



सत्यमेव जयते

Unique Identification Authority of India (UIDAI)

REQUEST FOR PROPOSALS

FOR TESTING & CERTIFICATION UNDER AADHAAR

Table of contents

Sr. No.	Subject	Page
1.	Address to Bidders	3
2.	Section 2 Instructions to Testing and Certifying Agencies	4-17
3.	Instruction to Bidders	18-21
4.	Section-3 Technical Proposal Standard Form	22
5.	Form Tech -1 Technical Proposal Submission Form	23-24
6.	Form Tech-2 Bidders Organisation & Experience	25-26
7.	Form Tech -3 Bidders Geographical Presence across the country and Infrastructure availability	27-28
8.	Form Tech -4 Description of Approach, Methodology Work Plan for performing the assignment	29
9.	Form Tech -5 Team composition & Task assignments for consultancy assignment	30
10.	Form Tech -6 Curriculum Vitae (CV) for proposed professional staff	31-32
11.	Form Tech- 7 Information regarding any conflicting Activities & declarations thereof.	33
12.	Tech 8 -ACCEPTANCE OF FEE STRUCTURE	34-35
13.	Section-4 Terms of Reference	37-44
14.	Section-5 Standard Forms of contract and Annexures	45
15.	Contents	46
16.	Contract for Testing & Certification	47
17.	Form of Contract	48-50
18.	General condition of Contract	51-53
19.	Commencement, completion, modification & Termination of contract	54-58
20.	Obligation of the Vendor	58-60
21.	Vendors proposal	61-62
22.	Obligation to the employer	62-63
23.	Payment to the Vendor	64
24.	Good faith	65
25.	Settlement of Disputes	65
26.	Liquidated Damage	66
27.	Misc. Provisions	67-68
28.	III. Special Condition of Contract	69-70
29.	IV. Appendices	71
30.	Appendix -A	71

	Appendix -B	72
31.	Appendix -C	73
32.	Appendix -D	74
	Appendix -E	75
33.	Bank Guarantee	76-81

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 Testing and Certification firms to provide services for designing and developing a testing application for candidates desirous of working with enrolment agencies as enrolment staff, administering the test and certifying candidates based on the test results, maintenance of data with respect to testing and certification etc. More details on the scope of work and services expected from the agency are provided in the Section 5: Terms of Reference 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 - Information to participants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Terms of Reference

Section 5 - 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 Testing and Certifying Agencies

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) “Day” means calendar day.</p> <p>(e) “Government” means the government of the Employer’s country. In this project “Government” means Government of India.</p> <p>(f) “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>(g) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Employer to the Bidders.</p> <p>(h) “Personnel” means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof;</p> <p>(i) “Proposal” means the Technical Proposal</p> <p>(j) “Assignment / job” means the work to be performed by the Bidder pursuant to the Contract.</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) TCA means the Testing and Certifying Agency</p> <p>(m) CDA means the Content Development Agency</p> <p>(n) Testing in this document refers to only educational and academic testing and has nothing to do with software testing.</p>
--------------------	---

1. Introduction	<p>1.1 The UIDAI will select a bidder firm/organization (the Vendor), in accordance with the method of selection specified in the RFP.</p> <p>1.2 The name of the assignment/Job has been mentioned in Part II of Datasheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in Section 5.</p> <p>1.3 The date, time and address for submission of the proposals have been given in Part II of Datasheet.</p> <p>1.4 Interested Bidders are invited to submit a Technical Proposal for services required for the assignment named in the Datasheet. The Proposal, technical presentation, and any clarifications provided by the Bidder along with the Terms of Reference will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.</p> <p>1.5 Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals.</p> <p>1.6 The Employer will provide clarification to the bidder's queries.</p> <p>1.7 Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p>
Conflict of Interest	<p>1.8 Employer requires that bidders shall provide professional, objective, and impartial services and at all times hold the Employer's interests paramount, strictly avoid conflicts of interest with other assignments or their own corporate interests and act without any consideration for future work.</p> <p>1.8.1 Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p>
Conflicting activities	<p>(i) A firm that has been engaged by the Employer to provide goods, works or services other than specified services in a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide specified services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from</p>

	<p>subsequently providing goods or works or services other than specified services resulting from or directly related to the firm's services.</p> <p>(ii) The Bidder shall not participate in Enrolment work as an Enrolment Agency.</p>
Conflicting assignments	<p>(ii) A Bidder (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Bidder to be executed for the same or for another Employer. For example, a Bidder hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question</p>
Conflicting relationships	<p>(iii) A Bidder (including its Personnel) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the Assignment/job, (b) the selection process for such Assignment/job, or (c) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.</p>
	<p>1.8.2 Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract.</p> <p>1.8.3 No agency or current employees of the Employer shall work as Bidders under their own ministries, departments or agencies.</p>
Unfair Advantage	<p>1.8.4 If a Bidder could derive a competitive advantage from having provided consulting 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.</p>

Fraud and Corruption	<p>1.9 It is required that Bidders participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. The Employer:</p> <ul style="list-style-type: none"> (a) defines, for the purpose of this paragraph, the terms set forth below as follows: <ul style="list-style-type: none"> (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the EC, in the selection process or in contract execution; (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract; (iii) “collusive practices” means a scheme or arrangement between two or more bidders with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels; (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract; (b) will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
	<p>1.10 The Bidders shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.</p>
Only one Proposal	<p>1.12 A Bidder may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.</p>
Proposal Validity	<p>1.13 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</p>

		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.
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 in this document on Employer's Email Id indicated in the Datasheet. The Employer will by standard electronic means of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under 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.
	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 sent to all Bidders and will be binding on them. 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 just the Technical Proposal
	3.3	While preparing the Technical Proposal, Bidders must give particular attention to the following: <ul style="list-style-type: none"> (a) If a Bidder considers that it may enhance its expertise for the assignment by associating with individual experts/ other bidders it may do so.

Language	(b) Documents to be issued by the Bidders as part of this assignment must be in English language
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 FTP: a brief description of the Bidders' organization and an outline of recent experience of the Bidders and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH 2 of Section 4. For each assignment, the outline should indicate the names of Professional staff who participated, duration of the assignment, contract amount, and Bidder's involvement. Information should be provided only for those assignments for which the Bidder was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience if so requested by the Employer.</p> <p>(b) For the FTP, a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 4.</p> <p>(c) The list of the proposed Professional staff team to be engaged in this assignment by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 4).</p> <p>(d) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH 6 of Section 4).</p>
	3.5 The Technical Proposal (Original, Copy and CDs) shall not

	include any financial information.
Financial Proposals	3.6 The Financial Proposal shall not be a part of this RFP. The fee is fixed at Rs 365/candidate/test. Under no circumstances the candidate can be charged the test fee in excess of Rs. 365 (Rupees Three hundred and Sixty Five Only) per test. This includes all charges including bank charges etc. The applicant can charge Rs. 200 per retest (Rupees 200 Only, all inclusive). The applicants shall submit acceptance of fee structure as prescribed above in the format given at Tech-8
Taxes	3.7 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 .
	3.8 Bidders should provide the price of their services in Indian Rupees. 3.9 Commissions and gratuities, if any, paid or to be paid by Bidders and related to the assignment will be listed in the Form Tech 8
Earnest Money Deposit (EMD), and Performance Guarantee.	3.10 Earnest Money Deposit I. An EMD of Rs. One lakh, in the form of DD drawn in favour of 'PAO, UIDAI, New Delhi' and payable at Delhi, must be submitted along with the Proposal. II. Proposals not accompanied by EMD shall be rejected as non-responsive. III. No interest shall be payable by the Employer for the sum deposited as earnest money deposit. IV No bank guarantee will be accepted in lieu of the earnest money deposit. V The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.

	<p>3.11 The EMD shall be forfeited by the Employer in the following events:</p> <ol style="list-style-type: none"> I. If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof. 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. III. If the bidder tries to influence the evaluation process. IV. If the First ranked bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the bidder).
	<p>3.12 Tender Fees: All bidders are required to pay Rs. 5000/- towards Tender Fees in the form of Demand Draft drawn in favor of 'PAO, UIDAI, New Delhi' and payable at Delhi. The Tender Fee is Non-Refundable. The tender form is available on UIDAI's website www.uidai.gov.in.</p>
	<p>3.13. Performance Bank Guarantee</p> <ol style="list-style-type: none"> I. The selected bidder shall be required to furnish a Performance Bank Guarantee for an amount of INR Twenty lakhs, in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favour 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. II. The format for the Performance Bank Guarantee is the same as the "Format of Bank Guarantee" provided in pages Appendix E of RFP.
4. Submission,	<p>4.1 The original proposal (Technical Proposal shall contain no</p>

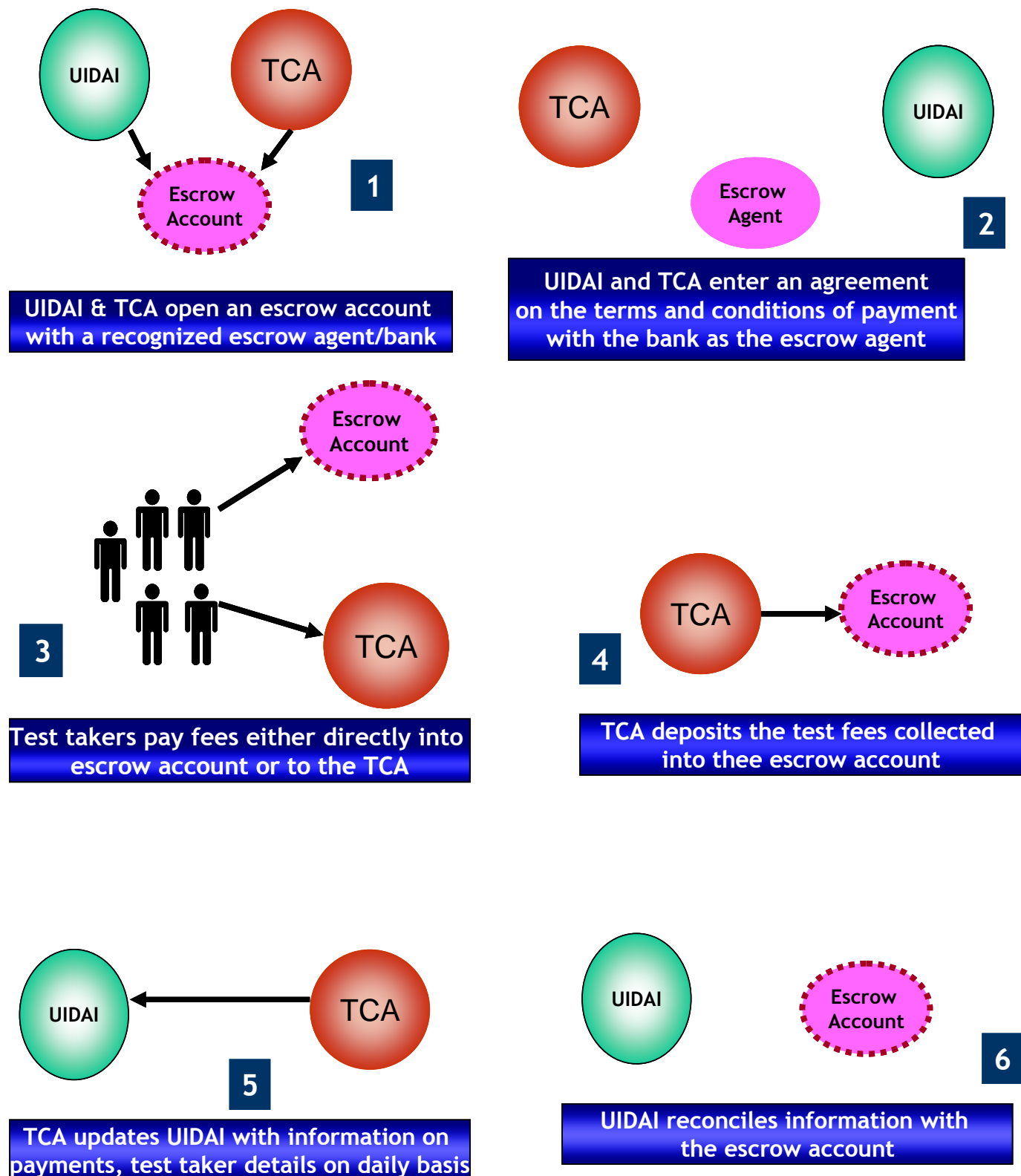
Receipt, Opening Proposals	<p>interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections. Submission letters for the Pre-Qualification Proposal, Technical Proposal should respectively be in the format of TECH-1 of Section 3,</p> <p>4.2 An authorized representative of the Bidders shall initial all pages of the original Technical Proposal. The authorization shall be in the form of a written power of attorney accompanying the Technical proposal 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, EMD, and Tender Fee shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address .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. The bids shall be opened on 21st October at 1630 hrs.</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, or any extension to this date in accordance with para. 2.2. 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 Technical 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>

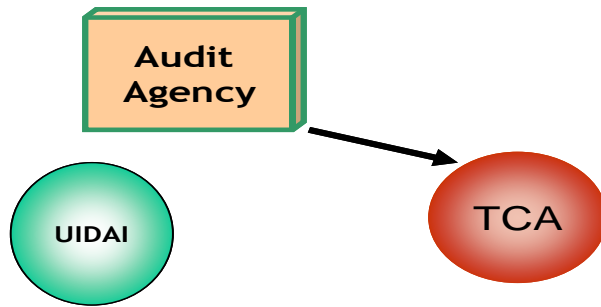
5 Evaluation of Technical Proposal	<p>5.1 The Evaluation Committee (EC) shall first evaluate the Technical proposal.</p> <p>5.2 The EC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will be done and at this stage. 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 Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
Proposals Selection Procedure	<p>5.3 For the selection of Bidder, the bidder with highest technical score (St) will be invited for negotiations.</p>
6. Negotiations	<p>6.1 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>6.2 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 Terms of Reference. The Employer and the Bidders will finalize the Terms of Reference, 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.</p>

Financial negotiations	6.3	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.
Availability of Professional staff/experts	6.4	Having selected the Bidder on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. 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	6.5	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.
7. Award of Contract	7.1 7.2 7.3	<p>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.</p> <p>The Bidder is expected to commence the assignment on the date and at the location specified in the Part II Data Sheet. The contract will be awarded for a period of 3 years</p>
8. Confidentiality	8.1	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any

	Bidder of confidential information related to the process may result in the rejection of its Proposal.
9.Payment Mechanism	<p>9.1 UIDAI with a view to provide a safe and reliable payment towards services provided by the TCA conforming to the service levels prescribed shall make payment through an escrow account on a quarterly basis. An escrow account shall be opened with an escrow agent and UIDAI and TCA as parties. Test takers shall pay fees either directly to the escrow account through a demand draft or cash to the TCA. At the end of every day or at a frequency agreed by UIDAI and the TCA, the TCA shall deposit the fees collected into the escrow account. The bank should have wide network of branches. TCA shall update UIDAI database with all the details of fees received and number of test takers etc on a daily basis. UIDAI shall reconcile such details with the deposits in the escrow account. UIDAI shall monitor the performance of the TCA through an Audit partner on a Quarterly basis. At the end of each quarter, based on the Audit report the payment shall be released to the TCA. In case of breach of service levels as prescribed in section “9.1(liquidated damages) of the Contract form”, the penalty shall be deducted and payment made to TCA.</p>
10. Performance monitoring of TCA	<p>10.1 Performance monitoring of the TCA shall be done on three areas by fixing service levels.</p> <ol style="list-style-type: none"> 1. Testing application, registration and scheduling 2. Administration & conduct of test 3. Post test process management including certification and MIS reporting.

Payment Mechanism to the TCA through an Escrow account





7

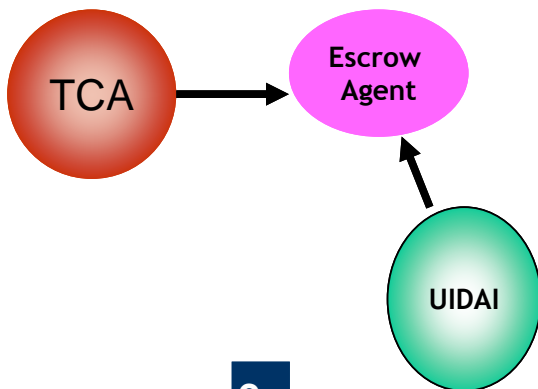
UIDAI through its audit partner audits TCA on SLAs for application, administration and management on a quarterly basis

All conditions are satisfied

8a

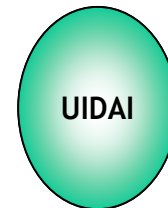
All conditions not satisfied

8b



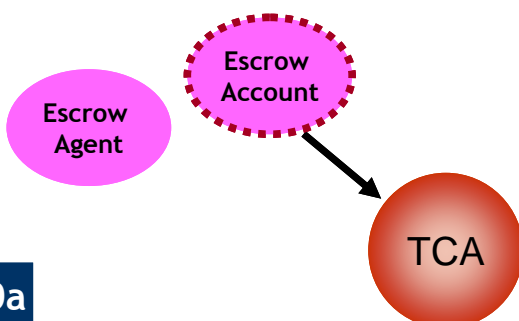
9a

UIDAI inform the escrow agent conditions are satisfied



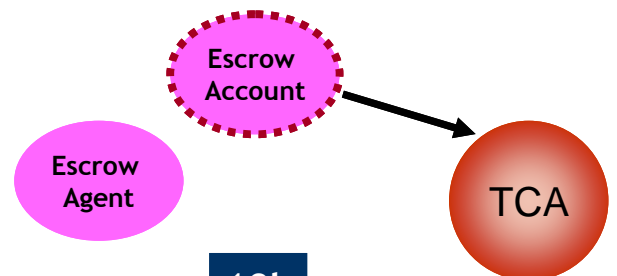
9b

UIDAI informs escrow agent of unfulfilled conditions and advises imposition of penalty



10a

Escrow agent confirms conditions satisfied and releases payment to TCA



10b

Escrow agent confirms unfulfilled conditions and releases payment to TCA after deducting penalty

Instructions to Bidders

PART II

Data Sheet

Paragraph Reference	
1.1	<p>Name of the Employer: Unique Identification Authority of India, Planning Commission, Government of India</p> <p>Method of selection: On the basis of technical scores</p>
1.2	<p>Name of the assignment: “Testing and Certification services for training under the UID project”</p>
1.3	<p>The Proposal submission address is:</p> <p>Deputy Director General (DDG), Address: Unique Identification Authority of India (UIDAI), Planning Commission, Govt. of India (GoI), Ist Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001</p> <p>Technical Proposal in sealed envelope, EMD, and Tender Fee) must be submitted no later than the following date and time: Date: 21/10/-2011 Time: 1600 hrs</p>
1.5	<p>A pre-proposal conference will be held: Yes The conference will be held at 15/10/2011(15th October 2011) on 1530 hrs at Unique Identification Authority of India (UIDAI), Planning Commission, Govt. of India (GoI), IIIrd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001</p> <p>Bids shall be opened on 21/10/2011, 1630 hrs at the address mentioned above. .</p> <p>The Employer’s representative is: Deputy Director General (DDG), Unique Identification Authority of India (UIDAI), Planning Commission, Govt. of India (GoI), Ist Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001 New Delhi – 110001 E-mail – tca@uidai.gov.in</p>

1.6	The Employer will provide clarification of queries. The format for queries has been given in appendix
1.13	Proposals must remain valid for 120 days after the submission date.
2.1	<p>Clarifications may be requested not later than <u>7</u> days before the submission date.</p> <p>The address for requesting clarifications is: 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</p> <p>E-mail - tca@uidai.gov.in</p>
3.3 (b)	The estimated tenure of contract: Fixed price fixed term contract for a period of 3 years.
3.4	<p>The formats of the Technical Proposal to be submitted are:</p> <p>Form Tech 1: Technical Proposal Submission Form Form Tech 2: Bidder's organization & experience Form Tech 3: Bidders geographical presence Form Tech 4: Description of the Approach, Methodology & Work Plan for Performing the Assignment Form Tech 5: Team Composition and Task Assignments Form Tech 6: Curriculum Vitae (CV) for Proposed Professional Staff Form Tech 7: Information regarding any conflicting</p>
3.4 (g)	Training is a specific component of this assignment: No
3.8	Bidder to state local cost in Indian Rupees
4.3	<p>Bidder must submit the following:</p> <p>Original and <u>1</u> duplicate hard copy and 2 soft copies (on a non-rewriteable CD) of the Technical Proposal, and</p>
5.3 (a)	Criteria, sub-criteria, and point system for the Detailed Evaluation of Technical Proposals are:

(i) Previous Experience and company background

Sl. No	Criteria	Points
1	Previous experience of Bidder in design, development, implementation and hosting of application software for testing programs	12
2	Previous experience of Bidder in Design and delivery of Certification	4
3	Previous experience of Bidder in administration of testing programs on a large scale (number of locations and test takers)	8
4	Previous experience of Bidder in setting up of test centers for testing purposes	6
	Total Score for Criterion (i)	30

(ii) Adequacy of the proposed methodology and test plan in responding to the Request for Proposal

Sl. No	Criteria	Points
1	Technical approach and methodology	16
	a) Approach to testing and certification on a large scale	6
	b) Understanding of the assignment and coverage of entire Scope of Work	4
	c) Security features of the proposed testing software and during execution	6
2	Project plan and delivery schedule	4
	Total Score for Criterion (ii)	20

(iii) Quality certifications

Sl. No	Criteria	Points
1	The Service Provider should be SEI CMMi Level 5/ ISO 9001: 2008 Certified	5
	Total Score for Criterion (iii)	5

(iv) Geographical presence

Sl. No	Criteria	Points
1	Geographical presence across the country i.e. locations in States and UTs	30
	Total Score for Criterion (iv)	30

(v) Key professional staff qualifications and competence for the assignment:

Sl.No	Key Professional Staff	Points
	Testing & Certification	7.5
1		2.5
2		2.5
3		2.5
	Application software design & development, website design & development and implementation	7.5
1		2.5
2		2.5
3		2.5

	<table border="1"> <tr> <td>Total Score for Criterion (iii)</td><td>15</td></tr> </table>	Total Score for Criterion (iii)	15
Total Score for Criterion (iii)	15		
	Stech = Total points obtained for the above criteria (i), (ii), (iii)		
5.6	Stech = technical score. The bidder with the highest technical score shall be invited for further negotiation.		
6.1	<p>Expected date and address for contract negotiations: Date to be communicated later. 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</p>		
7.3	<p>Expected date and place for commencement of services Date to be communicated later. 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</p>		

Section 3: Technical Proposal - Standard Forms

Refer to Reference Paragraph for Standard Forms required and number of pages recommended.

Technical Proposal

- TECH-1 Technical Proposal Submission Form
- TECH-2 Bidder's Organization and Experience
- TECH-3 Bidders geographical presence
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH 7 Information relating to any conflicting relationships

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

To: 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

Dear Sir:

We, the undersigned, offer to provide services to UIDAI for Testing and certification of various participants in training and enrollment activities for the UID project in accordance with your Request For Proposal dated 30/09/2011 and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, sealed in an envelope.

We are submitting our Proposal confirming our liability as a Single bidder.

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, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in Project Milestones

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Location: _____ Date: _____

1 *[Delete in case no association is foreseen.]*

FORM TECH-2 BIDDER'S ORGANIZATION AND EXPERIENCE

A - Bidder's Organization

[Provide here a brief description of the background and organization of your firm/entity for this assignment. Also provide a brief description on the ownership details, date and place of incorporation of the firm, objectives of the firm etc.]

B – Bidder Firm’s Experience – Design of Testing programs, Application software development implementation and hosting, Design and Delivery of certification, Setting up of test centers and administration of testing

*[Using the format below, provide information on each assignment for which your firm was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out testing and certification services as requested under this assignment. Bidders should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/ certificate from auditor/ other customer testimonials including video along with supporting certificate from auditors) as required in the form. Please provide citations of **ONLY 5 relevant completed (atleast 1 yr after contract signing) projects in Testing and certification (with project cost above Rs. 10 lakhs) covering Design of, testing plan, Development of software application for testing, execution and test delivery covering the Scope of Work as defined in this TOR. [This information shall be used to evaluate bidder as per 5.3 (a) (i) of the Data Sheet. In case, information required by UIDAI is not provided by bidder, UIDAI shall proceed with evaluation based on information provided and shall not request the bidder for further information. Hence, responsibility for providing information as required in this form lies solely with bidder.]***

Assignment name:	Approx. Value of Contract: (Mandatory field) (Mention contract value in INR or provide range values:
Country: Location within country:	Duration of assignment (months):
Name of Employer:	Total No. of staff-months of the assignment for application development part, if any:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	Number of locations at which test was conducted simultaneously
Number of tests conducted, number of test taking candidates and time span in which the tests were conducted (days/months/ years).	
Narrative description of Testing program and certification:	
Description of actual services provided by your staff within the assignment:	

Firm’s Name: _____

FORM TECH-3 BIDDERS GEOGRAPHICAL PRESENCE ACROSS THE COUNTRY AND INFRASTRUCTURE AVAILABILITY

	STATES	NO. OF TEST LOCATIONS	NO. OF TESTING CENTERS	SEATING CAPACITY
1	A&N Islands			
2	Andhra Pradesh			
3	Arunachal Pradesh			
4	Assam			
5	Bihar			
6	Chandigarh			
7	Chhatisgarh			
8	Dadra & Nagar Haveli			
9	Daman & Diu			
10	Delhi			
11	Goa			
12	Gujarat			
13	Haryana			
14	Himachal Pradesh			
15	Jammu and Kashmir			
16	Jharkhand			
17	Karnataka			
18	Kerala			
19	Lakshadweep			
20	Madhya Pradesh			
21	Maharashtra			
22	Manipur			
23	Meghalaya			
24	Mizoram			
25	Nagaland			
26	Orissa			
27	Pondicherry			
28	Punjab			
29	Rajasthan			
30	Sikkim			
31	TN			
32	Tripura			
33	UP			
34	Uttanchal			

35	WB			
	INDIA			

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

- a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the testing, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. The proposed approach should clearly describe the approach for application software development and implementation, Administration and conduct of testing and Post test processes management like certification and MIS reporting*
- b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestone. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the RFP and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.*
- c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed staff*

**FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS FOR
CONSULTANCY ASSIGNMENT**

1. Key Professional Staff (3) in the area of Test Design and conduct				
	Name of Staff	Area Expertise	of Position Assigned	Task Assigned
1				
2				
3				

2. Key Professional staff (3) in the area of Application software design, development and Implementation				
	Name of Staff	Area Expertise	of Position Assigned	Task Assigned
1				
2				
3				

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position Expert*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____
3. **Name of Staff** [*Insert full name*]: _____
4. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

5. **Total No. of years of experience**: _____
6. **Total No. of years with the firm**: _____

8. **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory)**: _____

9. **Certifications and Trainings attended**: _____

10. **Details of Involvement in Projects listed in FORM TECH-2 B, C, D, or E** [*only if involved in the same*]: _____

11. Membership of Professional Associations:

12. **Employment Record** [*Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: ____ To [Year]: _____

Employer: _____

Positions held: _____

14. Detailed Assigned Tasks	15. Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 4 citations of 10 lines each)

<p><i>[List all tasks to be performed under this assignment]</i></p>	<p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Employer: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Value of Project (approximate value or range value): _____</p> <p>Activities performed: _____</p>
--	---

16. Certification:

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

[Signature of staff member or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative: _____

**FORM TECH-7 INFORMATION REGARDING ANY CONFLICTING
ACTIVITIES & DECLARATIONS THEREOF**

Are there any activities carried out by your firm or group company which are of conflicting nature as mentioned in para 1.8 of section 2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm are not indulged in any such activities which can be termed as the conflicting activities under para 1.8 of the section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Tech 8 -ACCEPTANCE OF FEE STRUCTURE

[Location, Date]

To: 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

Dear Sir:

We, the undersigned, offer to provide Testing and Certification Services to UIDAI for testing and certifying various participants in the UID enrolment and training operations in accordance with your Request for Proposal dated 30/09/2011 and our Technical Proposal submitted vide Tech 1 to Tech 7 .

We hereby accept the prescribed fee structure for conducting test @ Rs 365/test (Rs Three hundred and Sixty five) and for retest @ Rs 200 (Rs Two hundred) per retest inclusive of all taxes, duties, any other surcharge etc.

Our “Acceptance” is in line with the clause 3.6 - Financial Proposals of Section 2- “Instruction to Testing and Certifying Agencies” of the RFP.

Our “Acceptance” shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.13 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”.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Section 4: Terms of Reference

1. Introduction

The inability to prove identity is one of the biggest problems in India which prevents the poor from accessing benefits and subsidies 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 fraud and duplicate/ghost beneficiaries. 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. This will ensure that the data collected is clean from the start of the program. Hence the UIDAI aims to achieve de-duplication and ensure that each resident in the country has a unique identification number.

A project of the scale 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. To achieve such uniformity, it is essential that the persons involved in executing enrolment functions at the field level should be trained thoroughly on enrolment processes, use of biometric devices, quality of data capture, exception handling etc. 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 few years, with multiple registrars taking up enrolment work. Hence there will be huge requirement of trained personnel in the coming years. Creating a huge trained workforce of Enrolment operators 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 of developing a standard courseware which can be used across the country for training of enrolment operators. Further, to ensure quality of the trained personnel, UIDAI intends to conduct testing and certification of these personnel. Only those personnel who are certified in UIDAI enrolment processes shall be eligible for performing enrolment functions.

2. Overview of Scope of Work

The scope of work for the Testing and certification shall include the following:

- A) Planning and formulating the overall Testing Plan based on inputs received during the Training Needs Analysis (TNA) conducted by the CDA.
- B) Application software design, development, implementation, hosting, maintenance and support for test scheduling, test taker registration and online testing
- C) Design, develop and host a web portal for testing related information and test taker scheduling and registration.
- D) Setting up required test centers for conduct of online testing for different levels as defined by UIDAI.
- E) Administration and Conduct of the test and retest
- F) Maintenance of database of test takers and results
- G) Administration including award of score card and Certification of the test takers
- H) Accounting for Testing and Certification fees
- I) Submission of periodic electronic MIS reports to UIDAI.

3. Detailed Scope of Work and specifications

The scope of work for the Testing and certification shall include the following:

A) Planning and Formulating the overall Test Plan based on inputs received during the Training Needs Analysis (TNA) conducted by the CDA.

- a. The testing and certifying agency shall formulate the Test plan
- b. The Test plan shall clearly bring out the schedule for testing, locations, periodicity, infrastructure availability & Administration of the test and management of post test processes like certification and MIS reporting.
- c. The testing and certifying agency shall be provided with the Question bank (includes both Multiple choice questions and simulation exercises) by the CDA. In the later stages TCA should provide inputs to CDA for revision of Question bank.

B) Application software design, development, implementation, hosting, maintenance and support for test scheduling, test taker registration and online testing

- a. The testing and certifying agency should develop and make available a secured, centrally hosted testing application which should include a theory module and a practical simulated module
- b. The test should be different for each test taker, questions shall be randomized and sequence different for each test taker.
- c. The answers should be transmitted to the central server in a secure manner.
- d. The central testing application should be hosted at the Agency's data center.
- e. TCA shall ensure uninterrupted test conduct.
- f. The application should be able to handle 1500 concurrent users.
- g. The communication channel between the Test centre location and the Data centre should be secured.
- h. Database of test takers who have taken test and test results shall be centrally maintained by the testing agency and shall be given access to relevant agencies involved in this project

C) Design and Develop a web portal for testing related information and an application for online scheduling and registration for the tests

The TCA shall design, develop and host a web portal that provides the following information

- a. Test information – Type of tests conducted, test dates and test duration

- b. Test center location and address
- c. Mock tests for test takers.

The portal should also enable

- d. The enrolling agencies/test takers to schedule and register for tests online.
- e. Provide status of registration and scheduling to enrolling agencies/test takers.

The test takers shall register for the test only through an enrolling agency.

D) Setting up required test centers for conduct of online testing for different levels as defined by UIDAI.

a. Test center requirements

- i. Test center location shall depend upon the requirement for testing.
- ii. Facility like a web/digital camera to capture Facial image of the test taker immediately before the test should be available.
- iii. Test center infrastructure requirements shall be as follows
 - 1. Desktop/Laptop terminals @ 20 - 40 per center, however it will depend on the demand.
 - 2. LAN connectivity within the test center
 - 3. Internet connectivity should be available at a minimum speed of 2 mbps and capable of scaling up depending upon the requirements.
 - 4. Printer for printing the Score card
 - 5. Power backup like generators etc. for uninterrupted test conduct
 - 6. Redundant internet connectivity to ensure uninterrupted test conduct.
 - 7. Additional laptops/desktops which are configured to testing to take care of any contingencies during test conduct.

b. Testing should be conducted for the following levels.

- i. Master trainer
- ii. Trainer
- iii. Supervisor
- iv. Technical support staff and
- v. Enrollment Operators

The content for testing will be provided by the CDA. The TCA shall ensure that the latest version of the Question bank developed by the CDA is used for testing.

E) Administration and Conduct of the test and retest

- a. Verify the identity of the test taker
- b. Identification details of the test taker should be captured (including the test taker's UID number) along with a digital photograph
- c. A defined and automated admission process shall be followed at the test center. ID number shall be generated for each test taker.
- d. The test should be conducted in the presence of a certified/authorized invigilator.
- e. Conduct the test in a peaceful and ambient environment.
- f. Ensure uninterrupted test delivery throughout the test
- g. Conduct retest in a module the test taker could not pass. Candidate can take a retest for a maximum of three times in 6 months.

F) Maintenance of database of test results

- a. The testing and certifying agency shall also be responsible for maintaining a database of all the test related data which is centrally hosted.
- b. The database shall be accessible to UIDAI and its partners as specified by UIDAI from time to time. The partners shall include but not limited to Enrollment agencies, Registrars, Government departments, Training agencies etc.

G) Administration including award of score card and Certification of the test takers

After testing,

- a. The test taker should be provided with a score card with section wise scores, overall score and whether pass/fail.
- b. The Certificate shall be designed as per UIDAI specifications and should contain information like
 - i. UID number
 - ii. Name
 - iii. Enrolling Agency name (if any)
 - iv. module of test,

- v. date of test,
- vi. PASS/FAIL
- c. Certificate should be dispatched to the candidate/Enrolling Agency within a week of conducting the test.

H) Accounting for Testing and Certification fees

- a. Test fees shall be paid by the candidate/enrollment agency through a DD or cash in the name of the escrow account.
- b. TCA will have to make arrangement for bulk booking and fee payment thereof
- c. Separate fees need to be paid for retesting. Mode of payment shall be same as above.
- d. The TCA shall deposit all fees amounts received from test takers into the escrow account on a daily basis or as required by UIDAI.
- e. The upper limit for testing fee shall be fixed by the UIDAI.

I) Submit periodic MIS reports to UIDAI on Testing and Certification.

The Testing and Certifying Agency should submit daily reports to the UIDAI in an electronic format containing information like

- a. Test taker related
 - i. Test taker UID number
 - ii. Whether full test/retest and fee paid by the test taker
 - iii. Enrolling Agency from which the test takers have registered for the test
 - iv. Test status of the test takers (PASS/FAIL)
 - v. Issues reported in test conduct, if any
- b. Test center related
 - i. List of test takers scheduled for the day
 - ii. List of test takers actually took the test
 - iii. Total fees received at the test center
 - iv. Number of test takers who cleared the test
 - v. Number of test takers who failed the test
 - vi. Average scores of test takers in the theory as well as the practical modules
 - vii. Weekly exception reports on Issues/problems reported during the week.

c. Over all MIS

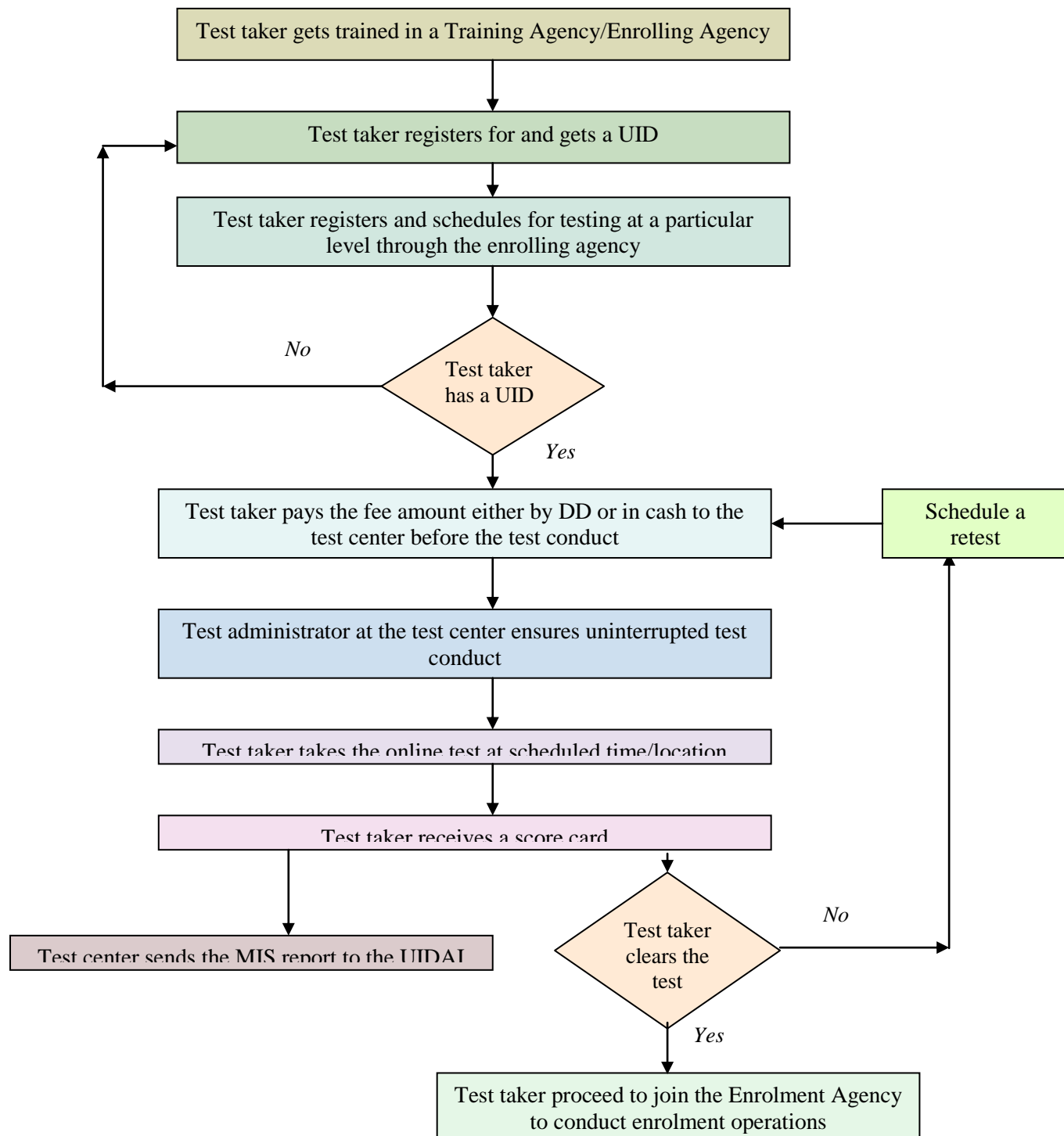
- i. Module wise performance of the candidates
- ii. Language wise performance etc

The TCA shall be subject to strict Audit measures taken up by UIDAI and cooperation from the TCA during Audit process is mandatory.

J) Project Milestones

	Milestones	Start date	End date
1	Commencement of work and completion	15-Novemeber-2011	15 -November -2014
2	Application Software & Web portal Development	15-November-2010	19-December-2010
5	Online testing roll out for candidates	24th December 2011	

For a more clear understanding of the Test taking process a flow chart is provided below



Section 5: Standard Forms of Contract and Annexures

STANDARD FORM OF CONTRACT

CONTENTS

I.	Form of Contract.....	
II.	General Conditions of Contract.....	
III.	Special Conditions of Contract.....	
IV.	Appendices.....	
	Appendix A.....	
	Appendix B.....	
	Appendix C.....	
	Appendix D.....	
	Appendix E.....	
	Performance bank Guarantee format	

CONTRACT FOR TESTING & CERTIFICATION

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

1. GENERAL PROVISIONS

3.

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time. (b) “Vendor” means any private or public entity that will provide the Services to the Employer under the Contract. (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices. (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6; (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1. (f) “Foreign Currency” means any currency other than the currency of the Employer’s country. (g) “GC” means these General Conditions of Contract. (h) “Government” means the Government of the Employer’s country. (i) “Local Currency” means the currency of the Employer’s country. (j) “Bidder” means the Vendor firm bidding for this consultancy assignment (l) “Party” means the Employer or the Vendor, as the case may be, and “Parties” means both of them. (m) “Personnel” means persons hired by the Vendor and assigned to the performance of the Services or any part thereof. (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented. (o) “Services” means the work to be performed by the Vendor
------------------------	--

	<p>pursuant to this Contract, as described in Appendix A hereto.</p> <p>(q) “In writing” means communicated in written form with proof of receipt.</p> <p>(s) “IT Systems” means all application software, middleware, system software, database, servers, networking, security, storage, etc.</p>
1.2 Relationship Between the Parties	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Vendor. The Vendor, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
1.3 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
1.4 Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.5 Notices	
1.5.1	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
1.5.2	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
1.6 Location	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Vendor may be taken or executed by the officials specified in the SC.
1.8 Taxes and	The Vendor and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of

Duties	India
1.9 Fraud and Corruption 4.	
1.9.1 Definitions 5.	<p>It is the Employer's policy to require that the Employer as well as Vendors observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Employer:</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;</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 vendors, 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>
1.9.2 Measures to be taken by the Employer	<p>(a) The Employer may terminate the contract if it determines at any time that representatives of the vendor were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the vendor having taken timely and appropriate action satisfactory to the Employer to remedy the situation;</p> <p>(b) The Employer may also sanction against the Vendor, including declaring the Vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Vendor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract</p>
1.9.3 Commissions and Fees	<p>c) Employer will require the successful Vendor to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The</p>

	information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.
--	--

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

6.

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
2.2 Termination of Contract for Failure to Become Effective	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
2.3 Commencement of Services	The Vendor shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
2.4 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
2.5 Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
2.6 Modifications or Variations	a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.
2.7 Force Majeure	

7.

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

	<p>result of an event of Force Majeure, the Vendor, upon instructions by the “Employer”, shall either:</p> <p>(i) Demobilize,; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Vendor shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.</p> <p>(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.</p>
2.8 Suspension	<p>The “Employer” may, by written notice of suspension to the Vendor, suspend all services of the Vendor hereunder if the Vendor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Vendor to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Vendor of such notice of suspension.</p>
2.9 Termination	
8.	
2.9.1 By the Employer	<p>The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause GC 2.9.1. In such an occurrence the Employer shall give a not less than thirty (30) days’ written notice of termination to the Vendor, and sixty (60) days’ in the case of the event referred to in (e).</p> <p>(a) If the Vendor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing.</p> <p>(b) If the Vendor becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Vendor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the Vendor are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Vendor submits to the “Employer” a false statement which has a material effect on the rights, obligations or</p>

	<p>interests of the “Employer”.</p> <p>(g) If the Vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.</p> <p>(h) If the vendor fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the vendor to improve the quality of the services.</p> <p>(i) If the Vendor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(j) Employer reserves the right to terminate the agreement with the selected vendor or reduce the project cost at any stage of the project if the personnel proposed to be deployed full-time on this engagement are not actually working on this assignment on a full-time basis as proposed by Vendor</p> <p>In case of such termination, the Employer reserves the right to continue using the software application and any other related for the purposes set forth in the agreement only.</p>
2.9.2 By the Vendor	<p>The Vendors may terminate this Contract, by not less than thirty (30) days’ written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:</p> <p>(a) If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(b) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(c) If the “Employer” is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Vendor may have subsequently approved in writing) following the receipt by the “Employer” of the Vendor’s notice specifying such breach.</p> <p>In case of such termination, the Employer reserves the right to continue using the software application and any other related for the purposes set forth in the agreement only</p>
2.9.3 Cessation of	<p>Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall</p>

Rights and Obligations	cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Vendor's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.
2.9.4 Cessation of Services	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Vendor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Vendor and equipment and materials furnished by the "Employer", the Vendor shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.
2.9.5 Disputes about Events of Termination:	If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
2.10 Extension of Contract	The contract shall be extended for a period as required by the Employer based on mutual agreement.

3. OBLIGATIONS OF THE VENDOR

3.1 General	
3.1.1 Standard of Performance	The Vendor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Vendor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with third Parties.
3.2 Conflict of Interests	The Vendor shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Vendor shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Vendors Not to Benefit from Commissions, Discounts, etc.	<p>a) The payment of the Vendor pursuant to Clause GC 6 shall constitute the Vendor's only payment in connection with this Contract or the Services, and the Vendor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Vendor shall use their best efforts to ensure that the Personnel and agents of them similarly shall not receive any such additional payment.</p> <p>(b) Furthermore, if the Vendor, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Vendor shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Employer". Any discounts or commissions obtained by the Vendor in the exercise of such procurement responsibility shall be for the account of the "Employer".</p>
3.2.2 Vendor and Affiliates Not to be Otherwise Interested in Project	<p>The Vendor agrees that, during the term of this Contract and after its termination, the Vendor and any entity affiliated with the Vendor, shall be disqualified from providing goods, works or services resulting from or directly related to the Vendor's Services for the preparation or implementation of the project.</p>
3.2.3 Prohibition of Conflicting Activities	<p>The Vendor shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.</p>
3.3 Confidentiality	<p>Except with the prior written consent of the Employer, the Vendor and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Vendor and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.</p>
3.4 Insurance to be Taken Out by the Vendor	<p>The Vendor (a) shall take out and maintain at their own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
3.5 Accounting, Inspection and Auditing:	<p>The Vendor (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the "Employer" or its designated representative and/or the Employer, and up to five years from</p>

	expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.
3.6 Vendor’s Actions Requiring Employer’s Prior Approval	<p>The Vendor shall obtain the Employer’s prior approval in writing before taking any of the following actions:</p> <p>(a) Any change or addition to the Personnel listed in Appendix C.</p>
3.7 Reporting Obligations	<p>(a) The Vendor shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.</p> <p>(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.</p>
3.8 Documents Prepared by the Vendor to be the Property of the Employer	<p>(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Vendor under this Contract shall become and remain the property of the Employer, and the Vendor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof.</p> <p>(b) The Vendor may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Vendor and third parties for purposes of development of any such computer programs, the Vendor shall obtain the “Employer”’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>
3.9 Equipment, Vehicles and Materials Furnished by the “Employer”	<p>Equipment, vehicles and materials made available to the Vendor by the “Employer”, or purchased by the Vendor wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer” and shall be marked accordingly. Upon termination or expiration of this Contract, the Vendor shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer”’s instructions. While in possession of such equipment, vehicles and materials, the Vendor, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.</p>

3.10 Equipment and Materials Provided by the Vendors	Equipment or materials brought into the Government's country by the Vendor and the Personnel and used either for the Project or personal use shall remain the property of the Vendor or the Personnel concerned, as applicable.
---	---

4. VENDOR'S PERSONNEL

9.

4.1 General	The Vendor shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.
4.2 Description of Personnel	<p>(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Vendor's Key Personnel are as per the vendor's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.</p> <p>(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Vendor by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer"'s written approval.</p> <p>(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Vendor. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.</p>
4.3 Approval of Personnel	The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Vendor proposes to use in the carrying out of the Services, the Vendor shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".

4.4 Removal and/or Replacement of Personnel	<p>(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Vendor, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Vendor shall provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Vendor shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Vendors may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Vendor shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.</p>
4.5 Resident Project Manager	<p>If required by the SC, the Vendor shall ensure that at all times during the Vendor's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.</p>

5. OBLIGATIONS OF THE EMPLOYER

5.1 Assistance and Exemptions	<p>Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:</p> <p>(a) Provide the Vendor and Personnel with work permits and such other documents as shall be necessary to enable the Vendor or Personnel to perform the Services. .</p> <p>(b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(c) Provide to the Vendor and Personnel any such other assistance as may be specified in the SC.</p>
--------------------------------------	---

5.2 Change in the Applicable Law Related to Taxes and Duties	<p>If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the vendor for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Vendor in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Vendor under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).</p>
5.3 Services, Facilities and Property of the "Employer"	<p>(a) The "Employer" shall make available to the Vendor and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.</p> <p>(b) In case that such services, facilities and property shall not be made available to the Vendor as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Vendor for the performance of the Services .</p>
5.4 Payment	<p>In consideration of the Services performed by Vendor under this Contract, the "Employer" shall make to the Vendor such payments and in such manner as is provided by Clause GC 6 of this Contract.</p>
5.5 Counterpart Personnel	<p>(a) If necessary, the "Employer" shall make available to the Vendor free of charge such professional and support counterpart personnel, to be nominated by the "Employer" with the Vendor's advice, if specified in Appendix E.</p> <p>(b) Professional and support counterpart personnel, excluding "Employer"'s liaison personnel, shall work under the exclusive direction of the Vendor. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Vendor that is consistent with the position occupied by such member, the Vendor may request the replacement of such member, and the "Employer" shall not unreasonably refuse to act upon such request.</p>

6. PAYMENTS TO THE VENDOR

6.1 Total Cost of Services	<p>(a) The whole project is conceived on a BOO (Build own and operate) basis. The main source of revenue for the Vendor being the fee collected from the test takers. The employer is not bound to make any payment to the Vendor for the services provided.. The total cost of the Services is set forth in Appendix D as per the vendor's proposal to the Employer and as negotiated thereafter. However, in case of termination of this contract from either side, the Employer reserves the right to continue to use the software and any related for the purposes setforth in this agreement.</p> <p>(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.</p> <p>(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that changes in the fee shall be made as felt appropriate by the Employer in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.</p>
6.2 Currency of Payment	<p>All payments shall be made in Indian Rupees</p>
6.3 Terms of Payment	<p>The payments in respect of the Services shall be made as follows:</p> <p>(a) The vendor shall collect testing and certification fees from the test taker. This is the only source of revenue for the vendor in this project. UIDAI shall not make any payment to the vendor for any of the activities under this project.</p> <p>(b) If the services delivered by the vendor are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing. Employer may take suitable action like suspension of the vendors testing and certification activities. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9.</p> <p>(c) In case of early termination of the contract, there shall be no payment to the vendor from the employer.</p>

7. GOOD FAITH

7.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
7.2 Operation of the Contract	The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement 10.	Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
8.2 Arbitration	<p>(a) In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Vendor, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Vendor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry of Home Affairs. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</p> <p>(b) Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of</p>

	<p>all documents and communications between the parties shall be English.</p> <p>(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Vendor. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.</p>
--	---

9. LIQUIDATED DAMAGES

9.1 Liquidity Damages	<p>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.</p>		
	Sl. No.	Performance Indicator	Service Level Metric
	Penalty on breach of service level (Imposed quarterly)		
	Application Soft ware related		
	1	Development and deployment of application software	Deployed on the date mentioned in the project milestone(section 5, 3J)
			2% of annual fee collection @ week delay
	2.	Availability of Testing Software	More than 99% uptime
			5% of Quarterly Test fee collections
	3.	Response time at test station	Unsatisfactory feedback from test takers on response time> 40%
			5% of Quarterly Test fee collections
	5.	Usability (ease of navigation, user friendly)	Unsatisfactory feedback from test takers on response time>40%
			2% of Quarterly Test fee collections
	Test Center Related		
	6.	Availability of testing center on scheduled test date	More than 99%
			5% of Test fee collections
	7.	On time conduct of test	More than 98% on
			2% of Quarterly Test

			time as per schedule	fee collections
	8.	Network availability at workstation	Negative feedback from test takers more than 20%	5% of Quarterly Test fee collections
	9.	System related interruptions at test stations	Negative feedback from test takers more than 20%	2% of Quarterly Test fee collections
	10.	Quality of Infrastructure & Ambience at test center	Negative feedback from test takers more than 20%	2% of Quarterly Test fee collections
	11	MIS and Reporting	98% on time	2% of quarterly test fee collection
	The cumulative penalty amount is capped at 25% of Quarterly Test fee Collections			

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>
--	--

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses are:</p> <p>Employer: Deputy Director General</p> <p style="padding-left: 40px;">Unique Identification Authority of India (UIDAI), Planning Commission, Govt. of India (GoI), 1st Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001</p> <p>Facsimile: _____</p> <p>E-mail: tca@uidai.gov.in_____</p> <p>Vendor: _____</p> <p style="padding-left: 100px;">_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
1.8	<p>The Authorized Representatives are:</p> <p>For the Employer: Name of Officer_____</p> <p>For the Vendor: _____</p>
2.3	<p>The date for the commencement of Services: Within 15 days from the signing of the contract between the UIDAI and the Vendor</p>
2.4	<p>The time period shall be thirty six months or such other period as the parties may agree in writing.</p>

<p>11. 3.5</p> <p>12.</p>	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Vendor or its Personnel with a minimum coverage as per Motor Vehicles Act 1988; (b) Third Party liability insurance, with a minimum coverage of the value of the contract (c) professional liability insurance, with a minimum coverage of the value of the contract (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Vendor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Vendor's property used in the performance of the Services, and (iii) any documents prepared by the Vendor in the performance of the Services.
---	---

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.

IV. Appendices

APPENDIX - A

DESCRIPTION OF SERVICES

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

Appendix B

REPORTING REQUIREMENTS

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

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)

13.

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 (GoI),
1st Floor, Tower I, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110001

Dear Sir,

BANK GUARANTEE

WHEREAS

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

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

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

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

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

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

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

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

We hereby expressly waive all our rights:

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

Yours faithfully,

For and on behalf of the _____ Bank,

(Signature)

Designation
(Address of the Bank)

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

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