

ONLINE BID DOCUMENT

**Request for Empanelment of Certification Agencies for certifying
KUAs/AUAs/Sub-AUAs Authentication and e-KYC applications**

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA,
MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY (MeitY),
GOVERNMENT OF INDIA,
NEW DELHI**

Table of Contents

Section I- Invitation to Empanelment	5
1.1 Invitation	5
1.2 Schedule for Invitation to Bid	7
1.2.1 Important Dates	7
1.3 Check list	7
1.3.1 Check List of Eligibility Criteria documents/supporting documents to be uploaded in the Technical Bid	8
1.3.2 Check List of Annexe / Appendix to be uploaded in Technical Bid	10
1.3.3 Check List of Annexe / Appendix to be uploaded in the Commercial Bid	10
1.4 Procedure for Submission of Online Bids on CPP Portal	10
1.4.1 Registration	10
1.4.2 Searching for tender documents	11
1.4.3 Preparation of bids	11
1.4.4 Submission of bids	12
1.4.5 Assistance to bidders	13
Section II- Introduction	14
Background	14
Authentication	14
Authentication User Agency (AUA)	16
Authentication Service Agency (ASA)	17
SECTION III- Instruction to Bidders	19
3.1. Procedure for Online Submission of Bids	19
3.2. Cost of Bid Document	19
3.3. Clarification of Bid Document	20
3.4. Amendment to the Bid Document	20
3.5. Language of Bids	20
3.6. Documents Comprising the Bids	20
3.7. Bidder Qualification	21
3.8. Bid Security	22
3.9. Period of Validity of Bids	22
3.10. Format and Signing of Bid	22
3.11. Revelation of Prices	23
3.12. Terms and Conditions of Bidders	23
3.13. Local Conditions	23
3.14. Headings	23

3.15.	Conditions for Bidders	23
3.16.	Last Date for Receipt of Bids	23
3.17.	Late Bids	24
3.18.	Address for Correspondence	24
3.19.	Opening of Bids by UIDAI	24
3.20.	Clarification	24
3.21.	Preliminary Examination	24
3.22.	Contacting the UIDAI	24
3.23.	Post Qualification	25
3.24.	Criteria for Evaluation of Bids	25
3.25.	UIDAI's Right to Vary Scope of Contract at the time of Award	30
3.26.	UIDAI's Right to Accept Any Bid and to Reject Any or All Bids	30
3.27.	Signing of Contract	31
3.28.	Performance Bank Guarantee (PBG)	31
3.29.	Confidentiality of the Document	31
3.30.	Rejection Criteria	31
<hr/>		
Section IV–Scope of Work		33
<hr/>		
4.1.	Objective	33
4.2.	Assessment/Certification Methodology	33
4.3.	Overview of Scope	33
4.4.	Empanelment Profiles	34
4.4.1.	Technical Qualifications	34
4.5.	Minimum Required Profiles for Assessment Teams:	34
<hr/>		
Section V – Terms and Conditions of Empanelment		35
<hr/>		
5.1.	Post Empanelment Process	35
5.2.	Terms and Conditions	35
<hr/>		
Section VI – ANNEXURES		37
<hr/>		
Technical Bid		37
6.1.	BID PARTICULARS (Annex 6.1)	37
6.2.	TECHNICAL BID LETTER (Annex 6.2)	38
6.3.	DECLARATION FOR THE SERVICES OFFERED (Annex 6.3)	40
6.4.	STATEMENT OF DEVIATIONS FROM THE TERMS AND CONDITIONS (Annex 6.4)	41
6.5.	BIDDERS' OVERALL EXPERIENCE AND ORGANISATIONAL STRENGTH (Annex 6.5)	42
6.6.	BIDDERS' OVERALL EXPERIENCE IN Conducting Application Security Assessment for IT PROJECTS (Annex 6.6)	43
6.7.	BIDDERS' APPROACH AND METHODOLOGY (Annex 6.7)	44
6.8.	QUALIFICATION AND COMPETENCE OF PROFESSIONAL STAFF (Annex 6.8)	45

COMMERCIAL BID	46
6.9. BID PARTICULARS (Annex 6.9)	46
6.10. Commercial Bid Letter (Annex 6.10)	47
6.11. Cost of Services (Per Certification) (in the form of BOQ_AUDIT.xls) (Annexure 6.11)	49
Bidder Profile Appendix A	50
BID SECURITY FORM Appendix B	51
Non-Disclosure Declaration Appendix C	52
Contract Form Appendix D	55
Appendix D	58

Section I- Invitation to Empanelment

1.1 Invitation

This invitation to bid is for “**Request for Empanelment of Certification Agencies for certifying KUAs/AUAs/Sub-AUAs Authentication and e-KYC applications**”.

a) 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. Offers prepared in accordance with the procedures enumerated in **Clause 1.2 TO Clause 1.4** should be submitted online only 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**. Tenderers/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.

b) 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 tampered /modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.

c) 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.

d) The Hard Copy of original instruments in respect of cost of tender document, earnest money and original copy of affidavits must be delivered to the address as mentioned in the Clause 1.2 on or before last date of submission of bids as mentioned in Important Dates section. The **Bidder is required to pay Rs.500/- (Rupees Five Hundred Only) towards Bid Document Fee**, at the time of submission of Bids, in the form of a Bank Demand Draft failing which the Bids submitted by the Bidder shall not be entertained and shall be summarily rejected. Bid fee shall be exempted for the bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY). The Bank Demand Draft should be drawn on a Scheduled Bank in favor of “**Unique Identification Authority of India**” and payable at **New Delhi. The Bid Document Fee is non-refundable**. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non-refundable.

e) All Bids must be accompanied by an **EMD (Earnest Money Deposit) / Bid Security of Rs. 2, 00,000/- (Rupees Two lakhs only)**, except those bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY) or start up organizations recognized by Department of Industrial policy and promotion (DIPP).

f) The detailed Scope of Work has been included in the RFP for selection of Bidder for “RFP for Empanelment of Certification agencies for applications used for Authentication and e-KYC”.

g) The eligibility criteria for the bidders should be fulfilled for consideration of the bid.

h) The tender fee is non-refundable. The RFP will be available online till the last date & time of submission of bids. The format of Non-Disclosure Declaration/Agreement (NDD/NDA) and other details are available on the websites www.uidai.gov.in and www.eprocure.gov.in.

i) The Bid Document is confidential and non-transferable.

j) Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.

Note: The Purchaser shall not be responsible for non-receipt / non-delivery of the Bid documents due to any reason whatsoever.

1.2 Schedule for Invitation to Bid

(a)	Name of the Purchaser	Chief Executive Officer (CEO), Unique Identification Authority of India, MeitY, Govt. of India (Gol), 3 rd Floor, Tower II, Jeevan Bharti Building, Connaught Circus, New Delhi – 110001
(b)	Address at which bids are to be addressed	The Deputy Director General (Technology) Unique Identification Authority of India (UIDAI), MeitY, Govt. of India (Gol), 3 rd Floor, Tower II, Jeevan Bharti Building, Connaught Circus, New Delhi – 110001
(c)	Closing Time and Date for receipt of bids	On or before 26.12.2017 at 1500 hrs.
(d)	Name of the Contact Person for any clarification	Assistant Director General (IS), Unique Identification Authority of India (UIDAI), MeitY, Govt. of India (Gol), 9 th Floor, Tower I, Jeevan Bharti Building, Connaught Circus, New Delhi – 110001 Queries should be submitted via E-mail E-mail – davesh.singh@uidai.net.in
(e)	Date till which the response to the bid should be valid	180 days from the date of opening of Bids.

1.2.1 Important Dates

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

Activity	Date
Release / Issue of Bid Document	24.11.2017
Pre-Bid Meeting (Venue- UIDAI HQ)	1500 Hrs on 04.12.2017
Last date for submission of written queries for clarifications on Bid document	1500 Hrs on 11.12.2017
Last date for reply to written queries of prospective bidders	19.12.2017
Last date & time of submission of Bids	26.12.2017 at 1500 hrs.
Opening of Technical Bids	27.12.2017 at 1600 hrs.

Note: The Purchaser shall not be responsible for non-receipt / non-delivery or late receipt of the Bid documents due to any reason whatsoever.

1.3 Check list

- a) Please check whether following have been enclosed in the respective covers, namely, Technical Bid and Commercial Bid:
- b) Check list (as in Table-1, Table-2 and Table-3 below) should be duly filled, signed and scanned and should be made part of:
 - i. Packet – 1 (Table-1 and Table-2)
 - ii. Packet – 2 (Table-3)

- c) **The Packet-1 should be uploaded as part of Technical Bid.** The Annexures supporting the Table-1 and Table-2 shall be placed in the Packet-1.
- d) **The Packet-2 should be uploaded as part of Commercial Bid.** The Annexures supporting the Table-3 shall be placed in the Packet-2.

Table - 1

1.3.1 Check List of Eligibility Criteria documents/supporting documents to be uploaded in the Technical Bid

S. No.	Eligibility Criteria	Whether Uploaded(Y/N)
(i)	Signed and Scanned Copy of Bid Document Fee.	
(ii)	Signed and Scanned Copy of Bid Security of the prescribed amount as per Section I – 1.1 (e) .	
(iii)	Bidder's Profile in the format prescribed in Appendix A of Section VI	
(iv)	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. Undertaking from bidder in this regard to be submitted.	
(v)	Bidder should have a valid Sales Tax Number/ VAT Number, PAN Number, GST Registration and PF code and to submit a self-attested copies of these documents.	
(vi)	Bidder should have ISO Certificate 9001 or any other equivalent or better quality certification.	
(vii)	The bidder should have an annual average turnover of at least Rs. 100 crore (Rupees One hundred crores) in the previous three financial years (2014-15, 2015-16 and 2016-17). The bidder must submit copies of Memorandum of Association (MOA), Audited Balance Sheets and Profit & Loss Account Statement for last 3 financial years ended on 31.03.2017 along with the bid. However, in the case of non-availability of audited balance sheets, a Certificate from the Statutory Auditor/Chartered Accountant of the Bidder's Company certifying the turnover of the Bidder in the last three financial years would be acceptable.	
(viii)	The bidder should have an annual turnover of at least Rs.50 crore (Rupees Fifty crores) in each of the previous three financial years (2014-15, 2015-16 and 2016-17) from IT Consulting &	

	Certification Services. Certified statement from the current Statutory Auditors of the bidder to be submitted.	
(ix)	<p>The bidder should have completed: At least 5 Application Security Assessment projects in last 3 financial years, each with at least 50 numbers of applications tested.</p> <p>OR</p> <p>At least 7 Application Security Assessment projects in last 3 financial years, each with at least 25 numbers of applications tested.</p> <p>OR</p> <p>At least 10 Application Security Assessment projects in last 3 financial years, each with at least 15 number of applications tested.</p> <p>Work orders and Completion certificates from clients to be submitted.</p>	
(x)	The bidder should have licensed application security testing tools since last three years. Invoice copy of the licenses purchased shall be submitted as part of the bid.	
(xi)	The bidder should be a Company registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932/ LLP with their registered office in India for the last five years. Signed and Scanned Copy of Certificate of Incorporation/Registration to be submitted.	
(xii)	Signed and Scanned Copy of Notarized Power of Attorney executed by the Bidder in favor of the person signing the bid document certifying him as an authorized signatory for the purpose of this Bid	
(xiii)	The bidder should have at least 100 full time Technically Qualified Personnel on its rolls in the area of Information Technology capable to perform application security assessment on its payroll for the past three years. Signed and Scanned Copy of Certificate from the HR of the bidder in the company letterhead to be submitted.	
(xiv)	The bidder must have a team of at least 25 professionals having valid professional certifications (CEH/EC Council Certified Security Analyst (ECSA), Offensive Security Certified Analyst (OSCP), Licensed Penetration Tester (LPT). Signed and Scanned Copy of Certificate from the HR of the bidder in the company letterhead to be submitted.	

Table - 2

1.3.2 Check List of Annexe / Appendix to be uploaded in Technical Bid

S. No.	Description	Whether uploaded(Y/N)
(i)	Signed and Scanned Copy of Bid Particular under Technical Bid (Annex 6.1)	
(ii)	Signed and Scanned Copy of Technical Bid Letter (Annex 6.2)	
(iii)	Signed and Scanned Copy of Declaration For The Services Offered (Annex 6.3)	
(iv)	Signed and Scanned Copy of Statement of Deviation(s) from Tender Terms & Conditions (Annex 6.4)	
(v)	Signed and Scanned Copy of Bidders' Overall Experience and Organizational Strength (Annex 6.5)	
(vi)	Signed and Scanned Copy of Bidder's Overall Experience in conducting Application Security Assessments (Annex 6.6)	
(vii)	Signed and Scanned Copy of Bidders' Approach and Methodology (Annex 6.7)	
(viii)	Signed and Scanned Copy of Qualification and Competence of Professional Staff (Annex 6.8)	

Table – 3

1.3.3 Check List of Annexe / Appendix to be uploaded in the Commercial Bid

S. No.	Description	Whether Uploaded(Y/N)
(i)	Signed and Scanned Copy of Bid Particulars under commercial Bid (Annex 6.9)	
(ii)	Signed and Scanned Copy of Commercial Bid Letter (Annex 6.10)	
(iii)	Signed and Scanned Copy of Cost of Services (Cost per Application certification) (Annex 6.11) in the form of BOQ_AUDIT.xls (This can be downloaded during online submission and can be submitted online itself)	

1.4 Procedure for Submission of Online Bids on CPP Portal

The bidders are required to submit soft copies of their bids 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, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1.4.1 Registration

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) 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 CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

1.4.2 Searching for tender documents

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

1.4.3 Preparation of bids

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of

uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

1.4.4 Submission of bids

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized 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 of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- 9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

1.4.5 Assistance to bidders

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The Unique Identification Authority of India (UIDAI), Ministry of Electronics and Information Technology (MeitY) invites bids for RFP for empanelment of Certification agencies for certifying Authentication and eKYC applications.

Section II- Introduction

The background of the assignment as well as the objectives and Scope of Work (SoW) to be carried out by the empaneled firms are provided in the subsequent sections of this document.

To be considered for empanelment process agencies should submit their proposals online in accordance with the requirements contained in the section on 'Instructions to bidders'.

Some of the crucial information on the process of invitation of bids for empanelment is given below

UIDAI reserves the right to update, amend and supplement the information in this document including the qualification process before the last date and time of receipt of bids.

This document is non-transferable.

Background

The Unique Identification Authority of India (UIDAI) is a statutory authority established under the provisions of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 ("Aadhaar Act 2016") on 12 July 2016 by the Government of India, under the Ministry of Electronics and Information Technology (MeitY).

Prior to its establishment as a statutory authority, UIDAI was functioning as an attached office of the then Planning Commission (now NITI Aayog) vide its Gazette Notification No.-A-43011/02/2009-Admn.I) dated 28th January, 2009. Later, on 12 September 2015, the Government revised the Allocation of Business Rules to attach the UIDAI to the Department of Electronics & Information Technology (DeitY) of the then Ministry of Communications and Information Technology.

Authentication

Aadhaar authentication is the process wherein Aadhaar number, along with other attributes (demographic/biometrics/OTP) is submitted to UIDAI's Central Identities Data Repository (CIDR) for verification; the CIDR verifies whether the data submitted matches the data available in CIDR and responds with a "yes/no". No personal identity information is returned as part of the response. The purpose of Authentication is to enable residents to prove their identity and for service providers to confirm that the residents are 'who they say they are' in order to supply services and give access to benefits.

A fundamental building block for service delivery is the KYC (Know Your Customer) process, which establishes the identity of the resident, their address, and other basic information such as their date of birth and gender. Typically, this KYC information is combined with other information at the point of service delivery to determine eligibility— either for an LPG connection, a scholarship, a loan, a social security pension, a mobile connection, etc.

The Aadhaar e-KYC service provides an instant, electronic, non-repudiable proof of identity and proof of address along with date of birth and gender. In addition, it also provides the resident's mobile number and email address to the service provider, which helps further streamline the process of service delivery. E-KYC may be performed at an agent location

using biometric authentication, as well as remotely using an OTP on a website or mobile connection.

The authentication process involves interaction of many ecosystem partners such as Authentication User Agency, Authentication Service Agency, Sub-AUAs (the entity which desires to use Aadhaar authentication services but chooses to access this service by routing authentication request through an existing AUA's infrastructure) with UIDAI's CIDR. Any agency that needs to authenticate residents for the purpose of service delivery could use Aadhaar authentication. Such an agency must register with the UIDAI as an Authentication User Agency. Authentication Service Agencies are entities that have secure leased line connectivity with the CIDR.

AUAs collect information required for Aadhaar authentication from the resident and transmit it to ASA. ASAs transmit authentication requests to CIDR on behalf of one or more AUAs. AUA's use Authentication devices to collect PID (Personal Identity Data) from Aadhaar holders.

The key partners could engage with each other in multiple ways. For example,

- An AUA could choose to become its own ASA, or
- An AUA could access Aadhaar authentication services through multiple ASAs for reasons such as business continuity planning, or
- An AUA could transmit authentication requests for its own service delivery needs as well as on behalf of multiple Sub AUAs.

Similarly, it may also be possible to use a single authentication device for servicing multiple AUAs. For example, the authentication device at a fair price shop may also be used for carrying out financial transactions for banks.

Aadhaar number can be used for multiple types of authentication. The service delivery agencies select their appropriate authentication type based on their business requirements.

- (i) Type 1 Authentication – Use Aadhaar Authentication system for matching Aadhaar number and the demographic attributes of a resident
- (ii) Type 2 Authentication – Authenticate residents through One-Time-Password delivered to resident's mobile number and/or email address present in CIDR
- (iii) Type 3 Authentication – Authenticate residents using one of the biometric modalities, either iris or fingerprint
- (iv) Type 4 Authentication – This is a 2-factor authentication offering with OTP as one factor and biometrics (either iris or fingerprint) as the second factor for authenticating residents.
- (v) Type 5 Authentication – Allows service delivery agencies to use OTP, fingerprint & iris together (3-factor authentication) for authenticating residents.

The Aadhaar number needs to be submitted in all forms of authentication so that this operation is reduced to a 1:1 match. Aadhaar number itself is not an authentication factor. Type 1 authentication may be combined with any other Aadhaar authentication offering.



The illustration above describes a typical authentication transaction.

- i. The Aadhaar Holder (Resident) approaches the local service provider for the purpose of obtaining a service. The local agency uses authentication devices that collect PID (Personal Identity Data), the Aadhaar number, and any additional demographic / biometric data required for the authentication. This is encrypted, and sent to the Authentication User Agency (AUA) back-office.
- ii. The Authentication User Agency transmits the authentication packets over a secured protocol to Authentication Service Agency (ASA).
- iii. The Authentication Service Agency then interacts with the CIDR over a secured HTTPS leased line and transmits this information to CIDR for authentication purposes.

CIDR performs the authentication and the result of authentication travels back to the ASA and then to the AUA who then decides to deliver the requested service based on the authentication result. The sensitive data collected at the terminal is expected to be encrypted within the device itself, and may not be logged, or used for any other purposes. The CIDR is also expected to only log the data required for non-repudiation purposes. The tracking of residents and monitoring of their behavior will not be possible at the CIDR.

For cases where connectivity is intermittent or connectivity is a little distance away leading to any network failure, UIDAI proposes a solution called “buffered” authentication wherein authentication request may be “buffered” (or queued) on the device until a pre-specified period of time, which is currently 24 hours, and then sent to CIDR for authentication when connectivity is restored / available. In addition, UIDAI expects that buffering would only be done at the device level and not at AUA / ASA server end. UIDAI is currently recommending procedures to AUAs for handling biometric exceptions.

For further details about authentication and related ecosystem partners, please refer to the Authentication section on UIDAI’s website.

Authentication User Agency (AUA)

An Authentication User Agency is an agency that uses the UID system to authenticate a resident. An AUA sends authentication requests to enable its services / business functions.

An AUA connects to the CIDR through an ASA (either by becoming ASA on its own or contracting services of an existing ASA). AUA may use demographic data, and/or biometric data in addition to the resident's UID. AUA can be any government / public / private legal agency registered in India that seeks to use Aadhaar authentication for its services.

Key AUA Responsibilities:

- Ensure compliance of authentication related operations (processes, technology, security, etc.) to UIDAI's standards and specifications.
- Prepare authentication packet as per Authentication API specifications.
- Log and maintain details of all authentication transactions.
- Ensure Best Finger Detection (BFD) application is implemented to on-board the residents for biometric authentication.
- Identifying exception-handling and back-up identity authentication mechanisms.
- Deploy fraud monitoring mechanism, to prevent misuse of exception handling mechanism by operators and any other ecosystem members.
- Get its operations and systems related to Aadhaar Authentication assessed as per UIDAI's specifications.
- Ensure connectivity from authentication devices to the AUA server and between the AUA server and the ASA server.
- Procure, deploy and manage devices in compliance with UIDAI specifications.
- Ensure adequate training for the personnel managing authentication devices.
- Inform UIDAI of the engagement/ disengagement of Sub AUAs.
- Ensure supported Sub AUAs comply with UIDAI's standards and specifications.

Mandatory Security Requirements prescribed by UIDAI:

- Aadhaar number should never be used as a domain specific identifier
- In the case of operator assisted devices, operators should be authenticated using mechanisms such as password, Aadhaar authentication, etc.
- PID block captured for Aadhaar authentication should be encrypted during capture and should never be sent in the clear over a network.
- The encrypted PID block should not be stored unless it is for buffered authentication for a short period, currently configured as 24 hours.
- Biometric and OTP data captured for the purposes of Aadhaar authentication should not be stored on any permanent storage or database.
- The metadata and the responses should be logged for the assessment purposes.
- Network between AUA and ASA should be secure.

Authentication Service Agency (ASA)

ASA is any entity that transmits authentication requests to the CIDR on behalf of one or more AUAs. They play the role of enabling intermediaries. They have an established secure connection with the CIDR and convey AUAs' authentication requests to the CIDR. ASAs receive CIDR's response and transmit the same back to the AUA.

Key ASA Responsibilities:

- Ensure compliance of authentication related operations (processes, technology, security, etc.) to UIDAI's standards and specifications.
- Log and maintain details of all authentication transactions.
- Get its operations and systems related to Aadhaar Authentication assessed as per UIDAI's specifications.
- Perform basic checks on the authentication input and forward it to CIDR
- Transmit the result of the authentication transaction received from CIDR to the AUA that has placed the request.
- Inform UIDAI of the engagement/ disengagement of AUAs that it serves.
- Inform UIDAI of any misuse of Aadhaar data, authentication services, or any compromise of Aadhaar related data or systems.

Mandatory Security Requirements prescribed by UIDAI:

- ASA can connect to the CIDR only through a secured leased line.
- The metadata and the responses should be logged for assessment purposes.
- Encrypted PID block and license keys that come as part of authentication packet should never be stored anywhere in ASA's system.
- Network between AUA and ASA should be secure.

Agencies that could leverage the services of the empanelled agencies are as follows:

- ASAs who have developed any application that supports Authentication / e-KYC.
- AUAs and Sub-AUAs who have developed any application that supports Authentication (Authentication application).
- KUAs who have developed any application that supports e-KYC (e-KYC application)
- Sub-contractor agencies that develop applications for Authentication or e-KYC that are used by any AUAs/KUAs/Sub-AUAs/ASAs

SECTION III- Instruction to Bidders

3.1. Procedure for Online Submission of Bids

The tender shall be submitted Online (complete in all respect) must be uploaded on <https://eprocure.gov.in/eprocure/app> in two packets i.e. two cover system (Technical & Commercial Bid), and bidder must follow the procedure as detailed in the Clause 1.4 of Section I.

3.1.1. The bid shall be submitted online in –

Packet-1 having viz,

1. Tender Fee + EMD + Documents as per check list in Table-1 and Table-2
2. Technical Bid Submission (All the required supporting as well as Annexure as mentioned in CHECK LIST section)

Packet-2 having viz,

1. Financial Bid Submission (All the required supporting as well as Annexure as mentioned in CHECK LIST section)
2. Schedule of price bid in the form of BOQ_AUDIT.xls

3.1.2. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All the files mentioned below should be in .PDF format except for the BoQ which should be .xls format.

3.1.3. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

3.1.4. Original Instruments for EMD (as per Bank Guarantee Format in Appendix B of Section VI) and Demand Draft for Tender Fee must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the Clause 1.2 of Section I. These instruments can also be sent by registered post and should reach UIDAI on or before the last date of submission of Bids. Any delay in this regard will entirely be Bidder's responsibility and bid shall be liable for rejection in case of non-receipt of original instruments on or before the last date of submission of Bids.

3.2. Cost of Bid Document

1 The Bidder is required to **pay fee of Rs.500/- (Rupees Five Hundred only)** for purchase of Bid Document, in the form of a **Bank Demand Draft**. The Bank Demand Draft should be drawn on a Scheduled Bank **in favor of “Unique Identification Authority of India”** and payable at New Delhi. The Bid Document Fee is non-refundable. Bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY) or any start up recognized by Department of Industrial policy and promotion (DIPP) are exempted from furnishing of bid fee.

2 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.

3 The Financial Proposal/Commercial bid format as mentioned in **Annexe 6.11** of **Section VI** is also provided as BOQ_AUDIT.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ_AUDIT.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with UIDAI.

3.3. 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(d) of Section I. The queries must be submitted in Microsoft Excel (Soft copy) format as follows:

Name of Bidder:					
Sr. No	Section No.	Clause No.	Page number in Section	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 Section I, Clause 1.2.1 of this Bid document.

3.4. 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 and 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.

3.5. 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 as the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

3.6. Documents Comprising the Bids

1 The Bids prepared by the Bidder shall comprise of the following components (refer Clause 1.3 of Section I):

a) The Technical Bid should comprise of the following:

S.	Description	Whether
----	-------------	---------

No.		uploaded(Y/N)
(i)	Signed and Scanned Copy of Bid Particular under Technical Bid (Annex 6.1)	
(ii)	Signed and Scanned Copy of Technical Bid Letter (Annex 6.2)	
(iii)	Signed and Scanned Copy of Declaration For The Services Offered (Annex 6.3)	
(iv)	Signed and Scanned Copy of Statement of Deviation(s) from Tender Terms & Conditions (Annex 6.4)	
(v)	Signed and Scanned Copy of Bidders' Overall Experience and Organizational Strength (Annex 6.5)	
(vi)	Signed and Scanned Copy of Bidder's Overall Experience in conducting Application Security Assessments (Annex 6.6)	
(vii)	Signed and Scanned Copy of Bidders' Approach and Methodology (Annex 6.7)	
(viii)	Signed and Scanned Copy of Qualification and Competence of Professional Staff (Annex 6.8)	

b) The Commercial Bid should comprise of the following:

S. No.	Description	Whether uploaded(Y/N)
(i)	Signed and Scanned Copy of Bid Particulars under commercial Bid (Annex 6.9)	
(ii)	Signed and Scanned Copy of Commercial Bid Letter (Annex 6.10)	
(iii)	Signed and Scanned Copy of Commercial Bid for RFP for Empanelment of Certification agencies for certifying Authentication and eKYC (Annex 6.11) in the form of BOQ_AUDIT.xls (This can be downloaded during online submission and can be submitted online itself).	

3.7. Bidder Qualification

1 The "Bidder" as used in the Bid documents shall mean the one who has signed the Bids. 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.

3. The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued. The Bids shall be duly signed and sealed by an executive officer of the Bidder's organization or by a duly authorized officer executed under seal.

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. The power or authorization, please refer Section – I clause 1.3.1 (xii) necessary power of attorney shall be annexed to the bid. UIDAI may out rightly reject any bid not supported by adequate proof of the signatory's authority.

3.8. Bid Security

1 The Bidder shall furnish, as part of its bid, a bid security of the amount mentioned in Sub-Clause 1.1 (e) of Section - I.

2 The bid security is required to protect the UIDAI against the risk of Bidder's conduct which would warrant the security's forfeiture.

3 The bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee issued by a Scheduled Bank, in the proforma provided at Appendix B of Section VI in the Bid Document and shall be valid for 45 days beyond the validity of the Bid.

4 Bidders who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY) are exempted from furnishing of bid security.

5 Unsuccessful Bidders' bid security will be discharged/ returned as promptly as possible after the expiration of the period of bid validity prescribed by the UIDAI.

6 The successful Bidder's bid security will be discharged upon the Bidder executing the Contract.

7 The bid security may be forfeited in any of the following cases:

a) If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid

b) In the case of a successful Bidder, If the Bidder fails to sign the Contract.

c) If there is any breach of any confidentiality clause

3.9. Period of Validity of Bids

1 Bids shall remain valid for 180 days after the date of opening of 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 security shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

3.10. Format and Signing of Bid

1 Tender bid must contain the name, office and after office hours addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/ legal department must be

enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of company.

2 Un-signed, un-stamped and without certificate for authorized person from bidder's HR / legal department bid shall not be accepted.

3 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 initialed by the person or persons signing the bid.

4 All pages of the bid being submitted must be legible, signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading. Ambiguous bids will be out rightly rejected.

3.11. 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.

3.12. Terms and Conditions of Bidders

1 Printed terms and conditions of the Bidders will not be considered as forming part of their Bids. In case terms and conditions of the contract applicable to this Invitation of Bid are not acceptable to any Bidder, he should clearly specify deviation in his Technical Bid (Annexure 6.4 of Section VI).

2 The Bidder should note, that, in case any of the deviation(s) or assumption(s), indicated by the Bidder in its Technical Bid in Annexure 6.4, is/are not acceptable to the Purchaser, in such eventuality the Bidder shall have to withdraw such deviation(s)/ assumption(s) failing which the Bid(s) of the Bidder shall be liable to be rejected.

3.13. 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 cost.

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.

3.14. Headings

Headings of conditions hereto shall not affect the construction thereof.

3.15. Conditions for Bidders

Refer Section-1, clause 1.3.

3.16. Last Date for Receipt of Bids

1 Bids will be received by the UIDAI not later than the time and date specified under clause 1.2.1 of Section I.

2 The UIDAI may, at its discretion, 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.

3.17. Late Bids

Bidder shall not be able to upload the bid after the last date and time for uploading of bids as prescribed by UIDAI, pursuant to Section I.

3.18. Address for Correspondence

All correspondence by UIDAI shall be made to the details provided in the Clause 1.2 (d) of the bid document.

3.19. Opening of Bids by UIDAI

- 1 On the basis of information furnished in the eligibility criteria of Technical Bid, Bidders will be qualified. Bid received without EMD will be rejected straight way. EMD and Tender Fee original instrument must be submitted on or before the last date of submission of Bids.
- 2 Bids of only 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 Section I of this Document.
- 4 The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the bid opening.

3.20. 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 price quoted.

3.21. Preliminary Examination

- 1 The UIDAI will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required bid security 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 price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price 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.

3.22. 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.

3.23. Post Qualification

1 The UIDAI will determine to its satisfaction whether the Bidder selected as having submitted the best responsive bid 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.

3.24. Criteria for Evaluation of Bids

To meet the UIDAI's requirements, as spelt out in the Bid Document, the selected Bidder must have the requisite experience, the technical know-how, and the financial wherewithal that would be required to successfully provide the required 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. The purpose is only 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.

1 Pre-Qualification Stage

In this phase, bidders are expected to meet the prequalification criteria. Bidders failing to either meet these criteria or not furnishing the requisite supporting documents/documentary evidence is liable to be summarily rejected. The TEC shall evaluate the prequalification proposal with reference to the following information provided by the bidder.

S. No.	Eligibility Criteria	Whether Uploaded(Y/N)
(i)	Signed and Scanned Copy of Bid Document Fee.	
(ii)	Signed and Scanned Copy of Bid Security of the prescribed amount as per Section I – 1.1 (e) .	
(iii)	The bidder should not be blacklisted / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs. Undertaking from bidder in this regard to be submitted.	
(iv)	Bidder should have a valid Sales Tax Number/ VAT Number, PAN Number and PF code and to submit a self-attested copies of these documents.	
(v)	Bidder should have ISO Certificate 9001 or any other equivalent or better quality certification.	
(vi)	The bidder should have an annual average turnover of at least Rs.100 crore (Rupees One hundred crores) in the previous three financial years (2014-15, 2015-16 and 2016-17). The bidder must submit copies of Memorandum of Association (MOA), Audited Balance Sheets and Profit & Loss Account Statement for last 3	

	financial years ended on 31.03.2017 along with the bid. However, in the case of non-availability of audited balance sheets, a Certificate from the Statutory Auditor/Chartered Accountant of the Bidder's Company certifying the turnover of the Bidder in the last three financial years would be acceptable.	
(vii)	The bidder should have an annual turnover of at least Rs.50 crore (Rupees Fifty crores) in each of the previous three financial years (2014-15, 2015-16 and 2016-17) from IT Consulting & Certification Services. Certified statement from the current Statutory Auditors of the bidder to be submitted.	
(viii)	The bidder should have completed: At least 5 Application Security Assessment projects in last 3 financial years, each with at least 50 number of applications tested. OR At least 7 Application Security Assessment projects in last 3 financial years, each with at least 25 number of applications tested. OR At least 10 Application Security Assessment projects in last 3 financial years, each with at least 15 number of applications tested. Work orders and Completion certificates from clients to be submitted.	
(ix)	The bidder should have licensed application security testing tools since last three years. Invoice copy of the licenses purchased shall be submitted as part of the bid.	
(x)	The bidder should be a Company registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932/ LLP with their registered office in India for the last five years. Signed and Scanned Copy of Certificate of Incorporation/Registration to be submitted.	
(xi)	Signed and Scanned Copy of Notarized Power of Attorney executed by the Bidder in favor of the person signing the bid document certifying him as an authorized signatory for the purpose of this Bid	
(xii)	The bidder should have at least 100 full time Technically Qualified Personnel on its rolls in the area of application security assessment on its payroll for the past three years. Signed and Scanned Copy of Certificate from the HR of the bidder to be submitted.	
(xiii)	The bidder must have a team of at least 25 professionals having valid professional	

	certifications (CEH/OSCP/ECSA/LPT). Signed and Scanned Copy of Certificate from the HR of the bidder to be submitted.	
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2 Technical Evaluation Criteria

A detailed evaluation will be subsequently carried out by the UIDAI. The Technical Bids will be reviewed for compliance of the Bid requirements. Technical Bids which meet the mentioned criteria will be eligible for consideration in commercial evaluations. If required, the UIDAI may seek specific clarifications from any or all Bidder(s) at this stage. The technical bids of all the bidders who qualify the Prequalification criteria shall be evaluated on the following criteria. Only the bidding entity shall be considered for the evaluation. The TEC shall evaluate the technical bid with reference to the information provided.

SI No	Evaluation Criteria	Maximum Score (in Points)										
A	Overall experience/Organizational Strength	50										
A1	Average annual turnover in the last three Financial Years (FY) – FY 14-15, FY 15-16, FY 16-17 <table><tr><th>Turnover in Rs</th><th>Score</th></tr><tr><td>100-300 Crores</td><td>4</td></tr><tr><td>301-500 Crores</td><td>6</td></tr><tr><td>501-700 Crores</td><td>8</td></tr><tr><td>700+ Crores</td><td>10</td></tr></table>	Turnover in Rs	Score	100-300 Crores	4	301-500 Crores	6	501-700 Crores	8	700+ Crores	10	10
Turnover in Rs	Score											
100-300 Crores	4											
301-500 Crores	6											
501-700 Crores	8											
700+ Crores	10											
A2	Average turnover from IT Consulting and Certification Services in India in the last three Financial Years (FY) – FY 14-15, FY 15-16, FY 16-17 <table><tr><th>Turnover in Rs</th><th>Score</th></tr><tr><td>50 Crores</td><td>8</td></tr><tr><td>51-100 Crores</td><td>10</td></tr><tr><td>101-200 Crores</td><td>12</td></tr><tr><td>200+ Crores</td><td>15</td></tr></table>	Turnover in Rs	Score	50 Crores	8	51-100 Crores	10	101-200 Crores	12	200+ Crores	15	15
Turnover in Rs	Score											
50 Crores	8											
51-100 Crores	10											
101-200 Crores	12											
200+ Crores	15											
A3	Number of Full Time resources in India for the last 3 years on the payroll of the bidding entity <table><tr><th>Number of Security Testing Professionals</th><th>Score</th></tr><tr><td>50</td><td>8</td></tr><tr><td>51-125</td><td>10</td></tr><tr><td>126-250</td><td>12</td></tr><tr><td>>250</td><td>15</td></tr></table>	Number of Security Testing Professionals	Score	50	8	51-125	10	126-250	12	>250	15	15
Number of Security Testing Professionals	Score											
50	8											
51-125	10											
126-250	12											
>250	15											
A4	Total Number of Certified Professionals <table><tr><th>Number of Security Testing</th><th>Score</th></tr><tr><td>25</td><td>2</td></tr><tr><td>26-50</td><td>4</td></tr></table>	Number of Security Testing	Score	25	2	26-50	4	10				
Number of Security Testing	Score											
25	2											
26-50	4											

	51-100	6	
	101-150	8	
	>150	10	
B	Approach and Methodology		25
B1	Understanding of the UIDAI (Bidders should provide its understanding of UIDAI and its external ecosystem for carrying out Application security assessment.)		15
B2	Detailed approach and methodology (Bidders should provide approach and methodology for the carrying out application security assessments for applications used for Authentication and eKYC)		10
C	Qualifications and competence of Key Professional staff		25
C1	Qualifications		10
C2	Professional experience and competence		15
	Total (for A, B & C)		100

Minimum qualifying score to clear Technical evaluation shall be 75 out of 100.

Commercial Bid Opening & Empanelment

Evaluation of Commercial Bids

- i. The Commercial Bids shall be evaluated by the Purchaser for completeness and accuracy. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures the amount in words shall prevail.
- ii. In case price of any item is not quoted by a Bidder, the bid will be loaded by the highest price quoted in its own bid for that item. In case the price is not available in its own bid then the loaded price shall be the highest price quoted by any of the bidders for that item. Such item, for which the price has been loaded, shall be supplied free of cost by the bidder.
- iii. The Bid Value shall be equal to the amount specified in "Section 6.11: BOQ_AUDIT" as Total Bid Price ("F").
- iv. The Total Bid Price, computed as above, shall be used by the Purchaser for the purpose of commercial evaluation of bids.
- v. Based on the Evaluation Criteria mentioned in the following clause, a Commercial Bid score (S_F) in percentage shall be assigned to each Bid.
- vi. Commercial Bid Score (S_F) in percentage for each Bid shall be computed as follows:

$$S_F = 100 \times (FL / F); \text{ Where:}$$

- F is the Total Bid Price quoted in the Bid under consideration
- FL is the value of lowest Commercial Bid"

QCBS Evaluation

i. As stated above, the Evaluation Methodology proposed to be adopted by the Purchaser will be Quality cum Cost Based System (QCBS) method of evaluation where Technical Bid Score will get a weightage of 70% (denoted by T) and Commercial Bid Score a weightage of 30% (denoted by C).

ii. Description of variables used:

- S_T is the Technical Score for each Bid as calculated out of 100%
- S_F is Total Commercial Score (normalized) for each Bid

Bids will be ranked according to their combined Technical Score S_T and Financial Score S_F using the weights (T = the weight given to the Technical Bid; C = the weight given to the Commercial Bid; T + C = 100%):

Total Score (T_S) for each Bid shall be computed as follows:

$$T_S = S_T \times T\% + S_F \times C\%$$

The Bid, that obtains the highest Total Score (T_S) value, will be rated as the **Best Evaluated Bid**.

The top 50 % of the best evaluated bids will be considered for empanelment. The lowest price quoted from amongst the top 50% of the bids evaluated on QCBS shall be accepted as the tender rate for providing Certification services. All the shortlisted bidders will have to match the lowest tender rate for Certification Services and shall be declared as qualified for empanelment for carrying out certification of applications being run by AUAs/ASAs of UIDAI. The TEC shall correct any computational errors in the Commercial bid and in case of dispute between the amounts expressed in words and figures, the former shall prevail.

Upon completion of the RFE process, the UIDAI shall compile a database of all the eligible and qualified vendors indicating per unit cost of audit.

Within 15 days of issue of such a written communication each of the qualified Vendor shall sign the contract (Letter of Empanelment), failing which the offer shall be treated as withdrawn and the EMD forfeited.

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

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

2 The UIDAI shall reserve the right, not to purchase all or partial Goods/Services quoted by the bidder in this bid.

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

The UIDAI reserves the right to accept or reject any or all bids, and to annul the Bid process 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.

3.27. **Signing of Contract**

Once UIDAI notifies the successful Bidders that they have been selected for empanelment, the bidders are required to enter into contract with UIDAI as per the Contract Form (Appendix D of Section VI provided in the Bid Document). Contract has to be signed by the shortlisted bidders for empanelment.

3.28. **Performance Bank Guarantee (PBG)**

The empaneled agency, for conducting the certification of Authentication and eKYC applications, shall have to furnish **Rs. 25 lakhs as PBG** to UIDAI.

3.29. **Confidentiality of the Document**

1 This Bid Document is confidential and the 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 C of RFP.

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 other than for the purpose of executing this contract and the bidder shall not use any such information for any other purpose.

3 Bidder has to submit a non-disclosure agreement as per Appendix C of RFP.

3.30. **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/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 unless otherwise stated in the deviation statement. 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.
- iv. EMD will be forfeited 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 Bid Security.
 - 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. Total lump sum price quoted by the Bidder must be inclusive of all taxes, levies, duties etc. including excise duty and sales tax etc.
- iv. Bidder shall bear, within the quoted rates, all the taxes and duties as levied on them including the Personnel Tax as applicable in respect of their personnel and their sub-contractor's personnel, arising out of this contract. Bidder shall also bear, within the quoted rates, the Corporate Tax, as applicable, on the income arising out of this contract.

Section IV–Scope of Work

4.1. Objective

UIDAI wishes to empanel capable and qualified agencies to carry out periodic certification of the applications/software used by Ecosystem partners for Authentication and e-KYC in UIDAI ecosystem with respect to the Information Security and compliance to UIDAI requirements.

Empanelled agencies shall conduct certification of Authentication and e-KYC applications/software in respect of the various guidelines issued by UIDAI and Industry best practices.

The empanelled agencies shall review compliance to Information Security policies, Security guidelines issued by UIDAI, and other standards such as OWASP Top 10, SANS Top 25 etc.

In case of any finding/observation noticed during the assessment, the concerned AUA/ASA shall be required to close the same within prescribed timelines, as defined by UIDAI, depending upon the severity level of the finding to get the application certified. The Certification Agency shall have to conduct a follow up assessment for validating the mitigation/closure, done by the AUA/ASA and cost of this follow up assessment should be included in per application cost.

In case of non-closure of any finding, the Certification Agency shall intimate UIDAI, in writing, for suitable action.

The Empanelled Agency will maintain confidentiality of information received from UIDAI, its ecosystem partners and assigned entity and no information will be shared with anyone other than designated personnel. All information, findings, documents will only be used for the purpose of Assessment and Certification as defined under scope of work in this document.

4.2. Assessment/Certification Methodology

The Assessment/Certification will include but not limited to manual procedures, computer assisted procedures, automated procedures, and usage of proprietary or universally accepted software depending on the chosen Assessment approach.

Empanelled Agency may use various automated tools for carrying out assessment activities as follows:

- a. Static analyzer tools for code analysis.
- b. Application security test tools.
- c. Vulnerability Assessment and Network Assessment tools.

The agency shall bring their own licensed tools to conduct the assessments. To undertake assessment activities & tasks, Empaneled Agency team will be provided with access to system, various documents and associated information. Empaneled Agency team will also be allowed access to hardware, software, Network & IT infrastructure and processes of the system and also to connect test/ Assessment tools on to the system, wherever required.

4.3. Overview of Scope

Empanelled Agency will be required to carry out the following:

- Review of all modules and applications/software being used for authentication/eKYC based on Aadhaar Act and Regulations 2016, and other Industry standards such as OWASP

Top 10, SANS Top 25, etc. The assessment may include but is not limited to a combination of the following:

- Vulnerability assessment
 - Exploitation of the vulnerabilities
 - Penetration Testing
 - Application security assessment
 - Source code review
- Detailed 'Risk Assessment' and mapping of all 'Vulnerabilities' of systems and networks shall be documented, along with the security measures that are in place and the level of protection that they provide.
 - Detailed 'Penetration Tests' and possible exploitation of the 'Vulnerabilities' in the systems and networks shall be documented, along with the security measures that are in place and the level of protection that they provide.
 - Detailed 'Application Security Assessment Report' clearly bringing out the actionable items shall need to be prepared.
 - On compliance of the above assessment, issue certification for specific application along with its validity to the respective agency owning the application.

4.4. Empanelment Profiles

4.4.1. Technical Qualifications

UIDAI would like to empanel capable firms for carrying out certification of applications/software used for authentication and eKYC purpose.

An applicant organization, desirous of being empaneled as an Application Security Auditor, may be an organization / company / firm providing IT Security Assessment services.

- Minimum qualification and experience shall be as required in section 3.24 (1)

4.5. Minimum Required Profiles for Assessment Teams:

- The Assessment Team should consists of minimum two members as per details below:

Profile	Experience	Minimum Qualifications	Certification
Lead Tester	5 years	B. Tech/ B.E. / MCA or equivalent	CEH/ECSA/OSCP/LPT
Tester	2 years	B. Tech/ B.E. / MCA or equivalent	CEH/ECSA/OSCP/LPT

Commercial quotations as per Section 6.11 should take into account the above mandatory requirements.

Section V – Terms and Conditions of Empanelment

5.1. Post Empanelment Process

The empanelment shall initially be for a period of three years extendable to five years upon review of performance and on same terms and conditions.

1. The unit rate of the application security assessment per Authentication and eKYC application (as finalized through this RFP) of the Firms/Companies that are empaneled shall be firm and remain valid during the period of empanelment.
2. Any organization providing the Authentication and eKYC application may then engage the empanelled firms for providing Services in Application Security Assessment. It is expected that:
 - I. Organizations with Authentication and eKYC applications would specifically define the scope of engagement, which may include components beyond the defined scope in this RFP and call for a limited 'Request for Quotation' from amongst the empanelled firms/Companies.
 - II. The firms/Companies shall then have to estimate the effort with reference to the precise scope of work defined in the Request for Quotation, the corresponding cost arrived including travel and lodging cost.
3. Liability limit of the bidder shall be up to the total cost/fees paid to the respective bidder.

5.2. Terms and Conditions

1. Termination of Empanelment

The UIDAI may at any time terminate the empanelment by giving a written notice to the firm/company without any compensation if the empanelled firm/company becomes bankrupt or otherwise insolvent or in case of dissolution of the firm or winding up of the company, provided that such termination will not prejudice or effect any right of action or remedy, which has accrued thereafter to the UIDAI. The empanelment shall also be terminated in case of breach of any of the terms and conditions of empanelment.

2. No Claim Certificate

The empanelled firm/company shall not be entitled to make any claim, whatsoever, against the UIDAI under or by virtue of or arising out of the empanelment nor will the UIDAI entertain or consider any such claim for the jobs accepted post empanelment.

3. Penalty for non-performance

The empanelled firm/company shall be liable to pay a penalty of 80% of the assessment fees charged to the respective agency for that particular application security assessment in case serious quality issues are identified in the assessment conducted by the empanelled agency and the assessment is subsequently found to be unsatisfactory by UIDAI.

The vendor shall be provided an opportunity by UIDAI to explain the shortcomings or provide satisfactory justification for the identified quality issues in the assessment report.

Any indemnity amounts will be subject to final determination by a competent court/arbitrator.

4. Confidentiality

The empanelled firm/company and their personnel shall not, either during the term or after expiration of this empanelment, disclose any proprietary or confidential information relating to the services, contract or business or operations of the UIDAI, without the prior consent of the UIDAI.

The empanelled firm/company shall not outsource the work to any other associate franchisee/third party under any circumstances.

5. Change of Name of the Firm/Company

During the period of empanelment if the name of the firm/company (or its division) has undergone a change due to acquisition, amalgamation etc, the firm/company shall inform the UIDAI within one month. In such cases, all the obligations under the contract with the UIDAI should be passed on for compliance to the new company or division.

The empanelled firm/company shall indemnify the UIDAI of any infringement of third party rights be they under the Patents Act or the Intellectual Property Rights.

6. Force Majeure

For the purpose of this clause, 'Force Majeure' shall mean an event that is unforeseeable, beyond the control of the parties and not involving the parties' fault or negligence. Such events may include acts of the Government either in its sovereign or in its contractual capacity, war, civil war, insurrection, riots, revolutions, fire, floods, epidemics, quarantine, restrictions, freight, embargoes, radioactivity and earthquakes. The empanelled firm/company shall not be liable if the delay in the discharge of its obligations under this agreement is the result of an event of Force Majeure as defined above.

If a Force Majeure situation arises the empanelled firm/company shall promptly notify to the UIDAI in writing of such conditions and the cause thereof. Unless otherwise directed by UIDAI in writing, the empanelled firm/company shall continue to perform its obligations under this Agreement, as far as it is reasonably practical and shall seek all reasonable means of performance not prevented by the Force Majeure event.

7. Arbitration and Jurisdiction

The UIDAI and the empanelled firm/company shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them. If any dispute arises between the UIDAI and the empanelled firm/company not covered by this agreement such dispute shall be referred to three arbitrators, one each to be appointed by each party and the third to be appointed by the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. The award of the Arbitrators shall be binding upon the parties to the dispute. Such arbitration shall be governed by the provisions of the Indian Arbitration Act, 1996. The arbitration proceedings shall be held in New Delhi.

Section VI – ANNEXURES

Technical Bid

6.1. BID PARTICULARS

(Annex 6.1)

Bid No. _____

1. Name of the Bidder

2. Address of the Bidder

3. Name of the Service Provider

4. Address of the Service Provider

5. Bidders Proposal Number and date

6. Name and address of the officer
(single point of contact) to whom

all references shall be made regarding
this bid

Tel. No. _____

Cell No. _____

Fax No. _____

Signature & seal of the bidder

Name :

Full Address:

Telephone No :

Fax No :

Email ID :

To

The Deputy Director General (Technology)
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 Provider of -----

 - (ii) That we have adequately skilled and experienced resources required to carry out the application security assessment of Authentication and eKYC applications in UIDAI ecosystem.
2. We hereby offer to supply the Services at the prices and rates mentioned in the **Annex 6.11** of the Commercial Bid.
 5. We enclose herewith the complete **Technical Bid** as required by you. This includes duly filled and signed **Section VI**.
 6. We agree to abide by our offer for a period of **180 days** from the date of opening of the bids.
 7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to provide services as per these terms and conditions of the bid document. The deviations from the tender Terms and Conditions are only those mentioned in **Annex 6.4**.
 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)** has been submitted with UIDAI.

Dated this day of 2017
bidder

Signature & seal of the

Name :
Full Address :
Telephone No:
Fax No. :

Details of enclosures:

- 1.**
- 2.**
- 3.**
- 4.**

6.3. DECLARATION FOR THE SERVICES OFFERED

(Annex 6.3)

We hereby declare that the services offered in this bid shall be of the highest level and quality and shall be in full conformity with the requirements quoted in this bid.

Signature of Bidder

Date:

Place:

6.4. STATEMENT OF DEVIATIONS FROM THE TERMS AND CONDITIONS (Annex 6.4)

Following are the deviations from the Terms and Conditions of this bid document. These deviations are exhaustive.

S. No.	Section No.	Clause No	Page No	Statement of deviation

Signature of Bidder:

Date:

Place:

6.5. BIDDERS' OVERALL EXPERIENCE AND ORGANISATIONAL STRENGTH (Annex 6.5)

S. No	Name of the Assignment	Client (Government dept. / Private)	Supporting documents (Work order and Completion certificate Client certificate to be enclosed)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Yours Sincerely,

Authorized Signatory (In full and Initials).....

Name and Title of Signatory:

Name of Firm

Address:

Location:Date :

6.6. **BIDDERS' OVERALL EXPERIENCE IN Conducting Application Security Assessment for IT PROJECTS (Annex 6.6)**

SI No	Citations of the Previous Experience	Supporting Documents
		Work Order Copy and client certificate to be enclosed
1		Do
2		Do
3		Do
4		Do
5		Do
		Do
1		Do
2		Do
3		Do
4		Do
5		Do

The citation should indicate the following:

- (i) brief write up
- (ii) the scope of work
- (iii) effort proposed to be put in by the Bidder
- (iv) the composition of the proposed team, and
- (v) specific nature of the Certification services provided.

Authorized Signatory (In full and Initials).....

Name and Title of Signatory:

Name of Firm

Address:

Location: Date:

6.7. BIDDERS' APPROACH AND METHODOLOGY

(Annex 6.7)

THE BIDDERS SHOULD PREPARE A POWER POINT PRESENTATION AND PROVIDE HARD COPY OF THE PRESENTATION AS A PART OF THIS FORM. THE PRESENTATION SHOULD DEMONSTRATE THE UNDERSTANDING OF THE SCOPE AND THE PROPOSED APPROACH AND METHODOLOGY.

Authorized Signatory (In full and Initials).....

Name and Title of Signatory:

Name of Firm

Address:

Location:Date:

6.8. QUALIFICATION AND COMPETENCE OF PROFESSIONAL STAFF (Annex 6.8)

S. No	Resource Category	Prescribed Qualifications	Certifications	Experience (no. of years)	No. of Resources
1	Lead Tester				
2	Tester				
3					
4					
5					

Authorized Signatory (In full and Initials).....

Name and Title of Signatory:

Name of Firm

Address:

Location:Date:

COMMERCIAL BID

6.9. BID PARTICULARS

(Annex 6.9)

FOR Bid No. _____

1. Name of the Bidder _____
2. Address of the Bidder _____
3. Bidders Proposal Number and date _____
4. Name and address of the officer to whom
all references shall be made regarding
this bid _____

Tel. No. _____
Cell No. _____
Fax No. _____

Signature & seal of the bidder

Name :
Full Address :
Telephone No :
Fax No :
Email ID :

To

The Deputy Director General (Technology)
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 the Service Provider of _____
- (ii) That we have adequately skilled and experienced resources required to carry out the application security assessment of Authentication and eKYC applications in the UIDAI ecosystem.

2. We hereby offer to supply the Services at the prices and rates mentioned in the **Annex 6.11** of the Commercial Bid.
5. We enclose herewith the complete **Commercial Bid** as required by you. This includes duly filled and signed **Section VI**.
6. We agree to abide by our offer for a period of **180 days** from the date of opening of the bids.
7. We have carefully read, understood and accept the terms & conditions specified in the bid. We do hereby undertake to provide services as per these terms and conditions. The deviations from the tender Terms and Conditions are only those mentioned in **Annex 6.4**.
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**) is enclosed in the Cover containing **Technical Bid**.

Dated this day of 2017
the bidder

Signature and seal of

Name :
Full Address:
Telephone No:
Fax No :

Details of enclosures:

- 1.**
- 2.**
- 3.**
- 4.**

6.11. Cost of Services (Per Certification) (in the form of BOQ_AUDIT.xls)

(Annexure 6.11)

Services					
Sl.No	Item Name	Item Description	Unit Cost (in Rs)	Taxes and Duties (in Rs)	Total Unit Cost (6=4+5) (in Rs)
1	2	3	4	5	6 (4+5)
1	Authentication/eKYC application	Cost per application security assessment for certifying each Authentication/e-KYC application including follow up audit.			

Signature & seal of the bidder

Name :
Full Address :
Telephone No :
Fax No :

Details of the Bidder

General Instructions

- (i) The Bidder should enclose adequate supporting documents to substantiate the information being provided below for each of the mentioned points.
- (ii) The Bidder should understand the Scope of work in detail as provided in the RFP document before filling up the below details
- (iii) Add more columns and rows wherever required

Instructions for points 1 to 3

- (i) In case of a group company bidding for the project, please provide the details of the group Company and not the group as a whole.
- (ii) Add more columns and rows if required for all such tables.

Audit Annual Turnover of the Bidder in last five years

(Please provide the information in INR Crore)

	2013-14	2014-15	2015-16
Bidder			

Profit After Tax of the Bidder in last five years

(Please provide the information in INR Crore)

	2013-14	2014-15	2015-16
Bidder			

Whereas _____ (hereinafter called “the Bidder”) has submitted its bids dated _____ for “**Request for Empanelment of agencies for certifying Authentication and eKYC applications**” of Unique Identification Authority of India (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) Fails or refuses to execute the Contract Form, if required;

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)

Non-Disclosure Declaration/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 **“Request for Proposal for empanelment of agencies for certifying Authentication and eKYC applications”** (hereinafter called the said 'RFP') to the Deputy Director General, 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 'UIDAI' and, WHEREAS, the Bidder is aware and confirms that the UIDAI's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the UIDAI in the RFP documents during the bidding/implementation process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the UIDAI.

NOW THEREFORE,

In consideration of disclosure of confidential information, and in order to ensure the UIDAI's grant to the Bidder of specific access to UIDAI'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 UIDAI 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 UIDAI. 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 UIDAI.

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/implementation 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 UIDAI 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 UIDAI 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/implementation process or thereafter may require the Bidder's personnel to be present on premises of the UIDAI or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the UIDAI while on or off premises of the Purchaser. It is understood that it would be impractical for the UIDAI 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 procure 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. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the UIDAI, the Bidder shall promptly deliver to the UIDAI 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 and promptly certify such destruction.

7. Confidential Information shall at all times remain the sole and exclusive property of the UIDAI. Upon completion of the Tendering/implementation process and/or termination of the contract or at any time during its currency, at the request of the UIDAI, the Bidder shall promptly deliver to the UIDAI 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 UIDAI. Without prejudice to

the above the Bidder shall promptly certify to the UIDAI, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the UIDAI in respect of the Confidential Information.

8. 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 UIDAI to enable the UIDAI 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 UIDAI. 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:

CONTRACT

THIS AGREEMENT made this _____ day of between the Unique Identification Authority of India acting through Chief Executive Officer or any other representative authorized by Chief Executive Officer, Unique Identification Authority of India 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, Legal Representatives and permitted Assigns of the SECOND PART.

WHEREAS Unique Identification Authority of India is desirous of entering into a contract for **“Empanelment of agencies for certifying Authentication and eKYC applications”** with the **Vendor**, for certification of Authentication and eKYC applications used in the ecosystem of Unique Identification Authority of India, and has accepted that Vendor shall be paid by the **respective agency/organization owning the application** the contract amount for provisioning of Certification Services at a total cost not exceeding (**Rupees**).

AND WHEREAS the **Vendor** has agreed to provide 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 **“Empanelment of agencies for certifying Authentication and eKYC applicaiton”**for the **applications used in the ecosystem** of Unique Identification Authority of India, including

(i)	Invitation to Empanelment	Section I
(ii)	Introduction	Section II
(iii)	Instruction to Bidders	Section III
(iv)	Scope of Work	Section IV
(v)	Terms & Conditions of Empanelment	Section V
(vi)	Annexures	Section VI

B. Clarifications issued by the Unique Identification Authority of India.

- C. 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 Unique Identification Authority of India to the **Vendor** as hereinafter mentioned, the **Vendor** hereby covenants with the Unique Identification Authority of India to provide the services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.
4. The Unique Identification Authority of India hereby covenants that Vendor shall be paid by the **agency/organization** in consideration of the provision of the Services as listed in Table below and the remedying of defects therein, the Contract Price 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.

Services					
Sl. No	Item Name	Item Description	Unit Cost	Taxes and Duties (in Rs)	Total Unit Cost (6=5+4) (in Rs)
1	2	3	4	5	6
1	Authentication/eKYC application cost	Cost for certifying each Authentication / eKYC application.	1		

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

Signature -----

Name -----

Designation -----

Address -----

Date -----

Signed, sealed and delivered for and on behalf of the Unique Identification Authority of India acting through Chief Executive Officer or any other representative authorized by Chief Executive Officer, Unique Identification Authority of India

Signature -----

Name -----

Designation -----

Address -----

-

Place : New Delhi

Date _____
Place New Delhi

In the presence of:

Signature _____

Name _____
Designation _____

Date _____
Place : New Delhi

In the presence of:

Signature _____

Name _____
Designation _____

Date _____
Place New Delhi

PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref.....

Bank Guarantee

No.....

Date.....

To

Unique Identification Authority of India,
 Government of India,
 3rd Floor, Tower II,
 Jeevan Bharati Building,
 Connaught Circus,
 New Delhi-110001

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Government of India, (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).

2. We.....
 ...(Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.

3. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Purchaser may have in relation to the Contractor's liabilities.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).

6. Notwithstanding anything contained hereinabove:

- Our liability under this guarantee is restricted to Rs. (in words & figures).
- This Bank Guarantee will be valid upto; and
- We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

(Designation with Bank Stamp)

Attorney as per
Power of Attorney No.....
Dated.....

