

NOTICE INVITING TENDER

F. No. A-33022/41/2018-UIDAI (Trg.)

(Unique Identification Authority of India (UIDAI), Government of India

Dated: 2nd May 2018

UIDAI Training, Testing and Certification Division invites online Proposals through Central Public Procurement Portal from eligible bidder which is valid for minimum 180 days from bid submission end date as mentioned in critical date sheet for “Engagement of Interactive Virtual Learning Development Agency and related services”. RFP documents may be downloaded from UIDAI Website: <https://uidai.gov.in/>(for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>.

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| Scope of Work | The Unique Identification Authority of India (UIDAI), Government of India invites proposals for Engagement of Interactive Virtual Learning Development Agency (Vendor) and related services for UIDAI Ecosystem. The vendor shall be responsible for updating the existing Training & Testing Content available with UIDAI/ Development of fresh Training and Testing Content/ Conduct Training Session/ Development and Maintenance of Learning Management System etc. More details on the scope of work and services expected from the agencies are provided in the Section 6: Scope of Work in the RFP document. |
| Tender Fee | Rs 500/- (Rupees Five Hundred only) in the form of Bank Demand Draft in name of “Unique Identification Authority of India, Government of India” and payable at New Delhi |
| Earnest Money Deposit to be submitted | Rs 2,00,000/- (Rupees Two Lakhs only) in the form of Bank Demand Draft in name of “Unique Identification Authority of India, Government of India” and payable at New Delhi |

CRITICAL DATE SHEET

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| Published Date | 02.05.2018 (17:00 Hours) |
| Bid Document Download / Sale Start Date | 02.05.2018 (17:00 Hours) |
| Clarification Start Date(only through e-mail) | 02.05.2018 (17:00 Hours) |
| Pre bid meeting | 09.05.2018 (11:00 Hours) |
| Clarification End Date(only through e-mail) | 16.05.2018 (11:00 Hours) *Any clarification post this date & time will be rejected and not answered by UIDAI |

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| mail) | |
| Reply to Clarification Date | 23.05.2018 (18:00 Hours) |
| Bid Submission Start Date | 23.05.2018 (18:00 Hours) |
| Bid Submission End Date | 31.05.2018 (18:00 Hours) |
| Bid Opening Date | 05.06.2018 (11:00 Hours) |

2. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the ‘Instructions to the Bidders 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 200 dpi with black and white option which helps in reducing size of the scanned document.
3. Not more than one bid shall be submitted by one Bidder. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to bid for the same contract as separate competitors. A breach of this condition will render the bids of both parties liable to rejection.
4. Bidder who has downloaded the RFP from the UIDAI website <https://uidai.gov.in> and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the RFP form including downloaded price bid template in any manner. In case if the same is found to be tempered /modified in any manner, Bid will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with UIDAI.
5. Based on queries received from prospective bidders, if required, UIDAI may amend the RFP/issue corrigendum. Bidders are advised to visit again UIDAI website <https://uidai.gov.in> and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of RFP for any corrigendum / addendum/ amendment.
6. 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.
7. The Hard Copy of original instruments in respect of Tender Fee of RFP document and Earnest Money Deposit shall be submitted on or before bid opening date/time as mentioned in critical date sheet to Assistant Director General (ADG) Training, Unique Identification Authority of India (UIDAI), Government of India, 9TH Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.

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Yours sincerely,
ADG (Training)

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SECTION 1 - INSTRUCTIONS FOR BIDDERS PART I - ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this RFP document has been published on the Central Public Procurement 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>

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| 1. Registration | <ul style="list-style-type: none"> (a) 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 “Click here to Enroll”. Enrolment on the CPP Portal is free of charge. (b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. (c) 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. (d) 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. (e) 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. (f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken. |
| 2. Searching for Tender Document | <ul style="list-style-type: none"> (a) 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. |

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| | <p>(b) 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.</p> <p>(c) 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</p> |
| 3. Preparation of Bid | <p>(a) Bidder should take into account any corrigendum published on the RFP document before submitting their bids.</p> <p>(b) Please go through the RFP document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers (Packets) 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.</p> <p>(c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the RFP document / schedule and they can be in PDF and XLS formats only. Bid documents may be scanned with minimum 200 dpi.</p> <p>(d) 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” area available to them to upload such documents.</p> <p>(e) 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.</p> <p>(f) Bidder has to submit all the document required in the Proposal only and may not submit additional documents.</p> |
| 4. Submission of Bid | <p>(a) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be</p> |

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| | <p>responsible for any delay due to other issues.</p> <p>(b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the RFP document.</p> <p>(c) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.</p> <p>(d) The bidder shall seal the original Bank Draft/Pay order /Bank Guarantee as per Tender Fee and EMD in an envelope. The Bidder shall mark its name and RFP reference number on the back of the Bank Draft/ Pay order before sealing the same. The name and address of the bidder and the RFP Reference Number shall be marked on the envelope.</p> <p>(e) The envelope shall also be marked with a Sentence “NOT TO BE OPENED BEFORE the Date and Time of Bid Opening”. If the envelope is not marked as specified above, UIDAI will not assume any responsibility for its misplacement, pre-mature opening etc.</p> <p>(f) The bidder shall deposit the envelope in person to the Tender Inviting Authority – ADG Training UIDAI HQ.</p> <p>(g) In case EMD and Tender Fee Draft are sent through Speed Post in the name of Assistant Director General (ADG) Training, please ensure that it must reach Training and Certification Section of UIDAI as per bid Opening date and time mentioned Notice Inviting Tender. EMD not meeting above deadlines will not be accepted and their uploaded bid will be rejected.</p> <p>(h) A standard BoQ format has been provided with the RFP document to be filled by all the bidders as Financial Proposal. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. 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.</p> |
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| | <p>(i) 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.</p> <p>(j) 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.</p> <p>(k) The uploaded Bid documents become readable only after the Tender opening by the authorized bid openers.</p> <p>(l) Upon the successful and timely submission of bids, 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.</p> <p>(m) 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.</p> |
| 5. Assistance to Bidders | <p>(a) Any queries relating to the RFP 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 RFP.</p> <p>(b) 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 contact number for the helpdesk is 1800 233 7315, 91-7878007972 and 91-7878007973, 0120-4200462, 0120-4001002 , 91-8826246593</p> |
| 6. Online Submission of Bid | <p>(a) The Bid/Proposal shall be submitted online in 2 Packets, viz., with a mandatory Checklist/Index (with page number) of all the documents submitted in Packet I and Packet II.</p> <p>(b) 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.</p> <p>(c) All the files mentioned below should be in .PDF</p> |

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| | <p>format except for the BoQ which should be .xls format.</p> <p>(d) The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.</p> |
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SECTION 2: INSTRUCTIONS FOR BIDDERS PART II- STANDARD

| PARAGRAPH NUMBER | DESCRIPTION |
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| Definitions | <p>(e) “Assignment / job” means the work to be performed by the Bidder pursuant to the Contract.</p> <p>(f) “Bidder” means any entity or person that may provide or provides the Services to the Employer under the Contract.</p> <p>(g) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, which is the General Conditions (GC), the Special Conditions (SC), and the Appendices.</p> <p>(h) “CDA” means the Content Development Agency appointed by the Employer.</p> <p>(i) “Day” means calendar day.</p> <p>(j) “Employer” means the Unique Identification Authority of India (UIDAI), a statutory authority established under the provision of the Aadhaar (Target Delivery of Financial and Other Subsidies, Benefits, and Services) Act 2016, under Ministry of Electronics and Information Technology (MeitY), Government of India acting through Chief Executive Officer (CEO) or any other representative of CEO, UIDAI.</p> <p>(k) “Government” means the government of the Employer’s country. In this RFP “Government” means Government of India.</p> <p>(l) “Instructions to Bidder Part I - Online Bid Submission (Section I of the RFP) means document which provide the interested bidder with information related to online submission of bid.</p> <p>(m) “Instructions to Bidders Part II- Standard (Section 2 of the RFP) mean the document which provides interested Bidders with all information needed to prepare their Proposals.</p> <p>(n) “Instruction to Bidders Part III- Data Sheet (Section 3 of the RFP) means the document which provides specific information related to the scope of work.</p> <p>(o) “Personnel” means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof;</p> <p>(p) “Proposal” means the Full Technical Proposal and the Financial Proposal.</p> <p>(q) “Request for Proposal” (RFP) means this document</p> |

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| | <p>which explains scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the assignment.</p> <p>(r) “SOW” means the document included in this RFP, Section 6 which explains the objective, scope of work, activities, tasks to be performed, respective responsibility of the employer and the Bidder, and expected results and deliverables.</p> |
| 1.Introduction | <p>(a) The UIDAI will engage Interactive Virtual Learning Development Agency and related services for UIDAI Ecosystem (Vendor), in accordance with the method of selection and scope of work specified in consecutive paragraphs.</p> <p>(b) Evaluation Criteria- Pre-qualification Evaluation against the laid down eligibility criteria followed by Technical Evaluation of eligible bidders which will be followed by Financial Evaluation.</p> <p>(c) The detailed scope of the assignment/ job has been described in Section 6.</p> <p>(d) The date, time and address for submission of the proposals have been given in Notice Inviting Tender.</p> <p>(e) Interested Bidders are invited to submit Full Technical Proposal and Financial Proposal, for services required for the assignment mentioned in Section 6.</p> <p>(f) The Pre bid clarifications, Proposal, technical presentation, Technical Qualification Criteria and any clarifications provided by the Bidder or the Employer along with the Scope of Work as per Section 6, will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.</p> <p>(g) Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals.</p> <p>(h) To obtain first hand information on the Scope of Work and other Local conditions, Bidders are encouraged to visit the Employer on Pre-bid meeting date and place specified in Notice Inviting Tender before submitting their proposal.</p> <p>(i) Bidder should send all the clarifications via standard electronic mail addressed to below mentioned Employer’s Representative as per the specified</p> |

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| | <p>guidelines only – <i>Group Captain Daves Singh</i> <i>Asst. Director General (ADG),</i> <i>Unique Identification Authority of India (UIDAI),</i> <i>Government of India</i> <i>9th Floor, Tower I, Jeevan Bharati Building,</i> <i>Connaught Circus, New Delhi – 110001</i> <i>Email Id: daves.singh@uidai.net.in</i></p> <p>(j) The Employer will provide clarification (not more than 10 queries per bidder) to the bidder’s queries and other important clarifications requested during the pre bid meeting held at address mentioned below via publishing the reply on Central Public Procurement Portal on or before bid submission start date.</p> <p><i>Conference Hall</i> <i>Unique Identification Authority of India (UIDAI),</i> <i>Government of India</i> <i>3rd Floor, Tower II, Jeevan Bharati Building,</i> <i>Connaught Circus, New Delhi – 110001</i></p> <p>(k) Bidders are requested to use “Annexure F” provided in subsequent sections for requesting any clarifications from the Employer before the submission of Bid.</p> <p>(l) Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.</p> <p>(m) The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability or payment to the Bidders.</p> |
| 2.Unfair Advantage | <p>(a) If a Bidder could derive a competitive advantage from having provided consulting services related to the assignment in question, the Employer shall make available to all other Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.</p> |
| 3. Fraud and Corruption | <p>(a) It is required that Bidders participating in the RFP adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. The Employer defines, for the purpose of this paragraph, the terms set forth below :-</p> <p>(i) “corrupt practice” means the offering, giving,</p> |

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| | <p>receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the EC(Evaluation Committee), in the selection process or in contract execution;</p> <p>(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;</p> <p>(iii)“collusive practices” means a scheme of arrangement between two or more bidders with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;</p> <p>(iv)“coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in bidding process, or affect the execution of a contract;</p> <p>(b) Employer will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;</p> <p>(c) The Bidders shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.</p> <p>(d) Bidders shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Bidder is awarded the Contract</p> |
| 4.Only One Proposal | <p>(a) A Bidder may only submit one proposal.</p> <p>(b) If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.</p> |
| 5.Proposal Validity | <p>(a) The Bidders’ Proposals must remain valid for 180 days from the bid submission end date.</p> <p>(b) During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal and fully commit to their financial proposal, unchanged.</p> <p>(c) The Employer will make its best effort to complete evaluation within this period.</p> <p>(d) Should the need arise, however, the Employer may request Bidders to extend the validity period of their proposals.</p> <p>(e) Bidders who agree to such extension shall confirm</p> |

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| | <p>that they maintain the availability of the Professional staff nominated in the Proposal and fully commit to their financial proposal, unchanged, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award.</p> <p>(f) Bidders who do not agree, have the right to refuse to extend the validity of their Proposals, under such circumstances, the Employer shall not consider such proposal for further evaluation.</p> |
| <p>6. Clarification and Amendment of RFP Document</p> | <p>(a) Bidders may request a clarification with respect to the RFP document on or before exact date indicated in Notice Inviting Tender, in the Format-Annexure F suggested in section 3.</p> <p>(b) No clarifications will be accepted which are received after the exact date specified in Notice Inviting Tender.</p> <p>(c) Requests for clarification must be sent by standard electronic means (e-mail) to the Employer's representative as indicated below and will be limited to –</p> <p>(i) Reply to the queries received (before the clarification end date as per Notice Inviting Tender) online through standard electronic mode via email addressed to ADG (Training)</p> <p>(ii) Reply to the noted clarification/queries requested by the interested bidder during the Pre-Bid meeting</p> <p>(d) The Employer's representative will respond via Central Procurement Portal (including an explanation of the query but without identifying the source of inquiry) to all the Bidders.</p> <p>(e) A pre bid meeting will be held to address the queries of the applicants as per the date indicated in Notice Inviting Tender Document.</p> <p>(f) Should the Employer deem it necessary to amend the RFP as a result of a clarification, at any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum/ corrigendum in writing by standard electronic means i.e. publishing on UIDAI website and on Central Public Procurement Portal.</p> <p>(g) To give Bidders reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial,</p> |

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| | <p>extend the deadline for the submission of Proposals.</p> <p>(h) Employer shall not provide any clarifications regarding RFP clauses to the bidder once the bids are opened.</p> <p>(i) Employer is not bound to accept any modifications/suggestions provided by the Bidder which may have any financial effect on the proposal.</p> |
| 7. Preparation of Proposals | <p>(a) The Proposal as well as all related correspondence exchanged by the Bidders and the Employer shall be written in English.</p> <p>(b) In preparing their Online Proposal, Bidders are expected to examine in detail the documents comprising this RFP, Pre-bid clarifications, any amendment/corrigendum issued.</p> <p>(c) Material deficiencies in providing the information requested may result in rejection of a Proposal.</p> <p>(d) Conditional Offer or modification of the format provided in this document may lead to rejection of the proposal at any stage during the evaluation and before award of contract and Employer will not be liable for any loss/cost incurrent by the bidder.</p> |
| 8. Tender Fee | <p>(a) Bidders are required to pay Rs. 500/- (Five Hundred only) towards Tender Fees in the form of Demand Draft drawn in favor of ‘Unique Identification Authority of India, Government of India’ and payable at New Delhi. The Tender Fee is Non-Refundable.</p> <p>(b) Proposal not accompanied by Tender Fee shall be rejected.</p> |
| 9. Earnest Money Deposit EMD), and Performance Guarantee. | <p>(a) Bidders are required to pay Rs. 2,00,000/- (Two lakhs only) towards Earnest Money Deposit (EMD) in the form of Demand Draft drawn in favor of ‘Unique Identification Authority of India, Government of India’ and payable at New Delhi.</p> <p>(b) Proposals not accompanied by EMD shall be rejected</p> <p>(c) No interest shall be payable by the Employer for the sum deposited as Earnest Money Deposit.</p> <p>(d) No bank guarantee will be accepted in lieu of the earnest money deposit.</p> <p>(e) The EMD of the unsuccessful bidders would be returned back after signing of the contract with the successful bidders.</p> <p>(f) EMD is exempted for those bidders who are</p> |

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| | <p>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).</p> <p>(g) The EMD shall be forfeited by the Employer in the following events:</p> <p>(i) If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.</p> <p>(ii) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.</p> <p>(iii) If the Bidder tries to influence the evaluation process.</p> <p>(iv) If the L1, L2, L3 or so on bidder withdraws its proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the bidder).</p> <p>(v) If the Formats to prepare the proposal are found to be modified by the Bidder</p> |
| 10. Language | <p>(a) While preparing the Online Full Technical Proposal, Bidders must give particular attention to the following:</p> <p>(i) Proposal/Documents to be issued/uploaded by the Bidders as part of this assignment must be in English language only.</p> <p>(ii) Checklist with Page Numbers for entire proposal</p> |
| 11. Full Technical Proposal Format and Content | <p>(a) Bidders are required to submit the Full Technical Proposal (FTP) which includes Checklist/Index (with page numbers) of FTP, Scan Copies of Fee Instruments and Standard Forms/Formats for eligibility Documents with supporting documents (Packet I Part I) and Standard Technical Forms with supporting documents (Packet I Part II).</p> <p>(b) Formats for all the Standard forms are provided in Section 4 of this RFP.</p> <p>(c) Conditional Bid submitted by the Bidder will be rejected without giving any clarifications.</p> <p>(d) All the pages of the Proposal must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before</p> |

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| | <p>uploading.</p> <p>(e) Technical Proposal to be submitted in .PDF Format. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.</p> <p>(f) The Full Technical Proposal shall be used by the Employer to perform Pre-Qualification Criteria evaluation and Technical Criteria evaluation. The Proposal which fails to pass the Pre-qualification Criteria will be rejected from Technical Criteria evaluation.</p> <p>(g) Pre Qualification Criteria Forms includes – Duly Filled Form 1 - Eligibility Document Submission form and Dully Filled Form 2- Details of the Applicant’s Operations and Business in India.</p> <p>(h) All the information mentioned in the Form 1& 2 must be supported by the below mentioned artifacts/ documents:-</p> <ul style="list-style-type: none"> (i) Certificate of Incorporation (ii) Memorandum and Articles of Association (iii) GST Registration Number (iv) PAN Number (v) Any other relevant Registration Documents on registration with other appropriate authorities (ESIC, EPFO etc.) (vi) Copy of Work Order in any of the related activity signed in year 2012 (vii) Audited Financial Statements OR CA Certificate for confirming order value, area of activity and completion status with time lines (viii) Copy of Work orders showing terms of reference and scope of work and completion certificates OR Copy of Work orders showing terms of reference and scope of work of assignment AND Certificate from practicing CA confirming year, value & area of activity against project completion of one (1) assignment for a Govt. client (ix) Certificate from Head (HR)/ Company secretary for number of technically qualified professionals engaged each domain OR Certificate from Head (HR)/ Company |
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| | <p>secretary on the arrangements with the external Experts if any (Include appropriate supporting Documents of engagement)</p> <p>(x) CEO/MD Self Declaration on Single Applicant</p> <p>(xi) CEO/MD Self Declaration on Blacklisting</p> <p>(xii) ISO Certificates</p> <p>(i) The Technical Proposal consists of 5 separate Forms provided in Section 4. The brief description of each Technical Form is stated below.</p> <p>(i) Important Note: Information should be provided only for those assignments for which the Bidder was legally contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experiences if so requested by the Employer during the Evaluation by calling for a Meeting with the Evaluation Committee. All the fields mentioned in the Forms are mandatory and any modification of the format may lead to rejection of the complete proposal at any stage before the award of contract.</p> <p>(ii) Form TECH 1 –Technical Proposal Submission Form Bidder has to submit this form containing their willingness to participate in the RFP and brief information about their capabilities in related work.</p> <p>(iii) Form TECH 2 A and B – Relevant Experience of Bidder: - The outline of FORM should indicate the Brief Overview of the Assignments related to Scope of Work of this RFP, Client name, Value of Contract, Period of Contract and other details required for Technical Evaluation. Bidder needs to submit the supporting Work Order, Project completion certificates etc. to support the information provided in this form</p> |
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| | <p>(iv) Form TECH 3- Approach and Methodology – Bidder has to describe their developmental approach, methodology and timelines with reference to Scope of Work (SOW) mentioned in Section 6.</p> <p>(v) Form TECH 4 Team Composition- Bidder has to submit the Total Employee strength w.r.t. to the items mentioned in this RFP. Additionally it should contain Names of the proposed Professional staff team to be engaged in this assignment for performing the activities mentioned in Form TECH 4. This FORM should also contain the details of each staff member with their area of expertise, existing designation, the position that would be assigned to each staff team member and their tasks is provided under this assignment.</p> <p>(vi) Form TECH 5 - CVs of the Professional staff – Curriculum Vitae of each professional staff mentioned in FORM Tech 5. Each CV should be signed by the staff themselves or by the authorized HR Representative of the Professional Staff.</p> |
| 12. Financial Proposals | <p>(a) The Financial Proposal shall be prepared using the FORM FIN I- Financial Proposal Submission form.pdf, FORM FIN 2- List of Professional Staff.pdf and FORM FIN 3- Total Cost of Service in – BOQ1_.xls (Section 5).</p> <p>(b) The financial proposal shall not include any conditions/pre requisite etc. attached to it and any such conditional financial proposal shall be summarily rejected.</p> <p>(c) The financial proposal/rates/cost shall not be mentioned into the Full Technical Proposal and any such proposal is found, it shall be rejected.</p> <p>(d) The financial proposal shall be submitted in .xls format (BoQ) only except for the Financial Proposal Submission Form which is in. pdf format.</p> |
| 13. Taxes | <p>(a) The Bidder may be subject to local taxes (such as: value added or sales tax, service tax, duties, fees, levies) on amounts payable by the Employer under the Contract. Bidders shall include such taxes in the financial proposal.</p> <p>(b) Bidders should provide the price of their services in</p> |

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| | Indian Rupees only. |
| 14. Performance Bank Guarantee | <p>(a) The selected Bidders shall be required to furnish a Performance Bank Guarantee within 15 days of issuance of “Letter of Intent (LOI)” by the Employer.</p> <p>(b) Employer may cancel the Letter of Intent, in case Bidder fails to submit the PBG in stipulated time period without giving any notice/clarifications to the selected Bidder.</p> <p>(c) The PBG shall be equivalent to 10% of the Total Contract value as indicated in the “Letter of Intent” issued by the Employer and submitted in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favor of “Unique Identification Authority of India, and Government of India” for the entire period of contract with an additional 90 days claim period.</p> <p>(d) The bank guarantee must be submitted after issue of Letter of Intent (LOI) but before signing of the contract.</p> <p>(e) The successful bidders have to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any and the claim period of 90 days.</p> <p>(f) Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract.</p> <p>(g) Bidder has to obtain a completion certificate from the Employer Representative stating the satisfactory completion of the project before requesting the return of PBG.</p> <p>(h) On submission of this performance guarantee and after signing of the contract with the successful bidder, EMD of the all the bidders would be returned/ refunded.</p> <p>(i) The format for the Performance Bank Guarantee is the same as the “Format of Bank Guarantee” provided in pages Appendix F of RFP.</p> <p>(j) The PBG shall be invoked by the Employer in case the selected Bidder fails to discharge their contractual obligations during the contract period or Employer occur any loss due to Bidder’s negligence in carrying out the project implementation as per</p> |

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| | <p>Terms and Condition/time lines mentioned in the signed contract.</p> <p>(k) The PBG may be invoked by the Employer in case the selected Bidder fails to sign the final contract after acceptance of LOI, submission of PBG and after 15 days of final notice being issued by the Employer to the bidder.</p> |
| 15. Submission, Receipt, and Opening of Proposals | <p>(a) The Proposal shall be submitted online as per Section I – Instruction to bidder Part I. The important dates related to Bid submission, Bid closing & Bid opening are mentioned in Notice Inviting Tender Document.</p> <p>(b) From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to Technical and/or Financial Proposal by themselves.</p> <p>(c) Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.</p> <p>(d) The Employer shall constitute an Evaluation Committee (EC) which will carry out the entire evaluation process.</p> <p>(s) The Bidder should note, that, in case any of the deviation(s) or assumption(s), indicated by the Bidder in its Technical Bid in, 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.</p> <p>(e) The Employer 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.</p> <p>(f) The Employer 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.</p> <p>(g) Arithmetical errors will be rectified on the following basis- If there is a discrepancy between</p> |

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| | <p>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.</p> <p>(h) A bid determined as not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p> <p>(i) The Employer 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.</p> <p>(j) The Employer will determine to its satisfaction whether the Bidder selected as having submitted the best responsive bid is qualified to satisfactorily perform the Contract. 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 Employer deems necessary and appropriate.</p> <p>(k) 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.</p> |
| 16. Evaluation of Full Technical Proposal | <p>(a) The Evaluation Committee (EC) shall first evaluate Pre-Qualification Criteria as per Pre-qualification Evaluation Criteria mentioned in Section 3.</p> <p>(b) The Technical Proposal shall be evaluated only for those bidders who pass the Pre-Qualification Criteria. The E.C. while evaluating the Full Technical Proposal shall have no access to the Financial Proposals and it will remain unopened.</p> <p>(c) The EC shall evaluate the Technical Proposals on the basis of the Technical Evaluation Criteria specified in Section 3.</p> <p>(d) Proposal shall be rejected if it is found deficient/modified as per the requirement/terms and conditions mentioned in preparing Full</p> |

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| | <p>Technical Proposal.</p> <p>(e) Bidders shall make presentation to Evaluation Committee (if required by the Employer) during the evaluation of the Technical Proposal.</p> <p>(f) Bidder shall submit any required/additional information/artifacts (if required by the Employer) for evaluation of the Full Technical Proposal.</p> <p>(g) Each Technical Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, & particularly the Terms of Reference or if it fails to achieve the minimum technical score of 70 Points out of 100 points.</p> <p>(h) The bidders who had passed the Pre-qualification Criteria and scored a Technical Score of above 70 points; will be informed by notifications send through Central Public Procurement Portal.</p> |
| 17. Opening and Evaluation of Financial Proposals - | <p>(a) Financial proposals of only those Bidders who are technically qualified shall be opened.</p> <p>(b) The date and time of Opening of Financial bid will be notified to the Bidders via Central Procurement Portal.</p> <p>(c) All the technically qualified bidders whose Financial Proposal is opened will be informed about the cost/financial score through notifications send through Central Public Procurement Portal.</p> <p>(d) Important details required for providing the cost is mentioned in the sample BoQ format provided in section</p> |
| 18. QCBS Mode of Evaluation and Final Selection | <p>(a) The final evaluation of the bids will be based on 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).</p> <p>(b) The Bid, that obtains the highest Total Score (TS) value, will be rated as the Best Evaluated Bids. The lowest price evaluated on QCBS shall be accepted as the tender rate for providing contract.</p> <p>(c) Detailed criterion is explained in the subsequent section.</p> |
| 19. Negotiations | <p>(a) Negotiations will be held at the address indicated in the Section 3 with the L1 bidder only.</p> <p>(b) The invited Bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff during such negotiations.</p> |

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| 20. Financial and Technical Negotiations | <p>(a) Technical Negotiations will include a discussion of the Technical Proposal, the Proposed Technical Approach and Methodology, work plan, timelines and Professional Staff for improvement of quality of existing Scope of Work.</p> <p>(b) Any suggestion made by the Bidder to the Employer will be incorporated in the Contract keeping in view that the suggestion does not have any additional financial implication on the Employer apart from the Financial Proposal submitted by the Bidder.</p> <p>(c) Bidder shall ensure that all the inputs/facilities required from the Employer shall be put forth to ensure satisfactory implementation of the Assignment.</p> <p>(d) Negotiation will be finalized through drafting of the Final Contract.</p> <p>(e) The Final Contract and other points negotiated between the Employer and the Bidder shall be reviewed/approved by the Employer.</p> |
| 20. Conclusion of the negotiations | <p>(a) After completing negotiations the Employer shall issue a Letter of Intent to the selected Bidder, and promptly notify the selected Bidder about the decision taken on the negotiated points.</p> <p>(b) Bidder has to submit a Performance Bank Guarantee within 15 days after the issue of Letter of Intent.</p> |
| 21. Award of Contract | <p>(a) The bidders will sign the Contract after fulfilling all the formalities/pre-conditions mentioned in the Letter of Intent within 15 days of issuance of the Letter of Intent.</p> <p>(b) The Bidder is expected to “Commence the Service” within 15 days of contract signing.</p> <p>(c) The contract will be awarded for a period of 3 years from the date of signing of the Contract.</p> |
| 22. Confidentiality | <p>(a) Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the Award of Contract.</p> <p>(b) The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.</p> |

SECTION 3: INSTRUCTIONS TO BIDDERS PART III- DATA SHEET

| REFERENCE -SECTION- 2 PART II (STANDARD) | DESCRIPTION | | |
|--|---|--|--|
| 16. Evaluation of Full Technical Proposal (pre-qualification evaluation) | Pre-Qualification Criteria (Packet 1 Part 1) | | |
| | The Evaluation Committee of the Employer shall follow a PASS / FAIL for particular criteria(s) as mentioned in the table below. The Bidder should PASS all the mandatory eligibility criteria (pre-qualification) for the evaluation of the Technical Proposal. | | |
| | Note: The evaluation shall be strictly based on the information and supporting documents provided by the Bidder. It is the responsibility of the Bidder to provide all supporting documents necessary to fulfill the mandatory eligibility criteria. In case, information required by Employer is not provided by applicant, Employer shall proceed with evaluation based on information provided and shall not request the bidder for further information. Hence, responsibility for providing information as required in this form lies solely with Bidder. | | |
| | SNO. | Criteria | Documents to be submitted in support of Criteria |
| | 1. | Eligibility Documents submission Form duly signed by an authorized signatory of the bidder | Form – 1 |
| 2. | Details of applicant’s operations and Business in India | Form -2 | |
| 3. | The bidder should not be blacklisted / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, | CEO/MD - Self-declaration | |

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| | | State Governments and PSUs | |
| | 4. | The Bidder should be an Organization or institution registered under Indian Company Act 1956 and engaged in business of Virtual Interactive Learning Department/Revision/Training Delivery/Learning Management System and Maintenance Project from last 5 years . | (i) Certificate of Incorporation (ii) Memorandum and Articles of Association (iii) GST Registration Number (iv) PAN Number (v) Any other relevant Registration Documents on registration with other appropriate authorities (ESIC, EPFO etc.) (vi) Copy of Work Order in any of the related activity signed in year 2012 |
| | 5. | The bidder should have an annual average turnover of at least Rs.3 crore (Rupees three crores) in each of the previous three financial years (2014-15, 2015-16 and 2016-17). | Audited Financial Statements OR CA Certificate for confirming order value, area of activity and completion status with time lines |
| | 6. | The bidder should have completed at least one (1) assignment of contract value of 1 crore or two (2) | Copy of Work orders showing terms of reference and scope of work and completion certificates |

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| | | assignment of contract value 50 lakhs or three (3) assignment of contract value 35 lakhs each- covering all the activities namely e-learning, classroom training and blended learning in any of the preceding 3 years | OR Copy of Work orders showing terms of reference and scope of work of assignment AND Certificate from practicing CA confirming year, value & area of activity against project completion |
| | 7. | The bidder should have completed atleast one (1) assignment for Government Client covering all the activities namely e-learning, classroom training blended learning with an order value of atleast 50 Lakhs, in any of the preceding 3 years. | Copy of Work orders showing terms of reference and scope of work and completion certificates OR Copy of Work orders showing terms of reference and scope of work of assignment AND Certificate from practicing CA confirming year, value & area of activity against project completion |
| | 8. | The Bidder should have at least 30 full time experts in various domains namely Instructional design, Development of Training Modules , Development of Computer Based Training Content, Test Structure and Question Bank Design, Development and Management of LMS and | Certificate from Head (HR)/ Company secretary for number of technically qualified professionals engaged various domain with names, domain name, experience and project aligned OR |

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| | | Class Room Training Delivery etc. | Certificate from Head (HR)/ Company secretary on the arrangements with the external Experts if any (Include appropriate supporting Documents of engagement) |
| | 9. | The bidder should be single applicant and not a consortium However, external Subject Matter Expert(SME)'s may be associated as part of the Team | CEO/MD - Self-declaration |
| | 10. | Bidder should have ISO Certificate 9001 or any other equivalent or better quality certification. | Certificate(s) |
| 16. Evaluation of Full Technical Proposal (Technical Evaluation) | (a) | Technical Evaluation Criteria- Criteria, sub-criteria, and point system for the Detailed Evaluation of Technical Proposals are mentioned below as Annexure A . | |
| | (b) | Scoring will be done by benchmarking the best bidder performance against any criterion i.e. the best bidder will be scored highest marks and other's will be scored accordingly. | |
| | (c) | Maximum points obtained for the criteria = 100 | |
| | (d) | The minimum technical score required to pass is: 70 Points (Sum of all the sub criterions) | |
| 17. Evaluation of Financial Proposal | The Bid Value shall be equal to the amount specified in "BOQ.XLS " as Total Bid Price ("F"). The Total Bid Price, computed as above, shall be used for the purpose of commercial evaluation of bids, a Commercial Bid score (S _F) in percentage shall be assigned to each Bid. Commercial Bid Score (S _F) in percentage for each Bid shall be computed as follows: S _F = 100 x (FL/ F); Where: • F is the Total Bid Price quoted in the Bid under consideration • FL is the value of lowest Commercial Bid" | | |
| 18. QCBS Evaluation | (a) | QCBS Evaluation- Technical Bid Score will get a weightage of 70% (denoted by T) and Commercial Bid Score a weightage of 30% (denoted by C). Description of variables used: S _T is the Technical Score for each Bid as calculated out | |

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| | <p>of 100%</p> <p>S_F is Total Commercial Score (normalized) for each Bid</p> <p>(b) 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%):</p> <p>Total Score (T_s) for each Bid shall be computed as follows:</p> <p>T_s = S_T x T% + S_F x C%</p> <p>(c) The Bid, that obtains the highest Total Score (TS) value, will be rated as the Best Evaluated Bids. The lowest price evaluated on QCBS shall be accepted as the tender rate for providing contract.</p> | | | |
| 6 (a).Clarification and Amendment of RFP Document- Annexure F | S.NO | Page Number and Section , Clause, sub clause | Existing Text | Request/Change suggested/query |
| | | | | |

Annexure A –Technical Evaluation Parameters

| 1 | Previous Experience and company background | SUBDIVISION | Max Marks |
|---|---|-------------|-----------|
| <p>The Bidder will be evaluated on the basis of the past performance of the bidder in providing similar solutions comparable to the complete Scope of Work, Magnitude of Assignment in terms of manpower engagement, Type of Assignment & Value of Assignment.</p> <p>FORM 1, FORM 2, FORM TECH 2 AND FORM TECH 4 to be used to provide this information.</p> | <p>Annual turnover of the company</p> <p>a) Minimum 3 crore : 4 points b) Over 3 crore upto 6 crore : 6 points c) Over 6 crore upto 9 crore: 8 points d) Over 9 crore: 10 points</p> | 10 | 60 |
| | <p>Company turnover of the company w.r.t. to related work in last 3 years (Instructional design, Development of Training Modules , Development of Computer Based Training Content, Test Structure and Question Bank Design, Development and Management of LMS and Class Room Training Delivery)</p> <p>a) Minimum 1 crore : 4 points b) 2 crore : 6 points c) 3 crore : 8 points d) Above 4 crore : 10 points</p> | 10 | |
| | <p>Work done with any Ministry or Department or Institution of the Government of India in e-learning, Instructor-Led-Training and blended learning agenda– (minimum contract value of 50 Lakhs)</p> <p>a) Minimum 1 client: 4 points b) 3 client : 6 points c) 5 client: 8 points d) 7 clients: 10 points</p> | 10 | |
| | <p>Number of years spent in e-learning, Instructor-Led-Training (ILT) and blended learning content development</p> <p>a) Minimum 5 years’ experience: 4 points b) More than 5 years to 7 years: 6 points c) More than 7 years to 9 years : 8 points d) More than 9 years’ experience: 10 points</p> | 10 | |

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| | | Work done in designing, developing and deploying open sources LMS for e-learning programs and hosting on client data center. a) Minimum 1 project: 4 points b) 3 projects : 6 points c) 5 projects : 8 points d) 7 or more projects: 10 points | 10 | |
| | | Number of employees engaged in Instructional design-ILT and Virtual Learning Content Development, Development of Computer Based Training Content and Mobile Nuggets, Development of Training and Testing Content, Development and Maintenance of LMS and Class Room Training Delivery a) Minimum 30 employees : 4 points b) 31 – 40 employees : 6 points c) 41 – 50 employees : 8 points d) 51- 60 and above employees: 10 points | 10 | |
| 2 | Solution Proposed for the assignment and Proposed Staff | | | |
| . | Approach & Methodology FORM TECH 3, FORM TECH 4 and FORM TECH 5 to be used to provide this information | 1) Updation/Revision of existing Training and Testing Content | 5 | 40 |
| | | 2) Development of Virtual Learning Content Development and revision | 5 | |
| | | 3) Creation of Mobile-Nuggets and revision | 5 | |
| | | 4) Creation of Learning Management System | 5 | |
| | | 5) Maintenance of Learning Management System | 5 | |
| | | 6) Development of New Content (separate form to be used to sub items) , Translation of content in other Regional languages and revision | 5 | |
| | | 7) Conduct of Master Training Session | 5 | |
| | | | 8) Proposed Key Professional Staff in the related domain along with their CV | 5 |
| Total Technical Evaluation Score | | | | 100 |

SECTION 4: FULL TECHNICAL PROPOSAL - STANDARD FORMS

| | |
|-------------|---|
| Form-1 | Eligibility Document Submission Form |
| Form-2 | Details of the applicant's Operations and Business in India |
| Form TECH 1 | Technical Proposal Submission Form |
| Form TECH 2 | Relevant Experience of Bidder |
| Form TECH 3 | Approach and Methodology |
| Form TECH 4 | Team Composition |
| Form TECH 5 | CVs of the Professional staff |

Form – 1: Eligibility Document Submission form

(To be printed on company's Letter Head)

To,

Assistant Director General (ADG) -Training,
Address: Unique Identification Authority of India (UIDAI),
Government of India
9th Floor, Tower I, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110001

Subject: Submission of documents of Eligibility for Engagement of Content Development Agency for UIDAI Ecosystem

Dear Sir,

We, the undersigned, offer to provide services of Content Development Agency for UIDAI ecosystem partner in accordance with your Request for Proposal published on Central Public Procurement Portal. We are hereby submitting our eligibility documents along with the supporting document as required in the RFP.

2. We have read the provisions of the RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our bid documents or our proposal shall not be given effect to.

3. We hereby declare that all the information and statements made in this eligibility documents are true and accept that any misrepresentation contained in it may lead to our disqualification.

4. We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

5. Our correspondence details with regard to this RFP are:

| S.no | Information Required | Details to be furnished |
|------|--|-------------------------|
| 1. | Name of the applicant | |
| 2. | Designation of the applicant | |
| 3. | Address of the applicant | |
| 4. | Contact Details of Applicant (email, mobile number and Telephone Number) | |
| 5. | Name, Address and contact address of the person to whom all references shall be made | |

| | | |
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| | regarding this RFP | |
| 6. | Contact Details of Contact Person (email, mobile number and Telephone Number) | |

Sincerely,

[Applicant's Name with seal]

Name:

Title:

Signature:

Date:

Form-2: Details of the applicant's Operations and Business in India

| S. No. | Information Required | Details to be furnished | | |
|--------|--|--|--|--|
| 1. | Incorporation/registration Information | | | |
| | Incorporation status of the firm (public limited / private limited, etc.) | | | |
| | Details of company registration (Attach the photocopy of the registration) | Date of registration | | |
| | | ROC Reference No. | | |
| | Details of registration with appropriate authorities for service tax and other statutory taxes/duties (for each provide date of registration, registration reference/number and scan copies and any other relevant detail) | PAN GST ESIC EPFO | | |
| 2. | Turnover from in India: as revealed in Annual Financial Statements reported in India. | | | |
| | Financial Year | Revenue in INR in India -Overall | Revenue in INR in India – Related Scope of Work* | |

| | | | |
|----|--|--|------|
| | FY 2016-17 | | |
| | FY 2015-14 | | |
| | FY 2014-15 | | |
| | FY 2013-14 | | |
| | FY 2012-13 | | |
| 3. | Total company experience measured by years spent in e-learning, Instructor-Led-Training (ILT) and blended learning content development | | Yrs. |

Sincerely,

[Applicant's Name with seal]

Name:

Title:

Signature:

Date:

FORM TECH-1 TECHNICAL Proposal Submission Form

To:

Asst. Director General (ADG) - Training,
Training, Testing and Certification Division
Address: Unique Identification Authority of India (UIDAI),
9th Floor, Tower I, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110001

Subject: Submission of documents of Technical Evaluation for Engagement of
Content Development Agency for UIDAI Ecosystem

Dear Sir,

1. We, the undersigned, offer to provide services to UIDAI for Content Development Agency in response to your Request for Proposal published on Central Public Procurement Portal. We are hereby submitting our Proposal, which includes this Technical Proposal along with all the supporting documents.
2. We are submitting our Proposal confirming our liability as a Single bidder.
3. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
4. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate on our proposal and the detailed RFP requirements.
5. We hereby declare that our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations and as approved by the Employer.
6. We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date:

FORM TECH-2 BIDDER’S Organization and Relevant Experience

Please provide citations of all the relevant completed (at least 1 year after contract signing) assignments of the bidder in providing similar solutions comparable to the Scope of Work, Magnitude of Assignment in terms of manpower engagement, Type of Assignment & Value of Assignment. [This information shall be used to evaluate bidder as per the Section 3.

Note: In case, information required by UIDAI is not provided by bidder, UIDAI shall proceed with evaluation based on information provided and shall not request the bidder for further information. Hence, responsibility for providing information as required in this form lies solely with bidder]*

| A- Bidder’s Past Experience | | | | |
|------------------------------------|------------------------|-------------------------------------|--|----------------|
| S. No | Name of the Assignment | Client (Government dept. / Private) | Supporting documents (Work order and Completion certificate Client certificate to be enclosed) | Contract Value |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |
| 9 | | | | |
| 10 | | | | |

| B- Citation and Project Brief | |
|--|---|
| The citation mentioned below should indicate the following about the experience of the Bidder: <ul style="list-style-type: none"> (i) brief write up (ii) the scope of work (iii) effort proposed to be put in by the Bidder | |
| SI No | Brief description of Citations of the Previous Experience |
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |

FORM TECH-3 Description of Approach, Methodology, Work Plan and Project Schedule for Performing the Assignment (*Separate forms to be used for each items of Scope of Work/as per Technical Evaluation Criterion)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following 4 chapters and should be submitted for all the 4 aspects of the technical qualification criteria.

- a) Development Approach
- b) Methodology Used
- c) Quality Parameters
- d) Work Plan
- e) Project Schedule

- a) Developmental Approach and Methodology. In this chapter you should provide your development approach to for carrying out the activities and obtaining the expected output
- b) Methodology Used: You should explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- c) Quality Parameters: You should explain the quality parameters or processes which are followed to ensure your Development Approach and Methodology meets the expected quality and time lines laid down the Employer.
- d) Work Plan and Project Schedule: In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestone. The proposed work plan should be consistent with the Developmental approach and methodology, showing understanding of the RFP and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.

FORM TECH-4 Team Composition and Task Assignments for assignment mentioned in this RFP

Organization and Staffing. - In this chapter you should propose the structure and composition of your team who may be allocated for this assignment.

| A-COMPANY EMPLOYEE DETAILS | | |
|-----------------------------------|--|---|
| S.no | Expertise related to scope of work | Number of Experts engaged by the Bidder |
| 1. | Instructional design-ILT and Virtual Training Content Development | |
| 2. | Computer based training Content, and Mobile Nuggets etc | |
| 3. | Development of Training and Testing Content (both Text based or simulation based Content) | |
| 4. | Development and Maintenance of Learning Management System | |
| 5. | Classroom training delivery | |

| B-KEY PROFESSIONAL STAFF PROPOSED FOR THIS ASSIGNMENT | | | |
|--|--------------------------|-----------|------------------------------|
| S.no | Key Proposed Staff Name | Expertise | Qualification and Experience |
| 1. | Resident Project Manager | | |
| 2. | | | |

FORM TECH-5 Curriculum Vitae (CV) for PROPOSED KEY Professional Staff (for this assignment) * All fields are mandatory

1. Proposed Position [only one candidate shall be nominated for each position Expert]:
2. Name of Firm [Insert name of firm proposing the staff]:
3. Name of Staff [Insert full name]:
4. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
5. Total No. of years of experience (as required by this assignment):
6. Total No. of years with the firm (as required by this assignment):
7. Certifications and Trainings attended:
8. Details of Involvement in Projects listed in FORM TECH-2 (only if involved in the same):
9. Membership of Professional Associations:
10. Employment Record [Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: To [Year]:

Employer:

Positions held:

11. Detailed Tasks Assigned [List all tasks to be performed under this assignment]

12. Relevant Work Undertaken that Best Illustrates the experience as required for the proposed Role (provide maximum of 4 citations of 10 lines each) : List out assignments as stated below, in which the staffs have been fully involved and illustrate staff capability to handle the tasks listed under point 11 and as required for the role.

- a. Name of assignment or project:
- b. Year:
- c. Location:

- d. Employer:
- e. Main project features:
- f. Positions held:
- g. Value of Project (approximate value or range value): _____
- h. Activities performed:

13. Certification:

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

Date:

[Signature of staff member or authorized representative of the staff]Day/Month/Year
Full name of authorized representative:

SECTION 5: FINANCIAL PROPOSALS- STANDARD FORMS:

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided

- | | |
|------------|---|
| FORM FIN-1 | Financial Proposal Submission Form (in .pdf format) |
| FORM FIN-2 | List of all the Professional Staff for each item mentioned in Scope of Work |
| FORM FIN-3 | Cost of Service as per contract deliverables (in .xlsx format) |

FORM FIN-1 FINANCIAL Proposal Submission Form

To

Assistant Director General (ADG) -Training,
Address: Unique Identification Authority of India (UIDAI),
Government of India
9th Floor, Tower I, Jeevan Bharati
Building, Connaught Circus, New Delhi –
110001

Subject: Submission of Financial Proposal for Engagement of Content
Development Agency for UIDAI Ecosystem

Dear Sir,

We, the undersigned, offer to provide services to UIDAI for Content
Development Agency in response to your Request for Proposal published on
Central Public Procurement Portal. We are hereby submitting our Proposal,
which includes this Financial Proposal. Taxes and duties shall be as applicable.

2. We also agree that the out of pocket expenses including travel, boarding,
lodging and similar expenses involved during the contract period shall be borne
by us and the Commercial Bid is inclusive of such expenses.

3. We hereby certify that we have taken steps to ensure that no person acting
for us or on our behalf will engage in bribery.

4. We undertake that, in competing for (and, if the award is made to us, in
executing) the above contract, we will strictly observe the laws against fraud
and corruption in force in India namely “Prevention of Corruption Act, 1988”.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address: _____

FORM FIN-2 FINANCIAL Proposal Submission Form

List of all the Professional Staff with their name, designation required for the completion of each item mentioned under the Scope of Work – Section 6

| | | | |
|---|-------------|-------------------|------------|
| 1. List of all the Professional Staff for Updation/Revision of existing Training and Testing Content (refer to section 6.2.2 for deliverables) | | | |
| S.No. | Designation | Man days required | Daily fees |
| 2. List of all the Professional Staff for Virtual Learning Content Development (refer to section 6.2.3 for deliverables) | | | |
| <i>I) Fresh development of Virtual Learning Hour</i> | | | |
| S.No. | Designation | Man days required | Daily fees |
| <i>II) Revision of Virtual Learning Hour</i> | | | |
| S.No. | Designation | Man days required | Daily fees |
| 3. List of all the Professional Staff for Creation of Mobile Nuggets (refer to section 6.2.4 for deliverables) | | | |
| <i>I) Fresh development of One Mobile Nugget</i> | | | |
| S.No. | Designation | Man days required | Daily fees |
| <i>II) Revision of Mobile Nugget</i> | | | |
| S.No. | Designation | Man days required | Daily fees |
| 4. Details of all the Professional Staff for Creation of Learning Management System (refer to section 6.2.5 for deliverables) | | | |
| S.No. | Designation | Man days required | Daily fees |
| 5. Details of Professional Staff for Maintenance of Learning Management System (refer to section 6.2.6 for deliverables) | | | |
| S.No. | Designation | Man days required | Daily fees |
| 6. Details of Professional Staff for Development of New of Classroom Training and Testing Content(refer to section 6.2.7 for deliverables) | | | |
| <i>I) Fresh development of Learner Guide</i> | | | |
| S.No. | Designation | Man days required | Daily fees |
| <i>II) Revision of Learner Guide</i> | | | |
| S.No. | Designation | Man days required | Daily fees |
| <i>III) Fresh development of Power Point Presentations</i> | | | |
| S.No. | Designation | Man days required | Daily fees |

| | | | |
|--|--|-------------------|------------|
| | IV) Revision of Power Point Presentations | | |
| S.No. | Designation | Man days required | Daily fees |
| | V) Fresh development of Text based Question Bank and Test Structure | | |
| S.No. | Designation | Man days required | Daily fees |
| | VI) Revision of Text based Question Bank and Test Structure | | |
| S.No. | Designation | Man days required | Daily fees |
| | VII) Fresh Development of Simulation based Question Bank and Test Structure | | |
| S.No. | Designation | Man days required | Daily fees |
| | VIII) Revision of Simulator based Question Bank and Test Structure | | |
| S.No. | Designation | Man days required | Daily fees |
| 7. Details of Professional Staff for Content in other Regional languages(refer to section 6.2.8 for deliverables) | | | |
| | I) Fresh Translation of Content | | |
| S.No. | Designation | Man days required | Daily fees |
| | II) Revision of translated Content | | |
| S.No. | Designation | Man days required | Daily fees |
| 8. Details of Professional Staff for Conduct of Master Training Session(refer to section 6.2.9 for deliverables) | | | |
| S.No. | Designation | Man days required | Daily fees |

FORM FIN-3 COST FOR FIXED DELIVERABLES

*Schedule of price bid in the form of BOQ_CDA .xls (below mentioned Table is for reference purpose only. Bidder has to fill the Cost in BOQ_CDA .xls provided with the RFP.)

The below mentioned Financial Proposal/Commercial bid format is provided as BoQ_CDA.xls along with this tender document at <https://eprocure.gov.in/eprocure/app> . Bidders are advised to download this BoQ_CDA.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.

IMPORTANT NOTE-

- 1) The Cost to be provided in the BoQ format should be based on the proposed professional staff (Designation, Man Days and Daily fess) for each item as mentioned in FORM FIN-2
- 2) Cost of Training and Need Analysis as mentioned in Scope of Work has to be included in the cost of each item as there is no separate cost of the providing the TNA Report.
- 3) The “Unit Cost” provided by the Bidder will be used to provide the additional services of the vendor during the course of contract.
- 4) The final negotiated cost as approved by the Employer shall be added in the Appendix D – Cost of Service.
- 5) The cumulative cost based on the quantity/number/frequency of each item and weightage will be used to calculate the total cost of the assignment and evaluation of L1 Bidder.
- 6) Cumulative Cost should be inclusive of all FRINGE BENEFITS, APPLICABLE TAXES and other costs including TA/DA.
- 7) The quantity/number/frequency of each item mentioned in the Price Bid- BOQ may vary during the course of contract based on the UIDAI requirement.

(BOQ_CDA.XLS)- ILLUSTRATIVE PURPOSE ONLY- FILL BOQ.XLS FILE

| S.no | Deliverable | A*- Cumulative Unit Cost for the all the resources for the item (including taxes) | B*- Tentative Quantity/Number/Frequency | Unit | Total Cost (A*B) |
|--------------|--|--|--|-------------|-------------------------|
| 1. | Updation/Revision of existing Training and Testing Content | | 3 | revisions | |
| 2. | Virtual Learning Content Development | | 20 | hours | |
| 3. | Revision of learning hour | | 2 | revisions | |
| 4. | Creation of Mobile Nuggets | | 120 | Nuggets | |
| 5. | Revision of one mobile nugget | | 2 | revisions | |
| 6. | Creation of Learning Management System | | 1 | time | |
| 7. | Maintenance of Learning Management System | | 30 | months | |
| 8. | Development of Learner Guide | | 6 | nos. | |
| 9. | Revision of Learner Guide | | 2 | revisions | |
| 10. | Development of Power Point Presentation | | 6 | nos. | |
| 11. | Revision of Power Point Presentation | | 2 | revisions | |
| 12. | Development of Test Structure and Text Based Question Bank | | 6 | nos. | |
| 13. | Revision of Test Structure and Text Based Question Bank | | 2 | revisions | |
| 14. | Development of Test Structure and Simulation Based Question Bank | | 6 | nos. | |
| 15. | Revision of Test Structure and Simulation Based Question Bank | | 2 | revisions | |
| 16. | Translation of Content in other Regional languages | | 150 | Pages | |
| 17. | Revision of translated content | | 2 | revisions | |
| 18. | Conduct of Master Training Session- Tier I Cities | | 50 | sessions | |
| 19. | Conduct of Master Training Session- Tier II Cities | | 60 | sessions | |
| 20. | Conduct of Master Training Session- Tier III Cities | | 70 | sessions | |
| Total | | | | | |

Section 6: Scope of Work

6.1 Introduction

UIDAI's mandate is to provide a unique Aadhaar number to all the residents of India. For such a diverse and collaborative effort of successfully building the residents' database, uniformity of enrolment process across the entire eco-system of Registrars is very necessary. Achievement of such uniformity requires that the team involved in the enrolment process at the field level is trained thoroughly to accomplish the job of enrolment.

To address this need, UIDAI has developed a comprehensive Training Delivery Methodology and Training Content for all stakeholders. UIDAI believes that apart from training there has to be a mechanism to assess the person's skill and proficiency to work as enrolment staff. Considering this, UIDAI has prescribed mandatory Testing & Certification for enrolment personnel to ensure adherence to quality aspects.

Training for the Enrolment Staff is provided mainly by the Registrar and Enrolment Agency to ensure quality of Enrolment and make them aware of all the processes involved in the Enrolment Eco System. Regional Offices (ROs) of UIDAI also deliver need based training through various programs like Classroom Training, Master Trainer's Training/TOT and Orientation /Refresher program of EA staff. Mega Training Camps are also conducted by ROs to create large pool of Enrolment Staff.

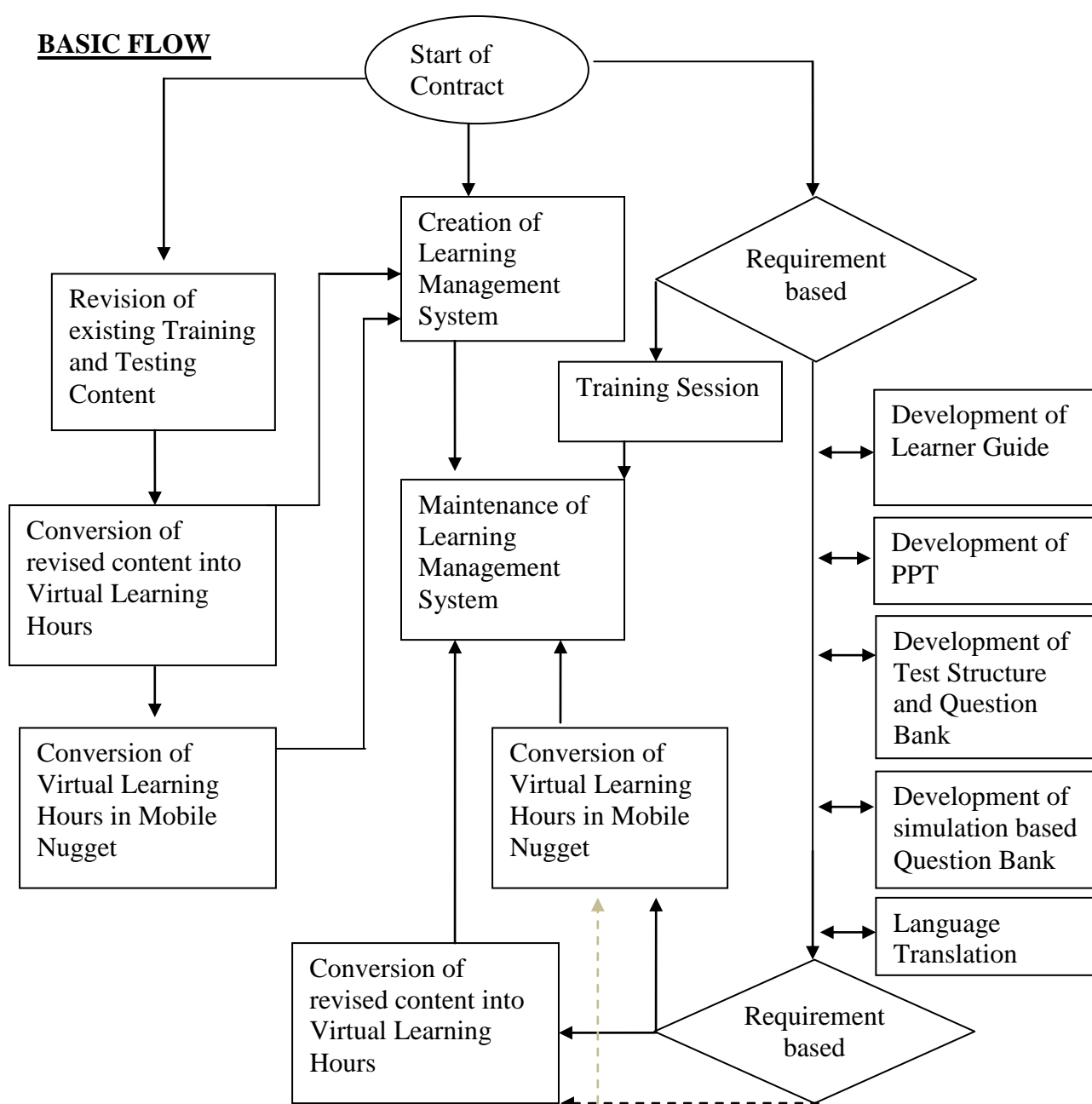
There are other stakeholders including Officials from PRI/ULB, District Level Officers (DLOs), Introducer and Verifier which need to be sensitized about the Aadhaar Program and their Role in Aadhaar Enrolment Process. From time to time, ROs organize various programs for these stakeholders.

The main objectives of the training are to make Enrolment Staff understand how to setup and manage an Enrolment Centre, use various devices required for enrolment, familiarizing audience with the Aadhaar Enrolment Client and how to handle exceptional cases through these programs.

The training content for self-study is available at our website for Enrolment Staff and other Stakeholders.

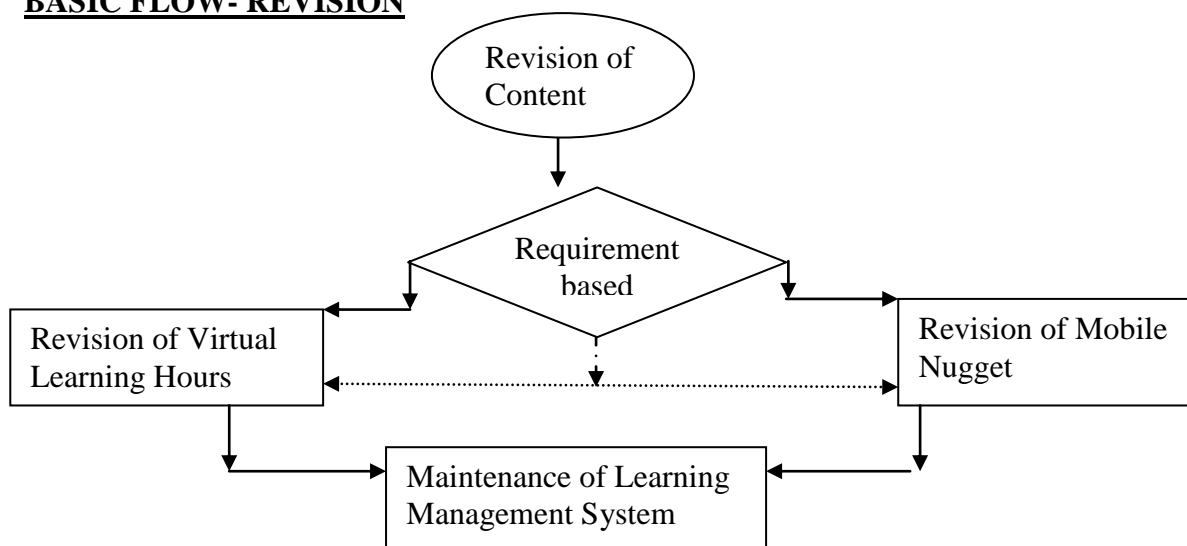
6.2 Detailed Scope of Work

- a) Basic work flow to complete the assignment is sequentially mentioned below for understanding of the Vendor:- One time revision of entire existing Training and Testing Content-> Convert the revised content into Virtual Learning Hours -> Covert the Virtual Learning Hours into small Mobile Nuggets -> Develop Learning Management System-> Upload the Virtual Leaning Content and Mobile Nuggets on Learning Management System -> On-board the stakeholder on the LMS and provide monitoring access to UIDAI and Departmental Heads -> Continuous Maintenance of Learning Management System.



- b) In addition to the above flow, UIDAI may also require fresh content in various formats to be developed, revision of newly developed content and translation of the same into multiple regional languages.
- c) Master Training Sessions/Class Room sessions are also needed to be conducted by the Vendor at multiple locations whenever required.

BASIC FLOW- REVISION



6.2.1. Training and Need Analysis for all the items mentioned in the consecutive paragraphs of Scope of Work

- a) Understand the learning needs of the learner populace or indented stakeholder based on the inputs received from UIDAI
- b) Conduct a job task analysis that can be tied to identified training needs to improvise his/her performance
- c) Conduct a gap analysis on specified tasks/competencies in order to ascertain learning needs if required
- d) Provide list of inputs/suggestions/clarifications/number of revisions required from UIDAI for development of required items
- e) Analyze the requirements provided by the UIDAI, SMEs and indented audience for the development of compelling courseware that achieve learning goals
- f) Perform a task-training analysis to identify what knowledge objects already exist and can be used efficiently
- g) Present a brief report on topics, duration and level of difficulty of each chapter/ presentation/animation etc. required for the identified role
- h) Contains a brief report on type of Learning and Assessment Design based on the stakeholders/UIDAI Requirement if required
- i) Submission of TNA Report is mandatory before starting any type of deliverables mentioned in **6.2.2 to 6.2.9**
- j) Unless otherwise specified, the period of submission of TNA should not exceed more than 2 weeks from the date of work order given to CDA

6.2.2. Updation/Revision of existing Training and Testing Content -

- a) Vendor is required to update the Training and Testing Content (Enrolment/ Update and Authentication/Seeding) currently available with UIDAI (refer Table A below).
- b) The percentage of changes will be approximately 10-15% of the existing content.
- c) The cost of one time updation should also include the updation/revision of the Regional Content already available with UIDAI.
- d) The Vendor has to improve the text/content and formats of the existing content to improve the Learning experience for the Stakeholders.
- e) The Vendor has to update the following types of content already available with UIDAI for training and testing the role holders of UIDAI’s ecosystem partners in “Aadhaar Enrolment/ Update” and “Aadhaar Authentication Service and Seeding” domains:
 - i. Text based Training contents and books
 - ii. Computer based training content
 - iii. Instructor Led Training content (PPTs etc)
 - iv. Text Based Question Bank and Test Structure
 - v. Simulation based Testing content (Flash based questions)
 - vi. Test Simulator
- f) The intended audience/ stakeholder for this Training and Testing Content is as stated as under (The vendor should study the roles of each level of audience and should update the Training and Testing Content based on the changed scenario/ new guidelines/ procedural changes introduced in the Enrolment and Authentication Ecosystem by UIDAI).

Enrolment Ecosystem-

- i. Enrolment Agency – Operator/ Supervisor
- ii. Enrolment Agency- Child Enrolment Lite Client Operator
- iii. Enrolment Quality Check Operator
- iv. Enrolment Agency- Verifier
- v. Enrolment Agency and Registrar

Authentication Ecosystem-

- i. Staff of Authentication User Agency (AUA/Sub- AUA)
- ii. Staff of e-KYC User Agency (KUA)
- iii. Staff of Government/ Private Agencies partnered with UIDAI for using Aadhaar based services

| <u>Table A –Training and Testing Content on “Aadhaar Enrolment/Update” and “Aadhaar Authentication and Seeding”</u> | | | | | |
|--|--|------------------------|------------------|-----------------|-----------------------------------|
| S.no | Training and Testing Content | Stakeholder | Type of Content | Quantity | Languages |
| 1. | Comprehensive Module on Aadhaar Enrolment & Update | EA-Operator/Supervisor | (a)Learner Guide | One day content | English and 12 Regional Languages |

| | | | | | |
|-----|--|--------------------------------|---|------------------|-----------------------------------|
| 2. | Module on Aadhaar Update | EA-Operator/Supervisor | (a)Learner Guide | One day content | English and Hindi |
| 3. | Module on Child Enrolment Lite Client (CELC) | EA- CELC Operator | (a)Learner Guide | One day content | English |
| 4. | Role and Responsibility of Verifier and Introducers | Verifier and Introducer | (a)Learner Guide | Half Day content | English |
| 5. | Role and Responsibility of Enrolment Agency and Registrar | Enrolment Agency and Registrar | (a)Learner Guide | Half day content | English |
| 6. | Resident Enrolment Process | EA-Operator/Supervisor | (a)Learner Guide | Half day content | English |
| 7. | Testing Content on Aadhaar Enrolment and Update and Test Structure | EA-Operator/Supervisor | (a)Text based (b)Flash based Question Bank | 500 questions | English and 12 Regional Languages |
| 8. | Testing Content on Child Enrolment Lite Client and Test Structure | EA- CELC Operator | (a)Text based Question Bank | 250 questions | English and 12 Regional Languages |
| 9. | Comprehensive Module on Aadhaar Authentication Service and Seeding | AUA and KUA Agency Staff | (a)Learner Guide | One day content | English and Hindi |
| 10. | Testing Content on Authentication Service and Seeding and Test Structure | AUA and KUA Agency Staff | (a)Text based Question Bank | 450 questions | English and Hindi |

6.2.2.1 Yearly Updation/Revision of existing Training and Testing Content

- Vendor is required to update the Training and Testing Content (Enrolment/ Update and Authentication/Seeding) mentioned in para 6.2.2, atleast once in each year. However, the frequency might increase based on requirement.
- The percentage of changes will be approximately 10-15% of the existing content.

6.2.3- Virtual Learning Content Development

- a) Vendor has to convert the Revised Training and Testing Content in virtual learning modules.
- b) Vendor may also have to create fresh Virtual Learning hours during the entire period of contract based on UIDAI requirement.
- c) Vendor has to create Bi-lingual Virtual Learning Content wherever the content is available.
- d) The Virtual Learning content should be SCORM/AICC compliant and created on the basis of inputs provided by UIDAI.
- e) UIDAI will review and sign-off the GUI, prototype and scripts before the vendor proceeds to the actual development and production of Virtual Learning Content. Such details should be mentioned in the TNA Report submitted for this item by the Vendor.
- f) UIDAI will own the Virtual Learning content developed by the Vendor and will have all Intellectual Property Rights on it.
- g) Vendor will provide support for deployment of the Virtual Learning Content on Learning Management System whenever required by UIDAI.
- h) The Virtual Learning developed must be able to interface with the LMS, to track and capture the following:
 - i. scores and grades;
 - ii. learners' completion status (including date and time of completion);
 - iii. total time spent to complete the Virtual Learning (i.e. total learning hours);
 - iv. no. of attempts;
 - v. last visited/viewed page; and
 - vi. Bookmarks.
- i) The Virtual Learning Content should also be accessible through mobile devices.
- j) The Vendor shall ensure that Virtual Learning is developed in a browser friendly format. It must be compatible and viewable on all the major browsers latest versions.
- k) The Virtual Learning Content shall have instructional soundness, easy navigation features, and consistent design and layout.
- l) The concept and design of the Virtual Learning shall adhere to the Employer branding guidelines.
- m) The Vendor shall utilize up-to-date instructional designing methods to develop an interactive Virtual Learning, which includes, but is not limited to, the use of graphics, videos, voice over, animations, visual effects, gamification, or any other forms of multimedia or interactive media, whichever is appropriate to deliver different types of content and topics.
- n) Salient features of Virtual Learning Interactivity - A Level 2 interactive Virtual Learning should be developed by the Vendor with following attributes:
 - i. Offers limited interactions that achieves knowledge, comprehension, and application level learning outcomes;
 - ii. Low degree of complexity and extends a degree of control to the learner;
 - iii. Approx. 45 screens for a 60 minutes Virtual Learning Content;

- iv. Usually 60% of conceptual/fact-based screens, 40% of activity-based screens of the Virtual Learning; and
- v. May include graphics, animations, roll-overs, clickable animated graphics/images/tabs, drag-and-drop quiz questions, matching quiz questions, audio & video
- vi. The vendor shall provide the script and voiceover whenever required by UIDAI.

6.2.3.1 – Revision of Virtual Learning

- a) Vendor has to revise the Virtual Learning Content (hourly basis) whenever there is a noticeable change in the ecosystem processes.
- b) The change will be approximately 15-20% of the original content.
- c) The revised content has to be uploaded on the Learning Management System based on UIDAI requirement.

6.2.4. Creation of Mobile-Nuggets

- a) Vendor has to develop mobile nuggets based on the Virtual Learning Content created. Each hour of Virtual Learning Content has to be converted in small chunks of Mobile Nugget.
- b) Vendor also has to create fresh Mobile Nuggets during the entire period of contract based on UIDAI requirement.
- c) The Mobile nuggets should be short duration lessons of up to 15 screens with maximum of 3 minutes duration primarily to be viewed through mobiles, tablets and pads.
- d) Size of the mobile nuggets should be less than 1MB and primarily developed using HTML 5 (No attachments/ hyperlinks/ animations/voice over) and should have the feature/functionality of adjusting to the display for different screen sizes (Min 4 inches) of mobile phones.
- e) Raw Text based content/inputs will be provided by the Employer to the vendor in case of developing fresh mobile nuggets. The same will be added in the TNA report to be provided by the Vendor. Vendor will restructure and rewrite contents in text format (by chunking and taking care of Learning Object concept etc.) to suit the approach to be adopted for development of the m-nugget.
- f) Browser Compatibility: Lessons should run in all major Browsers i.e. Google chrome, Firefox, Android, iOS, Blackberry, Windows, Safari, Opera etc.
- g) Cross platform Compatibility: Course should be able to play in all electronic devices which uses Android, IOS, windows operating systems i.e. tablets/iPod/Smartphone/laptops/PC etc.
- h) SCORM Compatibility and other features: The content is to be SCORM packaged to enable functioning on the LMS using HTML 5 with following features: - .

- i. Lesson status tracking to be available i.e. in progress/completed/percentage of completion. Bookmark facility/feature also to be made available by the Vendor.
- ii. Navigation Features: There should be navigation buttons (<previous>, <next>), menu button & an 'X' <exit> button provided at bottom of every page for easy navigation through the lesson. Once completed, the 'X' button on navigation bar is to be used to close and come out of the lesson, which will record lesson completion status in the LMS.
- iii. Very light graphics are to be used to enable the user to read the nuggets in low bandwidth situations

6.2.4.1 – Revision of Mobile Nuggets

- a) Vendor has to revise the Mobile Nuggets (per nugget basis) whenever there is a noticeable change in the ecosystem processes.
- b) The change will be approximately 15-20% of the original content.
- c) The revised content has to be uploaded on the Learning Management System based on UIDAI requirement.

6.2.5. Creation of Learning Management System

- a) Vendor has to conduct the TNA to identify the type, number of stakeholder who will be trained on “Online Learning Management System” based on UIDAI requirement.
- b) Vendor has to update the Virtual Learning Hours and Mobile Nuggets created from the revised Training and Testing Content and the newly developed Virtual Learning Hours and Mobile Nuggets in Learning Management System for training and assessment of existing and new stakeholders.
- c) The details of all the Stakeholders will be provided by UIDAI in the TNA report prepared by the Vendor which needs to on-boarded on the LMS.
- d) Vendor has to develop a LMS Module which is accessible over internet and hosted on UIDAI server. Additional security features may be added by the Vendor to restrict the unauthorized access to the LMS.
- e) Vendor has to adopt GIGW Guidelines for all Indian Government Website and other certification standard required by UIDAI for integration while developing and hosting the LMS on UIDAI's server.
- f) Vendor has to remove/repair any bugs/issues reported by UIDAI during the security and integration testing of LMS.
- g) LMS developed by Vendor, should automatically assign eLearning content for on-boarding courses to new stakeholder, track their progress, and evaluate their level of knowledge retention.
- h) Vendor has to train few specific stakeholders in UIDAI and provide them with the login Administrator credential for using the LMS. This will be

useful for quick Updation of the content, creating new courses and learning plans, assigning stakeholders to courses, and tracking their progress.

- i) Vendor has to provide the Instruction Manual to the Employer to understand the complete feature and usage of LMS.
- j) The specific stakeholders of LMS developed by Vendor may be used by below mentioned users (but not limited to) or any new stakeholder, which the vendor has to on-board on the LMS.
 - i. **Enrolment Operator/Supervisor Training** –LMS use case to provide training to Enrolment Staff. This is especially used for effectively on-boarding Enrolment Staff for understanding the Enrolment Clients effectively. Ongoing Enrolment Staff training will also provide more value to them and help in quick rollout of new changes to all the users.
 - ii. **Employee Training** –LMS use case to support the training and development of UIDAI internal employees. Within the LMS, courses can be assigned to ensure employees acquire the right job skills, are informed about product changes, are up-to-date on compliance training, etc.
 - iii. **Enrolment Partner Like Enrolment Agency and Registrar Training** – LMS use case to train all the Enrolment Partners like Enrolment Agency, Registrar and their roles and responsibilities.
 - iv. **Authentication Ecosystem Partners:** LMS use case to train all the Authentication User Agencies on their roles and responsibilities.
 - v. **Administrator Login and Dashboard:** LMS use case to provide master login or administrator credentials to UIDAI for monitoring of entire stakeholder training. LMS should also have separate dashboard for monitoring heads of other Stakeholder on-boarded on LMS.
- k) **Salient features of the LMS** developed by the Vendor may have the following feature but not limited to these features only. Vendor may enhance the features in order to increase the usability of the LMS.
 - i. **Automated Admin Tasks** – Allow administrators and monitoring heads to automate recurring/tedious tasks, such as user grouping, group enrolment, deactivation, assigning course to other stakeholder and new user population etc.
 - ii. **Certifications and Retraining** – The LMS should allow for the tracking and management of all certification and retraining activity (e.g., by managing recurring training/continuing education/compliance programs).
 - iii. **Social Learning** –LMS should also be able to support informal training activities. LMS should include features that encourage collaboration, peer mentorship, and knowledge curation.
 - iv. **Mobility** – Learning content should be able to access anytime, anywhere, regardless of device. Learning management systems should allow content to be accessed on mobile devices to better enable learning at the point of need.

- v. Course and Catalog Management – Administrators can easily create and manage courses and course catalogs to deliver more targeted learning to your users based on the UIDAI requirement.
- vi. Content Integration and Interoperability – Learning management systems should support learning content packaged according to interoperable standards such as SCORM, AICC and xAPI (formerly Tin Can).
- vii. Notifications –LMS training systems should support automatic, real-time notifications indicating learner progress, course completions, certifications, achievements, comments, and more to UIDAI and its stakeholder for monitoring.
- viii. Gamification – LMS should have learner engagement by allowing learners to achieve points, badges, awards, etc. on all completing all the learning activities.
- ix. Integrations – LMS should keep UIDAI data in sync with an eLearning LMS that allows for third-party integrations with other platforms, such as your CRM, video conferencing tools, and so on.
- x. ILT Classroom –LMS should support in-person and classroom-based learning initiatives (e.g., managing classroom schedules, monitoring performance and attendance, etc.).
- xi. Reporting –LMS should include ability to track and measure the impact of training programs. LMS should allow UIDAI and other monitoring heads to derive learning insights through customizable reports and dashboards that provide metrics on learner activity.

6.2.6 Maintenance of Learning Management System –

- a) Vendor has to maintain the Learning Management System throughout the contract period.
- b) The Maintenance of the Learning Management System will begin once the creation of Learning Management System is complete and acceptance of the same is communicated in writing.
- c) If required, UIDAI may continue the Maintenance of LMS even after the expiry of contract period. The Monthly cost provided by the Vendor for Maintenance of LMS will be used during the additional period.
- d) Vendor has to update the technology platform for the LMS in case required due to compatibility issues during the contract period.
- e) Vendor has to update/repair/remove bug in LMS which are reported during the contract period by UIDAI while performing any security and integration testing.
- f) Vendor has to upload the new content developed/revised and on-board the New Stakeholder introduced during the contract period whenever required by UIDAI.
- g) Vendor has to train the UIDAI Stakeholders on the usage and Hands on training on the functionality of LMS.

- h) LMS should send the notifications to all the stakeholders whenever any new module is added/revised in the LMS.
- i) Vendor has to provide the Instruction Manual to UIDAI and monitoring heads to understand the complete feature and usage of LMS.

6.2.7. Development and revision of Classroom Training and Testing Content -

- a) UIDAI may introduce any new roles for Learning and testing in future and vendor has to develop the required Training and Testing Content as per the guidelines provided by UIDAI. It requires a comprehensive approach to The Vendor would be required to study the new objective and mandates of UIDAI, the envisaged Enrolment/ Update and Authentication Process and conduct a comprehensive training need analysis (TNA) through a consultative process with required stakeholders. The vendor is expected to study the end user's requirement of knowledge and skill to play one's role effectively and efficiently by developing related training and testing framework and question bank.
- b) In case required by the UIDAI, the fresh content created will be converted into Virtual Learning Hours and/or Mobile Nuggets and will be uploaded on Learning Management System.
- c) Vendor needs to update/revise any of the items mentioned below or similar content (quantity) whenever required by UIDAI during the entire contract period. The amount of revision will be approximately 15-20% of the original content.

d) Learner Guide specifications and other details

- i. Based on the approval of TNA Report, vendor needs to develop fresh Learning Content in form of a Learner Guide having minimum 25 pages
- ii. Based on the Employer requirement the number of pages may be increased and the remuneration for the same will be calculated on the basis of standard cost
- iii. Learner Guide should have sample post-chapter/topics assessment exercises covering all the topic in the Guide based on Bloom's level of training objectives at the end to ascertain the understanding of the stakeholders
- iv. The training content should be generic in nature for example-“the module on biometric devices can be prepared keeping a device in mind and should include various types (such as iris camera could be handheld and fixed) and should not have detailed manufacturer wise device specifications”

e) Power Point Presentation

- i. Based on the approval of TNA Report, vendor needs to develop Power Point Presentation having minimum 25 slides incorporating the inputs given by UIDAI in TNA.
- ii. Based on the Employer requirement the number of slides may be increased and the remuneration for the same will be calculated on the basis of standard cost.
- iii. Suitably assess pedagogical requirements and propose an instructional design strategy.
- iv. Employ principles of adult learning and pedagogy towards meeting learning and performance objectives
- v. Use pedagogical design across cognitive and affective and psychomotor domains of learning
- vi. Use established and emerging practices of instructional design.
- vii. Combine or use various multimedia techniques, including audio clips, embedded video, animations and graphics to create an engaging experience for the learner in PPTs
- viii. Selectively employ instructional design techniques to ensure learner interest and retention
- ix. Create instructionally sound learning material with associate assessment instruments
- x. Follow an effective instructional design and development model that takes care of expert reviews and modifications
- xi. Design simulation practice exercises that replicate real-life scenarios, enable learners to master specified skills, and provide diagnostic feedback at appropriate junctures.
- xii. Design and create scenario-based Show me, try it and do it demonstrations for client application software module in the PPT

f) Test Structure and Text Based Question Bank

- i. Provide Test Structure containing the number of questions, level of difficulty, time frame for the Test based on the Employer requirement
- ii. Design assessment strategies at various Kirkpatrick's Levels of Evaluation with minimum text based 50 questions
- iii. Based on the Employer requirement the number of Questions may be increased and the remuneration for the same will be calculated on the basis of standard cost
- iv. Design engaging assessment exercises that get woven across the training course
- v. Design and create pre-course and post-course assessment exercises based on Bloom's level of training objectives including Sample Question Papers

- vi. All testing content should be “IMS Question and Test Interoperability (QTI)” specification compliant
- vii. Vendor has to submit 5 Sample Test Papers which can be used in “Offline mode” to access the information gathered by the participants after each training session

g) Test Structure and Simulation Based Question Bank

- i. Provide Test Structure containing the number of questions, level of difficulty, time frame for the Test based on the Employer requirement
- ii. Simulation based Question Bank cover real time scenario or require pictorial input/selection with minimum 25 questions.
- iii. Based on the Employer requirement the number of questions may be increased and the remuneration for the same will be calculated on the basis of standard cost.
- iv. Simulated test module for practical part testing compatible with standard computer based testing. Vendor shall be required to do a psychometric calibration for final testing question.
- v. Vendor needs to collaborate with the Employer’s Testing and Certification Agency to provide the Simulation based question
- vi. The Format for simulation based exercise may be Flash, HTML5 or any other format desired by the UIDAI.

6.2.8. Translation of Content in other Regional languages -

- a) Vendor is required to translate the fresh content created during the course of contract in other Regional Languages.
- b) The Cost of regional language translation should be provided based on the per-page (A4 size with 12 font size) conversion rate so the same could be used for other language related translation activity required by UIDAI.
- c) The translation of content in multiple languages will be initiated as and when required by UIDAI and the number of language will be finalized by UIDAI.
- d) The translated content has to be compatible with Learning Management System for both existing content and new content developed during the contract period.

6.2.8.1 – Revision of Translated Content

- a) Vendor has to revise the Translated content whenever there is a noticeable change in the ecosystem processes.
- b) UIDAI may also require similar content (quantity) in other regional languages available with its various divisions to be revised during the entire course of contract.
- c) The change will be approximately 15-20% of the original content.

6.2.9. Conduct of Master Training Session

- a) One day Master Training Session will be conducted by Master Trainer of engaged by vendor for each of the Regional Offices of UIDAI.
- b) Master Trainer to undergo Training Session at UIDAI HQ or any other place (as specified and as required) to understand the new changes/policies/guidelines introduced in Aadhaar Ecosystem before conduct of actual session.
- c) Master must have good understanding of the Local Language of the intended audience to cater to larger audience.
- d) Master Trainer may share the inputs received from the previous Training Session for Updation of periodic Learning and Testing Content.
- e) Master Trainer should carry appropriate Learner Guides, PPT, Reading supplements, Student handouts, Case studies, Quick reference Guide, Annexure, etc. to increase the effectiveness of the Master Training Session.
- f) Master Trainer should mandatorily gather “Feedback” and one “Sample Question Paper” from each participant to access the information gained by the participant, Quality of the Content, gather new inputs and improving the content delivery mechanism.
- g) Master trainer has to upload the details of the Training Session including but not limited to number of participant, feedback, department details in the specific modules of Learning Management System related to Class room training.
- h) Location of the Master Training session can be any locations under the jurisdiction area of UIDAI Regional Offices at any Tier I, II and III cities.
- i) The cost of One day Master Training Session to be submitted by Bidder should be all inclusive (i.e. boarding, lodging, travel, cost of Training, etc.).

6.3. Roles and Responsibility of Vendor

Vendor is responsible for the delivery of the scope of work within this RFP and at the same time must work under the direction of the UIDAI authorized agency/team that may modify the design, deliverable, and releases to meet the project requirements. The responsibilities of vendor as given below, other than implementing the SOW mentioned above, would also include but is not limited to the following:

- a) Providing team of personnel adequately qualified to perform the requisite tasks.
- b) Providing service of Resident Project Manager whenever required by the Employer as specified under this contract.
- c) Use appropriate tools for the entire life cycle of the project for design, and develop documentation appropriately. Vendor should pay and possess licenses if required for the tools that they intend to use for the project.

- d) Implement quality standards for the entire life cycle of the project. The quality process should include adequate regular review, defect tracking, testing, other software development life-cycle processes.
- e) Conduct review meetings with the UIDAI to update on the progress of the project at regular intervals.
- f) The vendors team would coordinate and cooperate with Testing and Certification agency authorized by UIDAI while preparing question bank and simulation exercises and later during the test administration stage.

6.4 Roles and Responsibility of UIDAI

- a) Assign a nodal person for day to day interactions
- b) Participate in project, design and development reviews
- c) Take decisions wherever appropriate and provide direction to the progress of the project.
- d) Provide necessary feedback and inputs, as and when required by vendor.
- e) Facilitate stakeholder consultations for the said assignment.
- f) Provide inputs/suggestion for creation of TNA Report.
- g) Provide approval on the TNA Report and Deliverable as per individual work order.

6.5 Acceptance of Deliverable

- a) UIDAI shall accept the deliverables only if they confirm to the scope, specifications laid down in this RFP and detailed in the approved TNA Report and are of desired quality.
- b) Deliverables of the CDA will be considered to have been formally accepted only if UIDAI communicates the same in writing.
- c) It will be responsibility of the CDA to revise the deliverables in case any changes are suggested in the deliverables within two week of being intimated by UIDAI.

6.6 Tentative Year wise distribution of Work

- a) The Tentative distribution of work is mentioned below, however depending on the UIDAI requirement the numbers/frequency might change.

| S.no | Deliverable | First Year | Second Year | Third Year |
|------|--|-------------|-------------|------------|
| 1. | Updation/Revision of existing Training and Testing Content | 1 Revision | 1 Revision | 1 Revision |
| 2. | Virtual Learning Content Development | 20 Hours | NA | NA |
| 3. | Revision of Virtual learning hour | NA | 1 Revision | 1 Revision |
| 4. | Creation of Mobile Nuggets | 120 Nuggets | NA | NA |

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|-----|--|-------------|------------|------------|
| 5. | Revision of one mobile nugget | NA | 1 Revision | 1 Revision |
| 6. | Creation of Learning Management System | 1 time | NA | NA |
| 7. | Maintenance of Learning Management System | 6 months | 12 months | 12 months |
| 8. | Development of Learner Guide | 6 Nos. | | |
| 9. | Revision of Learner Guide | 2 revisions | | |
| 10. | Development of Power Point Presentation | 6 Nos. | | |
| 11. | Revision of Power Point Presentation | 2 revisions | | |
| 12. | Development of Test Structure and Text Based Question Bank | 6 Nos. | | |
| 13. | Revision of Test Structure and Text Based Question Bank | 2 revisions | | |
| 14. | Development of Test Structure and Simulation Based Question Bank | 6 Nos. | | |
| 15. | Revision of Test Structure and Simulation Based Question Bank | 2 revisions | | |
| 16. | Translation of Content in other Regional languages | 150 Pages | | |
| 17. | Revision of translated content | 2 revision | | |
| 18. | Conduct of Master Training Session- Tier I Cities | 50 | | |
| 19. | Conduct of Master Training Session- Tier II Cities | 60 | | |
| 20. | Conduct of Master Training Session- Tier III Cities | 70 | | |

6.7 Terms of Payment

- a) The Cost of each item will be provided in the Work Order and payment will be released after deducting any Liquidated damages (if applicable) to the delay in the delivery schedule.
- b) The payment terms is divided into “Fixed Schedule” which has to be completed during the 3 years of contract and “Tentative Schedule” for the items which will be completed within 3 years of the contract as per UIDAI requirement.
- c) “T” is Date of Signing of Contract

A- FIXED SCHEDULE

| S.no | Project Milestone | Due Date | Payment |
|------|---|--------------|--|
| 1. | Date of Signing of Contract | T | NIL |
| 2. | Deliverable mentioned in para 6.2.1, 6.2.2, 6.2.3, 6.2.4, 6.2.5 | T + 6 months | Sum Total of all the items |
| 3. | 1 st Revision of deliverable mentioned in para 6.2.2, 6.2.3 and 6.2.4 (2 nd year) | T+18 months | Sum Total of all the items |
| 4. | 2 nd Revision of deliverable mentioned in para 6.2.2, 6.2.3 and 6.2.4 (3 rd year) | T+30 months | Sum Total of all the items |
| 5. | Maintenance of Learning Management System | T +12 Months | Maintenance Cost of LMS for six months |
| 6. | Maintenance of Learning Management System | T +18 Months | Maintenance Cost of LMS for six months |
| 7. | Maintenance of Learning Management System | T +24 Months | Maintenance Cost of LMS for six months |
| 8. | Maintenance of Learning Management System | T +30 Months | Maintenance Cost of LMS for six months |

B- TENTATIVE SCHEDULE

| S.no | Project Milestone | Due Date | Payment |
|------|---|--------------------------------------|--|
| 1. | Deliverable mentioned in para 6.2.7 and 6.2.8 | As per agreed timelines of each item | Sum Total of all the items which are developed |
| 2. | 1 st Revision of Deliverable mentioned in para 6.2.7 and 6.2.8 | As per agreed timelines of each item | Sum Total of all the items which are developed |
| 3. | 2 nd Revision of Deliverable mentioned in para 6.2.7, 6.2.8 | As per agreed timelines of each item | Sum Total of all the items which are developed |
| 4. | Deliverable mentioned in para 6.2.9 | As per agreed timelines of each item | Sum Total of all sessions conducted |

SECTION 7: STANDARD FORMS OF CONTRACT AND ANNEXURE:

CONTRACT FOR CONTENT DEVELOPMENT AGENCY (CDA)

Between

Name of Employer

Unique Identification Authority of India
Government of India
3rd Floor, Jeevan Bharti Building
Connaught Circus
New Delhi – 110001

And

Name of Vendor

Address of the Vendor

Dated: xx, XXXXXX, 2018

I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the [XXXXX] day of the month of [XXXXXX], [2018], between Unique Identification Authority of India, 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”), under the Ministry of Electronics and Information Technology (MeitY), Government of India acting through Chief Executive Officer or any other representative authorized by Chief Executive Officer (CEO),UIDAI(hereinafter called the “Employer”) and, on the other hand, M/s Vendor name (hereinafter called the “Vendor”) duly represented by its.....

WHEREAS

- (a) The Employer has requested the Vendor to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Vendor, having represented to the Employer that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]
Appendix A: Description of Services
Appendix B: Reporting Requirements
Appendix C: Staffing Schedule
Appendix D: Total Cost of Services
Appendix E: Duties of the Employer
Appendix F: Performance Bank Guarantee
2. The mutual rights and obligations of the Employer and the Vendor shall be as set forth in the Contract, in particular:
 - (a) the Vendor shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Vendors in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [Unique Identification Authority of India, Government of India]acting through Chief Executive Officer or any other representative authorized by Chief Executive Officer, UIDAI

[Authorized Representative of Employer – Signature and Stamp]

For and on behalf of [M/s xxxxxxxxxxxx]

[Authorized Representative of Vendor- Signature and Stamp]

II. General Conditions of Contract

1. GENERAL PROVISIONS

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| <p>1.1 Definitions</p> | <p>(a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(b) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.</p> <p>(c) “Bidder” means the Vendor firm bidding for this contract.</p> <p>(d) “ Competent Authority” means the appropriate authority of the Employer</p> <p>(e) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, which is General Conditions (GC), the Special Conditions (SC), and the Appendices.</p> <p>(f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;</p> <p>(g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.</p> <p>(h) “Foreign Currency” means any currency other than the currency of the Employer’s country.</p> <p>(i) “GC” mean these General Conditions of Contract.</p> <p>(j) “Government” means the Government of the Employer’s country.</p> <p>(k) “In writing” means communicated in written form with proof of receipt.</p> <p>(l) “Local Currency” means the currency of the Employer’s country.</p> <p>(m) “Party” means the Employer or the Vendor, as the case may be, and “Parties” means both of them.</p> <p>(n) “Personnel” means persons hired by the Vendor and assigned to the performance of the Services or any part thereof.</p> <p>(o) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>(p) “Services” means the work to be performed by the Vendor pursuant to this Contract, as described in Appendix A- Scope of Work hereto.</p> <p>(q) “Vendor” means the any private or public entity that will provide the services to the Employer under this contract.</p> |
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| 1.2 Relationship Between the Parties | Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Employer” and the Vendor. The Vendor, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. |
| 1.3 Law Governing Contract | This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India. The Vendor in the provision of its services under the contract shall be governed at all times by the provisions of the Aadhaar Act, 2016 and the regulations framed there under. Notwithstanding anything contained herein, if the Vendor contravenes any provision of the Aadhaar Act 2016 and the regulations framed there under, as applicable to the services rendered under this Agreement, the Vendor shall be liable to applicable penal provisions prescribed therein in addition to the penalties provided in this contract. |
| 1.4 Language | This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 1.5 Notices | <p>(a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.</p> <p>(b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.</p> |
| 1.6 Location | The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Employer may approve. |
| 1.7 Authorized Representatives | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Vendor may be taken or executed by the officials specified in the SC. |
| 1.8 Taxes and | The Vendor and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable |

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| Duties | Laws of India as per provisions mentioned in GC Clause 5.2 |
| 1.9 Fraud and Corruption | |
| 1.9.1 Definitions | <p>It is the Employer’s policy to require that the Employer as well as Vendors observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Employer:</p> <ul style="list-style-type: none"> (a) defines, for the purpose of this provision, the terms set forth below as follows: (b) “corrupt practice” means offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution; (c) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract; (d) “collusive practices” means a scheme of arrangement between two or more Vendors, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels; (e) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract; |
| 1.9.2 Measures to be taken by the Employer | <ul style="list-style-type: none"> (a) The Employer may terminate the contract if it determines at any time that representatives of the Vendor were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Vendor having taken timely and appropriate action satisfactory to the Employer to remedy the situation; (b) The Employer may also sanction against the Vendor, including declaring the Vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Vendor has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer-financed contract. |
| 1.9.3 Commissions and Fees | Employer will require the successful Vendor to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the |

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| | amount and currency, and the purpose of the commission or fee. |
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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

| 2.7 Force Majeure | |
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| 2.7.1 Définition | <p>(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>(b) Force Majeure shall not include:-</p> <p>(i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor</p> <p>(ii) Any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in carrying out of its obligations hereunder.</p> <p>(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p> |
| 2.7.2 No Breach of Contract | <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event :-</p> <p>(a) Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and</p> <p>(b) Has informed the other Party as soon as possible about the occurrence of such an event within the time frame specified at 2.7.3 (b).</p> |
| 2.7.3 Measures to be taken | <p>(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of</p> |

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| | <p>any event of Force Majeure.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Vendor, upon instructions by the “Employer”, shall either:</p> <p>(i) Demobilize,; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Vendor shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.</p> <p>(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.</p> |
| 2.8 Suspension | <p>The “Employer” may, by written notice of suspension to the Vendor, suspend all services of the Vendor hereunder if the Vendor fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension :-</p> <p>(a) shall specify the nature of the failure, and</p> <p>(b) shall allow the Vendor to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Vendor of such notice of suspension.</p> |
| 2.9 Termination | |
| 2.9.1 By the Employer | <p>(a) The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (b) through (k) of this Clause GC 2.9.1. In such an occurrence the Employer shall give a written notice of termination of not less than thirty (30) days to the Vendor and of not less than sixty (60) days in the case of the event referred to in (e).</p> <p>(b) If the Vendor does not remedy a failure in the</p> |

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| | <p>performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing.</p> <p>(c) If the Vendor becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(d) If the Vendor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If, as the result of Force Majeure, the Vendor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(g) If the Vendor submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.</p> <p>(h) If the Vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.</p> <p>(i) If the Vendor fails to provide the quality services as agreed under this contract under this Contract. The Competent Authority (CA) monitoring the progress of the assignment may make judgment regarding the poor quality of services and record the reasons for the same. The CA shall give chance to the Vendor to improve the quality of the services.</p> <p>(j) Employer reserves the right to terminate the agreement with the selected vendor if the Vendor fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(k) In case of termination as per clause (e), Employer will duly issue Termination Notice and considering representation if any.</p> |
| 2.9.2 Termination by the Vendor | <p>The Consultants may terminate this Contract, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:</p> <p>(a) If the Client fails to pay any money due to the Vendor pursuant to this Contract and not subject to dispute within forty-five (45) days after receiving written notice from the Vendor that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> |

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| | (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof. |
| 2.9.3 Cessation of Rights and Obligations | <p>Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except :-</p> <p>(a) Such rights and obligations as may have accrued on the date of termination or expiration,</p> <p>(b) The obligation of confidentiality set forth in Clause GC 3.3 hereof,</p> <p>(c) The Vendor’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.5 hereof, and</p> <p>(d) Any right which a Party may have under the Law.</p> |
| 2.9.4 Cessation of Services | <p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Vendor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents and Equipment, Vehicles and Material prepared by the Vendor, the Vendor shall proceed as provided, respectively, by Clauses GC 3.8 and Clauses 3.9 thereof.</p> |
| 2.9.5 Payment upon termination | <p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Employer shall make the following payments to the Vendor:</p> <p>(a) If the Contract is terminated pursuant to Clause 2.9.1 (d), (e), (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h),</p> <p>(i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)</p> <p>(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;</p> <p>(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (c) and (f) to (i), the Vendor shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such</p> |

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| | <p>part is of economic utility to the Employer.</p> <p>(c) Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Vendor will be required to pay any such liquidated damages to Employer within 30 days of termination date.</p> |
| 2.9.6 Disputes about Events of Termination | <p>If either Party disputes whether an event specified in paragraphs (b) through (k) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p> |
| 2.10 Extension of Contract | <p>The contract shall be extended for a period as required by the Employer based on mutual agreement on same terms, conditions and cost.</p> |
| 2.11 Closure of Contract | <p>Unless extended under the provision of contract, the contract shall have closure in following manner:</p> <p>(a) The Vendor will provide Knowledge Transfer of the Learning Management System developed and maintained during the course of contract to UIDAI including but not limited to Software Requirement Specification, UAT reports, Source code, deliverables, Licenses, etc.</p> <p>(b) The Vendor will submit the entire data of all the users registered on Learning Management System, their performance matrix, progress reports etc. generated during the course of contract.</p> <p>(c) The vendor will provide the softcopy of all the final version of content developed during the course of contract to UIDAI.</p> <p>(d) The similar process of closure will be followed in case of termination as per clause 2.9</p> |

3. OBLIGATIONS OF THE VENDOR

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| 3.1 General | |
| 3.1.1 Standard of Performance | <p>(e) The Vendor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.</p> |

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| | (f) The Vendor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer’s legitimate interests in any dealings with Sub-Vendors or third Parties. |
| 3.2 Conflict of Interests | <p>(a) The Vendor shall hold the Employer’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments.</p> <p>(b) If during the period of this contract, a conflict of interest arises for any reasons, the Vendor shall promptly disclose the same to the Employer and seek its instructions.</p> |
| 3.2.1 Vendors Not to Benefit from Commissions, Discounts, etc. | <p>(a) The payment of the Vendor pursuant to Clause GC 6 shall constitute the Vendor’s only payment in connection with this Contract or the Services, and the Vendor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Vendor shall use their best efforts to ensure that the Personnel, any Sub- Vendors, and agents of either of them similarly shall not receive any such additional payment.</p> <p>(b) Furthermore, if the Vendor, as part of the Services, has the responsibility of advising the “Employer” on the procurement of goods, works or services, the Vendor shall comply with the Employer’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Vendor in the exercise of such procurement responsibility shall be for the account of the “Employer”.</p> |
| 3.2.2 Prohibition of Conflicting Activities | The Vendor shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. |
| 3.3 Confidentiality | (a) Except with the prior written consent of the Employer, the Vendor and its Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Vendor and its Personnel make public the recommendations formulated in the course of, or as a |

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| | <p>result of, the Services.</p> <p>(b) The Vendor shall be bound by the Aadhaar Act 2016, Aadhaar Regulations and any other Guidelines/Rules/Procedures framed there under, as applicable to the services rendered under this Agreement. Any contravention thereof shall attract penal provisions as per the Aadhaar Act 2016, Aadhaar Regulation and any other Guidelines/Rules/Procedures framed there under.</p> <p>(c) Confidential Information means all data and information (i) disclosed by the Employer to the Vendor in oral, written, machine readable or other tangible form including information communicated by electronic mail, or (ii) obtained by the Vendor through observation or examination of the foregoing data, information or material, or (iii) disclosed orally or visually. No such information shall be deemed Confidential Information if such information:</p> <p>a) is or becomes publicly known through no wrongful act of the Vendor, or</p> <p>b) is received from a third party without restriction, or</p> <p>c) is independently developed by Vendor</p> <p>(d) Notwithstanding anything contained herein all information gathered by the Vendor pursuant to being associated with the Employer and reports, documents and papers generated by the Vendor in connection with the Employer shall be considered as Confidential Information of the Employer.</p> |
| 3.4 Insurance to be Taken Out by the Vendor | <p>The Vendor shall:</p> <p>(a) take out and maintain at their own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SC; and</p> <p>(b) at the Employer's request, Vendor shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p> |
| 3.5 Accounting, Inspection and Auditing: | <p>The Vendor shall:</p> <p>(a) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and</p> <p>(b) periodically permit the Employer or its designated representative, up to five years from expiration or</p> |

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| | <p>termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Employer, if so required by the Employer as the case may be.</p> |
| <p>3.6 Vendor's Actions Requiring Employer's Prior Approval</p> | <p>The Vendor shall obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> (a) Any change or addition to the Personnel listed in Appendix C (b) Change in timelines for the completion of any work-order/activity |
| <p>3.7 Reporting Obligations</p> | <ul style="list-style-type: none"> (a) The Vendor shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. (b) Final reports shall be delivered in electronic and other formats as specified in said Appendix B on Contract Closure or on Termination of contract. |
| <p>3.8 Documents Prepared by the Vendor to be the Property of the Employer</p> | <ul style="list-style-type: none"> (a) All plans, drawings, specifications, designs, reports or any other documents submitted by the Vendor under this Contract shall become and remain the property of the Employer, and the Vendor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. (b) The Vendor may retain a copy of such documents, but shall not use it anywhere, without taking prior permission, in writing, from the Employer and the Employer reserves the right to grant or deny any such request. (c) If license contracts are necessary or appropriate between the Vendor and third parties for purposes of development of any such computer programs, in such cases the Vendor shall obtain the "Employer's prior written approval to such contracts, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. |
| <p>3.9 Equipment, Vehicles and Materials Furnished by</p> | <p>In case of any Equipment, vehicles and materials are being made available to the Vendor by the "Employer", or purchased by the Vendor wholly or partly with funds provided by the "Employer", these shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Vendor shall</p> |

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| <p>the “Employer”</p> | <p>make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer’s” instructions. While in possession of such equipment, vehicles and materials, the Vendor, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.</p> |
| <p>3.10 Intellectual Property Rights (IPR)</p> | <p>(a) The intellectual property rights to all the deliverables listed under shall remain sole and absolute property of the “Employer”</p> <p>(b) The intellectual property rights of all the tools, processes, utilities, and methodology used in the provision of Services hereunder and/or development of any deliverables hereunder which were existing with Vendor prior to this Contract and all new ideas, inventions, innovations, or developments conceived, developed or made by Vendor or its consultants/employees (tools, processes, utilities, and methodology used in the provision of Services) shall remain the property of the Vendor.</p> <p>(c) Vendor grants the Employer a non exclusive, non transferable, worldwide, perpetual, irrevocable, paid up license to use the tools, processes, utilities, and methodology used in the provision of Services to the extent the same have been incorporated in the deliverables or are required for the use of deliverables in terms of this contract.</p> |

4. VENDOR’S PERSONNEL

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| <p>4.1 General</p> | <p>The Vendor shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.</p> |
| <p>4.2 Description of Personnel</p> | <p>(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Vendor's Key Personnel are as per the Vendor's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.</p> <p>(b) If required, to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Vendor by written notice to the "Employer", provided (i) that</p> |

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| | <p>such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's" written approval.</p> <p>(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Vendor.</p> <p>(d) In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.</p> |
| 4.3 Approval of Personnel | <p>The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the "Employer". In respect of other Personnel which the Vendor proposes to use in the carrying out of the Services, the Vendor shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".</p> |
| 4.4 Removal and/or Replacement of Personnel | <p>(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Vendor, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Vendor shall provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Vendor shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Vendors may wish to claim as a result of such replacement, shall be subject to the prior</p> |

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| | <p>written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Vendor shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.</p> |
| 4.5 Resident Project Manager | <p>(a) The Vendor shall ensure that at all times during the Vendor's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services as mentioned under this contract.</p> <p>(b) The Resident Project Manager shall collect all inputs/suggestions and showcase the final deliverables regarding the Scope of Work, Maintenance and new work thereafter from UIDAI Head Quarters.</p> <p>(c) The Resident Project Manger shall ensure the deliverables are as per the inputs/suggestions/work order only and provide/showcase updated versions in case required.</p> <p>(d) There is no additional cost (TA/DA) to be paid by the Employer, for the short deployment of Resident Project Manager at UIDAI HQ, whenever required by the Employer.</p> <p>(e) The Temporary deployment of the Resident Project Manager shall not exceed 5 working dates and can be availed only once in a quarter.</p> |

5. OBLIGATIONS OF THE EMPLOYER

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| 5.1 Assistance and Exemptions | <p>Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:</p> <p>(a) Provide the Vendor and Personnel with work permits and such other documents as shall be necessary to enable the Vendor or Personnel to perform the Services to be rendered under this contract.</p> <p>(b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(c) Provide to the Vendor and its Personnel any such other assistance and the same may be specified in the SC.</p> |
| 5.2 Change in | <p>If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which</p> |

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

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| 5.6 Limitation of Liability | (a) The Liability of the vendor (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this agreement, including the work, deliverables or service covered under this agreement, shall be the payment of direct damages only which shall in no event exceed the one time the total contract value payable under this agreement. The Liability cap under this clause shall not be applicable to the Indemnification clause set out in G.C. 10.1 clause (d,e,f) and Breach of Liquidated damages G.C clause 9 and Confidentiality clause G .C. 3.3 |
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6. PAYMENTS TO THE VENDOR

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| 6.1 Total Cost of Services | <p>(a) The total cost of the Services/item payable is set forth in Appendix D as per the negotiated rates as approved by the Employer based on Vendor proposal.</p> <p>(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D for each item.</p> <p>(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Vendor in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.</p> <p>(d) TA/DA shall be paid to the vendor, if vendor personal services are required by the Employer at the places/frequency not envisaged under this contract.</p> <p>(e) Total cost of service may vary in case of the change in Employer requirement during the course of contract.</p> |
| 6.2 Currency of Payment | All payments shall be made in Indian Rupees |
| 6.3 Terms of Payment | <p>The payments in respect of the Services shall be made as follows:</p> <p>(a) The Vendor shall submit the invoice for payment when the payment is due as per the agreed terms provided in the Work Order.</p> <p>(b) Once a specific item is completed, the Vendor's Resident Project Manager shall submit/showcase the requisite deliverables as specified in this Contract or work order</p> |

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| | <p>issued to the vendor.</p> <p>(c) The Employer shall release the requisite payment upon acceptance of the deliverables. The final payment/item wise as specified in Appendix D shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Vendor and approved as “satisfactory” by the "Employer" in form of a Completion Certificate.</p> <p>(d) The Services shall be deemed completed and finally accepted by the "Employer" and the final report and final statement shall be deemed approved by the "Employer" as satisfactory sixty (60) calendar days after receipt of the final report and final statement by the "Employer" unless the "Employer", within this period, gives written notice to the Vendor specifying in detail deficiencies in the Services, the final report or final statement. Completion Certificate is not required in case mentioned under this point.</p> <p>(e) The Vendor shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the "Employer" has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Vendor to the "Employer" within thirty (30) days after receipt by the Vendor of notice thereof. Any such claim by the "Employer" for reimbursement must be made within twelve (12) calendar months after receipt by the "Employer" of a final report and a final statement approved by the "Employer" in accordance with the above.</p> <p>(f) For the purpose of payment under Clause 6.3 (C) above, acceptance means; acceptance of the deliverables by the Employer after submission by the Vendor and the Vendor has made presentation to the EC / Employer (if presentation is required by the Employer) with / without modifications to be communicated in writing by the Employer to the Vendor.</p> <p>(g) If the deliverables submitted by the Vendor are not acceptable to the Employer / EC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Vendor. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the</p> |
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| | <p>payment will be released to the Vendor only after it re-submits the deliverable and which is accepted by the Employer.</p> <p>(h) All payments under this Contract shall be made to the accounts of the Vendor specified in the Contract or provided by the Vendor representative during the course of contract.</p> <p>(i) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Vendor of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Vendor in writing and the Vendor has made necessary changes as per the comments / suggestions of the Employer communicated to the Vendor.</p> <p>(j) In case of early termination of the contract, the payment shall be made to the Vendor as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Vendor shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Vendor in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.</p> |
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7. GOOD FAITH

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| 7.1 Good Faith | The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
| 7.2 Operation of the Contract | The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes |

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| | that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof. |
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8. SETTLEMENT OF DISPUTES

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| 8.1 Amicable Settlement | Performance of the contract is governed by the terms & conditions of the contract. In case any dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after the receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable. |
| 8.2 Arbitration | <p>(a) All disputes and/ or differences remaining unresolved after failing of endeavors under Clause 8.1 shall be referred to a Sole Arbitrator.</p> <p>(b) The authority to appoint the arbitrator shall be the International Centre for Alternative Dispute Resolution.</p> <p>(c) The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996.</p> <p>(d) Miscellaneous: In any arbitration proceeding hereunder:</p> <ol style="list-style-type: none"> proceedings shall be held in New Delhi; the English language shall be the official language for all purposes The Arbitration proceedings shall be governed by the substantive laws of India; and The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.” <p>(e) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration in its notice, at the time of invocation of arbitration and not thereafter.</p> |

9. LIQUIDATED DAMAGES

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| 9.1 Liquidity Damages | <p>(a) In the event Of delay for causes attributable to the service provider, in meeting the deliverables, UIDAI shall be entitled at its option to recover from the service provider as agreed, liquidated damage, a sum of 0.5% of that portion of the contract value/work order value which suffered delay for each completed week or part thereof by which the deliverables have been delayed subject with regards to specified timelines, to a maximum of 10% of the contract value/work order value. The delivery schedule against each activity is given under appendix A.</p> <p>(b) For any delay attributable to the Employer, Vendor shall be given corresponding additional time on a mutually agreed basis and such additional time shall not be considered for calculation of Liquidated Damages.</p> <p>(c) For any delay attributable to the Employer in providing inputs/suggestions or acceptance of final deliverables, Vendor shall not be liable of Liquidated Damages.</p> |
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10. MISCELLANEOUS PROVISIONS

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| 10.1 Miscellaneous Provisions | <p>(a) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.</p> <p>(b) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(c) The Vendor shall notify the Employer, of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>(d) The Vendor shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>(e) The Vendor shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in respect of any damages or compensation payable in consequences</p> |
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| | <p>of any accident or injury sustained or suffered by its (the Vendor's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Vendor.</p> <p>(f) The Vendor shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Vendor, in respect of wages, salaries, remuneration, compensation or the like. All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>(g) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost business, lost profit, or lost saving) nor for any third party claims (other than those set forth in G.C. 10.1 (d,e,f)) even if it has been advised of their possible existence.</p> |
|--|--|

12. CONTRACT DOCUMENTS

| | |
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| 12.1 Precedence of Contract Documents | <p>This Contract, together with the enumerated Documents mentioned below (all of which are incorporated herein by this reference) shall comprise this Contract and shall together be referred to as the “Contract Documents.” In the event of any inconsistencies between this Contract and the other Contract Documents, the following order of precedence in the interpretation hereof or resolution of such conflict hereunder shall prevail:</p> <p>(a) duly authorized and executed written amendments to this Contract executed by both Parties during the execution of contract</p> <p>(b) duly signed Contract executed by both Parties</p> <p>(c) Letter of Intent issued to the Vendor</p> <p>(d) Request of Proposal published on Central Public Procurement Portal</p> <p>(e) Documents, Report and any other documents submitted by the Vendor during the course of contract</p> <p>(f) Where an irreconcilable conflict exists among the Requirements as per this Contract, the earliest items mentioned above shall control over any item mentioned later.</p> |
|--|---|

II. Special Conditions of Contract

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

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|---|
| 1.5 | <p>Employer Name and Address :</p> <p style="text-align: center;">Asst. Director General Unique Identification Authority of India (UIDAI), Government of India, 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001</p> <p>Facsimile: _____</p> <p>E-mail:@uidai.net.in</p> <p>Vendor Name and Address:</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> |
| 1.7 | <p>The Authorized Representatives are:</p> <p>For the Employer:</p> <p>Name of Officer: Group Captain Daves Singh (Assistant Director General UIDAI)</p> <p>For the Vendor: _____</p> <p>Name of Officer and Designation:</p> |
| 2.1 | <p>Effective date of contract: Date of signing of the contract between the UIDAI and the Vendor</p> |
| 2.3 | <p>The date for the commencement of Services: Within 15 days from the date of signing of the contract between both the parties or as per the</p> |

| | |
|------------|---|
| | Project Milestones mentioned in Appendix A |
| 2.4 | The time period shall be thirty six months or such other period as the parties may agree in writing. |
| 3.4 | <p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Vendor or its Personnel with a minimum coverage as per Motor Vehicles Act 1988; (b) Third Party liability insurance, with a minimum coverage of the value of the contract (c) professional liability insurance, with a minimum coverage of the value of the contract (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Vendor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Vendor's property used in the performance of the Services, and (iii) any documents prepared by the Vendor in the performance of the Services. |

Binding signature of Employer Signed by _____

(for and on behalf of the UIDAI)

Binding signature of Vendor Signed by _____

(for and on behalf of _____ duly authorized vide Resolution

No _____ dated _____ of the Board of Directors of _____)

In the presence of

(Witnesses)

1.

2.

IV. Appendices

APPENDIX - A

DESCRIPTION OF SERVICES

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

Appendix B

REPORTING REQUIREMENTS

(Note: List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc.)

Review meetings with representative of the Vendor or Resident Project Manager before and after each deliverable submission for providing suggestions, validation and review, timelines or any other details.

This will also contains frequency of the review meeting as approved by UIDAI for implementation of Learning Management system and its maintenance thereafter.

Appendix C

STAFFING SCHEDULE FOR ITEMS MENTIONED UNDER THE SCOPE OF WORK

(Staff/Manpower of the Vendor approved by the Employer for the completion of this contract shall be included under this Appendix (negotiated staffing schedule including the engagement of sub-contractors of the vendor, if any)

Appendix D

TOTAL COST OF SERVICES

(Rates quoted in the financial proposal or the negotiated rates, percentage of distribution, timelines of each assignment/item whichever is applicable shall be included under this Appendix- refer Fixed Payment Schedule and Tentative Payment Schedule)

Appendix E

DUTIES OF THE "EMPLOYER"

(List of Services, facilities, approvals, reviews and property to be made available to the Vendor by the "Employer" shall be included in this Appendix).

Appendix F

Format of Bank Guarantee

Dear Sirs,

Guarantee No. _____
Amount of Guarantee _____
Guarantee cover from _____
Last date for lodgment of claim _____

This Deed of guarantee executed by the(name of Bank) having its
Central Office at and amongst other places, a Branch
at _____
(hereinafter referred to as 'the Bank') in favor of
_____ (hereinafter referred to as 'the Beneficiary ') for
an amount not exceeding Rs _____ (Rupees _____
_____) at the request of _____
(hereinafter referred to as 'the Contractor/s').

This Guarantee is issued subject to the condition that the liability of the Bank
under this Guarantee is limited to a maximum of Rs. _____
(Rupees _____)
and the Guarantee shall remain in full force up to _____ (Date of
expiry) and cannot be invoked otherwise than by a written demand or claim under
this Guarantee served on the Bank on or before the
_____ (last date of the claim)

BANK GUARANTEE

To

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

Dear Sir,

BANK GUARANTEE

WHEREAS

.....(Company name), a company registered under the
Companies Act, 1956 having its registered and corporate office at

....., hereinafter referred to as "our constituent", Which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated _____ (Herein after, referred to as "contract") with Unique Identification Authority of India, Govt. of India as detailed in the said contract.

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

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

- i. In the event of our constituent committing any breach/default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR (Amount in words) without any demur.
- ii. Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(s), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.
- iii. This Bank Guarantee shall continue and hold good till date subject to the terms and conditions in the said Contract.
- iv. We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract to date _____ as per said Contract.
- v. We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.
- vi. We hereby expressly waive all our rights:

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

- vii. We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.
- viii. We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

This Bank Guarantee shall be valid only up to _____date)

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

Yours faithfully,

For and on behalf of the _____ Bank,

(Signature)

Designation

(Address of the Bank)

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

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