



सत्यमेव जयते

Unique Identification Authority of India (UIDAI)

REQUEST FOR PROPOSALS

FOR

DEVELOPING SIMULATOR FOR TRAINING OF
OPERATORS/SUPERVISORS UNDER AADHAAR

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Section 1: Letter of Invitation

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

Dear Bidder,

1. The Unique Identification Authority of India (UIDAI), Planning Commission, Government of India invites proposals from organizations/institutions for creating a 'Simulator' to test the skills and knowledge of the target audience on the Aadhaar Application and the Biometric devices under the UID project. This will essentially include centralized training simulation in English.

More details on the scope of work and services expected from the agency are provided in the Section 5: Statement of Work in this RFP document. Your firm is now invited to submit your proposal as per the attached RFP document.

2. A firm will be selected on the basis of technical evaluation described in this RFP.

3. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 – Part I - Information to participants

Part II - Data Sheet

Section 3 - Technical Proposal - Standard Forms

Section 4 – Financial Proposal – Standard Forms

Section 5 - Standard Form of Contract

Section 6 – Standard Form of Contract

4. Please inform us, upon receipt:

- that you received the letter of invitation; and
- whether you will submit a proposal.

Yours sincerely,
Deputy Director General,
UIDAI

Section 2: Instructions to Bidders

PART I

STANDARD

Definitions	<p>(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.</p> <p>(b) "Bidder" means any entity or person that may provide or provides the Services to the Employer under the Contract.</p> <p>(c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, which is the General Conditions (GC), the Special Conditions (SC), and the Appendices.</p> <p>(d) " Data Sheet" means such part of the Instructions to Bidders used to reflect specific country and assignment conditions.</p> <p>(e) "Day" means calendar day.</p> <p>(f) "Government" means the government of the Employer's country. In this project "Government" means Government of India.</p> <p>(g) "Instructions to Bidders" (Section 2 of the RFP) means the document which provides interested Bidders with all information needed to prepare their Proposals.</p> <p>(h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the Bidders.</p> <p>(i) "Personnel" means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof;</p> <p>(j) "Proposal" means the Technical Proposal and the Financial Proposal.</p> <p>(k) "Request for Proposal" (RFP) means this document which explains scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the assignment.</p> <p>(l) "SRFP" means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of this RFP.</p> <p>(m) "Assignment / job" means the work to be performed by the Bidder pursuant to the Contract.</p>
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	<p>(n) "Statement of work" means the document included in the 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.</p> <p>(o) "EC" means the Evaluation Committee formed by UIDAI</p> <p>(p) The agency means the the Simulator development agency</p> <p>(q) UID Client Application software means the software being used in enrolment process for capturing the resident's information.</p>
Introduction	UIDAI will select a Simulator Development Agency which must be an organization/Institute (the Bidder), in accordance with the method of selection specified in the Data Sheet. UIDAI reserves the right to award or cancel the award of contract to the selected bidders.
	The name of the assignment /job has been mentioned in the PART II Data Sheet. Detailed scope of the assignment / job has been described in the SOW Section 5.
	The date, time, and address for submission of the proposals have been given in Part II Data Sheet.
	Interested Bidders are invited to submit a Technical Proposal and a Financial Proposal, for Simulator Development required for the assignment named in the Data Sheet. The Proposal, technical presentation, and any clarifications provided by the bidder along with the Statement of Work provided in the RFP will be basis for contract negotiations and ultimately for a signed contract with the selected Bidder.
	Bidders should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain any additional information Bidders are encouraged to write an email to simulator.training@uidai.gov.in .
	The Employer will provide at no cost to the Bidders the inputs and facilities specified in the Data Sheet and make relevant project data and reports.
	Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.
Unfair Advantage	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>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> <p>(a) defines, for the purpose of this paragraph, the terms set forth below as follows:</p> <p>(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;</p> <p>(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p>
	The Bidders shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
Only one Proposal	A Bidder may submit only one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.
Proposal Validity	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 the availability of Professional staff nominated in the Proposal and fully commit to the prescribed fee fixed for this contract. 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 confirm that they maintain the availability of the Professional staff nominated in the Proposal and fully commit to the fixed financials 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.
Eligibility of Sub-Bidders	The Employer shall select a single company as defined in the "Companies Act of 1956" for the execution of this contract and any sub-bidders, contractors, joint-ventures, partnerships, or consortiums shall not be allowed.
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 in the Datasheet before the proposal submission date. Any request for clarification must be sent in by email in the prescribed format given as annexure 1 in

	<p>this document on Employer's Email Id indicated in the Datasheet. The Employer will by standard electronic means of the response (including publishing an explanation of the query but without identifying the source of inquiry on UIDAI website) answer the queries. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para 2.2. A pre Bid meeting too will be called to address the queries of the applicants as per the date indicated in the data sheet.</p> <p>2.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum/ corrigendum in writing or by standard electronic means. The addendum/ corrigendum shall be published on the UIDAI website and will be binding on. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.</p>
3. Preparation of Proposals	<p>3.1 The Proposal (see para 1.2) as well as all related correspondence exchanged by the Bidders and the Employer, shall be written in English</p>
	<p>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) Technical Proposal (ii) Financial Proposal apart from documents required for the Eligibility Criteria</p>
	<p>3.3 While preparing the Technical Proposal, Bidders must give particular attention to the following:</p> <p>(A) If a Bidder considers that it may enhance its expertise for the assignment by associating with individual experts it may do so.</p> <p>(B) The proposal shall be based on the deliverables specified under Statement of Work</p>
Technical Proposal Format and Content	<p>3.4 Bidders are required to submit the Full Technical Proposal (FTP). The Datasheet 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.</p> <p>The Technical Proposal shall provide the information indicated in the following paras (a) to (g) using the attached Standard Forms (Section 3).</p> <p>(a) For the full technical proposal: A brief description of the bidder's organization and an outline of the recent experience of the Bidder's on assignments of a similar nature are required in</p>

	<p>FORM TECH-2 of Section-3. 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.</p> <p>Assignments completed by individual Professional staff working privately or through agencies cannot be claimed as the experience of the Bidder, or that of Bidder's associates, but can be claimed by their professional staff themselves in their CV. Bidder's should be prepared to substantiate the claimed experience if so required by the Employer.</p> <p>(b) A description of the approach, methodology, and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organizing and staffing schedule. The work plan should be consistent with the Work Schedule (FORM TECH-6 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.</p> <p>(c) The list of the proposed Professional staff team to be engaged in this arrangement by area of expertise, the position that would be assigned to each staff member, and their Tasks (FORM TECH-7 of Section 3).</p>
	3.5 Technical proposal containing financial information shall be declared non responsive and shall be summarily rejected.
	3.6 The Technical proposal (original copy and CDs) shall not include any financial information.
Financial Proposal Taxes	3.7 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.
	3.8 The Bidder may be subject to local taxes (such as: value added or sales tax, service tax, duties, fees, levies) on amounts payable to the applicant under the Contract. The prescribed fee structure shall include all such taxes.
	<p>Bidders should provide the price of their services in Indian Rupees.</p> <p>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.</p>
Earnest Money Deposit (EMD), and Performance Guarantee.	<p>3.9 Earnest Money Deposit</p> <p>I. An EMD of Rs. Fifty Thousand, in the form of DD drawn in favor of „PAO, UIDAI, New Delhi“ and 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 earnest money deposit.</p> <p>IV No bank guarantee will be accepted in lieu of the earnest money deposit.</p> <p>V The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.</p>
	<p>3.10 The EMD shall be forfeited by the Employer in the following events:</p> <p>I. If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.</p> <p>II. 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>III. If the bidder tries to influence the evaluation process.</p> <p>IV. If the First ranked bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not</p>
	<p>3.11 Tender Fees:</p> <p>All bidders are required to pay Rs. 5000/- towards Tender Fees in the form of Demand Draft drawn in favour of 'PAO, UIDAI, New Delhi' and payable at Delhi with the bid document . The Tender Fee is Non-Refundable. The tender should be downloaded from the UIDAI website.</p>
	<p>3.12 Performance Bank Guarantee</p> <p>I. The selected bidder shall be required to furnish a Performance Bank Guarantee for an amount of INR Ten lakhs, in the form of an unconditional and 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 consultancy 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 guarantee and after signing of the contract, demand draft submitted towards EMD would be returned in original.</p> <p>The format for the Performance Bank Guarantee is the same as the "Format of Bank Guarantee" provided in Appendix F of RFP.</p>

4. Submission, Receipt, and Opening of Proposals	<p>4.1 The original proposal (Technical Proposal and Financial Proposal) 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 such corrections. Submission letters for the Technical Proposal and Financial Proposal should respectively be in the format of TECH-1 to TECH-9 of Section 3, and FIN-1 to Fin2 of Section 4, respectively.</p>
	<p>4.2 An authorized representative of the Bidders shall initial all pages of the original Technical Proposal and Financial Proposal. The authorization shall be in the form of a written power of attorney accompanying the Technical proposal and Financial Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical Proposal shall be marked "ORIGINAL".</p>
	<p>4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to and in the number of copies indicated in the Datasheet Para 4.3. 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". The envelopes containing the Technical Proposal, Financial Proposal, EMD, and Tender Fee shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address.</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 indicated in the Data Sheet and received by the Employer no later than the time and the date indicated in the Data Sheet,. 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, 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 has constituted a Evaluation Committee (EC) which will carry out the entire evaluation process.</p> <p>4.8 The Employer shall open the Technical Proposal immediately after the deadline for their submission.</p> <p>The envelopes with the Financial Proposal shall remain sealed and securely stored.</p>

Evaluation of Technical Proposal	<p>5.1 The Evaluation Committee (EC) shall first evaluate the Technical proposal. Technical bids of only those bidders will be evaluated that pass all the eligibility criteria. Eligibility Criteria is given under Subsection 1.11, Section 2.</p> <p>The EC while evaluating the proposal 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 (Section 2 1.12). 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 shall remain unopened. Bidders shall make presentation to Evaluation Committee which will be evaluated. 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>
Opening and Evaluation of Financial Proposals – QCBS Selection Procedure	<p>6.1 Financial Proposals of only those companies who are technically qualified shall be opened publicly on the date & Time specified in the Data Sheet or the date and time communicated by the UIDAI, in the presence of the Bidder's representatives who choose to attend. The name of the Bidder's their technical score (if required) and their Financial Proposal shall be read aloud.</p> <p>The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount 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 of items.</p> <p>6.2 In the QCBS method of selecting the Bidder, the lowest evaluated Financial Proposal (Fm) will be given 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.</p> <p>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: $S = St \times T\% + Sf \times P\%$. The company achieving the highest combined technical and financial score will be invited for negotiations, if required.</p>

7. Negotiations	7.1 Negotiations will be held at the address indicated in the Data Sheet. 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.
Technical negotiations	7.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and 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. The successful bidder will be expected to incorporate some features that other bidders propose in their bid documents.
Financial Negotiations	7.3 After the technical negotiations are over, financial negotiations should 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	7.4 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	7.5 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.

8 Award of Contract	8.1 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.
	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. UIDAI reserves the right to award or cancel the award of contract to the selected bidders.
	The Bidder is expected to commence the assignment on the date specified in Section-3 Form Tech 1.
Confidentiality	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.

Section 2: Instructions to Bidders

Part II Data Sheet

1.1	<p>Name of the Employer: Unique Identification Authority of India, Planning Commission, Government of India</p> <p>Method of selection: Technical qualification of eligible Bidders followed by Quality and Cost Based Selection (QCBS).</p>
1.2	Name of the assignment: Simulator Development under UID Project.
1.3	The Proposal submission address is: Shri Davinder Kumar, Deputy Director General (DDG), Address: Unique Identification Authority of India (UIDAI), Planning Commission, Govt. of India (GoI), 1st Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001
1.4	Proposals must remain valid for 120 days after the submission date.
1.5	Clarifications may be requested not later than 7 days before the submission date.

1.6	The bidder to submit all the documents listed in the Eligibility criteria, Section 2 subsection, 1.11
1.7	The formats of the Technical Proposal to be submitted are: Documents required as stated in Form Tech 1: Technical Proposal Submission Form Form Tech 2: Relevant experience Form Tech 3: Demonstrated level of Understanding Form Tech 4: Design of Proposed Assignment Form Tech 5: Approach and Methodology Form Tech 6: Project Plan Form Tech 7: Team Composition Form Tech 8: Curriculum Vitae Form Tech 9: Maintenance and Support Plan
1.8	The formats of the Financial Proposal to be submitted are: Form FIN-1 Form FIN-2 Form FIN-3
1.9	Bidder to state local cost in Indian Rupees.
1.10	Bidder must submit the following: (a) Original and 1 duplicate hard copy and 2 soft copies (on a non-rewriteable CD) of the Technical Proposal, and (b) Only the original hard copy of the Financial Proposal

1.11 (A) . 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 2011.</p> <p style="text-align: center;">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 2011</p>	<p>Certificate of Incorporation / Any other relevant document.</p>

2.	The applicant should have completed at least five assignments in content development for education/ training/ testing with an order value of at least Rupees 10,00,000 (Rupees Ten lakhs) each in the preceding five years.	Copy of work orders and project completion certificate from client confirming year and area of activity.
3.	The applicant should have had an average annual turnover/budget outlay including consulting work of Rupees. 10 Crores during the last 3 financial years ending 31 st March 2011	Audited balance sheets
4.	The applicant should be single applicant	
5.	The applicant should be solvent during the last three financial years (FY 2010-11, 2009-10, 2008-09,)	

1.11 (B) The evaluation of the bid documents shall be done by a committee constituted by the UIDAI. The Evaluation Committee shall follow a PASS / FAIL for eligibility criteria. The Applicants should PASS all the eligibility criteria listed in sub section 1.11(A) of this document. **The technical proposals of only those bidders who pass all the eligibility criteria would be opened.**

1.12 Technical Evaluation Parameters

	Evaluation of technical proposals of the bidders shall be carried out by UIDAI based on the listed criteria, sub-criteria, and point system.
	<p>A. Relevant Experience (Form Tech-2) Max Points-25</p> <p>The past performer 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 5 relevant past experiences. The following parameters shall be considered in the submitted project assignments for the purpose of evaluation:</p> <p>1. No. of assignments overall relevant to the scope as of the present RFP – 5 points</p> <p>2. Experience in developing Game-based Simulators to examine the knowledge of the target audience on the tasks performed- 5 points (The bidder will demonstrate one game based simulator</p>

	<p>developed by the bidder . The bidder should demonstrate a project that is relevant to UIDAI's assignment)</p> <p>3. Experience in creating practice sessions and a variety of testing questions with multiple levels (Basic -> Intermediate -> Advance) with appropriate challenges and scoring techniques to encourage the learner and build upon his/her skills – 10 points (The bidder will demonstrate practice exercises and testing questions developed under one project . The bidder should demonstrate a project that is relevant to UIDAI's assignment)</p> <p>4. Focus on Skills Enhancement in the projects mentioned above – 5 points</p>
B. Solution proposed for the assignment and technical Presentation	Max Points – 45
B1: Demonstrated level of understanding of the UIDAI assignment (Form Tech-3)	Max Points – 5
Understanding of the Project Scope of Work	
B2: Design of the Proposed Assignment (Form Tech-4)	Max Points – 15
<p>1. Design Framework of the Simulator</p> <p>2. Features of the Simulator</p>	
B3: Development Approach & Methodology (Form TECH-5)	Max Points – 25
<ul style="list-style-type: none"> Approach to design practice sessions and exercises on working with software applications and other hardware/ equipments and Instructional Design Strategy (10) List 3 innovative ways in which you will make the simulator based practice interesting for the audience (i.e operators) (15) 	
C: Project Plan	Max Points: 10
The bidder should provide the project plan and delivery schedules.	
D: Team Composition (Form TECH-7,TECH-8)	Max Points: 10
<p>Detailed profiles of the proposed team for the UIDAI project on the following :</p> <p>1) Experience in creating Game-based Simulators (5 points)</p> <p>2) Experience in designing skills-based practice exercises using scenarios and cases (5 points)</p>	
E. Maintenance and support Plan	Max Points: 10
Bidder should specify the annual maintenance and support plans which includes:	

1.Revisions to the Simulator features and components 2. The proposed support plan	
	Stech = Total points obtained for the above criteria (i), (ii), (iii) The minimum technical score required to pass is: 70 Points
1.13	<p>The technical score will be score obtained by the bidder as per the parameters mentioned in subsection 1.12 of Data sheet section 2</p> <p>The formula for determining the financial scores is the following: $S_f = (100 \times F_m / F)$ in which S_f is the financial score, F_m is the lowest price and F the Financial quote of the proposal under consideration (computed with the data from Fin 2).</p> <p>The weights given to the Technical (T) and Financial Proposals (P) are: $T = 0.80$; and $P = 0.20$.</p>
1.14(A)	Last Date for submission of bids :13-February-2012 1500 hrs
1.14 (B)	Pre Bid Conference will be held : 2- February-2012 1600 hrs
1.15	Expected date to start the assignment: 28 th February-01-2012
1.16	The term of contract is fixed price for 1(one) year from the date of signing the contract and extensible on a yearly basis for a maximum of 2(two) more years on a time and material basis.
1.17	Bids will be opened on 13-February-2012 at 1530 hrs

Section 3: Technical Proposal -Standard Forms

(To be printed on company's Letter Head)

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

To: Shri Davinder Kumar,
Deputy Director General (DDG),
Unique Identification Authority of India (UIDAI),
Planning Commission, Govt. of India (GoI),
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus, New Delhi -110001

Dear Sir:

We, the undersigned, offer to provide simulator development under UID project in accordance with your Request for Proposal dated January 16, 2012, 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.

If our Proposal is accepted, we undertake, to initiate the simulator development not later than 28-February-2012. We understand you are not bound to accept any Proposal you have received. We understand that UIDAI reserves the right to award or cancel the award of contract to the selected bidders.

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 (Not more than 10 lines):

Client Name:

Order Value:

Period of contract:

Project scope in relation to the following parameters:

Activity	Details of Game-based Simulators used in the project	Details of creating practice sessions and a variety of testing questions with multiple levels (Basic -> Intermediate -> Advance) with appropriate challenges and scoring techniques (no of questions at each level and examples of the questions should be shared)	List the Skills that were covered in the program and how the simulator helped the learner in skills enhancement
Brief Description			
Man days effort			

FORM TECH-3

Demonstrated Level of Understanding

Illustrate your understanding of the Project scope of work:

FORM TECH-4

Design of Proposed Assignment

Describe the proposed design brief with reference to the scope of work on each of the following components:

1. Design Framework of the Simulator
 2. Features of the Simulator
-

FORM TECH-5

Approach and Methodology

Describe your development approach and methodology with regards to designing practice sessions and exercises by working with software applications and other hardware equipments (this should include discussion on Instructional Design Strategy).

FORM TECH-6

Project Plan

The bidder should provide the project plan and delivery schedules.

a) WORK SCHEDULE (PROJECT MANAGEMENT PLAN)

SL. No	Activity ¹	Week ²												
		1	2	3	4	5	6	7	8	9	10	11	12	N
1														
2														
3														
4														
5														
N														

Note:

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other milestones such approvals. For phased assignments indicate activities, delivery of milestones separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.

FORM TECH-7

Team Composition

Detailed curriculum vitae of key experts as part of the proposed team as mentioned in section 5.7.4(Key resource requirements) as per format below:

TEAM COMPOSITION: This form shall mention all the key expert resources proposed to work on the assignment. Kindly share CVs of following resources (as per TECH 8):

- a) Application team lead i.e the team developing the simulator
- b) Content team lead i.e. the team working on the development of exercises and questions.
- c) *other resources in the team that will work on the UIDAI assignment*

Kindly note that for the evaluation purpose only the CVs of Application team lead and Content team lead (i.e a and b) shall be considered. Kindly refer to 5.7.4 for details of Key resource requirements

(These resources should be available for the UIDAI assignment)

Sr No.	Name of Resource	Area of Expertise	Existing Designation/ Position	Position Assigned (Proposed role in UIDAI project)	Task Assigned (Proposed task in UIDAI project)

FORM TECH-8

CURRICULUMVITAE (CV) FOR PROPOSED PROFESSIONAL RESOURCES in the Form TECH-8

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 TECH-9

Maintenance and support Plan

Bidder should specify the annual maintenance and support plans, which includes:

1. Revisions to the Simulator features and components
2. The proposed support plan

Section 4: Financial Proposal -Standard Forms

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Shri Davinder Kumar
Deputy Director General (DDG),
Unique Identification Authority of India (UIDAI),
Planning Commission, Govt. of India (GoI),
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus, New Delhi -110001

Dear Sir: We, the undersigned, offer to provide Simulator Development in accordance with your Request for Proposal dated January 16, 2012 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 Section 2, Part II Data Sheet Paragraph 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:

¹Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

FORM FIN-1**Financial Details**

S.No	Description	Cost (in INR)
1	Cost of developing the simulator and the tentative no. of questions as specified below. (X)	
2	Cost of hosting the Web Based Training at the Agency's data center. (Y)	
3	Cost for the additional work of 50 questions to be created at the advanced level. (Z)	
4	Translation cost for a block of 20 questions in a regional language (L)	
5	Taxes /Duties etc	

FORM FIN-2**Summary of Financial costs**

S.No	Description	COST (in INR)
1	Total cost of Item X (as per Form FIN-1)	
2	Total Cost of Item Y (as per Form FIN-1)	
3	Total Cost of Item Z (as per Form FIN-1)	
4	Total cost of translating Item-L (as per Form Fin-1)	
	Total (in figures and words)	

For the calculation of financial quote (F), the cost for items X, Y, Z and L (as mentioned in Form FIN-2) shall be given Weightage of 0.60, 0.25, 0.10 and 0.05 respectively and the 4 values thus obtained shall be summed up.

Section 5: Statement of Work

5.1 Introduction

This RFP aims to identify and engage an agency to undertake the development of Game-based Simulator under the UID Project.

5.2 Partnership Model

The shortlisted company 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 the Simulator to be used for training the enrollment agency staff under UID project. The nature of this relationship between UIDAI and AGENCY 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 problems 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 will have to be achieved at the level of data structure, quality, verification processes and other practices. This will ensure 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 will require that the persons involved in the enrolment process at the field level have been trained thoroughly to accomplish the job of enrolment. Similarly the supervisors of the enrolling agencies and the representatives of the Registrars who will be involved in the UID enrolment should also be

sufficiently trained so as to appreciate the importance of quality and to enforce quality in enrolment at the field level.

As this is a time-bound exercise, these enrolments are expected to be over within the next coming years. Simultaneously, other Registrars will also be doing enrolments. Hence there will be huge requirement of trained personnel in the coming years.

Creating a huge trained work-force for UID enrolments, and that too in a short span of time is a major task. In order to tackle this problem there is a requirement to provide a standard training using a common course-ware, exercises, and practice sessions across all the training centers.

5.4 Training Requirements

5.4.1 Achievement of such uniformity in the enrolment process will require that the persons involved in the enrolment process at the field level have been trained thoroughly to accomplish the job of resident's enrolment.

It has been observed that in field some operators have been able to collect quality data whereas others have struggled to do so. Apart from classroom training these operators would need a platform where they can practice the enrolment in a simulated environment . The solution should enable the operators to practice the capture of demographic and biometric data as per their convenience. It is for this reason that the use of simulator has been envisaged.

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

Staff from enrolling agencies i.e Operators and Supervisors

The learning solution 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

- a. Application based (UID Client application software)
- b. Hardware 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



Fig1

5.6 Topics that should be covered in the Simulator (in the form of sessions and exercises)

Topics	Name
1	Working with the bio metric devices
2	Working with the UID Client Application Software Note: The agency should consider creating more questions for this activity. Under this module There would be some questions for transliteration skill practice, these would be required in regional languages. The agency will be required to deliver transliteration exercises initially in the following four languages; Hindi, Kannada, Telugu and Marathi. Other languages will be covered as per the requirements of UIDAI.
3	Exception Handling
Indicative Questions (to be created for each level)	
Basic Level	50
Intermediate Level	50
Advanced Level	100
Note: The agency must also provide a quote for creating 50 additional questions for the advanced level. In the advance level exercises the input would be given through a video stream and the operator will have to perform enrolment as per it.	

5.7 Scope of work

The AGENCY 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 AGENCY 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 AGENCY, however is not limited to the points listed below. The scope is divided into 2 key activities as detailed below:

1. Design practice sessions and exercises by working with software applications and other hardware equipments.

2. Incorporate multiple levels to test the target audience and thereby achieve higher performance levels

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

Note:

- 1) Activities listed above at sr. no. 1 and 2 are to be developed for each of the intended audience as specified in section 5.4.2.
- 2) The agency is required to develop the content in a three phased manner to enable the training to get started at the earliest. Bidder may see the appropriateness and is free to suggest a better approach for the benefit of the project.
- 3) Bidder may plan to start Phase-I and Phase-II not necessarily in a sequence, but may plan more resources to start both the phases parallel.
- 4) All content should be web compatible and comply to standards, like SCORM 1.2

5.7.2 Phase-1**I) Training Content****1. Training Need Analysis (TNA)**

Note: It is suggested that bidders should visit the PoC (Proof of concept) of the enrollment centers to have a better understanding of the UID enrollment process. The UIDAI can facilitate a visit to the PoC centers being set up in Andhra Pradesh, Karnataka, Bihar if requested by the bidder.

- a) Understand the training needs of the learner populace
- b) Identify training audience categories and their profiles
- c) Conduct a job task analysis that can be tied to identified training needs
- d) Conduct a gap analysis on specified tasks/competencies in order to ascertain training needs
- e) 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

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

II) Testing Content

- a) Simulator Framework & strategy
- b) Define overall strategy which will include test pattern, duration etc.

5.7.2 Phase-II

Phase-II is again divided into two sub phases

5.7.2. Phase-IIA

I) Developing the Simulator

Design and create the Simulator with multiple levels (Basic -> Intermediate -> Advance) with appropriate challenges and scoring techniques that help in skills development. The simulator should be developed in such a way so that it can be administered through web and through offline modes as DVD etc.

Suggested Features of the Simulator

Multiple Levels –

The Simulator will support multiple levels of practice activities. The Simulator will mostly function like a gaming zone for the learner. The learner will start with a standard level and based on the performance clear each level and move to the next level.

Randomization Option –

The Simulator will be programmed in a way where the questions can be randomized each time the Operator launches it

Scoring Option

The Simulator will track and score the performance of the Operator and will display set points (scores) based on his/her performance.

II) Question Bank

Develop a question bank for the training that maps to the specified learning or performance objectives. (An indicative list of the number of questions in each given in Section 5.6 and Annexure-2)

5.7.2. Phase-IIB

I) Creating Practice Sessions for the Simulator

- a. Create/Develop practice sessions and a variety of testing questions.
- b. Design simulation practice exercises that replicate real-life scenarios, enable learners to master specified skills, and provide diagnostic feedback at appropriate junctures.
- c. Design and create scenario-based try it sessions for the client application software module.

The practice exercises and question bank would be Web-Based material, which will be SCORM 1.2 compliant and can be launched from any learning management system (LMS). Also, The practice exercises and question bank should be such that they can be delivered in and can be run from DVD.

5.7.3 Phase-III

I) Revisions and Addendums

- a. The Agency shall revise all the content as specified in phase I and phase II as per the requirement of UIDAI during the contract period.

- b. The Agency is required to make necessary revision of the content as and when there are modifications in the devices being used for the enrollment process or client application software.
- c. The Agency may also be required to create an additional set of 50 questions for the Advanced level.

5.7.4 Key resource requirements

As per our understanding, in order to achieve the deliverables, the Agency should be able to deploy the following resources. The agency is supposed to share the details of one resource person for each role in the FORM TECH-7 and their CVs as per TECH 8 (the list is indicative and the number of resources in each role/other roles is for the agency to decide.)

Sr.No	Expert / Role
1	Instructional Designer <i>(Provide instructional design expertise to design the Simulator Framework and practice sessions)</i>
2	TNA Expert <i>(Be able to understand the training needs. Refer 5.7.2 Phase-1, TNA section for more information)</i>
3	Content Writer (Training & Testing) <i>(Create questions for basic and intermediate level as designed by the instructional designer)</i>
4	Graphic Designer/ Simulation Designer <i>(Create the Simulator as per the design requirements with appropriate functionality and develop the questions and practice sessions)</i>

5.8 Development Methodology

- As mentioned in the project overview (section 5.3), the development methodology is modeled after a thorough training need assessment, and a detailed instructional design.
- It is expected that the design will be a joint outcome of the Content development agency and UIDAI authorized team.
- Regular design meetings will be attended by both parties.

5.9 Roles and Responsibilities

5.9.1 Agency Roles & Responsibilities

Agency 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 authorized agency/team that may modify the design, deliverable, and releases to meet the project requirements. The responsibilities of agency as given below, other than implementing the SOW mentioned above, would also include but is not limited to the following:

- a) Providing personnel adequately qualified to perform the requisite tasks.
- b) Use appropriate tools for the entire life cycle of the project for design, and develop documentation appropriately. The agency should possess licenses for the tools that they intend to use for the project.
- c) Implement quality standards for the entire life cycle of the project. The quality process should include adequate regular review, defect tracking, testing etc
- d) 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.
- e) The project team agency would update UIDAI while preparing the mock test papers, question bank and simulation exercises and later.
- f) The AGENCY is responsible for uploading the content on
- g) The complete content developed for this project should be delivered in a CD/ DVD also (20 No's)

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. Participate in project, design and development reviews
- 4. Take decisions wherever appropriate and provide direction to the progress of the project.
- 5. Provide necessary feedback and inputs, as and when required by AGENCY.
- 6. Facilitate stakeholder consultations for the said assignment.
- 7. Provide acceptance of the deliverables within the stipulated time schedules.

5.10 Project Milestones

AGENCY shall submit the deliverables as per scope of work given in section 5.7.1, 5.7.2 and 5.7.3 and timelines not to be exceeded beyond the timelines given below. These timelines include all UIDAI acceptances to deliverables.

Project Milestones

1	Date of Letter of Intent/Work order acceptance by consultant.	28-Feb-2012
2	Inception report detailing on the plan for the assignment, methodology, team structures, stakeholders to be consulted and activity timelines.	5-March-2012
3	Deliverables under Phase I, as per section 5.7.1	20-March-2012
4	Deliverables under Phase II-A, as per section 5.7.2	31-March-2012
5	Deliverables under Phase II-B, as per section 5.7.2	9-April-2012
6	Deliverables under Phase III, as per section 5.7.3	ongoing for the remaining period of contract

5.11 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 AGENCY will be considered to have been formally accepted only if UIDAI communicates so in writing. It will be the responsibility of the AGENCY 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 in UIDAI office in New Delhi.

5.12. Terms of Payment

The consulting fees shall be payable to the consultant, linked to deliverables and timelines listed in section 5.6 and 5.7 and acceptance of deliverables as per section 5 above, as per the following terms:

Installment No	Payment Term	% of Payable Payment
1	Inception report detailing on the plan for the assignment, methodology, team structures, stakeholders to be consulted and activity timelines.	5%
2	Deliverables under Phase I, as per section 5.7.1	25%
3	Deliverables under Phase II, as per section 5.7.2	30%
4	Payments will be released on quarterly basis, upon completion of deliverable in that quarter.	40%

Annexure 1

Format of queries on RFP for Simulator

(Reference no: Bid Date:)			Clarification Sought
Sr. No	Agency	Subject/Section	
1			
1			
2			

STANDARD FORM OF CONTRACT

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I. Form of Contract.....

II. General Conditions of Contract.....

III. Special Conditions of Contract.....

IV. Appendices.....

 Appendix A.....

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Performance bank Guarantee format

CONTRACT FOR SIMULATOR FOR TRAINING OF OPERATORS/SUPERVISORS

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 certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Vendor, having represented to the Employer that it has the required professional skills, 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: Staffing Schedule

Appendix D: Total Cost of Services

Appendix E: Duties of the Employer

Appendix F: Form of Performance 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]

1.

2.

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

[Authorized Representative]

[Note: *If the Vendor consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of the Vendor

[Name]

[Authorized Representative]

[name of member]

[Authorized Representative]

II. General Conditions of Contract

Definitions	(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.
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	<p>(b) "Bidder" means any entity or person that may provide or provides the Services to the Employer under the Contract.</p> <p>(c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, which is the General Conditions (GC), the Special Conditions (SC), and the Appendices.</p> <p>(d) "Data Sheet" means such part of the Instructions to Bidders used to reflect specific country and assignment conditions.</p> <p>(e) "Day" means calendar day.</p> <p>(f) "Government" means the government of the Employer's country. In this project "Government" means Government of India.</p> <p>(g) "Instructions to Bidders" (Section 2 of the RFP) means the document which provides interested Bidders with all information needed to prepare their Proposals.</p> <p>(h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the Bidders.</p> <p>(i) "Personnel" means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof;</p> <p>(j) "Proposal" means the Technical Proposal and the Financial Proposal.</p> <p>(k) "Request for Proposal" (RFP) means this document which explains scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the assignment.</p> <p>(l) "SRFP" means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of this RFP.</p> <p>(m) "Assignment / job" means the work to be performed by the Bidder pursuant to the Contract.</p> <p>(n) "Statement of work" means the document included in the 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.</p> <p>(o) "EC" means the Evaluation Committee formed by UIDAI</p> <p>(p) The agency means the the Simulator development agency</p> <p>(q) UID Client Application software means the software being used in enrolment process for capturing the resident's information.</p>
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Introduction	UIDAI will select a Simulator Development Agency which must be an organization/Institute (the Bidder), in accordance with the method of selection specified in the Data Sheet. UIDAI reserves the right to award or cancel the award of contract to the selected bidders.
	The name of the assignment /job has been mentioned in the PART II Data Sheet. Detailed scope of the assignment / job has been described in the SOW Section 5.
	The date, time, and address for submission of the proposals have been given in Part II Data Sheet.
	Interested Bidders are invited to submit a Technical Proposal and a Financial Proposal, for Simulator Development required for the assignment named in the Data Sheet. The Proposal, technical presentation, and any clarifications provided by the bidder along with the Statement of Work provided in the RFP will be basis for contract negotiations and ultimately for a signed contract with the selected Bidder.
	Bidders should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain any additional information Bidders are encouraged to write an email to simulator.training@uidai.gov.in .
	The Employer will provide at no cost to the Bidders the inputs and facilities specified in the Data Sheet and make relevant project data and reports.
	Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.
Unfair Advantage	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	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: (a) defines, for the purpose of this paragraph, the terms set forth below as follows: (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

	<p>of facts in order to influence a selection process or the execution of a contract;</p> <p>(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;</p> <p>(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;</p> <p>(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;</p>
	The Bidders shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
Only one Proposal	A Bidder may submit only one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.
Proposal Validity	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 the availability of Professional staff nominated in the Proposal and fully commit to the prescribed fee fixed for this contract. 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 confirm that they maintain the availability of the Professional staff nominated in the Proposal and fully commit to the fixed financials 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.
Eligibility of Sub-Bidders	The Employer shall select a single company as defined in the "Companies Act of 1956" for the execution of this contract and any sub-bidders, contractors, joint-ventures, partnerships, or consortiums shall not be allowed.
2. Clarification and Amendment of RFP Document	<p>2.1 Bidders may request a clarification in the RFP document up to the number of days indicated in the Datasheet before the proposal submission date. Any request for clarification must be sent in by email in the prescribed format given as annexure 1 in this document on Employer's Email Id indicated in the Datasheet. The Employer will by standard electronic means of the response (including publishing an explanation of the query but without identifying the source of inquiry on UIDAI website) answer the queries. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para 2.2. A pre Bid meeting too will be called to address the queries of the applicants as per the date indicated in the data sheet.</p> <p>2.2 At any time before the submission of Proposals, the</p>

	Employer may amend the RFP by issuing an addendum/ corrigendum in writing or by standard electronic means. The addendum/ corrigendum shall be published on the UIDAI website and will be binding on. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.
3. Preparation of Proposals	3.1 The Proposal (see para 1.2) 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) Technical Proposal (ii) Financial Proposal apart from documents required for the Eligibility Criteria
	3.3 While preparing the Technical 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 experts it may do so. (B) The proposal shall be based on the deliverables specified under Statement of Work
Technical Proposal Format and Content	3.4 Bidders are required to submit the Full Technical Proposal (FTP). The Datasheet 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 paras (a) to (g) using the attached Standard Forms (Section 3). (a) For the full technical proposal: A brief description of the bidder's organization and an outline of the recent experience of the Bidder's on assignments of a similar nature are required in FORM TECH-2 of Section-3. 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 Bidder's associates, but can be claimed by their professional staff themselves in their CV. Bidder's should be prepared to substantiate the claimed experience if so required by the Employer. (b) A description of the approach, methodology, and work plan for

	<p>performing the assignment covering the following subjects: technical approach and methodology, work plan, and organizing and staffing schedule. The work plan should be consistent with the Work Schedule (FORM TECH-6 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.</p> <p>(c) The list of the proposed Professional staff team to be engaged in this arrangement by area of expertise, the position that would be assigned to each staff member, and their Tasks (FORM TECH-7 of Section 3).</p>
	3.5 Technical proposal containing financial information shall be declared non responsive and shall be summarily rejected.
	3.6 The Technical proposal (original copy and CDs) shall not include any financial information.
Financial Proposal Taxes	3.7 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.
	3.8 The Bidder may be subject to local taxes (such as: value added or sales tax, service tax, duties, fees, levies) on amounts payable to the applicant under the Contract. The prescribed fee structure shall include all such taxes.
	<p>Bidders should provide the price of their services in Indian Rupees.</p> <p>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.</p>
Earnest Money Deposit (EMD), and Performance Guarantee.	<p>3.9 Earnest Money Deposit</p> <p>I. An EMD of Rs. Fifty Thousand, in the form of DD drawn in favor of „PAO, UIDAI, New Delhi“ and 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 earnest money deposit.</p> <p>IV No bank guarantee will be accepted in lieu of the earnest money deposit.</p> <p>V The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.</p>

	<p>3.10 The EMD shall be forfeited by the Employer in the following events:</p> <p>I. If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.</p> <p>II. 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>III. If the bidder tries to influence the evaluation process.</p> <p>IV. If the First ranked bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not</p>
	<p>3.11 Tender Fees:</p> <p>All bidders are required to pay Rs. 5000/- towards Tender Fees in the form of Demand Draft drawn in favour of 'PAO, UIDAI, New Delhi' and payable at Delhi with the bid document . The Tender Fee is Non-Refundable. The tender should be downloaded from the UIDAI website.</p>
	<p>3.12 Performance Bank Guarantee</p> <p>I. The selected bidder shall be required to furnish a Performance Bank Guarantee for an amount of INR Ten lakhs, in the form of an unconditional and 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 consultancy 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 guarantee and after signing of the contract, demand draft submitted towards EMD would be returned in original.</p> <p>The format for the Performance Bank Guarantee is the same as the "Format of Bank Guarantee" provided in Appendix F of RFP.</p>
4. Submission, Receipt, and Opening of Proposals	<p>4.1 The original proposal (Technical Proposal and Financial Proposal) 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 such corrections. Submission letters for the Technical Proposal and Financial Proposal should respectively be in the format of TECH-1 to TECH-9 of Section 3, and FIN-1 to Fin2 of Section 4, respectively.</p>
	<p>4.2 An authorized representative of the Bidders shall initial all pages of the original Technical Proposal and Financial Proposal. The authorization shall be in the form of a written power of attorney accompanying the Technical proposal and Financial Proposal or in any other form demonstrating that the</p>

	<p>representative has been duly authorized to sign. The signed Technical Proposal shall be marked "ORIGINAL".</p>
	<p>4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to and in the number of copies indicated in the Datasheet Para 4.3. 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". The envelopes containing the Technical Proposal, Financial Proposal, EMD, and Tender Fee shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address.</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 cause 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 indicated in the Data Sheet and received by the Employer no later than the time and the date indicated in the Data Sheet,. 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, 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 has constituted a Evaluation Committee (EC) which will carry out the entire evaluation process.</p> <p>4.8 The Employer shall open the 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 Technical proposal. Technical bids of only those bidders will be evaluated that pass all the eligibility criteria. Eligibility Criteria is given under Subsection 1.11, Section 2.</p> <p>The EC while evaluating the proposal 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 (Section 2 1.12). In the first stage of evaluation, a Proposal shall</p>

	<p>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 shall be remain unopened. Bidders shall make presentation to Evaluation Committee which will be evaluated. 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>
6. Opening and Evaluation of Financial Proposals – QCBS Selection Procedure	<p>6.1 Financial Proposals of only those companies who are technically qualified shall be opened publicly on the date & Time specified in the Data Sheet or the date and time communicated by the UIDAI, in the presence of the Bidder's representatives who choose to attend. The name of the Bidder's their technical score (if required) and their Financial Proposal shall be read aloud.</p> <p>The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount 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 of items.</p> <p>6.2 In the QCBS method of selecting the Bidder, the lowest evaluated Financial Proposal (Fm) will be given 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.</p> <p>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: $S = St \times T\% + Sf \times P\%$. The company achieving the highest combined technical and financial score will be invited for negotiations, if required.</p>
7. Negotiations	<p>7.1 Negotiations will be held at the address indicated in the Data Sheet. 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>7.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and 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</p>

	<p>"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. The successful bidder will be expected to incorporate some features that other bidders propose in their bid documents.</p>
Financial Negotiations	<p>7.3 After the technical negotiations are over, financial negotiations should 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.</p>
Availability of Professional staff/experts	<p>7.4 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.</p>
Conclusion of the negotiations	<p>7.5 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.</p>
8 Award of Contract	<p>8.1 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.</p>
	<p>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. UIDAI reserves the right to award or cancel the award of contract to the selected bidders.</p>
	<p>The Bidder is expected to commence the assignment on the date specified in Section-3 Form Tech 1.</p>

Confidentiality	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.
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9. LIQUIDATED DAMAGES

Liquidity Damages	The vendor hereby agrees that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the vendor agrees to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.			
	Sl. N o.	Performance Indicator	Service Level Metric	Penalty on breach of service level (Imposed quarterly)
	1	Phase1 related	Deployed on the date mentioned in the project milestone(section 5.10 of the RFP)	2% of the fee due after completion of the phase @ week delay
	2.	Phase II A related	Complete on the date mentioned in the project milestone(section 5.10 of the RFP	5% of the fee due after completion of the phase @ week delay
	3.	Phase II B related	Complete on the date mentioned in the project milestone(section 5.10 of the RFP	5% of the fee due after completion of the phase @ week delay
	4.	Phase III related	Revision/ Maintenance/ New development	Upto 10% of the of the fee for the

		as per the mutually agreed timelines	phase
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10. MISCELLANEOUS PROVISIONS

10.1 Miscellaneous Provisions	<p>(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.</p> <p>(ii) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(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.</p> <p>(iv) 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.</p> <p>(v) 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.</p> <p>(vi) 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 for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>(vii) 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
6.1	<p>The addresses are:</p> <p>Employer: Deputy Director General Unique Identification Authority of India (UIDAI), Planning Commission, Govt. of India (Gol), 1st Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001</p> <p>Facsimile: _____</p> <p>E-mail: simulator.training@uidai.gov.in _____</p> <p>Vendor: _____ _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
6.2	<p>The Authorized Representatives are:</p> <p>For the Employer: Name of Officer _____</p> <p>For the Vendor: _____</p>
6.3	<p>The date for the commencement of Services: Within 7 days from the signing of the contract between the UIDAI and the Vendor</p>
6.5	<p>The term of contract is fixed price for 1(one) year from the date of signing the contract and extensible on a yearly basis for a maximum of 2(two) more years on a time and material basis, or such other period as</p>

	the parties may agree in writing.
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Binding signature of Employer Signed by _____

(for and on behalf of the President of India)

Binding signature of Contractor 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.

7. 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".]

Appendix C

STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

Appendix D

TOTAL COST OF SERVICES

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

Appendix E

DUTIES OF THE "EMPLOYER"

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

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

Deputy Director General (DDG),

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 court.

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.