

GOVERNMENT OF INDIA
MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
NEW DELHI

REQUEST FOR PROPOSAL



Agency for Outsourcing of Accounting Function

RFP Number: G-14012/05/2017-UIDAI/Accts Dated—__Nov,2017

Disclaimer

1. The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor an invitation by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.
4. The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFP are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the Purchaser nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.

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1 Section I – Invitation to Bid

1.1 Preamble

This invitation to bid is for “**Agency for Outsourcing of Accounting Function**” of Unique Identification Authority of India.

- a) Bidders are advised to study the Bid document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.
- b) Bid offers prepared in accordance with the procedures enumerated in **Clause 2.1** should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down as per **Clause 1.2.1** at the address given in the **Schedule for Invitation to Bid under Clause 1.2**. Tenderer/Contractors are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’. Bid documents may be scanned with **100 dpi with black and white option** which helps in reducing size of the scanned document.

Manual bids shall not be accepted.

- c) Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- d) Tenderer who has downloaded the tender from the UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited/Bid Securing Declaration

will be executed and tenderer is liable to be banned from doing business with UIDAI.

- e) Intending bidders are advised to visit again UIDAI website www.uidai.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- f) The Hard Copy of original instruments in respect of cost of tender document, Bid Securing Declaration /EMD, original copy of affidavits, certificate, etc must be delivered to the address as mentioned in the clause 1.2 on or before bid opening date/time as mentioned in critical date sheet. Tenderer may reject the bid for non-submission of payment instrument like DD, etc., against the submitted bid. The tender fee shall be non refundable.
- g) Bids will be opened as per date/time as mentioned in clause 1.2.1. After online opening of Technical Bid the results of their qualification as well Financial Bid opening date will be intimated later.
- h) All Bids must be accompanied by an **EMD (Earnest Money Deposit)** /Bid Securing Declaration
- i) The conditions for Pre-Qualification of the bidders as mentioned in clause 2.18 should be fulfilled for consideration of the bid.

1.2 Schedule for Invitation to Bid

a)	Name of the Purchaser	The Chief Executive Officer, Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India (GoI), 3 rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001
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b)	Name of the Contact Person for any clarification	<p>Shri Rajnish Jha, Deputy Director (Finance), Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India (GoI), 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.</p> <p>Queries should be submitted via E-mail to rajnish.jha@uidai.net.in</p>
c)	Date till which the response to the bid should be valid	180 days from the date of opening of Technical Bids.

1.2.1 Important Dates

The following table provides information regarding the important dates of the Bid process for this Bid:

Activity	Date
Published Date	16 th November 2017 at 1700 hrs
Pre-Bid Conference Time, Date, & Venue	<p>22nd November 2017 at 1500 Hrs</p> <p>Venue: Conference Hall, 3rd Floor, Tower 2, Jeevan Bharti Building, Connaught Circus, Delhi.</p> <p>Note: A maximum of three representatives per Bidder would be allowed to participate. Bidders will have to intimate the details of the attendees at least 2 days prior to the scheduled date of the</p>

	Pre-bid conference at the email ID: rajnish.jha@uidai.net.in
Submission of Queries, if any	<p>23rd November 2017 on or before 1730 Hrs</p> <p>All the queries should be received on or before the prescribed date & time, through email only with subject line as follows:</p> <p>“Accounting_Fuction_Outsourcing_Pre Bid Queries _<Bidder’s Name>”.</p> <p>The queries should be submitted as per the format prescribed in clause 2.5. The Pre-Bid queries to be sent at the email ID: rajnish.jha@uidai.net.in</p>
Clarification / corrigendum to be uploaded on the CPP Portal	<p>29th November 2017 at 1800 Hrs</p> <p>Note: Purchaser shall not be obligated to respond to any or all the queries. Purchaser may, at its sole discretion, choose to publish responses to the pre-bid queries and/or any corrigendum on Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) or may send the same through e-mail or any other means.</p>
Bid Submission Start Date	30 th November 2017 at 1000 hrs
Bid Submission End Date	<p>21st December 2017 at 1100 hrs</p> <p>Proposals and supporting documents shall be signed, scanned and uploaded in the format and mode as provided for in the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) for this</p>

	RFP. Documents should be signed by the authorized signatory of the Bidder.
Opening of Technical Bids	22 nd December 2017 at 1630 hrs Venue: UIDAI HQ, New Delhi Note: A maximum of two representatives per bidder would be allowed to participate
Technical Presentation	Will be communicated later
Opening of Commercial Bids	Will be communicated later

Note: The above dates, time and venue may be altered by the Purchaser at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above table is further elaborated in the subsequent sections of this RFP and the information provided in the table and subsequent sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.

1.2.2 Other Details

Area	Description
Method of Selection	Quality and Cost Based Selection [QCBS]
Availability of RFP Documents	Notice Inviting Tenders (NIT) would be available on Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app) and also on uidai.gov.in under Tender section
Tender Fee (Non-Refundable)	<p>INR 500/- by DD from a nationalised/scheduled bank in favour of Unique Identification Authority of India, payable at New Delhi</p> <p>(Original instrument to be submitted whereas signed and scanned copy to be uploaded)</p> <p>Tender fee exemption as mentioned in clause 2.2</p>

Area	Description
Bid Securing Declaration / Earnest Money Deposit (EMD)	EMD INR 10 Lakh by Bank Guarantee (as per format attached in Appendix C) or Bid Securing Declaration (as per format in Appendix D)
Submission of Bid Securing Declaration /EMD and Tender fee (Physical hard copy submission)	<p>Bidders shall submit Bid Securing Declaration /EMD and Tender Fee in a sealed envelope titled “Bid Securing Declaration/EMD and Tender Fee - RFP for Agency for Outsourcing of Accounting Function” to the address as mentioned in clause 1.2 (b) before the bid submission end date.</p> <p>Copy of Bid Securing Declaration/EMD and Tender Fee also needs to be uploaded on -CPP portal under the separate cover as provided above.</p> <p>If the Bid Securing Declaration /EMD and Tender fee are not received by the prescribed date and time, the Proposal submitted by the Bidder will be liable to be summarily rejected.</p>
Language of Bid Submission	Proposals should be submitted in English only.
Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.

1.3 Check list

Please check whether following have been enclosed in the respective covers, namely, **Pre-Qualification Bid, Technical Bid and Commercial Bid.**

1.3.1 Check List of Documents to Be Uploaded in the Pre-Qualification Bid i.e. Packet – 1 (Pre-Qualification Bid, Technical Bid)

Details to be referred in clause 2.18.

S. No.	Pre-Qualification Condition	Whether Enclosed (Y/N)	Page No.
(i)	a) Submission and uploaded copy of EMD of the prescribed amount and validity pursuant to Clause 2.3 or Bid Securing Declaration b) Submission and uploaded copy of payment of Tender Document fee as per clause 2.2		
(ii)	Legal Entity/Registration of company		
(iii)	Registration Certificates (Self-Certificate for compliance with Tax Authorities)		
(iv)	Bidder's Turnover		
(v)	Bidder Experience (Projects)		
(vi)	Number of Resources in organisation		
(vii)	IT enablement experience		
(viii)	Self-Declaration on Banning of Business		
(ix)	Proposal Submission form (4.1.1)		
(x)	Bidder organisation and experience (4.1.2)		
(xi)	Declaration for authorised signatory as mentioned in clause 2.12		

Important Note: Above list should be duly filled and uploaded

1.3.2 Check List of Documents to be Uploaded in Technical Bid i.e.

Packet – 1 (Pre-Qualification Bid, Technical Bid)

S. No.	Description	Whether Enclosed (Y/N)	Page No.
(i)	Bid Particulars (4.2.1)		
(ii)	Technical Bid letter (4.2.2)		
(iii)	Delivery Schedule (4.2.3)		
(iv)	Brief profile of members (4.2.4)		
(v)	Copy of Presentation		
(vi)	Unpriced BoQ (format as mentioned in		

	BoQ_xxxx.xls but without any cost mentioned)		
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Important Note: Above list should be duly filled and uploaded

1.3.3 Check List of Documents be uploaded in the Commercial Bid i.e. Packet -2 (Commercial Bid)

S. No.	Description	Whether Enclosed (Y/N)	Page No.
(i)	Commercial bid letter (4.3.1)		
(ii)	Cost of Goods/Services Offered (4.3.2)		
(iii)	Filled Priced BoQ (excel file)		

Important Note: Above list should be duly filled and uploaded

2 Section II- Instruction to Bidders

2.1 Procedure for Submission of Bids

- a) A two packet Bid System will be followed for this RFP which includes Pre-Qualification Bid, Technical Bid and Commercial Bid. Selection will be done as per L1 based upon commercial bid.

Packet-1 (Pre Qualification and Technical bid) having viz.,

- Part I – Pre qualification (Tender Fee + Bid Securing Declaration /EMD + Checklist with Y/N as mentioned in clause 1.3.1 + Documents as per check list)
- Part II - Technical Bid Submission (Checklist with Y/N as mentioned in clause 1.3.2 + Documents as per check list.)
- Sequence of documents to be followed as per checklist and proper index to be provided

Packet-2 (Commercial Bid) having viz.,

- Financial Bid Submission (Checklist with Y/N as mentioned in clause 1.3.3 + Documents as per check list)
- Schedule of price bid in the form of BOQ_XXXX.xls

Sequence of documents to be followed as per checklists and proper index to be provided

- b) This RFP process will be administered through the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, preparing their proposals in accordance with the requirements defined in this RFP and submitting their proposals on the CPP Portal. More information for submitting the Bids online on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.
- c) The Bidders are required to enrol on the e-procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by

clicking on the link. Enrolment on the CPP Portal is free of charge. As part of the enrolment process, the Bidders will be required to choose a unique username and a password for their accounts. Upon enrolment, the Bidders will be required to register their valid digital signature certificate (Class II or Class III certificates with signing key usage) issued by any Certifying Authority recognized by the Controller of Certifying Authorities, India with their profile. Only one valid DSC should be registered by a Bidder. The DSC should be in the name of the person duly authorized by the Bidding entity to do all acts necessary for submitting the Proposal and execution of work under this RFP. The Bidders are responsible to ensure that only the authorised persons may use the DSCs. The Bidder then logs in to the site through the secured log-in process by entering the user ID / Password and the Password of the DSC / eToken.

- d) All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. Failure to submit the Bid on time could cause a proposal to be rejected. The Purchaser will not accept delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than uploading on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>).
- e) There are various search options available on the CPP Portal to facilitate the Bidders to search active RFPs by several parameters. These parameters include RFP ID, organization name, location, date, value etc. There is also an option for advanced search for active RFPs, wherein the Bidders may combine a number of search parameters such as organization name, location, date, etc. to search for an RFP published on the CPP portal. Once the Bidders have selected the RFP they are interested in, they may download the required documents / RFP schedules. These RFP documents can be moved to the respective “My Tenders” folder. This will enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any Corrigendum issued to the RFP document. The Bidder should make note of the unique RFP ID assigned to each RFP, in case they want to obtain any clarification / help from the Helpdesk.

- f) The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids.
- g) The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid. The Bid documents can generally be in the PDF/ XLS/ RAR formats. The Bid documents may be scanned with 100 dpi with black and white option.
- h) The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned in the clause 1.2 of this RFP. The Bidder will not be allowed to submit the Bid after the Bid submission time. The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in this RFP. The Bidder shall furnish, as part of its Bid, Bid Securing Declaration or an EMD amount as mentioned. In case of EMD, the Bidder has to select the payment option as “Offline” to pay the EMD as applicable and enter the details of the instrument. The Bidder shall seal the EMD envelope containing the original Bank Guarantee. The Bidder shall mark its name and RFP reference number on the reverse of the Bank Guarantee before sealing the same. The address of the Purchaser, Name and Address of the Bidder and the RFP Reference Number shall be marked on the envelope. The envelope shall also be marked with a sentence “NOT TO BE OPENED BEFORE THE DATE AND TIME OF PRE-QUALIFICATION BID OPENING”. If the envelope is not marked as above, the Purchaser will not assume any responsibility for its misplacement, pre-mature opening etc.
- i) A standard BoQ format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their financial Bids in the format provided and no other format will be acceptable. The BoQ format for this RFP can be downloaded from the CPP Portal.
- j) All the documents being submitted by the Bidders will be encrypted using PKI encryption techniques to ensure the secrecy of data. The data entered cannot be viewed by unauthorised persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured socket layer 128 bit encryption technology. Data storage encryption for sensitive fields is done.

The uploaded Bid documents become readable only after the Bid opening by authorized Bid openers.

- k) Upon successful and timely submission of Bids, the portal will give a successful Bid submission message and a bid summary will be displayed with the Bid number and the date and time of submission of the Bid with all other relevant details.
- l) The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.
- m) The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.
- n) Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority and the relevant contact person indicated in this RFP. Any queries relating to the process of online Bid submission or queries relating to the CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk. The national toll free number for the helpdesk is 18002337315.

Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in clause 2.1 (a) should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 1.2.**

2.2 Cost of Bid Document

- 1 The Bidder is required to **pay fee of Rs.500/- (Rupees Five Hundred Only)** in the form of a DD from a nationalized /scheduled bank in favor Unique Identification Authority of India, payable at New Delhi. The Bid Document Fee is non-refundable.

- 2 The Indian bidders which are Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization or concerned ministry or department or start up as recognized by Department of Industrial policy and promotion (DIPP) are exempted from payment of tender fee. In this case, the bidders must submit the copy of valid registration certificate.
- 3 The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the UIDAI. The UIDAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.3 Bid Securing Declaration or EMD (Earnest Money Deposit)

Bidder may submit either Bid Securing Declaration or EMD

2.3.1 Bid Securing Declaration

- a) The Bidders shall submit Bid Securing Declaration (As per Appendix D) along with copy of tender fee in a sealed envelope.
- b) Copy of the Bid Securing Declaration should be uploaded onto the CPP Portal and the hardcopy (signed) of the same shall be submitted as per guidelines mentioned in clause 2.1.
- c) In case the Bid Securing Declaration is not received by the stipulated time then the Purchaser reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- d) The Bid Securing Declaration will be executed :
 - If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the

Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.

- During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- e) The decision of the Purchaser regarding execution of Bid Securing Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

2.3.2 Earnest Money Deposit (EMD)

- a) The Bidders shall submit an Earnest Money Deposit (EMD) of **Rs. 10 lakh (Rupees Ten Lakh only)** in the form of Bank Guarantee as per Appendix C as bid security along with copy of tender fee in a sealed envelope. EMD in any other form will not be accepted.
- b) EMD must remain valid for at least 180 (One Hundred and Eighty) + 45 days from the last date of bid submission date and the validity of the EMD should be extended in the event the last date of submission of the Proposal is extended.
- c) Copy of the EMD instrument should be uploaded onto the CPP Portal in the Bid Cover for EMD and the hardcopy of the same shall be submitted as per guidelines mentioned in clause 2.1.
- d) The EMD is required to protect the Purchaser against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances mentioned in clause (i) below.
- e) The Indian bidders which are Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization or concerned ministry or department or start up as recognized by Department of Industrial policy and promotion (DIPP) are exempted from payment of EMD. In this case, the bidders must submit the copy of valid registration certificate.
- f) The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format as specified in this RFP) by the successful Bidder.

- g) In case the EMD is not received by the stipulated time then the Purchaser reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- h) The EMD may be forfeited:
- If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
 - During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- i) The decision of the Purchaser regarding forfeiture of the EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

2.4 Contents of the Bid Document

- 1 The Schedule of Requirements of the Licenses and services required, Bid procedures and contract terms are prescribed in the Bid Document. The Bid Document includes:
 - a) Section I – Invitation to Bid;
 - b) Section II – Instructions to Bidders;
 - c) Section III- General Conditions of Contract;
 - d) Section IV – Contents of the Bid
 - i. Prequalification
 - ii. Technical Bid
 - iii. Commercial Bid
 - e) Section V- Scope of Work;
 - f) Section VI- Appendices
 - i. Contract Form (Appendix A)

- ii. Performance Bank Guarantee form (Appendix B)
 - iii. Bid Security/Earnest Money Deposit Form (Appendix C)
 - iv. Bid Securing Declaration Form (Appendix D)
 - v. Non-Disclosure Agreement (Appendix E)
- 2 The Bidder is expected to examine complete bid document including all instructions, forms, general terms & conditions, and Schedule of requirements in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

2.5 Clarification of Bid Document

- 1 A prospective Bidder requiring any clarification of the Bid Document may notify the UIDAI in writing at the UIDAI's mail address indicated in clause 1.2. The queries must be submitted over mail in filled excel as below:

Name of the Organization	Sr. No	Clause No. of RFP	Page number of clause	Existing Provision in the Clause	Clarification Sought

- 2 The UIDAI will respond, to request for clarifications of the Bid Document, received not later than the date prescribed by the UIDAI in clause 1.2.1 of this Bid document.

2.6 Amendment to the Bid Document

- 1 At any time prior to the last time and date for receipt of bids, the UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
- 2 The amendment will be notified by UIDAI which will be binding on all bidders.
- 3 In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the UIDAI may, at its discretion, extend the last date for the receipt of Bids.

2.7 Language of Bids

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the UIDAI, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

2.8 Documents Comprising the Bids

- 1 The Bids prepared by the Bidder shall comprise of the following components:
 - a) Pre-Qualification Bid
 - b) The Technical Bid
 - c) The Commercial Bid

2.9 Bid Prices

- 1 The Bidder shall indicate in the pro forma prescribed at clause 4.3.2, the unit cost and total Bid value of the Goods\Services, it proposes to provide under the Contract.
- 2 The unit cost quoted in the above mentioned pro forma will be used to calculate cost for 'change orders', if any.
- 3 In the absence of any information, as requested above, a bid may be considered incomplete and summarily rejected.
- 4 The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the study of the bill of material in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.

2.10 Firm Prices

- 1 Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in Annexure 4.3.2 enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 2 The Commercial bid should clearly indicate the price to be charged and should include all taxes, fees and other charges as may be applicable in relation to the

activities proposed to be carried out. Such charges should be shown separately in Annexure 4.3.2.

- 3 Any change in taxes will be adjusted accordingly in the payment structure.

2.11 Discount

The Bidders are advised not to indicate any separate discount. Unconditional Discounts, if any, should be merged with the quoted prices. Discount of such type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the UIDAI shall avail such discount at the time of award of contract.

2.12 Bidder Qualification

- 1 The "Bidder" as used in the Bid documents shall mean the one who participate in the bid process. The Bidder may be either the Constituted attorney of the company or the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.
- 2 It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:
 - a) Constituted attorney of the company.

OR

 - b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company/organisation.
- 3 The Bidder shall sign its Bids with the exact name of the Company/organisation to whom the contract is to be issued.
- 4 The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.
- 5 UIDAI may outrightly reject any bid not supported by adequate proof of the signatory's authority

2.13 Period of Validity of Bids

- 1 Bids shall remain valid for 180 days after the date of opening of Pre-Qualification and Technical Bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.
- 2 In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of Bid Securing Declaration /EMD provided under Clause 2.3 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

2.14 Revelation of Prices

Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.

2.15 Terms and Conditions of Bidders

- 1 Printed terms and conditions of the Bidders will not be considered as forming part of their Bids.
- 2 The Bidder should note that any deviation (s) or non-compliance will lead to rejection of bid.

2.16 Local Conditions

- 1 It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the value.
- 2 It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The UIDAI shall not entertain any request for clarification from the Bidder regarding such local conditions
- 3 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim what so ever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the UIDAI and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the UIDAI on account of failure of the Bidder to appraise themselves of local laws/condition.

2.17 Headings

Headings of conditions hereto shall not affect the construction thereof.

2.18 Conditions for Pre-Qualification of Bidders

The copy of bid shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. **The authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, including un-amended printed literature, shall be initialed and stamped by the person or persons signing the bid.**

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.

The relevant sections shall be highlighted in the document attached.

#	Parameter	Pre-qualification criteria Description	Evidence required
1.	Document	Bid Securing Declaration/EMD and Tender Document Fee is submitted in original	Tender fee and Bid Securing Declaration /Bank Guarantee for EMD The bidder may claim exemption from submission of Tender fee as mentioned in clause 2.2. In this case, the bidder must upload copy of valid registration certificate. The bidder may claim exemption from submission of EMD as mentioned in clause 2.3. In this case, the bidder must upload copy of valid registration certificate.
2.	Legal Entity/ Registration	Bidder shall be A company incorporated in India under the Companies Act, 1956	Copy of the Partnership deed/By Law/ Certificate of Incorporation issued by Registrar of Companies

#	Parameter	Pre-qualification criteria Description	Evidence required
	of Company	and subsequent amendments thereto; Or A partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India.	along with Memorandum & Articles of Association and full address of the registered office
3.	Registration certificates	The Bidder must be registered with appropriate authorities for all applicable statutory duties/taxes and comply with all taxation norms	Self-certificate undertaking on company's letter head duly signed by company's authorized signatory that on the date of bid submission the company is complying all statutory duties/ taxation norms of India and possesses all necessary certificates to this effect.
4.	Bidder Turnover	The Bidder must have an average annual turnover of minimum - INR 10 Crores during last 3 financial years ending 31 st March, 2017 from provision of Skilled manpower in finance, account and audit related work. The turnover refers to the turnover of the company and not the composite turnover of its subsidiaries/sister concerns, etc.	Audited financial statements for the last three financial years (FY 2014-15, 2015-16, 2016-17) clearly mentioning turnover from provision of Skilled manpower in finance, account and audit related work. In case the turnover on account of Skilled manpower in finance, account and audit related work. is not mentioned separately in the

#	Parameter	Pre-qualification criteria Description	Evidence required
			audited financial statements, the bidder shall provide a certificate from statutory auditor/ Company Secretary stating the turnover from provision of Skilled manpower in finance, account and audit related work in the last three financial years (FY 2014-15, 2015-16, 2016-17), duly attested by company's authorized signatory.
5.	Bidder Experience	<p>The Bidder must have completed at least 2 (Two) projects exceeding INR 1 Crore each for managing account related functions in an Indian organisation between 1st April, 2012 and 30th Sep 2017. The organisation where such projects have been done shall have annual turnover/budget of at least INR 500 Crores in last FY.</p> <p>Projects under which any phases as defined in the contract have been completed will also be considered.</p>	<p>a) Work Order/PO Copy b) Completion Certificate/ Client Certificate for experience in managing account related functions' (mandatory to provide the financial value and duration of the contracts).</p> <p>For projects under Non-Disclosure Agreement with the client, bidder shall submit the copy of NDA along with Company Secretary certificate confirming the project scope, order value, start date, project status and project duration.</p> <p>Current running projects till date of submission of this bid shall be considered. However bidder is required to furnish a certificate from the respective client clearly</p>

#	Parameter	Pre-qualification criteria Description	Evidence required												
			<p>mentioning the phase in which project is running (completed on or before 30 Sep 2017 along with copy of PO highlighting the phases and the phase completion proof. The value of only completed phase will be considered.</p> <table><tr><td>Work Order (WO) Number</td><td>Description. Also turn over/budget of the Organisation</td><td>Start Date</td><td>End Date</td><td>Period and value of Contract.</td><td>Page number on which WO is attached as part of Bid documents</td></tr><tr><td>1</td><td></td><td></td><td></td><td></td><td></td></tr></table>	Work Order (WO) Number	Description. Also turn over/budget of the Organisation	Start Date	End Date	Period and value of Contract.	Page number on which WO is attached as part of Bid documents	1					
Work Order (WO) Number	Description. Also turn over/budget of the Organisation	Start Date	End Date	Period and value of Contract.	Page number on which WO is attached as part of Bid documents										
1															
6.	Bidder Experience in India	The Bidder should have a minimum of 25 qualified professionals of similar qualification and skill set as quoted by bidder in technical bid (managing Account related functions) on its payroll at the time of bid submission.	Self-attested statement from HR Head certifying the fact and duly signed by company's authorized signatory												

#	Parameter	Pre-qualification criteria Description	Evidence required
7.	IT Experience	The bidder must have successfully IT enabled and integrated accounting function of an Indian organization having turnover/ annual budget of Rs 300 Crore.	Certificate from the Company Auditors/ Company Secretary and duly attested by the Authorised signatory providing details of the projects undertaken including value of the project, scope of work, client details, period of execution etc.
8.	Banning of Business	The bidder should not be banned from carrying out business either with the entire Central Government of India or the Ministry of Electronics& IT, Govt. of India or the UIDAI at the time of the submission of the bid. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder.	Self-certificate/ undertaking on Company's letter head duly signed by company's authorized signatory.

2.19 Last Date for Receipt of Bids

- 1 Bids will be uploaded on the portal not later than the time and date specified in clause 1.2.1. After the prescribed time, the option for uploading of documents will not be there on the portal.
- 2 The UIDAI at its discretion may extend the last date for the receipt of bids, by amending the Bid Document, in which case all rights and obligations of the UIDAI and Bidders previously subject to the last date will thereafter be subject to the last date as extended.

2.20 Modification and Withdrawal of Bids

- 1 The Bidder may modify or withdraw its bid after the Bids' submission on the portal till last date of submission.
- 2 No option will be there to modify the bid subsequent to the last date and time for receipt of bids.
- 3 No bid may be withdrawn in the interval between the last date and time for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its EMD/ execution of Bid Securing Declaration.

2.21 Address for Correspondence

All correspondence by UIDAI shall be made to the details provided in the clause 4.1.1 of the bid document.

2.22 Opening of Bids by UIDAI

- 1 On the basis of information furnished in the Pre-Qualification Bid, Bidders will be pre-qualified. The bids of Bidders, who do not qualify at this stage, will not be taken up for further evaluation.
- 2 Bids of only pre-qualified Bidders will be taken up for further evaluation.
- 3 The UIDAI will open the Bids, in the presence of the representatives (not more than two representatives per bidder) of the Bidders who choose to attend, at the time, date and place, as mentioned in clause 1.2 of this Document.
- 4 The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite EMD/Bid Securing Declaration and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the bid opening.

2.23 Clarification

When deemed necessary, the UIDAI may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or value quoted.

2.24 Preliminary Examination

- 1 The UIDAI will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required

EMD/Bid Securing Declaration has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- 2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit cost and the total cost that is obtained by multiplying the unit cost and quantity, the unit cost shall prevail and the total cost shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is discrepancy between words and figures, the amount in words will prevail.
- 3 A bid determined as not substantially responsive will be rejected by the UIDAI and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 4 The UIDAI may waive any minor infirmity or nonconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

2.25 Contacting the UIDAI

- 1 No Bidder shall contact the UIDAI to influence the bidding process or on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.
- 2 Any effort by a Bidder to influence the UIDAI's Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.

2.26 Post Qualification

- 1 The UIDAI will determine to its satisfaction whether successful bidder is qualified to satisfactorily perform the Contract.
- 2 This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities. It will be based upon an examination of the documentary evidence submitted by the Bidder as per document sought in the bid document as well as such other information as the UIDAI deems necessary and appropriate.
- 3 An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which even the UIDAI will proceed to the next lowest bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

2.27 Criteria for Evaluation of Bids

- 1 QCBS method of selection of Bidder will be done. The evaluation will be done in 3 phases by the Evaluation Committee (EC) setup by UIDAI.
- 2 To meet the UIDAI's requirements, as spelt out in the Bid Document, the successful bidder/Vendor must have the requisite, the technical know-how, and the financial wherewithal that would be required to provide the Services sought by the UIDAI, for the entire period of the contract. The evaluation process of the Bid proposed to be adopted by the UIDAI is indicated below so as to provide the Bidders an idea of the evaluation process that the UIDAI may adopt. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders.

3 **Phase I: Evaluation of Pre-Qualification and Technical Bids**

The Evaluation Committee (EC) shall first evaluate the Pre-Qualification Proposal as per the Pre-Qualification Criteria detailed in Clause 2.18. The Pre-Qualification proposal shall be evaluated based on the information provided in the Standard Forms (Section IV) and the supporting documents.

4 **Phase II: Evaluation of Technical Bids**

Evaluation of Technical bid is subject to meeting all pre qualification criteria. A detailed evaluation will be subsequently carried out by the UIDAI. In this phase, the Technical Bids will be reviewed for compliance of the Bid requirements with reference to the responses to the technical requirements given in Section IV and schedule of requirements of this Bid Document (Section V). Technical Bids which meet the above mentioned criteria will be eligible for consideration in the subsequent rounds. If required, the UIDAI may seek specific clarifications from any or all Bidder(s) at this stage. The UIDAI shall determine the Bidders that qualify for the next phase after reviewing the clarifications provided by the Bidder(s). Technical bid shall also contain unpriced BoQ as per clause 4.3.2 (without any cost mentioned).

Evaluation Committee while evaluating the Technical Proposals will have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.

Bidders, if asked for, shall make presentation to Evaluation Committee. The qualification of the Bidder and the evaluation criteria for the technical proposal

shall be as defined below. Each responsive proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, & particularly the Statement of Work or if it fails to achieve the minimum technical score mentioned below.

Criteria, sub-criteria, and point system for the Detailed Evaluation of Technical Proposals are:

Following outlines the broad parameters based on which evaluation of technical proposals of the bidders shall be carried out by UIDAI.

SL NO	EVALUATION PARAMETER	EVALUATION CRITERIA	MAXIMUM SCORE						
A	Bidder’s credentials (turnover)	Average Annual Turnover from providing skilled manpower in finance, account and audit related work during last 3 financial yrs. ending 31/03/17 10 Cr –50 Cr - 10 Marks 50 Cr –100 Cr - 15 Marks Above 100 Cr - 20 Marks	20						
B	Evaluation of 2 projects	Evaluation of at least 2 projects for managing finance and account related functions in organisation (having turnover/budget of atleast 500 Cr) in last FY. <table><tr><td>Both projects between 1 Cr – 5 Cr</td><td>15 marks</td></tr><tr><td>One project between 1 Cr – 5 Cr and other project above 5 Crore</td><td>20 marks</td></tr><tr><td>Both projects above 5 Crore</td><td>30 Marks</td></tr></table>	Both projects between 1 Cr – 5 Cr	15 marks	One project between 1 Cr – 5 Cr and other project above 5 Crore	20 marks	Both projects above 5 Crore	30 Marks	30
Both projects between 1 Cr – 5 Cr	15 marks								
One project between 1 Cr – 5 Cr and other project above 5 Crore	20 marks								
Both projects above 5 Crore	30 Marks								

C#	Technical Presentation	IT automation done in other organization and relevancy to UIDAI requirements (20 Marks) Qualification of manpower proposed to be provided by the bidder (15 marks) Methodology to be adopted by the bidder to manage the operations of the all the ROs and HQ including project plan (15 Marks) The EC may visit the location of projects implemented to understand the details.	50
	Total Score (St)		100

St = Total points obtained for the above criteria A, B, C

The minimum technical score St required to pass is **70** Points and minimum criteria for each section as detailed in the table above.

Slots will be communicated to all the respective bidders for presentation.

5 Phase III: Evaluation of Commercial Bids

In this phase, the Commercial Bids of the Bidders, who are technically qualified in Phase I, shall be opened. The Commercial Bid should contain the total price as mentioned in Annexure 4.3.2 of Section IV, proposed to be charged by the Bidder.

In the QCBS method of selection of Bidder, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated below. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal ;)

$$S = St \times T + Sf \times P.$$

The formula for determining the financial scores is the following:

$Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

The weights given to the Technical and Financial Proposals are:

T = 70%; and P = 30%

UIDAI will award the Contract to the successful Bidder whose bid has been determined to be technically qualified and achieving the highest combined technical and financial score, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The UIDAI will however not bind itself to accept the lowest evaluated bid or any bid and reserves the right to accept or reject any bid.

2.28 UIDAI's Right to Vary Scope of Contract at the time of Award

1. The UIDAI may at any time during the period of contract, by a written order given to the Bidder, make changes within the general scope of the Contract.

The UIDAI shall reserve the right, not to hire all services quoted by the bidder in this bid.

2.29 UIDAI's Right to Accept Any Bid and to Reject Any or All Bids

The UIDAI reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the UIDAI's action.

2.30 Notification of Award (NOA)

1. UIDAI will notify through Notification of award (NOA) the successful Bidder in writing by letter or by email, to be confirmed in writing by letter, that its bid has been accepted. Within 10 days of receipt of this NOA, the bidder has to render his acceptance of notification of this award.
2. Upon the successful Bidder's furnishing of performance security pursuant to Clause 2.32, the UIDAI will promptly notify each unsuccessful Bidder and will discharge their EMD/Bid Securing Declaration.

2.31 Signing of Contract

1. At the same time as the UIDAI notifies (NOA) the successful Bidder that its bid has been accepted, the UIDAI will send the Bidder the Contract Form (Appendix A of Section 6.1 provided in the Bid Document, incorporating all agreements between the parties).
2. Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.

2.32 Performance Bank Guarantee (PBG)

- 1 Within 15 days of the receipt of notification of award of the contract from the purchaser, the successful Bidder/vendor shall furnish the PBG as per format prescribed in Appendix B of clause 6.2
- 2 Failure of the successful Bidder/vendor to submit the PBG within 15 days shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (EMD)/ execution of Bid Securing Declaration, in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.
- 3 Performance Bank Guarantee will be for a total amount equivalent to 10% of total contract value and having validity till To+3 years and 90 days. (To is date of issue of LoI/NOA by UIDAI).
- 4 PBG shall be invoked by UIDAI in the event the successful bidder/vendor:
 - i. fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of UIDAI,
 - ii. Misrepresentations of facts/information submitted to UIDAI.
- 5 The performance bank guarantee may be discharged/returned by UIDAI upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.
- 6 In the event of the Bidder being unable to service the contract for whatever reason, UIDAI would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of UIDAI under the contract in the matter, the proceeds of the PBG shall be payable to UIDAI as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract. UIDAI shall notify the bidder in writing of the exercise of its right to

receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.

- 7 UIDAI shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- 8 In case the project is delayed beyond the project schedule as mentioned in clause 4.3.2, the performance bank guarantee shall be accordingly extended.
- 9 On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate will be issued and the PBG will be returned to the Bidder, after 60 days of contractual obligations date.

2.33 Confidentiality of the Document

- 1 Bidder is required to furnish an undertaking that anything contained in this Bid Document shall not be disclosed in any manner by submitting NDA as per Appendix E.
- 2 Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose.
- 3 NDA to be submitted by successful bidder.

2.34 Rejection Criteria

- 1 Technical Rejection Criteria

The following vital technical conditions should be strictly complied with failing which the bid will be rejected:

- i. Only the Bidders who quote for the complete Scope of Work and Supply of Goods and Services as indicated in this Bid Document, addendum thereof (if any) and any subsequent information given to the Bidder shall be considered. Incomplete bids will be rejected outright. Evaluation will be carried out for the total scope of work covered in the Bid document.
- ii. The Bidder shall be deemed to have complied with all clauses in the Bid

document under all the sections/chapters of the Bidding document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical Specifications, Timelines and General Terms and Conditions of Contract. Evaluation will be carried out on the information available in the bid.

- iii. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the Bidding Process the bid will be rejected and EMD will be forfeited/Bid Securing Declaration will be executed.
- iv. EMD will be forfeited/Bid Securing Declaration will be executed in case of any breach of Confidentiality clause.

2 Commercial Rejection Criteria

The following vital commercial conditions should be strictly complied with failing which the bid will be rejected.

- i. Any commercial quote, if found in any part of the bid other than commercial bid, will lead to disqualification of bidder and his bid shall be rejected outright.
- ii. Offers of following kinds will be rejected:
 - a) Offers made without EMD/Bid Securing Declaration.
 - b) Offers which do not confirm unconditional validity of the bid for 180 days from the date of opening of bid.
 - c) Offers where prices are not firm during the entire duration of the contract and / or with any qualifications.
 - d) Offers which do not conform to UIDAI's price bid format
 - e) Offers which do not confirm to the completion period indicated in the bid.
- iii. Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them. However, tax rate to be mentioned separately.

2.35 Fraud and Corruption

It is required that Bidders participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. The Purchaser:

a) defines, for the purpose of this paragraph, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the Evaluation Committee, 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 Purchaser, designed to establish prices at artificial, non-competitive 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;

The Bidders shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

3 Section III - General Conditions of Contract

3.1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

1. **"UIDAI"** means the Unique Identification Authority of India.
2. **"The Purchaser/Purchaser"** means the Unique Identification Authority of India acting through CEO or any other representative authorized by the Unique Identification Authority of India.
3. **"Purchase Officer"** means the officer signing the acceptance of Bid and includes any officer who has authority to execute the relevant contract on behalf of the Purchaser.
4. The **"Contract"** means the agreement entered into between the Purchaser and the Vendor as recorded in the Contract Form signed by the Purchaser and the Vendor, including all attachments and annexes thereto and all documents incorporated by reference therein.
5. The **"Vendor"** means the person or the firm or the company with whom the order of or the Procurement of the Goods/Services is placed and shall be deemed to include the Vendor's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
6. **"Applicable Law"** means the laws and any other instruments having the force of law in the Purchaser's country, as they may be issued and in force from time to time.
7. **"Accounting"** means keeping and preparation of the financial records of the purchaser's organization in accordance with the laid down standards and procedure, the analysis, verification and reporting of such records.
8. **"Accounting functions"** shall include but not limited to preparations of bills/vouchers of financial transactions, recording of transactions in subsidiary book(s), preparation of journal chronologically, posting of journals into ledger chronologically and in a classified manner, reconciliation of various books of accounts, preparation of trial balance at the end of each month, recording adjustment entries in timely manner and preparation of adjusted trial balance, closing all nominal accounts and transferring them to financial statements and preparation of financial

statements, i.e. the Balance Sheet, the Income and Expenditure Account and the Receipt and Payment Account.

9. **“Asset”** means resources used by the purchaser for carrying out its activities and shall include fixed assets such as land, buildings, plant machinery and equipments, vehicles, furniture and fixtures, office equipments etc. and current assets such as investments, inventories, sundry debtors, cash and bank balances, loans, advances and other assets.
10. **“Bidder”** means any private or public entity that will provide the Services to the Purchaser under the Contract.
11. **“Contract”** means the Contract signed by the Parties and all the attached documents i.e. the Sections like General Conditions Section (GC), Statement of Works Section, the Appendices and the Annexure.
12. **“Contract Price”** means the price to be paid for the performance of the Services, in accordance with Section III;
13. **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause 3.7 of Section III.
14. **“Foreign Currency”** means any currency other than the currency of the Purchaser’s country.
15. **“GC”** means General Conditions of Contract.
16. **“Government”** means the Government of the Purchaser’s country.
17. **“Local Currency”** means the currency of the Purchaser’s country.
18. **“Bidder”** means the Bidder company bidding for this project.
19. **“Party”** means the Purchaser or the Bidder, as the case may be, and **“Parties”** means both of them.
20. **“Personnel”** means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.
21. **“Services”** means the work to be performed by the Bidder pursuant to this Contract.
22. **“In writing”** means communicated in written form with proof of receipt.
23. **“IT Systems”** means all application software, middleware, system software, database, servers, networking, security, storage, etc.

3.2 Application

These General Conditions shall apply to the extent that they are not superseded

by provisions in other parts of the Contract.

3.3 Use of Contract Documents and Information

1. The Vendor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Vendor in the Performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as it may be necessary for purposes of such performance.
2. The Vendor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in clause 2.4 except for purposes of performing the Contract.
3. Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Vendor's performance under the Contract, if so required by the Purchaser.

3.4 Patent Rights

The Vendor shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from the use of the Goods/services or any part thereof.

3.5 Installation and Acceptance

Installation report signed by UIDAI with satisfactory access to/of all the applications/functionalities will constitute the acceptance.

3.6 Delivery and Documents

Delivery of the Goods and services shall be made by the Vendor in accordance with the terms specified by the Purchaser in this RFP.

3.7 Period of Contract

1. This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.

2. This contract for “Agency for Outsourcing of Accounting Function” will be for 3 year duration. It is extendable up to two years on yearly basis at rate for 3rd Year mentioned in BoQ and on same terms and conditions.
3. Notwithstanding the provision of Clauses mentioned above, the period of Contract shall be valid subject to the satisfaction of the Purchaser.
4. The Purchaser shall promptly notify the Vendor in writing of any issues in the licensing terms or upgrades and updates or miscellaneous issues. Upon receipt of such notice, the Vendor shall, with all reasonable speed, resolve the issue, without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.
5. If the Vendor, having been notified, fails to remedy the defect(s)/issue(s) within a period defined, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.
6. The Bidder shall begin carrying out the Services within 30 days from the signing of the contract between the UIDAI and the Bidder which would be considered as start of commencement of services.
7. The Penalty, as per the Service Level Agreement, will be applied, if the vendor is not able to deploy/provide resources as stipulated in the Delivery Schedule (Clause 4.2.3 of Section IV).
8. Bidder should subsequently make Go Live the IT solution within 09 months of commencement of services and thereafter 3 months of pilot phase will be run during which the existing system and automated system shall function concurrently.
9. If the Bidder is unable to provide/deploy resources or successfully implement the IT solution as defined in section V within defined period after contract signing, the Purchaser may consider termination of the Contract pursuant.

3.8 Payment schedule

The payments in respect of the Services shall be made as follows:

- a) The Bidder shall submit the invoice for monthly/quarterly payment. The payment shall be released after deduction on account of TDS and not meeting the SLAs.

- b) The payment shall be made only after receipt of status of Actual Manpower deployment, attendance record of Manpower deployed duly certified by authorized signatory of bidder and Certificate of attendance certified by the accepting authority where the Manpower is deployed has been submitted by the Bidder and approved as satisfactory by the "Purchaser" for that month.
- c) For the purpose of payment above, satisfactory means; acceptance of the deliverables as well as acceptance of all the reports as mentioned above by the Purchaser after submission by the Bidder. It also include completion of time bound activities that need to be done and agreed with UIDAI after award of contract.
- d) If the invoices, reports and deliverables submitted by the Bidder are not acceptable to the Purchaser, reasons for such non-acceptance should be recorded in writing; the Purchaser shall not release the payment due to the Bidder. Reports and deliverables not meeting the required quality or expectations or are incomplete shall not be accepted. In such case, the payment will be released to the Bidder only after it re-submits the reports and deliverable and which are accepted satisfactorily by the Purchaser.
- e) In case of early termination of the contract, the pro rata payment shall be made to the Bidder for the period it has provided its services to the Purchaser.

3.8.1 Payment terms for Application

- 1) Bidder shall quote charges for the application development as mentioned in BoQ. Payment will be released on completion of milestone which are as listed below:
 - a) 10% on submission on LLD
 - b) 30% on making the application ready for Go Live
 - c) 30% on Go Live after testing
 - d) 30% on successful completion of 3 month period pilot phase as mentioned in clause 5.3 of Section V (Scope of Work).
- 2) Bidder will also be paid charges for the application operations and maintenance as mentioned in BoQ which is payable on quarterly basis after Go Live of application or completion of 1 year, whichever is later.

3.8.2 Payment terms for Manpower

- 1) Bidder shall quote yearly manpower charges.
- 2) Yearly charges will be converted to monthly charges for monthly payment.
- 3) The monthly charges will remain same irrespective of number of resources are deployed during any point of time.
- 4) Any penalties and deductions will be done from monthly payment.
- 5) In case of any additional manpower is requested by UIDAI, the yearly charges for that year which is mentioned in BoQ will be apportioned appropriately i.e yearly charges against a category and year in which request is made will be divided by number of resources in that year and then monthly rate will be calculated.

3.8.3 Payment terms for Experts for Opening Balance Assessment

First year manpower charges shall be inclusive of expert for opening balance assessment.

3.9 Currency of Payment

Payment shall be made in Indian Rupees only.

3.10 Change Orders

1. The Purchaser may at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:
 - i) drawings, designs or specifications;
 - ii) the place of delivery; or
 - iii) the Services to be provided by the Vendor.
2. If any such change causes an increase or decrease in the value, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or delivery schedule, or both, and the Contract shall accordingly be amended.

3.11 Contract Amendments

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

3.12 Assignment

The Vendor shall not assign, in whole or in part, its obligations to perform under the

Contract, to other party, except with the Purchaser's prior written consent. The permission, if any, of the purchaser has to be taken within 15 days of award of the contract.

3.13 Sub-contracts

1. No sub-contracting of the work either in full or part is allowed.
2. The Purchaser shall select a single agency for the execution of this contract and any sub-bidders, contractors, joint-ventures, partnerships or consortiums shall not be allowed.

3.14 Delays in the Vendor's Performance

1. Delivery of the Goods and performance of Service shall be made by the Vendor in accordance with the Timelines specified by the Purchaser in Clause 4.3.2.
2. An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.
3. If at any time during performance of the Contract, the Vendor should encounter conditions impeding timely delivery of the goods and performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the parties. If the vendor request to delay the delivery of goods and performance of services is not found acceptable to the purchaser, Clause 3.16 would be invoked.

3.15 Liquidated Damages

1. If the successful bidder/vendor fails to deliver or install any or all of the Goods or to perform the Services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Value, as liquidated damages, an

- amount as mentioned in clause 5.4. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.16.
2. During the contract period, if the successful bidder/Vendor fails to provide resolve issue or rectify the faulty Software supplied by vendor within the duration specified in clause 5.4 and the target timelines specified in clause 4.2.3 from the date and time of reporting, Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Value, as liquidated damages, a sum mentioned in clause 5.4. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.16.
 3. The overall liquidated damages will be maximum of 10% of the Contract value.
 4. If the liquidated damages amount is more than the bill due to the vendor, amount will be deducted from the subsequent bills. However, if the liquidated damages amount is not recoverable from the pending dues to the vendor, in that case, same shall be recovered from encashing PBG, if required.

3.16 Termination for Default

1. Purchaser shall provide notice of thirty(30) days to meet the services.
2. Where an event of default subsists or remain uncured after 30 days of notice to vendor to resolve, the Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Vendor, terminate the Contract in whole or in part:
 - (i) If the Vendor fails to deliver any or all of the Goods/Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser pursuant to Clause 3.14;
 - OR
 - (ii) If the Vendor fails to perform any other obligation(s) under the contract.
3. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods/ Deliverables/ Services similar to those

undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar Goods/Deliverables/Services including

the efforts of the Purchaser for such arrangement. However, the Vendor shall continue performance of the Contract to the extent not terminated.

3.17 Force Majeure

1. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods or performance of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
2. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
3. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.
4. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
5. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods and services received.

3.18 Termination for Insolvency

The Purchaser may at any time terminate the Contract without compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

3.19 Termination for Convenience

1. The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of sixty days. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

3.20 Dispute Resolution

1. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.
2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
3. The Arbitration proceedings shall be held in New Delhi, India.
4. The Arbitration proceeding shall be governed by the substantive laws of India.
5. The proceedings of Arbitration shall be in English language.
6. Except as otherwise provided elsewhere in the contract if any dispute,

difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.

7. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.
8. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
9. It is a Scope of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
10. It is also a Scope of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
11. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
12. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.

13. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
14. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

3.21 Governing Language

The Contract shall be written in the English language. Subject to Clause 3.22, that language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in that same language.

3.22 Applicable Law

The Contract shall be governed by and construed in accordance with the laws of India.

3.23 Notices

1. Any notice by one party to the other pursuant to the Contract shall be sent in writing or by email and confirmed in writing to the address specified for that purpose in the contract.
2. A notice shall be effective when delivered or on the notice's effective date and time, whichever is later.

3.24 Deductions

Payments shall be subject to deductions of any amount, for which the Vendor is liable under the agreement against this Bid.

3.25 Taxes and Duties

1. The Vendor shall be entirely responsible for all taxes, license fees etc., incurred until delivery of the contracted Goods/Services to the Purchaser. If there is any reduction/increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/vendor.

3.26 Continuing Support

The Vendor shall provide adequate and appropriate support and participation, on a continuing basis, in tuning and support all vendor supplied goods and services to meet the requirements of the applications.

3.27 Conflict of Interest

The bidder should not have any Conflict of Interest that may affect selection of bidder during selection stage. The bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

3.28 Delivery and Risk Purchase

1. The time and the date of delivery of the goods and services as specified in Section V of this RFP shall be deemed to be the essence of the contract and delivery must be completed as per delivery schedule as per schedule specified at clause 4.2.3.
2. The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the goods and services as specified in Section V of this RFP at the risk and cost of Contractor after giving due notice to the vendor even before completion of the contractual delivery schedule if it becomes apparent that vendor will not be able to fulfill the contractual obligations. In case the vendor fails to complete the supply of goods and services or a portion thereof within the contractual delivery schedule, the Purchaser has the right to purchase the goods and services or a portion thereof at the risk and cost of vendor.
3. In the event of cancellation of the contract by Purchaser at the risk and cost of the vendor, the vendor shall be liable for any loss which the Purchaser may sustain on account of risk purchase but the vendor shall not be entitled to any gain on such purchase made against such default. The manner and method of such purchase shall be at the entire discretion of the Purchaser, whose decision will be final.

3.29 Fall Clause

The following fall clause will form part of the contract placed on successful Bidder:–

- a) The prices charged for services provided under this contract by the Bidder shall in no event exceed the lowest price at which the Bidder sells Services or offers to sell Services of identical description/similar buying circumstances to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract.
- b) If any time during the contract period the Bidder reduces the sale price, sells or offers to sell such Services to any person/organization including the purchaser or any department of State Govt or Central Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

3.30 Indemnification and Limitation of Liability

3.30.1 General Indemnity

Subject to Clause 3.30.2 below, the successful bidder/vendor (the "Indemnifying Party") undertakes to indemnify the Purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Agreement.

3.30.2 IPR Indemnity

If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Goods / Deliverables/ Services provided by the Indemnifying Party infringes a copyright, trade secret, patent or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the

Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) The Indemnified Party's misuse or modification of the Deliverables; (b) The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) The Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any of the Deliverables is or likely to be held as infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for the Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing.

3.30.3 Conditions for Indemnity

Without prejudice to the rights of the Purchaser in respect of indemnification for any claim:

- i. The Purchaser shall notify the vendor upon receipt of any notice of claim setting out in reasonable particulars, the details of such notice of claim;
- ii. Immediately upon receipt of notification of any claim from the Purchaser, the vendor within a period of 5 days from date of receipt of such notice from the Purchaser, notify the Purchaser whether the vendor wish to assume the defence in relation to such claim (including settlement or resolution thereof). Thereafter, the vendor shall be entitled in consultation with the Purchaser, and only to the extent such action does not in any manner compromise, prejudice or adversely affect the interests of the Purchaser, to take such action as mutually agreed upon by vendor and the Purchaser to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification;
- iii. Notwithstanding anything contained herein, the vendor and the Purchaser agree and covenant that a notice by the Purchaser to the vendor in relation to the claim as aforesaid shall amount to express acceptance and consent by the bidder to indemnify the Purchaser for all losses in relation to such claim. Upon notice by the bidder, the Purchaser shall reasonably co-operate with the vendor at the sole costs of the vendor, only to the extent the same does not in

any manner compromise, prejudice or adversely affect the rights of the Purchaser. The Purchaser shall have the right, at its option, to participate in the defence of such claim;

- iv. If the vendor fails to take any action as per the above clause within the time period as specified therein, the Purchaser shall have the right, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including without limitation, making claims or counterclaims against third parties). If the vendor does not assume control of the defence of such claims (as mentioned above), the entire defence, negotiation or settlement of such claim by the Purchaser shall be deemed to have been consented to by, and shall be binding upon, vendor as fully as though the vendor alone had assumed the defence thereof and a judgment had been entered into by the vendor, for such claim in respect of the settlement or judgment.

3.30.4 Risk Purchase

If the vendor fails to perform its obligations (or any part thereof) under this Agreement or if the Agreement is terminated by the Purchaser due to breach of any obligations of the vendor under this Agreement, the Purchaser reserves the right to procure the same or equivalent Goods / Services / Deliverables from alternative sources at the vendor's risk and responsibility. Any incremental cost borne by the Purchaser in procuring such Goods /Services/ Deliverables shall be borne by the vendor. Any such incremental cost incurred in the procurement of the such Goods /Services/ Deliverables from alternative source will be recovered from the undisputed pending due and payable Payments /Security Deposit / Bank Guarantee provided by the vendor under this Agreement and if the value of the Goods /Services/Deliverables under risk purchase exceeds the amount of Security Deposit and / or Bank Guarantee, the same may be recovered, if necessary, by due legal process.

3.30.5 Limitation of Liability

1. Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in

executing the work or in carrying out the services, the Bidder, with respect to damage caused by the Bidder to property and/ or assets of the purchaser or of any of the Purchaser's Bidders, shall not be liable to Purchaser:

- a. For any indirect or consequential loss or damage; and;
 - b. For any direct loss or damage that exceeds
 - i. The Contract Value, or
 - ii. The proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (i) or (ii) is higher.
2. This limitation of liability shall not affect the Bidder's liability, if any, for damage to Third Parties caused by the Bidder/ Bidder's Team or any person or firm/ company acting on behalf of the Bidder in executing the work or in carrying out the services.

3.30.6 Allocation of liability

The allocations of liability represent the agreed and bargained-for understanding of the parties and compensation for the Services/ Deliverables reflects such allocations.

3.31 Other obligations of Vendor

Vendor shall ensure that the software being offered as part of the contract does not contain any kind of malicious code that would activate procedures to:

- Inhibit the desired and the designed function
- Cause physical damage to the user or his equipment during the operational exploitation of the equipment
- Tap information regarding the system, network, network users and information stored on the network that is classified and/or relating to National Security, thereby contravening Official Secrets Act 1923.
- Cause any loss or corruption of data

Vendor shall be responsible for ensuring that the infrastructure provides multiple levels, layers of security against any kind of snooping, break-in and that there are no Trojans, Viruses, Worms, Spywares or any malicious software, components or shipped software developed or deployed.

3.32 Termination for Misrepresentations of facts

1. In case if any misrepresentation of fact/information, corrupt or fraudulent practices by successful bidder comes to the notice/information of UIDAI/purchaser after signing of the contract, in that case UIDAI/purchaser shall provide notice of thirty (30) days to successful bidder for providing the clarification.
2. Where issue is not resolved within 30 days of notice to successful bidder/ or if the satisfactory clarification is not rendered by successful bidder in 30 days in that case Purchaser may, without prejudice to any other remedy for breach of contract, by written notice to the successful bidder, terminate the Contract in whole or in part:
 - a) If the successful bidder, in the judgment of UIDAI/purchaser, has engaged in misrepresentation of facts/information, corrupt or fraudulent practices in competing for the bid or in executing this Contract;

OR

- b) If the successful bidder submits to UIDAI/purchaser a false statement/facts.
3. UIDAI/Purchaser may also forfeit the PBG and/or other necessary legal action.

3.33 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.

3.34 Suspension

The "Purchaser" may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder 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 Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

3.35 Intellectual Property Rights

1. The intellectual property rights to all the deliverables listed under shall remain sole and absolute property of the “Purchaser”
2. The intellectual property rights of all the tools, processes, utilities, and methodology used in the provision of Services hereunder and/or development of any deliverables hereunder which were existing with Bidder prior to this Contract shall remain property of the bidder. All new ideas, inventions, innovations, or developments conceived, developed or made by Bidder or its consultants/employees (“Software Vendor Materials”) under this contract, shall remain the property of the purchaser. Bidder grants the Purchaser a non-exclusive, non-transferable, worldwide, perpetual, irrevocable, paid up license to use the Software Vendor Materials to the extent the same have been incorporated in the deliverables or are required for the use of deliverables in terms of this Contract.

3.36 Documents Prepared by the Bidder to be the Property of the Purchaser

1. All plans, drawings, specifications, designs, reports, forms, other documents and software (including source code) submitted, developed or customized by the Bidder under this Contract shall become and remain the property of the Purchaser, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Purchaser, together with source code of the software so developed under this contract along with a detailed inventory thereof.
2. The Bidder may retain a copy of such documents, on prior permission of UIDAI, but shall not use anywhere, without taking permission, in writing, from the Purchaser and the Purchaser reserves right to grant or deny any such request. If license agreements are necessary or appropriate between

the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain the "Purchasers" prior written approval to such agreements, and the "Purchaser" shall be entitled at its discretion to require recovering the expenses related to the development of the program concerned.

4 Section IV – Contents of Bids

4.1 Prequalification

4.1.1 Proposal Submission Form

To:

The Assistant Director General (Accounts)
Unique Identification Authority of India (UIDAI),
Ministry of Electronics & Information Technology, Govt. of India (GoI), 9th Floor,
Tower I, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110001.

Dear Sir/Madam,

We, the undersigned, offer to provide services in accordance with your Request for Proposal dated _____, and our Proposal. We are hereby submitting our Proposal, which includes this Pre-Qualification Proposal, and a Technical Proposal and Financial Proposal as per e-Procurement three cover system.

We hereby declare that we are submitting our Proposal as a single bidder/ company and have not formed or intend to form or execute the contract with any other entity, sub-contractors or consortiums.

We hereby declare that all the information and statements made in this Pre-Qualification Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to initiate the Services related to the assignment not later than _____ (*Commencement date*).

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 Company:

Address:

Location: _____

Date: _____

4.1.2 Bidder's Organization and Experience

A - Bidder's Organization

[Provide here a brief description of the background and organization of your company/entity and each associate company for this assignment. Also provide a brief description on the ownership details, date and place of incorporation of the company, objectives of the company etc. Apart from this, also provide information on the Annual Turnover of the company for the last 3 financial years as required in the form below]

Organization and Financial Information

Form A 1: Details of the Organization - Bidder	
Name	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Area of expertise with respect to this project	
Contact details (name, address, phone no. and email)	

Form A 2: Financial Information – Bidder			
	FY 2016-17	FY 2015-16	FY 2014-15
Revenue (in INR Crores)			
Revenue from Skilled Manpower Services (in INR Crores)			
Other Relevant Information			

B – Bidder Company's Experience

[Using the format below, provide information on each assignment for which your company was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out 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 2 relevant completed skilled manpower for outsourcing functions in Accounting Division in any organisation, please refer clause 2.18. Also provide the details of organisation where bidder has successfully IT enabled and integrated end to end Accounting function and that of an organization has turnover of at least Rs 300 Cr. 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)
Country:	Duration of assignment (months):
Location within country:	
Name of Purchaser:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your company under the contract (in INR):
Annual Turnover/Budget of the Purchaser:	
Start date (month/year):	No. of professional staff-months provided by associated Bidders:
Completion date (month/year):	

Name of senior professional staff of your company involved & functions performed (indicate most significant profiles such as Project Director/Coordinator):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Company's Name: _____

4.2 Technical Bid

4.2.1 Bid Particulars

A - Bidder's Organization

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

B – Bidder Company's Experience – Skilled Manpower for Finance, Accounts and Audit related functions

[Using the format below, provide information on each assignment for which your company was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out 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. 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 values :)
Country:	Duration of assignment (months):
Location within country:	
Name of Purchaser:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your company under the contract (in INR):
Annual Turnover/Budget of the Purchaser:	

Start date (month/year):	No. of professional staff-months provided by associated Bidders:
Completion date (month/year):	
Name of senior professional staff of your company involved and functions performed (indicate most significant profiles):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Company's Name: _____

4.2.2 Technical Bid Letter

To

**The Assistant Director General (Accounts)
Unique Identification Authority of India (UIDAI)
Tower I, 9th Floor,
Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001.**

Ref : Bid No. _____

Sir,

We declare:

- (i) That we are service providers of -----

 - (ii) That we are equipped with adequate machinery for production quality control and testing of offered products manufactured/developed and used by us and that our development establishment is open for inspection by the representatives of the Unique Identification Authority of India.
2. We hereby offer to supply the Goods/Services at the cost mentioned in commercial bid
 3. **PERIOD OF DELIVERY**
We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the Schedule to the Bid Document as given in **Annexure 4.2.3** and that we shall perform all the incidental services.
 4. **TERMS OF DELIVERY**
The prices quoted are inclusive of all charges including installation, wherever required.
 5. We enclose herewith the complete **Technical Bid** as required by you. This includes duly filled and signed **Section IV**.

6. We agree to abide by our offer for a period of **180 days** from the date of opening of the technical bids.
7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to services as per these terms and conditions of the bid document.
8. Certified that the bidder is :
 - a) The Constituted attorney of the company and the person signing the bids is the constituted attorney of the Company.

OR

- b) The Principal Officer or his duly Authorized Representative of the Company, and he has the authority to refer to arbitration disputes concerning the business of the Company by virtue of the general power of attorney.
(**NOTE:** Delete whatever is not applicable.)
9. Bid Security (**Earnest Money**), in original, for an amount equal to **Rs.**
_____ **(Rupees** _____
only) /Bid Securing Declaration is enclosed in the Cover containing **Pre-Qualifying and Technical Bid.**
10. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.

Dated this day of 2017

Signature & seal of the bidder

Name :

Full Address :

Telephone No :

Fax No :

Details of enclosures:

1.

4.2.3 Delivery Schedule

Sl No	Activity	Deliverable	Timeline for completion* (Time in Months)
Phase I – Installation			
1.	Project Initiation		To (To is the date of commencement of contract)
2.	Availability of Project Manager and two Experts		To+15 days
3.	Availability of Opening Balance Assessment Report	Opening Balance Assessment Report	To+105 days
4.	Submission of LLD	LLD	To+ 2 months
5.	Development Completion		To+ 7 months
6.	Application Go Live	Source Code	To+ 9 months
7.	Maintenance of Systems		Entire duration of Contract
8.	Reporting of 50% of manpower		To+30 days
9.	Reporting of all manpower		To+45 days

* The timeline mentioned for Acceptance by purchaser is tentative. This may increase or decrease for which UIDAI shall not be responsible for any cost if incurred by vendor on this account.

Signature of Bidder

Date

Place

4.2.4 Brief profile of members of initial team proposed for execution of contract

The brief profile of manpower proposed to be part of initial team providing services covered under the Scope of Work of this RFP shall be structured as under:

Location	Role	Educational Qualification	Year of experience	Nature of experience	Current and previous organisations where worked
UIDAI HQ, New Delhi	Project Manager				
	Expert 1 for opening balance estimation				
	Expert 2 for opening balance estimation				
	Minimum 6 rows for each resource to be deployed at UIDAI HQ				Not applicable
UIDAI, ROs	Minimum two resource for each resource at Bengaluru and one each at Chandigarh, Delhi, Lucknow, Ranchi, Guwahati, Mumbai and Hyderabad				Not applicable

Detailed CV of Project Manager and two Experts to be deployed for preparation of statement of opening balance of assets of the UIDAI as at 01 April 2017 shall be included as the part of the proposal.

4.3 Commercial Bid

4.3.1 Commercial Bid Letter

To:

The Assistant Director General (Accounts)
Unique Identification Authority of India (UIDAI),
Ministry of Electronics & Information Technology, Govt. of India (GoI), 9th Floor,
Tower I, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110001.

Dear Sir/Madam,

We, the undersigned, offer to provide **services** in accordance with your Request for Proposal dated _____, and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal as per packets mentioned through CPP Portal.

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.

We undertake, if our Proposal is accepted, to initiate _____ related to the assignment not later than the date _____.

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Address: _____

Location: _____

Date:

4.3.2 Costs Of Goods / Services Offered

Annexure 4.3.2

(This form shall be used for arriving at the lump-sum of the contract. The form shall include the staff-rates for ALL the resources proposed to be deployed during the entire duration of the project and IT system that will be deployed and use. As the number of resources will be decreased after implementation if IT solution, hence the lump sum cost is to be provisioned.)

Sl. No.	Item Description	Year 1 Cost Rs	Year 2 Cost Rs	Year 3 Cost Rs	Taxes in %	Total Amount for period of Contract i.e. 3 years (excl. taxes) Rs	Total Amount for period of contract i.e. 3 years(Incl. Taxes) Rs
1	Manpower Cost						
1.01	Cost of two Experts for preparation of opening balance statement (Bidder shall quote only for 3 months engagement of two experts during the first year)		XX	XX			
1.02	Cost of Project Manager						
1.03	Total Other Manpower Cost (to be calculated as per yearly required number of manpower)						
2	IT Application Cost						
2.01	IT Application Development		XX	XX			
2.02	Operations and Maintenance Cost	XX					
	GRAND TOTAL (Total of 1 & 2)						

5 Section V – Scope of Work

5.1 Introduction

1. This RFP aims to identify and engage an agency to outsource accounting functions at the Headquarter and Regional Offices of UIDAI.
2. The Unique Identification Authority of India (UIDAI) was created by the Government of India as an as an attached office under erstwhile Planning Commission. Subsequently, vide gazette notification dated 12th July 2016, Govt. of India established, the Unique Identification Authority of India as a statutory body under the Ministry of Electronics and IT, to exercise the powers conferred on, and to perform the functions assigned to it under the Aadhaar Act 2016
3. The head office of the Authority is in New Delhi with eight regional offices at Bengaluru, Hyderabad, Lucknow, Guwahati, New Delhi, Ranchi, Mumbai and Chandigarh and offices for Central Identities Data Repository operations at Bengaluru and Manesar.
4. The Finance & Accounts Division (FD) of the UIDAI is headed by the Deputy Director General (Finance) who is Financial Advisor in UIDAI. The function of the Division includes screening of proposals involving financial implications, rendering concurrence and advice on financial matters, preparation of budget, expenditure and cash management, drawing and disbursement of funds, releasing payments to staff and vendors, book keeping and preparation of accounts, internal audit etc. The details are available on UIDAI's website.
5. The average annual budget of UIDAI is in the range of Rs 1,500 crore. It is further estimated that number of financial transactions at Headquarters is 5,000 per annum whereas at each RO estimated number of transactions will be 1000 per annum. More than 90% of the total expenditure of UIDAI takes place at Headquarters.
6. At present UIDAI receives funds mainly from the Central Government in the form of Grants. Additionally, periodic fees from the agencies using Aadhaar services and miscellaneous receipts such as tender fees, penalties, security

deposits etc. also form the part of UIDAI's receipt. However, in future the Authority may decide to levy transaction based user charges from the Agencies using Aadhaar related services. The payments are released from UIDAI's Account mainly to staff towards salary and other entitlements, other government agencies as grants/assistance and vendors towards supplies and services provided by them. Since the UIDAI has generally adopted outcome based outsourced model, the majority of payments go to vendors.

5.2 Scope of Work: Manpower Service

5.2.1 General

1. The scope of work for Agency includes providing skilled resources for carrying out day to day activities relating to various types of payments made from the account of UIDAI and receipts to UIDAI.
2. The successful bidder shall also refine the workflows in consultation with UIDAI to achieve IT enablement of every task covered under the scope of this RFP.. The processes need to be IT enabled to decrease the time taken in processing and to avoid multiple entries which are required during any transaction.
3. **The requirement of manpower to carry out tasks mentioned in this scope of work shall be assessed by the vendor.** However, the UIDAI shall insist on providing a minimum number of resources during the period of contract, which would be as under:
 - a. A Project Manager during the entire duration of the contract;
 - b. Two experts for a period of three months for determination of opening balance of Assets and Liabilities of UIDAI as at 01 April 2017 and other such reports required for migration into commercial accounting systems.
 - c. 15 resources during the first year of the contract; of which 06 at UIDAI Headquarter, 02 at Bengaluru and 01 at each of the remaining Regional Offices.
 - d. 04 resources during second, third and subsequent years of contract, if any. However, the decrease in number of resources during second year

onwards would be contingent on successful implementation of IT enabled system prescribed under this scope of work.

4. The cost of requirement of manpower, in addition to those stipulated as minimum required, for performing obligations specified in this scope of work shall be borne entirely by the vendor and without charging any extra cost to the Purchaser.
5. The manpower provided by the vendor under this contract shall be used specifically for the accounting functions as specified in this scope of work. The vendor shall subsume the cost of resources required for development and operation & maintenance of IT system under their respective costs.
6. No additional cost shall be charged by the vendor falling under the scope of this RFP, but cost of which are not directly covered under the Bill of Quantities/ Commercial Bid.

5.2.2 Qualification of resources

The minimum educational qualification and experience of the resources to be provided under this RFP shall be as under:

- a. **Project Manager:** Chartered Accountant (CA) or Cost & Management Accountant (CMA/ICWAI) with at least five year post qualification experience in accounts and audit related functions.
- b. **Experts:** Chartered Accountant (CA) or Cost & Management Accountant (CMA/ICWAI) or MBA (Finance) with at least two year post qualification experience in accounts and audit related functions.
- c. **Other resources:** Graduation, preferably in commerce stream, with at least one year post qualification experience in accounts and audit related functions.

5.2.3 Accounting Work at HQ and ROs

- 1) Pre-check of proposals received for payments and receipts and preparation of bills/vouchers. This generally involves checking the authority for payment, i.e. availability of requisite administrative approvals and financial sanctions, budget classification and availability, availability of

valid purchase order/contract and invoice where required, checking TDS requirements and their correctness, calculation check and any other checks as prescribed. The release order, after satisfying these requirements, is prepared by various Functional Divisions of UIDAI. The Accounts section only checks their compliance and correctness and prepares payment bill accordingly. Presently these checks are carried out manually on hard copies at Accounts unit of UIDAI Headquarter and Regional Offices. These records are to be retained as per the requirement stipulated in the Rule 320 of the General Financial Rules, 2017. The vendor would initially be required to carry out manual checks, develop Standard Operating Procedures and develop IT enabled system for carrying out pre-check activities based on SOP.

- 2) Day to day posting of entries relating to receipts and payments on Accounting software and periodic extraction/reporting of books and accounts. UIDAI is presently using the following software/portals for managing its accounts related functions:
 - i. CompDDO for disbursal of salary, other allowances and other types of payments like medical reimbursement, contingency payments, TA / LTC Payments etc. (description may be seen at <http://acid.nic.in/prods.asp#cddo>).
 - ii. Tally ERP for generating vouchers (receipt and payment) and journals.
 - iii. Besides, Public Financial management System (PFMS) is to be used for releasing all payments and expenditure monitoring (description may be seen at <https://pfms.nic.in>).
- 3) Maintenance of Books of Accounts (Vouchers, Receipts, Bill Register, Cash/Bank Book, Ledgers, Deposit Register, EMD/PBG Registers, Expenditure Control Registers, Asset Registers and other subsidiary books etc) as per statutory requirements. Presently these books of accounts and multiple records are maintained manually. The vendor would initially be required to continue maintaining these records manually, rationalize the number and type of records required to be maintained for ensuring all

types of compliance and effective internal controls and develop IT enabled system for generation and maintenance of records.

- 4) Preparation of Trial Balance, Income and Expenditure Account, Balance Sheet, Cash Flow Statement, Receipt and Payment Account etc. as per statutory and functional requirements. The Account of UIDAI till 2016-17 was maintained by the Office of the Chief Controller of Accounts, Ministry of Electronics & IT. Since 2017-18, UIDAI is required to maintain commercial accounts comprising Balance Sheet, Income and Expenditure Account and Receipt and Payment Account. These Accounts (consolidated accounts for UIDAI Headquarter and Regional Offices) are to be maintained annually. However, Receipts & Payment Accounts and Trial Balance (standalone as well as consolidated accounts for UIDAI Headquarter and Regional Offices) are to be prepared monthly.
- 5) Reconciliation of accounts with bank statements and PFMS statements. UIDAI is presently maintaining two bank accounts at Headquarter, one for receiving grant-in-aid from the Central Government and making payments and the other for receiving license fee, other levies, user charges and other receipts. Each Regional Office maintains its own bank account. However, number of bank accounts may increase as per the requirement of the Authority. Any other reconciliation required for compliance purposes or maintaining desired level of internal controls shall also be carried out.
- 6) Estimation for budgetary requirements for which a form has to be created through which various Functional Wings and Regional Offices could submit their budget requirements, which could be centrally collated and consolidated automatically.
- 7) Perform yearly account closing procedures as per statutory requirements.
- 8) Preparation of Opening Balance Statement **(One time activity)**
 - i. Determination of Opening Balance Statement of all assets and liabilities of UIDAI as at 01.04.2017
 - ii. Preparation of details, including calculation of depreciation on fixed assets, determination of book value and recasting the centralized Asset Register. The assets of UIDAI are located at its two Data

Centres at Manesar and Bengaluru, its Regional Offices and Headquarter. One-time physical verification of assets shall also be carried out.

iii. Updation of fixed asset register for a period up to 31.03.2018.

9) Ensuring all types of tax compliance and preparation of tax returns such as:

i. Preparation of periodic returns and challans for TDS of Income Tax.

ii. Preparation of periodic returns and challans for TDS of GST.

iii. Submission of periodic and annual statement for Income Tax and GST.

iv. Adjustment/claim of tax credits.

v. Preparation of Form 16/16A of employees/vendors.

10) Comprehensive MIS reports as per day to day requirements from the existing financial systems at respective locations

11) Others:

i. Generation and Submission of CA certified Annual Account Closing reports

ii. Assistance in audit.

iii. Any other works pertaining to Finance and Accounts

iv. Adherence to the govt rules and instructions at every level of checking

v. GST related works , report, advice and implementation

vi. Integration with bank for payments

vii. Cheque and other document handling with banks at its own cost and transportation

5.2.4 Bidder's Personnel

The Bidder shall employ and provide qualified and experienced Personnel as are required to carry out the Services as detailed in the Scope of Work.

5.2.4.1 Description of Personnel

- a) The title, job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Bidder's personnel are as per the Bidder's proposal to provide the services.
- b) The bidder must provide sufficient number of key personnel to maintain the services delivered and do the necessary ramp up that may be required during the contract duration.
- c) The bidder must always provide such minimum number of personnel as stipulated under Schedule of Requirement, Scope of Work.
- d) Any request for addition of resource shall be met in 45 days. Similarly, 45 days notice will be given for decrease in number of resources or replacement of a resource.

5.2.4.2 Approval of Personnel

In respect of personnel which the Bidder proposes to use for carrying out of the services, the Bidder shall furnish necessary details and also the tentative engagement plan at the time of signing the contract.

The Bidder shall obtain the Purchaser's prior approval in writing before any change or addition to the Personnel listed as mentioned by bidder after the signing of contract.

5.2.4.3 Removal and/or Replacement of Personnel

- a) If, for any reason beyond the reasonable control of the Bidder, any separation of resource from the Bidding firm, retirement, death, medical incapacity, among others, where it becomes necessary to replace any of the Personnel, the Bidder shall provide a replacement of the resource of equivalent or better qualifications.
- b) If the Purchaser 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 Bidder shall, at the Purchaser's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Purchaser. Any of the Personnel provided as a replacement under Clauses (a) and (b) above the Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

In the event of any request from the Purchaser to replace a resource on reasonable ground of non-performance or otherwise, the successful Bidder would be required to deploy a replacement of the resource within 30 days from receipt of written/email request from UIDAI. Bidder shall also ensure that in case of replacement of any Personnel, knowledge transfer and its documentation is undertaken. There shall be a 15 days overlapping period for such knowledge transfer activity.

5.2.4.4 Timely performance of tasks

- a. In case all tasks as per the scope of the RFP are not completed in schedule as defined as part of SLAs, additional resources shall be provisioned by the successful bidder without any additional cost.
- b. UIDAI may ask for additional number of resources as per rates mentioned in commercial bid in case of any increase of work or scope is there. It may also decrease the number of resources as per the requirements and the monthly payments will be adjusted accordingly.
- c. In case of attrition of any of the resources, bidder will provide replacement and knowledge transfer at their own cost.
- d. Successful bidder shall submit quarterly resource plan 15 days before commencement of each quarter for a quarter and to be approved by UIDAI. SLA performance relating to availability of resources shall be evaluated viz-a-viz quarterly resource plan.
- e. Attendance of resources will be considered as per UIDAI guidelines.

5.3 Scope of Work: IT Application and Automation

1. The payment and accounting processes need to be IT enabled to decrease the time taken in processing and multiple entries which are required during any transaction.
2. The agency shall refine work flows in consultation with UIDAI to enable IT enablement of every task.
3. The scope of work for the Agency for the project is broadly segregated under the following:
 - Application software development and implementation for IT enablement/automation of all budget and accounting related tasks at UIDAI Headquarter and Regional Offices
 - Operation and Maintenance of the system
 - Training of Employees

5.3.1 Finance and Accounting Application

- 1) Bidder needs to implement web enabled application which shall be based on open source platform to manage various functions and deliverables expected as mentioned in Scope of Work, Section V so that processes can be automated to the maximum possible. It can be implemented in phases within 09 month duration after start of contract and thereafter at least 3 months of pilot shall be run wherein all the operations will be done both in system and manual mode. It shall include all the areas in a **division** that are covered in scope of work such as but not limited to
 - a) General Accounting
 - b) Expense Accounting
 - c) Receipt Accounting
 - d) Bank Accounting
 - e) Payroll Management
 - f) Automated reconciliation with bank and other entities

- g) Automated generation of release order, bills and voucher generation
- h) Automated checks and calculation at all stages
- i) Electronic generation of all type of registers and records required to be maintained by Accounts Division
- j) MIS Reporting

However, functionalities of existing application such as Tally, CompDDO etc may not be replicated and they will continue to be updated in regular mode.

- 2) The cost of development of application to be provided on consolidated basis.
- 3) The cost of application operation and maintenance including manpower to maintain the same to be provided on yearly basis.

5.3.2 Functionality of Application

1. The proposed system must be service oriented as its fundamental design principle. This is to facilitate scalability and rearrangement of modular functionality to easily adapt to the existing processes. This would also enable change of functionality in specific modules/ services if required, without impacting other service components.
2. The architecture of the chosen solution must employ a fault tolerant design with enough redundancy to prevent data loss due to hardware failures or network outages. The detailed design and working of the system on component level must be submitted as part of technical bid.
3. The application shall be based on open source platform with the source code available to UIDAI for its use and modification without any fee. The application and source code developed will be the property of UIDAI.
4. The maintenance and upgradation of software and IT solution provided by the bidder as a part of deliverables shall be carried out by the bidder without any additional cost.
5. All the bill, receipts etc shall be entered into application by employee/user and then it will go in approval process through application only. After necessary approvals, payments shall be released in bank account through integration of

application with the bank. The complete process will be automated except seeking approval of competent authority at various level through application itself.

6. All the entries are to be made in accounting system as well i.e Tally.
7. The application shall also synchronise Tally on daily basis with CompDDO and PFMS as well. The functionalities of these applications may not be replicated and these applications shall be used as per current usage,
8. Any process require before raising of request in application and after amount is released will not be covered under the scope of application.

5.3.3 Hardware provisioning

All IT hardware required by the bidder for its application shall be proposed by the bidder in its technical solution as same will be provisioned by the UIDAI. No proprietary hardware shall be proposed by the bidder.

5.3.4 Information Security and Data Privacy

1. The successful bidder shall ensure that the application is secure in every aspect. The appropriate safeguards within the hosting environment should include the use of encryption software and unique passwords and IDs to protect data's confidentiality, integrity, and availability
2. The successful bidder is expected to adhere to Information Security Management procedures as per acceptable standards with best practices
3. The successful bidder shall also be responsible for documenting all device configurations such as firewall, routers, etc.
4. The Supplier shall be responsible for ensuring overall information security of the system, including but not limited to:
 - Web Portal
 - Application software
 - System Software
 - Support Software
 - Data
 - Information, etc.

5. The successful bidder shall be responsible for the regular update of the security policy as formulated during project duration.
6. The successful bidder is responsible for implementing measures to ensure complete security of the system (including its entire environment) and confidentiality of the related data, in conformity with the security policy of the system (framed by the successful bidder in consultation with UIDAI).
7. The successful bidder shall be responsible for guarding the Systems against virus, malware, spyware and spam infections using the latest Antivirus corporate/Enterprise edition suites which include anti-malware, anti-spyware and anti-spam solution for the entire solution deployment.
8. The successful bidder shall take into consideration the usability of the existing ICT infrastructure available in each of the locations.

5.3.5 Data Migration

1. The successful bidder shall prepare a strategy for data migration and digitization if required after discussion with UIDAI and get the same approved by UIDAI. Currently, all F&A data is in Tally, COMP DDO, Excel files and registers.
2. The successful bidder shall be required to perform a digitization and 100% migration of data without any data loss from FY 17-18.
3. It is the responsibility of the successful bidder to identify the quantum of data which needs to be digitized / migrated.
4. The successful bidder shall conduct integration testing of the entire system once before data migration and once after data migration & subsequently before Go-Live.
5. During the Data Quality Assessment and review by Purchaser or any external agency, any corrections required shall be identified in the data digitized by the successful bidder, and the successful bidder shall correct and re-submit the data.
6. Supplier should prepare and submit report on Data Migration and Digitization.

5.3.6 Configuration and Version Control

- i. With the objective of keeping track of the version updates in the application, bidder shall adhere to the configuration management process defined in consultation with the UIDAI.

- ii. The bidder shall ensure that a copy of the production environment is backed up and stored in the repository before the components are copied from Release (Staging) environment to Production.
- iii. The successful bidder shall follow configuration management procedure for maintaining proper versions of the Application source code, application executables, and application configuration files, test suite, deployment scripts, and any code/files that need to be versioned, etc.
- iv. After making application ready for Go Live, vendor shall get the application tested for security, functionality, redundancy etc at its own cost from reputed independent auditor. Report shall be submitted to UIDAI before claiming payment mentioned in clause 3.8.1.
- v. UIDAI reserves the right to conduct audit of application on any parameter at any point of time during the currency of the contract. Vendor shall rectify the deviations/issues found.

5.3.7 Detailed Rollout Plan

Successful bidder shall provide detailed rollout plan of application along with manpower deployment within 1 month of signing of the contract. It is to be ensured by bidder that all the tasks and processes has to be completed in time bound manner and its responsibility of bidder to provision to manpower accordingly even after Go Live of IT enabled system.

5.4 Services

5.4.1 Service Levels

1. Finance and Accounts Division is the core department of this organisation. Hence, it shall be the bidder's responsibility to ensure availability of required resources during the entire duration of project. All tasks and timelines will be agreed as per UIDAI requirements and agreed upon within 1 month of signing of the contract.
2. If the vendor fails to meet the Service Levels within the Target time limit(s) as specified, the Purchaser shall without prejudice to its other remedies under the Contract, deduct the amount from the Contract value, as liquidated damages.
3. In general, the number of hours working in day shall be 8 hrs 30 minutes and number of working days in a week shall be 5 days.

4. The resources can avail holidays as per UIDAI's list of holidays.
5. As and when necessary based on release criticality, it is expected that resources deployed will work extra hours including weekdays or weekend in case of emergency like financial year closure etc. without any additional payment.
6. The resources may avail up to a maximum of 4 days of leave in one quarter subject to cap of 12 days in a period of 12 months starting from the date of commencement of services. However, the resources shall take prior permission from Purchaser for availing any leave.
7. The travelling and hotel expenses of resources deployed under this contract for official tours carried out on the instruction of the Purchaser shall be borne by the Purchaser as per its own norms.
8. The overall liquidated damages will be maximum of 10% of the Contract Value
9. SLA that is applicable during the contract period is as under:

A. Timely submission of reports as per agreed schedule

- a) Within 2 Working days as per schedule – No penalty
- b) For every day after 2 working day – Rs 500 per day per report

B. Delay in completion of tasks/entries in system

- a) Within 1 Working day as per schedule – No penalty
- b) For every day after 1 working day – Rs 100 per delay per day

C. Delay in completion of Opening Balance Report

- a) Within 3 months – No penalty
- b) After 3 months – Rs 1,000 per day delay beyond 3 months for first 15 days of delay and Rs. 2000 per day delay thereafter

D. Rs 4,000 per day per resource will be levied for any absence or non availability of resource committed in the Quarterly Deployment Plan beyond days mentioned in Clause 8 below.

Additional Rs 2,000 per day will be levied for any absence beyond days mentioned in Clause 8 below or non availability of Project Manager. UIDAI may consider termination of contract in case Project Manager is not available within 30 days.

For any delay in initial on boarding of resources viz-a-viz those specified in clause 4.2.3 (Delivery Schedule), above mentioned non-available resource wise penalty will be applicable till joining of resources.

E. Non implementation of web based IT enabled system within 09 months of signing of the contract

a) Within 09 months – No penalty

b) For every week or part thereof after 09 months – 2% of the cost of IT Application Development

c) After 12 months –UIDAI may consider termination of contract

F. Non-resolution of any issue in IT enabled automated system (this SLA shall operate after successful completion of three months' pilot phase operation of IT enabled automated system of accounting

a) Within two working day of reporting of the issue – No penalty

b) For each day of delay – Rs. 1000 per day

G. Incorrect calculation while preparing bills/vouchers – Rs. 200 on each occasion.

H. Incorrect posting of paid vouchers in accounting books – Rs. 200 on each occasion

6 SECTION VI – Appendix

6.1 Appendix A– Contract

CONTRACT

THIS AGREEMENT made this _____ day of _____ between CEO, Unique Identification Authority of India (hereinafter referred to as “**the Purchaser**”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns of the FIRST PART and _____ having its Office at _____ (hereinafter referred to as “**the Vendor**”) which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators and Legal Representatives of the SECOND PART.

WHEREAS Purchaser is desirous of entering into a contract for _____ with the Vendor, and has accepted to pay to the Vendor the contract amount for provisioning of those goods & related Services at a total value not exceeding (**Rupees**) (Hereinafter referred to as "the Contract Value").

AND WHEREAS the Vendor has agreed to provide Goods and Services as listed in Bid Document No _____, as per the rate(s) given in the table below mentioned hereinafter.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

A. Bid Document No _____ regarding _____ including

(i)	Invitation to Bid	Section I
(ii)	Instruction to Bidders	Section II
(iii)	General Conditions of Contract	Section III
(iv)	Contents of bid	Section IV
(v)	Scope of Work	Section V
(vi)	Appendix	Section VI

B. Clarifications issued by the Purchaser and successful bidder.

C. Pre-Qualification, Technical and Commercial proposals submitted by the Vendor.

D. Order No._____ dated _____ placed on the Vendor.

E. Acceptance of the order vide No._____ dated _____ by the Vendor.

3. In consideration of the payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Purchaser to provide the goods and services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.
4. The Purchaser hereby covenants to pay the Vendor in consideration of the provision of the Goods and Services as listed in Table below and the remedying of defects therein , the Contract Value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. TOTAL CONTRACT VALUE:(Rupees)

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

**Signed, sealed and delivered for &
on behalf of M/s**

**Signed, sealed and delivered for
and on behalf of the CEO, Unique
Identification Authority of India**

Signature	-----	Signature	-----
Name	-----	Name	-----
Designation	_____	Designation	_____
Address	-----	Address	-----
Date	-----	Date	-----
Place	: New Delhi	Place	New Delhi

In the presence of:

In the presence of:

Signature	-----	Signature	-----
Name	-----	Name	-----
Designation	_____	Designation	_____
Date	-----	Date	-----
Place	: New Delhi	Place	New Delhi

6.2 Appendix B – Performance Bank Guarantee

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

Ref : _____ Date _____

Bank Guarantee No. _____

To

**The Assistant Director General (Accounts)
Unique Identification Authority of India (UIDAI),
Tower I, 9th Floor,
Jeevan Bharati Building,
Connaught Place,
New Delhi – 110001.**

1. Against contract vide Advance Acceptance of the Bid No. _____ dated _____ covering _____ (hereinafter called the said “Contract”) entered between the Unique Identification Authority of India (UIDAI) (hereinafter called the “Purchaser”) and _____ (hereinafter called the “Vendor”) this is to certify that at the request of the Vendor we _____ Bank Ltd., are holding in trust in favor of the Purchaser, the amount of _____ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Vendor of any of the Terms and Conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any

breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Vendor and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.

- 2.** We _____ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Vendor i.e. till _____ (viz the date up to _____ years and _____ months after the date of successful commissioning and acceptance of the system by the Purchaser) hereinafter called the said date and that if any claim accrues or arises against us _____ Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us _____ Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us _____ Bank Ltd., by the Purchaser before the said date. Payment under this letter of Guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.
- 3.** It is fully understood that this guarantee is effective from the date of the said contract and that we _____ Bank Ltd. Undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
- 4.** We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Vendor in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.

5. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Vendor shall have no claim against us for making such payment.

6. We _____ bank Ltd., further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Vendor from time to time or to postpone for any time from time to time any of the powers exercisable by the Purchaser against the said Vendor and to forbear or enforce any of the terms and conditions relating to the said contract and we, _____ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Vendor or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties would, but for this provision have the effect of so releasing us from our liability under this guarantee.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor.

Date _____

Place _____

Signature _____

Witness _____

Printed Name _____

(Bank's common seal)

6.3 Appendix C – Bid Security /Earnest Money Deposit Form

BID SECURITY FORM

Whereas _____ (hereinafter called “the Bidder”) has submitted its bids dated _____ for _____ (hereinafter called “the Bid”).

KNOW ALL MEN by these presents that WE _____ of _____ having our registered office at _____ (hereinafter called “the Bank”) are bound unto the **CEO, Unique Identification Authority of India (UIDAI)** (hereinafter called “the UIDAI”) in the sum of _____ for which payment well and truly to be made to the said UIDAI, the Bank binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are:

1. If the Bidder, having its bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the UIDAI during the period of bid validity
 - a. If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - b. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
 - c. During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

We undertake to pay to the UIDAI up to the above amount upon receipt of its first written demand, without the UIDAI having to substantiate its demand, provided that in its demand the UIDAI will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Sealed with common seal of the said Bank this _____ day of
_____ 2017

(Authorized Signatory of the Bank)

6.4 Appendix D – Bid Securing Declaration Form

Bid Securing Declaration Form

Date:

Bid No.:

To

**The Assistant Director General (Accounts),
Unique Identification Authority of India (UIDAI),
Tower I, 9th Floor,
Jeevan Bharati Building,
Connaught Place,
New Delhi – 110001.**

We, the undersigned, declare that:

We , M/s.....(herein referred as vendor) understand that, according to bid clause No. 2.3, bids may be supported with a Bid Securing Declaration, therefore rather than submitting the **Bid Security /Earnest Money Deposit Form as attached at clause 6.3 (appendix ‘C’) of the RFP**, we render the declaration that:-

We will automatically be suspended from being eligible for bidding in any contract with the Unique Identification Authority of India (herein referred as Purchaser) for the period of *3 years*, starting on bid submission closing date, if we are in breach of any of the following obligation(s) under the bid conditions:-

- a. If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- b. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution

- of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
- c. During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

We understand that this declaration shall expire if we are not the successful Bidder and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

Name : _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

6.5 Appendix E - Non-Disclosure Agreement

(To be provided on Non-judicial stamp paper of Rs.100/-)

WHEREAS, _____ we _____ the _____ undersigned _____ Bidder, _____, having our principal place of business/ registered office at _____, are desirous of bidding for Bid No..... covering “ _____ ” (hereinafter called the said 'RFP') to the CEO, Unique Identification Authority of India, having its office at 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001, hereinafter referred to as 'Purchaser' and, WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE,

in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Bidder of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Declaration ("Confidential Information") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans,

strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder.

2. Confidential Information does not include information which:

- a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- b. information in the public domain as a matter of law;
- c. is obtained by the Bidder from a third party without any obligation of confidentiality;
- d. the Bidder is required to disclose by order of a competent court or regulatory authority;
- e. is released from confidentiality with the written consent of the Purchaser.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c. to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis,

to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and

- d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall ensure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.

6. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder

shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

7. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorised Signatory Office Seal:

Name: Place:

Designation:

Date :