



**REQUEST FOR PROPOSALS
FOR
SELECTION OF AGENCY
FOR PROVIDING SECURE QR CODE GENERATION SOLUTION ALONGWITH SOURCE
CODE**

Nov, 2018

F. No. 14014/41/2018-Log-CRM

UNIQUE IDENTIFICATION AUTHORITY OF INDIA (UIDAI)

Government of India

Bangla Sahib Road, Behind Kali Mandir,

Gole Market, New Delhi - 110001

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SECTION-I: INVITATION TO BID AND INTRODUCTION

PART-I: INVITATION TO BID:

1. The Chief Executive Officer, UIDAI invites proposals from reputed and reliable firms for the “**SELECTION OF AGENCY FOR PROVIDING SECURE QR CODE GENERATION SOLUTION ALONGWITH SOURCE CODE**”.
2. Bidders are advised to study the Bid document carefully. Online Submission of bid shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in **Section II Part II of Section II** of RFP. Bidders are advised to follow the instructions provided in the ‘Instructions to Bidders’ for the e-submission of the bids online through the CPPP for e-Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned and uploaded.
3. **Manual bids shall not be accepted**
4. Bidder who has downloaded the tender from the UIDAI website www.uidai.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender shall be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with UIDAI.
5. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
6. Intending bidders are advised to visit again UIDAI website www.uidai.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum/addendum/amendment.
7. The Hard Copy of original instruments in respect of cost of tender document and earnest money and original copy of affidavits must be delivered at the address as mentioned in the Data Sheet (**Part II of Section-II of RFP**) Bid will be rejected in case of non-receipt of original payment instrument like Bank Guarantee/ FDR against the submitted bid.
8. Bids will be opened as per date/time as mentioned in the Data Sheet of **Part II of Section II** of the RFP. After online opening of Technical-Bid the results of their evaluation as well date of Price-Bid opening will be intimated later.
9. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>

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

11. The Request for Proposal consists of following Sections as mentioned below:

- SECTION I INVITATION TO BID AND INTRODUCTION**
- SECTION II INSTRUCTIONS TO BIDDERS**
- SECTION III SCOPE OF WORK**
- SECTION IV GENERAL AND SPECIAL CONDITIONS OF CONTRACT**
- SECTION V ANNEXURES AND APPENDICES**

12. The response to the RFP should be uploaded on or before the date and time specified in the schedule for RFP in Data Sheet (**Part II of Section-II**).

13. The UIDAI reserves the right to reject any or all the Bids in whole or part without assigning any reasons.

14. This “Invitation to Bid” is non-transferable under any circumstances.

15. Address for Communication:

“RFP for SELECTION OF AGENCY FOR PROVIDING SECURE QR CODE GENERATION SOLUTION ALONGWITH SOURCE CODE”

Assistant Director General (Logistics & CRM)

Unique Identification Authority of India

6th Floor, UIDAI Head Quarters Building,

Bangla Sahib Road, Behind Kali Mandir,

Gole Market, New Delhi - 110001

PART-II: INTRODUCTION

1. **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).
2. 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.
3. UIDAI was created with the objective to issue Unique Identification numbers (UID), named as "Aadhaar", to all residents of India that is (a) robust enough to eliminate duplicate and fake identities, and (b) can be verified and authenticated in an easy, cost-effective way. The first UID number was issued on 29 September 2010 to a resident of Nandurbar, Maharashtra. The Authority has so far issued more than 115 crore Aadhaar numbers to the residents of India.
4. Under the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) 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
5. The Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and rules and regulations made there under (available at the link <http://www.uidai.gov.in>) provide for good governance, efficient, transparent and targeted delivery of subsidies, benefits and services, the expenditure for which is incurred from the Consolidated Fund of India, to all residents of the country, through assigning unique identity numbers called Aadhaar numbers, thereby providing a legislative backing for Aadhaar.

PART-III: GLOSSARY AND ACRONYMS:

A. Glossary of Terms

1. **The Aadhaar Act, 2016**-means Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016
2. **Aadhaar** – “Aadhaar number” means an identification number issued to an individual under sub-section (3) of section 3 of Aadhaar Act, 2016;
3. **Authority** – “Authority” means the Unique Identification Authority of India established under sub-section (1) of section 11 of Aadhaar Act, 2016
4. **Biometric Information** – Means photograph, finger print, Iris scan, or such other biological attributes of an individual as may be specified by regulations.
5. **De-duplication** – The process of using the Demographic and Biometric data collected from an enrollee to check against existing Aadhaar data so as to avoid duplicate enrolments.
6. **Demographic Information (data)** – includes information relating to the name, date of birth, address and other relevant information of an individual, as may be specified by regulations for the purpose of issuing an Aadhaar number, but shall not include race, religion, caste, tribe, ethnicity, language, records of entitlement, income or medical history;
7. **Enrolment** – Refers to the exercise of collection of demographic data after verification, collection of biometrics, and the allocation of the UID number after de-duplication.
8. **Resident** –as defined in Aadhaar Act, 2016 Resident means an individual who has resided in India for a period or periods amounting in all to one hundred and eighty two days or more in the twelve months immediately preceding the date of application for enrolment.
9. The term ‘Tender’ and ‘RFP’ has same meaning in the document.

B. Acronyms

1. **CIDR** – Central Identities Data Repository
2. **EID** – Enrolment Identification Number
3. **GoI** – Government of India
4. **SoW** – Scope of Work
5. **UID** – Unique Identification number.
6. **UIDAI** – Unique Identification Authority of India.

SECTION-II: INSTRUCTIONS TO BIDDERS

PART-I: GENERAL:

1. Definitions	<p>(a) “The Aadhaar Act 2016” shall mean the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the regulations made thereunder.</p> <p>(b) “Bid” means the Financial Proposal consisting of documents as stipulated in this RFP.</p> <p>(c) “Bidder” means any entity that may provide or provides the Services to the Purchaser under the Contract.</p> <p>(d) “Instructions to Bidders” (Section II of the RFP) means the document which provides interested Bidders with all information required to prepare their bids. This document also details out the eligibility criteria and process for the selection of the Vendors.</p> <p>(e) “CPP Portal” means the Central Public Procurement Portal of Government of India which facilitates all the Central Government Organizations to publish their Tender Enquiries, Corrigendum and Award of Contract details and facilitate e-tendering.</p> <p>(f) “Vendor” means the Bidder/s that has been selected by the Purchaser for delivery of the Product.</p> <p>(g) “Product” means and comprises of:</p> <ul style="list-style-type: none">I. The QR Code Generation Solution, Source Code, Knowledge Transfer, Training and related documentation as defined in SOW.II. one year on call support. <p>(h) “Purchaser” means, “Unique Identification Authority of India” (UIDAI) with which the selected Bidder signs the Contract for the Services.</p> <p>(i) “Scope of Work” (SoW) explains the objectives, scope of work, activities, tasks to be performed and the respective responsibilities of the Purchaser and the Vendor. A complete elaboration is available in Section III of the RFP.</p> <p>(j) “Standard Contract” means the Annexure-III of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Vendor.</p> <p>(k) “Confidential Information” means any information disclosed to or by any</p>
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	<p>Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder's team by virtue of this Contract that is by its nature confidential or by the circumstances in which it is disclosed confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.</p> <p>(l) "Sub-Contractor" means any person or persons or firm/company or their legal representatives, successors, assignees to which part of contract has been sublet by the successful bidder after necessary consent of UIDAI.</p>
<p>2. Procedure for Submission of online Bids on CPP Portal</p>	<p>i) The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificate. The instructions given below are meant to assist the bidders in registering on the CPP Portal, preparing their bids in accordance with the requirements and submitting their bids online on the CPP Portal.</p> <p>ii) More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app</p> <p>1. Registration</p> <p>i) 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.</p> <p>ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p> <p>iii) 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.</p> <p>iv) 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 Controller of Certifying Authorities (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.</p> <p>v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC to others which may lead to misuse.</p> <p>vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.</p> <p>2. Searching for tender document</p> <p>i) There are various search options built in the CPP Portal, to facilitate</p>

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.

- ii) 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.
- iii) 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.

3. Preparation of bids

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) 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 packets 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.
- iii) 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. However must ensure that the documents submitted are legible.
- iv) 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.

4. Submission of bids

- i) 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 any issues. The system

- will not permit submission of documents beyond the deadline.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
 - iii) Bidder has to select the payment option as “offline” to pay the tender fee and EMD as applicable and enter details of the instrument.
 - iv) 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, so as to reach latest by the last date and time of bid submission or as specified in the tender documents. The details of the bank guarantee/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.
 - v) 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 Bill of Quantities (BoQ) format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
 - vi) The server time (which is displayed at the top of the tender site 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.
 - vii) As per CPP Portal, all the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure 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. These instructions are available CPPP website at link <https://eprocure.gov.in>
 - viii) Upon the successful and timely submission of bids (ie after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful

	<p>bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.</p> <p>ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p> <p>5. Assistance to bidders</p> <p>i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.</p> <p>ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.</p>
3. General	<p>i) All the provisions listed out in the Request for Proposal (RFP) issued by the UIDAI shall be binding upon the participating bidders of this RFP.</p> <p>ii) UIDAI will select Vendors, in accordance with the method of selection as detailed in Part-IV of Section-II “Selection Process”.</p> <p>iii) The detailed scope of the assignment/job has been described in the Scope of Work in Section III of RFP.</p> <p>iv) The date, time and address for submission of the bid have been given in Data Sheet at Part II of Section-II of RFP.</p> <p>v) Interested Bidders are invited to upload the documents for Pre-Qualification, Technical Bid and Financial Bid, strictly as per Part V of Section II – “Instructions on Bid Preparation and document”.</p> <p>vi) The Purchaser is not bound to accept any or all the bids, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p>
3.1 Only one Bid	i) A Bidder shall upload only one Financial Bid. If a Bidder submits or participates in more than one bid, such bids shall be disqualified.
3.2 Bid Validity	ii) The Part II of Section-II ‘Data Sheet’ indicates the period for which the Bidders’ Bid must remain valid after the submission date.
3.3 Consortium	i) Bids received from Consortiums will not be considered. Subcontracting of any work resulting from the tender is not allowed, except where the RFP explicitly allows for the bidder to enter into a contract with a third party.
3.4 Tenure of Contract	i) The tenure of the Contract shall be as specified in ‘Data Sheet’ at Part-II of Section-II and mentioned in GC and SC.

<p>4. Clarification and Amendment of RFP Document</p>	<p>i) Bidders may request a clarification in the RFP document up to the number of days indicated in 'Data Sheet', before the bid submission date. Any request for clarification must be sent by standard electronic means to the Purchaser's address as indicated in the Data Sheet and Schedule.</p> <p>ii) At any time, before the submission of Bids, the Purchaser may amend the RFP by issuing an addendum/corrigendum in writing or by standard electronic means. The addendum/corrigendum issued shall be binding on all Bidders.</p>
<p>5. Preparation of Financial bid</p>	<p>i) The preparation of the Financial Bid as well as all related correspondence exchanged by the Bidders and the Purchaser shall be in English.</p> <p>ii) The Financial Bid shall be prepared using the attached Standard Form as in BOQ (MS Excel format), Annexure-I and Annexure-II. It shall include all costs associated with the Service/Assignment. The financial bid shall not include any conditions attached to it. Any such conditional financial bid shall be summarily rejected.</p> <p>iii) The Financial Proposal/Commercial bid format as in Annexure-II of Section V is also provided as BOQ_XXXX.xls along with this tender document at https://eprocure.gov.in/eprocure/app Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, bid will be rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI. In case of discrepancy between the BOQ and Annexure-II of RFP, BOQ will prevail.</p>
<p>6. Taxes</p>	<p>i) The Bidder may be subject to taxes, such as, but not limited to GST, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. Bidders shall mention all such taxes in quoted cost in the financial bid separately as per the format provided.</p> <p>ii) Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs.00.00)</p> <p>iii) The vendor shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted product/Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever after submission of Bid by the Bidder, the same shall be passed on to the Purchaser or Vendor respectively. Bidder shall provide the cost of the product and all applicable taxes separately as per the format provided in the RFP.</p>
<p>7. Earnest Money</p>	<p>i) An EMD of the value as specified in the 'Data Sheet' may be deposited in the form of Bank Guarantee / FDR drawn in favour of "Unique Identification Authority of India" payable at New Delhi.</p>

Deposit (EMD)	<p>ii) EMD in the form of Bank Guarantee will be accepted from any of the commercial banks. The Bank Guarantee may be addressed to the 'Unique Identification Authority of India, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001". The Bank Guarantee should be valid for 45 days beyond bid validity period from the last date of submission of the online bids. The hard copy of the original instrument in respect of EMD must be delivered at the address as mentioned in Data Sheet (Part II of Section-II of RFP) on or before bid opening date and time as specified. Bid will not be accepted if original payment instrument against the submitted bid are not reached by the specified date and time.</p> <p>iii) The Micro and Small Enterprises as defined in MSE Procurement Policy of Department of Micro, Small and Medium Enterprises or who are registered with the Central Purchase Organisation, or with the Ministry of Electronics and Information Technology (MeitY), or startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from submission of EMD. Such Bidders must furnish a valid certificate in this regard along with the bid.</p> <p>iv) Bids not accompanied by EMD shall be rejected as non-responsive.</p> <p>v) No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit.</p> <p>vi) The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder.</p>
7.1 Forfeiture of EMD	<p>The entire EMD shall be forfeited by the Purchaser in the following events:</p> <p>i) If Bidder withdraws its bid during the validity period or any extension agreed by the Bidder thereof.</p> <p>ii) If the Bidder varies or modifies its proposal in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.</p> <p>iii) If the Bidder tries to influence the evaluation process.</p> <p>iv) If the Bidder/s selected as 'Vendor' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).</p>
8. Tender Fees	Tender Fee is not applicable as per GFR, 2017
9. Performance Bank Guarantee	<p>i) The selected Bidder shall be required to furnish a Performance Bank Guarantee (as specified in Data Sheet), in the form of an unconditional and irrevocable Bank Guarantee from a scheduled commercial bank in India in favor of 'Unique Identification Authority of India' for the entire period of contract with additional 90 days claim period.</p>

	<p>ii) Performance Bank Guarantee shall be submitted by the successful bidder within 15 days of notification of Award of contract but before the signing of the contract.</p> <p>iii) The successful bidder has to renew the Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any.</p> <p>iv) Performance Bank Guarantee would be returned after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract.</p> <p>v) On submission of this Performance Bank Guarantee and after signing of the contract, the FDR/bank guarantee submitted towards EMD would be returned in original.</p>
10. Submission, Receipt and Opening of Bids	<p>i) An authorized representative of the Bidders shall initial/sign all pages of the original Financial Bid before uploading on CPPP website. The authorization shall be in the form of a written power of attorney or board resolution in the name of the authorized signatory accompanying the technical bid and Financial Bid demonstrating that the representative has been duly authorized to sign.</p> <p>ii) For instructions on bid preparation and checklist of documents required for bid submission please refer Part-V of Section-II.</p> <p>iii) Bids shall be submitted online only at CPPP website: http://eprocure.gov.in/eprocure/app not later than the time and the date indicated in the Data Sheet, or any extension to this date by the purchaser Any bid received by the Purchaser after the deadline for submission shall not be considered</p>
11. Right to Accept/ Reject the Bid	<p>The Purchaser reserves the right to accept or reject any Bid and to annul the RFP process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicants(s) of the grounds for such decision.</p>
12. Public Opening and Evaluation of Financial Bids	<p>i) Financial bids shall be opened on the date & time specified in the Schedule.</p> <p>ii) The Purchaser reserves the right to correct any computational errors</p> <p>iii) Award of contract to the qualified bidder will be done as per the process defined in Part-IV of section-II.</p>
13. Dis-qualification	<p>1. Purchaser has the sole discretion to disqualify any applicant and at any time during the evaluation of application, if the applicant:</p>

	<ul style="list-style-type: none"> i) Submitted the application after the response deadline; ii) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements; iii) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three years; iv) Submitted an application that is not accompanied by required documentation or is non-responsive; v) Failed to provide clarifications related thereto, when sought; vi) Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;
<p>14. Award of Contract</p>	<ul style="list-style-type: none"> i) The Purchaser shall issue a 'Letter of Award of contract' to the selected Bidders after acceptance of work plan or successful outcome of 30 days validation phase. ii) The Bidder shall sign the contract within 15 days of notification of Award of contract along with submission of PBG, Source code and all other related documents as specified under Section II > Part I > Definition > g(I) iii) Bidder is also expected to deliver Knowledge Transfer / Training to UIDAI Team within 30 days from signing of contract. Failing which shall attract penalty as defined in SLAs. iv) In event of failure to meet above timelines, the Purchaser may exercise the right to cancel the award of work to the selected bidder and award to the next eligible bidder or cancel the RFP, as the case may be. In exceptional cases UIDAI may grant extension if the delay is due to reason not in control of the Vendor.
<p>15. Termination of Contract</p>	<p>Notwithstanding the duration of the contract/ delivery of the Product, the termination of the Contract is subject to the conditions as stipulated in General Conditions of Contract.</p>

PART-II: DATA SHEET:

Paragraph Reference	Details
	<p>Name and Details of Purchaser: Chief Executive Officer (CEO), Unique Identification Authority of India Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001</p>
	<p>The Bid submission address is:</p> <p>“RFP for SELECTION OF AGENCY FOR PROVIDING SECURE QR CODE GENERATION SOLUTION ALONGWITH SOURCE CODE”</p> <p>Assistant Director General (Logistics & CRM) Unique Identification Authority of India, 6th floor, UIDAI Hqrs Building Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi - 110001</p> <p><i>(The Hard Copy of original instruments in respect of earnest money must be delivered to the above address on or before bid opening date/time as per the procedure defined in Section-II and as specified in Schedule provided in the Data Sheet.)</i></p>
	<p>Bids must remain valid for 180 days after the closing date of bid.</p>
	<p>Tenure of Contract:</p> <p>The contract shall be in force for 1(one) year, subject to adherence to time lines/time frame and as per the terms and conditions of RFP.</p>
	<p>Clarifications may be requested not later than the date defined in the Schedule. Clarifications may be e-mailed (only) to the following address:</p> <p>contactcenter@uidai.gov.in</p> <p>(The clarification will be given on the CPP portal only).</p> <p>All email must have “Pre Bid queries: RFP for SELECTION OF AGENCY FOR PROVIDING SECURE QR CODE GENERATION SOLUTION ALONGWITH SOURCE CODE” as subject. The website address is www.uidai.gov.in</p>
	<p>Amount of EMD is Rs. 1,00,000 (INR One Lakh only)</p>

	Tender Fee is not applicable as per GFR, 2017	
	Amount of Performance Bank Guarantee/Performance Security will be 10 % of the value of the contract.	
	Schedule for RFP	
S. No.	Activity	Date
1.	Date of issue of the RFP	30.11.2018
2.	Pre-Bid conference	5.12.2018(11:00 hours)
3.	Last date for submission of written Queries	10.12.2018(till 17:00 hrs)
4.	Date for issue of clarifications	20.12.2018
5.	Bid submission Start Date	21.12.2018
6.	Last date for submission of bids	28.12.2018 (till11:00 hrs.)
7.	Opening of Technical bids(along with pre-qualification sheets)	31.12.2018(11:00 hours)
8.	Opening of Financial offers (1130 hrs.)	-----

PART-III: EVALUATION CRITERIA**1. Pre-Qualification Criteria**

Evaluation of Pre-qualification criteria will be as per the information/ response provided by the bidders against each Pre-qualification criteria along with the relevant supporting documents.

Note: Bidders who do not qualify **Pre-Qualification Criteria(s)** will not be considered for any further processing and are liable to be rejected.

TABLE 1: CRITERIA FOR PRE-QUALIFICATION

1	Name of the Bidder	
2	Mailing address	
3	Telephone and Fax Number	
4	E-mail address	
5	Name and designation of the person authorized to make commitments to UIDAI <i>(Certificate of Authority to be provided)</i>	
6	Year of establishment of firm	
7	Other financial activities of the firm/ company	

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
1.	The Bidder must be a Company registered in India under the Companies Act 1956 / 2013	Copy of Certificate of Incorporation/ Registration		
2.	Average annual turnover of at least Rs 50 Lakh (Rupees Fifty Lakh only) during the previous three financial years (2015-2016, 2016-2017 & 2017-18)	Certified copies of audited financial statements & annual report for the immediately preceding three financial years 2015-2016, 2016-2017, 2017-18.		
3.	The bidder must have filed income tax returns for the three financial years (2015-2016, 2016-2017 & 2017-18)	Certified copies of the ITRs filed by the entity for the three financial years i.e. 2015-2016, 2016-2017 & 2017-18		
4.	The bidder should not be blacklisted or debarred banned from participating or carrying out business with the UIDAI or the Ministry of Electronics & IT or the entire Central Government at the time of the submission of the bid. An undertaking from the bidder, in this regard, should be submitted. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder.	Certificate from the whole-time Company Secretary or Statutory Auditors of the bidder.		

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
5.	The bidder must have valid registration for Service Tax, ESI& EPF, GST etc.	Certificate from the whole-time Company Secretary or Statutory Auditors of the bidder.		
6.	ISO Compliance of QR code (ISO 18004: 2015)	Declaration from the Authorized signatory of the bidder entity.		
7.	The vendor must declare that they have full rights to all the source code to be provided, and there is NO unauthorized copying of source code.	Declaration from the Authorized signatory of the bidder entity.		
8.	The vendor must also declare that if any open source libraries are used as part of the "To Be" provided software/source code, only Apache or MIT licensing schemes are used.	Declaration from the Authorized signatory of the bidder entity.		

Note: Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

2. Technical Evaluation Criteria

Only bidders, who qualify in **Pre-Qualification Criteria(s)** as mentioned in last section above, will be considered for Technical evaluation as per the criteria mentioned below.

A test suite of 100 XML corresponding to **Offline Paperless Local e-KYC** will be used. The tools of each vendor would be run on this input and the following items would be tested:

Mandatory Criteria:

1. Image inserted in QR Code NOT at “medium” error compression will result in disqualification.
2. Output QR code not in XML, Protobuf or other open source format will result in disqualification.

TABLE 2: CRITERIA FOR TECHNICAL EVALUATION

S. N.	Criteria			Max Score	
1.	Image Compression REST API			55	
	1.1	Version 23-26 @ Medium Error Correction		15	
		2KB > Image Size	0		
		3kB > Image Size > =2kB	10		
		Image Size > =3kB	15		
	1.2	Version 40 @ Medium Error Correction		15	
		3KB > Image Size	0		
		4kB > Image Size > =3kB	10		
		Image Size > =4kB	15		
	1.3	Compression Latency (Version 23-26 and Version 40)		15	
		T < 200 ms	15		
		200ms < T < 1s	10		
		1s < T	0		
	1.4	Compression Throughput (Version 23-26 and Version 40)		10	
		>=100 per sec on a single server	10		
		<100 per sec on a single server	0		
2.	QR Code Generation REST API			15	
	2.1	Time taken to generate QR code (Version 23-26 & Version 40)		15	
		T < 200 ms	15		
		200ms < T < 1s	10		
		1s < T	0		
3.	Overall Performance and Quality of the Solution			30	
	3.1	Will be evaluated by UIDAI Technical team based on the Overall Performance & Quality (including user experience & data quality) of the solution in UIDAI test setup.	0 - 30		
Total Marks					100

3. Validation Phase (Before Final Award of Contract)

Post selection of a vendor (i.e. technical evaluation, opening of commercial bid and ranking) there will be a 30 day validation period. During this validation period the following items will be validated by UIDAI designated team:

- Identify license software violation through tools
- VA and secure code review report
- Vendor must fix any identified issues within 5 days
- Build tools from source code to generate applications
- Run application pre-qualification test and reproduce results from the technical evaluation in UIDAI test environment.

- Validate the REST API and the SDK Methods

The Vendor shall provide two Non-Rewritable DVDs(delivered at the address as mentioned in Data Sheet (Part II of Section-II of RFP) on or before bid submission date and time as specified) containing the following:-

S.NO	ITEM	FORMAT
1.	Source Code	Password Protected ZIP folder
2.	SHA 256 Hash of the Source Code Steps to Calculate SHA 256 Hash of the Source Code using Microsoft Utility:- <ul style="list-style-type: none"> • Download the File Hash tool- https://www.microsoft.com/en-in/p/file-hash-md5-sha/9ph9m75qgbcf?activetab=pivot:overviewtab# • Burn the ZIP folder containing the Source Code to the Non-Rewritable DVD • Calculate the SHA 256 hash of the Source Code present in the DVD using File Hash tool • Write the generated Hash to an Excel file <Vendor_Name>SourceCode_Hash.xls 	To be Included in Excel Sheet(ANNEXURE VI of RFP)
3.	Password of the Non- Rewritable DVD containing the Source Code and excel file containing SHA 256 hash of source code.	Sealed Envelope (ANNEXURE VI of RFP)

Note: The highest Ranked Bidder, only if satisfies all the criteria of validation phase, will get award of the contract. Otherwise, UIDAI will go to the next highest Ranked bidder for 30 days “validation” and so on.

4. Knowledge Transfer (During Final Award of Contract)

Post selection of a vendor (i.e. technical evaluation, opening of commercial bid and ranking and successful completion of validation phase) the service provider is expected to give knowledge transfer and training sessions to UIDAI technical team. During these training session (s) the service provider shall provide with the following documents:-

- Technical Manual (Functional Requirement Specification, Technology Stack)
- Software Source Code build process
- Usage Instructions
- Instructions for troubleshooting
- Deployment Diagram
- License specifications of libraries used
- API specification along with endpoints, sample response, error codes.

The training sessions provided by the Service Provider shall cover the following aspects:-

- Code walkthrough
- Known bug/ issue fixes
- End to End process flow

During this knowledge transfer period the documents provided will validated for their correctness by UIDAI designated team.

PART-IV: EVALUATION AND SELECTION PROCESS

1. EVALUATION OF PROPOSALS

The evaluation of the proposal will be done in following parts:

1. **Preliminary Scrutiny:** Each proposal will be scrutinized by a Screening Committee of UIDAI to determine whether the documents have been properly signed, all relevant papers submitted and the proposal is in order. Proposals not conforming to such requirements will be prima facie rejected.
2. **Pre-Qualification:** The minimum Pre-qualifying criteria mentioned in RFP will need to be met to be considered for technical evaluation.
3. **Technical Evaluation:** Only bidders, successful at Pre-Qualification Stage shall be considered for technical evaluation. Based on the 'Technical Evaluation Parameters' as defined in RFP, points shall be awarded and Total Technical Score (TTS) will be computed for each bidder.
4. **Commercial Bid Opening:** The commercial bids of the ONLY top 3 bidders at technical evaluation stage, i.e. who scored higher Total Technical Score (TTS) during technical evaluation, will be opened.

NOTE:

- a. In case the total number of bidders eligible for technical evaluation are THREE, commercial bids of only top 2 (technical score) will be opened.
- b. The RFP shall use the QCBS method and Final QCBS score (FS) for a bidder will be calculated by giving 80% weight-age to Technical Score and 20% weight-age to commercials.
- c. The Lowest evaluated commercial Proposal (F_m) will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated below:

$$S_f = 100 \times F_m / F ,$$

in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

- d. Bids will be ranked according to their combined Technical Score S_T and Financial Score S_F using the weights (T = weight given to technical bid; C = weight given to commercial bid)
- e. **Total Score (T_s)** for each bid shall be computed as follows:

$$T_s = S_T * T(80\%) + S_F * C(20\%)$$

2. SELECTION OF FIRMS

1. Based on Final QCBS Score, the bidders will be ranked.
2. The highest Ranked Bidder, before award of contract, will have to go through 30 days validation period as mentioned in evaluation criteria section.
3. The highest Ranked Bidder, only if satisfies all the criteria of validation phase, will be award the contract. Otherwise, UIDAI will go to the next highest Ranked bidder for 30 days “validation” and so on.

PART-V: INSTRUCTIONS ON BID PREPARATION AND DOCUMENTS

1. ONLINE BIDS SUBMISSION PROCESS

The bid shall be submitted Online (complete in all respect). It must be uploaded on <https://eprocure.gov.in/eprocure/app> in two packets i.e. Two Bid system (technical bid and commercial bid), and bidder must follow the procedure as detailed in **Part-I of Section II of the RFP (General)**.

1. The bid shall be submitted online, the Signed and Scanned copy of all the required documents in
 - a. Packet-1 having 2 parts, viz.
 - Part I – Prequalification sheets (Checklist with Y/N as mentioned in the RFP + Supporting Documents) + EMD+ Copy of list of documents as per **Annexure-VII**
 - Part II - Technical Bid Submission (All the supporting documents as required in RFP)
 - b. Packet-2 having viz.
 - Part I - Financial Bid Submission (Covering letter for financial bid and Financial Bid Form as per **Annexure-I** and **Annexure-II** of **Section V**)
 - Part II - Schedule of price bid in the form of BOQ_XXXX.xls
2. All the pages of bid being submitted must be signed by the authorized signatory and sequentially numbered by the bidder irrespective of nature of content of the documents and must contain the list of contents with page numbers before uploading. All the files mentioned above should be in .pdf format except for the BoQ which should be .xls format.
3. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter. Original Instruments for EMD (**as per Bank Guarantee Format in Annexure**) and **DVD containing executables of QR code solution (2 set) and another set of DVD containing source code of QR code solution in password protected form (2 set)** must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the Data Sheet (**Part II of Section-II of RFP**)

2. FINANCIAL BID FORMS

1. The bidder shall quote the price (**including all other applicable charges incidental to the service**) as per the Scope of Work given in **Section III**. However the taxes shall be excluded from the cost for the purpose of evaluation. Taxes should be mentioned separately in the financial bid format provided in the RFP.
2. Bidder must quote only one cost. Cost shall be provided up to two decimal places.
3. Bidder shall also separately mention all the statutory taxes, levies, duties etc.. The 'Cost' should be exclusive of all taxes, such as, but not limited to GST, duties, fees, levies etc.
4. Financial Bids which are not submitted as per the Financial Bid Forms shall be summarily rejected.
5. Any conditional bids shall also be summarily rejected during the evaluation of the financial bids.

SECTION-III: SCOPE OF WORK

PART-I: SCOPE OF WORK

Selected vendor should provide a readymade solution / application / APIs for generating Secure QR Code for UIDAI. This Includes:

REST API(s) to generate QR code from the provided input XML

- Image Compression API
 - Input:
 - Original XML
 - QR code version
 - Output: Compress image (JPEG)
 - Photograph can be cropped to include only the face
 - Photo Print Size: 0.75 inch x 1 inch

- QR code Generation API
 - Input:
 - Signed XML including the compressed image
 - QR code version
 - Encryption password
 - Output:
 - QR code should be readable by standard QR code reader
 - Data Format: Protobuf

 - QR code should be compliant to the latest ISO standard for QR code
 - Physical Size of QR Code
 - 2.5 inch x 2.5 inch (Version 26)
 - 4 inch x 4 inch (Version 40)

Other Important Points:

- a. Signed XML (used as input), apart from image, may contain other demographic data of resident like Name, Address (Alphanumeric), DoB , Gender, UID / Aadhaar Number (Masked), Mobile, Email etc.
- b. All the QR code data (text, image etc) should be stored in the QR code for **offline verification** without connecting to a backend.
- c. The data stored in QR code should be protected using digital signature.
- d. API Integration and customization with UIDAI current backend system.
- e. Vendor should provide **JAVA** source code for all above applications and SDK and the procedure to build the application from the source code.
- f. Vendor should provide all required knowledge transfer, training and project related technical / functional documents as part of overall deliverables to UIDAI.
- g. Vendor will **support (On Call) source code for a period of 1 year** to provide any functional bug fixes and vulnerabilities found.

PART-II: INFORMATION SECURITY GUIDELINES

1. Vendor application shall be tested for security against UIDAI standards and OWASP top 10, SANS top 25 vulnerabilities and reports shall be available for reference.
2. Vendor should conduct a test of the application to ensure that it meets all the functionalities mentioned in the RFP and functions as per the requirement.
3. Vendor should ensure that the APIs / applications execute proper error handling so that errors will not provide detailed system information, deny service, impair security mechanisms, or crash the system.
4. Vendor application should provide security in compliance with the UIDAI security requirements to protect the confidentiality, integrity, and availability of the information systems.

PART-III: SERVICE LEVEL AGREEMENTS**PART-I: SERVICE LEVEL AGREEMENTS (SLAs)**

Service Level Agreement is to clearly define the levels of Product / service which shall be provided by the selected vendor to UIDAI.

The SLAs mentioned in this section makes explicit the expectations that UIDAI has for performance, from the selected Vendor, helps UIDAI control the deliverables, agreed levels and performance of the vendor.

Total SLA penalty applicable shall be capped at 10% of the contract value.

Sl. No.	Deliverable	Definition	Measurement Criteria	Timeline	Penalty
1.	Delivery of Product component as defined under section II > Part I > Definition > g(I) (Except Knowledge Transfer / Training)	Delivery of Product component as defined under section II > Part I > Definition > g(I)	Within 0 days from the date of signing the contract between the Purchaser and the vendor	<p>Within 0 days from the date of signing the contract between the Purchaser and the vendor</p> <p>Delay of each week (or part of a week) from the date of signing the contract between the Purchaser and the vendor</p>	<p>Nil</p> <p>0.5% of the total cost of the Product component as defined under section II > Part I > Definition > g(I)</p>

Sl.	Deliverable	Definition	Measurement	Timeline	Penalty
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No.			Criteria		
2.	Delivery of Product component as defined under section II > Part I > Definition > g(I) (Knowledge Transfer / Training)	Delivery of Product component as defined under section II > Part I > Definition > g(I)	Within 30 days from the date of signing the contract between the Purchaser and the vendor	Within 30 days from the date of signing the contract between the Purchaser and the vendor	Nil
				Delay of each week (or part of a week) from the date of signing the contract between the Purchaser and the vendor	0.5% of the total cost of the Product component as defined under section II > Part I > Definition > g(I)

Sl. No.	Deliverable	Definition	Measurement Criteria	Timeline	Penalty
3.	Delivery of Product component as defined under section II > Part I > Definition > g(II) (On call Support)	Delivery of Product component as defined under section II > Part I > Definition > g(II)	Response from vendor within 2 working days reporting the incidence/ issue.	Response from vendor within 2 working days reporting the incidence/ issue.	Nil
				Delay of each day beyond 2 working days of reporting the incidence/ issue.	Rupees 500 per day of delay

SECTION-IV : GENERAL AND SPECIAL CONDITIONS OF CONTRACT

1. GENERAL CONDITIONS OF CONTRACT

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in India.</p> <p>(b) “Purchaser” means the entity purchasing the services under this Contract</p> <p>(c) “Contract” means the Agreement entered into between the Purchaser and the vendor, together with the contract document referred to therein including all the attachments, appendices , annexure and all documents incorporated by reference therein.</p> <p>(d) “GC” means these General Conditions of Contract (Part-I of Section IV).</p> <p>(e) “Contract Price” means the price to be paid for the delivery of the product, in accordance with Clause 6 of GC, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract</p> <p>(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1 of GC.</p> <p>(g) “Government” means the Government of India.</p> <p>(h) “Party” means the Purchaser or the Vendor, as the case may be, and “Parties” means both of them.</p> <p>(i) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>(j) “SC” means the Special Conditions of Contract (Part-II of Section IV) by which the GC may be amended or supplemented.</p> <p>(k) “Bidder” means the entity bidding for the services under the Contract.</p> <p>(l) “Resident” means resident of India.</p> <p>(m) “UIDAI” means Unique Identification Authority of India.</p> <p>(n) “In writing” means communication in written form with proof of</p>
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	receipt.
1.2 Relationship between the Parties	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Vendor. The Vendor, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
1.3 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
1.4 Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.5 Notices	<p>a) Any notice, request or consent required or permission to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC or when sent to such party at the email address specified by the party in the SC.</p> <p>b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC</p>
1.6 Location	The Services shall be performed at such locations, as the Purchaser may approve.
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by the officials specified in the SC .
1.8 Taxes and Duties	<p>(a) The Vendor and their Personnel shall pay all such direct and indirect taxes, duties, fees and other impositions levied under the Applicable Laws of India.</p> <p>(b) The Bidder may be subject to taxes, such as, but not limited to GST, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. The quoted cost in the financial bid shall be exclusive of all such taxes. Such taxes shall be quoted separately.</p>

	<p>(c) If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/Vendor as the case may be.</p>
<p>1.9 Fraud and Corruption</p>	
<p>1.9.1 Definitions</p>	<p>It is the Purchaser’s policy to require that the Purchaser as well as Vendors observe the highest standard of ethics during the selection and execution of such contracts. If In pursuance of this policy, the Purchaser defines, for the purpose of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution; (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser; (iii) “collusive practices” mean a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels; (iv) “coercive practices” mean harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract; (v) “unfair trade practices” mean supply of Product/Services different from what is ordered on, or change in the Scope of Work which was agreed to;
<p>1.9.2 Measures to be taken by the Purchaser</p>	<ul style="list-style-type: none"> (a) The Purchaser may terminate the contract if it determines at any time that representatives of the Vendor were engaged in corrupt, fraudulent, collusive, coercive or unfair trade practices during the selection process or the execution of that contract, without the Vendor having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation; (b) The Purchaser may also sanction against the Vendor, including declaring the Vendor ineligible, either indefinitely or for a stated

	<p>period of time, to be awarded a contract if it at any time determines that the Vendor has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or unfair trade practices in competing for, or in executing, the contract.</p>
<p>1.9.3 Commissions and Fees</p>	<p>Purchaser will require the successful Vendor to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.</p>
<p>1.10 Interpretation</p>	<p>In this Contract unless a contrary intention is evident:</p> <ul style="list-style-type: none"> (a) the clause headings are for convenient reference only and do not form part of this Contract; (b) unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses; (c) unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time; (d) a word in the singular includes the plural and a word in the plural includes the singular; (e) a word importing a gender includes any other gender; (f) a reference to a person includes a partnership and a body corporate; (g) reference to legislation includes legislation repealing, replacing or amending that legislation; (h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings; (i) Words/terms not defined in this Contract shall have the meaning assigned to it under the Aadhaar Act 2016. In the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract	This Contract shall come into effect as may be stated in the SC . The date, the Contract comes into effect is defined as the Effective Date .
2.2 Termination of Contract	
2.2.1 Termination of Contract for Failure to Become Effective	If this Contract has not become effective within such time period as specified in the SC, Purchaser through a written notice to the other Party, may declare this Contract to be null and void and award the contract to next lowest bidder.
2.2.2 Termination of Contract subject to necessary approvals	Notwithstanding the duration of the contract stated in GC 2.4, UIDAI, reserves the right to terminate the contract at any time without prejudice or liability.
2.3 Commence ment of Services	As specified in the SC .
2.4 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.2 hereof, this Contract shall expire at the end of such time period, after the Effective Date or after the agreed volume/quantity has been delivered, as specified in the SC.
2.5 Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
2.6 Modifications or Variations	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>b) In cases of substantial modifications or variations, required by the Vendor, the prior written consent of the Purchaser is required.</p>
2.7 Force Majeure	

<p>2.7.1 Definition</p>	<p>a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
<p>2.7.2 No Breach of Contract</p>	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
<p>2.7.3 Measures to be Taken</p>	<p>a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during</p>

	<p>which such Party was unable to perform such action as a result of Force Majeure.</p> <p>d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Vendor, upon instructions by the Purchaser, shall either:</p> <p>(i) immobilize,; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Vendor shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.</p> <p>e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.</p>
<p>2.8 Suspension</p>	<p>The Purchaser may, by written notice of suspension to the Vendor, suspend all payments to the Vendor hereunder if the Vendor fails to perform any of its obligations under this Contract, including the delivery of the product / carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Vendor to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Vendor of such notice of suspension.</p>
<p>2.9 Termination</p>	
<p>2.9.1 By the purchaser</p>	<p>The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this Clause GC 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days' written notice of termination to the Vendor.</p> <p>(a) If the Vendor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.</p> <p>(b) If the Vendor becomes (or, if the Vendor consists of more than one entity, if any of its Members becomes and which has substantial bearing on delivery of the product / providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Vendor, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the</p>

	<p>Contract.</p> <p>(d) If, as the result of Force Majeure, the Vendor are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Vendor submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</p> <p>(f) If the Vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>(g) If the Vendor fails to provide the quality product / services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one chance to the Vendor to improve the quality of the services.</p> <p>(h) If the Vendor has been blacklisted by the UIDAI or disqualified for any reason.</p> <p>(i) If the Vendor fails to fulfill its obligations under Clause G.C 3.3 hereof.</p> <p>(j) If the Vendor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(k) In the event of Vendor found :</p> <p>(1) Sub-contracting of work/services without the prior written approval of UIDAI.</p> <p>(2) Provided incorrect information to UIDAI.</p> <p>(3) Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.</p> <p>l) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>m) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Vendor shall be liable to the Purchaser for any additional costs for such similar Product / services. However, the Vendor shall continue performance of the Contract to the extent not terminated.</p>
<p>2.9.2 By the Vendor</p>	<p>The Vendors may terminate this Contract, by not less than thirty (30) days' written notice to the Purchaser, such notice to be given after the</p>

	<p>occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:</p> <p>(a) If the Purchaser fails to pay any money due to the Vendor pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Vendor that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than thirty (30) days.</p> <p>(c) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(d) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Vendor may have subsequently approved in writing) following the receipt by the Purchaser of the Vendor's notice specifying such breach.</p>
<p>2.9.3 Cessation of Rights and Obligations</p>	<p>Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:</p> <ul style="list-style-type: none"> (i) such rights and obligations as may have accrued on the date of termination or expiration; (ii) the obligation of confidentiality set forth in Clause GC 3.4 hereof; (iii) the Vendor's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof; and (iv) any right which a Party may have under the Law.
<p>2.9.4 Payment upon Termination</p>	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Purchaser shall make the following payments to the Vendor:</p> <p>(a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (g), (i), k(1) to K(3) and l or 2.9.2, remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c), (e), (f), (h), (j), the Vendor shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to</p>

	the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Vendor will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.
2.9.5 Disputes about Events of Termination:	If either Party disputes whether an event specified in Clause GC 2.9.1 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE VENDOR

3.1 Standard of Performance	The Vendor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology with safe and effective equipment, men, machinery, materials and methods. The Vendor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.
3.2 Vendors Not to Benefit from Commissions, Discounts, etc.	The payment of the Vendor pursuant to Clause GC 6 shall constitute the Vendor's only payment in connection with this Contract or the Services, and the Vendor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Vendor shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.
3.3 Prohibition of Conflicting Activities	<p>The Vendor and their Personnel shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.</p> <p>a) The Vendor shall protect from unauthorized access, loss or damage and also keep safe, secure and confidential all demographic information, all documents, data and information of any nature provided to the Vendor for the discharge of services.</p>

	<p>b) The Vendor shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from UIDAI, other than required for discharge of services.</p> <p>c) The Vendor shall not give access to the information or data collected and received from UIDAI in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by UIDAI.</p>
<p>3.4 General Confidentiality</p>	<p>Except with the prior written consent of the Purchaser, the Vendor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from UIDAI in the course of the Services, nor shall the Vendor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Breach of the obligation of confidentiality may invite action as per the Aadhaar Act 2016 or as other laws as applicable.</p>
<p>3.5 Accounting, Inspection and Auditing</p>	<p>a) The Vendor shall:</p> <p>(i) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and</p> <p>(ii) periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser. The Audit expenses shall be borne by the Vendor.</p> <p>b) The Purchaser shall have the right to carry out inspection checks, audits of the Vendor's premises and/ or locations, facilities, or point of delivery of services performed under this contract.</p> <p>c) The Purchaser shall have the right to carry out scheduled/ un-scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Vendor.</p> <p>d) If a third party audit is conducted at the instance of Vendor, the cost of audit will be borne by the Vendor.</p>

3.6 Sub- contracting	The Vendor shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval of the Purchaser.
3.7 Reporting Obligations	The Vendor shall submit to the Purchaser the reports and documents specified in RFP, in the form, in the numbers and within the time periods as agreed or required or demanded by UIDAI.
3.8 Rights of Use	All rights of use of any process, product, service, or data developed, generated, or collected, received from UIDAI or any other task performed by the Vendor under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Vendor shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.
3.9 Safety & Security of Data, Premises, Location/ site	<p>(a) The Data, Information, documents etc provided by the Purchaser to the Vendor is the property of the Purchaser. The Vendor shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.</p> <p>(b) The Vendor shall not use the information, the name or the logo of the Purchaser and or Government of India except for the purposes of providing the product/services as specified under this contract.</p> <p>(c) The Vendor shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser.</p> <p>(d) The Vendor shall follow the Security Guidelines issued by UIDAI.</p> <p>(e) Data Retention period shall be defined and reviewed for adequacy at least every three months jointly by the Purchaser and the Vendor.</p> <p>(f) Certificate of 'Data deletion' to be provided by the Vendor, at the time of raising periodic bills.</p> <p>(g) The Vendor would be governed by the provisions of the Law of the Land, including but not limited to the IT Act, the Aadhaar Act and other relevant Acts.</p> <p>(h) The Purchaser reserves the right to carry out third party Audits of the Vendor to ensure compliance of stated and implicit requirements.</p> <p>(i) The rogue behavior of the employees of Vendor shall fall under the</p>

	'Unlimited liability' to the Vendor.
3.10 Equipment & Materials Provided by the Vendors	Equipment or materials brought into India by the Vendor and the Personnel and used either for the Project or personal use shall remain the property of the Vendor or the Personnel concerned, as applicable.
3.11 Intellectual Property Rights (IPR)	The intellectual property rights to all the outputs, deliverables, data, and reports developed for delivery of product / during the execution of this Contract shall remain sole property of the Purchaser.
3.12 Assignment	The Vendor shall not assign, in whole or in part, any of their obligations under this Contract.

4. VENDOR'S PERSONNEL

4.1 General	The Vendor shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.
4.2 Project Manager	If required by the Purchaser, the Vendor shall ensure that at all times during the Vendor's performance of the Services a Project Manager, acceptable to the Purchaser, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE PURCHASER

5.1 Assistance and exemptions	<p>Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall:</p> <p>(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate in its opinion for the prompt and effective implementation of the Services.</p> <p>(b) Provide to the Vendor and Personnel any such other assistance as may be required in its opinion specified in the SC.</p> <p>(c) The Purchaser may exempt the penalties, which are applicable on the basis of SLAs and levied on the monthly bills, on the written justifications provided by the Vendor.</p>
5.2 Change in the applicable Law	a) The Vendor and their Personnel shall pay taxes, duties, fees, and other impositions levied under the Applicable Laws of India.

related to Taxes and Duties	b) The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser or Vendor, as the case may be.
5.3 Payment	In consideration of the delivery of the product / Services performed by Vendor under this Contract, the Purchaser shall make to the Vendor such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. PAYMENTS TO THE VENDOR

6.1 Payment for Services	<p>(a) The Vendor shall be paid, as per the 'Discovered Cost' for carrying out/delivery of Product/ services as enumerated in RFP.</p> <p>(b) The amount payable shall be finalized after taking into account the Penalties and Exemptions, if any applicable.</p> <p>(c) The 70% of the Discovered Cost of the Product, for component as defined under Section II > Part 1> Definitions > g(I), shall be provided at the signing of Contract and delivery of mentioned product component.</p> <p>(d) The remaining 30% of this component shall be paid after 2 months from the signing of contract and delivery of mentioned product component OR generation of 5 Cr QR codes using Product, whichever is earlier.</p> <p>(e) The payment, for component as defined under Section II > Part 1> Definitions > g(II), shall be released as equated quarterly for the duration of 4 quarters (12 months) from the date of signing of contract. The quarterly payment shall be made subject to fulfilling of On Call Support requirements as specified in RFP.</p>
6.2 Currency of Payment	All payments shall be made in Indian Rupees (INR)
6.3 Terms of Payment	<p>The payments in respect of the Product/Services shall be made as follows:</p> <p>a) The Vendor shall submit the invoice for payment when the payment is due.</p> <p>b) The invoices submitted and SLAs imposed will be verified by UIDAI's technical partners.</p> <p>c) In the event of any wrong payment to Vendor, the difference shall be adjusted in the subsequent payments.</p>

	<p>d) All payments under this Contract shall be made to the accounts of the Vendor specified in the SC.</p> <p>e) In case of early termination of the contract, the payment shall be made to the Vendor as mentioned here with: Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Vendor shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the specified rate/s.</p>
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7. GOOD FAITH

7.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
7.2 Operation of the Contract	The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	Performance of the contract is governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
8.2 Arbitration	(a) Any dispute between the Parties arising out or in connection with this

	<p>contract or in respect of any defined legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to arbitration under the Arbitration and Conciliation (Amendment) Act, 2015 to be decided by a sole arbitrator. The authority to appoint the arbitrator(s) shall be the International Centre for Alternate Dispute Resolution. The International Centre for Alternate Dispute Resolution will provide administrative services in accordance with the Arbitration and Conciliation (Amendment) Act, 2015 and the parties shall consent to the same.</p> <p>(b) The arbitration proceedings shall be held at New Delhi, India and language used in this proceedings shall be English.</p> <p>(c) The decision of Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties.</p> <p>(d) The decision to continue performance of their respective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings.</p> <p>(e) the parties shall use their best endeavors to procure that the decision of the arbitrator is given within a period of six months or as early as is possible after it has been demanded.</p> <p>(f) The courts in New Delhi, India shall have exclusive jurisdiction in relation to this contract including this clause.</p> <p>(g) All fees pertaining to arbitration proceedings shall be borne by the parties equally.</p> <p>(h) all other costs incurred by the parties shall be borne by the respective parties.</p>
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9. LIQUIDATED DAMAGES

<p>9.1 Definition</p>	<p>The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages, the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.</p>
<p>9.2 Limitation</p>	<p>The amount of liquidated damages for delay in delivery of Product/services under this Contract shall not exceed the Contract Price.</p>
<p>9.3 Applicability</p>	<p>(a) The liquidated damages shall be applicable as per the details and to</p>

	<p>the extent as given in Section-IV</p> <p>(b) Also, the Vendor is liable to the Purchaser for payment of penalty as specified in the SLA</p> <p>(c) If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements within 14 days of being informed by the Purchaser, the Purchaser shall be free to impose penalty as specified in the contract. In addition, the Purchaser shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Vendor.</p> <p>(d) This would be in addition to penal penalties as per the Aadhaar Act 2016 in case of breach of the same.</p>
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10. ADHERENCE TO RULES & REGULATIONS

<p>10.1 Adherence to Safety Procedures, Rules, Regulations & Restrictions</p>	<p>(a) The Vendor shall comply with the provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Vendor shall abide by these laws.</p> <p>(b) Access to the data centre/ data processing sites and Purchaser’s locations shall be restricted to only essential personnel belonging to the Vendor who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Purchaser. The Vendor shall maintain a log of all activities carried out by each of its personnel.</p> <p>(c) The Vendor shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Vendor shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.</p> <p>(d) The Vendor shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof) and Aadhaar Act, 2016.</p> <p>(e) The Vendor shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal</p>
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	<p>situations.</p> <p>(f) The Vendor shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.</p>
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11. LIMITATION OF LIABILITY

<p>11.1 Limitation of Liability</p>	<p>Except in case of gross negligence or willful misconduct:</p> <p>(a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Vendor to pay liquidated damages to the Purchaser; and</p> <p>(b) The aggregate liability of the Vendor to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Vendor to indemnify the Purchaser with respect to patent infringement or any third party claims .</p> <p>(c) The Purchaser shall not be liable to the Vendor in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per Clause 2.2 of GC of this contract.</p>
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12. MISCELLANEOUS PROVISIONS

<p>12.1 Miscellaneous Provisions</p>	<p>(i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(ii) The Vendor shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>(iii) The Vendor shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this Contract.</p> <p>(iv) The Vendor shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other</p>
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	<p>third Party resulting from or by any action, omission or operation conducted by or on behalf of the Vendor</p> <p>(v) The Vendor shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Vendor, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>(vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>(vii) All materials provided to the Purchaser by bidder are subject to Country and STATE public disclosure laws such as RTI etc.</p> <p>(viii) The Vendor shall not make or permit to be made a public announcement or media release about any aspect of the Contract or any activity related to UIDAI without a written consent from the Purchaser.</p>
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PART-II : SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SC) shall supplement the General Conditions of Contract (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

(Clauses in brackets { } are optional; all notes should be Deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses are:</p> <p>Purchaser: Chief Executive Officer Attention: Assistant Director General- Logistics & CRM Unique Identification Authority of India 6th Floor, UIDAI Head Quarters Building, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001</p> <p>Facsimile: _____ E-mail: _____ Vendor: _____ Attention: _____ Facsimile: _____ E-mail (mandatory): _____</p>
1.6	<p>The Services shall be carried out at the site/s as agreed to and approved by the Purchaser.</p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Purchaser: Assistant Director General- Logistics & CRM Unique Identification Authority of India Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001</p> <p>For the Vendor: _____</p>
2.1	<p>The effective date of the Contract: Date of Signing of the contract by both parties which is 15 days from Notification of award</p>
2.3	<p>The date for the commencement of Services: The signing of the contract between the Purchaser and the Vendor.</p>
2.4	<p>The tenure of the contract shall be: 1 year</p>

<p>3.5</p>	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Vendor or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988; (b) Third Party liability insurance, with a minimum coverage of the value of the contract (c) Professional liability insurance, with a minimum coverage of the value of the contract (d) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Vendor and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Vendor's property used in the performance of the Services, and (iii) any outputs prepared by the Vendor in the performance of the Services.
<p>6.2</p>	<p>The amount shall be in Indian Rupees (INR)</p>
<p>6.3</p>	<p>General terms and conditions of Payment Schedule</p> <ul style="list-style-type: none"> 1) All undisputed and eligible payments shall be made by the Purchaser in favour of the Vendor. 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. 3) Vendor shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same. 4) Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by Vendor is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Vendor, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract. 5) All payments under this Contract shall be made to the account of the Vendor with (Bank & A/c No.): _____ 6) Power to levy penalty: Notwithstanding anything in the RFP, if in the opinion of the Purchaser, any product or work done or service rendered by Vendor is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to levy penalties as per the service levels defined. These powers to levy penalties shall be without prejudice to any other power/ right of the purchaser under this contract.

8.2	The Arbitration proceedings shall take place in New Delhi in India and cost of Arbitrator / Arbitration to be borne by parties themselves.
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SECTION-V : ANNEXURES AND APPENDICES

ANNEXURES:

- I. Financial Bid Covering Letter
- II. Financial Bid Form
- III. Standard Contract Form
- IV. Form of Performance Bank Guarantee Bond
- V. Form of Bank Guarantee for EMD
- VI. Source Code Validation
- VII. List of Documents Submitted

ANNEXURE I: Financial Bid Covering Letter

(To be submitted on the Letter head of the applicant)

To,

(Address)

Ref: Request for Proposal (RFP) Notification No. _____ dated _____

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notified vide F.No. _____ dated _____ for UIDAI, in full conformity with the said RFP document.
2. We, the undersigned, offer to provide services to UIDAI in accordance with your RFP.
3. We have read the provisions of the RFP document, confirm our acceptance for the same and we are hereby submitting our Financial Bid.
4. We agree to abide by this RFP, consisting of this letter, financial bid and all requisite supporting documents, for a period of 180 days from the closing date fixed for submission of bid as stipulated in the RFP document.
5. We would like to declare that we are not under a declaration of ineligibility for corrupt or fraudulent practices anywhere in India.
7. We hereby declare that we have not been charged with any fraudulent activities by any Central/State/UT Government.
8. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
9. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its amendments.
10. We understand that UIDAI is not bound to accept any bid received in response to this RFP.

11. In case we are engaged by UIDAI for delivery of the product/services, we shall provide any assistance/cooperation required by UIDAI/auditing agencies appointed by it/UIDAI officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
13. In case we are engaged as a Vendor, we agree to abide by all the terms & conditions of the Contract that will be issued by UIDAI.
14. The financial bid includes the cost of the product defined as per the 'Scope Of Work' and 'SLAs' defined in this RFP.
15. We already have the technical and financial capability in India for carrying out the Delivery of the product /services as detailed in the 'Scope of Work'.
16. Our correspondence details with regard to this RFP are:

No.	Information	Details
1.	Name of the Contact Person	
2.	Address of the Contact Person	
3.	Name, designation and contact address of the person to whom all references shall be made regarding this RFP	
4.	Telephone number of the Contact Person	
5.	Mobile number of the Contact Person	
6.	Fax number of the Contact Person	
7.	Email ID of the Contact Person	
8.	Corporate website URL	

17. We also understand that in case of deficiencies in our Product/services as per the requirement of RFP, UIDAI reserves the right to allocate our volume of work, in full or in part, to other Vendor for a limited period or on permanent basis.

Yours sincerely,

Signature of Authorized Signatory [*In full as well as initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

ANNEXURE II: Financial Bid Form

Reference: RFP document F.No. _____ Dated _____

Financial Bid indicating the **Cost FOR PROVIDING SECURE QR CODE GENERATION SOLUTION ALONGWITH SOURCE CODE (The “Product”)**, which will be charged to UIDAI (exclusive of all statutory taxes and duties etc.) for the Product/services required by the UIDAI, is given in Table below. All taxes GST, duties, fees, levies etc has also been quoted separately as per the format provided.

Item #	All activities related to below mentioned service/ item	Cost (in Rs.) upto two decimal places (exclusive of all taxes)	Taxes	Total cost (Inclusive of taxes)
(A)	(B)	(C)	(D)	(E)
Item #1	The QR Code Generation Solution, Source Code, Knowledge Transfer, Training and related documentation as defined in SOW Ref: Section II > Part I > Definition > g(I)	C1=(cost)		
Item #2	One year on call support Ref: Section II > Part I > Definition > g(II)	C2=(cost)		
	Cost Value (in Rupees)	Cost(C) =C1+C2	Subtotal= XX	Cost with taxes =XXX

2. The cost is inclusive of all the activities related to, but not limited to the requirements and services given in '**Scope of Work**' Section of RFP.

Yours sincerely,

Signature of Authorized Signatory : _____

Name and Title of Signatory : _____

Name of Firm : _____

Address : _____

ANNEXURE III: Standard Contract Form

THIS AGREEMENT is made at New Delhi on this _____ day of _____ 20__:

BETWEEN

Unique Identification Authority of India (UIDAI) a statutory body of Government of India, acting on behalf of CEO of UIDAI, having its office at Unique Identification Authority of India, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001 (hereinafter called **“the Purchaser/ UIDAI”**) which expression shall unless repugnant to the context thereof include his successors, heirs, representatives, administrators and permitted assigns, represented by its Assistant Director General who is duly authorized to execute this Contract being the Party of the FIRST PART;

AND

_____ having its registered office at _____ (hereinafter called **“the Vendor”**) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the OTHER PART.

Purchaser and **Vendor** are collectively referred to as the **“Parties”** or individually referred to as a **“Party”** as the context may require.

WHEREAS, the Purchaser had invited bids for certain Services, viz., **“RFP for SELECTION OF AGENCY FOR PROVIDING SECURE QR CODE GENERATION SOLUTION ALONGWITH SOURCE CODE”** vide their bid document number F.No. _____ dated _____.

AND WHEREAS, various applications were received pursuant to the said bid.

AND WHEREAS, the Purchaser has accepted the said Bid by the Vendor for the supply of those Product / Services as per the following rates exclusive of all statutory taxes (hereinafter **“the Contract Price”**).

AND WHEREAS, vide a Letter of Intent dated _____, the Purchaser agreed to place order for ‘RFP for SELECTION OF AGENCY FOR PROVIDING SECURE QR CODE GENERATION SOLUTION ALONGWITH SOURCE CODE’ as per the rates given below:

Item	Rate in INR (in figures)	Rate in INR (in words)
PROVIDING SECURE QR CODE GENERATION SOLUTION ALONGWITH SOURCE CODE		
Cost		

And in pursuance of having accepted the said bid, the Parties have agreed to enter into this Agreement. The Parties understand that all the conditions of the RFP, its amendments and clarifications issued, including those on allocation and re-allocation of volume, will be binding on both the parties.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
- The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) RFP for SELECTION OF AGENCY FOR PROVIDING SECURE QR CODE GENERATION SOLUTION ALONGWITH SOURCE CODE
 - b) Performance Bank Guarantee Bond
 - c) Acceptance letter of the bidder dated _____
 - d) Duly signed notification of Award dated _____
 - e) Amendments and clarifications issued
- The mutual rights and obligations of the Purchaser and the Vendor shall be as set forth in the Contract, in particular:
 - a) the Vendor shall carry out the delivery of the product/Services in accordance with the provisions of the Contract; and
 - b) the Purchaser shall make payments to the Vendor in accordance with the provisions of the Contract.
- The Vendor has already submitted a Contract Performance Guarantee amounting to Rs. _____/- (Rupees in words) which would be valid for 90 days beyond the one year of period of contract.
- The services shall be carried out at the site / premises at _____ India as agreed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For/on behalf of (Unique Identification Authority of India (UIDAI))

Assistant Director General
Unique Identification Authority of India (UIDAI),
Ministry of Electronics & IT,
Government of India (GoI)

[Authorized Representative]

For/ on behalf of *[name of Vendor]*

M/s

[Name & position]

Authorized Representative]

ANNEXURE IV: FORM OF PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

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

Ref..... Bank Guarantee No.....

Date.....

To

Unique Identification Authority of India

Ministry of Electronics & Information Technology (MeitY),

Bangla Sahib Road, Behind Kali Mandir,

Gole Market, New Delhi – 110001

Dear Sir,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology (MeitY), Government of India, on behalf of the CEO, UIDAI on behalf of the Authority, (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Vendor, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the Vendor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).
2. We.....(Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Vendor merely on a demand from the Purchaser. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Vendor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.
3. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the

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

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

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....2019 at.....

WITNESS

..... (Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Designation with Bank Stamp)

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

ANNEXURE V: BANK GUARANTEE FOR EMD

(To be Stamped in accordance with Stamp Act)

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

Ref.....

Bank Guarantee No.....

Date.....

To

Unique Identification Authority of India
Ministry of Electronics & Information Technology (MeitY),
Bangla Sahib Road, Behind Kali Mandir,
Gole Market, New Delhi – 110001

Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No..... M/s having its Registered/Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid upto on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the Bank at (local address) having our Head office at guarantee and undertake to pay immediately on demand by Unique Identification Authority of India (UIDAI), the amount of(in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s)/Vendor(s).
4. Notwithstanding anything contained hereinabove:
 - a. Our liability under this guarantee is restricted to Rs. (in words & figures).
 - b. This Bank Guarantee will be valid upto; and
 - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....2018.....at.....

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

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

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Dated.....

ANNEXURE VI: SOURCE CODE VALIDATION

(To be submitted on the Letter head of the applicant)

To,

(Address)

Ref: Request for Proposal (RFP) Notification No. _____ dated _____

Dear Sir,

In accordance with the requirements for the Validation Phase, attached herewith are the 2 Non-Rewritable DVDs containing the Original Source Code in a password protected ZIP folder, alongwith the excel file having the SHA 256 hash of the Source Code.

The ZIP folder containing the source code is password protected using the below mentioned password.

S.NO	ZIP folder name containing the Source Code	Password	Folder Size

Format for Storing SHA 256 Hash of the Source Code in the excel sheet

<vendor_name>SourceCode_Hash.xls

S.NO	ZIP folder name containing the Source Code	SHA 256 Hash of the Source Code calculated using File Hash tool

Yours sincerely,

Signature of Authorized Signatory : _____

Name and Title of Signatory : _____

Name of Firm : _____

Address : _____

ANNEXURE VII: List of Documents Submitted

Date:

Bid No.:

To

Assistant Director General (Logistics & CRM)
Unique Identification Authority of India
6th Floor, UIDAI Head Quarters Building,
Bangla Sahib Road, Behind Kali Mandir,
Gole Market, New Delhi - 110001

We, the undersigned, declare that:

The following documents listed herein have been submitted –

Sr. No	Document Type	Fulfilling Clause No.	Page No. (Attached in the document)	Remarks

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____