

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

REQUEST FOR PROPOSAL



ENGAGEMENT OF INTERACTIVE VIRTUAL LEARNING DEVELOPMENT AGENCY AND RELATED SERVICES

RFP Number: HQ/2/2022-TNG-TST-HQ (E-7555)
Dated : 16/05/2023

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NOTICE INVITING TENDER

Unique Identification Authority of India (UIDAI), Ministry of Electronics and Information Technology, Government of India invites 'Online Bid Proposals' through GeM Portal from eligible bidders which shall be 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 GeM Portal.

Scope of Work	The Unique Identification Authority of India (UIDAI), Ministry of Electronics and Information Technology, 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/ Maintenance of Learning Management System etc. More details on the scope of work and services expected from the agency are provided in Section 6: Scope of Work of this RFP document.
Earnest Money Deposit (EMD) to be submitted	Rs 6,00,000/- (Rupees Six Lakhs only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form in name of 'Unique Identification Authority of India, Government of India' payable at New Delhi.

CRITICAL DATE SHEET

Publish Date	T
Submission of Queries/Clarification by Bidders, if any	T+07 (Only through e-mail with subject line "RFP for Engagement of Interactive Virtual Learning Content Development Agency_Pre Bid Queries_<Bidder's Name>") The queries should be submitted as per Para 6 (b) of Section 2 on the email id ad.ttc-hq@uidai.net.in
Pre-Bid meeting	T+09 at 1500 Hrs Note: A maximum of 3 (three) representatives per Bidder would be allowed to participate. Bidders will have to intimate the details of the attendees at least 2 days prior to the scheduled date of the Pre-Bid meeting at the email ID: ad.ttc-hq@uidai.net.in
Issue of Clarification/ Corrigendum	T+13
Bid Submission Start Date	T+14

Bid Submission End Date	T+28
Bid Opening Date	To be announced later. A maximum of 2 (two) representatives per Bidder would be allowed to participate in case interested. Bidders will have to intimate the details of the attendees at least 2 days prior to the scheduled date of the opening of Bid Proposal at the email ID: ad.ttc-hq@uidai.net.in

2. Bid proposals shall be submitted online through Custom Bidding on GeM Portal. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders' for e-submission of the Custom Bidding on the GeM Portal. Bid proposals may be scanned with 150 dpi with black & white option which helps in reducing size of the scanned document.
3. Not more than one bid shall be submitted by 1 (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 GeM Portal 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, the Bid Proposal shall be completely rejected and Bid Security Declaration/ EMD will be forfeited/ executed, and Bidder will be liable to be banned from doing business with UIDAI for a period of one year.
5. **Pre-Bid Meeting:** A pre-bid meeting or open forum shall be held at Unique Identification Authority of India (HQ), Aadhaar Building, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001. All prospective bidders are requested to send their queries or suggestions relating to this RFP on the email id ad.ttc-hq@uidai.net.in as per critical date sheet given above.
6. Based on queries received from prospective bidders, if required, UIDAI may amend this RFP or issue a corrigendum. Bidders are advised to visit the UIDAI website <https://uidai.gov.in> and GeM Portal again at least 3 days prior to Bid submission end date for any corrigendum/ addendum/ amendment that may have been issued.
7. The hard copy of original instruments in respect of Earnest Money Deposit must be submitted on or before Bid opening date/ time as mentioned in Critical Date Sheet to Director, TT&C Division, Unique Identification Authority of India (UIDAI), Government of India, 7th Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110 001.
8. The UIDAI reserves the right to reject any or all the Bids in whole or part, prior to signing of the Contract, without assigning any reasons whatsoever.
9. This "Invitation for online Bid Proposals" is non-transferable under any circumstances.

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Yours sincerely,
Director, TT&C Division

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

This RFP process will be administered through the GeM Portal. The Bidders are required to submit soft copies of their proposals electronically on the GeM Portal, using valid Digital Signature Certificates (DSCs). The instructions given below are meant to assist the bidders in registering on the GeM Portal, prepare their proposals in accordance with the requirements defined in this RFP and submitting their proposals on the GeM Portal.

All the pages of the Bid Proposals must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid Proposals. Failure to submit the Bid Proposals on time could cause the Bid Proposal to be rejected entirely, at the sole discretion of the Purchaser. The Purchaser will not accept delivery of the Bid Proposal by fax/e-mail or any other electronic/non-electronic means other than through uploading of the same on GeM Portal.

Bidders are advised to study the RFP document carefully. Online submission of Bid Proposals shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications. Bid Proposals prepared in accordance with the procedures enumerated in this Section should be submitted online only through Custom Bidding on GeM Portal not later than the date and time laid down in Critical Date Sheet of this RFP.

<p>1. Searching for RFP Documents</p>	<p>(a) There are various search options available on GeM Portal to facilitate bidders to search active RFPs by several parameters. These parameters could include RFP ID, organization name, location, date, value, etc. There is also an option of advanced search for active RFPs, 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 an RFP published on the GeM Portal.</p>
<p>2. Preparation of Bid Proposal</p>	<p>(a) Bidder should take into account any corrigendum published to this RFP document before submitting their Bid proposals.</p> <p>(b) The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid. The Bid documents can generally be in the PDF/ XLS formats. The Bid documents may be scanned with 150 dpi with black and white option.</p>

3. Submission of Bid Proposal	<ul style="list-style-type: none">(a) The Bidder should try to submit the Bid Proposals well before the last date and hence avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned in the Critical Date Sheet of this RFP.(b) The Bidder will not be allowed to submit the Bid Proposals after the end of Bid submission time.(c) The Bidder has to digitally sign and upload the required Bid Proposal one by one as indicated in this RFP. The Bidder shall furnish, as part of its Bid Proposals, Bid Security Declaration or an EMD amount as mentioned. In case of EMD, the Bidder has to select the payment option as "Offline" to pay the EMD as applicable and enter the details of the instrument. The Bidder shall seal the EMD envelope containing the original instrument. The Bidder shall mark its name and RFP reference number on the reverse of the instrument before sealing the same. The address of the Purchaser, name and address of the Bidder and the RFP reference number shall be marked on the envelope. The envelope shall also be marked with a sentence "NOT TO BE OPENED BEFORE THE DATE AND TIME OF PRE-QUALIFICATION/ TECHNICAL BID PROPOSAL OPENING". If the envelope is not marked as above, the Purchaser will not assume any responsibility for its misplacement, pre-mature opening etc.(d) A standard BoQ format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their Financial Bid Proposals in the format provided and no other format will be acceptable. The BoQ format for this RFP can be downloaded from the GeM Portal.(e) Upon successful and timely submission of Bid Proposals, the GeM portal will give a successful Bid Proposal submission message and a Bid summary will be displayed with the Bid Proposal Number and the date and time of submission of the Bid with all other relevant details.(f) The Bidder is allowed to re-submit the Bid Proposal before the last date of Bid submission and time. The Bid Proposal can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid Proposal submitted by the Bidder before the Bid submission date and time will be considered for Bid Proposal Evaluation.
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4. Assistance to Bidders	(a) Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to UIDAI or the relevant contact person indicated in the RFP. (b) Any queries relating to the process of online Bid submission or queries relating to the GeM Portal in general may be directed to Portal Toll Free Number: 1800-419-3436.
5. Consortium	Bid Proposals received from consortiums will not be considered. Such Bid Proposals shall be termed as 'invalid'.

SECTION 2: INSTRUCTIONS FOR BIDDERS PART II - STANDARD

PARAGRAPH NUMBER	DESCRIPTION
<p>Definitions</p>	<p>(a) “Assignment / job” means the work to be performed by the Bidder pursuant to the Contract.</p> <p>(b) “Bidder” means any entity or person that may provide or provides the Services to the Purchaser under the Contract.</p> <p>(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, which is the General Conditions (GC), the Special Conditions (SC), and the Appendices.</p> <p>(d) “CDA” means the Content Development Agency appointed by the Purchaser.</p> <p>(e) “Day” means calendar day.</p> <p>(f) “Purchaser” means the Unique Identification Authority of India (UIDAI), a statutory authority established under the provisions of the Aadhaar (Target Delivery of Financial and Other Subsidies, Benefits, and Services) Act 2016, (as amended) 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>(g) “Government” means the government of the Purchaser’s country. In this RFP “Government” means Government of India.</p> <p>(h) “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>(i) “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>(j) “Instruction to Bidders Part III - Data Sheet (Section 3 of the RFP)” means the document which provides information regarding evaluation of Bid proposals.</p> <p>(k) “Personnel” means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof.</p> <p>(l) “Proposal” means the Full Technical Proposal and the Financial Proposal.</p> <p>(m) “Request for Proposal (RFP)” means this document which explains scope of work, activities, tasks to be performed, respective responsibilities of the Purchaser and the Bidder, and expected results and deliverables of</p>

	<p>the assignment.</p> <p>(n) “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 purchaser and the Bidder, and expected results and deliverables.</p>
<p>1. Introduction</p>	<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 Purchaser 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 firsthand information on the Scope of Work and other Local conditions, Bidders are encouraged to visit the Purchaser on Pre-bid meeting date and place specified in Notice Inviting Tender before submitting their proposal.</p> <p>(i) Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.</p> <p>(j) UIDAI 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	(a) If a Bidder could derive a competitive advantage from having provided consulting services related to the assignment in question, the Purchaser 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.
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 Purchaser defines, for the purpose of this paragraph, the terms set forth below:-</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the EC (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 Purchaser, designed to establish prices at artificial, non-competitive 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) Purchaser 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 submit only one proposal.</p> <p>(b) If a Bidder submits or participates in more than one proposal, all such proposals shall be disqualified.</p>

<p>5. Proposal Validity</p>	<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 Purchaser will make its best effort to complete evaluation within this period.</p> <p>(d) Should the need arise, however, the Purchaser may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and fully commit to 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>(e) Bidders who do not agree, have the right to refuse to extend the validity of their Proposals, under such circumstances, the Purchaser shall not consider such proposal for further evaluation.</p>												
<p>6. Clarification and Amendment of RFP Document</p>	<p>(a) A prospective Bidder requiring any clarification of the RFP may notify the UIDAI in writing at the UIDAI’s mail address <i>Email Id: ad.ttc-hq@uidai.net.in</i></p> <p>(b) The queries must be submitted over mail in filled excel as per format given below:</p> <table border="1" data-bbox="507 1332 1345 1534"> <thead> <tr> <th>Sl. No.</th> <th>Page No. & Section, Clause, Sub-Clause</th> <th>Existing text</th> <th>Request/Change/Suggested/Query</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>(c) The UIDAI may/may not respond, to request for clarifications of the RFP, received later than the date prescribed by the UIDAI in Critical Date Sheet of this RFP.</p> <p>(d) A pre bid meeting will be held to address the queries of the applicants as per the date indicated in Critical Date Sheet in this RFP.</p> <p>(e) At any time prior to the Bid Submission Start Date and time, the UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by an amendment.</p> <p>(f) The amendment will be notified by UIDAI which will be binding on all Bidders.</p>	Sl. No.	Page No. & Section, Clause, Sub-Clause	Existing text	Request/Change/Suggested/Query								
Sl. No.	Page No. & Section, Clause, Sub-Clause	Existing text	Request/Change/Suggested/Query										

	(g) In order to provide prospective Bidders reasonable time to take the amendment into account in preparing their Bid Proposals, the UIDAI may, at its discretion, extend the last date for the submission of Bid Proposals.
7.Preparation of Proposals	<p>(a) The Proposal as well as all related correspondence exchanged by the Bidders and the Purchaser 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. 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 Purchaser will not be liable for any loss/cost incurrent by the bidder.</p>
8. Earnest Money Deposit (EMD) or Bid Security Declaration	<p>8.1 <u>Earnest Money Deposit (EMD)</u></p> <p>(a) Bidders shall submit EMD of Rs. 6,00,000/- (Six lakhs only) in form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form in name of 'Unique Identification Authority of India, Government of India' payable at New Delhi. The format of Bank Guarantee is given in APPENDIX I.</p> <p>(b) EMD must remain valid for at least 180 (One Hundred and Eighty) +45 days from the last date of Bid Submission date and the validity of the EMD should be extended in the event the last date of submission of the Proposal is extended.</p> <p>(c) Copy of the EMD instrument should be uploaded onto the GeM Portal and the hardcopy of the same shall be submitted.</p> <p>(d) The EMD is required to protect the Purchaser against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances as mentioned in below.</p> <p>(e) The Indian Bidders which are Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization or concerned ministry or department or start up as recognized by Department for Promotion of Industry and Internal</p>

	<p>Trade (DPIIT) are exempted from payment of EMD. In this case, the Bidders must submit the copy of valid registration certificate. However, such Bidders will have to submit Bid Security declaration.</p> <p>(f) EMDs of all unsuccessful Bidders will be returned at the earliest after expiry of the final Bid validity and latest on or before the 30th day after the award of contract.</p> <p>(g) The EMD of the Successful Bidder will be returned, without interest, upon submission of Performance security (of the amount and in the allowable forms as specified in this RFP) by the Successful Bidder.</p> <p>(h) In case the EMD/Bid Security declaration is not received within the stipulated time then the Purchaser reserves the right to forfeit and summarily reject the proposal of the concerned Bidder without providing any opportunity to the Bidder for any further correspondence.</p> <p>(i) The EMD may be forfeited:</p> <ul style="list-style-type: none">i. If a Bidder withdraws the proposal or increases the quoted prices after opening of the proposal and during the period of Bid validity period or its extended period, if any.ii. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance security in accordance with the terms and conditions (including timelines for furnishing Performance security) of this RFP.iii. During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. <p>(j) The decision of the Purchaser regarding forfeiture of the EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.</p> <p>8.2 <u>Bid Security Declaration</u></p> <p>(a) Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by Department of</p>
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	<p>MSME or registered with the Central purchase organization/NSIC or MeitY or start up as recognized by Department of Industrial Policy and promotion (DIPP) shall submit Bid Security Declaration (as per APPENDIX H) in a sealed envelope ("Bid Security Declaration"). Copy of the Bid Security Declaration should be uploaded onto the GeM Portal and the hardcopy of the same shall be submitted as per guidelines mentioned in Section II.</p> <p>(b) In case the Bid Security Declaration is not received by the stipulated time then the Purchaser reserves the right to reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.</p> <p>(c) The Bid Security Declaration will be executed:</p> <ol style="list-style-type: none"> i. If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any. ii. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance security in accordance with the terms and conditions (including timelines for furnishing Performance security) of this RFP. iii. If during the Bid process, if a Bidder indulges in any act as which may jeopardize or unnecessarily delay the process of bid evaluation and finalization. <p>(d) The decision of the Purchaser regarding execution of Bid Security Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.</p>
<p>9. Language</p>	<p>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.</p>

10. Full Technical Proposal Format and Content	<ul style="list-style-type: none">(a) Bidders are required to submit the Full Technical Proposal (FTP) which includes Checklist/Index (with page numbers) of FTP, Scan Copies of EMD or Bid Security declaration, non-disclosure agreement 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).(b) Formats for all the Standard forms are provided in Section 4 of this RFP.(c) Conditional Bid submitted by the Bidder will be rejected without giving any clarifications.(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 uploading.(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.(f) The full Technical Proposal shall be used by the Purchaser 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.(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.(h) All the information mentioned in the Form 1 & 2 must be supported by the below mentioned artifacts/documents:-<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 2017.(vii) Audited Financial Statements OR CA Certificate for confirming order value, area of activity and completion status with timelines.(viii) Copy of work orders showing terms of reference and scope of work and completion certificates
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	<p>OR Copy of work orders showing terms of reference and scope of work of assignment AND Certificate from practicing chartered accountant (CA) confirming the year, value & area of activity against project completion of 1 (one) assignment for a Govt. client.</p> <p>(ix) Certificate from Head (HR)/ company secretary for number of technically qualified professionals engaged in each domain OR Certificate from Head (HR)/ company 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 Purchaser 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</p>
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	<p>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> <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 which shall be provided under this assignment.</p> <p>(vi) Form TECH 5 - CVs of the Professional staff: Curriculum Vitae (CV) of each professional staff mentioned in Form Tech 5. Each CV should be signed by staff themselves or by authorized HR Representative of the Professional staff.</p>
<p>11. Financial Proposals</p>	<p>(a) The Financial Proposal shall be prepared using FORM FIN 1 - Financial Proposal Submission form.pdf, FORM FIN 2 - List of Professional Staff.pdf and FORM FIN 3- Total Cost of Servicein – 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 shall be in. pdf format.</p>
<p>12. Taxes</p>	<p>(a) The Bidders shall pay all such payable direct and indirect taxes, duties, fees, and other impositions as are levied under the Applicable Laws of India.</p> <p>(b) Bidders shall clearly mention GST in quoted rate in the financial bid.</p>

	(c) Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs.00.00)
13. Performance Security/ Performance Bank Guarantee (PBG)	<p>(a) The selected Bidders shall be required to furnish a Performance Security within 15 days of issuance of “Letter of Intent (LOI)” by the Purchaser.</p> <p>(b) Purchaser may cancel the Letter of Intent in case Bidder fails to submit the PBG in the above mentioned stipulated time period without giving any notice/clarifications to the selected Bidder.</p> <p>(c) The Performance security shall be equivalent to 10% of the Total Contract value as indicated in the “Letter of Intent” issued by the Purchaser and submitted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or Bank Guarantee from any of the Commercial Banks in name of ‘Unique Identification Authority of India, Government of India’ payable at New Delhi for the entire period of contract with an additional 60 days claim period.</p> <p>(d) The Performance security must be submitted after issue of LOI but before signing of the Contract.</p> <p>(e) The successful Bidders have to renew the performance security 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 security 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 Purchaser’s Representative stating the satisfactory completion of the project before requesting the return of PBG.</p> <p>(h) On submission of this performance security and after signing of the contract with the successful bidder, EMD of all the Bidders would be returned/ refunded.</p> <p>(i) The format for the Performance Bank Guarantee is provided in ‘APPENDIX F’ of RFP.</p> <p>(j) The PBG shall be invoked by the Purchaser in case the selected Bidder fails to discharge their contractual obligations during the contract period or Purchaser suffers any loss due to Bidder’s negligence in carrying out the project implementation as per Terms and Condition/timelines mentioned in the signed Contract.</p> <p>(k) The PBG may be invoked by the Purchaser in case the selected Bidder fails to sign the final Contract after</p>

	<p>acceptance of LOI, submission of PBG and after 15 days of final notice being issued by the Purchaser to the bidder.</p>
<p>14. Submission, Receipt, and Opening of Proposals</p>	<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 Purchaser on any matter related to Technical and/or Financial Proposal by themselves.</p> <p>(c) Any effort by Bidders to influence the Purchaser 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 Purchaser shall constitute an Evaluation Committee (EC) which will carry out the entire evaluation process.</p> <p>(e) The Bidder should note, that, in case any of the deviation(s) or assumption(s), indicated by the Bidder in its Technical Bid, 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>(f) The Purchaser 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>(g) The Purchaser 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>(h) Arithmetical errors will be rectified on the following basis - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, its bid will be rejected. If there is discrepancy between words and figures, the amount in words will prevail.</p> <p>(i) A bid determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.</p>

	<p>(j) The Purchaser may waive any minor infirmity or non-conformity 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>(k) The Purchaser 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 Purchaser deems necessary and appropriate.</p> <p>(l) 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>
<p>15. Evaluation of Full Technical Proposal</p>	<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 EC 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 Technical Proposal.</p> <p>(e) Bidders shall make presentation to Evaluation Committee (if required by the Purchaser) during the evaluation of the Technical Proposal.</p> <p>(f) Bidder shall submit any required/ additional information/artifacts (if required by the Purchaser) 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, and 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</p>

	<p>Criteria and scored a Technical Score of above 70 points; will be informed by notifications send through GeM Portal.</p>
<p>16. Opening and Evaluation of Financial Proposals</p>	<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 GeM Portal.</p> <p>(c) All the technically qualified bidders whose Financial Proposal is opened will be informed about the cost/financial score through notifications sent through GeM Portal.</p> <p>(d) Important details required for providing the cost is mentioned in the sample BoQ format provided in section</p>
<p>17. QCBS Mode of Evaluation and Final Selection</p>	<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 (denoted by TS) will get a weightage of 70% (denoted by T) and Commercial Bid Score (denoted by FS) a weightage of 30% (denoted by C).</p> <p>(b) The Bid, that obtains the Highest Final Total Score (FTS) value, will be rated as the Best Evaluated Bid and will be ranked as H-1 followed by the bids securing lesser marks as H-2, H-3 and so on. H-1 Bidder shall be invited for negotiations, if required and shall be recommended for award of contract. Detailed criterion is explained in the subsequent section.</p>
<p>19. Financial and Technical Negotiations</p>	<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 Purchaser will be incorporated in the Contract keeping in view that the suggestion does not have any additional financial implication on the Purchaser apart from the Financial Proposal submitted by the Bidder.</p> <p>(c) Bidder shall ensure that all the inputs/facilities required from the Purchaser 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 Purchaser and the Bidder shall be reviewed/ approved by the Purchaser.</p>

20. Conclusion of the negotiations	(a) After completing negotiations, the Purchaser shall issue a LOI to the selected Bidder, and promptly notify the selected Bidder about the decision taken on the negotiated points. (b) Bidder has to submit a Performance Security within 15 days after the issue of LOI
21. Award of Contract	(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. (b) The Bidder is expected to “Commence the Service” within 15 days of Contract signing. (c) The Contract will be awarded for a period of 3 years from the date of signing of the Contract.
22. Confidentiality	(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. (b) The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.

SECTION 3: INSTRUCTIONS TO BIDDERS PART III - DATA SHEET

REFERENCE -SECTION- 2 PART II (STANDARD)	DESCRIPTION		
16.(a) Evaluation of full Technical Proposal (pre-qualification evaluation)	Pre-Qualification Criteria (Packet 1 Part 1)		
	The Evaluation Committee of the Purchaser 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. Any document not enclosed by the bidder can be asked for by the Purchaser, provided it does not vitiate the tendering process		
	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, State Governments and PSUs	CEO/MD - Self-declaration
4.	The Bidder should be an organization or institution registered under the Indian Companies Act, 1956/ 2013 (as the case may be) and engaged in business of Virtual Interactive Learning Department/ Revision/ Training Delivery/ Learning Management System and Maintenance Project from last 5 years.	<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 2017.
5.	The bidder should have an average annual turnover of at least Rs. 3 crore (Rupees three crores) in last three financial years (2019-20, 2020-21 and 2021-22).	Audited Financial Statements OR CA Certificate for confirming order value, area of activity and completion status with timelines.
6.	The Bidder should have completed at least one (1) assignment with contract value of Rs. 1 crore or two (2) assignments with contract value of Rs. 50 lakhs or three (3) assignment with contract value Rs. 35 lakhs each-covering all the activities namely, - e-learning, classroom training and blended learning 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

		<p>AND</p> <p>Certificate from practicing CA confirming year, value & area of activity against project Completion.</p>
7.	<p>The Bidder should have completed at least one (1) assignment for a Government Client, covering all the activities namely e-learning, classroom training blended learning with an order value of at least 50 lakhs, in any of the preceding 3 years.</p>	<p>Copy of work orders showing terms of reference and scope of work and completion certificates.</p> <p>OR</p> <p>Copy of work orders showing terms of reference and scope of work of assignment</p> <p>AND</p> <p>Certificate from practicing CA confirming year, value & area of activity against project completion.</p>
8.	<p>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 Classroom Training Delivery etc.</p>	<p>Certificate from Head (HR)/company secretary for number of technically qualified professionals engaged in various domain with names, domain name, experience and project aligned. OR</p> <p>Certificate from Head (HR)/ company secretary on the arrangements with the external experts if any (Include appropriate supporting documents of engagement)</p>

	9.	The Bidder should be single applicant and not a consortium. However, external Subject Matter Expert’s (SME) may be associated as part of the Team.	CEO/MD – Self-declaration
	10.	Bidder should have an ISO Certificate 9001 or any other equivalent or better quality certification.	Certificate(s)
16. (b) Evaluation of full Technical Proposal (Technical Evaluation)	(a) (b) (c)	<p>Technical Evaluation Criteria- criteria, sub-criteria, and point system for the Detailed Evaluation of Technical Proposals are mentioned below as Annexure A.</p> <p>Each technical bid proposal will be assigned a technical score out of a maximum of 100 points.</p> <p>To qualify for commercial evaluation, minimum of 70 marks have to be secured in Technical Evaluation.</p>	
17. Evaluation of Financial Proposal	<p>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: $S_F = 100 \times (FL / F)$; Where:</p> <ul style="list-style-type: none"> • F is the Total Bid Price quoted in the Bid under consideration • FL is the value of lowest Commercial Bid 		
18. QCBS Evaluation	<ol style="list-style-type: none"> 1. The evaluation methodology to be adopted by the purchaser will be Quality cum Cost Based System (QCBS) method of evaluation where Technical Score (denoted by TS) will get a weightage of 70% (denoted by T) and Commercial Score (denoted by FS) a weightage of 30% (denoted by C) 2. Description of variables used: <ul style="list-style-type: none"> “TS” is the Technical Score for each bid as calculated out of 100 “FS” is Total Commercial Score for each bid as calculated out of 100 “T” is weight given to technical score which is 70% “C” is weight given to commercial score which is 30% 3. Bids will be ranked according to their weighted Technical Score “TS” and weighted Financial Score “FS”. 		

	<p>4. Final Total Score for each bid shall be computed as follows:</p> $\text{Final Total Score (FTS)} = \text{TS} * \text{T}(\%) + \text{FS} * \text{C}(\%)$ <p>5. The Bid, that obtains the Highest Final Total Score (FTS) value, will be rated as the Best Evaluated Bid and will be ranked as H-1 followed by the bids securing lesser marks as H-2, H-3 and so on.</p> <p>6. H-1 Bidder shall be invited for negotiations, if required and shall be recommended for award of contract.</p>
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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>Average Annual turnover of the company in last 3 financial years</p> <p>a) Minimum 3 crores: 4 points b) Over 3 crores up to 6 crores: 6 points c) Over 6 crores up to 9 crores: 8 points d) Over 9 crores: 10 points</p>	10	60
	<p>Assignments done by Company w.r.t. 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 Classroom Training Delivery)</p> <p>a) 1 crore upto 2 crore: 4 points b) Over 2 crore upto 3 crore: 6 points c) Over 3 crore upto 4 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 clients: 6 points c) 5 clients: 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	

		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 Classroom 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) Updating/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 for sub items), translation of content in other Regional languages and revision	5	
		7) Conduct of atleast 10 Master Training Sessions	5	
		8) Proposed Key Professional Staff in the related domain along with their CV.	5	
Total Technical Evaluation Score				100

SECTION 4: ELIGIBILITY & 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 the company’s Letter Head)

To,

Director, TT&C Division,
Address: Unique Identification Authority of India (UIDAI),
Government of India
7th Floor, Bangla Sahib Road,
Behind Kali Mandir,
Gole Market, New Delhi – 110 001

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

Dear Sir,

1. We, the undersigned, offer to provide services of Interactive Virtual Learning Content Development Agency for UIDAI ecosystem partner in accordance with your Request for Proposal published on GeM 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 the applicant (email, mobile number and telephone number)	
5.	Name and contact address of the person	

	to whom all references shall be made regarding this RFP	
6.	Contact details of contact person (email and mobile number and/or Telephone Number)	

Sincerely,

[Applicant's Name with seal]

Name:

Title:

Signature:

Date:

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

Sl. No.	Information Required	Details to be furnished	
1.	Incorporation/registration Information		
	Incorporation status of the company (public limited/ private limited, etc.)		
	Details of company's registration (attach the photocopy of the registration certificate)	Date of registration	
		Registrar of Companies (ROC) ReferenceNo.	
Details of registration with appropriate authorities for service tax and other statutory taxes/duties/ goods and services tax (for each, provide date of registration, registration reference/number and scan copies and any other relevant detail)	PAN GST ESIC EPFO Other registrations if any		
2.	Turnover from operations in India: as revealed in Annual Financial Statements for the respective years reported/ filed in India with the appropriate authority/authorities.		
	Financial Year	Revenue in INR in India-Overall	Revenue in INR in India – Related Scope of Work*
	FY 2021-22		
	FY 2020-21		
	FY 2019-20		
3.	Total experience of the company measured by years spent in e-learning, Instructor-Led-Training (ILT) and blended learning content development.	Yrs. (ILT) Yrs. (Blended learning)	

Sincerely,

[Applicant's Name with seal]Name:

Title:

Signature:

Date:

FORM TECH-1 TECHNICAL Proposal Submission Form

To:

Director, TT&C Division

Address: Unique Identification Authority of India (UIDAI),

7th Floor, Bangla Sahib Road, Behind Kali Mandir,

Gole Market, New Delhi – 110001

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

Dear Sir,

1. We, the undersigned, offer to provide services to UIDAI for Interactive Virtual Learning Content Development Agency in response to your Request for Proposal published on GeM 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 Purchaser.
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 and 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: Any document not enclosed by the bidder can be asked for by the Purchaser, provided it does not vitiate the tendering process

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	
<p>The citation mentioned below should indicate the following about the experience of the Bidder:</p> <ul style="list-style-type: none"> (i) brief write up (ii) scope of work (iii) effort proposed to be put in by the Bidder 	
Sl. 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 item 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 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 that your Development Approach and Methodology meets the expected quality and timelines laid down by the Purchaser.

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.

NOTE: Separate forms with Development Approach, Methodology used, Quality Parameters and Project Schedule/Timelines to be used for each item of the Scope of Work.

**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’S EMPLOYEE DETAILS		
Sl. 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			
Sl. 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 of Expert]:
2. Name of Company [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

Director, TT&C Division,
Address: Unique Identification
Authority of India (UIDAI),
Government of India,
7th Floor, Bangla Sahib Road,
Behind Kali Mandir,
Gole Market, New Delhi – 110 001

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

Dear Sir,

1. We, the undersigned, offer to provide services to UIDAI for Interactive Virtual Learning Content Development Agency in response to your Request for Proposal published on GeM 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 Updating/Revision of existing Training and Testing Content (refer to section 6.2.2 for deliverables)			
Sl. No.	Designation	Man days required	
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>			
Sl. No.	Designation	Man days required	
<i>II) Revision of Virtual Learning Hour</i>			
Sl. No.	Designation	Man days required	
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>			
Sl. No.	Designation	Man days required	
<i>II) Revision of Mobile Nugget</i>			
Sl. No.	Designation	Man days required	
4. Details of all the Professional Staff for Creation of Learning Management System (refer to section 6.2.5 for deliverables)			
Sl. No.	Designation	Man days required	
5. Details of Professional Staff for Maintenance of Learning Management System (refer to section 6.2.5 for deliverables)			
Sl. No.	Designation	Man days required	
6. Details of Professional Staff for Development of New Classroom Training and Testing Content (refer to section 6.2.6 for deliverables)			
<i>I) Fresh development of Learner Guide</i>			
Sl. No.	Designation	Man days required	
<i>II) Revision of Learner Guide</i>			
Sl. No.	Designation	Man days required	
<i>III) Fresh development of Power Point Presentations</i>			

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Sl. No.	Designation	Man days required	
<i>IV) Revision of Power Point Presentations</i>			
Sl. No.	Designation	Man days required	
<i>V) Fresh development of Text based Question Bank and Test Structure</i>			
Sl. No.	Designation	Man days required	
<i>VI) Revision of Text based Question Bank and Test Structure</i>			
Sl. No.	Designation	Man days required	
<i>VII) Fresh Development of Simulation based Question Bank and Test Structure</i>			
Sl. No.	Designation	Man days required	
<i>VIII) Revision of Simulator based Question Bank and Test Structure</i>			
Sl. No.	Designation	Man days required	
7. Details of Professional Staff for Content in other Regional languages (refer to section 6.2.7 for deliverables)			
<i>I) Fresh Translation of Content</i>			
Sl. No.	Designation	Man days required	
<i>II) Revision of translated Content</i>			
Sl. No.	Designation	Man days required	
8. Details of Professional Staff for Conduct of Master Training Session (refer to section 6.2.8 for deliverables)			
Sl. No.	Designation	Man days required	

FORM FIN-3 Cost for Fixed Deliverables

*Schedule of price bid in the form of BOQ1_XXXX .xls (below mentioned Table is for reference purpose only. Bidder has to fill the cost in BOQ_XXXX .xls provided with the RFP.)

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

Sl. No.	Deliverable	A (Cumulative Unit Cost for all the resources for item)			B (Tentative Quantity/ Number/ Frequency)	Unit	(A*B) Total Cost
		Base Price (BP)	GST	Total (BP + GST)			
1.	Updating/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.	Maintenance of Learning Management System				36	months	
7.	Development of Learner Guide				6	nos.	
8.	Revision of Learner Guide				2	revisions	
9.	Development of Power Point Presentation				6	nos.	
10.	Revision of Power Point Presentation				2	revisions	
11.	Development of Test Structure and Text Based Question Bank				6	nos.	
12.	Revision of Test Structure and Text Based Question Bank				2	revisions	
13.	Development of Structure and Simulation Based Question Bank				6	nos.	
14.	Revision of Test Structure and Simulation Based Question Bank				2	revisions	

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15.	Translation of Content in other regional languages				150	Pages	
16.	Revision of translated content				2	revisions	
17.	Conduct of Master Training Session- Tier I Cities				50	sessions	
18.	Conduct of Master Training Session-Tier II Cities				120	sessions	
19.	Conduct of Master Training Session-Tier III Cities				120	sessions	
TOTAL							

SECTION 6: SCOPE OF WORK – TERMS OF REFERENCE

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 operators 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 Ecosystem. 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.

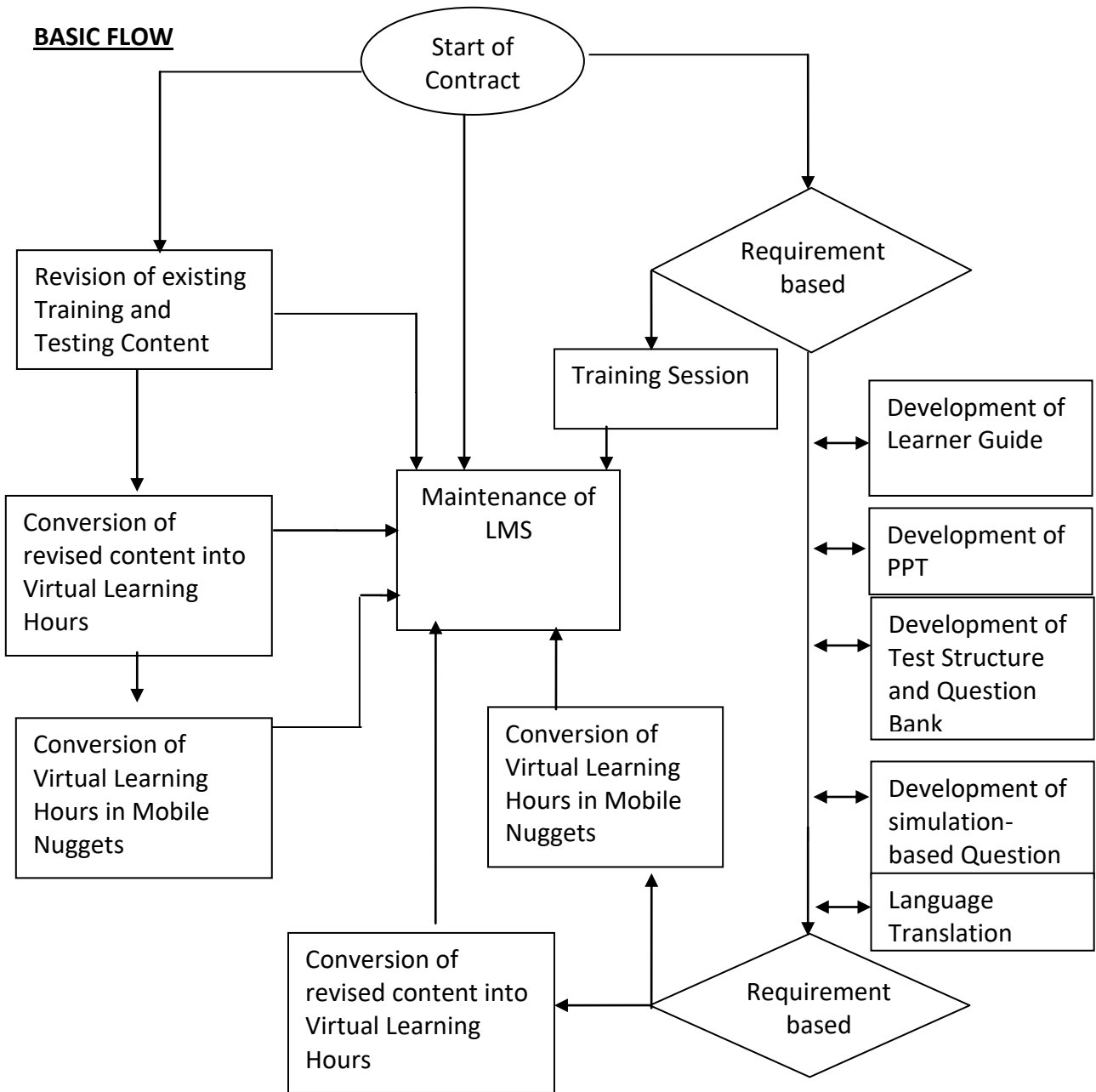
There are other stakeholders including officials from **Panchayati Raj Institutions (PRI)**/Urban Local Bodies (ULB), District Level Officers (DLOs) and Verifier which need to be sensitized about the Aadhaar Program and their Role in Aadhaar Enrolment Process. From time to time, UIDAI organizes various training/capacity building programs for these stakeholders.

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

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

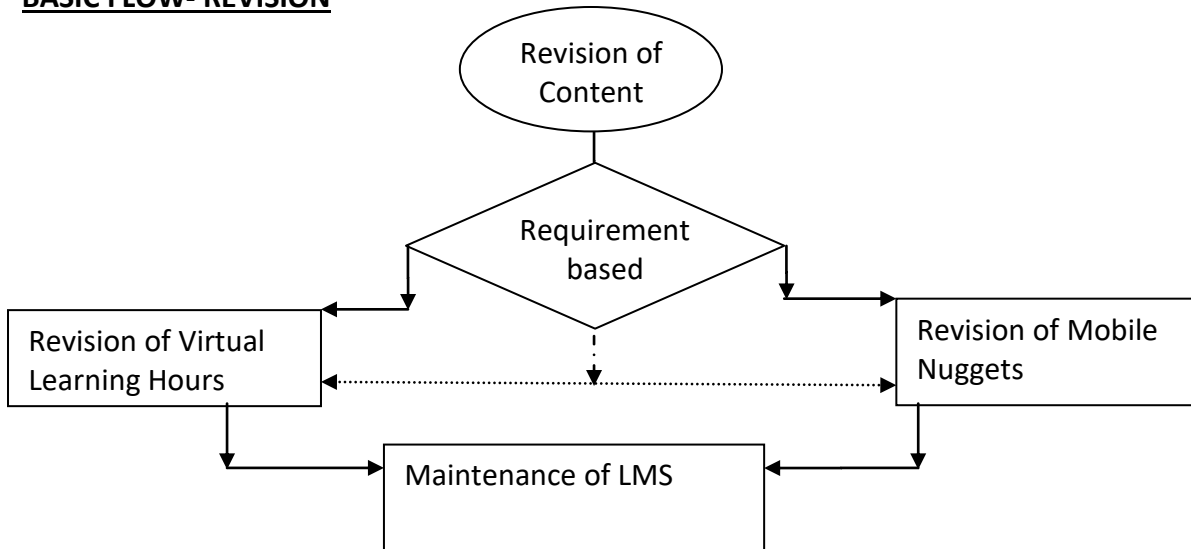
6.2 Detailed Scope of Work

- a) Basic workflow to complete the assignment is sequentially mentioned below for understanding of the Vendor: Revision of existing Training and Testing Content-> Convert the revised content into Virtual Learning Hours -> Convert the Virtual Learning Hours into Mobile Nuggets -> Upload the Virtual Learning Content and Mobile Nuggets on LMS -> On-board the stakeholder on the LMS and provide monitoring access to the Officials of UIDAI -> Maintenance of LMS



- 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/Classroom sessions are also needed to be conducted by the Vendor at multiple locations, whenever required.

BASIC FLOW- REVISION



6.2.1. Requirement Analysis Report (RAR) 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, Subject Matter Experts (SMEs) and intended 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) RAR Report must be submitted, as & when required by UIDAI, before starting any type of deliverables mentioned in **6.2.2 to 6.2.8**.
- j) The timeline for submission of RAR will be mutually agreed on a case-to-case basis.

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

- a) Vendor is required to update the training and testing content for target groups (Enrolment/Update, Authentication/Seeding, Manual De-duplication and Customer Relationship Management) mentioned in Training, Testing and Certification Policy (available on UIDAI website) as per 'Table A'.
- b) The percentage of changes will be approximately 15-20% of the existing content in terms of word count. The percentage of changes will be mutually agreed by the Vendor and UIDAI. The percentage of changes exceeding 20% will be chargeable on pro-rata basis.
- c) The cost of one-time update should also include updating/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 must 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, authentication/seeding, manual de-duplication, grievance handling and customer relationship management 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)
- f) The intended audience/ stakeholder for this training and testing content is as stated 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 Aadhaar Enrolment/update, authentication/seeding, manual de-duplication, grievance handling and customer relationship management by UIDAI).

Enrolment Ecosystem -

- i. Enrolment Agency - Operator
- ii. Enrolment Agency - Child Enrolment Lite Client Operator
- iii. Enrolment Quality Check Operator
- iv. Manual De-duplication (MDD) Operator
- v. Enrolment Agency- Verifier
- vi. Enrolment Agency and Registrar

Authentication Ecosystem-

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

Customer Relationship Management (CRM) Executive –

- i. Staff of CRM Service Provider of UIDAI for providing telephonic, email support to the resident related to service offered by Aadhaar

Table A – Training and Testing Content on “Aadhaar Enrolment/Update” and “Aadhaar Authentication and Seeding”					
Sl. 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 (Hindi, Bengali, Assamese, Gujrati, Malayalam, Tamil, Kannada, Marathi, Punjabi, Oriya, Telugu, Urdu)
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 (as mentioned at Sl. No. 1 in table above)
8.	Testing Content on Child Enrolment Lite Client and Test Structure	EA- CELC Operator	(a)Text based Question Bank	500 questions	English and 12 Regional Languages (as mentioned at Sl. No. 1 in table above)

9.	Comprehensive Module on Aadhaar Authentication Service and Seeding	AUA and KUA Agency Staff	(a)Learner Guide	One day content	English and 12 Regional Languages (as mentioned at Sl. No. 1 in table above)
10.	Testing Content on Authentication Service and Seeding and Test Structure	AUA and KUA Agency Staff	(a)Text based Question Bank	500 questions	English and 12 Regional Languages (as mentioned at Sl. No. 1 in table above)
11.	Comprehensive Module on CRM Communication	CRM Service Provider staff	(a)Learner Guide b) Text and Flash based Question Bank	One day content	English and 12 Regional Languages (as mentioned at Sl. No. 1 in table above)
12.	Comprehensive Module on Manual de-duplication	MDD Service Provider staff	(a)Learner Guide b) Text and Flash based Question Bank	One day content	English and 12 Regional Languages (as mentioned at Sl. No. 1 in table above)

6.2.2.1 Yearly Update/Revision of existing Training and Testing Content

- a) Vendor is required to update the Training and Testing Content (Aadhaar Enrolment/Update, Authentication/Seeding, Manual De-duplication and Customer Relationship Management) mentioned in para 6.2.2, at least once in each year. However, the frequency might increase based on requirement.
- b) The percentage of changes will be approximately 15-20% of the existing content in terms of word count. The percentage of changes will be mutually agreed by the Vendor and UIDAI. The percentage of changes exceeding 20% will be chargeable on pro-rata basis.

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 requirements.
- c) Vendor has to create Bi-lingual (English and Hindi) Virtual Learning content, wherever the content is available.
- d) The Virtual Learning content should be Shareable Content Object Reference Model (SCORM) / Aviation Industry Computer-based Training Committee (AICC) compliant and created on the basis of inputs provided by UIDAI.
- e) UIDAI will review and sign-off the Graphical User Interface (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 RAR 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.
 - vii. Progress of completion of course (in terms of %age)
- i) The Virtual Learning content should also be accessible through mobile/tablet devices.
- j) The Vendor shall ensure that Virtual Learning is developed in a browser friendly format. It must be compatible and viewable on latest versions of all the major web browsers.
- 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 Purchaser 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 changes will be approximately 15-20% of the original content in terms of duration. The percentage of changes will be mutually agreed by the Vendor and UIDAI. The percentage of changes exceeding 20% will be chargeable on pro-rata basis.
- c) The revised content has to be uploaded on the LMS based on UIDAI requirements. UIDAI will provide necessary support for uploading the modules to the LMS.

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 Mobile Nuggets.
- b) Vendor also has to create fresh Mobile Nuggets during the entire period of Contract based on UIDAI requirements.
- c) Normally, the Mobile Nuggets should be short duration lessons of up to 17 screens with maximum of 5 minutes duration primarily to be viewed through mobiles, tablets and pads. For certain critical topics, identified by UIDAI, a single Mobile Nugget with duration of 10 or 15 or 20 minutes may be developed and will be considered as combined delivery of 2 or 3 or 4 mobile nuggets with reference to the duration of the Mobile Nugget for payment purpose.
- d) Primarily developed using HTML 5 with attachments/ hyperlinks/ animations/voice over and should have the feature/functionality of adjusting to the display for different screen sizes - of mobile phones.
- e) Raw text based content/inputs will be provided by UIDAI to the Vendor in case of developing fresh mobile nuggets. The same will be added in the RAR 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 mobile nugget.
- f) Browser Compatibility: Lessons should run in all major web browsers & operating systems (OS) i.e. Google chrome, Firefox, Android, iOS, Blackberry, Windows, Safari, Opera etc. (supporting HTML 5)
- 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 in terms of percentage of progress/completed. 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 mobile nuggets in low bandwidth situations.

- i) The payment will be released for the number of delivered mobile nuggets based on sign-off/approval from UIDAI.

6.2.4.1 – Revision of Mobile Nuggets

- a) Vendor must revise the Mobile Nuggets (per nugget basis), as intimated by UIDAI, whenever there is a noticeable change in the ecosystem processes.
- b) The changes will be approximately 15-20% of the original content in terms of duration. The percentage of changes will be mutually agreed by the Vendor and UIDAI. The percentage of changes exceeding 20% will be chargeable on pro-rata basis.
- c) The revised content must be uploaded on the LMS based on UIDAI requirements.
- d) The payment will be released for the number of delivered mobile nuggets based on sign-off/approval from UIDAI.

6.2.5 Maintenance of Learning Management System (LMS) –

- a) Vendor must maintain the existing LMS hosted on UIDAI Server throughout the Contract period.
- b) 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.
- c) Vendor has to update the technology platform for the LMS, in case required due to compatibility issues/advancement in technology/specific requirement during the Contract period.
- d) Vendor has to update/repair/remove bug/vulnerability in LMS which are reported during the Contract period by UIDAI while performing any security and integration testing.
- e) Vendor has to upload the new content developed/revised and on-board the New Stakeholder introduced during the Contract period whenever required by UIDAI.
- f) Vendor has to train the UIDAI Stakeholders on the usage and hands-on-training on the functionality of LMS.
- g) LMS should send the notifications to all the stakeholders whenever any new module is added/revised in the LMS.

6.2.6. 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. 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 Requirement Analysis Report (RAR) 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) The fresh content created will be converted into Virtual Learning Hours and/or Mobile Nuggets and will be uploaded on Learning Management System, as and when required by the UIDAI,.

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 percentage of changes will be approximately 15-20 % of the original content in terms of word count. The percentage of changes will be mutually agreed by the Vendor and UIDAI. The percentage of changes exceeding 20% will be chargeable on pro-rata basis.

d) Learner Guide specifications and other details

- i. Based on the approval of RAR Report, Vendor needs to develop fresh Learning Content in form of a Learner Guide up to 25 pages
- ii. Based on the Purchaser requirement the number of pages may be increased and the remuneration for the same will be calculated on a pro-rata basis.
- iii. Learner Guide should have sample post-chapter/topics assessment exercises covering all the topic in the Guide 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 RAR Report, Vendor needs to develop power point presentation having up to 25 slides incorporating the inputs given by UIDAI in RAR.
- ii. Based on the Purchaser requirement, the number of slides may be increased and the remuneration for the same will be calculated on pro-rata basis.
- 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 UIDAI requirement.
- ii. Design assessment strategies at various Kirkpatrick's Levels of Evaluation with minimum text based 50 questions.
- iii. Based on UIDAI 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 including Sample Question Papers.
- vi. 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 UIDAI requirements.
- ii. Simulation based Question Bank cover real time scenario or require pictorial input/selection with up to 25 questions.
- iii. Based on the UIDAI requirements, 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.
- v. Vendor needs to collaborate with the UIDAI'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.

6.2.7. 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 languages will be finalized by UIDAI.
- d) The translated content must be compatible with LMS for both existing content and new content developed during the Contract period.

6.2.7.1 – Revision of Translated Content

- a) Vendor must 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 changes will be approximately 15-20% of the original content in terms of word count. The percentage of changes will be mutually agreed by the Vendor and UIDAI. The percentage of changes exceeding 20% will be chargeable on pro-rata basis.

6.2.8. Conduct of Master Training Session

- a) One day Master Training Session will be conducted by Master Trainer engaged by Vendor.
- b) Master Trainer may have 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) The Master Trainer(s) should possess at least 10 years' experience in training field, preferably in imparting training related to Aadhaar Ecosystem. Further, the Master Trainer(s) should have expertise in conducting both Online as well as classroom mode of training and should be well versed with latest trends in imparting training.
- d) Master Trainer must have good understanding of the local language of the intended audience to cater to larger audience.
- e) Master Trainer may share the inputs received from the previous Training Session for updated of periodic learning and Testing Content.
- f) 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.
- g) Master Trainer should mandatorily gather "Feedback" and one "Sample Question Paper" from each participant to assess the information gained by the participant, quality of the content, gather new inputs and improving the content delivery mechanism.
- 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. (For list of Tier I, II and III cities, refer to Ministry of Finance Office Memorandum dated 21st July, 2015 relating to re-classification/Upgradation of cities/towns for the purpose of grant of House Rent Allowance to Central Government Employees.)
- 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.).
- j) The one-day training means minimum 7-8 hours of training delivery.
- k) Training centre facility will be arranged by respective Registrar/Enrollment Agency/UIDAI.
- l) The target audience will be Government Officials, registrar/Enrollment staff or any other Stakeholders of UIDAI depending on the topic/subject of the training.
- m) Training session may also be conducted in virtual/online mode, as & when required by UIDAI.

6.2.9. Change Request

During the course of the Contract, UIDAI may decide to offer work with similar scope of work at the same terms and conditions and rate of the Contract. This shall be dealt through the Change Request procedure as defined at **APPENDIX J** (Section 7) on the same terms and conditions under the Contract. The value of such change will not be more than +/- 25 % of the Contract value. In case, any change is ordered, Contract value shall stand modified accordingly.

6.3. Roles and Responsibility of Vendor

Vendor is responsible for the delivery of the scope of work within this document 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 and Technical Developer, as specified under this document.
- 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 as per **APPENDIX B**.
- f) The Vendor would coordinate and cooperate with Testing and Certification agency authorized by UIDAI during preparation of 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 RAR Report.
- g) Provide approval on the RAR 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 document and detailed in the approved RAR 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 weeks of being intimated by UIDAI; failing which, appropriate LD as specified in this document, will be applicable.

6.6 Tentative Year wise distribution of Work

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

**RFP-ENGAGEMENT OF INTERACTIVE VIRTUAL LEARNING DEVELOPMENT AGENCY AND
RELATED SERVICES FOR UIDAI ECOSYSTEM 2023**

Sl. No.	Deliverable	First Year	Second Year	Third Year
1.	Updating/Revision of existing Training and Testing Content	1 Revision	1 Revision	1 Revision
2.	Virtual Learning Content Development		NA	NA
3.	Revision of Virtual learning hour	NA	1 Revision	1 Revision
4.	Creation of Mobile Nuggets		NA	NA
5.	Revision of one mobile nugget	NA	1 Revision	1 Revision
6.	Maintenance of Learning Management System	12 months	12 months	12 months
7.	Development of Learner Guide	6 Nos.		
8.	Revision of Learner Guide	2 revisions		
9.	Development of Power Point Presentation	6 Nos.		
10.	Revision of Power Point Presentation	2 revisions		
11.	Development of Test Structure and Text Based Question Bank	6 Nos.		
12.	Revision of Test Structure and Text Based Question Bank	2 revisions		
13.	Development of Test Structure and Simulation Based Question Bank	6 Nos.		
14.	Revision of Test Structure and Simulation Based Question Bank	2 revisions		
15.	Translation of Content in other regional languages	150 Pages		
16.	Revision of translated content	2 revisions		
17.	Conduct of Master Training Session- Tier I Cities	50		
18.	Conduct of Master Training Session- Tier II Cities	120		
19.	Conduct of Master Training Session- Tier III Cities	120		

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) Vendor will raise invoice for the completed and approved work from time to time for each deliverable.
- (c) The payment terms are divided into “Fixed Schedule” which has to be completed in first year and “Tentative Schedule” for the items which will be completed within 3 years of the Contract as per UIDAI requirement.
- (d) “T” is Date of Signing of Contract.

A- FIXED SCHEDULE

Sl. 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	T + 12 months	Sum Total of all the items
3.	1 st Revision of deliverable mentioned in para 6.2.2, 6.2.3 (2 nd year)	T+24 months	Sum Total of all the items
4.	2 nd Revision of deliverable mentioned in para 6.2.2, 6.2.3 (3 rd year)	T+36 months	Sum Total of all the items
5.	Maintenance of Learning Management System	T +6 Months	Maintenance Cost of LMS for six months
6.	Maintenance of Learning Management System	T +12 Months	Maintenance Cost of LMS for six months
7.	Maintenance of Learning Management System	T +18 Months	Maintenance Cost of LMS for six months
8.	Maintenance of Learning Management System	T +24 Months	Maintenance Cost of LMS for six months
9.	Maintenance of Learning Management System	T +30 Months	Maintenance Cost of LMS for six months
10.	Maintenance of Learning Management System	T +36 Months	Maintenance Cost of LMS for six months

B – TENTATIVE SCHEDULE

Sl. No.	Project Milestone	Due Date	Payment
1.	Deliverable mentioned in para 6.2.4	As per agreed timelines of each item	Payment will be released based on number of delivered Mobile Nuggets.
2.	Deliverable mentioned in para 6.2.6 and 6.2.7	As per agreed timelines of each item	Sum Total of all the items which are developed
3.	1 st Revision of Deliverable mentioned in para 6.2.6 and 6.2.7	As per agreed timelines of each item	Sum Total of all the items which are developed
4.	2 nd Revision of Deliverable mentioned in para 6.2.6, 6.2.7	As per agreed timelines of each item	Sum Total of all the items which are developed
5.	Deliverable mentioned in para 6.2.8	As per agreed timelines of each item	Payment will be released based on number of training sessions completed

SECTION 7: STANDARD FORM OF CONTRACT AND ANNEXURES

Between

Name of Purchaser

Unique Identification Authority of India
Government of India
7th Floor, Bangla Sahib Road,
Behind Kali Mandir,
Gole Market, New Delhi – 110001

And

Name of Vendor

Address of the Vendor

Dated: xx, XXXXXX, 2023

I. Form of Contract

THIS CONTRACT (hereinafter called the “**Contract**”) is made the [XXXXX] day of the month of [XXXXXX], 2023,

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 (as amended) (“**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 “**Purchaser**”/ “**UIDAI**”), being the party of the FIRST PART;

and

M/s _____ name (hereinafter called the “**Vendor**”) having its registered office at _____ acting through _____ which expression shall unless repugnant to the context thereof include his successors, legal heirs and permitted assigns being the Party of the OTHER PART

The Purchaser and the Vendor are collectively referred to as the “**Parties**” or individually referred to as a “**Party**” as the context may require.

WHEREAS:

- (a) The Purchaser 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 Purchaser 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 Purchaser
APPENDIX F: Performance Bank Guarantee (PBG)
2. The mutual rights and obligations of the Purchaser 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 Purchaser shall make payments to the Vendors in accordance with the provisions of the Contract.
3. The Vendor has already submitted a Performance security amounting to Rs. _____/- (Rupees in words) which would be valid for 90 days beyond the three years of period of 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 UIDAI acting through Chief Executive Officer or any other representative authorized by Chief Executive Officer, UIDAI

[Authorized Representative of Purchaser – Signature and Stamp]

For and on behalf of [M/s xxxxxxxxxx]

[Authorized Representative of Vendor- Signature and Stamp]

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.(b) “Bidder” means the entities/ companies bidding for this Contract.(c) “Competent Authority” means the appropriate authority of the Purchaser.(d) “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.(e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.(g) “Foreign Currency” means any currency other than the currency of the Purchaser’s country.(h) “GC” mean these General Conditions of Contract.(i) “Government” means the Government of the Purchaser’s country.(j) “In writing” means communicated in written form with proof of receipt.(k) “Local Currency” means the currency of the Purchaser’s country.(l) “Party” means the Purchaser or the Vendor, as the case may be, and “Parties” means both of them.(m) “Personnel” means persons hired by the Vendor and assigned to the performance of the Services or any part thereof.(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.(o) “Services” means the work to be performed by the Vendor pursuant to this Contract, as described in APPENDIX A-Scope of Work hereto.(p) “Vendor” means the any private or public entity that will provide the Services to the Purchaser under this Contract.
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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 “Purchaser” 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 (as amended) and the regulations framed there under. Notwithstanding anything contained herein, if the Vendor contravenes any provision of the Aadhaar Act 2016 (as amended) and the regulations framed there under, as applicable to the Services rendered under this Contract, 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 Purchaser 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 Purchaser or the Vendor may be taken or executed by the officials specified in the SC.
1.8 Taxes and Duties	The Vendor and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India as per provisions mentioned in GC Clause 5.2
1.9 Fraud and Corruption	
1.9.1 Definitions	It is the Purchaser’s policy to require that the Purchaser as well as Vendors observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this

	<p>policy, the Purchaser defines, for the purpose of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (a) “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; (b) “fraudulent collusive practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract; (c) “practices” means a scheme of arrangement between two or more Vendors, with or without the knowledge of the Purchaser, designed to establish prices at artificial, noncompetitive levels; (d) “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; (e) “unfair trade practices” mean supply of services different from what is ordered on, or change in the Scope of Work which was agreed to
<p>1.9.2 Measures to be taken by the Purchaser</p>	<ul style="list-style-type: none"> (a) The Purchaser 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 Purchaser to remedy the situation; (b) The Purchaser 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 Purchaser-financed Contract.
<p>1.9.3 Commissions and Fees</p>	<p>Purchaser 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 amount and currency, and the purpose of the commission or fee.</p>
<p>1.10 Interpretation</p>	<p>In this Contract unless a contrary intention is evident:</p> <ul style="list-style-type: none"> (a) the clause headings are for convenient reference only and do not form part of this Contract; (b) unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses; (c) unless otherwise specified, a reference to a clause, sub-

	<p>clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(i) Words/terms not defined in this Contract shall have the meaning assigned to it under the Aadhaar Act 2016 (as amended). In the event of an inconsistency between the terms of this Contract and this RFP and the Bid, the terms of this Contract hereof shall prevail.</p>
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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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 Purchaser shall be entitled to terminate the contract and invoke the Performance security furnished under this contract. This clause is not applicable for delays attributable to client/ purchaser in providing the necessary stage wise reviews & sign-offs.</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	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

Agreement	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 Purchaser is required.</p> <p>(c) Purchaser reserves the right to award only selected deliverables out of listed deliverables in ‘Scope of Work’ to the vendor.</p>
2.7 Force Majeure	
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, a <u>pandemic situation causing lockdown by the order of the concerned Government</u> (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	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>(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>
<p>2.7.3 Measures to be taken</p>	<p>(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Vendor, upon instructions by the “Purchaser”, shall either: (i) Demobilize; or (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>
<p>2.8 Suspension</p>	<p>The “Purchaser” 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>
<p>2.9 Termination</p>	
<p>2.9.1 By the Purchaser</p>	<p>The Purchaser may terminate this Contract in case of the occurrence of any of the events specified in here paragraphs (a) to (l) of this Clause GC 2.9.1. On occurrence of such event(s), the Purchaser shall give a written notice of termination of not less than thirty (30) days to the Vendor:</p> <p>(a) If the Vendor does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days</p>

	<p>after being notified or within any further period as Purchaser may have subsequently approved in writing.</p> <p>(b) If the Vendor becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Vendor, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(e) 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 thirty (30) days.</p> <p>(f) If the Vendor submits to the “Purchaser” a false statement which has a material effect on the rights, obligations or interests of the “Purchaser”.</p> <p>(g) If the Vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>(h) If the Vendor has been blacklisted by the UIDAI or disqualified for any reason.</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) Purchaser 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) If the Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.</p> <p>(l) In the event of the Vendor is found :</p> <p style="padding-left: 40px;">(1) Sub-contracting of work/services without the prior written approval of UIDAI.</p> <p style="padding-left: 40px;">(2) Providing incorrect information to UIDAI.</p> <p>(m) The Purchaser may by written notice sent to the Vendor, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of 90 days. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>(n) In case of termination as per clause (e), Purchaser will duly issue Termination Notice and considering representation if</p>
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	any.
2.9.2 Termination by the Vendor	<p>The Vendor may terminate this Contract, by not less than Ninety (90) days written notice to the Purchaser, 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 Purchaser 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 Vendor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p>
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, contents, 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 Purchaser 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</p>

	<p>any agreed payments upon termination of the contract. However, the “Purchaser” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser.</p> <p>(c) Applicable Under such circumstances, upon termination, the Purchaser 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 Purchaser within 30 days of termination date.</p>
<p>2.9.6 Disputes about Events of Termination</p>	<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 terms of any resulting arbitral award.</p>
<p>2.10 Extension of Contract</p>	<p>The contract may be extended by 1 (One) year, subject to satisfactory performance of the vendor, on mutual agreement by both the Parties.</p>
<p>2.11 Closure of Contract</p>	<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 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> <p>(e) All the knowledge transfer, handover of data or soft copies etc. shall be completed within 30 days from the day of termination.</p>

3. OBLIGATIONS OF THE VENDOR

3.1 General	
3.1.1 Standard of Performance	<p>(a) 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> <p>(b) The Vendor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser’s legitimate interests in any dealings with Sub-Vendors or third Parties.</p>
3.2 Conflict of Interests	<p>(a) The Vendor shall hold the Purchaser’s interest’s 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 Purchaser 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 “Purchaser” on the procurement of goods, works or services, the Vendor shall comply with the Purchaser’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Purchaser”. Any discounts or commissions obtained by the Vendor in the exercise of such procurement responsibility shall be for the account of the “Purchaser”.</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 Purchaser, the Vendor and its Personnel shall not at any time communicate to any person or entity any confidential information acquired

	<p>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 result of, the Services.</p> <p>(b) The Vendor shall be bound by the Aadhaar Act 2016 (as amended), the Regulations and any other Guidelines/Rules/Procedures framed there under, as applicable to the services rendered under this Contract. Any contravention thereof shall attract penal provisions as per the Aadhaar Act 2016 (as amended), the Regulations and any other Guidelines/Rules/Procedures framed there under.</p> <p>(c) Confidential Information means all data and information (i) disclosed by the Purchaser 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: a) is or becomes publicly known through no wrongful act of the Vendor, or b) is received from a third party without restriction, or 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 Purchaser and reports, documents and papers generated by the Vendor in connection with the Purchaser shall be considered as Confidential Information of the Purchaser.</p>
<p>3.4 Insurance to be Taken Out by the Vendor</p>	<p>The Vendor shall:</p> <p>(a) take out and maintain at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the SC; and</p> <p>(b) at the Purchaser’s request, Vendor shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
<p>3.5 Accounting, Inspection and Auditing:</p>	<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 Purchaser or its designated representative, up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser, if so, required by the Purchaser</p>

	as the case may be.
3.6 Vendor's Actions Requiring Purchaser's Prior Approval	<p>The Vendor shall obtain the Purchaser'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; (c) Any other activity, for which prior consent or approval (written or oral) is specifically mentioned in this Contract.
3.7 Reporting Obligations	<ul style="list-style-type: none"> (a) The Vendor shall submit to the Purchaser 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.
3.8 Documents Prepared by the Vendor to be the Property of the Purchaser	<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 Purchaser, and the Vendor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Purchaser, 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 Purchaser and the Purchaser 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 "Purchaser's prior written approval to such contracts, and the "Purchaser" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.
3.9 Equipment, Vehicles and Materials Furnished by the "Purchaser"	<p>In case of any Equipment, vehicles and materials are being made available to the Vendor by the "Purchaser", or purchased by the Vendor wholly or partly with funds provided by the "Purchaser", these shall be the property of the "Purchaser" and shall be marked accordingly. Upon termination or expiration of this Contract, the Vendor shall make available to the "Purchaser" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Purchaser's" instructions. While in possession of such equipment, vehicles and materials, the Vendor, unless otherwise instructed by the "Purchaser" in writing, shall insure them at the expense of the "Purchaser" 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 "Purchaser"</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 Purchaser 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>
<p>3.11 Non-Disclosure Agreement (NDA)</p>	<p>Service provider will furnish an undertaking in form of NDA that anything contained in this Bid Document, personnel of the Service Provider are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them shall not be disclosed in any manner. NDA format has been attached in APPENDIX G.</p>

4. VENDOR'S PERSONNEL

<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 "Purchaser", 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 "Purchaser", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Purchaser's written approval.</p> <p>(c) If additional work is required beyond the scope of the</p>

	<p>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 "Purchaser" 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 may be increased by agreement in writing between the "Purchaser" and the Vendor.</p>
<p>4.3 Approval of Personnel</p>	<p>The Key Personnel listed by title as well as by name in APPENDIX C are hereby approved by the "Purchaser". In respect of other Personnel which the Vendor proposes to use in the carrying out of the Services, the Vendor shall submit to the "Purchaser" for review and approval a copy of their Curricula Vitae (CVs). If the "Purchaser" 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 "Purchaser".</p>
<p>4.4 Removal and/or Replacement of Personnel</p>	<p>(a) Except as the Purchaser 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 resignation, 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 Purchaser finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Vendor shall, at the Purchaser's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Purchaser.</p> <p>(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Vendors may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Purchaser". 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>

<p>4.5 Resident Project Manager</p>	<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 "Purchaser", 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 Purchaser, for the short deployment of Resident Project Manager at UIDAI HQ. Whenever required by the Purchaser.</p> <p>(e) The temporary deployment of the Resident Project Manager shall not exceed 5 working days in each month.</p>
<p>4.6 Technical Developer</p>	<p>(a) The Vendor shall ensure that at all times during the Vendor's performance of the Services, a Technical Developer, acceptable to the "Purchaser", shall be deployed at UIDAI Tech Centre at Bangalore/Manesar.</p> <p>(b) The Technical Developer shall develop/update the immediate requirements of UIDAI.</p> <p>(c) There is no additional cost (TA/DA) to be paid by the Purchaser, for the deployment of Technical Developer.</p> <p>(d) Technical Developer will be placed at UIDAI Tech Centre at Bangalore/Manesar premises.</p>

5. OBLIGATIONS OF THE PURCHASER

<p>5.1 Assistance and Exemptions</p>	<p>Unless otherwise specified in the SC, the "Purchaser" 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>
<p>5.2 Change in the Applicable Law Related to Taxes</p>	<p>If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Vendor for providing the services i.e. GST 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</p>

and Duties	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).
5.3 Services, Facilities etc. of the "Purchaser"	<p>(a) The "Purchaser" 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>
5.4 Payment	In consideration of the Services performed by Vendor under this Contract, the "Purchaser" shall make to the Vendor such payments and in such manner as is provided by Clause GC 6 of this Contract. Purchaser reserves the right to award selected deliverables out of listed deliverables in 'Scope of Work' to the vendor.
5.5 Counterpart Personnel	<p>(a) If necessary, the "Purchaser" shall make available to the Vendor free of charge such professional and support counterpart personnel, to be nominated by the "Purchaser" with the Vendor's advice, if specified in APPENDIX E.</p> <p>(b) Professional and support counterpart personnel, excluding "Purchaser'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 "Purchaser" shall not unreasonably refuse to act upon such request.</p>
5.6 Limitation of Liability	(a) The Liability of the both the Parties, whether in contract, tort, negligence, strict liability in tort, by statute or otherwise (except in case of gross negligence or willful misconduct on the part of the Vendor or on the part of any person or company acting on behalf of the Vendor in executing the work or in carrying out the Services, the Vendor) for any claim in any manner related to this Contract, including the work, deliverables or service covered under this Contract, shall be the payment of direct damages only which shall in no event exceed the one time the total contract value payable under this Contract. 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.

6. PAYMENTS TO THE VENDOR

<p>6.1 Total Cost of Services</p>	<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 Purchaser 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 Purchaser at the places/frequency not envisaged under this contract.</p> <p>(e) Total cost of service may vary in case of the change in Purchaser requirement during the course of contract.</p> <p>(f) In case of increase or decrease in quantum of work defined under each item of scope of work, the unit price/item shall be used to calculate the additional cost if any. The Vendor has to include this additional cost in the RAR report for each item.</p>
<p>6.2 Currency of Payment</p>	<p>All payments shall be made in Indian Rupees.</p>
<p>6.3 Terms of Payment</p>	<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 issued to the Vendor.</p> <p>(c) The Purchaser 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 "Purchaser" in form of a Completion Certificate.</p>

	<p>(d) The Services shall be deemed completed and finally accepted by the "Purchaser" and the final report and final statement shall be deemed approved by the "Purchaser" as satisfactory sixty (60) calendar days after receipt of the final report and final statement by the "Purchaser" unless the "Purchaser", 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 "Purchaser" 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 "Purchaser" within thirty (30) days after receipt by the Vendor of notice thereof. Any such claim by the "Purchaser" for reimbursement must be made within three (3) calendar months after receipt by the "Purchaser" of a final report and a final statement approved by the "Purchaser" 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 Purchaser after submission by the Vendor and the Vendor has made presentation to the EC / Purchaser (if presentation is required by the Purchaser) with / without modifications to be communicated in writing by the Purchaser to the Vendor.</p> <p>(g) If the deliverables submitted by the Vendor are not acceptable to the Purchaser / EC, reasons for such non-acceptance should be recorded in writing; the Purchaser shall not release the payment due to the Vendor. This is without prejudicing the Purchaser's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Vendor only after it re-submits the deliverable and which is accepted by the Purchaser.</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 Purchaser to the Vendor in writing and the Vendor has made necessary changes as per the comments / suggestions of the Purchaser communicated to the Vendor.</p> <p>(j) In case of early termination of the contract, the payment</p>
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	<p>shall be made to the Vendor as mentioned here with:</p> <p>(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.</p> <p>(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

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one
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	<p>of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.</p>
<p>8.2 Arbitration</p>	<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 Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.</p> <p>(c) Miscellaneous: In any arbitration proceeding hereunder:</p> <ol style="list-style-type: none"> I. proceedings shall be held in New Delhi; II. the English language shall be the official language for all purposes; III. The Arbitration proceedings shall be governed by the substantive laws of India; and IV. 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>(d) 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

<p>9.1 Liquidity Damages</p>	<p>(a) The performance of the Vendor is measured in terms of Service Level Agreement (SLA) defined hereunder. As it is difficult to estimate the loss/damages suffered on account of not meeting with these SLAs, the amount specified hereunder shall be constructed as reasonable estimate of the damages and the Vendor agrees to pay such loss/damages, as hereunder, by way of deduction of payment due to Vendor in each concerned invoice.</p> <p>(b) The cumulative penalty amount on account of parameters mentioned below are capped at 10% of the Invoice value/ work order value.</p> <p>(c) For any delay attributable to the Purchaser, 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>(d) For any delay attributable to the Purchaser in providing inputs/suggestions or acceptance of final deliverables, Vendor shall not be liable of Liquidated Damages.</p>
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Sl. No.	Performance Indicator	Method of calculation	Service Level Metric	Penalty on breach of service level
1	Development & updating Contents on LMS	As per Appendix A	More than 98% on time	2% of invoice raised by the Vendor
2	MIS and Reporting	As per Appendix B	More than 98% on time	2% of half-yearly claim by the Vendor
3	Response time of LMS	Excellent/ Satisfactory/ Unsatisfactory	Unsatisfactory Feedback of RO/HQ>20%	2% of half-yearly claim by the Vendor
4	Usability (ease of navigation, user friendliness) of LMS.	Excellent/ Satisfactory/ Unsatisfactory	Unsatisfactory Feedback of RO/HQ > 20%	2% of half-yearly claim by the Vendor

10. MISCELLANEOUS PROVISIONS

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 Purchaser, 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 Purchaser/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 Purchaser/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the 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 Purchaser/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,</p>
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	<p>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 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>
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11. CONTRACT DOCUMENTS

<p>11.1 Precedence of Contract Documents</p>	<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 event of any inconsistencies between this Contract and the other Contract Documents, the following order of precedence in 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 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 GeM 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 Requirements as per this Contract, earliest items mentioned above shall control over any item mentioned later.</p>
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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>Purchaser Name and Address: RVN Srinivas Director Training, Testing & Certification Headquarters, Unique Identification Authority of India (UIDAI), Government of India, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001. E-mail : dir.eu2-hq@uidai.net.in Contact No. 011-23478404</p> <p>Vendor Name and Address: </p>
1.7	<p>The Authorized Representatives are: For the Purchaser: Name of Officer: RVN Srinivas (Director, UIDAI) For the Vendor: 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 Project Milestones mentioned in APPENDIX A for each item.</p>
2.4	<p>The time-period shall be thirty-six months or such other period as the parties may agree in writing.</p>

3.4	The risks and the coverage shall be as follows: (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) Purchaser'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.
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Binding signature of Purchaser 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 "Purchaser" 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 "Purchaser", etc.]

-- As per Section 6 – Scope of Work --

APPENDIX-B

REPORTING REQUIREMENTS

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

Weekly/Monthly/Quarterly/Half-Yearly/Yearly Review meetings with representative of the Vendor or Resident Project Manager, as & when required by UIDAI, before and after each deliverable submission for providing suggestions, validation and review, timelines or any other details.

This will also include the review meetings for maintenance of Learning Management system.

APPENDIX-C

STAFFING SCHEDULE FOR ITEMS MENTIONED UNDER THE SCOPE OF WORK

[Staff/Manpower of the Vendor approved by the Purchaser 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 "PURCHASER"

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

APPENDIX-F

Format of Performance Bank Guarantee

(To be stamped in accordance with Stamp Act)

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

Ref.....

Bank Guarantee No.....

Date.....

To

Unique Identification Authority of India
Ministry of Electronics & Information Technology (MeitY),
UIDAI HQ, Bangla Sahib Road,
Behind Kali Mandir, Gole Market,
New Delhi – 110001

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology (MeitY), Government of India (hereinafter referred to as the '**Purchaser**' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Vendor, resulting in a Contract, bearing No..... dated.....valued at.....for engagement of Interactive virtual learning development agency and related services and the Vendor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in both words & figures).
2. We..... (Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Vendor merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Vendor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Vendor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the Purchaser and the Vendor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee

herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.

3. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Vendor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Vendor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Vendor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
4. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor and notwithstanding any security or other guarantee the Purchaser may have in relation to the Vendor's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - a. Our liability under this guarantee is restricted to Rs. (in words & figures).
 - b. This Bank Guarantee will be valid up to; and
 - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....2023 at.....

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

APPENDIX G

(PROFORMA OF NON-DISCLOSURE AGREEMENT)

NON-DISCLOSURE AGREEMENT

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

This Non-Disclosure Agreement ("**NDA**" or "**Agreement**") is made and entered into [*insert details*] day of [*insert details*] month [*insert details*] year (effective date) by and between UIDAI ("UIDAI/ Department") and [*insert details*] ("Company").

WHEREAS, we the undersigned Vendor, _____, having our principal place of business/ registered office at _____, are desirous of bidding for Bid No _____ covering " _____ [RFP Name]" (hereinafter called the said 'RFP') to the Deputy Director General, Unique Identification Authority of India, having its office at UIDAI HQ, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001, hereinafter referred to as 'Purchaser' and, WHEREAS, the Vendor is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser:

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

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Declaration ("**Confidential Information**") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the bidding process and contract period and will survive the contract period in case we are selected as a successful Vendor.
2. Confidential Information does not include information which:
 - a. the Vendor knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b. information in the public domain as a matter of law;
 - c. is obtained by the Vendor from a third party without any obligation of confidentiality;
 - d. the Vendor is required to disclose by order of a competent court or regulatory authority;
 - e. is released from confidentiality with the written consent of the Purchaser.

The Vendor shall have the burden of proving that the above is applicable to the information and is in the possession of the Vendor.

3. The Vendor agrees to hold in trust any Confidential Information received by the Vendor, as part of the Tendering process or otherwise, and the Vendor shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Vendor uses to protect its own confidential and proprietary information. The Vendor also agrees:
 - a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
 - b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Vendor of release of its obligations in relation to the said Confidential Information.

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

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

5. The Vendor shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Vendor shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Vendor or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Vendor shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained

herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

7. In the event that the Vendor hereto becomes legally compelled to disclose any Confidential Information, the Vendor shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Vendor shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Vendor applies to its own similar Confidential Information but in no event less than reasonable care.
8. The Vendor agrees to indemnify the Purchaser against any and all losses, damages, claims, or expenses incurred or suffered by the Purchaser as a result of the Vendor's breach of this Agreement.
9. Governing Law – This NDA shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and /or Forums situated at New Delhi, India only. All disputes under this NDA shall be resolved amicably within 30 days, failing which, the Parties shall refer the dispute, to arbitration, in accordance with the Arbitration and Conciliation Act, 1996. The Parties shall endeavour to appoint a sole arbitrator with mutual consent. If the Parties do not agree on a sole arbitrator, each Party shall appoint one arbitrator and the two arbitrators shall appoint the third (or presiding) arbitrator. The venue of arbitration proceedings shall be at New Delhi, India. All arbitration proceedings shall be in English. The award shall be final and binding on the Parties.
10. The Vendor understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Purchaser irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the Purchaser shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Purchaser shall deem appropriate. Such right of the Purchaser shall be in addition to Remedies otherwise available to the Purchaser at law or in equity.
11. Entire Agreement. This Contract constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both or a hand written, representations and understandings among the parties with respect to the subject matter hereof.
12. Amendments-No amendment, modification and/or discharge of this shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorised officers or representatives.
13. Binding Agreement-This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
14. Severability-It is the intent of the Parties that in case anyone or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
15. Waiver-If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
16. Survival-Both parties agree that all their obligations undertaken herein with respect to

Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.

17. Notwithstanding any other provisions of this Agreement, the obligations of confidentiality of the information shall survive the termination or expiration of this Agreement.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For and on behalf of:

(VENDOR)

Authorised Signatory Office Seal:

Name:

Place:

Designation:

Date:

APPENDIX H

BID SECURITY DECLARATION FORM

Date:
Bid No.:

To
The Deputy Director General (TT&C),
Unique Identification Authority of India (UIDAI),
UIDAI HQ, Bangla Sahib Road,
Gole Market, New Delhi – 110001

We, the undersigned, declare that:

We, M/s..... (herein referred as Vendor) understand that, according to Bid clause 8.2 of SECTION 2, bids may be supported with a Bid Security Declaration, therefore rather than submitting the Earnest Money Deposit Form as attached at **APPENDIX I** of the RFP, Vendor render the declaration that:

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

- (a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- (b) In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Security in accordance with the terms and conditions (including timelines for furnishing Performance security) of this RFP; or If 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).
- (c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

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

(Signature)

Authorized Signatory

Name: _____
Designation: _____
Office Seal: _____
Place: _____
Date: _____

APPENDIX I

BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

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

Ref.....

Bank Guarantee No.....

Date.....

To
Unique Identification Authority of India
Ministry of Electronics & Information Technology (MeitY),
UIDAI HQ, Bangla Sahib Road,
Behind Kali Mandir, Gole Market,
New Delhi – 110001

Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No..... M/s having its Registered/ Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said Bid or..... and you, as a special favor have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid up to on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the Bank at (local address) having our Head office at guarantee and undertake to pay immediately on demand by Unique Identification Authority of India (UIDAI), the amount of(in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
 - a. Our liability under this guarantee is restricted to Rs. (in words & figures).
 - b. This Bank Guarantee will be valid up to; and
 - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....2022.....at.....

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

APPENDIX J: CHANGE REQUEST PROCESS

This applies to and describes the procedure to be followed in the event of any proposed change to the Contract Agreement Implementation Phase. Such change shall include, but shall not be limited to, changes in the scope of services provided by the CDA and changes to the rates, terms of payment as stated in the Terms of Payment Schedule.

UIDAI and the CDA recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The CDA will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the RFP, UIDAI will work with the CDA to ensure that all changes are discussed and managed in a constructive manner.

1. CHANGE CONTROL NOTE ("CCN")

- a. Change requests in respect of the CDA work will emanate from the CDA or UIDAI, who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will hereto complete Part A of the CCN. CCNs will be presented to the other Party who will acknowledge receipt by signature of the CCN.
- b. The CDA and UIDAI, while preparing the CCN, shall consider the change in the context whether the change is beyond the scope of Services including ancillary and concomitant services required as per scope of work of the RFP and will not be more than +/- 25 % of the Contract value.
- c. It is hereby also clarified that the changes will be calculated on the basis of additional effort quoted by the CDA in its bid.

2. QUOTATION

- a. The CDA shall assess the CCN and complete Part B of the CCN. In completing Part B, of the CCN, CDA shall provide as a minimum:
 - i. a description of the change;
 - ii. a list of deliverables required for implementing the change;
 - iii. a timetable for implementation;

- iv. an estimate of any proposed change;
 - v. any relevant acceptance criteria;
 - vi. an assessment of the value of the proposed change;
 - vii. Material evidence to prove that the proposed change is not already covered within the scope of the RFP.
- b. Prior to submission of the completed CCN to UIDAI, or its nominated agencies, the CDA will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the CDA shall consider the material effect of the proposed change in the context of the UIDAI content development work affected by the change and the total effect that may arise from implementation of the change.

3. COSTS

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process, provided the CDA meets the obligations as set in the CCN. The cost will not be more than +/- 25 % of the Contract value. In the event, after a CCN is generated and accepted by both parties, the CDA is unable to meet the obligations as defined in the CCN, then all LD and SLA provisions of the contract shall be applicable.

4. OBLIGATIONS

The CDA shall be obliged to implement any proposed changes once approval in accordance with this schedule has been given, with effect from the date agreed for implementation plan.

5. CHANGE CONTROL NOTE FORMAT

Change Control Note		CCN Number:
Part A: Initialisation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Details of Proposed Change		
Authorized by UIDAI	Date:	
Name:		
Signature:		
Received by CDA	Date:	
Name:		
Signature:		
Change Control Note		CCN Number:
Part B: Evaluation		
Brief Description of Solution:		
Impact:		
Deliverables:		
Timetable:		
Charges for Implementation:		
Other Relevant Information:		
Authorized by the CDA	Date:	

**RFP-ENGAGEMENT OF INTERACTIVE VIRTUAL LEARNING DEVELOPMENT AGENCY AND
RELATED SERVICES FOR UIDAI ECOSYSTEM 2023**

Name:	
Signature:	
For UIDAI	For CDA
Signature	Signature
Name	Name
Title	Title
Date	Date
Change Control Note	CCN Number:
Part C: Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved Rejected	