.
- 4 The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the bid opening.

#### 3.20. Clarification

When deemed necessary, the UIDAI 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 Bid submitted or

price quoted.

## 3.21. Preliminary Examination

- 1 The UIDAI will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is discrepancy between words and figures, the amount in words will prevail.
- 3 A bid determined as not substantially responsive will be rejected by the UIDAI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 4 The UIDAI may waive any minor infirmity 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.

#### 3.22. Contacting the UIDAI

- 1 No Bidder shall contact the UIDAI to influence the bidding process or on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.
- 2 Any effort by a Bidder to influence the UIDAI's Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

#### 3.23. Post Qualification

- 1 The UIDAI will determine to its satisfaction whether the Bidder selected as having submitted the best responsive bid is qualified to satisfactorily perform the Contract.
- 2 This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities. It will be based upon an examination of the documentary evidence submitted by the Bidder as per document sought in the bid document as well as such other information as the UIDAI deems necessary and appropriate.
- 3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

#### 3.24. Criteria for Evaluation of Bids

To meet the UIDAI's requirements, as spelt out in the Bid Document, the selected Bidder must have the requisite experience, the technical know-how, and the financial wherewithal that would be required to successfully provide the required Services sought by the UIDAI, for the entire period of the contract. The evaluation process of the Bid proposed to be adopted by the UIDAI is indicated below. The purpose is only to provide the Bidders an idea of the evaluation process that the UIDAI may adopt. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders.

#### 1 **Pre-Qualification Stage**

In this phase, bidders are expected to meet the prequalification criteria. Bidders failing to either meet these criteria or not furnishing the requisite supporting documents/documentary evidence is liable to be summarily rejected. The TEC shall evaluate the prequalification proposal with reference to the following information provided by the bidder.

S. No.	Eligibility Criteria	Whether Uploaded(Y/N)
(i)	Signed and Scanned Copy of Bid Document Fee.	
(ii)	Signed and Scanned Copy of Bid Security of the	
	prescribed amount as per Section I – 1.1 (e).	
(111)	The bidder should not be blacklisted / under a	

	declaration of ineligibility for corrupt and fraudulent	
	practices with any of the departments of the Central,	
	State Governments and PSUs. Undertaking from bidder	
	in this regard to be submitted.	
(iv)	Bidder should have a valid Sales Tax Number/ VAT	
(1)	Number, PAN Number and PF code and to submit a	
	self-attested copies of these documents.	
(11)	Bidder should have ISO Certificate 9001 or any other	
(v)		
( `)	equivalent or better quality certification.	
(vi)	The bidder should have an annual average turnover of at	
	least <b>Rs.300 crore</b> (Rupees Three hundred crores) in the	
	previous three financial years (2013-14, 2014-15 and	
	2015-16). The bidder must submit copies of	
	Memorandum of Association (MOA), Audited Balance	
	Sheets and Profit & Loss Account Statement for last 3	
	financial years ended on 31.03.2016 along with the bid.	
	However, in the case of non-availability of audited	
	balance sheets, a Certificate from the Statutory	
	Auditor/Chartered Accountant of the Bidder's Company	
	certifying the turnover of the Bidder in the last three	
	financial years would be acceptable.	
(vii)	The bidder should have an annual turnover of at least	
	Rs.100 crore (Rupees One Hundred crores) in each of	
	the previous three financial years (2013-14, 2014-15 and	
	2015-16) from IT &Audit Services. Certified statement	
	from the current Statutory Auditors of the bidder to be	
	submitted.	
(viii)	The bidder should have an annual turnover of at least Rs.	
(,)	<b>50 crore</b> (Rupees One Hundred crore) in each of the	
	、 <b>i</b>	
	previous three financial years (2013-14, 2014-15 and	
	2015-16) from IT &Audit Services from State/ Centre	
	Government, PSUs and other Government Bodies in	
	India. Certified statement from the current Statutory	
	Auditors of the bidder to be submitted.	
$(\cdot)$		
(ix)	The bidder should have completed:	
	At least 3 IT Audit assignments in last 3 financial years,	
	each with audit fees value not less that Rs. 50 Lakhs.	
	OR	
	At least 5 IT Audit assignments in last 3 financial years,	
	each with audit fees value not less that Rs 35 Lakhs.	
	OR	
	At least 10 IT Audit assignments in last 3 financial years,	
	each with audit fees value not less that Rs. 25 Lakhs.	
	Work orders and Completion certificates from clients to	
	be submitted.	
(x)	The bidder should be a Company registered in India	
	under the Companies Act 1956 or a partnership	
	registered under the India Partnership Act 1932/ LLP	
	with their registered office in India for the last five years.	
	Signed and Scanned Copy of Certificate of	
	Incorporation/Registration to be submitted.	

## 2 Technical Evaluation Criteria

A detailed evaluation will be subsequently carried out by the UIDAI. The Technical Bids will be reviewed for compliance of the Bid requirements. Technical Bids which meet the mentioned criteria will be eligible for consideration in commercial evaluations. If required, the UIDAI may seek specific clarifications from any or all Bidder(s) at this stage. The technical bids of all the bidders who qualify the Prequalification criteria shall be evaluated on the following criteria. Only the bidding entity shall be considered for the evaluation. The TEC shall evaluate the technical bid with reference to the information provided.

SI No	Evaluation Criteria		Score(in Points)
Α	Overall experience/Organizational Strength		50
A1	Average annual in the last three Financial Years (FY) –		5
	FY 13-14, FY 14-15, FY 15-16		
	Turnover in Rs	Score	
	300-500 Crores	2	
	501-700 Crores	3	
	701-1000 Crores	4	
	1000+ Crores	5	
	Average turnover from	IT and Audit Services in India in	10
	the last three Financial Years (FY) – FY 13-14, FY 14-15,		,
	FY 15-16		
	Turnover in Rs	Score	
	100 Crores	4	
	101-150Crores	6	
	151-300 Crores	8	
	300+ Crores	10	
	Average turnover from IT and Audit Services in State/		5
	Centre Government, PSUs and other Government		
	Bodies in India in the last three Financial Years (FY) –		

	FY 13-14, FY 14-15, FY 15-1	16	
	Turnover in Rs	Score	
	50 Crores	2	
	51-100 Crores	3	
	101-250 Crores	4	
	250+ Crores	5	
A2	Previous experience from Audit for IT projects		10
	Bidder should demonstrate e		
	projects and provide three c		
	three years for the State/ Ce		
	other Government Bodies i	n India. Proof of successful	
	completion of engagements	and remuneration pertaining	
	to the Audit Services provide	ed (Work Order/Completion	
		te and citations) should be	
	furnished.		
	Remuneration in Rs	Score	
	7 projects of INR 50 Lacs	10	
	Or9 projects of INR 35		
	lacs <b>Or</b> 14 projects of		
	INR 25 Lacs		
	5 projects of INR 50 Lacs	6	
	Or 7 projects of INR 35		
	Lacs Or 12 projects of		
	INR 25 Lacs		
	3 project of INR 50 Lacs	2	
	Or 5 projects of INR 35		
	Lacs Or 10 projects of		
	INR 25 Lacs		
A3		urces in India for the last 3	10
	years on the payroll of the	<u> </u>	
	Number of ITAudit	Score	
	Professionals		
	50	3	
	51-100	5	
	101-250	7	
	>250	10	
A4	Total Number of Certified	Professionals	10
	Number of IT Audit	Score	
	Professionals		
	25	3	
	26-50	5	

	51-150	7	
	>150	10	
В	Approach and Methodology		25
B1	Understanding of the UIDAI		15
	(Bidders should provide its u	understanding of UIDAI and	
	its external ecosystem for pro-		
B2	Detailed approach and methodology		10
	(Bidders should provide app		
	the information security audi		
С	C Qualifications and competence of Key Professiona		25
	staff		
C1	Qualifications		10
C2	Professional experience and competence		15
	Total (for A, B & C)		100

# Commercial Bid Opening & Empanelment

#### **Evaluation of Commercial Bids**

- i. The Commercial Bids shall be evaluated by the Purchaser for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures the amount in words shall prevail.
- ii. In case price of any item is not quoted by a Bidder, the bid will be loaded by the highest price quoted in its own bid for that item. In case the price is not available in its own bid then the loaded price shall be the highest price quoted by any of the bidders for that item. Such item, for which the price has been loaded, shall be supplied free of cost by the bidder.
- iii. The Bid Value shall be equal to the amount specified in "Section 6.11: BOQ\_AUDIT" as Total Bid Price ("F").
- iv. The Total Bid Price, computed as above, shall be used by the Purchaser for the purpose of commercial evaluation of bids.
- v. Based on the Evaluation Criteria mentioned in the following clause, a Commercial Bid score  $(S_F)$  in percentage shall be assigned to each Bid.
- vi. Commercial Bid Score ( $S_F$ ) in percentage for each Bid shall be computed as follows: S<sub>F</sub> = 100 x (FL/ F); Where:
  - F is the Total Bid Price quoted in the Bid under consideration
  - FL is the value of lowest Commercial Bid"

#### **QCBS** Evaluation

 As stated above, the Evaluation Methodology proposed to be adopted by the Purchaser will be Quality cum Cost Based System (QCBS) method of evaluation where Technical Bid Score will get a weightage of 70% (denoted by T) and Commercial Bid Score a weightage of 30% (denoted by C).

- ii. Description of variables used:
  - $S_T$  is the Technical Score for each Bid as calculated out of 100%
  - **S**<sub>F</sub> is Total Commercial Score (normalized) for each Bid

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

Total Score (T<sub>s</sub>) for each Bid shall be computed as follows:

$$\mathbf{T}_{\mathbf{S}} = \mathbf{S}_{\mathbf{T}} \ge \mathbf{T}\% + \mathbf{S}_{\mathbf{F}} \ge \mathbf{C}\%$$

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

The top 50 % of the best evaluated bids will be considered for empanelment. The lowest price quoted from amongst the top 50% of the bids evaluated on QCBS shall be accepted as the tender rate for providing Audit services. All the shortlisted bidders will have to match the lowest tender rate for Audit Services and shall be declared as qualified for empanelment for carrying out periodic assessments of AUAs/ASAs of UIDAI. The TEC shall correct any computational errors in the Commercial bid and in case of dispute between the amounts expressed in words and figures, the former shall prevail.

Upon completion of the RFE process, the UIDAI shall compile a database of all the eligible and qualified vendors indicating per unit cost of audit.

Within 15 days of issue of such a written communication each of the qualified Vendor shall sign the contract (Letter of Empanelment), failing which the offer shall be treated as withdrawn and the EMD forfeited.

#### 3.25. UIDAI's Right to Vary Scope of Contract at the time of Award

- 1 The UIDAI may at any time, by a written order given to the Bidder, make changes within the general scope of the Contract.
- 2 The UIDAI shall reserve the right, not to purchase all or partial Goods/Services quoted by the bidder in this bid.

#### 3.26. UIDAI's Right to Accept Any Bid and to Reject Any or All Bids

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

#### 3.27. Signing of Contract

Once UIDAI notifies the successful Bidders that they have been selected for empanelment, the bidders are required to enter into contract with UIDAI as per the Contract Form (Appendix D of Section VI provided in the Bid Document). Contract has to be signed by the shortlisted bidders for empanelment.

## 3.28. Performance Bank Guarantee (PBG)

1 The empanelled agency, for conducting the security assessment of any AUA, KUA, ASA, SUB AUA, shall have to furnish **Rs. 25 lakhs as PBG** to UIDAI.

#### 3.29. Confidentiality of the Document

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 by submitting NDA as per Appendix C of RFP.

- 2 Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause other than for the purpose of executing this contract and the bidder shall not use any such information for any other purpose.
- 3 Bidder has to submit a non-disclosure agreement as per Appendix C of RFP.

## 3.30. Rejection Criteria

1 Technical Rejection Criteria

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

- i. Only the Bidders who quote for the complete Scope of Work and Supply of Goods/Services as indicated in this Bid Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. Incomplete bids will be rejected outright. Evaluation will be carried out for the total scope of work covered in the Bid document.
- ii. The Bidder shall be deemed to have complied with all clauses in the Bid document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical specifications, Timelines 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 bid.
- iii. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process the bid will be rejected and EMD will be forfeited.
- iv. EMD will be forfeited in case of any breach of Confidentiality clause.
- 2 Commercial Rejection Criteria

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

- i. Any commercial quote, if found in any part of the bid other than commercial bid, will lead to disqualification of bidder and his bid shall be rejected outright.
- ii. Offers of following kinds will be rejected:
  - a) Offers made without Bid Security.
  - b) Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid.
  - c) Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
  - d) Offers which do not conform to UIDAI's price bid format.
  - e) Offers which do not confirm to the completion period indicated in the bid.
- iii. Total lump sum price quoted by the Bidder must be inclusive of all taxes, levies, duties etc. including excise duty and sales tax etc.
- iv. Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them including the Personnel Tax as applicable in respect of their personnel and their subcontractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

# Section IV–Scope of Work

#### 4.1. Objective

Under the Aadhaar Act 2016, UIDAI is responsible for Aadhaar enrolment and authentication, including operation and management of all stages of Aadhaar life cycle, developing the policy, procedure and system for issuing Aadhaar numbers to individuals and perform authentication and also required to ensure the security of identity information and authentication records of individuals.

UIDAI wishes to empanel capable and qualified agencies to carry out periodic assessments of AUAs/KUAs and ASAs in UIDAI with respect to the Information Security, Privacy and Continuity perspective. Empanelled agencies would conduct onsite review of the AUA/KUA, Sub AUA and ASA to review the effectiveness of the processes and controls deployed by the AUA/KUA and ASA. The agency will review compliance to information security policies, UIDAI compliances, and confirmation to various guidelines issued by UIDAI. The Agency will provide actionable recommendations to UIDAI so as to ensure data governance, confidentiality, integrity, reliability and availability of information and resources.

The Auditor will maintain confidentiality of information received from UIDAI, its eco system partners and assigned entity and no information will be shared with anyone other than designated personnel. All information, findings, documents will only be used for the purpose of audit as defined under scope of work in this document.

#### 4.2. Audit Approach

Through preparation of Audit checklist based on globally established standards, UIDAI compliances - controls and guidelines, UIDAI information security policy, Aadhaar Act (2016) and its regulations, and other security guidelines, notifications, requirements, agreement, responsibilities& instructions specific to AUA/ KUA, Sub AUA and ASA as prescribed by UIDAI from time to time.

Based on the Audit findings, risks to further classify as Low, Medium, and High and very high is each specific audit areas.

#### 4.3. Audit Methodology:

The Audit will include but not limited to manual procedures, computer assisted procedures, automated procedures, usage of proprietary or universally accepted software depending on the chosen audit approach.

#### 4.4. Overview of Scope

The audit will be performed onsite to check the effectiveness of the information security controls deployed by the AUA/KUA, Sub AUA or ASA. The auditor is required to perform a detailed security and compliance assessment for the assigned entity offering services. The auditor is expected to prepare the audit checklist based on the responsibilities, risk and the information managed by the AUA/KUA, Sub AUA and ASA as well as the information security guidelines and controls defined by UIDAI from time to time. The audit shall be carried out after due approval and confirmation from UIDAI. AUA may have several Sub AUAs who might be conducting Authentication on behalf of AUA.

The requirements against which the auditor needs to check the security compliance of the AUA/KUA and ASA includes but not limited to the following:

• Aadhaar Act (2016) – Assessment to be conducted on the security, privacy and compliance aspects of the Authentication process and assess on ground compliance of the same.

- Aadhaar (Authentication) Regulations 2016 Assessment to be conducted on the security, privacy and compliance aspects of the Authentication process and assess on ground compliance of the same.
- Aadhaar (Data Security) Regulations 2016 Assessment to be conducted on the requirements of the regulation.
- **UIDAI Information Security Policy** for the AUA/KUA and ASA
- ISO27001 standard controls
- **Source code review** of modules and application used for authentication and eKYC
- Vulnerability assessment of the AUA/KUA/Sub-AUA/ASA infrastructure
- **Configuration assessment** of the AUA/KUA/Sub-AUA/ASA infrastructure
- **UIDAI on boarding compliance requirements** and subsequent responsibilities of AUA, KUA, ASA etc.
- Other security guidelines, notifications and requirements as prescribed by UIDAI from time to time

# 4.5. Empanelment Profiles

UIDAI would like to empanel capable firms for carrying out periodic assessments of AUA, KUA ASA, Sub AUA as required. The proposed resources should have:

- Information security professionals with qualifications like CISSP, CISM, CISA, GIAC (SANS) ITIL Information Security with adequate experience in the IT Audit areas.
- The professional working on the audit assignment should have experience in IT Security Audits as per Section 4.7.
- The empanelled agency will ensure that they have appropriate process and procedures for information security and data leakage prevention.
- No outsourcing, subletting or empanelment of resources is allowed and audit assignment to be performed by employees on rolls of the empanelment agency.

# 4.6. Deliverables

- Determining the detailed scope of work for audit of AUA, KUA, Sub AUA and ASAs and preparation of checklist (to be approved by UIDAI)
- Audit report (Technical & Process) of all the areas covering the objective, scope, efficiency and effectiveness.
- Presentation to the top management (as advised) of the findings of the reports.
- Audit Checklist, guidelines for subsequent audit.
- Risk analysis and Risk Matrix report (with scoring model) and actionable recommendation for mitigation.
- Gap analysis (as is and to the standards) and actionable recommendation for mitigation.
- Audit Report should cover all the areas separately as mentioned in the scope along with checklist and should be submitted to assessee within a stipulated period (15 days).
- Carry out Surveillance/Follow up audit, investigations if necessary (On Demand Services).

## 4.7. Minimum Required Profiles for Audit Teams:

• The Audit Teams should consists of minimum two members as per details below:

Profile	Experience	Minimum Qualifications	Certification
Lead Auditor	5 years	BS / B. Tech/ B.E. / MCA or equivalent	CISA / CISM / CISSP /
Auditor	2 years	BS / B. Tech/ B.E. / MCA or equivalent	ISO 27001 LI / LA

• Commercial quotations as per Section 6.11 should take into account the above mandatory requirements.

# Section V – Terms and Conditions of Empanelment

## 5.1. Post Empanelment Process

The empanelment shall initially be for a period of three years extendable to five years upon review of performance and on mutually agreed terms.

- 1. The unit rate of the audits (as finalized in this RFE) of the Firms/Companies that are empanelled shall be firm and remain valid during the period of empanelment.
- 2. AUA/ASA/Sub AUAs may then engage the empanelled firms for providing Audit Services in Information Security. It is expected that:
  - I. AUA/ASA/Sub AUAs would specifically define the scope of engagement, which may include components beyond the defined scope in this RFE and call for a limited 'Request for Quotation' from amongst the empanelled firms/Companies.
  - II. The firms/Companies shall then have to estimate the effort with reference to the precise scope of work defined in the Request For Quotation, the corresponding cost arrived including travel and lodging cost.

## 5.2. Terms and Conditions

# 1. Termination of Empanelment

The UIDAI may at any time terminate the empanelment by giving a written notice to the firm/company without any compensation if the empanelled firm/company becomes bankrupt or otherwise insolvent or in case of dissolution of the firm or winding up of the company, provided that such termination will not prejudice or effect any right of action or remedy, which has accrued thereafter to the UIDAI. The empanelment shall also be terminated in case of breach of any of the terms and conditions of empanelment.

#### 2. No Claim Certificate

The empanelled firm/company shall not be entitled to make any claim, whatsoever, against the UIDAI under or by virtue of or arising out of the empanelment nor will the UIDAI entertain or consider any such claim for the jobs accepted post empanelment.

#### 3. Penalty for non-performance

The empanelled firm/company shall be liable to pay a penalty of 80% of the assessment fees charged to the AUA/KUA/ASA for that particular audit in case serious quality issues are identified in the audit conducted by the empanelled agency and the audit is subsequently found to be unsatisfactory by UIDAI.

The vendor shall be provided an opportunity by UIDAI to explain the shortcomings or provide satisfactory justification for the identified quality issues in the audit report.

# 4. Confidentiality

The empanelled firm/company and their personnel shall not, either during the term or after expiration of this empanelment, disclose any proprietary or confidential information relating to the services, contract or business or operations of the UIDAI, without the prior consent of the UIDAI.

The empanelled firm/company shall not outsource the work to any other associate franchisee/third party under any circumstances.

# 5. Change of Name of the Firm/Company

During the period of empanelment if the name of the firm/company (or its division) has undergone a change due to acquisition, amalgamation etc, the firm/company shall inform the UIDAI within one month. In such cases, all the obligations under the contract with the UIDAI should be passed on for compliance to the new company or division.

The empanelled firm/company shall indemnify the UIDAI of any infringement of third party rights be they under the Patents Act or the Intellectual Property Rights.

## 6. Force Majeure

For the purpose of this clause, 'Force Majeure' shall mean an event that is unforeseeable, beyond the control of the parties and not involving the parties' fault or negligence. Such events may include acts of the Government either in its sovereign or in its contractual capacity, war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, restrictions, freight, embargoes, radioactivity and earthquakes. The empanelled firm/company shall not be liable if the delay in the discharge of its obligations under this agreement is the result of an event of Force Majeure as defined above.

If a Force Majeure situation arises the empanelled firm/company shall promptly notify to the UIDAI in writing of such conditions and the cause thereof. Unless otherwise directed by UIDAI in writing, the empanelled firm/company shall continue to perform its obligations under this Agreement, as far as it is reasonably practical and shall seek all reasonable means of performance not prevented by the Force Majeure event.

## 7. Arbitration and Jurisdiction

The UIDAI and the empanelled firm/company shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them. If any dispute arises between the UIDAI and the empanelled firm/company not covered by this agreement such dispute shall be referred to three arbitrators, one each to be appointed by each party and the third to be appointed by the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. The award of the Arbitrators shall be binding upon the parties to the dispute. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996. The arbitration proceedings shall be held in New Delhi.

#### Section VI – ANNEXURES

#### **Technical Bid**

## 6.1. BID PARTICULARS

Bid No.\_\_\_\_\_

- 1. Name of the Bidder
- 2. Address of the Bidder
- 3. Name of the Service Provider
- 4. Address of the Service Provider
- 5. Bidders Proposal Number and date
- 6. Name and address of the officer (single point of contact) to whom all references shall be made regarding this bid

Tel. No. \_\_\_\_\_ Cell No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Signature & seal of the bidder Name : Full Address: Telephone No : Fax No : Email ID : (Annex 6.1)

6.2. TECHNICAL BID LETTER

(Annex 6.2)

#### То

The Deputy Director General (Technology) Unique Identification Authority of India (UIDAI) Tower I, 9<sup>th</sup> Floor, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.

Ref : Bid No. \_\_\_\_\_

#### Sir,

We declare:

- (i) That we are Service Provider of ------
- (ii) That we have adequately skilled and experienced resources required to carry out the security assessment of AUA, KUA, Sub AUA and ASAs of UIDAI.
- 2. We hereby offer to supply the Services at the prices and rates mentioned in the Annex 6.11 of the Commercial Bid.
- 5. We enclose herewith the complete **Technical Bid** as required by you. This includes duly filled and signed **Section VI**.
- 6. We agree to abide by our offer for a period of **180 days** from the date of opening of the bids.
- 7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to provide services as per these terms and conditions of the bid document. The deviations from the tender Terms and Conditions are only those mentioned in **Annex 6.4**.
- **8.** 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.)

## Dated this day of 2017

## Signature & seal of the bidder

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

## Details of enclosures:

- 1.
- 2.
- 3.
- 4.

## 6.3. DECLARATION FOR THE SERVICES OFFERED

## (Annex 6.3)

We hereby declare that the services offered in this bid shall be of the highest level and quality and shall be in full conformity with the requirements quoted in this bid.

Signature of Bidder Date: Place:

# 6.4. STATEMENT OF DEVIATIONS FROM THE TERMS AND CONDITIONS (Annex 6.4)

Following are the deviations from the Terms and Conditions of this bid document. These deviations are exhaustive.

S. No.	Section No.	Clause No	Page No	Statement of deviation

Signature of Bidder: Date: Place:

# 6.5. BIDDERS' OVERALL EXPERIENCE AND ORGANISATIONAL STRENGTH(Annex 6.5)

S. No	Name of the Assignment	Client (Government	Supporting documents (Work order and
		dept. / Private)	Completion certificate Client certificate
			to be enclosed)
1			
1			
2			
3			
4			
5			
6			
7			
/			
8			
9			
10			

Yours Sincerely,

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

Name and Title of Signatory: .....

Name of Firm

Address:

Location: .....Date : ....

SI No	Citations of the Previous Experience	Supporting Documents
		Work Order Copy and client certificate to be enclosed
1		Do
2		Do
3		Do
4		Do
5		Do
		Do
1		Do
2		Do
3		Do
4		Do
5		Do
	ation should indicate the fallersing	

## 6.6. BIDDERS' OVERALL EXPERIENCE IN AUDI'T Services for I'T PROJECTS (Annex 6.6)

## The citation should indicate the following:

- (i) brief write up
- (ii) the scope of work
- (iii) effort proposed to be put in by the Bidder
- (iv) the composition of the proposed team, and
- (v) specific nature of the audit services provided.

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

Name and Title of Signatory: .....

Name of Firm

Address:

Location: .....Date : ....

### 6.7. BIDDERS' APPROACH AND METHODOLOGY

(Annex 6.7)

THE BIDDERS SHOULD PREPARE A POWER POINT PRESENTATION AND PROVIDE HARD COPY OF THE PRESENTATION AS A PART OF THIS FORM. THE PRESENTATION SHOULD DEMONSTRATE THE UNDERSTANDING OF THE SCOPE AND THE PROPOSED APPROACH AND METHODOLOGY.

Name and Title of Signatory: .....

Name of Firm

Address:

Location: ......Date : .....

## **6.8.** QUALIFICATION AND COMPETENCE OF PROFESSIONAL STAFF (Annex 6.8)

S.	Resource Category	Prescribed	Minimum Prescribed Experience
No		Qualifications	
	Principal Consultant	MBA and B.E./B. Tech.	12+ years
	Senior Consultant	MBA and B.E./B. Tech.	8-12 Years (12 included)
	Consultant	B.E./B. Tech.	5-8 years (8 included)
	Analyst	B.E./B. Tech.	2years

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

Name and Title of Signatory: .....

Name of Firm

Address:

Location: ......Date: .....

## **COMMERCIAL BID**

## 6.9. BID PARTICULARS

FOR Bid No.\_\_\_\_\_

- 1. Name of the Bidder
- 2. Address of the Bidder
- 3. Bidders Proposal Number and date
- 4. Name and address of the officer to whom all references shall be made regarding this bid

Tel. No	
Cell No.	
Fax No.	

(Annex 6.9)

Signature & seal of the bidder

Name:Full Address:Telephone No ::Fax No:Email ID:

6.10. Commercial Bid Letter

(Annex 6.10)

То

Ref : Bid No.

## Sir,

We declare:

- (i) That we are the Service Provider of ------
- (iii) That we have adequately skilled and experienced resources required to carry out the security assessment of AUA, KUA, Sub AUA and ASAs of UIDAI.
- (ii) .
- 2. We hereby offer to supply the Services at the prices and rates mentioned in the Annex 6.11 of the Commercial Bid.
- 5. We enclose herewith the complete **Commercial Bid** as required by you. This includes duly filled and signed **Section VI**.
- 6. We agree to abide by our offer for a period of **180 days** from the date of opening of the bids.
- 7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to provide services as per these terms and conditions. The deviations from the tender Terms and Conditions are only those mentioned in **Annex 6.4**.
- **8.** 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.)

Bid Security (Earnest Money), in original, for an amount equal to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_
 Only) is enclosed in the Cover containing Technical Bid.

Name : Full Address: Telephone No: Fax No :

## Details of enclosures:

- 1.
- 2.
- 3.
- 4.

## 6.11.COST OF Services (Per Audit) (in the form of BOQ\_AUDIT.xls)

(Annex 6.11)

Services					
Sl.No	Item Name	Item Description	Unit Cost	Taxes and Duties	Total Unit Cost
51.INO	Term I vanie	field Description		(in Rs)	(6=5+4)
					(in Rs)
1	2	3	4	5	6
1	ASA/ AUA/ KUA/ KAS Audit Cost	Per audit cost for conducting Information Security Assessment of UIDAI ecosystem partners – AUAs/KUAs & ASAs			

Signature & seal of the bidder

Name	:	
Full Address	:	
Telephone No	:	
Fax No	:	

## **Bidder Profile**

#### Appendix A

## Details of the Bidder

### **General Instructions**

- (i) The Bidder should enclose adequate supporting documents to substantiate the information being provided below for each of the mentioned points.
- (ii) The Bidder should understand the Scope of work in detail as provided in the RFP document before filling up the below details
- (iii) Add more columns and rows wherever required

## Instructions for points 1 to 3

- (i) In case of a group company bidding for the project, please provide the details of the group Company and not the group as a whole.
- (ii) Add more columns and rows if required for all such tables.

Audit Annual Turnover of the Bidder in last five years

(Please provide the information in INR Crore)

	2013-14	2014-15	2015-16
Bidder			

## Profit After Tax of the Bidder in last five years

(Please provide the information in INR Crore)

	2013-14	2014-15	2015-16
Bidder			

### **BID SECURITY FORM**

## Appendix B

Whereas \_\_\_\_\_\_\_ (hereinafter called "the Bidder") has submitted its bids dated \_\_\_\_\_\_\_ for "Request for Empanelment of agencies for conducting Information Security Assessment of UIDAI ecosystem partners – AUAs/KUAs & ASAs" of Unique Identification Authority of India (hereinafter called "the Bid").

KNOW ALL MEN by these presents that WE \_\_\_\_\_\_ of \_\_\_\_\_\_ \_\_\_\_\_ having our registered office at \_\_\_\_\_\_

Identification Authority of India (UIDAI) (hereinafter called "the Bank") are bound unto the CEO, Unique 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 its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- 2. If the Bidder, having been notified of the acceptance of its Bid by the UIDAI during the period of bid validity
  - a) Fails or refuses to execute the Contract Form, if required;

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 common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

(Authorized Signatory of the Bank)

### Non-Disclosure Declaration

## Appendix C

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

WHEREAS, we the undersigned Bidder, \_\_\_\_\_\_, having our principal place of business/ registered office at \_\_\_\_\_\_, are desirous of bidding for Bid No..... covering "Request for Empanelment of agencies for conducting Information Security Assessment of UIDAI ecosystem partners – AUAs/KUAs & ASAs" (hereinafter called the said 'RFE') to the Deputy Director General, Unique Identification Authority of India, having its office at 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001, hereinafter referred to as 'UIDAI' and, WHEREAS, the Bidder is aware and confirms that the UIDAI's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the UIDAI in the RFE documents during the bidding/implementation process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the UIDAI.

NOW THEREFORE,

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

It is hereby agreed as under:

1. The confidential information to be disclosed by the UIDAI under this Declaration ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the UIDAI. We also hereby agree that this NDA will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder.

2. Confidential Information does not include information which:

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

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

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

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

- b. to only make copies as specifically authorized by the prior written consent of the UIDAI and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c. to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- d. to treat Confidential Information as confidential unless and until UIDAI expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

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

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

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

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

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

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

# (BIDDER)

Authorised Signatory Office Seal:

Name: Place:

Designation:

Date:

#### **Contract Form**

#### Appendix D

## CONTRACT

THIS AGREEMENT made this \_\_\_\_\_\_ day of ...... between the Unique Identification Authority of India acting through Chief Executive Officer or any other representative authorized by Chief Executive Officer, Unique Identification Authority of India which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns of the FIRST PART and ..... Having its Office at ..... (hereinafter referred to as **"the Vendor"**) which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators, Legal Representatives and permitted Assigns of the SECOND PART.

WHEREAS Unique Identification Authority of India is desirous of entering into a contract for "Empanelment of agencies for conducting Information Security Assessment of UIDAI ecosystem partners – AUAs/KUAs & ASAs" with the Vendor, for the AUAs/KUAs & ASAs of Unique Identification Authority of India, and has accepted that Vendor shall be paid by the AUAs/KUAs & ASAs the contract amount for provisioning of Audit Services at a total cost not exceeding ..... (Rupees ......).

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

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - A. Bid Document No\_\_\_\_\_ regarding "Empanelment of agencies for conducting Information Security Assessment of UIDAI ecosystem partners – AUAs/KUAs & ASAs" for the AUAs/KUAs & ASAs of Unique Identification Authority of India, including

(i)	Invitation to Empanelment	Section I
(ii)	Introduction	Section II
(iii)	Instruction to Bidders	Section III
(iv)	Scope of Work	Section IV
(v)	Terms & Conditions of Empanelment	Section V
(vi)	Annexures	Section VI

- B. Clarifications issued by the Unique Identification Authority of India.
- C. Technical and Commercial proposals submitted by the Vendor.
- **D.** Order No.\_\_\_\_\_ dated \_\_\_\_\_ placed on the **Vendor**.
- E. Acceptance of the order vide No.\_\_\_\_\_ dated \_\_\_\_\_ by the Vendor.
- 3. In consideration of the payments to be made by theUnique Identification Authority of Indiato the **Vendor** as hereinafter mentioned, the **Vendor** hereby covenants with the Unique Identification Authority of Indiato provide the services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.
- The Unique Identification Authority of India hereby covenants that Vendor shall be paid by theAUAs/KUAs
  & ASAs in consideration of the provision of the Services as listed in Table below and the remedying of defects therein , the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Services					
SI. No	Item Name	Item Description	Unit Cost	Taxes and Duties	Total Unit Cost
				(in Rs)	(6=5+4)
					(in Rs)
1	2	3	4	5	6
1	ASA/ AUA/ KUA/ KAS Audit Cost	Per audit cost for conducting Information Security Assessment of UIDAI ecosystem partners – AUAs/KUAs & ASAs	1		

### 5. TOTAL CONTRACT VALUE:

**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, seale behalf of M/	ed and delivered for & on s	Signed, sealed and delivered for and on behalf of the Unique Identification Authority of India acting through Chief Executive Officer or any other representative authorized by Chief Executive Officer, Unique Identification Authority of India		
Signature		Signature		
Name Designation		Name Designation		
Address		Address		
Date		Date	 Doct <b>6</b> /	

Bid No. T-11014/02/2017-Tech	Empanelment of agencies for Conducting AUA/KUA & ASA Information Security As	sessment

In the presence of:			In the presence of:		
Signature Name Designation			Signature		
			Name Designation		
Date Place	:	New Delhi	Date Place	New Delhi	