



सत्यमेव जयते

Unique Identification Authority of India (UIDAI)

REQUEST FOR PROPOSALS FOR

Development and Revision of Training & Testing
Content under UID Project

February 21st, 2013

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Important Dates	
Activity	Date
RFP Published	21.02.2013
Last date for sending Pre bid queries	28.02.2013
Pre bid conference	06.03.2013
Last date for Bid submission	15.03.2013(1500 hrs)
Bid opening	15.03.2013 (1600 hrs)

Section 1: Letter of Invitation

Unique Identification Authority of India (UIDAI),
Address: Unique Identification Authority of India (UIDAI),
Planning Commission, Govt. of India (GoI),
2nd Floor, Tower I, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110001

Date: 21/02/2013

Dear Bidder:

1. The Unique Identification Authority of India (UIDAI), , invites proposals from organizations/institutions for Training & Testing Content development under UID project for a period of 3 years/or till the time the enrolment phase of Aadhaar project ends -whichever is earlier . This will essentially include centralized multilingual (English, Hindi & other regional languages) content development for training and testing, simulation exercises, training aids and instructional manuals and revision of the existing content. More details on the scope of work and services expected from the Bidder are provided in the Section 5: Statement of Work in this RFP document. Your organization/institution is now invited to submit your proposal as per the attached RFP document.
2. A company will be selected under Quality and Cost-Based Selection (QCBS) procedure described in this RFP.
3. This is an open RFP. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 – Part I - Information to Bidders
 - Part II – Data Sheet

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Statement of Work

Section 6 - Standard Form of Contract

4. Please inform us, upon receipt:

- that you have received the letter of invitation and **RFP**; and
- whether your organization will submit a proposal.

Yours sincerely,

Assistant Director General,
UIDAI.

Section 2: Instructions to Bidders**PART I****STANDARD**

Definitions	<ul style="list-style-type: none">a) “Employer” means the agency with which the selected Bidder signs the Contract for the Services. In this project, the ‘Employer’ is the Unique Identification Authority of India (UIDAI), Planning Commission, GoI.b) “Bidder” means any entity or person that may provide or provides the Services to the Employer under the Contract.c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e. the General Conditions (GC), the Special Conditions (SC), and the Appendices.d) “Data Sheet” means such part of the Instructions to Bidders used to reflect specific country and assignment conditions.e) “Day” means calendar day.f) “Government” means the government of the Employer’s country. In this project “Government” means Government of India.g) “Instructions to Bidders” (Section 2 of the RFP) means the document which provides interested Bidders with all information needed to prepare their Proposals.h) “LOI” (Section 1) means the Letter of Invitation being sent by the Employer to the Bidders.i) “Personnel” means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.j) “Proposal” means the Technical Proposal and the Financial Proposal.k) “RFP” means the Request for Proposal to be or is prepared by the Employer for the selection of Bidders, based on the SRFP.
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	<ul style="list-style-type: none">l) "SRFP" means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.m) "Assignment / job / work order" means the work to be performed by the Bidder pursuant to the Contract.n) "Statement of Work" (SOW) means the document included in the RFP, Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the assignment.o) "EC" means the Evaluation Committee formed by the UIDAIp) "CDA" means the content development agency to whom the bid has been awardedq) UID Client application software means the software being used in enrolment process for capturing the residents information
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Introduction	1.1	The UIDAI will select a Training & Testing Content development agency which must be an organization/ institute (the Bidder), in accordance with the method of selection specified in the Data Sheet. It is to be noted that UIDAI had engaged a CDA viz. CMC in 2010 whose term is ending in March 2013. The scope of present RFP includes the revision/updation of the existing training content on UIDAI's website http://uidai.gov.in/training.html and/ or developing fresh modules (if the need for the same is felt) from time to time. The scope also includes revision of testing content.
	1.2	The name of the assignment/ job has been mentioned in Part II Data Sheet. Detailed scope of the assignment / job has been described in the SOW in Section 5.
	1.3	The date, time, and address for submission of the proposals has been given in Part II Data Sheet.
	1.4	Interested Bidders are invited to submit a Technical Proposal and a Financial Proposal, for Training & Testing Content development required for the assignment named in the Data Sheet.
	1.5	Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the Employer before submitting a proposal. Bidders should contact the Employer's representative named in the Data Sheet to arrange for their visit or to obtain additional information Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
	1.6	The Employer will provide at no cost to the Bidders the inputs and facilities specified in the Data Sheet and make available relevant project data and reports.
	1.7	Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.
Unfair Advantage	1.8	If a Bidder could derive a competitive advantage from

	having provided services related to the assignment in question, the Employer shall make available to all other Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.
Fraud and Corruption	<p>1.9 It is required that Bidders participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. The Employer:</p> <ul style="list-style-type: none"> (a) defines, for the purpose of this paragraph, the terms set forth below as follows: <ul style="list-style-type: none"> (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the EC, in the selection process or in contract execution; (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract; (iii) “collusive practices” means a scheme or arrangement between two or more Bidders with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels; (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract; b) will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
	1.10 The Bidders shall be aware of the provisions on fraud and

	<p>corruption stated in the specific clauses in the General Conditions of Contract.</p> <p>(a) Bidders shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Bidder is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).</p>
Only one Proposal	<p>1.11 A Bidder may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.</p>

Proposal Validity	1.12	The Part II Data Sheet to Bidder indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain availability of Professional staff nominated in the Proposal and fully commit to their financial proposal, unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall ensure that they maintain the availability of the Professional staff nominated in the Proposal and fully commit to their financial proposal, unchanged, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree, have the right to refuse to extend the validity of their Proposals, under such circumstances, the Employer shall not consider such proposal for further evaluation.
2. Clarification and amendment of RFP Document	2.1	Bidders may request a clarification in the RFP document up to the number of days indicated or the date indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Data Sheet(section 2 ,1.2). The Employer will respond in writing by standard electronic means of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph 2.2.
	2.2	At any time prior to deadline for submission of RFP, UIDAI may for any reason, modify the RFP document. The amended document shall be notified through website and such amendments shall be binding on them.
3. Preparation of Proposals	3.1	The Proposal as well as all related correspondence exchanged by the Bidders and the Employer, shall be written in English.

	3.2	In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. The Proposal consists of 2 parts (i) Full Technical Proposal and (ii) Financial Proposal.
	3.3	While preparing the Full Technical and Financial Proposal, Bidders must give particular attention to the following: (a) If a Bidder considers that it may enhance its expertise for the assignment by associating with individual subject matter experts (SMEs) it may do so.
		(b) Two (2) curriculum vitae (CVs) may be submitted for each role. The profiles shared should be available for the purpose of this assignment during the contract period.
Technical Proposal Format and Content	3.4	Bidders are required to submit the Full Technical Proposal (FTP). Full technical proposal includes forms for eligibility documents and technical forms. The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section 3B).
		(a) For the Full Technical Proposal (FTP): The eligibility document forms given in 3(A) should be filled correctly. (b) In technical proposal: A brief description of the Bidders' organization and an outline of recent experience of the Bidders on assignments of a similar

	<p>nature are required in Form TECH-2 of Section 3 B. For each relevant assignment, the outline should indicate the names of Professional staff who participated, duration of the assignment, contract amount, and Bidder's involvement. Information should be provided only for those assignments for which the Bidder was legally contracted by the Employer as a corporation or as one of the major companies within a joint venture. Assignments completed by individual Professional staff working privately or through agencies cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience if so requested by the Employer.</p> <p>(b) For the FTP: Comments and suggestions on the Statement of Work including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff to be provided by the Employer. The bidder should refer training content available on http://uidai.gov.in/training.html for filling up the Tech form 3, Section 3B). Bidders should be able to substantiate the experience claimed in their proposal and must submit Letter of Award / Copy of Contract for all assignments mentioned in the proposal.</p> <p>(c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3B.</p> <p>The list of the proposed Professional staff team to be engaged in this assignment by area of expertise, the</p>
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	<p>position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3B).</p> <p>CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3B).</p> <p>Maintenance and support plan to be given in Tech 7 of Section 3 B.</p>
	3.4.1 Technical Proposal containing financial information shall be declared non responsive and shall be summarily rejected.
	3.5 The Technical Proposal (Original, Copy and CDs) shall not include any financial information. A
Financial Proposals Taxes	3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.
	3.7 The Bidder may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Employer under the Contract. Bidders shall include such taxes in the financial proposal.
	3.8 Bidders should provide the price of their services in Indian Rupees.
	3.9 Commissions and gratuities, if any, paid or to be paid by Bidders and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
Earnest Money Deposit (EMD), and Performance Guarantee.	<p>3.10 Earnest Money Deposit(EMD)</p> <p>I. An EMD of Rs. One Lakh (Rupees 1,00,000 only), in the form of DD drawn in favor of "PAO,UIDAI" payable at Delhi, must be submitted along with the Proposal.</p>

	<p>II. Proposals not accompanied by EMD shall be rejected as non-responsive.</p> <p>III. No interest shall be payable by the Employer for the sum deposited as EMD.</p> <p>IV. No bank guarantee will be accepted in lieu of the EMD.</p> <p>V. The EMD of the unsuccessful bidders would be returned within one month of signing of the contract.</p>
	<p>3.11 The EMD shall be forfeited by the Employer in the following events:</p> <p>(a) If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.</p> <p>(b) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.</p> <p>(c) If the Bidder tries to influence the evaluation process.</p> <p>(d) If the First ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Bidder).</p>
	<p>3.12 Tender Fees:</p> <p>All Bidders are required to pay Rs 5000 (Rupees Five Thousand) towards Tender Fees in the form of Demand Draft drawn in favor of "PAO,UIDAI" payable at Delhi.</p> <p>3.13 The Tender Fee is Non-Refundable.</p>
	<p>3.14. Performance Bank Guarantee</p> <p>(a) The selected Bidder shall be required to furnish a Performance Bank Guarantee of Rs 10,00,000 (10 Lacs only), in the form of an unconditional and</p>

	<p>irrevocable bank guarantee from a scheduled commercial bank in India in favor of Director General, Unique Identification Authority of India, Government of India for the entire period of contract with 90 days claim period. The bank guarantee must be submitted after award of contract but before signing of contract. The successful bidder has to renew the bank guarantee on the same terms and conditions for the period up to contract including extension period, if any. Performance Bank Guarantee would be returned only 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. On submission of this performance guarantee and after signing of the contract, demand draft submitted towards EMD would be returned in original.</p> <p>(b) II. The format for the Performance Bank Guarantee is the same as the "Format of Bank Guarantee".</p>
4. Submission, Receipt, and Opening of Proposals	<p>4.1 The original proposal (Technical Proposal and Financial Proposal and eligibility documents shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial all such corrections. Submission letters for the eligibility Technical and Financial proposals should respectively be in the format of Form 1 of Section 3(A), TECH-1 of Section 3B, and FIN-1 of Section 4, respectively.</p> <p>4.2 An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Technical and Financial Proposals or in any other form demonstrating that the representative has been duly authorized to sign. The signed Full Technical and Financial Proposals shall be marked "ORIGINAL".</p>
	<p>4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals</p>

	<p>shall be sent to the addresses referred to and in the number of copies indicated in the Data Sheet Para 1.3. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall prevail.</p> <p>4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical Proposal, Financial Proposals, EMD, and Tender Fee shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 1500 hrs on the communicated Bid Opening Date.</p> <p>The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.</p>
	<p>4.5 The Proposals must be sent to the address/ addresses indicated in the Data Sheet and received by the Employer no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with paragraph 2.2. (Part-I) Any proposal received by the Employer after the deadline for submission shall be returned unopened.</p> <p>4.6 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Pre- Qualification,</p>

	<p>Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.</p> <p>4.7 The Employer will constitute a Evaluation Committee (EC) which will carry out the entire evaluation process.</p> <p>4.8 The Employer shall open the Full technical Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.</p>
5 Evaluation of Technical Proposal	<p>5.1 The Evaluation Committee (EC) shall first evaluate the Eligibility documents. The Technical proposal shall be evaluated only for those bidders who pass the eligibility criteria. The EC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the Technical evaluation is concluded and the competent authority accepts the recommendation.</p> <p>5.2 The EC shall evaluate the Technical Proposals on the basis of their responsiveness to the Statement of Work and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data Sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will be done and at this stage the financial bid (proposal) will remain unopened. Bidders shall make presentation to Evaluation Committee. The qualification of the Bidder and the evaluation criteria for the technical proposal shall be as defined in the Data sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, & particularly the Statement of Work or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
Public Opening and Evaluation of	<p>5.3 Financial proposals of only those companies who are technically qualified shall be opened publicly on the date</p>

Financial Proposals - QCBS Selection Procedure	<p>& time specified the Data sheet or the date and time communicated by the UIDAI, in the presence of the Bidders' representatives who choose to attend. The name of the Bidders, their technical score (if required) and their financial proposal shall be read aloud.</p> <p>5.4 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between unit value and the total amount, or between word and figures the former will prevail. In addition to the above corrections, the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p> <p>5.5 In the QCBS method of selection of Bidder, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: S = St x T + Sf x P. The company achieving the highest combined technical and financial score will be invited for negotiations, if required.</p>
Negotiations	<p>5.6 Negotiations will be held at the address indicated in the Data Sheet. Negotiation will be done with the L1 bidder only. The invited Bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Employer proceeding to negotiate with the next-ranked Bidder. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.</p>
Technical negotiations	<p>5.7 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, workplan, and organization and</p>

		staffing, and any suggestions made by the Bidder to improve the Statement of Work. The Employer and the Bidders will finalize the Statement of Work, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the assignment. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Bidder.
Financial negotiations	5.8	After the technical negotiations are over, financial negotiations may be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstances, the financial negotiation shall result in an increase in the price originally quoted by the Bidder. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Bidders will provide the Employer with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
Availability of Professional staff/experts	5.9	Having selected the Bidder on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Bidder within the period of time specified in the letter of invitation

		to negotiate.
Conclusion of the negotiations	5.10	Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Bidder will initial the agreed Contract. If negotiations fail, the Employer will invite the Bidder whose Proposal received the second highest score to negotiate a Contract.
6. Award of Contract	6.1	After completing negotiations the Employer shall issue a Letter of Intent to the selected Bidder, and promptly notify all Bidders who have submitted proposals about the decision taken.
	6.2	The Bidders will sign the contract after fulfilling all the formalities/pre-conditions mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent.
	6.3	The Bidder is expected to commence the assignment on the date and at the location specified in the Part II Data Sheet.
7. Confidentiality	7.1	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.
8. Consortium Partner Requirement	8.1	The Employer shall award the contract to a single Bidder and shall not encourage nor accept any responses from Consortiums. Sub contracting of work is not permitted.

Section 2: Instructions to Bidders**PART II Data Sheet**

1.1	Name of the Employer: Unique Identification Authority of India, Planning Commission, Government of India Method of selection: Technical Qualification of eligible Bidders followed by Quality and Cost Based Selection [QCBS]
1.2	Name of the assignment: Development and Revision of Training & Testing Content under UID Project
1.3	<p>The Proposal submission address is:</p> <p>Shri Shrish Kumar Assistant Director General (ADG), Address: Unique Identification Authority of India (UIDAI), Planning Commission, Govt. of India (GoI), 2nd Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001</p> <p>Proposal (Full Technical Proposal and Financial Proposals in two separate sealed envelopes, EMD, and Tender Fee) must be submitted no later than the following date and time:</p> <p>Date: 15.03.2013 Time: 1500 hrs</p>

1.4	<p>A pre-proposal conference will be held: The conference will be held on 06/03/2013 at Delhi The exact time and venue of the pre-proposal conference shall be communicated to the prospective bidders at a later date. The information shall also be posted on the website of the UIDAI (www.uidai.gov.in).</p> <p>The Employer's representative is:</p> <p>Shri Shrish Kumar Assistant Director General (ADG), Address: Unique Identification Authority of India (UIDAI), Planning Commission, Govt. of India (GoI), 2nd Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001</p>
1.5	<p>The Employer will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> • A technical session detailing the scope of work, deliverables, timelines, expectations of the employer, approach, team structure for the assignment , during the pre-proposal conference • Receipt and Clarification of queries on proposed RFP if any .
1.6	Proposals must remain valid for 120 days after the submission date.
1.7	<p>Clarifications and written queries (not more than 10 queries per bidder) may be requested not later than the 28.02.2013.The address for requesting clarifications is:</p> <p>Shri Shrish Kumar Assistant Director General (ADG), Address: Unique Identification Authority of India (UIDAI), Planning Commission, Govt. of India (GoI), 2nd Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001 shrish.uidai@gmail.com</p>

1.8	<p>(a) The formats for eligibility Criteria are:</p> <p>Form 1 : Eligibility Document Submission form</p> <p>Form 2 : Details of the applicant's Operations and Business in India</p> <p>(b) The formats of the Technical Proposal to be submitted are:</p> <p>Form Tech 1: Technical Proposal Submission Form</p> <p>Form Tech 2: Bidder's relevant experience</p> <p>Form Tech 3: Demonstrated level of understanding</p> <p>Form Tech 4: Approach & methodology</p> <p>Form Tech 5: Team composition</p> <p>Form Tech 6: Curriculum vitae</p> <p>Form Tech 7: Maintenance and support plan</p>
1.9	<p>The formats of the Financial Proposal to be submitted are:</p> <p>Form Fin 1: Financial Proposal Submission Form</p> <p>Form Fin 2: Resource Costs on Time & Material Basis</p>
1.10	Bidder to state local cost in Indian Rupees
1.11	<p>Bidder must submit the following:</p> <p>a) Original and 2 duplicate hard copies and 2 soft copies (on a non-rewriteable CD) of the Technical Proposal, and</p> <p>b) Only the Original hard copy of the Financial Proposal (In case there is inconsistency in the hard and soft copies the content of hard copy shall prevail)</p>

1.12 Eligibility Criteria

Applicant should clearly indicate, giving explicit supporting documentary evidence, with respect to the following eligibility criteria:

Sr. No	Eligibility Criteria	Reference Details
1.	<p>The applicant should be an organisation or an institution with registered office in India and be in the business of content development for education/ training/ testing and should have been in operation for the last five years as on 31 March 2012</p> <p>Or</p> <p>The applicant must be a company registered under Indian Companies Act 1956 and be in the business of content development for education, training and testing and should have been in operation for the last five years as on 31 March 2012</p>	Certificate of Incorporation / Any other relevant document.
2.	The applicant should have at least ten experts in instructional design, development of application based content for training and testing. The qualifications and experience will be considered for evaluation in a scale of 0(minimum) to 10(maximum)	Proof of existing Employment/contract with the applicant
3.	The applicant should have completed at least three(3) assignments in content development for training and/or testing with an order value of at least Rs 20,00,000(Rupees Twenty lakhs) each in the preceding three years.	Copy of work orders and project completion certificate from client confirming year and area of activity.
4.	The applicant should have had an average annual turnover of Rs. 3 Crores during the last 3 financial years ending 31 st March 2012 .	Audited balance sheets
5.	The applicant should be single applicant and not a consortium However, external Subject Matter Expert(SME)'s may be associated as part of the Team	

1.12 (A) Evaluation on Eligibility Criteria

The evaluation shall be done by a an evaluation committee constituted by the UIDAI. The Evaluation Committee shall follow a PASS / FAIL for particular criteria(s) as mentioned in the table. **The Applicants should PASS all the mandatory eligibility criteria listed in section 1.12.**

The evaluation shall be strictly based on the information and supporting documents provided by the bidder. It is the responsibility of the bidder to provide all supporting documents necessary to fulfill the mandatory eligibility criteria. In case, information required by UIDAI is not provided by applicant, UIDAI shall proceed with evaluation based on information provided and shall not request the bidder for further information. Hence, responsibility for providing information as required in this form lies solely with bidder.

1.12 (B) Summary of documents to be submitted for the Eligibility Criteria

Information		Reference Details
(A) Administrative Requirements		
1.	A Letter of Intent duly signed by an authorized signatory of the applicant	Please use Form – 1
(B) Business Information about the applicant's Operations in India		
1.	Incorporation and Registration information as listed in the Eligibility criteria in Section – 5, including: <ul style="list-style-type: none"> i. Incorporation information ii. Service Tax registration information iii. Details of registration with the other appropriate authorities for all applicable statutory taxes / duties 	Form – 2 + Certificate of Incorporation and copies of other relevant registration documents
2.	Please provide the number of years the applicant has been in the business of content development	Form – 2

Information		Reference Details
		+ Memorandum and Articles of Association should be attached and Work Orders and project completion certificate from client confirming year and area of activity.
3.	Information on the strength of technically/functionally qualified consulting staff on applicant's rolls, and also on the external experts who would support this assignment.	Form – 2 +Certificate from Head (HR) or company secretary for number of technically qualified professionals and the certificate or declaration on the arrangements with the external experts if any. Include appropriate supporting documents.
4.	Annual Turnover from training and training content development business operations in India in the last three (3) financial years (FY 2011-12-, 2010-11, 2009-10)	Form – 2 + Audited balance sheets wherever applicable
5.	The applicant should be single applicant and not a consortium However, external Subject Matter Expert(SME)'s may be associated as part of the Team	Self declaration
1.13	Technical Evaluation Parameters	
	Evaluation of technical proposals of the bidders shall be carried out by UIDAI based on the listed criteria and sub-criteria and point system.	

	<p>A: Relevant Past Projects Total Points: 20</p> <p>The past performance of the bidder in providing similar solutions, comparable to the scope and magnitude of coverage, in terms of quality of work and compliance with performance schedules. Please provide five relevant past experiences. The following parameters shall be considered in the submitted project assignments for the purpose of evaluation:</p> <ol style="list-style-type: none"> 1) No. of assignments overall relevant to the scope as of the present RFP) – (4 points) 2) Experience in developing training content – (4 points) 3) Experience in testing content (multiple test questions) – (4 points) 4) Experience in testing content (simulation exercises) – (4 points) 5) Conduct skill based training – (4 points)
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B: Solution Proposed for the assignment	Total Points: 50
B1: Demonstrated Level of Understanding of the assignment: 1.Understanding of the Project scope of work	Total Points: 10
B2: Approach & Methodology for Content Revision & 1. Text Based Content Revision Strategy (5 points) 2. CBT Content Revision Strategy (10 points) 3. Testing content – paper based Revision Strategy (10 points) 4. Testing content – simulated tests Revision Strategy (10 points) 5. Master Training programs roll out Strategy (5 points)	Total Points: 40

D: Proposed Manpower**Total Points: 25**

Detailed profiles of proposed team for the UIDAI project on the following :

- 1) Training content (5 points)
- 2) Computer based training Content (5 points)
- 3) Testing content – paper based (5 points)
- Testing content – simulated tests (5 points)
- 5) Master Training programs (5 points)

The agency should share **2 profiles** for each role for the purpose of evaluation. The profiles shared should be available for the purpose of this assignment.

E. Maintenance and support Plan**Total Points: 5**

Bidder should specify the annual maintenance and support plans which includes

1. The proposed support plan (5 points)

Stech = Total points obtained for the above criteria (a), (b), (c) and d

The minimum technical score required to pass is: 70 Points

The formula for determining the normalized financial scores is as follows:

$S_f = 100 \times F_m / F$, in which S_f is the normalized financial score, F_m is the lowest financial score and F the financial score of the proposal under consideration.

The weights given to the normalized Technical and normalized Financial Proposals are **0.80** and **0.20** respectively.

Thus the final scores shall be obtained as

$FS(n) = (0.80 \times Stech + 0.20 \times S_f)$. The agency with highest final score shall be adjudicated as the most responsive bidder for the award of the project.

Last Date for Submission of Bid: 15.03.2013

Date for Technical presentation : 20.03.2013

Section 3 (A): Eligibility Documents - Standard Forms

(To be printed on company's Letter Head)

Form – 1: Eligibility Document Submission form

To

Shri Shrish Kumar
Assistant Director General (ADG),
Address: Unique Identification Authority of India (UIDAI),
Planning Commission, Govt. of India (GoI),
2nd Floor, Tower I, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110001

Subject: Submission of documents of Eligibility for Training & Testing Content Development under UID Project

Dear Sir,

We, the undersigned, offer to provide Training & Testing Content development under UID project in accordance with your Request for Proposal dated February 21st 2013, and our Proposal. We are hereby submitting our eligibility documents

We have read the provisions of the RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our bid in our document our proposal shall not be given effect to.

We hereby declare that all the information and statements made in this eligibility documents are true and accept that any misrepresentation contained in it may lead to our disqualification.

Our correspondence details with regard to this RFP are:

No.	Information	Details
1.	Name of the applicant	
2.	Address of the applicant	
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	

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[Applicant's Name with seal]

Name:

Title:

Signature:

Date:

Form-2: Details of the applicant's Operations and Business in India

S. No.	Information Sought	Details to be furnished	
1	Contact Details of the Applicant		
	Name of the applicant		
	Address		
	Telephone, Mobile No		
	Email		
	Fax		
	Website		
2	Business Information about the Applicant's Operations in India		
2.1	Incorporation/registration Information		
	Incorporation status of the firm (public limited / private limited, etc.)		
	Details of company registration (Attach the photocopy of the registration)	Date of registration	
		ROC Reference No.	
	Details of registration with appropriate authorities for service tax and other statutory taxes/duties (for each provide date of registration, registration reference/number and photocopies and any other relevant detail)		
2.2	Turnover from training and training content business in India: as revealed in Annual Financial Statements reported in India		
	Financial Year	Revenue from training and training content business in India (rupees Crores)	

	FY 2011-12(Unaudited figures)	
	FY 2010-11	
	FY 2009-10	
	Average revenue from Training and/or testing content development operations in India (rupees Crores) for the last 3 FY	

Section 3 (B): Technical Proposal - Standard Forms

(To be printed on company's Letter Head)

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

To: Shri Shrish Kumar

Assistant Director General (ADG),

Address: Unique Identification Authority of India (UIDAI),

Planning Commission, Govt. of India (GoI),

2nd Floor, Tower I, Jeevan Bharati Building,

Connaught Circus, New Delhi – 110001

Dear Sir:

We, the undersigned, offer to provide Training & Testing Content development under UID project in accordance with your Request for Proposal dated February 21st, 2013, and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.6 of the Data Sheet, we undertake to negotiate on the basis of our proposal and your requirements. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you have received.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Company: _____

Address: _____

Location: ____ Date: __

FORM TECH-2
Relevant Experience

The past performance of the bidder in providing similar solutions, comparable to the scope and magnitude of coverage, in terms of quality of work and compliance with performance schedules. Please provide five relevant projects undertaken to demonstrate the past experiences.

PROJECT 1

Brief overview of the project:

Client Name:

Order Value:

Period of contract:

Project scope in relation to the following parameters:

	Training content development	Testing content (multiple test questions)	Testing content (simulation exercises)	Conduct skill based training
Project Scope in relation to following				
Man days effort				
In-house implementation or out-sourced				

FORM TECH-3

Demonstrated Level of Understanding

Illustrate your understanding of the Project scope of work:

FORM TECH-4

Approach and Methodology

Describe your development approach and methodology with reference to the scope of work on each of the following components:

1. Training Content
2. Simulation practice exercises
3. Testing content – paper based
4. Testing content – simulated tests
5. Master Training programs
6. Maintenance and support Plan

FORM TECH-5

Team Composition

Detailed curriculum vitae of each key expert as part of the proposed team on the following, as per format below:

- 1) Training content
- 2) Simulation practice exercises
- 3) Testing content – paper based
- 4) Testing content – simulated tests
- 5) Master Training programs

a) TEAM COMPOSITION

(This form shall mention all the key expert resources proposed to work on the assignment.)

Sr No.	Name of Resource	Area of Expertise	Existing Designation/ Position	Position Assigned	Task Assigned

FORM TECH-6

**CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL
RESOURCES (ONLY FOR INDICATED SENIOR LEVEL MEMBERS FOR THIS
ASSIGNMENT)**

1. **Proposed Position** [*only one candidate shall be nominated for each position Expert*]: _____
2. **Name of Staff** [*Insert full name*]: _____
3. **Education** _____
4. **Total No. of years of experience:** _____
5. **Total No. of years with the company:** _____
6. **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory):** _____
7. **Details of Involvement in Projects:** _____
8. **Detailed Tasks Assigned** (*list all tasks to be performed under this assignment*): _____
9. **Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 5 citations of 10 lines each)**

Name of assignment or project: _____

Year: _____

Location: _____

Employer: _____

Main project features: _____

Positions held: _____

Value of Project (approximate value or range value): _____

Activities performed: _____

10. Certification:

I, the undersigned, certify that this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff]

Day/Month/Year

Full name of authorized representative: _____

FORM TECH7

Maintenance and support Plan

Bidder should specify the annual maintenance and support plans which include:

Proposed support plan:

Section 4: Financial Proposal - Standard Forms

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Shri Shrish Kumar
Assistant Director General (ADG),
Address: Unique Identification Authority of India (UIDAI),
Planning Commission, Govt. of India (GoI),
2nd Floor, Tower I, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110001

Dear Sir:

We, the undersigned, offer to provide Training and testing content development in accordance with your Request for Proposal dated February 21st, 2013, and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. The amount of the local taxes, as identified/estimated is shown in the appropriate column in the Form.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.6 of the Data Sheet.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988". We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

Authorized Signature [*In full and initials*]: ____ Name and Title of

Signatory: ____ Name of Company: ____ Address: ____

Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

FORM FIN-2**Resource Costs on Time & Material basis**

Provide average resource cost (per month) for providing services which may be required by the UIDAI in addition to the services as per the statement of work in this RFP. For evaluation of cost quoted for time and material basis, a weighted computation will be considered – Cost X N resources X N months during the period of contract.

S. No	Resource (A)	Resource month Rate (INR) In figure (B)	Resource month Rate (INR) In words (C)
1	Instructional design Expert		(C1)
2	Content writer		(C2)
3	Simulation developer		(C3)
4	Graphic and Animation developer		(C4)
5	Translator (for translating content into regional languages)		(C5)
5	Master Trainer (for conducting training)		(C6)

Financial Score will be obtained as per following formula= $0.10 \times (C1) + 0.25 \times (C2) + 0.20 \times (C3) + 0.20 \times (C4) + 0.20 \times (C5) + 0.05 \times (C6)$

Section 5: Statement of Work

5.1 Introduction

This RFP aims to identify and engage an agency to undertake Training and testing content development under UID Project

5.2 Partnership Model

The Training and testing content development is envisioned to be working in collaboration with UIDAI Team and is expected to work in close partnership with UIDAI to achieve the goal of Development of content to be used for training the enrollment agency staff under UID project.. The nature of this relationship between UIDAI and CDA should be based on a collaborative content development model principled on quality and trust.

5.3 Project Overview

The inability to prove identity is one of the biggest problem in India which prevents the poor from accessing benefits and services provided by the Government. Public as well as private sector agencies across the country typically require proof of identity before providing individuals with services. But till date, there exists no nationally accepted, unique and verified identity number that both residents and agencies can use with ease and confidence.

The Government of India (GoI) has embarked upon an ambitious initiative to provide a Unique Identification (UID) to every resident of India and has constituted the Unique Identification Authority of India (UIDAI) for this purpose. The timing of this initiative coincides with the increased focus of the GoI on social inclusion and development through massive investments in various social sector programs, and transformation in public services delivery through e-Governance programs. The scale of the UID initiative is unprecedented and its implementation will involve active participation of Central, State, and Local Governments, as well as public and private sector agencies across the country.

All existing identity databases in India are fraught with problems of duplicates and ghosts and other inaccuracies. To prevent this from seeping into the UIDAI database, the Authority

plans to enroll residents into its database after proper verification of their demographic and biometric information. Besides, the Authority shall use biometric attributes of each person to ensure uniqueness. This will ensure that the data collected is clean from the start of the program. Hence the UIDAI aims to ensure that each resident in the country has a unique identification number.

A project of the scale and size of the UID has not been attempted anywhere in the world where the biometric and other details of a billion plus people have been stored. To implement this ambitious initiative, the UIDAI has devised a partnership approach that leverages the existing infrastructure of Government and private agencies across India. The UIDAI will be the regulatory authority managing a Central ID Data Repository (CIDR), which will issue UID numbers, update resident information, and authenticate the identity of residents as required. In addition, the Authority will partner with agencies such as Central and State Government departments and private sector agencies who will be 'Registrars' for the UIDAI. Registrars will process UID applications, and connect to the CIDR to de-duplicate information regarding residents and receive UID numbers. These Registrars can either be enrollers, or will appoint agencies as enrollers, who will interface with people seeking UID numbers. The Authority also plans to partner with service providers for providing authentication services.

Uniformity in the whole process is being achieved at the level of data structure, quality, verification processes and other practices. The uniformity has ensured data-quality, especially of the biometric data, which is absolutely essential as the sole basis of de-duplication and uniqueness assurance is the set of biometric attributes of residents. Achievement of such uniformity required that the persons involved in the enrolment process at the field level are trained thoroughly to accomplish the job of enrolment. Similarly the supervisors of the enrolling agencies and the representatives of the Registrars who are involved in the UID enrolment are also trained so as to appreciate the importance of quality and to enforce quality in enrolment at the field level.

5.4 Training Requirements

5.4.1 To achieve this uniformity of such uniformity in the enrolment process the persons involved in the enrolment process at the field level have been trained thoroughly. Similarly the Master Trainers, Trainers, Supervisors, Technical support staff of the enrolling agencies

and the representatives of the Registrars involved in the UID enrolment, and other designated officers identified by UIDAI, officials from Testing & Certification agency have also been trained . To develop a the training content for the training these stakeholders UIDAI engaged a CDA which has developed following training and testing content:

- Test based training contents and books
- Computer based training content
- ILT content (PPTs etc)
- Text based question bank
- Simulation based training content
- Transliteration based questions

5.4.2 The intended audience for this training is as under (The CDA should study the roles of each level of audience and should prepare the training and testing material relevant to that level)

- a. Staff from enrolling agencies - Master Trainers, Trainers, Enrolment Operators, Supervisors, Technical Support staff
- b. Master trainers as identified by UIDAI
- c. Designated officers from Registrars / Sub-Registrars, UIDAI Regional offices & Programme Management Unit
- d. Testing & Certification Agency (s) appointed by UIDAI

This project has unique training needs. It requires a comprehensive approach to design and development of course-ware. The content should be interactive, simple and self explanatory. The content may be developed using the cutting-edge technologies, multimedia tools, and simulation exercises for practical learning and make it interesting to the learner.

5.5 Outline of Training needs

The UID enrollment process training is divided broadly into three modules. However the depth of content many vary from level to level mentioned at 5.4.2

1. Application based (UID Client application software)
2. Hardware based
3. Data quality based

4. Soft-skill/people skill based

Apart from the three core modules, there is a requirement to include generic content on UID/UIDAI and technical training to handle trouble shooting , as shown in Fig:1

Fig:1

Generic	Application	Hardware	Soft (People) skills	Technical
<ul style="list-style-type: none"> • About UID • Goals • Objectives • Mandate • Quality Stds by UID 	<ul style="list-style-type: none"> • Client Software application • UID enrollment Process 	<ul style="list-style-type: none"> • Usage of Hardware Including, Biometric devices, Camera, PC etc 	<ul style="list-style-type: none"> • People handling • Soft-skills • Exceptional handling • Handling Grievance 	<ul style="list-style-type: none"> • Trouble Shooting

5.6 The training content developed is available on :

The latest training content is available on <http://uidai.gov.in/training.html>

5.7 Scope of work

The contract with Content Development agency (CDA) shall be applicable for a **period of three years or the end of enrolment phase of Aadhaar project- whoever is earlier from the date of agreement between agency and UIDAI. The CDA will have to update the existing training content on UIDAI's website <http://uidai.gov.in/training.html> or develop fresh modules (if the need for the same is felt) from time to time.**

The CDA would be required to study the objective and mandate of UIDAI, the envisaged enrolment process and conduct a comprehensive training need analysis (TNA) through a consultative process with required stakeholders. The CDA is expected to study the end user's requirement of knowledge and skill to play one's role effectively and efficiently by using the UID client Application software and biometric devices, and thereafter develop a training and trainee testing framework and content.

5.7.1 The following section outlines the areas of scope of work for the CDA, however is not limited to the points listed below. The scope is divided into four key activities as detailed below:

- 1) Revision of Training Content
- 2) Revision of Testing content
- 3) Conduct Master Training programs
- 4) Development of fresh Training and Testing content (if needed)

Detailed scope of work under each of these activities is given in the following section.

Note:

1. The CDA is required to revise the content and develop fresh content as needed.
2. All content should be web compatible and comply to standards, like SCORM 1.2

Revision will include following:

I) Training Content

1. Training Need Analysis (TNA)
 - a) Understand the training needs of the learner populace.
 - b) Conduct a job task analysis that can be tied to identified training needs
 - c) Conduct a gap analysis on specified tasks/competencies in order to ascertain training needs
 - d) Perform a task-training analysis to identify what knowledge objects already exist and can be used efficiently
2. Instructional design
 - a) Use established and emerging practices of instructional design.
 - b) Combine or use separate multimedia techniques, including audio, video, animations and graphics to create an engaging experience for the learner
 - c) Selectively employ instructional design techniques to ensure learner interest and retention
 - d) Create instructionally sound learning material with associate assessment instruments
 - e) Follow an effective instructional design and development model that takes care of expert reviews and modifications
 - f) Write using global standards of English
 - g) Implement translation and localization initiatives, when required
 - h) Design simulation practice exercises that replicate real-life scenarios, enable learners to master specified skills, and provide diagnostic feedback at appropriate junctures.
 - i) Design and create scenario-based Show me, try it and do it demonstrations for client application software module
 - j) Design and create mock test papers
3. Pedagogy
 - a) Employ principles of adult learning and pedagogy towards meeting learning and performance objectives

- b) Use pedagogical design across cognitive and affective and psychomotor domains of learning
- c) Suitably assess pedagogical requirements and propose an instructional design strategy
- 4. Instructional manuals for trainee and trainer
 - a) Design the standards and style guides for creation of Instructor Guides, Training aids such as power point presentations etc, Participant Guides, Slide Decks. Reading supplements, Student handouts, Case studies etc
- 5. Assessments
 - a) Design assessment strategies at various Kirkpatrick's Levels of Evaluation, and show mastery in Level 2
 - b) Design engaging assessment exercises that get woven across the training course.
 - c) Design and create pre-course and post-course assessment exercises based on Bloom's level of training objectives.
 - d) Develop engaging computer based training content (CBT).

II) Testing Content

1. Framework & strategy

Revise overall strategy which will include test pattern, duration etc

III) Conduct Master Training programs

The CDA shall also be responsible for conducting Master training programmes as and when needed

IV) Translation of entire of Training and testing content (If needed)

1. The CDA may be required to translate the training material into other Indian languages, as and when required by UID or by its empanelled agencies The translation requirements can be Grouped under the following:
 - a. Running text, tables, figures etc content
 - b. Animated videos
 - c. Voice over for simulation practice exercises

5.8 Content Development Methodology

1. As mentioned in the overview of RFP section 5.3, the development methodology is modelled after a thorough training need assessment, and a detailed instructional design.
2. It is expected that the design will be a joint outcome of the Content development agency and UIDAI authorised team.

3. Regular design meetings will be attended by both parties.

5.9 Roles and Responsibilities

5.9.1 CDA Roles & Responsibilities

CDA is responsible for the delivery of the scope of work within this RFP and at the same time must work under the direction of the UIDAI authorised agency/team who may modify the design, deliverable, and releases to meet the project requirements. The responsibilities of CDA as given below, other than implementing the SOW mentioned above, would also include but is not limited to the following:

1. Providing personnel adequately qualified to perform the requisite tasks.
2. Use appropriate tools for the entire life cycle of the project for design, and develop documentation appropriately. CDA should possess licenses for the tools that they intend to use for the project.
3. Implement quality standards for the entire life cycle of the project. The quality process should include adequate regular review, defect tracking, testing, other software development life-cycle processes.
4. Conduct review meetings with the UIDAI to update on the progress of the project at regular intervals. It is recommended that the frequency of the review meeting should be at least once in a week.
5. The team from content development agency would coordinate and cooperate with Testing and Certification agency authorised by UIDAI while preparing the mock test papers, question bank and simulation exercises and later during the test administration stage.

5.9.2 The responsibilities of UIDAI would include

1. Assign named persons for the different roles assumed by the UIDAI
2. Assign a nodal person for day to day interactions
3. Identification of Master trainer/trainers and staff that need to be trained
4. Participate in project, design and development reviews
5. Take decisions wherever appropriate and provide direction to the progress of the project.
6. Provide necessary feedback and inputs, as and when required by CDA.
7. Facilitate stakeholder consultations for the said assignment.
8. Provide acceptance of the deliverables within the stipulated time schedules

5. 10 Acceptance of Deliverables

UIDAI shall accept the deliverables only if they confirm to the scope, specifications laid down in this RFP and are of desired quality. Deliverables of the CDA will be considered to have been formally accepted only if UIDAI communicates so in writing. It will be the responsibility of the CDA to revise the deliverables within one week of communication without extending the total duration of project, based on the feedback and comments given by UIDAI teams. All face-to-face consultation meetings shall take place UIDAI office in New Delhi.

5.11. Terms of Payment

The consulting fees shall be payable to the CDA as per the proposal given during every phase of enrolment and UIDAI's approval thereof.

Section 6: Standard Forms of Contract and Appendices

STANDARD FORM OF CONTRACT

CONTRACT FOR VENDORS' SERVICES

between

[name of the Employer]

and

[name of the Vendor]

Dated: _____

I. Form of Contract

(All notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, the President of India acting through (Director General), Unique Identification Authority of India, Planning Commission, Government of India, (hereinafter called the “Employer”) and, on the other hand, *[name of Vendor]* (hereinafter called the “Vendor”).

WHEREAS

- (a) the Employer has requested the Vendor to provide Training and testing content development as defined in this Contract (hereinafter called the “Services”);
- (b) the Vendor, having represented to the Employer that it has the required professional skills, project management experience and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix*]
 - Appendix-A: Description of Services
 - Appendix-B: Reporting Requirements
 - Appendix-C: Total Cost of Services
 - Appendix-D: Duties of the Employer
 - Appendix-E: Bank Guarantee
- 2. The mutual rights and obligations of the Employer and the Vendor shall be as set forth in the Contract, in particular:

- (a) the Vendors shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Employer shall make payments to the Vendors in accordance with the provisions of the Contract.

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 and on behalf of *[name of Employer]*

[Authorized Representative]

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

[Authorized Representative]

For and on behalf of each of the Members of the Vendor

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.(b) “Consultant” means any private or public entity that will provide the Services to the Employer under the Contract.(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.(f) “Foreign Currency” means any currency other than the currency of the Employer’s country.(g) “GC” means these General Conditions of Contract.(h) “Government” means the Government of the Employer’s country.(i) “Local Currency” means the currency of the Employer’s country.(j) “Vendor” means the firm bidding for this assignment(k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.(l) “Party” means the Employer or the Consultant, as the case may be, and “Parties” means both of them.(m) “Personnel” means persons hired by the Consultant or by any
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	<p>Sub-Consultants and assigned to the performance of the Services or any part thereof.</p> <p>(n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>(o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.</p> <p>(q) "In writing" means communicated in written form with proof of receipt.</p>
1.2 Relationship Between the Parties	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the "Employer" and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
1.3 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
1.4 Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.5 Notices	
1.5.1	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.5.2	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.
1.6 Location	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
1.7 Authority of Lead Partner	In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer. However, each member or constituent of Consortium of Consultants shall be jointly and severally liable for all obligations of the consultant under the Contract.
1.8 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Consultant may be taken or executed by the officials specified in the SC.
1.9 Taxes and Duties	The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India
1.10 Fraud and Corruption	
1.10.1 Definitions	<p>It is the Employer's policy to require that the Employer as well as Consultants observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Employer:</p> <p>(a) 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 any thing of value to influence the action of a public official in the selection process or in contract execution; (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract; (iii) “collusive practices” means a scheme or arrangement between two or more consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels; (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
1.10.2 Measures to be taken by the Employer	<ul style="list-style-type: none"> (a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation; (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract
1.10.3 Commissions and Fees	<ul style="list-style-type: none"> (a) Employer will require the successful Consultant 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.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the special conditions(SC). The date the Contract comes into effect is defined as the Effective Date.
2.2 Termination of Contract for Failure to Become Effective	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
2.3 Commencement of Services	The Vendor shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
2.4 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period after the Effective Date 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, the prior written consent of the Employer is required.</p>
2.7 Force Majeure	

2.7.1 Definition	<p>a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>(b) Force Majeure shall not include</p> <ul style="list-style-type: none">(i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Vendors or agents or employees, nor(ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. <p>(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
2.7.2 No Breach of Contract	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event</p> <ul style="list-style-type: none">(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and(b) has informed the other Party as soon as possible about the occurrence of such an event.

2.7.3 Measures to be Taken	<ul style="list-style-type: none"> (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Vendor, upon instructions by the “Employer”, shall either: <ul style="list-style-type: none"> (i) Demobilize, or (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. (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 (Settlement of Disputes).
2.8 Suspension	<p>The “Employer” 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 carrying out of the Services, provided that such notice of suspension</p> <ol style="list-style-type: none"> 1. shall specify the nature of the failure, and 2. 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.
2.9 Termination	
2.9.1 By the Employer	<p>The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause GC 2.9.1. In such an occurrence the Employer shall give a not</p>

	<p>less than thirty (30) days' written notice of termination to the Vendor, and sixty (60) days' in the case of the event referred to in (e).</p> <ul style="list-style-type: none">(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 Employer may have subsequently approved in writing.(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 providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.(c) If the Vendor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.(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.(e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.(f) If the Vendor submits to the "Employer" a false statement which has a material effect on the rights, obligations or interests of the "Employer".(g) If the Vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.(h) If the Vendor fails to provide the quality services as envisaged under this Contract. The UIDAI may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one chance to the Vendor to improve the quality of the services.(i) If the Vendor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.(j) Employer reserves the right to terminate the agreement with the selected Vendor or reduce the project cost at any stage of the project if the personnel proposed to be deployed full-time on this engagement are not actually working on this assignment on a full-time basis as proposed by Vendor.
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2.9.2 By the Vendor	<p>The Vendors may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:</p> <ul style="list-style-type: none"> (a) If the Employer 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. (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 sixty (60) days. (c) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 (settlement of disputes) hereof. (d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Vendor may have subsequently approved in writing) following the receipt by the "Employer" of the Vendor's notice specifying such breach.
2.9.3 Cessation of Rights and Obligations	<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 3.3 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.
2.9.4 Cessation of Service	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Vendor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep</p>

es	expenditures for this purpose to a minimum. With respect to documents prepared by the Vendor and equipment and materials furnished by the “Employer”, the Vendor shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.
2.9.5 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Employer shall make the following payments to the Vendor:</p> <p>(a) If the Contract is terminated pursuant to Clause 2.9.1 (d), (e), (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h), (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;</p> <p>(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (c) and (f) to (i), the Vendor shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Vendor will be required to pay any such liquidated damages to Employer within 30 days of termination date.</p>
2.9.6 Disputes about Events of Termination	If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (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.
2.10 Extension of Contract	The contract shall be extended for a period as required by the Employer based on mutual agreement. The man-month rates used for the calculation of the ‘Total Cost of Services’ as given in Appendix D shall be effective for such extension.

3. OBLIGATIONS OF THE VENDOR

3.1 General	
3.1.1 Standard of Performance	The Vendor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Vendor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-Vendors or third Parties.
3.2.1 Vendors Not to Benefit from Commissions, Discounts, etc.	<p>(a) 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, any Sub-Vendors, and agents of either of them similarly shall not receive any such additional payment.</p> <p>(b) Furthermore, if the Vendor, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Vendor shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Vendor in the exercise of such procurement responsibility shall be for the account of the "Employer".</p>
3.2.3 Prohibition of Conflicting Activities	The Vendor shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality	<p>Except with the prior written consent of the Employer, the Vendor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Vendor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.</p> <p><u>Confidential Information</u> means all data and information (i) disclosed by the Employer to the Vendor in oral, written, machine readable or other tangible form including information communicated by electronic mail, or (ii) obtained by the Vendor through observation or examination of the foregoing data, information or material, or (iii) disclosed orally or visually. No such information shall be deemed Confidential Information if such information:</p> <ul style="list-style-type: none"> a) is or becomes publicly known through no wrongful act of the Vendor, or b) is received from a third party without restriction, or c) is independently developed by Vendor. <p>Notwithstanding anything contained herein all information gathered by the Vendor pursuant to being associated with the Employer and reports, documents and papers generated by the Vendor in connection with the Employer shall be considered as Confidential Information of the Employer.</p>
3.4 Insurance to be Taken Out by the Vendor	<p>The Vendor</p> <ul style="list-style-type: none"> (a) shall take out and maintain, and shall cause any Sub-Vendors to take out and maintain, at their (or the Sub-Vendors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Accounting, Inspection and Auditing:	<p>The Vendor</p> <ul style="list-style-type: none"> a) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting

	<p>principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and</p> <p>b) shall periodically permit the “Employer” or its designated representative and/or the Employer, 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 “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.</p>
3.6 Vendor’s Actions Requiring Employer’s Prior Approval	<p>The Vendor shall obtain the Employer’s prior approval in writing before taking any of the following actions:</p> <p>(a) Any change or addition to the Personnel listed in Appendix C.</p>
3.7 Reporting Obligations	<p>(a) The Vendor shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.</p> <p>(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.</p>
3.8 Documents Prepared by the Vendor to be the Property of the Employer	<p>(a) All plans, drawings, specifications, designs, reports, other documents and software (including source code) submitted by the Vendor under this Contract shall become and remain the property of the Employer, and the Vendor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with source code of the software so developed under this contract along with a detailed inventory thereof.</p> <p>(b) The Vendor may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Vendor and third parties for purposes of development of any such computer programs, the Vendor shall obtain the “Employers” prior written approval to such agreements, and the “Employer” shall be entitled at its</p>

	discretion to require recovering the expenses related to the development of the program(s) concerned.
3.9 Equipment, Vehicles and Materials Furnished by the "Employer"	Equipment, vehicles and materials made available to the Vendor by the "Employer", or purchased by the Vendor wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Vendor shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer's" instructions. While in possession of such equipment, vehicles and materials, the Vendor, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the "Employer" in an amount equal to their full replacement value.
3.10 Equipment and Materials Provided by the Vendors	Equipment or materials brought into the Government's country 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)	<p>(a) The intellectual property rights to all the deliverables listed under shall remain sole and absolute property of the "Employer"</p> <p>(b) The intellectual property rights of all the tools, processes, utilities, and methodology used in the provision of Services hereunder and/or development of any deliverables hereunder which were existing with Vendor prior to this Contract and all new ideas, inventions, innovations, or developments conceived, developed or made by Vendor or its consultants/employees (tools, processes, utilities, and methodology used in the provision of Services) shall remain the property of the Vendor. Vendor grants the Employer a non exclusive, non transferable, worldwide, perpetual, irrevocable, paid up license to use the tools, processes, utilities, and methodology used in the provision of Services to the extent the same have been incorporated in the deliverables or are required for the use of deliverables</p>

	in terms of this Contract
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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 Description of Personnel	<p>(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Vendor's Key Personnel are as per the Vendor's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.</p> <p>(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Vendor by written notice to the "Employer", provided</p> <p>(i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and</p> <p>(ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's" written approval.</p> <p>(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Vendor. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.</p>
4.3 Approval of Personnel	The Key Personnel and Sub-Vendors listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Vendor proposes to use in the carrying out of the Services, the Vendor shall submit to the

	<p>"Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within sixty (60) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".</p>
4.4 Removal and/or Replacement of Personnel	<p>(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Vendor, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Vendor shall provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the Employer finds that any of the Personnel have</p> <ul style="list-style-type: none">(i) committed serious misconduct or have been charged with having committed a criminal action, or(ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Vendor shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer. <p>(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Vendors may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person.</p> <ul style="list-style-type: none">(i) Also the Vendor shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and(ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager	If required by the SC, the Vendor shall ensure that at all times during the Vendor's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.
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5. OBLIGATIONS OF THE EMPLOYER

5.1 Assistance and Exemptions	<p>Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:</p> <ul style="list-style-type: none">(a) Provide the Vendor, Sub-Vendors and Personnel with work permits and such other documents as shall be necessary to enable the Vendor, Sub-Vendors or Personnel to perform the Services.(b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.(d) Provide to the Vendor, Sub-Vendors and Personnel any such other assistance as may be specified in the SC.
5.2 Change in the Applicable Law Related to Taxes and Duties	<p>If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Vendor for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Vendor in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Vendor under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).</p>

5.3 Services, Facilities and Property of the "Employer"	<p>(a) The "Employer" shall make available to the Vendor and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.</p> <p>(b) In case that such services, facilities and property shall not be made available to the Vendor as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Vendor for the performance of the Services .</p>
5.4 Payment	<p>In consideration of the Services performed by Vendor under this Contract, the "Employer" shall make to the Vendor such payments and in such manner as is provided by Clause GC 6 of this Contract.</p>
5.5 Counterpart Personnel	<p>(a) If necessary, the "Employer" shall make available to the Vendor free of charge such professional and support counterpart personnel, to be nominated by the "Employer" with the Vendor's advice, if specified in Appendix E.</p> <p>(b) Professional and supportcounterpart personnel, excluding "Employer's" liaison personnel, shall work under the exclusive direction of the Vendor. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Vendor that is consistent with the position occupied by such member, the Vendor may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.</p>

6. PAYMENTS TO THE VENDOR

6.1 Total Cost of Services	<p>(a) The total cost of the Services payable is set forth in Appendix D as per the Vendor's proposal to the Employer and as negotiated thereafter.</p> <p>(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.</p> <p>(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Vendor in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.</p>
6.2 Currency of Payment	All payments shall be made in Indian Rupees.[In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]
6.3 Terms of Payment	<p>The payments in respect of the Services shall be made as follows:</p> <p>(a) The Vendor shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as mentioned in 5.12 of Section 5(Terms of Payment) of RFP.</p> <p>(b) Once a milestone is completed, the Vendor shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate</p>

	<p>acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release 75% of the payment for the respective deliverable without further delay (maximum 30 days) and the Vendor shall produce a Bank Guarantee for the same. The remaining 25% of the payment for the respective deliverable shall be paid on acceptance of the deliverable by the Employer. The Bank Guarantee shall be released when the Unique Identification Authority of India accepts the respective deliverable.</p> <p>(c) Final Payment: The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Vendor and approved as satisfactory by the "Employer". The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within such ninety (90) day period, gives written notice to the Vendor specifying in detail deficiencies in the Services, the final report or final statement. The Vendor shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Vendor to the "Employer" within thirty (30) days after receipt by the Vendor of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.</p> <p>(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the Vendor and the Vendor has made presentation to the</p>
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	<p>EC / Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the Vendor.</p> <p>(e) If the deliverables submitted by the Vendor are not acceptable to the Employer / EC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Vendor. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Vendor only after it re-submits the deliverable and which is accepted by the Employer.</p> <p>(f) All payments under this Contract shall be made to the accounts of the Vendor specified in the SC.</p> <p>(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Vendor of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Vendor in writing and the Vendor has made necessary changes as per the comments / suggestions of the Employer communicated to the Vendor.</p> <p>(h) In case of early termination of the contract, the payment shall be made to the Vendor as mentioned here with:</p> <p>(i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Vendor shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.</p> <p>(ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Vendor in this regard with supporting documents and based on the assessment of the work done and the respective</p>
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	rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.
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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 no failure to agree on any action pursuant to this Clause shall 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) In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Vendor, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred

	<p>to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Vendor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary, Planning Commission, Government of India. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</p> <p>(b) Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Vendor. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.</p>
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9. LIQUIDATED DAMAGES

9.1 Liquidity Damages	The parties hereby agree that due to negligence 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.
9.2 Liquidity Damages	The amount of liquidated damages for a particular deliverable under this Contract shall not exceed 5 % of the proportionate value of the portion of that deliverable which is deemed incomplete by the Employer as specified in Appendix D.
9.3 Liquidity Damages	If a particular deliverable is not submitted as per schedule as specified in Appendix A (Project Milestones) on account of reasons solely attributable to the Vendor, the Vendor shall be liable to pay 5% of the total cost of that deliverable, for delay of each week beyond 15 days or part thereof

10. MISCELLANEOUS PROVISIONS

<p>10.1 Miscellaneous Provisions</p>	<ul style="list-style-type: none"> (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent. (ii) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof. (iii) The Contractor/Vendor shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract. (iv) Each member/constituent of the Contractor/Vendor, in case of a Consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract. (v) The Contractor/Vendor shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project. (vi) The Contractor/Vendor shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's / Vendor's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor/Vendor. (vii) The Contractor/ Vendor shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working
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	<p>for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract</p>
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III. Special Conditions of Contract

(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
1.6	{The Vendor is <i>[insert name]</i> }
1.7	The Authorized Representatives are: For the Employer: Name of Officer _____ For the Vendor: _____
1.10	The risks and the coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Vendor or its Personnel or any Sub-Vendors or their 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) employer'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 documents prepared by the Vendor in the performance of the Services.
1.11	The amount in local currency is <i>[insert amount]</i> .

1.13	The Arbitration proceedings shall take place in New Delhi in India.
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Binding signature of Employer Signed by _____ (for
and on
behalf of the President of India)

Binding signature of Vendor Signed by _____ (for
and on
behalf of _____ duly authorized vide Resolution
No _____ dated _____ of the Board of Directors of _____)

In the presence of

(Witnesses)

1.

2.

IV. Appendices

Appendix- A

DESCRIPTION OF SERVICES

[Give Note: This Appendix will include the final Terms of Reference worked out by the "Employer" and the Vendors during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by "Employer", etc.]

Appendix-B REPORTING REQUIREMENTS

[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable".]

UIDAI to fill this up based on requirements. However, it is suggested to have review meetings before and after each deliverable submission for providing suggestions, validation and review.

Appendix-C**Resource Costs on Time & Material basis**

Provide average resource cost (per month) for providing services which may be required by the UIDAI in addition to the services as per the statement of work in this RFP.

S. No	Resource (A)	Resource month Rate (INR)** In figure (B)	Resource month Rate (INR) In words (C)
1	Instructional design Expert		(C1)
2	Content writer		(C2)
3	Simulation developer		(C3)
4	Graphic and Animation developer		(C4)
5	Translator (for translating content into regional languages)		(C5)
5	Master Trainer (for conducting training)		(C6)

**inclusive of all taxes

Appendix-D

DUTIES OF THE "EMPLOYER"

(Include here the list of Services, facilities and property to be made available to the Vendor by the "Employer").

9. Assign named persons for the different roles assumed by the UIDAI
10. Assign a nodal person for day to day interactions
11. Identification of Master trainer/trainers and staff that need to be trained
12. Participate in project, design and development reviews
13. Take decisions wherever appropriate and provide direction to the progress of the project.
14. Provide necessary feedback and inputs, as and when required by CDA.
15. Facilitate stakeholder consultations for the said assignment.
16. Provide acceptance of the deliverables within the stipulated time schedules.

Appendix-E

Format of Bank Guarantee

Dear Sirs,

Guarantee No. _____

Amount of Guarantee _____

Guarantee cover from _____

Last date for lodgment of claim _____

This Deed of guarantee executed by the(name of Bank) having its Central Office at and amongst other places, a Branch at _____

(hereinafter referred to as 'the Bank') in favour of _____ (hereinafter referred to as 'the Beneficiary ') for an amount not exceeding Rs _____ (Rupees _____

_____) at the request of _____

(hereinafter referred to as 'the Contractor/s').

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. _____ (Rupees _____) and the Guarantee shall remain in full force up to _____ (Date of expiry) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before the _____ (last date of the claim)

BANK GUARANTEE

To

Assistant Director General (ADG),
Unique Identification Authority of India (UIDAI),
Planning Commission, Govt. of India (Gol),
1st Floor, Tower I, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110001

Dear Sir,

BANK GUARANTEE

WHEREAS

.....(Company name), a company registered under the Companies Act, 1956 having its registered and corporate office at, hereinafter referred to as "our constituent", Which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated_____ (Herein after, referred to as "contract") with Unique Identification Authority of India, Govt. of India as detailed in the said contract.

We are aware of the fact that as per the terms of the Contract,(Company name) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount INR (in words) and guarantee the due by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach / default of the said Contract by our Constituent. In Consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we (Name and Branch of Bank) have agreed to issue this Bank Guarantee.

Therefore, we (Name and Branch of Bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR (Amount in words) without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es),as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims

under this Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Bank Guarantee shall continue and hold good till date subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract to date _____ as per said Contract.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

- (i) Requiring beneficiary to pursue legal remedies against(Company name) for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained herein above, our liability under this Bank Guarantee is restricted to INR(Amount in words) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the Power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, Notwithstanding any arrangement that may be entered into between you and our Constituent, during the entire currency of this guarantee.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject-matter hereof brought by you may not be enforce in or by such count.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed INR(Amount in words).

This Bank Guarantee shall be valid only up to _____ (date)

We are liable to pay the guaranteed amount or part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before _____(date).

Yours faithfully,

For and on behalf of the _____ Bank,

(Signature)

Designation

(Address of the Bank)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

APPENDIX-F

Queries on RFP

S No	Page No. and Clause	Details	Remarks/Change Request

---END of CONTRACT---