

SECTION-II

INSTRUCTION TO BIDDERS

PART-I: GENERAL:

1. Definitions	<p>a) “Purchaser” means the Unique Identification Authority of India (UIDAI) with which the selected Bidder signs the Contract for the Services.</p> <p>b) “Bidder” means any entity that may provide or provides the Services to the Purchaser under the Contract.</p> <p>c) “Supplier/Service Provider” means the Bidder/s that has been selected by the Purchaser for execution of the services.</p> <p>d) “Bid” means the Financial Proposal consisting of documents as stipulated in this RFP.</p> <p>e) “Instructions to Bidders” (Section II of the RFP) means the document which provides all information to the interested Bidders required to prepare their bids. This document also details out the eligibility criteria and process for the selection of the Suppliers.</p> <p>f) “Scope of Work” (SoW) means the Section III of the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Purchaser and the Supplier. It also includes the Service Level Agreement (SLA).</p> <p>g) “Standard Contract” means the Annexure-III of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Supplier.</p> <p>h) “Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder’s team by virtue of this Contract that:</p> <ol style="list-style-type: none"> (i) Is by its nature confidential or by the circumstances in which it is disclosed confidential and/or (ii) Is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; <p>i) But does not include information which is or</p>
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	<p>becomes public knowledge other than by a breach of this Contract.</p> <p>j) "Site" means the facilities approved by UIDAI for the purposes of the Contract wherein the operations/services as specified in the 'Scope of Work' are to be provided/carried out.</p> <p>k) "Consortium member" means any person or entity with whom the Bidder teams up to deliver any part of the Services.</p> <p>l) Government bodies or PSUs means bodies like Department of Posts and Public Sector Undertakings etc involved in delivery of documents.</p>
2. General	<p>a) All the provisions listed out in the Request for Proposal (RFP) issued by the UIDAI shall be binding upon the participating bidders of this RFP.</p> <p>b) The UIDAI will select Suppliers, in accordance with the method of selection as detailed in Part-IV of Section-II "Selection Process".</p> <p>c) The detailed scope of the assignment/ job has been described in the Scope of Work in Section III of RFP.</p> <p>d) The date, time and address for submission of the bid have been given in the Schedule for RFP at Part-1 of Section -1 of RFP.</p> <p>e) Interested Bidders are invited to submit the documents for Pre-Qualification, Technical Bid and Financial Bid, strictly as per Part V of Section II -"Bid Preparation and document Checklist".</p> <p>f) The Purchaser is not bound to accept any or all the bids, and reserves the right to annul the selection process at any time prior to award of Contract, without thereby incurring any liability to the Bidders.</p>
3. Only one Bid	<p>a. A Bidder shall submit only one Financial Bid for each Delivery State. If a Bidder (single/ consortium partner) submits or participates in more than one bid for each of the proposed delivery state, such bids shall be disqualified.</p> <p>b. Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs.00.00)</p>
4. Bid Validity	<p>The Part II of Section-II 'Data Sheet' indicates period of validity of Bid for which the bid shall remain valid after the submission date.</p>

5. Consortium	<p>a) UIDAI shall allow submission of proposals from consortiums due to following considerations:</p> <ol style="list-style-type: none"> Reducing the total cost of ownership for UIDAI. Considering the unprecedented nature of requirements, UIDAI believes that there are numerous possibilities for innovative and reliable cost effective solutions that could be developed by harnessing the capabilities available in the market presently, including those of the small but emerging players. <p>b) The Bidder may form a consortium with other agencies at the time of submission of proposal.</p> <p>c) However, the Purchaser shall deal with only the lead member of the consortium of the Bidders for the purpose of this assignment.</p> <p>d) Although the contract shall be signed by all the members of the consortium of the Bidders, the lead member of the consortium of the Bidders shall be responsible and liable to the Purchaser for every aspects of their contractual obligations, responsibilities etc under the contract.</p> <p>e) The lead member participating with consortium approach shall briefly define the role of each consortium member including itself in its response clearly indicating their scope of work/responsibilities and relationship.</p>
6. Qualifications of the Consortium Members	<p>Consortiums are permitted only if each of the consortium members is a registered firm. Please refer to TABLE – 2 for providing details on the consortium.</p>
7. Conditions for forming Consortiums	<ol style="list-style-type: none"> The lead member should necessarily satisfy the pre-qualification criteria. The following conditions for forming consortiums must be noted carefully: <ol style="list-style-type: none"> The lead bidder may propose and submit separate delivery solution for each delivery state as part of the proposal. The lead bidder is allowed to form consortium(s) for 1 (one) or both of the proposed delivery solution. The delivery solution of each state may be separate or

	<p>single for both states, but there shall be one solution for one state. The bid for each state has to be submitted separately. The details of proposed solution and related consortium members should be provided in Table – 2 of Part III under Section II as part of RFP response.</p> <p>iii. In case of consortiums, the consortium member who is not the lead bidder shall be hereinafter referred to as 'Non-Lead consortium member'.</p> <p>iv. The lead bidder shall be solely responsible for the discharge and administration of all the obligations under the contract. The lead bidder shall confirm unconditional acceptance of full responsibility for executing the 'Scope of Work' and meeting all obligations of the project. The confirmation should be furnished as part of the RFP response (Self Certification).</p> <p>v. An authorized representative of the lead bidder shall initial all pages of the RFP proposal. The authorization shall be in the form of a written power of Attorney accompanying the response demonstrating that the representative has been duly authorized to sign. In case of consortium, each consortium member should furnish a letter in favour of the Prime Respondent, authorizing to submit and sign the RFP response.</p> <p>vi. After the submission of response proposal no addition or deletion of consortium member is permitted.</p> <p>vii. The lead bidder shall be required to submit a joint Memorandum of Understanding (MoU) between the consortium members for the contract. The proposals not accompanying such MoU shall not be accepted for bidding purposes.</p> <p>viii. lead bidder cannot be a Non-lead consortium member.</p>
8. Tenure of Contract	<p>a. The tenure of the Contract shall be as specified in 'Data Sheet' at Part-II of Section-II.</p> <p>b. Extension of the contract: The contract may be</p>

	<p>extended as specified in 'Data Sheet' at Part –II of Section-II.</p> <p>c. Termination of the contract: Notwithstanding the allocation of the volume of work during the Contract period and/or tenure of Contract, the UIDAI, without prejudice or liability, reserves the right to terminate the contract at any time.</p>
9. Clarification and Amendment of RFP Document	<p>a. Bidders may request a clarification in the RFP document up to the number of days indicated in 'Data Sheet', before the bid submission date. Any request for clarification must be sent in writing or by standard electronic means like email to the Purchaser's address indicated in the Schedule.</p> <p>b. At any time, before the submission of Bids, the Purchaser may amend the RFP by issuing an addendum/ corrigendum in writing or by standard electronic means like email. The addendum/ corrigendum shall be sent to all Bidders and will be binding on them.</p>
10. Preparation of Financial bid	<p>a. The preparation of the Financial Bid as well as all related correspondence between the Bidders and the Purchaser, shall be in English</p> <p>b. The Financial Bid shall be prepared using the attached Standard Forms (Annexure-I and Annexure-II). It shall include all costs associated with the Service/Assignment. The financial bid shall not include any conditions attached to it and any conditional financial bid shall be summarily rejected.</p>
11. Taxes	<p>a. The Bidder may be subject to taxes, such as, but not limited to VAT, Service tax, Income tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. Bidders shall include all such taxes in quoted cost in the financial bid.</p>
12. Earnest Money Deposit (EMD)	<p>a. An EMD of the value as specified in the 'Data Sheet' may be deposited in the form of Demand Draft drawn in favour of "Pay & Accounts Officer, UIDAI, New Delhi" payable at New Delhi.</p> <p>b. EMD in the form of Bank Guarantee will also be accepted. The Bank Guarantee may be addressed to the 'Pay & Accounts Officer' Unique Identification Authority of India, 2nd</p>

	<p>Floor, Tower-1, Jeevan Bharati Building, New Delhi-110001. The Bank Guarantee should be valid for minimum 90 days from the date of closing the final bids.</p> <p>c. Separate EMD is to be deposited in case the bidder wishes to Bid for both States</p> <p>d. Bids not accompanied by EMD shall be rejected as non- responsive.</p> <p>e. No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit.</p> <p>f. The EMD of the unsuccessful bidders would be returned within 45 days of signing of the contract.</p> <p>g. Only Department of Posts is exempted from submission of EMD.</p>
13. Forfeiture of EMD	<p>The full amount of EMD shall be forfeited by the Purchaser in the following events:</p> <p>a. If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.</p> <p>b. If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid 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 Bidder/s selected as 'Suppliers' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).</p> <p>e. Fails to start work as Clause 20.</p>
14. Tender Fees	<p>The RFP is available to be downloaded online, free of cost. However at the time of submission of RFP, bidders are required to pay non-refundable Bid Fee as specified in the 'Data Sheet' in the form of Demand Draft drawn in favour of "PAO, UIDAI, New Delhi" payable at New Delhi. This RFP Fees should be clearly marked "Bid Fee" and included along with the Application in a separate cover. Only Department of Posts is exempted from submission of Tender Fee.</p>
15. Performance Bank Guarantee	<p>The selected Bidder shall be required to furnish a Performance Bank Guarantee equivalent to 10% (Ten percent) of the assessed</p>

	<p>value of the contract, in the form of an unconditional and irrevocable Bank Guarantee from a scheduled Commercial Bank in India in favour of 'PAO, Unique Identification Authority of India, New Delhi' for beyond 90 (Ninety) days of the entire period of contract. The Bank Guarantee must be submitted within 15 (Fifteen) days from the date of award of contract but before signing the contract. The successful bidder has to renew the Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any. 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 Bank Guarantee and after signing of the contract, the demand draft/bank guarantee submitted towards EMD would be returned in original. Only Department of Posts is exempted from submission of Performance Bank Guarantee.</p>
<p>16. Submission, Receipt, and Opening of Bids</p>	<ol style="list-style-type: none"> a. The original Financial Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the Bid must initial such corrections. The use of correction fluid is STRICTLY PROHIBITED and bids using correction fluid will be rejected. b. An authorized representative of the Bidders shall initial/sign all pages of the original Financial Bid. The authorization shall be in the form of a written power of attorney accompanying the Financial Bid or in any other form demonstrating that the representative has been duly authorized to sign. The envelope containing the signed Financial Bid shall be marked "ORIGINAL FINANCIAL BID". c. For instructions on bid preparation and checklist of documents required for bid submission please refer Part-V of Section-II. d. The Purchaser shall not be responsible for misplacement, losing or premature opening, if

	<p>the outer envelope is not sealed and/or marked as stipulated. UIDAI reserves the right to accept or reject such bids. If the Financial Bid is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Bid non-responsive.</p> <p>e. The Bids must be sent to the address as indicated in Part-II 'Data Sheet' and received by the Purchaser not later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2 of this Part. Any bid received by the Purchaser after the deadline for submission shall not be considered and returned unopened.</p>
17. Right to Accept / Reject the Bid	Purchaser reserves the right to accept or reject whole or in part any Bid and to annul the RFP process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.
18. Public Opening and Evaluation of Financial Bids	<p>a. Financial bids will be opened publicly on the date & time specified in the Schedule, in the presence of the Bidders' representatives who intend to attend.</p> <p>b. The Purchaser reserves the right to correct any computational errors. In case of discrepancy in amounts "in figures" and "words", the amount indicated in "words" shall prevail.</p> <p>c. Award of contract and distribution of States among the qualified bidders will be done as per the process defined in Part-IV of Section-II. However UIDAI reserves the right to distribute the work whole or in part in any of the States without any liability.</p>
19. Dis-qualification	<p>a. Purchaser may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:</p> <p>b. Submitted the application after the response deadline;</p>

	<ul style="list-style-type: none"> c. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements; d. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years; e. Submitted an application that is not accompanied by required documentation or is non-responsive; f. Failed to provide clarifications related thereto, when sought; g. Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member for each delivery state; h. Was declared ineligible/blacklisted by the Government of India/State/UT Government; i. Is in litigation/arbitration with any office or department of Government of India;
20. Award of Contract	<ul style="list-style-type: none"> a. The Purchaser shall issue a 'Letter of Intent' to the selected Bidders after mutual acceptance of the Work Plan. b. The Bidders will sign the contract as per the standard form of Contract in Annexure III within 7 days from date of issue of the Letter of Intent (LoI). c. The Bidders are expected to commence the assignment within 30 days of signing of Contract. In case the winning Bidder fails to start the assigned work within 30 days of signing of Contract, then the Purchaser may cancel the award of work to the lowest bidder and negotiate with the next lowest bidder, as the case may be, for award of work.
21. Termination of Contract	Notwithstanding the duration of the contract, the termination of the Contract is subject to the conditions as stipulated in Para 2 of General Conditions of Contract.

PART-II: DATA SHEET:

Paragraph Reference	Details
4.	Bid Validity: Bids must remain valid for 90 days after the submission date of Final Bids.
8.	Tenure of Contract: The contract shall be in force for Two years (24 months) subject to adherence to time lines/time frame and as per the terms and conditions of RFP. Extension of Contract: UIDAI reserves the right to extend the contract for a period of one year or a part thereof either on existing or amended terms and conditions of the contract.
9.	Clarifications may be requested not later than the date defined in the Schedule. Clarifications may be e-mailed (only) to the following address: Card@uidai.gov.in (The clarifications will be given on the UIDAI website only). The address is www.uidai.gov.in Bidders are advised to check for the clarifications carefully on UIDAI website as above before bidding.
12.	Amount of refundable EMD is Rs. 25.00 lakh (Rs. Twenty Five Lakh only). Only Department of Posts is exempted from submission of EMD.
14	Non refundable Bid Fee is Rs.20,000/- (Rs. Twenty thousand only). Only Department of Posts is exempted from submission of Bid Fee.
15.	Performance Bank Guarantee will be 10% of the assessed value of the contract. Only Department of Posts is exempted from submission of Performance Bank Guarantee.

PART-III: ELIGIBILITY CRITERIA:**TABLE 1. CRITERIA FOR PRE-QUALIFICATION:**

1	Name of the Bidder			
2	Mailing address			
3	Telephone and Fax Number			
4	E-mail address			
5	Name and designation of the person authorized to make commitments to UIDAI <i>(Certificate of Authority to be provided)</i>			
6	Year of establishment and constitution of firm/company			
7	Other financial activities of the firm/company			
ONLY DEPARTMENT OF POSTS IS EXEMPTED FROM FILING THE DETAILS BELOW 1 TO 7.				
S.No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
1	Company registered in India under the Companies Act 1956	Certificate of Incorporation/Registration		
2	The bidder / lead bidder should have been in the business of delivery of documents for the last 3 financial years.	Certificate from statutory auditor		
3	Average overall annual turnover of at least Rs.10.00 crore (Rupees Ten crore only) from the core operations relating to delivery of documents and parcels within India only, during the	Audited/ Certified financial statements & annual report for 2009-2010, 2010-2011 & 2011-2012. In case revenue from the core		

	previous three financial years (2009-2010, 2010-2011 & 2011-2012).	operations relating to delivery of documents and parcels is not mentioned explicitly, a certificate from the statutory auditors of the company qualifying the revenue may be submitted.		
4	Should not have defaulted on any bank/institutions' loans in the past	Certificate from statutory auditor		
5	Should not have defaulted in payment of statutory dues or liabilities	Certificate from statutory auditor		
6	Should have filed income tax returns for the three financial years (2009-2010, 2010-2011 & 2011-2012).	Copy of the IT returns for financial years 2009-2010, 2010-2011 & 2011-2012, duly acknowledged by Income-Tax department		
7	Should not have been blacklisted by any government agency/department at any point of time.	Certificate from statutory auditor		

TABLE 2. CONSORTIUM DETAILS:

Proposed solution for Delivery State _____(Name of Delivery State)		
S.NO.	CRITERIA	DETAILS
1.	Name of the Lead Bidder	
2.	Members of the Consortium	
3.	Proposed role of the Consortium members	
4.	Details of the projects undertaken by Consortium (if any)	

Note: if bidding for both the States, it is desirable that the information in Table – 2 is submitted separately for each delivery state.

TABLE 3. TECHNICAL EVALUATION CRITERIA

S.No.	Criteria	Max. Score	Marks	Documents attached in support of claim
1	Capability and Profile	30		
1.1	Infrastructure – Head Office and Branch Offices owned exclusively. Average on-roll head count per office Manpower and Delivery Vans available for first mile and last mile		10	
1.2	IT capability Track and Trace capability		10	

	Pin Codes presently covered as percentage of total Pin Codes within the state for which bid is submitted			
1.3	Quality/experience of Technical personnel		10	
2	Past experience of the Firm	30		
2.1	Number of years in distribution/document delivery business (Min 3 yrs)		8	
2.2	Turnover from similar work from operations within India (Min 10 crores)		10	
2.3	Number of similar works executed		7	
2.4	Size of single largest domestic customer supported		5	
3	Delivery Methodology	40		
3.1	Document pick-up, consolidation and delivery methodology		10	
3.2	Proposed ramp-up plan for additional coverage		5	
3.3	Quality of MIS		5	
3.4	Security of Documents		5	
3.5	Innovation and features beyond requirements		15	
		100	100	
Documents should be attached in support of the claim for each point.				
All bidders who meet the Pre-Qualification criteria may be invited to make a 30 minute Presentation. The presentation must contain the details on the subjects given above.				
The UIDAI reserves the right to conduct due diligence visit to any or all of the short-listed bidders for a physical verification of stated capacities and capabilities. Discrepancy between stated capacity/capabilities and site verification shall result in immediate disqualification.				

PART-IV: SELECTION PROCESS:**1. EVALUATION OF PROPOSALS:**

The evaluation of the proposal will be done in 3 parts:

1.1 Preliminary Scrutiny: Each proposal will be scrutinized by a Screening Committee of UIDAI to determine whether the documents have been properly signed, all relevant papers submitted and the proposal is in order. Proposals not conforming to such requirements will be prima facie rejected.

1.2. Pre-Qualification: The minimum qualifying criteria mentioned in Table-1 at Part-III of Section-II will need to be met to be considered for technical evaluation.

1.3. Technical Evaluation:

(a) The bid will be evaluated based on the weightages and parameters detailed in Table-2 at Part-III of Section-II. Based on the 'Evaluation Parameters', points shall be awarded and Total Technical Score (TS) computed for each bid. It is mandatory for the Bidders to secure minimum qualifying points of 75 on overall maximum score.

(b) All bidders who meet the Pre-Qualification criteria, may be invited to make a maximum of 30 minute Presentation, as part of the Technical Evaluation as indicated in Table-2 at Part-III of Section-II. The presentation must contain a video of the actual facilities available (as per the requirement of this RFP). Two copies of Presentation (in the form of properly marked two CDs) will have to be submitted at the time of submission of bid.

(c) In order to qualify as defined hereunder as 'Technically Qualified Bidder' (TQB), the bidders should have scored a minimum of 75 marks. Only TQBs will be considered for Commercial Evaluation.

2. SELECTION OF FIRMS:

- 2.1 The Financial Bids of only the 'Technically Qualified Bidders' will be opened.
- 2.2 It is envisaged to engage ONE service provider for each delivery State.
- 2.3 Bids received will be arranged from Lowest Cost (**L1**) to highest cost.
- 2.4 The lowest rate L1, received from a qualified bidder will be treated as the **"Discovered Rate" for each Delivery State.**
- 2.5 In case of a tie between bidders at L1 level (Discovered Rate) the bidder with higher technical score will be treated as L1. In case of tie in Technical scores also, UIDAI reserves the right to award the contract in whole or in part or in any ratio between the bidders. The decision of UIDAI in this regard shall be binding on bidders.

PART-V: BID PREPARATION AND DOCUMENTS CHECKLIST:**1. FINANCIAL BID FORMS**

The bidder shall quote the **total per unit cost of delivery of Document** for providing services as per the Scope of Work given in Section III which shall include all the statutory taxes, levies, duties etc. The **total per unit cost of delivery of Document** quoted shall also be inclusive of all costs for providing other additional services specified in the 'Scope of Work'. The total cost quoted shall be inclusive of all incidental expenses. The 'Cost' should also be inclusive of all taxes, such as, but not limited to, VAT, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract.

2. FINANCIAL BID COVERING LETTER

The Bidders shall submit the Financial Bid Covering Letter as given in Annexure I.

3. FINANCIAL BID FORM

The Bidders shall submit the Financial Bid Form as given in Annexure-II along with covering letter as specified in Annexure-I. Financial Bids which are not submitted as per the Financial Bid Forms shall be summarily rejected. Any conditional bids shall also be summarily rejected during the evaluation of the financial bids.

CHECKLIST

S.No .	Category	Detailed description	Compliance (Yes/No)
1.	Pre-Qualification Criteria	One SEPARATE sealed envelope, clearly marked " PRE-QUALIFICATION " containing the following: - List as per Table -1 of Part-III. Supporting Documents as per Table -1 of Part-III. Envelope containing the EMD.	
2.	Technical Evaluation Criteria	One SEPARATE sealed envelope, clearly marked "TECHNICAL EVALUATION" containing the following: -	

		<p>List as per Table -2 of Part-III.</p> <p>Supporting Documents as per Table-2 of Part-III.</p> <p>Two properly marked CDs containing the presentation.</p>	
3.	Financial Bid	One SEPARATE sealed envelope, clearly marked "FINANCIAL BID" containing the separate financial bids filled out in the formats as specified in Annexure- I & II of Section-V for each of the Delivery state.	
4.	ORIGINAL and COPY envelopes	All of the envelopes specified in line items 1, 2 and 3 needs to be placed in one larger sealed envelope. Two such large envelopes each containing line items 1, 2 and 3 needs to be prepared. One marked as "ORIGINAL - Bid for Delivery of Aadhaar Documents " and other marked as "COPY - Bid for Delivery of Aadhaar Documents".	
5.	One Single Envelope	<p>The two envelopes as specified in line item 4 needs to be put into one larger sealed envelope and marked as "Bid for Delivery of Aadhaar Documents".</p> <p>This envelope shall also contain the Bid fee.</p> <p>This is the final form of the Bid document that will be submitted at the address specified in Data Sheet – Part II of Section-II.</p>	

Note: *It is desired from the bidders that all the envelopes are properly marked and sealed as indicated above and also indicates the name of the bidder firm. All the documents must be properly tagged and indexed.*