



**MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY**  
**UNIQUE IDENTIFICATION AUTHORITY OF INDIA (UIDAI), NEW DELHI**



**Request for Proposal (RFP)**

**For**

**Hiring of Project Management Consultancy for selection and on-boarding of MSP(s)**

**{Managed Service Provider(s)}**

RFP Number: HQ-24072/1/2023-TECH-II-HQ

Dated: 30/05/2025

Bangla Sahib Road, Behind Kali Mandir,

Gole Market,

New Delhi – 110001



## Disclaimer

This Request for Proposal ("RFP") is issued by the Unique Identification Authority of India (UIDAI).

This RFP is not an agreement by the Purchaser to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

While reasonable care has been taken in providing information in this RFP, the bidders are advised not to rely completely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations into the project, the regulatory regime which applies thereto and all matters pertaining to the purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.

The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bid proposals at the sole discretion of the purchaser. In case any major revisions to this RFP are made by the purchaser before the last date of submission of the bid proposals, the purchaser may, at its discretion, provide reasonable additional time to the bidders to respond to this RFP. Neither the purchaser nor any of its officers, employees nor any advisors undertake to provide any bidder with access to any additional information or to update the information in this RFP.



## Abbreviations and Acronyms

<b>ASKs</b>	Aadhaar Seva Kendras
<b>AUAs</b>	Authentication User Agencies
<b>BoQ / BOM</b>	Bill Of Quantity/ Bill of Material
<b>BNS</b>	Bharatiya Nyaya Sanhita
<b>BSPs</b>	Biometric Service Providers
<b>C</b>	Weightage given to commercial score which is 30%
<b>CA</b>	Chartered Accountant
<b>CIDR</b>	Central Identities Data Repository
<b>DSCs</b>	Digital Signature Certificates
<b>EC</b>	Evaluation Committee
<b>EMD</b>	Earnest Money Deposit
<b>FL</b>	The value of lowest Commercial Bid
<b>FM</b>	Total Bid Price quoted in the Bid under consideration
<b>FS</b>	Financial Score
<b>FTP</b>	Full Technical Proposal
<b>FTS</b>	Final Total Score
<b>GCC</b>	General Conditions of Contract
<b>INR</b>	Indian Rupee
<b>IST</b>	Indian Standard Time
<b>IT</b>	Information Technology
<b>KUAs</b>	KYC User Agencies
<b>MeitY</b>	Ministry of Electronics and Information Technology
<b>MSAP</b>	Managed Services Application Provider
<b>MSIP</b>	Managed Services Infrastructure Provider
<b>MSP(s)</b>	Managed Service Providers
<b>NDA</b>	Non-Disclosure Agreement
<b>NOA</b>	Notification of Award
<b>PBG</b>	Performance Bank Guarantee
<b>PMC</b>	Project Management Consultant
<b>PQ</b>	Pre-Qualification
<b>QCBS</b>	Quality and Cost Based Selection
<b>QGR</b>	Quarterly Guaranteed Revenue
<b>RFP</b>	Request For Proposal
<b>T</b>	Weightage given to technical score which is 80%
<b>ToR</b>	Terms of Reference
<b>TS</b>	Technical Score
<b>UIDAI</b>	Unique Identification Authority of India



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## 1 Section 1 – Invitation to Bid

### 1.1 Notice Inviting Tender

- 1.1.1 Unique Identification Authority of India (UIDAI), Ministry of Electronics and Information Technology, 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**, or as amended and notified on the GeM portal. RFP documents may be downloaded from UIDAI Website: <https://uidai.gov.in> (for reference only) and from GeM Portal <https://gem.gov.in>.
- 1.1.2 The requirement under this RFP is to hire an organization, as Project Management Consultant (PMC) to assist UIDAI in designing the next phase of functional and technical strategy, and onboard new Managed Service Provider(s) (MSP(s)) ensuring alignment with the UIDAI vision.
- 1.1.3 Any contract that may result from this public procurement competition will be issued for the initial term of seventy-eight months (78 months) i.e., Six years and six months (6.5 years) ("the Term") from the date of signing of the contract.
- 1.1.4 The engagement will consist of three (3) phases:
- 1.1.4.a Phase-1 - The duration of this phase will be eighteen (18) months i.e., 1 year and 6 months (1.5 year) from the date of signing of the contract. This phase will broadly cover drafting and finalizing future IT Strategy, finalizing the RFP(s) for engagement of MSP(s) and signing of contract(s) with MSP(s).
- 1.1.4.b Phase-2 – The duration of this phase will be approximately Twelve (12) months i.e., one (1) year from the **completion of Phase-1**. It encompasses support in Transition & Takeover of new MSP(s).
- 1.1.4.c Phase-3 –The duration of this phase will be approximately five (5) years from the **completion of Phase-1**. It encompasses support in project management and governance of the contract(s).



- 1.1.5 Purchaser reserves the exclusive right to extend the term, either once or in multiple instances, for an additional period of up to two (02) years, or part thereof, under the same terms and conditions, if required. Notice of extension or non-extension will be provided at least three (3) months prior to the contract expiry date.
- 1.1.6 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 proposal 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.
- 1.1.7 Not more than one proposal shall be submitted by one (01) bidder. If a bidder submits or participates in more than one proposal, all such proposals shall be disqualified.
- 1.1.8 Under no circumstance will a father and his son(s) or other close relations who have business relationships 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.
- 1.1.9 Bidders who have downloaded the RFP from the GeM portal shall not tamper or modify the RFP form including downloaded price bid template in any manner. In case, if the same is found to be tampered or modified in any manner, the bid proposal shall be completely rejected and EMD / Bid Security Declaration will be forfeited / executed, and bidder will be liable to be banned from doing business with UIDAI for a period of one year.
- 1.1.10 A pre-bid meeting or open forum (in person) shall be held at Unique Identification Authority of India, Head Office, Aadhaar Building, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001 or as informed by UIDAI. All prospective bidders are requested to send their queries or suggestions relating to this RFP on the email id [so-tis2@uidai.net.in](mailto:so-tis2@uidai.net.in) and [srmgr.tis2-hq@uidai.net.in](mailto:srmgr.tis2-hq@uidai.net.in); as per critical date sheet given below in subsequent section.



- 1.1.11 Based on queries received from prospective bidders or otherwise, 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 till 3 days prior to bid submission end date for any corrigendum / addendum / amendment that may have been issued.
- 1.1.12 The hard copy of original instruments in respect of Earnest Money Deposit (EMD) must be submitted as mentioned under section 1.4 point # 1 to Section Officer, Technology Management Division - II, Unique Identification Authority of India (UIDAI), 8th Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001.
- 1.1.13 UIDAI reserves the right to reject any or all proposals in the whole or part, prior to signing the contract, without assigning any reasons whatsoever.
- 1.1.14 This “Invitation for online Bid Proposals” is non-transferable under any circumstances.

## 1.2 Critical Date Sheet

S.No.	Activity	Date
1	Publish Date	02-06-2025, Monday
2	Last date for submission of queries / clarification by bidders, if any	23-06-2025, Monday
3	Pre-Bid meeting	02-07-2025, Wednesday 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: <a href="mailto:so-tis2@uidai.net.in">so-tis2@uidai.net.in</a> and <a href="mailto:srmgr.tis2-hq@uidai.net.in">srmgr.tis2-hq@uidai.net.in</a> .
4	Issue of Clarification / Corrigendum	T1
5	Proposal Submission Start Date	T1+ 1 day
6	Proposal Submission End Date	T1 + 30 days (till 24:00 Hrs IST)
7	Opening of Pre-Qualification and Technical Proposals	T1 + 31 days (To be announced later)
8	Technical Presentation	Will be announced later
9	Opening of Financial Proposals	Will be announced later



### 1.3 Other details

S.No.	Description	Details
1	Bid Proposal Selection Method	Quality and Cost Based System (QCBS)
2	Bid Proposal Validity	Minimum 180 days, from the bid submission end date.
3	Earnest Money Deposit (EMD)	INR 65,00,000/- (Sixty-Five Lakhs only) in the form of Account Payee, Fixed Deposit Receipt, or Bank Guarantee (as per format attached in section 6.8) (including e-Bank Guarantee) from any of the scheduled Commercial Banks.
4	EMD Validity	EMD must remain valid for bid validity period (or any extension thereof) Plus (+) 45 (Forty-Five) days.
5	Language of Bid Submission and contract	Language of Bid Submission and contract will be English.
6	Currency	Currency in which the bidders shall quote the price and will receive the payment is INR (Indian Rupee) only.
7	Contact Person for queries	Section Officer, Technology Management Division - II, Unique Identification Authority of India (UIDAI), 8th Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001 Email ID - <a href="mailto:so-tis2@uidai.net.in">so-tis2@uidai.net.in</a> and <a href="mailto:srmgr.tis2-hq@uidai.net.in">srmgr.tis2-hq@uidai.net.in</a> .
8	Name & Address of Purchaser	Unique Identification Authority of India Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001



## 1.4 Important Timelines

S.No.	Activity	Estimated Timelines
1	Submission of EMD	Scanned Copy of EMD must be submitted with the bid on GeM portal. Hard copy must be submitted within 5 working days of bid submission end date with the Section Officer, Technology Management Division – II.
2	Acceptance of NOA by bidder	Within 5 days of receipt of NOA from purchaser
3	Submission of PBG	Within 14 days of receipt of NOA
4	Signing of Contract by bidder	Within 10 days of submitting of PBG by successful bidder.

## 1.5 Checklist

Bidders to ensure that following checklist must be duly filled and uploaded on GeM portal for pre-qualification bid, technical bid and financial bid.

### 1.5.1 Check List of documents to be uploaded for pre-Qualification criteria:

S.No.	Prequalification Condition	Whether Enclosed (Y/N)	Page No.
1	Submission and uploaded copy of EMD of the prescribed amount or a bid security declaration.		
2	Submission and uploaded copy of NDA		
3	Submission and uploaded copy of Integrity Pact		
4	Registration certificate/ Certificate of Incorporation		
5	Copy of appropriate board resolution or Power of Attorney in favor of Authorized Signatory		
6	Certificate / declaration from authorized signatory on blacklisting		
7	Copy of GST Registration Certificate		
8	Signed and scanned copy of PQ FORM 1		
9	Signed and scanned copy of PQ FORM 2		
10	Signed and scanned copy of PQ FORM 3		
11	Signed and scanned copy of PQ FORM 4		
12	Signed and scanned copy of PQ FORM 5		
13	Signed and scanned copy of PQ FORM 6		
14	Certificate / declaration from authorized signatory on single entity		



### 1.5.2 Check List of Documents to be uploaded in technical assessment criteria:

S.No.	Prequalification Condition	Whether Enclosed (Y/N)	Page No.
1	Technical proposal submission form "Form Tech 1"		
2	Bidder's Average Annual Turnover "Form Tech 2"		
3	Previous experience as Consultant in Designing and Handling of IT Systems at population scale, Digital Public Infrastructure (DPI). "Form Tech 3a and 3b"		
4	Bidder's Experience of assisting as PMC in selection of System Integrator/Managed service provider(s) "Form Tech 4"		
5	Bidder's Experience in providing consultancy services involving transition of IT systems "Form Tech 5"		
6	Approach Methodology and Work Plan "Form Tech 6"		
7	Staffing schedule till Transition of new MSP(s) "Form Tech 6(A)"		
8	Staffing plan for Project Management Phase "Form Tech 6(B)"		
9	Work Schedule "Form Tech 7"		
10	Team composition "Form Tech 8"		
11	CVs of professional staff "Form Tech 9"		
12	Info regarding any conflicting activities "Form Tech 10"		

### 1.5.3 Check List of Documents be uploaded in the financial assessment criteria:

S.No.	Prequalification Condition	Whether Enclosed (Y/N)	Page No.
1	Financial Proposal Submission Form "FORM FIN 1"		
2	Summary of cost "FORM FIN 2"		
3	Breakdown of cost and resource remuneration "FORM FIN 3"		

## 1.6 Introduction and Background of UIDAI

- 1.6.1 The Unique Identification Authority of India (UIDAI) is a statutory authority, which was established under the Ministry of Electronics and Information Technology (MeitY) by the Government of India under the provisions of the Aadhaar Act 2016. Prior to its establishment as a statutory authority, UIDAI functioned as an attached office of the Planning Commission (now NITI Aayog) vide its Gazette Notification No.-A43011/02/2009-Admn.I) dated 28th January 2009. Later, on 12 September 2015, the Government revised the allocation of business rules to attach the UIDAI to the Department of Electronics & Information Technology (DeitY) of the then Ministry of Communications and Information Technology. UIDAI was created with the objective to issue Unique Identification numbers (UID), named as "Aadhaar", to all residents of India that is (a) robust enough to eliminate duplicate and fake identities, and (b) can be verified and authenticated in an easy, cost-effective way. Under the Aadhaar Act 2016, UIDAI is responsible for Aadhaar enrolment and authentication, including operation and management of all stages of Aadhaar life cycle, developing the policy, procedure and system for issuing Aadhaar numbers to individuals and perform authentication and also required to ensure the security of identity information and authentication records of individuals.
- 1.6.2 The objective of Aadhaar is to empower residents of India with a unique identity and digital platform only for the purpose of “identity proof”. The 12-digit identification number is issued to a resident after the individual undergoes the process of Aadhaar enrolment, inter-alia by submitting their demographic and biometric information. More than 140 crore Aadhaar numbers have been generated and issued to the residents of India, so far.
- 1.6.3 Once residents enroll, they can use the Aadhaar number to authenticate and establish their identity using electronic means or through offline verification, as the case may be, through various modes of authentication as prescribed under Aadhaar Act, 2016 and it eliminates the hassle of repeatedly providing supporting identity documents each time a resident wishes to access services, benefits and subsidies.
- 1.6.4 UIDAI issues Aadhaar number to residents only after de-duplicating their demographic and biometric attributes against its entire database. Aadhaar authentication enables elimination of duplicates under various schemes and is expected to generate substantial savings to the government exchequer. It also provides the government with accurate data on beneficiaries, enables direct benefit programs and allows the government departments/service providers to coordinate and optimize various schemes. Aadhaar enables implementing agencies to verify beneficiaries and ensure targeted delivery of benefits.

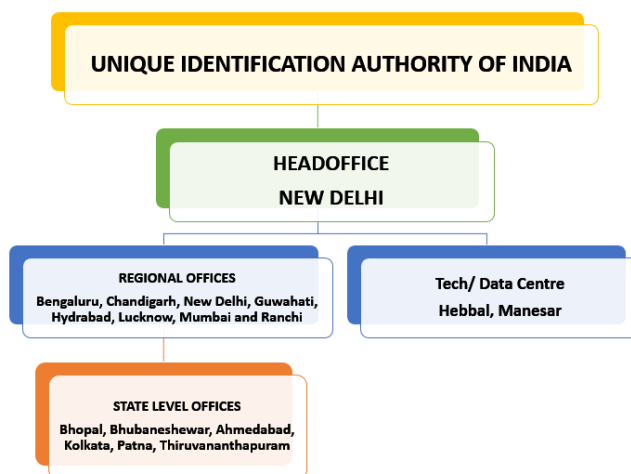


1.6.5 With the Aadhaar platform providing accurate and transparent information about the services delivery mechanism, government can improve disbursement system and utilize scarce development funds optimally including better human resource utilization involved in the service delivery network. Therefore, to ensure high throughput, inclusion and year-round availability of effective and efficient services and to authenticate anytime, anywhere, UIDAI has created several ecosystems and operates them as per the Aadhaar Act and its regulations catering to residents' needs.

#### 1.6.6 Core Values of UIDAI:

- 1.6.6.a Believe in facilitating good governance
- 1.6.6.b Value integrity
- 1.6.6.c Committed to inclusive nation building
- 1.6.6.d Pursue a collaborative approach and value our partners
- 1.6.6.e Strive towards excellence in services to residents and service provider
- 1.6.6.f Always focus on continuous learning and quality improvements
- 1.6.6.g Driven by innovation and provide a platform for our partners to innovate
- 1.6.6.h Believe in a transparent and open organization

1.6.7 Unique Identification Authority of India ("Authority/UIDAI") has its Head office (HO) in New Delhi and functions through its eight Regional Offices (ROs) situated at Bengaluru, Chandigarh, Guwahati, Hyderabad, Lucknow, Mumbai, New Delhi and Ranchi. UIDAI has two Data Centres – one at Hebbal (Bengaluru) in Karnataka and the other at Manesar (Gurugram) in Haryana and 6 State offices at Bhopal, Bhubaneswar, Ahmedabad, Kolkata, Patna, Thiruvananthapuram.





- 1.6.8 UIDAI vision is to empower residents of India with a unique identity and a digital platform to authenticate anytime, anywhere. Availability of a resilient and scalable technology infrastructure is considered at the heart of achieving this vision. The core technology infrastructure of Aadhaar is the Central Identities Data Repository (“CIDR”) which hosts the Aadhaar applications (enrolment, authentication and other supporting systems) and ABIS solutions used for performing biometric de-duplication. CIDR has generally been managed by Managed Service Providers (“MSPs”) who have proven track record in their respective fields.
- 1.6.9 The original tenure of current contracts with MSPs namely Managed Services Infrastructure Provider (MSIP), Managed Services Applications Provider (MSAP) and Biometric Service Providers (BSPs) will expire in year 2027.
- 1.6.10 UIDAI is currently undergoing an evolutionary phase wherein UIDAI services are continuously expanding to enhance governance and address emerging Financial Technology needs. Moreover, this technology segment is evolving rapidly, and it is crucial for UIDAI to stay abreast of innovations and emerging technologies. UIDAI is strategizing for the next phase of technology upgrades, aiming to onboard MSP(s) beyond 2027.
- 1.6.11 Considering this, UIDAI is planning to hire a consulting organization, as Project Management Consultant (PMC) to assist UIDAI in designing the next phase of functional and technical strategy and onboard new MSP(s) in accordance with the method of selection and scope of work specified in this document.



## 2 Section 2 – Instructions to Bidders

### 2.1 Online Bid Submission

- 2.1.1 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, preparing their proposals in accordance with the requirements defined in this RFP and submitting their proposals on the GeM Portal.
- 2.1.2 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 the same on GeM portal.
- 2.1.3 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 specified in [Critical Date Sheet](#) of this RFP.
- 2.1.4 There are various search options available on GeM Portal to facilitate bidders to search for 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 several search parameters such as organization name, form of contract, location, date, other keywords etc. to search for an RFP published on the GeM Portal.
- 2.1.5 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.
- 2.1.6 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](tel:1800-419-3436)/ [1800-102-3436](tel:1800-102-3436).
- 2.1.7 Bid proposals received from consortiums will not be considered. Such bid proposals shall be termed as ‘invalid’.



- 2.1.8 Two RFPs (Project Management consultant and Governance Risk Compliance - Service Provider) are expected to be processed concurrently, which may present a conflict of interest. Therefore, to avoid conflict of interest situation, the bidder who is awarded with the first contract will be disqualified from the other RFP and further evaluation of its bid under other RFP will not be carried out.

### 3 Section 3 - Bidding Process

#### 3.1 Proposal Validity

- 3.1.1 The bidders' proposals must remain valid for the period mentioned under section 0 point # 2.
- 3.1.2 During this period, bidders shall maintain the availability of professional staff nominated in the proposal and fully commit to their financial proposal, without any changes.
- 3.1.3 The purchaser will make its best effort to complete evaluation within this period.
- 3.1.4 However, if necessary, the purchaser reserves the right to request bidders to extend the validity period of their proposals.
- 3.1.5 Bidders who agree to such an extension shall confirm their commitment to maintain the availability of the professional staff nominated in the proposal and fully adhere to their financial proposal, without any changes, Alternatively, in their confirmation of extension of proposal's validity, bidders may submit new staff as replacements, who will be considered in the final evaluation for contract award.
- 3.1.6 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.



### 3.2 Clarification and amendments of the RFP document

- 3.2.1 A prospective bidder requiring any clarification of the RFP document may notify UIDAI in writing, at UIDAI email address (mentioned in section-1
- 3.2.2 Other details) before the last date mentioned in section 1.4 Critical Date Sheet.
- 3.2.3 The queries must be submitted over mail in filled excel as per format given under section 6.1 Pre-bid query form.
- 3.2.4 UIDAI may or may not respond, to request for clarifications of the RFP, received later than the date prescribed by UIDAI in Critical Date Sheet of this RFP.
- 3.2.5 A pre-bid meeting will be held to address the queries of the applicants as per the date indicated in the Critical Date Sheet in this RFP.
- 3.2.6 At any time prior to the bid submission start date and time, 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.
- 3.2.7 The amendment will be notified by UIDAI which will be binding on all bidders.
- 3.2.8 To provide prospective bidders with reasonable time to take the amendment into account in preparing their bid proposals, UIDAI may, at its discretion, suitably extend the last date for the submission of bid proposals.

### 3.3 Preparation of Proposal

- 3.3.1 The proposal as well as all related correspondence exchanged by the bidders and the purchaser shall be written in English.
- 3.3.2 Bidders are expected to examine in detail the documents comprising this RFP, Pre-bid clarifications, any amendment / corrigendum issued to this RFP document before submitting their bid proposals.
- 3.3.3 Any 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 the award of contract. The purchaser will not be liable for any loss / cost incurred by the bidder.
- 3.3.4 Bidders should familiarize themselves with local conditions and take them into account in preparing their proposals.
- 3.3.5 The bid documents can generally be in the PDF formats. The Bid documents may be scanned with 150 dpi with black and white option.
- 3.3.6 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 part of the bid. Any deviations may lead to rejection of the bid proposal.



### 3.4 Pre-qualification / Eligibility criteria

#### 3.4.1 For pre-qualification bidder shall:

3.4.1.a Submit all the required documents as mentioned in the Section 3.11.3 (Pre-Qualification Criteria).

3.4.1.b Submit dully filled Pre-Qual Form1 (eligibility document submission form) and Pre-Qual Form 2 – 4 (details of the applicant's operations and businesses in India).

3.4.1.c Sign the Integrity Pact and NDA with the purchaser, formats for the same have been provided as part of this RFP.

3.4.2 Proposals failing to meet the pre-qualification criteria will not undergo technical evaluation.

### 3.5 Technical Proposal format and content

3.5.1 Formats for all the standard forms are provided in [Annexure – A: Forms and Templates for Bid Response](#), of this RFP.

3.5.2 All the pages of the proposal must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading.

3.5.3 The Technical proposal must be submitted in “.pdf format”. Submission of the incorrect type of technical proposal will result in the proposal being deemed non-responsive.

3.5.4 The bidders are required to deliver a formal presentation of their submitted technical proposal as part of the evaluation process.

3.5.5 The presentation must Clearly explain the proposed methodology, work plan, key deliverables, deployment of resources, governance structure and any innovative approaches.

3.5.6 The presentation will be conducted in-person, the qualified bidders will be notified of the scheduled date, time and for the presentation.

3.5.7 The bidders must submit the copy of the presentation in .pdf format along with the technical proposal.



- 3.5.8 **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 partners 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. Bidders should be prepared to substantiate their claimed experience if requested by the purchaser during the evaluation by attending 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.
- 3.5.9 The Technical Proposal consists of forms provided in section 6.3. The brief description of each Technical Form is stated below:
- 3.5.10 **Form TECH 1** – Technical Proposal Submission Form: Bidder must submit this form containing their willingness to participate in the RFP and brief information about their capabilities in related work.
- 3.5.11 **Form TECH 2** - Bidder's average annual turnover for last three financial years.
- 3.5.12 **Form TECH 3** – Relevant experience of bidder in designing and handling of IT systems at population scale, Digital Public Infrastructure (DPI). "Form Tech 3a and 3b" design of IT systems: The outline of form must indicate the brief overview of the assignments related to scope of work of this RFP, client name, value of contract, period of contract and other details required for technical evaluation. Bidder needs to submit the supporting work order, project completion certificates or certificate by Company Secretary or practicing chartered Accountant on total contract value, billed value, completion status & area of activity against each completed or ongoing project to support information provided in form.
- 3.5.13 **Form TECH 4** - Bidder Company's experience in selection of system integrator / managed service provider.
- 3.5.14 **Form TECH 5** - Bidder Company's Experience in providing consultancy services involving transition of IT system.
- 3.5.15 **Form TECH 6** - Description of the approach, methodology and work plan for performing the assignment.
- 3.5.16 **Form TECH 6A & 6B**. Staffing schedule
- 3.5.17 **Form TECH 7** – Work schedule.
- 3.5.18 **Form TECH 8** – Team composition.
- 3.5.19 **Form TECH 9** – Curriculum Vitae (CV) for Proposed Professional Staff.
- 3.5.20 **Form TECH 10** - Information regarding any conflicting activities and declaration thereof.



### 3.6 Financial Proposal format and content

3.6.1 The Financial Proposal consists of forms provided in [Section 6.4](#). The brief description of each financial form is stated below:

3.6.1.a **FORM FIN 1:** - The financial proposal shall be submitted using financial proposal submission form which is an undertaking by the bidders on anti-bribery, fraud and corruption.

3.6.1.b **FORM FIN 2:** Summary of Costs -This form will contain the summary of all financial costs of the proposal till the end of the contract.

3.6.1.c **FORM FIN 3:** Breakdown of Remuneration – This form will be used for mentioning remunerations to be paid to the proposed staff.

3.6.2 The financial proposal prepared by the bidder shall:

3.6.2.a Not include any conditions or pre-requisites etc., attached to it and any such conditional financial proposal shall be summarily rejected.

3.6.2.b Clearly mention GST in the quoted rate in the financial proposal and provide the price of the services in Indian Rupee and up to two decimal places only (for example: Rs.00.00).

3.6.3 The bidder is responsible for covering all the taxes and duties within the quoted rates. However, any applicable taxes are to be mentioned separately.

3.6.4 Bidders must provide the undertaking on financial proposal as per FORM FIN 1: Financial proposal submission form which shall be in “.pdf format”.

3.6.5 The financial proposal or rates or cost shall not be mentioned in the technical proposal and if any such proposal is found, it shall be rejected.

### 3.7 Submission, Receipt, and Opening of Proposals

3.7.1 The bidders:

3.7.1.a Must submit the bid proposals before the deadline mentioned in [Critical Date Sheet](#) section 1.2 of this RFP.

3.7.1.b Will not be allowed to submit the bid proposals after the end of bid submission date and time.



- 3.7.1.c Must digitally sign and upload the required bid proposals one by one as indicated in this RFP. The bidders shall furnish, as part of their bid proposals, the Bid Security Declaration or an EMD amount as mentioned. In case of EMD, the bidders must select the payment option as “Offline” to pay the EMD as applicable and enter the details of the instrument. The bidders shall seal the EMD envelope containing the original instrument. The bidders shall mark their name and RFP reference number on the reverse of the instrument before sealing the same. Scanned copy of EMD to be uploaded along with bid document.
- 3.7.2 The address of the purchaser, name and address of the bidder and the RFP reference number shall be marked on the envelope.
- 3.7.3 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.
- 3.7.4 Bidders are advised not to contact the purchaser regarding any matter related to the technical and / or financial proposal from the time the proposals are opened until the contract is awarded.
- 3.7.5 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.
- 3.7.6 The bidder should note that, in case any of the deviation(s) or assumption(s), indicated by the bidder in its technical proposal, is / are not acceptable to the purchaser, in such eventuality the bidder must withdraw such deviation(s) / assumption(s). Failing to do so, the bid proposal of the bidder shall be liable to be rejected.
- 3.7.7 The purchaser will examine the bid proposals 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.
- 3.7.8 Arithmetical errors will be rectified according to the following criteria - 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 take precedence, and the total price shall be corrected and considered accordingly. If there is a discrepancy between words and figures, the amount stated in words will be considered authoritative. If the bidder does not accept the correction of the errors, their bid will be rejected.



- 3.7.9 A bid proposal 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.
- 3.7.10 The purchaser may relax any minor infirmity or non-conformity or irregularity in a proposal that does not constitute a material deviation, provided such relaxation does not prejudice or affects the relative ranking of any bidder.
- 3.7.11 The purchaser will determine to its satisfaction whether the bidder selected as having submitted the best responsive bid proposal is qualified to satisfactorily perform the contract. This determination will consider the bidder's financial, technical, implementation and post implementation capabilities. It will be based on an examination of the documentary evidence submitted by the bidder as per documents requested in the bid document, as well as such other information deemed necessary and appropriate by the purchaser.
- 3.7.12 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.
- 3.7.13 The bidder shall be deemed to have complied with all clauses in the bid document under all the sections / chapters of the bidding document, including bid evaluation criteria, schedule of requirements, technical specifications, timelines and general terms and conditions of contract. An evaluation will be carried out on the information available in the bid proposal.
- 3.7.14 Interested bidders shall submit Technical Proposal and Financial Proposal, for services required for the assignment mentioned in section 0.
- 3.7.15 Bidders are required to submit their technical and financial bid proposals exclusively in the format provided under [Annexure – A: Forms and Templates for Bid Response](#); alternative formats will not be accepted.
- 3.7.16 Upon successful and timely submission of bid proposals, the GeM portal will provide a confirmation message indicating the successful submission of bid proposals. Additionally, a bid summary will be displayed, including the bid proposal number, submission date and time, and all other pertinent details.
- 3.7.17 A bidder is permitted to re-submit the bid proposal before the final deadline of bid submission. The bid proposal may 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 deadline for bid submission will be considered for bid proposal evaluation.



### 3.8 Earnest Money Deposit (EMD)/ Bid Security Declaration

- 3.8.1 Bidders shall submit an EMD of amount mentioned in Section I “
- 3.8.2 Other details” point #2, along with their proposal.
- 3.8.3 EMD should be in the form mentioned under section 0. It will not be acceptable in any other form.
- 3.8.4 Bidders may claim EMD exemption as per the latest General Terms and Conditions on GeM. In such case, the bidder(s) shall submit Bid Security Declaration (Section 6.7).
- 3.8.5 Proposals not accompanied by either EMD or Bid Security declaration shall be rejected as non-responsive.
- 3.8.6 EMD must remain valid for the period mentioned under section “0
- 3.8.7 Other details”. The validity of the EMD must be extended in the event the last date of bid submission is extended.
- 3.8.8 Copy of the EMD instrument shall be uploaded onto the GeM portal and the hardcopy of the same shall be sent to address mentioned in the Section-1 “
- 3.8.9 Other details” point #6.
- 3.8.10 In case the EMD or 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.
- 3.8.11 Any difference between the scanned copy of EMD uploaded on GeM portal and the original / Hard copy submitted in UIDAI office will result in rejection of the bid.
- 3.8.12 EMDs of all unsuccessful bidders will be returned without interest at the earliest, after expiry of the final bid validity and latest on or before the 30th day after the award of contract.
- 3.8.13 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.
- 3.8.14 The EMD may be forfeited or bid security will be executed:
  - 3.8.14.a If a bidder withdraws the proposal or increases the quoted prices after opening of the proposal and during the bid validity period or its extended period, if any; or
  - 3.8.14.b If it comes to notice that the information / documents furnished in its bid proposal is false, misleading or forged; or
  - 3.8.14.c If it comes to notice that bidder has tampered or modified the RFP FORM(s); or



- 3.8.14.d 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; or
- 3.8.14.e During the bid process, if a bidder indulges in any act that would jeopardize or unnecessarily delay the bid evaluation and finalization.
- 3.8.14.f In case of breach of any confidential clause.
- 3.8.15 The decision of the purchaser regarding forfeiture of the EMD or execution of bid security declaration shall be final and binding on the bidders & shall not be called upon in question under any circumstances.

### 3.9 Integrity Pact

- 3.9.1 All the prospective bidders shall sign each page of the Integrity Pact provided under section 6.5 and submit the same along with the bid.
- 3.9.2 This is a commitment by the bidders that they will not resort to any corrupt practices in any aspect / stage of the contract.
- 3.9.3 The essential ingredients of the Pact include:
- 3.9.3.a Promise on the part of bidders not to offer any benefit to the employees of the purchasing entity not available legally and also not to commit any offence under Prevention of Corruption Act, 1988 (or as amended time to time) or Bharatiya Nyaya Sanhita 2023 (or as amended time to time).
- 3.9.3.b Promise on the part of Bidders not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts, etc.



### 3.10 Evaluation of Bid Proposals

- 3.10.1 Evaluation of proposals will be conducted in two stages which include Pre-Qualification evaluation, Technical Evaluation and Financial Evaluation. Selection will be made as per Quality and Cost Based Selection (QCBS) taking into account the quality of the proposal and the cost of the services in the selection of the successful Bidder
- 3.10.2 Stage-I consists of 2 (two) parts.
- 3.10.2.a Part-1 Pre-qualification evaluation &
- 3.10.2.b Part-2 Technical Bid evaluation.
- 3.10.3 Stage-II consists of Financial Bid evaluation.
- 3.10.4 The Evaluation Committee (EC) shall first evaluate Pre-Qualification criteria as per Pre-Qualification evaluation criteria mentioned in section 3.4.

### 3.11 Pre-qualification evaluation

- 3.11.1 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 its technical proposal.
- 3.11.2 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. Any such document submitted by the bidder on request of purchaser must be valid as on the date of the last date of submission of bid, else the same would be ignored.



3.11.3 The pre-qualification criteria and the supporting documents to be submitted by all prospective bidders are as below: -.

S.No.	Eligibility Criteria	Criteria Description	Documents to be submitted in support of criteria
1	EMD/ Bid Security Declaration	Bidders must submit the copy of EMD or Bid Securing Declaration as per the formats provided in this RFP.	a) In any of the forms listed under section0.
2	Non-Disclosure Agreement	Bidders must submit the copy of Non-Disclosure Agreement (NDA), as per the format provided in this RFP.	a) Copy of signed NDA
3	Legal Entity / Registration of Company	<p>Bidder shall be:</p> <ul style="list-style-type: none"> <li>A company incorporated in India under companies Act 1956 and subsequent amendments thereto; Or</li> <li>A partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Company registered under the Limited Liability Partnership Act 2008 with their registered office in India.</li> <li>In operation in India for at least last five years from the last date of Bid submission.</li> </ul>	a) Copy of Certificate of Incorporation/ Registration Certificate
4	Non-Blacklisting undertaking	<p>The bidder must not be banned / blacklisted from carrying out business from entire Government of India or the Ministry of Electronics &amp; IT, Govt. of India or the UIDAI at the time of submission of the bid.</p> <p>A similar ban after the submission of the bid, but before the award of the contract shall also disqualify the bidder.</p> <p>Time to time clarification issued on blacklisting from Govt. of India will be followed.</p>	a) Certificate / declaration from authorized signatory on Blacklisting



5	Tax Registration	The Bidder must be an organization or institution registered with the GST Tax Authorities and all other appropriate authorities for all applicable statutory duties/ taxes and comply with all taxation norms. Should be in operation in India for at least the last five years from the last date of Bid submission	<p>a) Copy of GST Registration Certificate.</p> <p>b) Copy of PAN card</p> <p>c) Copy of valid ESIC certificate and EPFO certificate, if required.</p> <p>d) Labour License, if required.</p>
6	Turnover	<p>The bidder must have an <b>average annual turnover</b> of minimum <b>INR 500 Crores</b> during the last 3 financial years ending 31st March 2024. (2021-22, 2022-23 and 2023-24).</p> <p>The turnover refers to the turnover of the company and not the composite turnover of its subsidiaries / sister concerns, etc.</p>	<p>Audited Financial Statements for last three financial years (2021-22, 2022-23 and 2023-24).</p> <p>Additionally, a Certificate from statutory auditor confirming the company's average annual turnover is required.</p>
7	Turnover in IT consulting / Advisory Services	<p>The Bidder must have an <b>average annual turnover</b> of minimum <b>INR 100 Crores</b> each year during the last 3 financial years ending 31st March 2024 from IT Consultancy / IT Advisory services.</p> <p>The turnover refers to the turnover of the company and not the composite turnover of its subsidiaries / sister concerns, etc.</p>	<p>Audited Balance sheet of respective financial year is to be enclosed along with turnover certificate clearly mentioning the turnover from IT consultancy / IT Advisory services.</p> <p>In case revenues from IT consulting / advisory services are not separately mentioned in the audit reports, a Certificate from the bidder's statutory auditor / practicing Chartered Accountant (CA) shall be provided, specifying the relevant turnover for respective years.</p>
8	Experience in Design of IT systems and selection of System Integrator (SI) / Managed Service Provider(s) (MSP(s))	The Bidder must have completed following number of IT consultancy assignments in India having component of Design of IT systems, preparation of RFP and bid process management for selection of System Integrator (SI)/ Managed Service Provider (MSP), in a large Pvt. Enterprise/ Government / PSU/ Autonomous bodies/ multi-lateral	<p>Audited Balance sheet of respective financial year is to be enclosed along with turnover certificate clearly mentioning the turnover from IT consultancy/ IT Advisory services.</p> <p>In case revenues from IT consulting/advisory services are not separately mentioned in the</p>



		<p>funding agencies in last five years from the date bid submission date:</p> <ul style="list-style-type: none"> <li>▪ One Consultancy assignment of value of at least INR 10 Crore Or</li> <li>▪ Two Consultancy assignments of at least INR 5 Crore each. Or</li> <li>▪ Four Consultancy assignments of at least INR 2.5 Crore each.</li> </ul>	<p>audit reports, a Certificate from the bidder's statutory auditor/Company Secretary shall be provided, specifying the relevant turnover for respective years.</p> <p>(a) Copy of Work Order/contract along with the proof of completion of the project or evidence of experience in similar services as outlined in this RFP or completion certificate from the Client.</p> <p>(b) Bidder should provide a summary of the credentials in the format in clause 6.2.4 PQ FORM 4 (Bidder Company's experience).</p> <p>Bidder must explicitly mention in the summary that he is seeking experience against 1 project of Rs 10 Cr or 2 projects each of Rs 5 Cr. or 4 projects each of Rs 2.5 Cr.</p>
9	Experience in project management of IT Implementation	The Bidder must have completed at least two consultancy assignments having component of Project Management of IT implementation in a large Pvt Enterprise/ Government / PSU/ Autonomous bodies / multi-lateral funding agencies in IT implementation with an overall consultancy value of at least <b>INR 3 Crore each</b> , in last five years from bid submission date.	Copy of Work Order/ contract + proof of completion of the project/ Completion Certificate from the Client else provide agreement copy defining the scope along with the client reference detailing name, designation, phone and email.
10	Manpower Capabilities	Bidder Consulting Manpower - The Bidder should have a minimum of 300 qualified IT consultants on its payroll for last one year from bid submission date.	Self-attested statement from HR Head certifying the fact and duly signed by company's authorized signatory as per the format given at PQ Form.
11	Confirmation on Single entity	The Bidder should be a single Entity and not a consortium. However, external Subject Matter Expert's (SME) may be associated as part of the Team from any organization of	Certificate/ declaration from authorized signatory on single entity



		repute.	
12	Power of attorney	Specify power of Attorney in favour of Authorized Signatory signing the RFP and Board resolution in favour of person granting the power of Attorney (on non-Judicial stamp paper of INR 100/- or such equivalent amount and document duly notarized) who shall sign the contract agreement	Specific power of Attorney by the bidder to sign the contract agreement on non-Judicial stamp paper of INR 100/-
13	Integrity Pact	Bidders must submit a signed Integrity Pact affirming their commitment to ethical practices and agree to comply with its terms, including the oversight of an independent External Monitors	Copy of signed Integrity pact (provided under section 6.5) form Authorized signatory

### 3.12 Evaluation of Full Technical Proposal

- 3.12.1 The Technical Proposal shall be evaluated only for those bidders who pass the Pre-qualification criteria.
- 3.12.2 The EC while evaluating the full technical proposal shall have no access to the financial proposals until the technical evaluation is concluded and the competent authority accepts the recommendation, and the financial proposal will remain unopened till that time.
- 3.12.3 Proposal shall be rejected if it is found deficient / modified as per the requirement / terms and conditions mentioned in preparing the full Technical Proposal.
- 3.12.4 The bidders shall make presentations to the evaluation committee during the evaluation of the technical proposal.
- 3.12.5 The presentation must Clearly explain the proposed methodology, work plan, key deliverables, deployment of resources, governance structure and any innovative approaches.
- 3.12.6 The presentation will be conducted in-person, the qualified bidders will be notified of the scheduled date, time and for the presentation.
- 3.12.7 The bidders must submit the copy of the presentation in .pdf format along with the technical proposal.



3.12.8 The bidder shall submit any required / additional information / artifacts (if required by the purchaser) for evaluation of the full technical proposal.

3.12.9 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 a maximum of 100 points.

3.12.10 The bidders who have passed the pre-qualification criteria and secure a technical score of 70 points or above will be informed by notifications sent through GeM portal.

3.12.11 Following outlines the broad parameters based on which EC will evaluate the technical proposals of the bidders: -

**3.12.12 Previous Experience: Maximum point – 40,**

S.No.	Evaluation Parameter	Evaluation Criteria	Maximum Points	Total Maximum Points
1	Average Annual Turnover of the company	Average Annual turnover of bidder in last 3 financial years: a) > 500 cr. up to 600 cr.: 2 points b) > 600 cr. up to 900 cr.: 3 points a) Over 900 cr. : 5 points	5	40
2	Average Annual Turnover from IT Consultancy/ IT Advisory Services	Average Annual turnover of bidder in last 3 financial years: b) > 100 cr. up to 250 cr.: 2 points c) > 250 cr. up to 350 cr.: 3 points d) > 350 cr. : 5 points	5	
3	Previous experience as Consultant in Designing and Handling of IT Systems at population scale, Digital Public Infrastructure (DPI).	1) Completed consultancy projects in India having component of Design of IT System in a large Pvt. Enterprise / Government / PSU / Autonomous body in last five years from the bid submission date. Max Marks – 5, Marks will be given as below: - a) <b>5 Marks for project</b> with overall consultancy value of at least <b>10 Crore each</b> . Or b) <b>2.5 Marks for each project</b> with over all consultancy value of at least <b>5 Crore each</b> Or	5+5=10	



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		<p>c) <b>1 Marks for each project</b> with an overall consultancy value of at least <b>2.5 Crore each</b>.</p> <p>The bidder should provide a summary of the credential in the table 6.3.3. All other relevant documents shall also be submitted.</p> <p>2) Bidder's prior experience in implementing large-scale Digital Public Infrastructure (DPI) projects. (e.g., National ID systems, payment platforms, e-governance etc.).</p> <p>Number of successfully completed projects in <b>large-scale digital</b> public infrastructure serving more than 8 Cr. active users. (Max. 5 marks).</p> <p>a) 1 project = <b>1 mark</b></p> <p>b) 2 projects = <b>3 marks</b></p> <p>c) <math>\geq 3</math> projects = <b>5 marks</b></p> <p>The bidder should provide a summary of the credential in the table 6.3.3.b. All other relevant documents shall also be submitted.</p>	
4	Previous experience of assisting as PMC for Selection of System Integrator/Managed Service Provider	<p>Completed consultancy projects in India having components of preparation of RFP and Bid Process Management for the selection of a System Integrator/Managed Service Provider for an IT system in a large Pvt. Enterprise/ Government /PSU/Autonomous bodies/ multilateral funding agencies, in last five years from the bid submission date. The overall IT project value (overall cost including System Integration cost, implementation, consulting cost and other included cost, included taxes) shall be used as below:-</p> <p>a) Project of value more than INR 1000 Cr: 10 Points</p>	10



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		<p>Or</p> <p>b) Projects each of value more than INR 500 Cr: 5 Points each.</p> <p>Or</p> <p>c) Projects each of value more than 250 Cr: 2.5 Points each.</p> <p>Or</p> <p>d) Projects each of value more than INR 200 Cr: 02 Points each.</p> <p>e) Projects less than INR 200 Cr: 0 Points.</p> <p>Bidder should provide a summary of the credentials in the table 6.3.4. Bidders to submit desired number of IT consultancy projects experience to get 10 marks.</p>		
5	Previous experience as a consultant in providing consultancy Services involving transition of IT system	<p>Consultancy projects having component of IT system transition from incumbent System Integrator / MSP to the new system Integrator / MSP for large Pvt. Enterprise / Government / PSU / Autonomous bodies / multi-lateral funding agencies with an overall consultancy value of at least INR 2.0 Cr, in last five years from the bid submission date.</p> <p><b>5 mark for each project &amp; max 10 marks</b></p> <p>Bidder should provide a summary of the credential in the table. For evaluation purposes the overall consultancy contract value shall be considered. Relevant Certificate/documents to be provided. (Ongoing consultancy projects where new vendor after transition has taken over shall also be considered).</p>	10	

**3.12.13 Adequacy of the proposed methodology and work plan in responding to the scope of work: Maximum Points – 30,**

3.12.13.a To be evaluated against the information submitted in Form Tech-5, Form Tech-6A and 6B.



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S. No.	Evaluation Parameter	Evaluation Criteria	Score
1	Technical approach and methodology	4 marks each for: - a) Understanding of the assignment. b) Current and envisaged challenges for the assignment. c) Strategic thinking and approach to the implementation of the assignment. d) Approach for managing transition management. e) Approach for IT Security considerations and challenges.	20
2	Project Plan	Project plan with milestones, deliverables broken into detailed sub- deliverable (say fortnightly) and timelines	5
3	Organization & Staffing	a) Adequacy of the deployment of resources and governance structure. b) Commitment of time of Senior members of the Company.	5

**3.12.13.b** Key professional staff qualification and competence proposed for the assignment. **Maximum points – 30,**

S No	Key Professional Staff position (refer JDs as per section 4.4 4.4.10 Qualification and experience criteria of resources)	Points	Evaluation Criteria
1	Program Director	3	Educational Qualification, Training & Certification, Total Years of Experience, years of consulting experience, Government assignments
2	Program Manager	3	Educational Qualification, Training & Certification, Total Years of Experience, years of consulting experience, Government assignments
3	Contract Management expert	2	Educational Qualification, Training & Certification, Total Years of Experience, experience in contract management, Government assignments
4	Support Specialist – Procurement and contracts	2	Educational Qualification, Total Years of Experience
5	Lead architect	2	Educational Qualification, Training & Certification, Total Years of Experience, consultancy assignments
6	Application architect	2	Educational Qualification, Training & Certification, Total Years of Experience, consultancy assignments

7	DC architect	2	Educational Qualification, Training & Certification, Total Years of Experience, consultancy assignments
8	Cloud architect	2	Educational Qualification, Training & Certification, Total Years of Experience, consultancy assignments
9	Biometrics architect	2	Educational Qualification, Training & Certification, Total Years of Experience
10	Cyber Security architect	2	Educational Qualification, Training & Certification, Total Years of Experience, experience as security consultant, Government assignments
11	Business architect	2	Educational Qualification, Training & Certification, Total Years of Experience, Government assignments
12	Senior Consultant Networking	2	Educational Qualification, Training & Certification, Total Years of Experience, Government assignments
13	Senior Consultant Server and Storage	1	Educational Qualification, Training & Certification, Total Years of Experience, Government assignments
14	Senior Consultant change Management	1	Educational Qualification, Training & Certification, Total Years of Experience, Government assignments
15	Consultant (Process/procurement/security)	1	Educational Qualification, Training & Certification, Total Years of Experience, Government assignments
16	Consultant Governance platform	1	Educational Qualification, Training & Certification, Total Years of Experience

3.12.13.c Illustration of number of points to be assigned to each of the above positions or disciplines are as below:

**Table 1 for maximum 3 points.**

Criteria	Meeting Minimum Criteria	Additional	Grand Total
Educational Qualification	0.75	0.25	1.00
Training & Certification		0.25	0.25
Total Years of Experience	0.75	0.20	0.95
Years of consulting experience	0.40	0.10	0.50
Government assignments	0.20	0.10	0.30
<b>Grand Total</b>	<b>2.10</b>	<b>0.90</b>	<b>3.00</b>



UIDAI: RFP for selection of consultants

**Table 2 for maximum 2 points.**

Criteria	Meeting Minimum Criteria	Additional	Grand Total
Educational Qualification	0.50	0.15	0.65
Training & Certification		0.15	0.15
Total Years of Experience	0.40	0.10	0.50
Years of consulting experience	0.40	0.10	0.50
Government assignments	0.10	0.10	0.20
<b>Grand Total</b>	<b>1.40</b>	<b>0.60</b>	<b>2.00</b>

**Table 3 for maximum 1 point.**

Criteria	Meeting Minimum Criteria	Additional	Grand Total
Educational Qualification	0.30		0.30
Training & Certification		0.2	0.20
Total Years of Experience	0.30	0.05	0.35
Government assignments	0.10	0.05	0.15
<b>Grand Total</b>	<b>0.70</b>	<b>0.30</b>	<b>1.00</b>



3.12.14 In the case of more than one number of professional staff proposed for the same position, the overall weighted average shall be calculated. Max marks for that position shall remain the same as shown in table irrespective of the numbers of key professional staff for that position. For illustration purposes:

3.12.14.a Bidder has submitted 2 CVs namely A and B for the position of Program Director. Under resource evaluation, A and B scored 3 and 2 marks respectively. Then, the bidder will be awarded an average of 3 and 2 i.e. 2.5 marks for the role of Program Director.

3.12.15 Slots will be communicated to all the respective bidders for the presentation of technical proposals (if requested by the Purchaser).

3.12.16 All the technically non-qualified bidders will be notified through GeM.

### 3.13 Evaluation of Financial Proposal

3.13.1 The financial proposal of the bidders, who are technically qualified by scoring a minimum score of 70 or more, shall be opened.

3.13.2 The date and time of opening of financial bid will be notified to the bidders via GeM portal.

3.13.3 All the technically qualified bidders whose financial proposal is open will be informed about the financial score through notifications sent through GeM portal.

3.13.4 The Financial Proposal shall be prepared by the bidder using the Standard Forms Financial Bid forms (Section 6.4). It shall list all costs associated with the assignment, including remuneration for all proposed resources.

3.13.5 The total bid price applicable for 7 years, computed as above, shall be used for the purpose of financial evaluation of bids.

3.13.6 Please refer to clause 3.15 for scenarios for rejection of bids.

3.13.7 The lowest bidder (L1) will be awarded a score of 100 (One Hundred) among all the qualified bidders.

3.13.8 Financial bid scores for other than L1 bidder(s) will be evaluated using the below mentioned formula:

$$\text{Financial Score (FS)} = (\text{Financial bid of L1} / \text{financial bid of the respective bidder}) * 100.$$

3.13.9 The subsequent lowest bids will be numbered as L2, L3 and so on.

3.13.10 **Abnormally Low Bid** - An Abnormally Low Bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises material concerns as to the capability of the bidder to perform the contract at the offered price. If a bid proposal is determined to be abnormally low, the committee may reject the proposal at its discretion.



### 3.14 QCBS Mode of Evaluation and Final Selection

- 3.14.1 The final evaluation of the bids will be based on the Quality and Cost Based Selection (QCBS) method of evaluation.
- 3.14.2 Technical Score (denoted by TS) will get a weightage of 80% (denoted by T) and
- 3.14.3 Financial Score (denoted by FS) will get a weightage of 20% (denoted by C).
- 3.14.4 Bids will be ranked according to their weighted technical score “TS” and weighted financial score “FS”.
- 3.14.5 Final Total Score for each bid shall be computed as follows:
- 3.14.6 Final Total Score (FTS) = (TS \* T) + (FS \* C)
- 3.14.7 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.
- 3.14.8 In the case of the tie between the bidders in the Final Total Score (FTS), the bidder with a higher technical score will be given a higher rank.
- 3.14.9 UIDAI
  - 3.14.9.a Will award the contract to the successful bidder whose bid has been determined to be technically qualified and achieve the highest combined technical and financial score, i.e., H1 in QCBS scoring.
  - 3.14.9.b Will however not bind itself to accept the lowest evaluated bid or any bid and reserves the right to accept or reject any bid.
  - 3.14.9.c Reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action of UIDAI.



### 3.15 Rejection of bids

**3.15.1 General rejection:** The following vital conditions should be strictly complied with, failing which the bid will be rejected:

3.15.1.a Proposal made without submission of scanned copy of EMD and original hard copy of EMD in the prescribed format / Bid securing declaration.

3.15.1.b Proposals which do not confirm unconditional validity for 180 days from the proposal submission end date.

3.15.1.c Any bid not accompanied by the Integrity Pact and NDA duly signed by the bidder.

3.15.1.d If it is found that there is difference between the scanned copy of EMD uploaded on GeM portal and the original / hard copy submitted in UIDAI office, the bid proposal will be rejected.

**3.15.2 Technical rejection:** The following vital technical conditions should be strictly complied with, failing which the bid will be rejected:

3.15.2.a Only the bidders who quote for the complete scope of work as indicated in this RFP, addendum thereof (if any) and any subsequent information given to the bidder shall be considered. Any financial quote, if found in any part of the bid other than financial bid, will lead to disqualification of the bidder and his bid shall be rejected outright.

**3.15.3 Financial rejection:** The following vital financial conditions should be strictly complied with failing which the bid will be rejected: -

3.15.3.a The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.

3.15.3.b The bids found lacking in strict compliance with the financial bid format shall be rejected.

3.15.3.c Proposals that include price fluctuations or any conditional terms shall be rejected.



### 3.16 Discussion with selected bidder and finalization of contract

- 3.16.1 Two RFPs (Project Management consultant and Governance Risk Compliance and Performance- Service Provider) are expected to be processed concurrently, which may present a conflict of interest. Therefore, to avoid conflict of interest situation, the bidder who is awarded with the first contract will be disqualified from the other RFP and further evaluation of its bid under other RFP will not be carried out.
- 3.16.2 Finally selected bidder will be called for discussion which includes 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.
- 3.16.3 All the confirmations provided by the bidder to the purchaser as part of the original bid as well as subsequent submissions, shall be integrated into the contract, ensuring that they do not entail any extra financial burden on the purchaser beyond what was quoted by the bidder.
- 3.16.4 Discussions will be finalized through drafting of the final contract.
- 3.16.5 The final contract and other points discussed between the purchaser and the bidder shall be reviewed/ approved by the purchaser.

### 3.17 Notification of Award (NOA)

- 3.17.1 After completing discussions, the purchaser shall issue a NOA to the successful bidder in writing and promptly notify the selected bidder about the decision taken on the discussion points.
- 3.17.2 The bidder must render his acceptance of the notification of this award as per the timeline mentioned in the section 1.4.

### 3.18 Performance Security / Performance Bank Guarantee (PBG)

- 3.18.1 The selected bidders shall be required to furnish performance security as per the timeline mentioned in the section 1.4.



- 3.18.2 **Important Timelines** (*point #3*), as per format prescribed in Section 6.9.
- 3.18.3 The performance security must be submitted after issue of NOA but before signing of the Contract.
- 3.18.4 Failure of the successful bidder / consultant to submit the PBG shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security (EMD) / execution of Bid Securing Declaration.
- 3.18.5 The performance security shall be equivalent to 5% of the Total Contract Value (TCV) as indicated in the “Notification of Award” issued by the purchaser and submitted in the form of account payee / fixed deposit receipt or Bank guarantee (section 6.9) (or e-Bank guarantee) from any of the scheduled commercial banks in name of ‘Unique Identification Authority of India, payable at New Delhi. Performance security should remain valid for a period of not less than one year (12 months) from the date of completion of all contractual obligations of the consultant.
- 3.18.6 The successful bidders will have to renew the performance security on the same terms and conditions for the period up to contract including an extension period, if any, and the claim period of one year from the date of completion of all contractual obligations of the consultant.
- 3.18.7 The PBG shall be invoked by the purchaser:
- 3.18.7.a In case the selected bidder fails to fulfill its contractual obligations during the contract period or;
  - 3.18.7.b If purchaser suffers any loss due to the bidder’s negligence in carrying out the project implementation as per Terms and Condition / timelines mentioned in the signed contract or;
  - 3.18.7.c If selected bidder misrepresents the facts / information submitted to UIDAI or;
  - 3.18.7.d If the bidder becomes incapable of fulfilling the contract for any reason, the purchaser will forfeit the Performance Bank Guarantee (PBG). Regardless of the purchaser’s rights under the contract, PBG funds will be paid to the purchaser as compensation for any losses incurred due to the bidder's failure to fulfill their obligations.
- 3.18.8 Purchaser shall also be entitled to make recoveries from the bidder’s bills, performance bank guarantee, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.



- 3.18.9 The purchaser will release / return the performance bank guarantee once it is confirmed that the bidder has fulfilled their contractual obligations to the satisfaction of purchaser. However, no interest shall be payable on the performance bank guarantee.
- 3.18.10 Bidder must obtain a completion certificate from the purchaser's representative stating the satisfactory completion of the project before requesting the return of PBG.
- 3.18.11 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 without interest.
- 3.18.12 Upon the successful bidder's furnishing of performance security, UIDAI will promptly notify each unsuccessful bidder and will discharge their EMD / Bid Securing Declaration.
- 3.18.13 The format for the Performance Bank Guarantee is provided in 'section 6.9, of RFP.

### 3.19 Signing of the Contract

- 3.19.1 The successful bidder shall sign the contract after fulfilling all the formalities / pre-conditions mentioned in the Notification of Award as per the timeline mentioned under clause 1.4.
- 3.19.2 Bidder is expected to "Commence the Service" and onboard all resources (as per Tech Form 6A).
- 3.19.3 The Initial term of the contract resulting from this RFP shall be 78 months i.e., 6 years and 6 months from the date of signing of the contract. Purchaser reserves the exclusive right to extend the term, either once or in multiple instances, for an additional period of up to two (02) years, or part thereof, under the same terms and conditions, if required. Notice of extension or non-extension will be provided at least three (3) months prior to the contract expiry date.



## 4 Section 4 – Terms of Reference (TOR)

### 4.1 Background of the Project

4.1.1 UIDAI is going through an evolution phase where UIDAI services may be utilized in various manners that may not have been envisaged at the inception of UIDAI. Presently UIDAI has hired services of three entities for providing managed services for CIDR operations as under: -

4.1.1.a **Managed Services Infrastructure Provider.** M/s Hewlett Packard Enterprise (HPE) - Contract signed on 05 Oct 2020.

4.1.1.b **Managed Services Applications Provider.** M/s Tata Consultancy Services Limited (TCS) Ltd. – Contract signed on 20 Mar 2020.

4.1.1.c **Managed Biometric Services Providers –**

4.1.1.c.i NEC India - 14 Sep 2020

4.1.1.c.ii TCS Ltd. - 09 Sep 2020

4.1.1.c.iii Idemia - 25 Aug 2020

4.1.2 The consultant's strategy will recommend the future engagement model with MSP(s) and will also recommend whether a single or multiple RFP(s)/ contracts will be required to align with the future IT landscape.

4.1.3 Considering evolving changes in UIDAI and remaining duration of present contracts with the current MSPs, UIDAI is planning to hire a Consulting organization of repute to assist UIDAI in designing the next phase of UIDAI functional and technical strategy and onboard new MSP(s) ensuring alignment with the new vision of UIDAI.

## 4.2 Detailed Scope of work

The detailed terms of reference for the scope of work, are as follows:

### 4.2.1 Deliverable D1: Report on the existing (AS-IS) implementation and improvement areas.

To submit the report on existing implementation and improvement areas consultant shall:

- 4.2.1.a Conduct a study of state of UIDAI eco system and current state of implementation of CIDR, identify the challenges (*technical, organizational, operational and functional*) present in current setup. Details about location and contact details of UIDAI HO, technology centers and regional / state offices may be obtained from UIDAI website <https://uidai.gov.in/en/contact-support.html>.
- 4.2.1.b Understand the current state of ecosystem and implementation of CIDR in terms of technology, architecture, hardware deployment, networking infrastructure, software applications, business processes, people requirement, knowledge transfer needs of UIDAI, AMCs and support etc. and the various challenges in governance, inter MSP(s) coordination, implementation and performance of the current MSP(s).
- 4.2.1.c Meet various stakeholders across UIDAI offices to understand the current UIDAI eco system implementation and challenges.
- 4.2.1.d Visit ecosystem partners like AUAs, KUAs, Registrars, ASKs and contact centre etc., on a sample basis (*at least one in every region*).
- 4.2.1.e Visit all units of UIDAI like Head office, regional offices, state offices, and Data centres etc.
- 4.2.1.f Evaluate the infrastructure abilities to scale up to meet growing demand and performance requirements.
- 4.2.1.g Understand the current contractual provisions from existing MSAP, MSIP and BSPs contracts. Identify any areas for improvement and ensure to incorporate the same in new contract(s).



- 4.2.1.h Follow standard risk identification, assessment and management frameworks and methodologies, based on the best industry practices, for formulating the risk management strategy and plan for the CIDR and UIDAI ecosystem. The methodologies shall cover both qualitative and quantitative analysis to derive the associated risk levels. The risk analysis methodology should cover - physical/environmental threats, fraud threats, logical threats, communication threats, natural threats, and technological threats, etc.
- 4.2.1.i Prepare and submit a comprehensive and actionable risk management plan including specific recommendations on risk response strategies."
- 4.2.1.j Prepare an AS-IS Report on the existing implementation, challenges and improvement areas by incorporating the above areas.

#### **4.2.2 Deliverable D2: Prepare repository of the project documents and knowledge management plan for the existing implementation.**

The consultant shall prepare a repository of project documents and knowledge management plan for the existing implementation by:

- 4.2.2.a Identifying the gaps in technical and functional documentation of the current work of MSPs that need to be augmented and ensuring that all the knowledge of the current MSPs is well documented.
- 4.2.2.b Coordinating with MSIP, MSAP and BSPs to ensure project documentation, source code, operational manuals, and system design documents are inventoried and available in version control systems.
- 4.2.2.c Preparing repository of all necessary documentation for smooth handover of CIDR operations to new MSP(s). Such document should include but not limited to: Application architectures, application flow, access matrix, IT governance structure, SOPs, IT policies, process flows, procedures, incident / problem management, IT assets, networking, information security / cyber security etc. including gap documentation.
- 4.2.2.d Ensuring that the documentation is exhaustive and maintained on a digital platform that can be continuously updated by PMC.



#### **4.2.3 Deliverable D3: Program Management Strategy, roadmap, transition plan and maintenance Plan.**

4.2.3.a The consultant shall prepare a program management strategy and roadmap plan including the following: -

4.2.3.a.i Futuristic technological domain / stack.

4.2.3.a.ii Operations management, maintenance and technology development strategy.

4.2.3.a.iii Procurement strategy - Transition and exit management plan, upgrade and migration plan, maintenance and operations plan.

4.2.3.a.iv Program monitoring strategy.

4.2.3.a.v Shared responsibility models between multiple MSP(s), if applicable.

4.2.3.b While developing the program plan, the consultant shall undertake extensive discussions with UIDAI management and technology teams, and all other stakeholders to understand the future directions of UIDAI initiatives and scaling of requirements to align various project components accordingly.

4.2.3.c Consultants shall on-board best professionals and 'Subject matter Experts' (SMEs) from the Domestic / International space and help UIDAI in dealing with the future roadmap and risks, considering the emerging technologies and innovations, examples:

4.2.3.c.i Future of Scalable Storage Technology

4.2.3.c.ii Monolith vs Micro services vs Server less

4.2.3.c.iii Centralized vs Block chain based Sovereign Identity Platform

4.2.3.d The consultant will help UIDAI in organizing a minimum of two workshops (one each at Bengaluru & New Delhi) to identify the right mix of technology and processes for the next seven to ten years.

4.2.3.e Consultant shall Conceptualize, design and develop a comprehensive infrastructure plan for multi-data center setup, ensuring alignment with industry best practices and proposed tech refresh strategy. This includes, but is not limited to:

4.2.3.e.i Assessing current and future capacity requirements,

4.2.3.e.ii Defining optimal architecture and ensuring redundancy,

4.2.3.e.iii Scalability and disaster recovery compliance.

The design must incorporate modernized hardware/software solutions and cybersecurity safeguards. PMC shall develop and provide detailed technical specifications and cost benefits analysis to support seamless integration and minimal operational disruption.



- 4.2.3.f The program plan should provide an integrated view of the major events, activities, deliverables, and dependencies within the individual projects including but not limited to the transition project, future roadmap, together with the planned completion dates, progress indicators and other information.
- 4.2.3.g The program plan must also provide a connected view to other initiatives (related or linked) in the UIDAI ecosystem that may impact the direction or outcomes of the project.
- 4.2.3.h The program plan shall include a structured risk assessment and treatment framework to identify, evaluate and mitigate risks across all phases – strategy, roadmap execution, transition and maintenance. Risk will be assessed based on impact and likelihood, with mitigation strategies integrated into the roadmap and transition milestones.

#### **4.2.4 Deliverable D4: Detailed Project Report (DPR) for enhancement strategy and roadmap of the CIDR**

- 4.2.4.a The CIDR is of paramount importance for UIDAI, the Government and private agencies at large for providing Aadhaar based services. The consultant must devise an enhancement strategy for the CIDR keeping in mind that the growth and capacity demands will increase exponentially considering the rising benefits from use of Aadhaar authentication and various schemes that are being notified under Section 7 of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act 2016. The Consultant shall submit a DPR for implementation of the CIDR suggesting an implementation roadmap, resource requirements, timelines and budgetary requirements. The DPR shall accordingly include various aspects given in succeeding paragraphs.
- 4.2.4.b Technology trends and roadmaps and devise a multi-pronged approach to enable growth and diversity for the next 7 to 10 years, in innovative, realistic and cost-effective ways. The approach shall focus on:
  - 4.2.4.b.i Providing sufficient scalability in the CIDR while optimizing resource utilization through efficient processes, AI / ML and new technologies.
  - 4.2.4.b.ii Ensuring resiliency through appropriate architecture and incorporation of technologies such as virtualization and AI.
  - 4.2.4.b.iii Availability of adequate resources in data centers to manage various processes and deliver on enrolment, update and authentication transactions.
  - 4.2.4.b.iv Automation in management of the CIDR facilities, networks, operations and services. Adoption of emerging technologies relevant to the CIDR.



- 4.2.4.c Study, evaluate and provide recommendations for improvements on the existing implementation model of CIDR. The recommendations should consider various aspects involved in operating the CIDR by the Managed Service Providers. The issues related to providing strategic control and security of the CIDR assets to the UIDAI should be considered while providing the appropriate recommendations.
- 4.2.4.d As part of the DPR, PMC shall conduct a comprehensive risk assessment to identify potential threats that may impact the project's success. This task will include evaluating physical/environmental risks, fraud risks, communication risks, natural risks and technological risks etc. PMC shall also submit the mitigation strategies to address the potential threats. The findings will be integrated into an overall enhancement strategy to ensure a resilient and sustainable roadmap for the CIDR and UIDAI ecosystem.
- 4.2.4.e Given the national importance of the CIDR infrastructure and services, the consultant needs to come up with strategies to ensure that there is no (or minimal) vendor lock-in as well as eliminate the reliance on technologies and components whose availability is dependent on trade policies or security clearances of other countries.
- 4.2.4.f The enhancement / implementation strategy shall consider aspects like Total Cost of Ownership (TCO), capital outflows from the Government and the payment streams to the MSPs linked to pre-determined goals against Service Level Agreements (SLAs), including Operational Level Agreements (OLAs).
- 4.2.4.g The enhancement / implementation strategy devised by the consultant will consider the existing implementation of the CIDR with the current MSPs and transition to the new MSPs in foresight. The enhancement / implementation strategy shall also propose an overall approach for application life-cycle management, scalability, testing, benchmarking, and post-implementation monitoring mechanisms.
- 4.2.4.h Develop a detailed project implementation roadmap describing the phases, activities and responsibilities in the project management of the Assignment. The project implementation roadmap shall include sensitivity analysis vis-a-vis time and cost overruns.
- 4.2.4.i Prepare a comprehensive DC-DR and BCP plan with different options along with pros & cons of each option.
- 4.2.4.j Existing documents related to this deliverable will be made available to the consultant after the contract is signed.



4.2.4.k The consultant shall prepare a report which covers the answers to the following key questions and may include additional aspects as deemed necessary:

- 4.2.4.k.i What additional key sub-components of the CIDR Application software might be added?
- 4.2.4.k.ii Whether the existing composition of the MSPs from a technology component, technology provider, implementer, and operator points of view require a revamp and what additional components may be included or what components may be removed?
- 4.2.4.k.iii What are the business and implementation models, and the costs, benefits and risks associated with each model?
- 4.2.4.k.iv What are the estimated budgets, timelines, and roadmap for enhancement / implementation and sensitivity analysis relating to the same?
- 4.2.4.k.v What is the right procurement (bundling) and implementation strategy?
- 4.2.4.k.vi What are the MSPs transition Go-Live strategies?
- 4.2.4.k.vii What will be the transition acceptance strategies?

4.2.4.l The DPR will be the basis for obtaining the requisite sanction of funds for undertaking the project implementation. The DPR shall list out each project component, need and criticality for the same, resource requirements and the cost of implementation of each project component (detailed costing sheets will have to be prepared by the consultant). The DPR shall also contain detailed project schedules defining key phases, interdependencies, critical paths and key milestones, from design, procurement, supply, installation, commissioning, and transition Go-Live of the CIDR with new MSP(s).

**4.2.5 Deliverable D5: Report on Disaster Recovery Plan (DRP) and Business Continuity Plan for the CIDR Project for fully integrated BCP / DR testing exercise and improvement plan.**

In addition to DPR, the consultant shall submit a detailed report focusing on enhancement of the existing Business Continuity Plan (BCP) and Disaster Recovery (DR) Plan for the CIDR and alignment to the future roadmap of UIDAI. The report shall include the following aspects:



- 4.2.5.a Review and revise the existing Disaster Recovery Plan (DRP) and Business Continuity Plan for the CIDR, which includes among other things: data replication strategies between the DC, DR and DC-DR connectivity and failover procedures. Existing documents will be made available to the consultant after the contract is signed.
- 4.2.5.b The BCP and DRP should be based on the following analysis:
- 4.2.5.b.i Identification of critical processes for business continuity and disaster recovery.
  - 4.2.5.b.ii Identification of appropriate network connectivity at backup/ recovery locations to enable business continuity.
  - 4.2.5.b.iii Recommendation of the best practices and options for business continuity.
  - 4.2.5.b.iv Defining processes to update the data at DR site.
  - 4.2.5.b.v Defining processes for business continuity preparedness and DR site maintenance
  - 4.2.5.b.vi Defining the drill for switchover between DC and DR
  - 4.2.5.b.vii Plan and conduct a fully integrated BCP / DR exercise (based on actual downtime of all processes / functions in CIDR / UIDAI) which will cut across all processes / infrastructure and components in UIDAI and suggest improvements in the BCP / DR arrangements
  - 4.2.5.b.viii Prepare comprehensive DC-DR and BCP plan based on the learning from the exercise.

#### **4.2.6 Deliverable D6: Report on enhanced Functional and Technical Specifications for the IT systems of the CIDR.**

The consultant shall submit a report on this deliverable which shall include the following aspects:

- 4.2.6.a Detailed functional and technical requirements for enhancement of all the IT system components of the CIDR, including but not limited to application software, middleware, biometric matching and de-duplication software, database, front-end and back-end systems, servers, networking, security, storage, etc. The requirements should clearly state the comprehensive capabilities, service levels and performance levels for all the IT components.
- 4.2.6.b Learnings from the existing implementation by the current Managed Service Providers and understanding the challenges.



- 4.2.6.c To interact and work closely with the existing MSP teams, and other stakeholders of the UIDAI like Technology Team, IS Team, Various business divisions like CRM, Authentication, Aadhaar usage, Enrolment & update etc., while formulating the detailed functional and technical specifications for the CIDR IT systems.
- 4.2.6.d Propose and make use of best practices, standards, and proven methodologies while formulating the requirements specifications of the IT system components for long-term efficiency, availability, and reliability of the CIDR.
- 4.2.6.e The biometric sub-system is central to the CIDR for enrolling as well as authenticating residents. The existing implementation is a multi-modal biometric solution issued to achieve a high level of assurance. The consultant should evaluate the existing implementation and suggest improvements in the same. The specifications shall provide for the inclusion of new biometrics to meet future requirements.
- 4.2.6.f Build a 7-year growth model for the CIDR based on: demand assessment; availability, performance, & scalability requirements; future data-processing needs (associated with data search, biometric de-duplication, etc.); and likely technological evolution. Based on the above, the consultant shall develop a methodology for workload analysis and sizing.
- 4.2.6.g Work closely with the technology team of the UIDAI to review and revise set of overarching architecture and design principles and requirements for the CIDR IT systems, and to select the relevant viewpoints for documenting the various architectures of the CIDR. The architecture viewpoints may include in addition to the application architecture, data architecture, network architecture, security architecture, and deployment architecture.
- 4.2.6.h Provide details of all the improvements required in the existing software components in the CIDR, such as: OS and system software, enterprise anti-virus software, auditing tools, DNS software, messaging software, back-up software (with encryption capabilities), network management and infrastructure software, and building management systems (BMS).

- 4.2.6.i Specify enhancements in the functional and technical requirements for the administration system to administer the operations of UIDAI including: account setup – creation/ modification of Registrars, enrolling and authenticating agency accounts; role based access control – assign rights over UIDAI resources based on role; audit trailing – track every access to the UIDAI system and store audit logs in a secure environment; fraud detection – detect identity theft and cyber-crimes using audit trails; reporting and analytics – visual decision support tools – GIS, charting etc.
- 4.2.6.j Based on the requirements of the various additional IT system components, the consultant shall prepare estimate with the Bill of Materials (BOM) with specifications for all hardware, networking, and software components, considering various technological aspects, cost effectiveness, reliability of the products and availability from several manufacturers/ OEMs, and technology obsolescence and product shelf-life.
- 4.2.6.k Based on the technical specifications and Bill of Material, the consultant to study the existing Data centre facilities and non-IT infrastructure with the objective of examining adequacy of the same with the proposed new specifications and BOM. The gaps requiring augmentation of such infrastructure to align with the requirements of proposed design/infrastructure should be clearly brought out.

#### **4.2.7 Deliverable D7: Request for Proposals (RFPs) for selection of Managed Service Provider (MSP) to manage and enhance the CIDR.**

Based on acceptance of various deliverables as above, the consultant shall undertake activities under this deliverable conforming to the Government of India guidelines on procurement of goods & services, including international competitive bidding (ICB) procurement guidelines, if necessary. The activities under this deliverable shall be conducted in two parts as given below:

- a. Preparation and conduct of Expression of Interest (EOI)
- b. Preparation of RFPs for selection of MSP(s)

##### **4.2.7.a Preparation and conduct of EOI**

- 4.2.7.a.i Based on acceptance of deliverables (from D1 to D6) by UIDAI or after obtaining "go ahead" from UIDAI, the consultant shall prepare an 'Expression of Interest' (EOI) for short-listing prospective bidders who have proven experience and expertise in the required domains or functions. The EOI shall broadly cover the following: -

- 4.2.7.a.i.A Description of the project



- 4.2.7.a.i.B Broad scope of work
- 4.2.7.a.i.C Relevant background related to UIDAI and its Eco-system partners
- 4.2.7.a.i.D Expected deliverables and outcomes of the assignment
- 4.2.7.a.i.E Place(s) of execution of the assignment.
- 4.2.7.a.i.F Pre-Qualification (PQ) / Eligibility Criteria - Project Experience: Number and Value of Projects.
- 4.2.7.a.i.G Instructions to the prospective Bidders - EoI submission Forms and Templates etc.
- 4.2.7.a.i.H Quality Certifications

4.2.7.a.ii Conduct of EOI will lead to short listings of prospective bidders for issue of RFP(s)

**4.2.7.b RFP process leading to selection of MSP(s)**

- 4.2.7.b.i The consultant will recommend the number of RFPs to be issued.
- 4.2.7.b.ii The consultant shall make detailed RFP(s) presentations to the UIDAI as and when required and undertake changes/improvements as suggested till acceptance/approval of the same by UIDAI.
- 4.2.7.b.iii The RFP(s) shall include inter-alia the following details: -
  - 4.2.7.b.iii.A Description of the project background and context
  - 4.2.7.b.iii.B Purpose of the RFP(s); the scope of the services requested and exclusion in the scope.
  - 4.2.7.b.iii.C Project objectives. The objectives should broadly address aspects related to availability, service levels, efficiencies, security and resilience factors, flexibility, scalability and cost.
  - 4.2.7.b.iii.D List of key stakeholders, eco-system partners along with roles and responsibilities
- 4.2.7.b.iv **Scope of work, roles and responsibilities of service provider.**  
This section should itemize the specific services requested through the RFP. The consultant shall provide the detailed scope of work in the RFP based on exact requirements of the project in consultation with UIDAI.



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4.2.7.b.v Indicative broad scope of work for RFP - The consultant shall develop detailed scope of work to be included in “RFP: Selection of Managed Service Provider (MSPs) for UIDAI”, which shall contain all, but not limited to following:

4.2.7.b.v.A Management and enhancement of the CIDR based on the technical requirements of the CIDR IT systems.

4.2.7.b.v.B Procurement, supply, installation, and commission of IT infrastructure & Services.

4.2.7.b.v.C Replication of the IT infrastructure from the existing CIDR facilities to the additional CIDR facilities.

4.2.7.b.v.D Implementation of information security management systems and infrastructure monitoring & management systems.

4.2.7.b.v.E Testing and benchmarking

4.2.7.b.v.F Documentation and training

4.2.7.b.v.G Operations support and maintenance

4.2.7.b.v.H Managed services for all operations and processes of the CIDR

4.2.7.b.v.I Application Development, upgrade, bug fixes

4.2.7.b.v.J Application helpdesk, call centres and facilitation centres, and support services

4.2.7.b.v.K End-to-end logistics management of UID numbers

4.2.7.b.v.L Facilities management services for CIDR

4.2.7.b.v.M System and database administration

4.2.7.b.v.N IT systems management of UIDAI regional and State offices

4.2.7.b.vi Clearly defined deliverables (Milestones) with the timeframe for each such deliverables.

4.2.7.b.vii Suggested requirements for high availability & security.

4.2.7.b.viii Requirements for strategic control of the infrastructure assets.



- 4.2.7.b.ix Compliance with regulatory requirements including Aadhaar Act 2016 and Aadhaar regulations, as amended from time to time.
- 4.2.7.b.x Operational requirements.
- 4.2.7.b.xi UAT, acceptance criteria & methodologies.
- 4.2.7.b.xii Security audit requirements.
- 4.2.7.b.xiii Bid process requirements, including:
  - 4.2.7.b.xiii.A Bid process activities.
  - 4.2.7.b.xiii.B Bid formats and submission requirements.
  - 4.2.7.b.xiii.C Bid evaluation criteria and process, including QCBS methodology and scoring.
  - 4.2.7.b.xiii.D General terms and conditions for bidding including cost of RFP, conflict of interest, modification and withdrawal of bids, etc.
  - 4.2.7.b.xiii.E Payment terms with appropriate linkages to deliverables/Milestones.
- 4.2.7.b.xiv **Legal and contractual requirements.** The contract agreement should be based on the Conditions of Contract as defined by Government of India procurement norms.
- 4.2.7.b.xv **Service Level Agreements (SLAs)** based on service-level goals and objectives. The SLAs should provide the following:
  - 4.2.7.b.xv.A Compliance in terms of Indian Contract Act and other legal pronouncements.
  - 4.2.7.b.xv.B Shall ensure that all the deliverables of MSP(s) are covered under the suggested SLAs
  - 4.2.7.b.xv.C SLAs terms and definitions
  - 4.2.7.b.xv.D SLAs calculation principles and metrics – Shall ensure that all the SLAs are unambiguously defined by providing appropriate examples for calculation of ‘Severity Levels’ and ‘Corresponding LD% and rewards etc,’
  - 4.2.7.b.xv.E Calculation of downtime and uptime
  - 4.2.7.b.xv.F Audit compliance
  - 4.2.7.b.xv.G Service levels during peak hours and extended business hours



- 4.2.7.b.xv.H Other applicable penalties, if any.
- 4.2.7.b.xv.I Issue reporting, response & resolution time
- 4.2.7.b.xv.J SLAs Measurement Tools/manual processes
- 4.2.7.b.xv.K Payment components to be used for arriving at SLA LD amount in a quarter.
- 4.2.7.b.xv.L SLA LD Capping as %age of quarterly payment due.
- 4.2.7.b.xvi Payment schedule, calculation methodologies for various deliverables along with sample calculations.

#### **4.2.8 Deliverable D8: Bid process management for all the RFPs leading to selection of MSP(s) and signing of contract(s)**

4.2.8.a The consultant shall assist the UIDAI and provide technical and financial input during bid process management for all the RFPs, including involvement of SMEs wherever required. The activities during the Bid Process Management inter alia include: -

- 4.2.8.a.i Publication of RFP on GeM portal / any other platform or as agreed by UIDAI.
- 4.2.8.a.ii Conduct of Pre-bid meetings.
- 4.2.8.a.iii Preparation of detailed & reasoned clarifications on pre bid queries & issue of corrigendum, if any.
- 4.2.8.a.iv Evaluation of technical bids and preparation of technical scores leading to selection of technically qualified bidders.
- 4.2.8.a.v Opening and evaluation of financial bids.
- 4.2.8.a.vi Examination of Bill of Materials (BOM), compliance to agreed technical proposal.
- 4.2.8.a.vii Preparation of QCBS Scores and conduct of CNC, if any.
- 4.2.8.a.viii Closure of Bid Process and selection of service provider.
- 4.2.8.a.ix Based on all agreed Technical & financial aspects, preparation of a detailed Notification of Award (NOA) and 'Draft Contract' document
- 4.2.8.a.x Finalization and Signing of Contract(s).

4.2.8.b While the Bid evaluation shall be responsibility of committees appointed by UIDAI, the consultant shall provide complete secretarial, technical, financial, legal and contractual support and assistance to the committees as required.

## 4.2.9 Deliverable D9: Transition Management

4.2.9.a The period for this deliverable begins after signing of Contract(s) and continues until the transition of CIDR operations to new MSP(s) is completed.

4.2.9.b After contracts are signed with MSPs, the consultant shall establish composite Project Management Unit at UIDAI HO & a Project Management Subunit at Tech Centre Bengaluru. Some of the anticipated roles & responsibilities of these two teams would be as under: -

4.2.9.b.i Project Management Unit at UIDAI HOs. – Organization of various project Governance meetings, coordination with MSPs, providing inputs and clarifications on contractual and legal aspects, overall monitoring of program implementation, periodic reports & returns and vetting of payment invoices of MSPs as per contractual provisions.

4.2.9.b.ii During the Transition period, the PMC will also be responsible for providing technical clarifications including ensuring consultation (virtual or physical) with the relevant SMEs as and when required.

4.2.9.b.iii Project Management Subunit at Tech Centre Bengaluru – Responsible for monitoring project implementation, facilitating collaboration between MSPs & Tech Centre Officials, monitoring delivery process, installation, configuration, UAT and Operationalization as per requirements of the contracts signed.

4.2.9.b.iv The consultant shall discuss and finalize the UAT template with UIDAI within first two months of signing of the contract.

4.2.9.b.v Prospective bidders (consulting Agencies) will give recommended sizing of both these PMC teams as per anticipated implementation schedule in their technical proposals.

4.2.9.c Successful transition Management is one of the key requirements from the consultant. Some of the envisaged activities/responsibilities of the PMC are listed as below: -

4.2.9.c.i Periodic project management reports are provided on a weekly basis to UIDAI.

4.2.9.c.ii Project implementation / transition progress presentations to UIDAI.

4.2.9.c.iii Review and validation of detailed project implementation / transition plans prepared by the MSPs / other implementation partners and ensuring finalization of the same.

4.2.9.c.iv Review and validation of all project deliverables prepared by the MSPs / other implementation partners, for conformance to RFP requirements, strategic control, security documents, SLA measurement tools, etc., and ensuring finalization of the same.



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4.2.9.c.v Consultant shall undertake the following activities to ensure, through UIDAI, that the knowledge about the entire System including but not limited to the applications, the design and operational characteristics of these systems are transferred to the New MSP. The activities will be aimed at: -

4.2.9.c.v.A Knowledge transfer of operations.

4.2.9.c.v.B Knowledge transfer of technology.

4.2.9.c.v.C Knowledge transfer of processes.

4.2.9.c.v.D Knowledge transfer of any other processes etc., not covered by (a) to (c) above.

4.2.9.c.vi The consultant shall ensure that:

4.2.9.c.vi.A The transition plan should ensure all objectives for transitions are met.

4.2.9.c.vi.B All assumptions, constraints and interdependencies should be covered before closure

4.2.9.c.vi.C The transition risks should be identified and minimized.

4.2.9.c.vi.D All assets provided to old MSP(s) should be returned to UIDAI.

4.2.9.c.vi.E All documents prepared by old MSP(s) during the project should be handed over to new MSP(s), through UIDAI.

4.2.9.c.vi.F The licenses, rights and warranties need to be managed.

4.2.9.c.vi.G Intellectual Property rights (IPR) need to be managed.

4.2.9.c.vi.H Knowledge transfer for technology, application, infrastructure, processes etc. should be completed

4.2.9.c.vi.I Ensure knowledge transfer and training to the UIDAI-designated officials on the SLA monitoring tools.

4.2.9.c.vii Review and validation of detailed project plan, including plan for procurement, transition, and commissioning, and Transition Go-Live, prepared by the MSPs / implementation partners, through use of industry-standard project management and monitoring tools.

4.2.9.c.viii Providing Project Management Services for the CIDR, including transition and validation of CIDR handover to new MSPs for Go-live.



- 4.2.9.c.ix All the aforementioned deliverables like contractual clarification and periodic reports etc. must be signed by Program director / program manager before submitting to the UIDAI.
- 4.2.9.c.x Submission of Transition closure report.

#### **4.2.10 Deliverable D10: In-life Project Management and Governance.**

Under this deliverable the PMC shall be responsible for:

- 4.2.10.a.i Monitoring adherence to timelines by MSPs by timely flagging the areas of concern / delay within two business day of identification at appropriate level at UIDAI.
- 4.2.10.a.ii Suggesting any mid-course corrections.
- 4.2.10.a.iii Normally providing clarification / explanation on MSP(s) contract clauses as and when requested by UIDAI within three working days of UIDAI raising the query.
- 4.2.10.a.iv Any resolution or technical advice provided by the PMC shall be supported by historical precedents or case studies / proper documentation that demonstrate the PMC's expertise & experience on the same. And also, it must be signed off by Program director / Program manager before submitting it to UIDAI.
- 4.2.10.a.v Scrutiny and verification of the complete Bill of Materials provided by MSP(s) / implementation partners and providing necessary recommendations / assistance to UIDAI for sign-offs on the same.
- 4.2.10.a.vi Verification and monitoring of the procurement, installation, configuration, and commissioning activities of the MSP(s) / implementation partners related to the various hardware, system software, and networking components of the CIDR, and providing the necessary management reports to UIDAI on these activities.
- 4.2.10.a.vii Verification and monitoring of the procurement, installation, configuration, and commissioning activities of the implementation partners related to the various non-IT infrastructure of data centres and providing the necessary management reports to UIDAI on these activities.
- 4.2.10.a.viii Assisting UIDAI in verifying the software / tools agreements and licenses, including software updates and upgrades are procured as per the Bill of Materials.
- 4.2.10.a.ix Reviewing the deliverables of MSP(s) and recommending approvals on deliverables to UIDAI.



- 4.2.10.a.x Understanding the gaps in the existing SLA parameters and measurement methods. Prepare additional SLA parameters to monitor the performance of MSP(s) appropriately / suggest changes in existing parameters. Prepare methodology, framework, and procedures for measurement of SLA parameters and user satisfaction and recommend industry-standard tools for SLA monitoring.
- 4.2.10.a.xi Ensuring that all the knowledge of the new MSP(s) is well documented and continuously monitoring such documents to ensure that they capture all the updates.
- 4.2.10.a.xii Preparing the Standard Operating Procedures for various processes for smooth operations by the MSP(s).
- 4.2.10.a.xiii Providing support in drafting and finalizing any additional / supplementary RFP(s).
- 4.2.10.a.xiv Identifying gaps during implementation or operations stage, finalizing mitigation strategy and supporting during the mitigation process - The objective of engagement of consultant is to ensure that the finalized futuristic strategy for UIDAI is comprehensively implemented through MSP contract(s). It might be possible that during implementation stage or operations stage, certain gaps are noted in infrastructure or processes or services as provided in the MSP Contract(s). Such gaps are to be timely identified and mitigated in a time bound manner.



#### 4.2.11 Deliverable D11: Governance by Automation

The PMC shall implement an automated governance solution which can manage the MSP(s) activities, PMC deliverables and subsequent contracts management. The solution should enable monitoring and reporting for UIDAI and should be configurable and flexible. The solution should be hosted on UIDAI infrastructure. Key functional requirements are as under: -

##### 4.2.11.a.i Project Timelines module – both for MSP(s) and PMC

- 4.2.11.a.i.A Digital solution which is able to establish a baseline project plan for the timelines to manage Consultant deliverables and subsequently, the transition from incumbent service partners to new service partners.
- 4.2.11.a.i.B The tool must have the option to breakdown tasks into sublevel activities.
- 4.2.11.a.i.C The tool must enable allocation of divisions and SPOCs.
- 4.2.11.a.i.D The tool must allow tracking revisions, delays in any activity.
- 4.2.11.a.i.E Audit function to allow tracking of changes in timelines.
- 4.2.11.a.i.F Tracking comments trail for each activity for milestone changes / updates.
- 4.2.11.a.i.G Automated email notification to stakeholders for pending activities or track revisions.
- 4.2.11.a.i.H The tool must have a dashboard for reporting timelines, delays as per phases / divisions / SPOCs etc.

##### 4.2.11.a.ii Contract module

- 4.2.11.a.ii.A The tool must allow the tracking of project milestones, service levels and payment schedules.
- 4.2.11.a.ii.B It must allow mapping of payment schedules with milestones and SLAs.



4.2.11.a.ii.C It must allow users to upload supporting documents and have workflows to review and process invoice and payments.

4.2.11.a.ii.D The tool must allow tracking of change requests and have checklist to ensure permissibility of change requests.

4.2.11.a.ii.E It must have dashboard features to project the consumption of funds allocated for change requests.

4.2.11.a.ii.F It should have alert mechanisms on the basis of contract to alert for different use cases like impact of SLA, option to invoke event of default, etc. Such use cases will be developed on the basis of consultation with appointed SPOCs. This would be an ongoing exercise.

#### **4.2.11.a.iii Meeting's module**

4.2.11.a.iii.A Capture meeting minutes related to Steering Committee, Migration briefs, and other key meetings.

4.2.11.a.iii.B Assign activities to key stakeholders in UIDAI or service partners with defined timelines.

4.2.11.a.iii.C Track comments and updates for assigned activities.

4.2.11.a.iii.D Allow changes in timelines with approvals / audit mechanisms to review comments / updates.

4.2.11.a.iii.E Tracking of activities and notification mechanisms for upcoming, delayed or pending activities.

4.2.11.a.iii.F Dashboard to track actions completed / delayed.

#### **4.2.11.a.iv General**

4.2.11.a.iv.A The solution shall have:

4.2.11.a.iv.A.1 Option for document management, workflows, user login.

4.2.11.a.iv.A.2 A common dashboard for above modules.

4.2.11.a.iv.A.3 User access modules to allow / restrict users as per their allocated tasks.



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- 4.2.11.a.iv.A.4 Industry standard security measures, including data encryption, access controls and regular security audits.
- 4.2.11.a.iv.A.5 Option for integration with existing audit and SLA management solutions or upload option (word or spreadsheets).
- 4.2.11.a.iv.A.6 Options for notifications and alerts with email integration option. UIDAI will provide access to email gateway, if applicable.
- 4.2.11.a.iv.A.7 AI-driven data extraction and Global search.
- 4.2.11.a.iv.A.8 Automated alerts and notification.
- 4.2.11.a.iv.A.9 A defensible audit trails.
- 4.2.11.a.iv.A.10 Integrations with existing UIDAI tools / platforms, where feasible.
- 4.2.11.a.iv.A.11 Secured centralized contract repository
- 4.2.11.a.iv.B Existing UIDAI infrastructure to be utilized by the consultant for hosting the solution. Security testing of the solution will be at the cost of consultant before deployment on UIDAI infrastructure. Any demo / dev environment to be managed by the consultant at their own cost and should not have any restricted and confidential information of UIDAI.
- 4.2.11.a.iv.C Knowledge transfer and training regarding the use of aforementioned solution / tool in a manner and degree reasonably satisfactory to UIDAI.
- 4.2.11.a.iv.D Maintenance and operation of the aforementioned solution / tool.
- 4.2.11.a.iv.E Perform scheduled maintenance activities to help prevent unexpected failures.
- 4.2.11.a.iv.F Life cycle Management like upgrades, bug fixes, customization to meet future requirements.
- 4.2.11.a.iv.G The solution should have the ability to seamlessly upgrade services, components, and modules without affecting services and open interfaces and ability to upgrade without bringing down the solution.



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4.2.11.a.iv.H The solution should support:

4.2.11.a.iv.H.1 Upgrade of individual modules without bringing the solution down.

4.2.11.a.iv.H.2 Reverting to original configuration in case of an upgrade failure

4.2.11.a.iv.H.3 Compliance with relevant industry Standards and regulations like DPDP, GDPR and other applicable Laws

4.2.11.a.iv.I Upon Termination or expiration or completion of the agreement the consultant shall handover all the data in a commonly used format that is capable of integration with any other tool / application.



#### 4.3 Deliverable Timelines

The deliverables for the consultant and the corresponding timelines based on the scope of work as detailed above are (T0 being the date of signing of the contract): -

Deliverable	Deliverable	Timelines
D1	Report on the existing (As-is) implementation and improvement areas	T0 + 3 months
D2	Prepare repository of the project documents and knowledge management plan for the existing implementation	T0 + 3 months
D3	Program Management Strategy, Roadmap, transition plan and maintenance Plan.	T0 + 5 months
D4	Detailed Project Report (DPR) for enhancement Strategy and Roadmap for the CIDR.	T0 + 5 months
D5	Report on Disaster Recovery Plan (DRP) and Business Continuity Plan for the CIDR Project for fully integrated BCP / DR testing exercise and improvement plan	T0 + 7 months
D6	Report on enhanced functional and technical specifications for the IT systems of the CIDR.	T0 + 9 months
D7	Request for Proposals (RFPs): For Selection of Managed Service Provider(s) (MSP(s)) to manage and enhance the CIDR. a. Preparation and conduct of EOI b. Preparation of RFPs for selection of MSP(s)	T0 + 12 months
D8	Bid process management for all the RFPs leading to selection of MSP(s) and signing of contract(s)	T0 + 18 months
D9	Transition Management	Expected to be completed in 12 months after completion of D8
D10	In-line Project Management	Ongoing Project Management
D11	Governance/Automation Tool - Supply, Installation, Configuration, User Training, UAT, maintenance & bug fixes.	T0+ 6 months

## 4.4 Manpower Requirements

### 4.4.1 The successful bidder:

4.4.1.a Shall form a team for undertaking this assignment. The team shall consist of experts who have the requisite skill and experience.

4.4.1.b Shall take the complete responsibility to bring in other resources (not mentioned below) as and when required to execute this part of the consultancy assignment on approval of UIDAI. Bidder to quote the single standard rate for all such Subject Matter Experts in its financial bid. This rate will not be considered during financial evaluation.

4.4.2 During these phases the consultant resources will be required to work onsite at the UIDAI office premises or as required by the project.

4.4.3 The bidder must ascertain the effort required for the project and provide adequate support staff to accomplish the deliverables in timely manner.

### 4.4.4 The consultant shall:

4.4.4.a Deploy the required resources subject to approval of his / her CV by UIDAI.

4.4.4.b Follow the procedure as mentioned at 4.4.4.a above in case of replacement of any resource.

4.4.4.c Follow UIDAI procedure for onboarding / off boarding of the resources.

4.4.4.d Submit the resource deployment plan for each phase of the contract (i.e., Phase 1, 2 and 3). This plan shall outline the deployment of various profiles necessary to complete the scope of work.

4.4.4.e Ensure that all manpower resources deployed for execution of these phases of the contract must strictly adhere to the attendance reporting procedures as required by UIDAI and make their services available for the entire reporting time period at respective, purchaser locations or any location designated by the purchaser.

4.4.4.f Use their own laptops, mobile phone etc. for doing the official project work at no extra cost to UIDAI.

4.4.4.g Ensure a minimum of 20 working days of overlap period between an outgoing consultant resource and the incoming consultant resource for adequate knowledge transition and handover of project tasks from the outgoing resource to the incoming resource.



- 4.4.5 The continuity of deployed resources shall play a key role in meeting the project objectives.
- 4.4.6 The consultant shall ensure the continuity of important / critical resources and SMEs from phase-1 for full or part duration of Phase-2 to ensure smooth transition management in line with the principles and considerations envisaged at the design and specification stages of deliverables D1 to D8. The name, position and planned periods of continuity of such resources identified by the bidder for continuity from Phase-1 to Phase-2 shall be indicated by the bidder as part of the bid. Some of these critical resources / SMEs may also be required on 'as required' basis in Phase-3.
- 4.4.7 The resource deployment plans submitted by the bidders will be evaluated as part of technical evaluation of the bids. Actual deployment plans, however, will be as those approved by UIDAI
- 4.4.8 If at any point in time, UIDAI feels that a resource is not up to the mark, the replacement will be demanded in writing and will need to be obliged within 21 days. During such a replacement, the incumbent shall be available for disposal of the tasks till the new resource comes on board.
- 4.4.9 If the Purchaser finds that any of the resource 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 resource, then the consultant 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.
- 4.4.10 The consultant may, after getting approval from UIDAI, provide certain non-billable resources as deemed necessary for the successful completion of the services outlined in this RFP. These resources shall be utilized solely for the fulfillment of the consultant's obligations under this contract. The purchaser acknowledges that such non-billable resources are integral for the delivery of services and agrees to facilitate their availability as reasonably required.

**4.4.11 Resources required for Full Time:**

4.4.11.a Bidder to ensure availability of resources as mentioned:

Ref	Position	Number	Indicative Availability		
			Phase -1	Phase -2 (Months)	Phase -3 (Months)
R.2	Program Manager	1	Full Time	Full Time	Full Time
R.3	Contract Management expert	1	Full Time	Full Time	Full Time
R.4	Support Specialist- IT Procurement and Contracts	2	NA	Full Time	Full Time



4.4.11.b These resources to be stationed at UIDAI Tech centre, Bengaluru or UIDAI HO, New Delhi from Phase 2 onwards. UIDAI will specify the location for resources post completion of phase I.

#### 4.4.12 Resources required for part duration of the contract:

4.4.12.a Below is the proposed structure for the consultant's team organization apart from the resources mentioned above under clause 4.4.11. However, it's important to note that this is merely indicative, and bidders are required to propose their own team structure along with the committed timeframe to ensure the timely execution of consultancy requirements.

Ref	Position	Number	Indicative Availability		
			Phase -1	Phase -2 (Months)	Phase -3 (Months)
R.1	Program Director	1	Part Time	2.5	NA
R.5	Lead architect	1	Part Time	1	NA
R.6	Application architect	1	Part Time	1	NA
R.7	DC architect	1	Part Time	1	NA
R.8	Cloud architect	1	Part Time	1	NA
R.9	Biometrics architect	1	Part Time	1	NA
R.10	Cyber Security architect	1	Part Time	1	NA
R.11	Business architect	1	Part Time	1	NA
R.12	Senior Consultant - Networking	1	Part Time	1	NA
R.13	Senior Consultant - Server & Storage	1	Part Time	1	NA
R.14	Senior Consultant - change Management	1	Part Time	3	NA
R.15	Consultant - procurement	1	Part Time	0.5	NA
R.16	Consultant - Governance platform	1	Part Time	12	NA

4.4.13 The indicative resource requirements listed above are provided just for the purpose of RFP. The bidder's proposed deployment plan (as part of technical proposal), including the agreed-upon resources, shall be deemed final and binding upon contract execution, forming an enforceable part of the contract.

#### 4.4.14 Qualification and experience criteria of resources

<b>R.1</b>	<b>Program Director</b>
Minimum Qualification	B.E. / B. Tech
Optional Qualification	MBA
Certification (if any)	PgPM (Program Management Professional)/ PMP (Project Management Professional)/ CSM (Certified Scrum Master)/ PMI-ACP (Agile Certified Practitioner), or any equivalent certificate
Minimum Experience	<ul style="list-style-type: none"> <li>a) 20 years of experience with at least 10 years in IT consulting/ IT advisory services.</li> <li>b) Experience of working on at least 2 Government assignments.</li> <li>c) Must have experience in managing a team of more than 20 consultants, meeting tight timelines and ensuring quality of the deliverables.</li> <li>d) Must have experience in managing large-scale digital infrastructure projects.</li> <li>e) Expertise in various aspects of consulting including stakeholder needs analysis, designing target future-state architectures, preparation of DPR and RFPs.</li> <li>f) Demonstrated track record of leading high-performance teams to successful attainment of challenging goals.</li> <li>g) Maintains appropriate professional designations and up-to-date knowledge of current information technology techniques and tools.</li> <li>h) Good communication and problem resolving skills</li> <li>i) Lead the project progress and high-level risks/issues</li> </ul>

<b>R.2</b>	<b>Program Manager</b>
Minimum Qualification	BE/B. Tech/MCA
Optional Qualification	MBA
Certification (if any)	PgPM (Program Management Professional)/ PMP (Project Management Professional)/ CSM (Certified Scrum Master)/ PMI-ACP (Agile Certified Practitioner), PRINCE2, or any equivalent certificate
Minimum Experience	<ul style="list-style-type: none"> <li>a) At least 15 years of relevant experience of leading a team with more than 20 consultants, meeting tight timelines and ensuring quality of the deliverables.</li> <li>b) Must have at least one end-to-end IT program/ project experience in government assignment.</li> <li>c) Must have experience in Project Management of at least 2 completed Consultancy assignments with a consultancy value of at least INR 2 Cr.</li> <li>d) Must have experience in managing / designing large-scale digital infrastructure projects</li> <li>e) Strong knowledge of IT project management methodologies, tools, and techniques.</li> </ul>



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<b>R.3</b>	<b>Contract Management expert</b>
Minimum Qualification	Bachelor's Degree preferably in Law recognized by the Bar Council of India.
Optional Qualification	MBA
Certification (if any)	IACCM (International Association for Contract and Commercial Management)/ WorldCC (World Commerce & Contracting)/ CCCM (Certified Commercial Contracts Manager)/ CCCS (Certified Commercial Contracts Specialist), or any equivalent certificate, CIPS (Chartered Institute of Procurement and Supply) Level 4
Minimum Experience	<ul style="list-style-type: none"> <li>a) Overall experience of at least 8 years with at least 5 years of relevant experience in contracts management.</li> <li>b) Experience of working on at least 1 Government assignment. Understanding of Cyber / IT Laws, Taxation laws, laws relating to Banking, Payment Systems, CVC guidelines, Indian Contract act, Aadhaar Act 2016 company act etc.</li> <li>c) Good verbal, written communication, and documentation skills.</li> <li>d) Stay informed of changes in contract law, regulations, and industry best practices, and ensure compliance with new requirements</li> </ul>

<b>R.4</b>	<b>Support - IT Procurement and Contracts</b>
Minimum Qualification	B. Tech/ BE or equivalent
Optional Qualification	MBA / MCA
Certification (if any)	CIPs Level 3 or Level 2
Minimum Experience	<ul style="list-style-type: none"> <li>a) Proven experience of at least 8 years in IT Procurement and contract support roles.</li> <li>b) Experience of working on Government project(s).</li> <li>c) Understanding of Government procurement policies and procedures like GFR, Manual of Procurement(s) and CVC guidelines etc.</li> <li>d) Experience of developing procurement document including Tender, RFIs/RFQs/RFPs and EOIs etc.</li> </ul>

<b>R.5</b>	<b>Lead Architect</b>
Minimum Qualification	B.Tech./BE/MCA/M.Tech
Certification (if any)	Certified Enterprise Architect (CEA), or any equivalent certificate
Minimum Experience	<ul style="list-style-type: none"> <li>a) At least 10 years of experience in IT/ technology consulting areas.</li> <li>b) Must have experience in managing large application solution design / maintenance for at least 3 consulting assignments (Value INR 1 cr and above).</li> <li>c) Must have experience in designing large-scale digital infrastructure projects.</li> <li>d) Experience with cloud services, infrastructure and scalability.</li> </ul>



<b>R.6</b>	<b>Application Architect</b>
Minimum Qualification	B.Tech./BE/MCA/M.Tech
Certification (if any)	Certified Enterprise Architect (CEA), or any equivalent certificate
Minimum Experience	<ul style="list-style-type: none"> <li>a) At least 8 years of experience in the in the Design of IT Solutions including preparation of FRS and RFP for at least 1 completed IT project in a large Government/ Enterprise environment (with a consultancy cost of at least INR 2 Cr) having end-to-end application development lifecycle.</li> <li>b) Experience in end-to-end application development lifecycle.</li> <li>c) Comprehensive knowledge of overall software architecture and software engineering methodologies, principles and practices.</li> <li>d) Must have experience in managing / designing large-scale digital infrastructure projects.</li> <li>e) Experience in database, storage, networking and security architectures and AI/ML.</li> </ul>

<b>R.7</b>	<b>DC Architect</b>
Minimum Qualification	Bachelor's degree in Computer Science, Information Technology or related field.
Optional Qualification	MCA/M.Tech
Certification (if any)	Data Centre Certified Associate (DCCA), Certified Data Centre Professional (CDCP) or similar.
Minimum Experience	<ul style="list-style-type: none"> <li>a) At least 10 years of experience in Data centre design and management.</li> <li>b) Experience with cloud platforms (e.g., AWS, Azure, Google cloud etc.).</li> <li>c) Strong understanding of network infrastructure and protocols.</li> <li>d) Must have experience in managing / designing large-scale digital infrastructure projects.</li> <li>e) Must have experience of at least 3 consulting assignments (Value 1 cr and above)</li> </ul>

<b>R.8</b>	<b>Cloud Architect</b>
Minimum Qualification	B.Tech./BE/MCA/M.Tech
Certification (if any)	AWS/ MS AZURE/ Google Cloud certified
Minimum Experience	<ul style="list-style-type: none"> <li>a) Atleast 10 years of experience in designing of cloud &amp; Data centre solution.</li> <li>b) Experience in IT/Technology consulting areas.</li> <li>c) Must have experience in managing / designing large-scale digital infrastructure projects</li> <li>d) Must have experience in Managing large application solution design / Maintenance for at least 3 consulting assignments (Value 1 cr. and above).</li> </ul>



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<b>R.9</b>	<b>Biometrics architect</b>
Minimum Qualification	Master's degree in computer vision engineering or image processing engineering or equivalent
Certification (if any)	Certified Biometrics Professional (CBP)/ Certified Forensic Biometric Examiner (CFBE)/ Certified Biometric Evaluation Specialist (CBES), or any equivalent certificate
Minimum Experience	<ul style="list-style-type: none"> <li>a) At least 5 years' experience in biometrics, with a focus on research, development, and implementation of biometric systems and solutions.</li> <li>b) Deep knowledge of biometric technologies, algorithms, and standards, with expertise in one or more biometric modalities (e.g., fingerprint, facial, iris, voice).</li> <li>c) Strong programming skills in languages such as C/C++, Java, Python, or MATLAB, with experience in developing and testing biometric algorithms and systems.</li> <li>d) Must have good verbal, written communication, and documentation skills</li> </ul>

<b>R.10</b>	<b>Cyber Security architect</b>
Minimum Qualification	B.Tech./BE/MCA/M.Tech
Certification (if any)	CISSP (Certified Information Systems Security Professional) /CISM (Certified Information Security Manager), or any equivalent certificate
Minimum Experience	<ul style="list-style-type: none"> <li>a) Overall experience of at least 10 Years.</li> <li>b) At least 7 years of experience as an Information Security Consultant in the following disciplines: <ul style="list-style-type: none"> <li>1. Information Security policy design.</li> <li>2. Information Security policy implementation</li> <li>3. Design of Business Continuity and Disaster Recovery solutions.</li> <li>4. Assessment of information security policies</li> <li>5. Design of large internet-based applications for safeguarding against security threats, vulnerabilities, cyber and phishing attacks</li> </ul> </li> <li>c) Experience in the design of IT security architecture for large-scale distributed and heterogeneous environments Industry standard security certifications would be highly desirable.</li> <li>d) Must have experience in managing / designing large-scale digital infrastructure projects</li> <li>e) Good verbal, written communication, and documentation skills.</li> </ul>
Desired Experience	Experience of working on government assignment



<b>R.11</b>	<b>Business architect</b>
Minimum Qualification	MBA
Certification (if any)	CBA (Certified Business Architect) / CBAP (Certified Business Analysis Professional), or any equivalent certificate
Minimum Experience	<ul style="list-style-type: none"> <li>a) At least 10 years of experience in Strategy consulting advising clients (preferably in telecom or financial services) on business strategy, implementation strategies, identifying business avenues and revenue streams, and preparation of business and revenue models.</li> <li>b) Experience in conducting business capability assessments and gap analyses to identify opportunities for improvement and innovation.</li> <li>c) Strong understanding of business architecture principles, methodologies and frameworks.</li> <li>d) Must have experience in managing / designing large-scale digital infrastructure projects.</li> <li>e) Good verbal, written communication, and documentation skills</li> </ul>
Desired Experience	Experience of Working on at least 1 government project

<b>R.12</b>	<b>Senior Consultant Networking</b>
Minimum Qualification	B. Tech/ BE/ MCA
Certification (if any)	Cisco Certified Network Professional (CCNP), Cisco certified Internetwork Expert (CCIE)
Minimum Experience	<ul style="list-style-type: none"> <li>a) At least 10 years of relevant proven experience in network consulting, design, and implementation.</li> <li>b) In-dept knowledge of networking protocols and technologies (e.g., Cisco, Juniper, HP).</li> <li>c) Strong understanding of network security principles and practices.</li> </ul>
Desired Experience	Experience of Working on at least 1 government project.

<b>R.13</b>	<b>Senior Consultant Server &amp; Storage</b>
Minimum Qualification	B. Tech/ BE/ MCA
Certification (if any)	CCNP (Cisco Certified Network Professional)/ JNCIP (Juniper Networks Certified Internet Expert) or any equivalent certificate
Minimum Experience	<ul style="list-style-type: none"> <li>a) At least 10 years of relevant proven experience in the following. <ul style="list-style-type: none"> <li>1. Experience in sizing and design of server specification.</li> <li>2. Experience in designing replication, back-up &amp; restore architecture for large IT systems.</li> <li>3. Experience in design of network architecture for large-scale distributed and heterogeneous environments.</li> </ul> </li> <li>b) Good verbal, written communication, and documentation skills.</li> </ul>
Desired Experience	Experience of Working on at least 1 government project.



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<b>R.14</b>	<b>Senior Consultant change Management</b>
Minimum Qualification	B. Tech/ BE/MBA
Certification (if any)	Change Management Practitioner (CMP)/ PMI -CMP(Change Management Professional)/ Change Management Specialist/ Prosci Certified Change Practitioner (CCP)
Minimum Experience	<ul style="list-style-type: none"> <li>a) At least 10 years of experience in change management consulting or related roles, with a successful track record of leading complex change initiatives from conception to implementation.</li> <li>b) Strong understanding of change management principles, methodologies, and tools, such as ADKAR, Prosci, or Kotter's 8-Step Process.</li> <li>c) Excellent communication, facilitation, and interpersonal skills, with the ability to influence and engage stakeholders at all levels of the organization.</li> <li>d) Exceptional problem-solving and analytical abilities, with a keen attention to detail and a results-oriented mindset.</li> </ul>
Desired Experience	Experience of Working on at least 1 government project

<b>R.15</b>	<b>Consultant - procurement</b>
Minimum Qualification	B. Tech/ BE
Certification (if any)	IACCM (International Association for Contract and Commercial Management)/ WorldCC (World Commerce & Contracting)/ CCCM (Certified Commercial Contracts Manager)/ CCCS (Certified Commercial Contracts Specialist), or any equivalent certificate, or equivalent certificate
Minimum Experience	<ul style="list-style-type: none"> <li>a) At least 6 years of relevant proven experience in the following areas: Two or more projects experience of large Government IT services or Goods procurement.</li> <li>b) Experience of developing high quality procurement documents including Tender, RFIs/RFQs/RFPs, EOIs and bid management.</li> <li>c) Understanding of government procurement rules and practices.</li> <li>d) Good verbal, written communication, and documentation skills.</li> </ul>
Desired Experience	Experience of Working on at least 1 government project



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R.16	Consultant - Governance platform
Minimum Qualification	Bachelor's degree in Information Technology, Computer Science, Business Administration, or related field. Master's degree preferred.
Minimum Experience	<ul style="list-style-type: none"><li>a) Proven experience of at least 8 years in implementing and supporting governance software solutions, such as GRC (Governance, Risk, and Compliance) platforms, ERM (Enterprise Risk Management) systems, or similar tools.</li><li>b) Strong technical proficiency in configuring and customizing governance tools.</li><li>c) Excellent project management skills, with the ability to lead software implementation projects from initiation to completion, managing timelines, budgets, and stakeholder expectations.</li><li>d) Exceptional communication and interpersonal skills, with the ability to effectively engage with clients, understand their needs, and provide tailored solutions.</li><li>e) Analytical mindset with the ability to translate business requirements into technical specifications and configurations within governance tools.</li></ul>



## 5 Section 5 – General Conditions of the Contract

### 5.1 Definitions

- 5.1.1** The “Assignment / job” means the work to be performed by the Bidder pursuant to the Contract.
- 5.1.2** “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any eligible person or firm or company that may provide or provides the Services to the Purchaser under the Contract.
- 5.1.3** The "Contract" means the agreement entered into between the Purchaser and the Consultant as recorded in the Contract Form signed by the Purchaser and the Consultant, including all attachments and annexes thereto and all documents incorporated by reference therein.
- 5.1.4** “Day” means calendar day as per Government of India.
- 5.1.5** “Government” means the government of the Purchaser’s country. In this RFP “Government” means Government of India.
- 5.1.6** 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 authorized by UIDAI.
- 5.1.7** “Personnel” means professionals and support staff provided by the consultant and assigned to perform the services or any part thereof.
- 5.1.8** “Proposal” means the Full Technical Proposal and the Financial Proposal submitted by bidders in response to this RFP.
- 5.1.9** “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.
- 5.1.10** Central Identities Data Repository (CIDR) means a centralized database in one or more locations containing all Aadhaar numbers issued to Aadhaar number holders along with the corresponding demographic information and biometric information of such individuals and other information related thereto,
- 5.1.11** “Performance Bank Guarantee (PBG) / Bid Security”, is to be submitted by the bidder to ensure due performance of the contract, performance. This is a security provided to the procuring entity by a bidder for securing the fulfillment of any obligation in terms of the provisions of the bidding documents.
- 5.1.12** “Effective date” is the date on which the contract comes into force and effect.



**5.1.13** “Competent Authority” means an authority or officer to whom the relevant administrative or financial powers have been delegated for taking decisions in a matter relating to procurement.

## 5.2 Application of General Conditions (GCs)

5.2.1 These General conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the purchaser shall be final and binding on the firm/ company.

## 5.3 Applicable law

5.3.1 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. The contracts shall be interpreted in accordance with the laws of the Union of India.

## 5.4 Period of contract

5.4.1 This contract shall come into effect on the date the contract is signed by both the parties. The date the contract comes into effect is defined as the “Effective Date”.

5.4.2 This contract for “Hiring of Project Management Consultancy for selection and on-boarding of MSP(s) {Managed Service Provider(s)} will be for 78 months i.e., 6 years and six months. The period may be extended up to two years, or part thereof, on same terms and conditions, either once or in multiple instances. Intimation about extension / Non-extension will be given 3 months prior to contract expiry date.

5.4.3 Notwithstanding the provision of clauses mentioned above, the period of contract shall be valid subject to the satisfaction of the purchaser.

## 5.5 Termination

### 5.5.1 Termination for Cause.

#### 5.5.1.a Termination for Default.

5.5.1.a.i The Purchaser reserves the right to terminate the contract with written notice for following reasons, which are considered as default:

5.5.1.a.i.A Failure of the consultant to fulfill any of their obligations under this contract.

5.5.1.a.i.B Non-compliance with specified quality standards.

5.5.1.a.i.C If the Consultant fails to deliver any or all of the services within the time period(s) specified in the contract.



5.5.1.a.ii The purchaser shall provide notice of sixty (60) days to cure the reasons for default.

5.5.1.a.iii Where an event of default subsists or remain uncured after 60 days of notice to consultant to resolve, the purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the consultant, terminate the contract with immediate effect, in whole or in part:

5.5.1.a.iv If the purchaser terminates the contract either in whole or in part, the purchaser may, at its discretion, arrange for the procurement of any undelivered services on terms and in a manner it considers appropriate. The Consultant shall be responsible for any additional costs incurred by the purchaser for such services, including the efforts expended by the purchaser in making such arrangements. However, the consultant shall continue to perform the contract to the extent that it has not been terminated.

#### **5.5.1.b Termination for Misrepresentations of facts**

5.5.1.b.i If the purchaser becomes aware of any misrepresentation of facts/information or instances of corrupt or fraudulent practices by the successful bidder after the contract has been signed, purchaser shall provide thirty (30) day notice to the successful bidder to provide clarification.

5.5.1.b.ii Where the issue is not resolved within 30 days of notice to successful bidder/ or if satisfactory clarification is not rendered by successful bidder in 30 days in that case purchaser may, without prejudice to any other remedy for breach of contract, by written notice to the successful bidder, terminate the contract with immediate effect, in whole or in part:

5.5.1.b.ii.A If the successful bidder, in the judgment of purchaser, has engaged in misrepresentation of facts/ information, corrupt or fraudulent practices in competing for the bid or in executing this contract; or

5.5.1.b.ii.B If the successful bidder submits a false statement / facts to purchaser.



### 5.5.2 Termination for Convenience

- 5.5.2.a The purchaser reserves the right to terminate the contract at any time for any reason by giving the consultant at least 60 days written notice of termination for convenience.
- 5.5.2.b Upon receipt of the notice of termination under this clause, the consultant shall either as soon as reasonably practical or upon the date specified in the notice of termination:
- 5.5.2.b.i Cease all further work, except for such work as the purchaser may specify in the notice of termination for the sole purpose of protecting that part of the deliverable already submitted;
  - 5.5.2.b.ii Repatriate the consultant's and its sub-contractor's personnel from the site;
  - 5.5.2.b.iii In addition, the consultant shall deliver to the purchaser all documents prepared by the consultant or its sub-contractors as of the date of termination in connection with the assignment.

### 5.5.3 Termination for Insolvency

- 5.5.3.a The Purchaser may at any time terminate the contract without compensation to the consultant, if the consultant 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.

### 5.5.4 Effects of Termination

- 5.5.4.a In the event purchaser terminates this agreement pursuant to failure on the part of the consultant to comply with the conditions as contained in this agreement or depending on the event of default, Performance Bank Guarantee furnished by consultant may be forfeited in full or part as decided by the purchaser.
- 5.5.4.b Upon termination of this agreement, the consultant shall hand over all unfinished deliverables and documents to the purchaser.
- 5.5.4.c In the event the purchaser terminates this agreement, the compensation will be decided in accordance with the terms of payment schedule.



5.5.4.d The purchaser agrees to pay consultant for all charges for services consultant provides and any deliverables consultant delivers through termination and any charges at the decided rate, for extension period beyond termination, provided the deliverables/services so rendered are duly accepted by the purchaser.

## 5.6 Force Majeure

### 5.6.1 Definition of Force Majeure

5.6.1.a Force majeure refers to unforeseeable circumstances or events beyond the control of parties involved in a contract, such as natural disasters, war, or government actions, which prevent the fulfillment of contractual obligations.

5.6.1.b These events are typically considered to be outside the reasonable control of the parties and may excuse them from performing their contractual duties or entitle them to seek modifications or termination of the contract.

### 5.6.2 Force Majeure events

5.6.2.a A Force Majeure shall include, without limitation, the following:

5.6.2.a.i War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war; strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine, and plague;

5.6.2.a.ii Earthquake, landslide, volcanic activity, fire, flood, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster

5.6.3 If either party is prevented, hindered, or delayed from or in performing any of its obligations under the agreement by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such event;

5.6.4 Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations, if the non-performance results from such Force Majeure circumstances.

5.6.5 In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

- 5.6.6 The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 (Ten) days from the moment of their beginning.
- 5.6.7 Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- 5.6.8 If the impossibility of complete or partial performance of an obligation lasts for more than 90 (ninety) days, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the services received.

## 5.7 Suspension

- 5.7.1 The “Purchaser” may, by written notice of suspension to the bidder, suspend all payments to the bidder hereunder if the bidder fails to perform any of its obligations under this contract, including the carrying out of the services, provided that such notice of suspension:
- 5.7.1.a Shall specify the nature of the failure, and
- 5.7.1.b Shall allow the bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

## 5.8 Documents and Information

- 5.8.1 All plans, drawings, specifications, designs, reports, forms, other documents and software (including source code) submitted, developed, customized or updated time-to-time by the consultant under this contract in any format, shall become and remain the exclusive property of the purchaser, and the consultant shall, not later than upon termination or expiration/completion of this contract, handover all such documents to the purchaser, together with source code of the software so developed under this contract along with a detailed inventory thereof.
- 5.8.2 The Consultant shall not,
- 5.8.2.a Without the Purchaser's prior written consent, make use of any document or information enumerated except for purposes of performing the Contract.



**5.8.2.b** Without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the consultant in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as it may be necessary for purposes of such performance.

## 5.9 Code of Integrity

5.9.1 It is required that bidders shall adhere to the highest standard of ethics and shall not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

5.9.1.a **“Corrupt practice”** means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the Evaluation Committee, in the procurement process or in contract execution;

5.9.1.b **“Fraudulent practice”** means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract. This includes making false declaration or providing false information for participation in a bidding process or to secure a contract;

5.9.1.c **“Anti-competitive practice”** means any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the Purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

5.9.1.d **“Coercive practices”** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process, or affect the execution of a contract;



5.9.1.e “**Conflict of interest**”: means participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain; and

5.9.1.f “**Obstructive practice**”: means materially impede the Procuring Entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;.

5.9.2 The Purchaser will reject a proposal for award, if it is determined that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive / Anti- competitive, coercive or obstructive practices in competing for the contract in question;

### 5.9.3 Conflict of Interest

5.9.3.a The bidder should not have any Conflict of Interest that may affect selection of bidder during selection stage. In case such a situation arises after award of contract, the bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the bidder or the bidder’s Team) in the course of performing the Services as soon as possible after it becomes aware of that conflict. Failure to disclose such situations may lead to the disqualification of the consultant or termination of its contract during execution of the assignment.



#### 5.9.4 . Obligation of Proactive Disclosure

- 5.9.4.a Bidders are obliged under Code of Integrity for Public Procurement to proactively declare any conflicts of interest (pre-existing or as and as soon as these arise at any stage) during procurement process or execution of contract. Failure to do so will amount to violation of code of integrity; and
- 5.9.4.b Bidders must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of code of integrity;
- 5.9.4.c To encourage voluntary disclosures, such declarations will not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest / debarment may be evaluated and mitigation steps, if possible, may be taken by the Purchaser.

### 5.10 Indemnification and Limitation of Liability

#### 5.10.1 General Indemnity

- 5.10.1.a The successful bidder / Consultant (the "Indemnifying Party") undertakes to indemnify the purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. arising out of or in connection with:
  - 5.10.1.a.i Any breach of this Agreement by Consultant.
  - 5.10.1.a.ii Any Negligence or willful misconduct by Consultant
  - 5.10.1.a.iii Any violation of applicable laws or regulations by Consultant
  - 5.10.1.a.iv Any third-party claims arising out of or relating to consultant's performance or non-performance under this agreement.
  - 5.10.1.a.v Bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Agreement.

#### 5.10.2 IPR Indemnity



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

5.10.2.b The indemnifying party will not indemnify the indemnified Party, if the claim of infringement is caused by

5.10.2.b.i The indemnified party's misuse or modification of the deliverables;

5.10.2.b.ii The indemnified party's failure to use corrections or enhancements made available by the indemnifying party;

5.10.2.b.iii The indemnified party's use of the deliverables in combination with any product or information not owned or developed or supplied by the indemnifying party. If any of the deliverables is or likely to be held as infringing, the indemnifying party shall at its expense and option either

5.10.2.b.iii.A Procure the right for the Indemnified Party to continue using it, or

5.10.2.b.iii.B Replace it with a non-infringing equivalent, or

5.10.2.b.iii.C Modify it to make it non-infringing.

### 5.10.3 Conditions for Indemnity

5.10.3.a Without prejudice to the rights of the purchaser in respect of indemnification for any claim:

5.10.3.a.i The Purchaser shall notify the consultant upon receipt of any notice of claim setting out in reasonable particulars, the details of such notice of claim;



- 5.10.3.a.ii Immediately upon receipt of notification of any claim from the Purchaser, the Consultant within a period of 5 days from date of receipt of such notice from the Purchaser, notify the Purchaser whether the Consultant wish to assume the defense in relation to such claim (including settlement or resolution thereof). Thereafter, the Consultant shall be entitled in consultation with the Purchaser, and only to the extent such action does not in any manner compromise, prejudice or adversely affect the interests of the Purchaser, to take such action as mutually agreed upon by Consultant and the Purchaser to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification;
- 5.10.3.a.iii Notwithstanding anything contained herein, the Consultant and the Purchaser agree and covenant that a notice by the Purchaser to the Consultant in relation to the claim as aforesaid shall amount to express acceptance and consent by the bidder to indemnify the Purchaser for all losses in relation to such claim. Upon notice by the bidder, the Purchaser shall reasonably co-operate with the Consultant at the sole costs of the Consultant, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the Purchaser. The Purchaser shall have the right, at its option, to participate in the defense of such claim;
- 5.10.3.a.iv If the Consultant fails to take any action as per the above clause within the time period as specified therein, the Purchaser shall have the right, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including without limitation, making claims or counterclaims against third parties). If the Consultant does not assume control of the defense of such claims (as mentioned above), the entire defense, negotiation or settlement of such claim by the Purchaser shall be deemed to have been consented to by, and shall be binding upon, Consultant as fully as though the Consultant alone had assumed the defense thereof and a judgment had been entered into by the Consultant, for such claim in respect of the settlement or judgment.



#### 5.10.4 Limitation of Liability

5.10.4.a In no event shall consultant be liable to the purchaser for any indirect, consequential, special, punitive, or incidental damages, including, without limitation, loss of profits, revenue, data, or use, arising out of or in connection with this agreement, whether such liability arises from breach of contract, tort (including negligence), or any other legal theory Consultant's total aggregate liability under this agreement, whether in contract, tort, or otherwise, shall not exceed the total contract value inclusive of taxes, payable during the term of this agreement or the proceeds the bidder may be entitled to receive from any insurance maintained by the bidder to cover such a liability, whichever is higher.

5.10.4.b This limitation of liability shall not affect the bidder's liability, if any, for damage to Third Parties caused by the bidder/ bidder's Team or any person or company/ company acting on behalf of the bidder in executing the work or in carrying out the services.

#### 5.10.5 Allocation of liability

5.10.5.a The allocation of liability represents the mutually agreed-upon understanding between the parties, and the compensation for the services/deliverables is structured accordingly.

#### 5.10.6 Insurance Cover

5.10.6.a The consultant shall maintain comprehensive general liability insurance coverage which should be equal to the total value of the contract, with reputable insurers during the term of this agreement. Such insurance shall include coverage for

- 5.10.6.a.i Bodily injury,
- 5.10.6.a.ii Property damage, and personal injury
- 5.10.6.a.iii Professional indemnity for errors and omissions.
- 5.10.6.a.iv Product liability.
- 5.10.6.a.v Accidental disclosure or theft of confidential information.
- 5.10.6.a.vi Any additional type of insurance as may be required by the Purchaser.



- 5.10.6.b The consultant shall provide the purchaser with a certificate of insurance evidencing the required coverage upon request. Failure to maintain the required insurance coverage shall constitute a material breach of this agreement and may result in termination.

## 5.11 Confidentiality

- 5.11.1 Bidder is required to furnish an NDA as per the format provided under section 6.6.
- 5.11.2 Bidder shall upload the copy of scanned NDA along with the prequalification proposal.
- 5.11.3 The participating bidders shall not disclose details of their bids or other details of their e-bids to other bidders or indulge in any anti-competitive behavior including price manipulation in violation of Competition Act, 2002, as amended from time to time.
- 5.11.4 Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose.
- 5.11.5 The undue use by any bidder of confidential information related to the process may result in the rejection of its proposal.

## 5.12 Intellectual Property Rights

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

## 5.13 Good Faith

5.13.1 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.

5.13.2 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 provision as provided in the RFP.

#### 5.14 Contract Amendments

5.14.1 This agreement may be amended or modified only by a written instrument executed by both parties. Any amendments or modifications shall be deemed effective only to the extent specifically set forth in such written instrument and shall not otherwise affect the validity or enforceability of the remaining provisions of this Agreement.

#### 5.15 Change Order

5.15.1 Due to the evolving nature of the project requirements and the complexity of the project, the purchaser and bidder recognize that changes may be required during the project. Purchaser also recognizes that these changes may require modification to the manpower requirements and may thus have a financial impact. It is hereby clarified that overall value of all the change controls shall not exceed the 25 % (twenty five percent) of the total contract value.

5.15.2 The bidder will endeavor, wherever reasonably practicable, to effect change without an increase in the payment terms or financial impact, and purchaser will work with the bidder to ensure that all changes are discussed and managed in a constructive manner. This Change Control Schedule sets out the provisions which will apply to changes to the MSA.

5.15.3 If additional work is required beyond the scope of the Services specified in Section-4, the estimated periods of engagement of Key Personnel set forth in the contract may be increased by agreement in writing between the Purchaser and the Consultant

5.15.4 Purchaser reserves the right to terminate any Change Control Note with written notice of Thirty (30) days.



## 5.16 Change Management Process

- 5.16.1 Change Request in respect of the Agreement will emanate from the Purchaser or Consultant. Consultant's Program Manager will be responsible for obtaining approval for the change and will initiate the Change Request by completing Change Control Note (CCN) [section 6.10]. CCNs will be submitted to the Purchaser, who will acknowledge receipt of the CCN. This is hereby clarified that CCNs are applicable from date of signing of the contract and for entire duration of the contract or extension, if any.
- 5.16.2 The Consultant and the Purchaser or its nominated agencies, during the term of the Agreement and while preparing the CCN, shall determine whether the change is beyond the scope of services or not.
- 5.16.3 It is hereby also clarified that any change control suggested above 25 % (twenty-five percent) of the total contract value will be beyond the scope of the change control process. It is hereby clarified that 25% (twenty-five percent) of the total contract value as stated in herein above is calculated on the basis of total bid value, including taxes, submitted by the bidder and accepted by the purchaser or its nominated agencies or as decided and approved by purchaser or its nominated agencies.

## 5.17 Assignment

- 5.17.1 The Consultant shall not assign, in whole or in part, its obligations to perform under the Contract, to other party, except with the purchaser's prior written consent.

## 5.18 Sub-contracts

- 5.18.1 The consultant may propose engaging subcontractors to perform any portion of the services outlined in this agreement. However, any subcontracting shall not relieve the consultant of their obligations under this contract.
- 5.18.2 The total value of such sub-contracts shall not exceed 25% (Twenty per cent) of the total contract value (*including taxes*).
- 5.18.3 The consultant shall:
- 5.18.3.a Secure prior approval from purchaser to engage or change any sub-contractor(s). Sub-contracting by the consultant without the approval of the purchaser shall be a breach of contract.
  - 5.18.3.b Mention the details of any sub-contracting proposed in the bid, including the name of sub-contractor, activity assigned and duration of sub-contract.
  - 5.18.3.c Ensure that any subcontractors engaged are suitably qualified and capable of fulfilling their assigned tasks.



- 5.18.4 Sub-contracting certificate is required from the consultant on the annual basis confirming the value of sub-contract and compliance that sub-contracting is within the value of percentage mention under clause 5.18.2.
- 5.18.5 All the resources which are not sub-contracted shall be on the payroll of consultant. Purchasers reserve the right to seek documents to verify the employment.
- 5.18.6 The consultant shall not be allowed to sub-contract the services to any consultant from a country which shares a land border with India unless such contractor is registered with the competent authority
- 5.18.7 The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 5.18.8 “Consultant from a country which shares a land border with India” means:
- 5.18.8.a An entity incorporated, established or registered in such a country; or
  - 5.18.8.b A subsidiary of an entity incorporated, established or registered in such a country; or
  - 5.18.8.c An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - 5.18.8.d An entity whose beneficial owner is situated in such a country; or
  - 5.18.8.e An Indian (or other) agent of such an entity; or
  - 5.18.8.f A natural person who is a citizen of such a country; or
  - 5.18.8.g A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 5.18.9 The consultant shall solely remain responsible for:
- 5.18.9.a Sub-contracted portions of the Services.
  - 5.18.9.b Performance and conduct of any subcontractors engaged.
  - 5.18.9.c Making payments to all its subcontractors.



## 5.19 Consortium

**5.19.1** For the purpose of this RFP, consortiums are not allowed. The bid shall be submitted only as a single entity. Consultant, however may hire services from other agencies/companies for SMEs, if required.

## 5.20 Delivery and Documents

**5.20.1** Delivery of services shall be made by the consultant in accordance with the terms specified by the purchaser in this RFP.

## 5.21 Acceptance of Deliverables

5.21.1 Consultant shall discuss and finalize the acceptable formats with respective divisions of UIDAI with in first two months from date of signing of the contract.

5.21.2 UIDAI shall nominate specific / nodal Divisions for different deliverables in all three phases. These nodal divisions will be responsible for not only providing complete inputs / comments but also final acceptance / approval(s) of the said deliverable(s) and applicability of SLAs thereof. The procedure for the same will be notified by UIDAI.

5.21.3 Acceptance report signed by nominated nodal division of UIDAI for the respective deliverables will be required for making the payments by UIDAI.



## 5.22 Consultant's Performance

- 5.22.1 Delivery of the performance shall be made by the Consultant in accordance with the Timelines specified by the Purchaser in clause 4.3.
- 5.22.2 Delay by the consultant in the performance of its delivery obligations shall render the consultant liable to imposition of penalty/liquidated damages, and/or termination of the Contract for default. However, if the delay is due to factors not in control of the Consultant in judgment of the purchaser, Consultant will not be liable to pay any penalty or liquidated damages
- 5.22.3 If at any time during the performance of the contract, the consultant encounters conditions impeding timely delivery of the services / deliverable, the consultant shall promptly notify the Purchaser in writing of the fact/ reason of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Consultant's notice, the Purchaser shall evaluate the situation and may at its discretion extend the consultant's time for performance/ deliverables, in which case the extension shall be ratified by the parties. If the consultant request to delay delivery of the services is not found acceptable to the purchaser, provisions of clause 5.28 would be invoked.



## 5.23 Payment Schedule

5.23.1 The payments in respect of the deliverables D1 to D8, shall be made as per the table below in percentage of total fixed cost for Phase-1 quoted by bidder under Form Fin-2 clause 6.4.2.

Deliverable	Details	Timelines for Deliverables (T0 - Date of signing of contract)	Payment Frequency	Payment Schedule in % of the Fixed cost for Phase-1 and One-time cost
D1	Report on the existing (AS-IS) implementation and improvement areas.	T0 + 3 months	Quarterly, Payment will be made in the Quarter, when the deliverable is accepted by UIDAI	5
D2	Prepare repository of the project documents and knowledge management plan for the existing implementation.	T0 + 3 months		5
D3	Program Management Strategy, Roadmap, transition plan and maintenance Plan.	T0 + 5 months		5
D4	Detailed Project Report (DPR) for enhancement strategy and roadmap of the CIDR.	T0 + 5 months		5
D5	Report on Disaster Recovery Plan (DRP) and Business Continuity Plan for the CIDR Project for fully integrated BCP / DR testing exercise and improvement plan.	T0 + 7 months		5
D6	Report on enhanced Functional and Technical Specifications for the IT systems of the CIDR.	T0 + 9 months		5
D7	Request for Proposals (RFPs) for selection of Managed Service Provider (MSP) to manage and enhance the CIDR. a. Preparation and conduct of EOI b. RFP process leading to selection of MSP(s)	T0 + 12 months		15
D8	Selection of MSP(s) and signing of contract(s)	T0 + 18 months		20



5.23.2 The remaining 35% of both components (Fixed cost for Phase-1 and Onetime cost for travel & lodging etc.) shall be paid as equal quarterly installment or 'Quarterly Guaranteed Revenue (QGR)' over the remaining quarters of the contract (during Phase 2 & Phase 3). This payment shall be made after the deduction of liquated damages, if any. This is explained through illustration below: -

- Suppose total fixed cost for Phase-1 and Onetime cost as per contract is = INR. 1000.
- Total payments from D1 to D8 (65%) = INR. 650
- Balance of total fixed cost for Phase-1 to be paid = INR. 350
- Approximate number of Remaining quarters for Phase 2 & Phase 3 = 20 (26- 6)
- Approximate QGR for next 20 quarters = INR. 17.5 (350/20).

5.23.3 The payments in respect of the deliverables D9 and D10 shall be made quarterly as per below table, based on deployment of agreed resources by the consultant subject to their actual attendance and performance, inter-alia.:

Deliverable	Details	Timelines for Deliverables	Payment Frequency	Payment
D9	Transition Management	Expected to be completed in 12 Months after completion of D8	Quarterly	Payment will made on the basis of the actual attendance of resources deployed as per contract during the invoiced period and satisfactory performance report issued by UIDAI against the quarterly deliverable report submitted by the consultant plus QGR for Fixed cost of Phase-1 and Onetime cost for travel & lodging etc.
D10	In-life Project Management	Project Management		

5.23.1 The payments in respect of the Governance Tool, shall be made annually as per agreed cost mention under Form – FIN-2

Deliverable	Details	Timelines for Deliverables	Payment Frequency	Payment
D11	Governance Tool	T0 + 06 months	Annually	Shall be made annually as per agreed cost mention under Form – FIN-2



## 5.24 Leave Policy

5.24.1.a **Leave** - Resources deployed by consultant shall follow the leave calendar at their respective places of work within UIDAI. Resources to follow below mentioned leave policy throughout the duration of the contract:

5.24.1.a.i All resources will be permitted to avail at maximum of six (6) days of paid leave per quarter. In case of absence of resource(s) other than allowed leave of six days per quarter, the same shall be treated as unpaid leave and there will be deduction of payment by UIDAI corresponding to unpaid leave.

5.24.1.a.ii Leave not availed in a quarter shall not be carried forward and will be lapsed.

5.24.1.a.iii In case of joining of resources in the middle of the quarter, the allowed leave for that first quarter will be calculated on pro-rata basis. No leave apart from the leave mentioned in this section will be permitted irrespective of the leave policy of the bidder.

5.24.1.b **Sandwich leave** - For the purpose of this RFP “sandwich leave” shall mean the following:

5.24.1.b.i If any resource of the consultant takes unpaid leave that is surrounded (prefix and suffix) by a public holiday or weekend, over and above the permissible leave, the public holiday or weekend day(s) will also be counted as unpaid leave.

5.24.1.b.ii For example - If a resource takes allowed leave (6<sup>th</sup> leave of the quarter) on Friday and takes unpaid leave (7<sup>th</sup> leave of the quarter) on following Monday, Saturday and Sunday will not be considered as unpaid leave. Other scenario, if a resource takes unpaid leave (7<sup>th</sup> leave of the quarter) on a Friday and another unpaid leave on the following Monday, the Saturday and Sunday in between will also be counted as unpaid leave days.

5.24.1.b.iii **Illustration 1:** Resource “A” of consultant joined on 1<sup>st</sup> April’24 and he/she has taken the leave in the quarter (Q1) as under:

April’24 – 2 days

May’24 – 3 days

June’24 – 2 days (one on Friday and second on Monday)

Permissible leave in quarter (Q1) – 6 days

Actual Leave taken by resource “A” in Q1 = 2 (Apr’24) + 3 (May’24) + 2<sup>1</sup> (Jun’24) = 7 days

Unpaid leave in Q1 = Actual Leave Taken by resource “A” – Permissible Leave i.e., 7 - 6 = 1.



<sup>1</sup>Jun'24 – leave on Friday will be counted as allowed leave, Saturday and Sunday will not be considered as unpaid leave and Monday will be considered as unpaid leave as it's over and above of permissible leave.

5.24.1.b.iv **Illustration 2:** Resource “A” of consultant joined on 1<sup>st</sup> April'24 and he/she has taken the leave in the quarter (Q1) as under:

April'24 – 2 days

May'24 – 2 days

June'24 – Present only from 1<sup>st</sup> Jun'24 till 7<sup>th</sup> Jun'24, and on leave thereafter.

Actual Leave taken by resource “A” in Q1 = 2 (Apr'24) + 2 (May'24) + 21<sup>2</sup> (Jun'24) = 25 days

Unpaid leave in Q1 = Actual Leave Taken by resource “A” – Permissible Leave i.e., 25 - 6 = 19.

<sup>2</sup>Jun'24 leave = Resource “A” present till 7<sup>th</sup> Jun'24. 8<sup>th</sup> and 9<sup>th</sup> Jun'24 are Saturday and Sunday respectively. 2 days of remaining permissible leave for the quarter i.e., on 10<sup>th</sup> and 11<sup>th</sup> Jun'24, rest i.e., 30 – 11 = 19 will be considered as unpaid leave.

5.24.1.b.v In case of any long leave by consultant's resources, consultant shall have to provide suitable replacement without any additional cost, and if replacement is not provided, payment will not be made.

5.24.1.b.vi Consultant's resource may request for relaxation of unpaid leave due to an exigency by submitting supporting documents. UIDAI reserves the right to approve or reject or curtail all such requests at its sole discretion.

## 5.25 Payment Process

5.25.1 **The payments in respect of the Services for deliverables D1 to D8 (Phase-1) shall be made as follows:**

5.25.1.a Upon receiving 'Acceptance Approval' for a particular deliverable from UIDAI nominated 'Nodal division', the consultant shall submit the invoice for payment as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as mentioned under section 5.23.1.



5.25.1.b Payment Schedule. The payment shall be released after deductions as per statutory norms and any applicable penalty or the SLAs.

5.25.1.c However, if the Purchaser fails to notify acceptance of the deliverables or its objections thereto, within 30 days of receipt of deliverable from consultant, the Purchaser shall release part payment of 50% of the payment due for the respective deliverable without further delay. The remaining 50% of the payment for the respective deliverable shall be made on acceptance of the deliverable by the Purchaser.

5.25.1.d Part payments made by the Purchaser do not constitute acceptance of the Services / deliverable nor relieve the consultant of any obligations hereunder, unless the consultant has made necessary changes as per the comments / suggestions of the Purchaser communicated to the Consultant and the acceptance has been communicated by the Purchaser to the consultant in writing or email. However, if the purchaser does not provide acceptance or reasons for non-acceptance of the deliverable to the Consultant in writing or through email within 90 days of receipt of deliverable from consultant, the deliverable shall be considered accepted and purchaser shall make remaining payment towards the deliverable.

**5.25.2 The payments in respect of services for D9 (Phase -2 Transition and Takeover) and D10 (Phase -3 Project Management) shall be made against the “staff cost” and QGR.**

5.25.2.a The payment against staff cost will be calculated on the basis of number of resources deployed and attendance logged and the man month rate against the resources, as specified in Form-3.

5.25.2.b Calculation Methodology:  $MP = R (1 - L / N)$

Where;

MP = Monthly Payment for each resource

R = Monthly rate of the resource as mentioned in Form FIN-3

L = Unpaid leaves taken in a month, over and above the permissible leaves of 6 days per quarter

N = Number of calendar days in that particular month

**5.25.2.c Illustration A:** Consultant has deployed a resource “A”. Specified monthly rate for resource A is INR 150. Resource A has taken leave as under:



April'24 – 2 days

May'24 – 3 days

Jun'24 – 2 days (one on Friday and second on Monday)

June month's payment for resource A will be calculated as below:

$$R = 150$$

Permissible leave in a quarter 6.

Leave taken in a quarter 2(April) + 3 (May) + 2 (Jun' including Saturday and Sunday) = 7

$$L = 1 (7-6)$$

$$MP = R (1 - L/N) = 145$$

**5.25.2.d Illustration B:** Consultant has deployed a resource "A". Specified monthly rate for resource A is INR 150. Resource A has taken leave as below:

April'24 – 2 days leave

May'24 – 2 days leave

Jun'24 – 2 days leave (one on Friday and second on Monday)

June month's payment for resource A will be calculated as below:

$$R = 150$$

Permissible leave in a quarter 6.

Leave taken in a quarter 2(April) + 2 (May) + 2 (Jun as it is within the bracket of permissible leave) = 6

$$L = 0 (6-6)$$

$$MP \text{ for June} = R (1 - L/N) = 150$$

**5.25.2.e Illustration C:** Consultant has deployed a resource "A". Specified monthly rate for resource A is INR 150. Resource A has taken leave as under:

April'24 – 2 days

May'24 – 2 days



Jun'24 – Present only from 1<sup>st</sup> Jun'24 till 7<sup>th</sup> Jun'24 and on leave thereafter

June month's payment for resource A will be calculated as below:

$$R = 150$$

Permissible leave in a quarter = 6.

Leave taken in a quarter 2(April) + 2 (May) + 21 (Jun {30-9}) = 25

$$L = 19 (25-6)$$

$$MP \text{ for Jun} = R (1 - L/N) = 55$$

5.25.2.f Actual Monthly Payment (AMP) will be the aggregate of Monthly Payments (MPs) for all the resources deployed during the month.

5.25.2.g The payment will be disbursed on a quarterly basis for these phases after deducting applicable liquidated damages, if any.

5.25.2.h Actual Quarterly Payment (AQP) will be the aggregate of Actual Monthly Staff Payments for 3 months of that quarter plus the QGR for Phase 1.

5.25.2.i The payment will depend on the quality and satisfaction of the work completed, as evaluated solely by the purchaser.

### **5.25.3 The payments in respect of Governance Tool.**

5.25.3.a The Payment in respect of Governance Tool shall be disburse annually, deduction of applicable liquidated damages (mentioned in SLA 010 & SLA 011) will be made from Actual quarterly payments .

5.25.4 All payments under this Contract shall be made to the accounts of the Consultant.

5.25.5 As and when necessary, based on release criticality, it is expected that resources deployed will work extra hours including weekdays or weekend in case of emergency without any additional payment.

5.25.6 All other expenses shall be quoted as “onetime expense” in the financial proposal for the complete assignment. This will include travelling, boarding, lodging and other tour related expenses and any other expense considered essential in executing this contract. UIDAI shall not be responsible for any kind of payment for expenses over and above these expenses mentioned herein.



- 5.25.7 The Purchaser shall be entitled to withhold payment of any invoice or part of it delivered by the consultant where the Purchaser disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute.
- 5.25.8 The disputed amount shall be settled in accordance with the escalation procedure as set out in section 5.29. Any exercise by the Purchaser under this clause shall not entitle the consultant to delay or withhold provisioning of the services.
- 5.25.9 In case any extra payment is made, or amount is wrongly disbursed to the consultant, it will be adjusted in the subsequent payments to consultant by the Purchaser.
- 5.25.10 The consultant shall be solely responsible for making payment to all its subcontractors.
- 5.25.11 In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with:
- 5.25.11.a 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 consultant 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 in the contract.
- 5.25.11.b A reasonable assessment of the other expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided in the contract. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis.

## 5.26 Total cost of Services

- 5.26.1 The total cost of the Services payable is set forth in Clause 6.4.2 as per the consultant's proposal to the Purchaser, subject to contract negotiations, if any, carried out.
- 5.26.2 Subject to Clause 5.15, payments under this Contract shall not exceed 1.25 times of the amount specified in Clause 6.4.2 (FIN-2) i.e., total contract value as per Clause 6.4.2 plus (+) CCN value (25% of the total contract value).



## 5.27 Service Level Agreement

### 5.27.1 Introduction

5.27.1.a The Service Level Agreement (SLA) defined for the consultancy assignment will specify the expected levels of baseline service to be provided by the Consultant to UIDAI. The objectives of SLA governance model are to;

5.27.1.a.i Provide clear reference to deliverable ownership, accountability, roles and responsibilities.

5.27.1.a.ii Present a clear, concise and measurable description of service provisioning at each level.

5.27.1.a.iii Bridge the gap between perceptions of expected service provisioning and actual service support and delivery.

### 5.27.2 The SLAs are intended to:

5.27.2.a Make explicit and strict expectations that the UIDAI has for performance and availability of deliverables.

5.27.2.b Trigger a process that brings UIDAI and Consultant's management attention to situations when any aspect drops below an agreed upon threshold or target.

5.27.3 The performance of the consultant services shall be measured against the SLAs detailed below. The service level targets define the levels of service to be provided by the Consultant to UIDAI for the applicability duration of this contract.

5.27.4 Any degradation in the performance of the services undertaken by the Consultant project team during the Project will be subject to levying of liquidated damages against the quarterly payment as outlined in Payment Schedule. The liquidated damages mentioned in this Agreement are pre-estimate of damages likely to flow from the breach of timelines and service levels.

5.27.5 The liquidated damages mentioned in this RFP are not the sole and exclusive remedies available with UIDAI for any breach and consultant shall not be relieved from any obligations by virtue of payment of such liquidated damages.

5.27.6 Liquidated damages will be calculated on a quarterly basis. The cumulative 'liquidated damages' for each quarter shall under no circumstances exceed 10% of the Net Planned Quarterly Payment (NPQP) (exclusive of applicable taxes, duties and levies).

5.27.7 Any change in the SLAs during the term of consultancy assignment (in terms of addition, alteration or deletion of certain parameters), would be initiated at the discretion of UIDAI, which would be subsequently discussed and agreed with the Consultant before putting the amended SLAs into effect.



## 5.28 Application of Liquidated Damages

5.28.1.a Each SLA has a severity level, for which points will be accumulated, at every measurement interval, within their respective reporting intervals, as per the Table outlined below:

Severity Level (SL)	Points
0	-2
1	2
2	4
3	6
4	8

5.28.1.b Each SLA will be capped [referred to as “SLA Cap” in the SLAs defined below] at “Severity level = 4” within a measurement interval. The total points accumulated and the liquidated damages, per SLA, will also be capped for a reporting interval as per the table below.

5.28.1.c The total points accumulated for each SLA, within the reporting interval, will be considered for applying liquidated damages (LD), depicted in the Table below. The points accumulated for each SLA will reset at the end of the reporting interval.

Points accumulated	LD as % on Net Planned Quarterly Payment (excl. of taxes, duties and levies)
$\geq 8$	4 %
6	3 %
4	2%
2	1%
$\leq 0$	0 %



#### 5.28.1.d Illustration of calculation of liquidated damages:

- The SLAs in the scope of consultant are SLA4 and SLA5. For a particular quarter, accumulated points for SLA4 and SLA5 are 2 and 4 respectively.
- LD as a %age of Planned Quarterly Payment for SLA4 and SLA5 are 1% and 2% respectively.
- The Planned Quarterly Payment applicable (aggregate of monthly payment of all resources to be deployed as per resource deployment plan Plus CCN resources, if any) be “F” = “100”.
- Quarterly Guaranteed Revenue be QGR = “10”
- Net Planned Quarterly Payment applicable be “NPQP” = “110” (F+ QGR)
- Applicable Liquidated Damages in the Quarter be “LD” = (Sum of %LD applicable to all the SLs in that quarter) X (Net Planned Quarterly Payment) =  $(1\% + 2\%) * (NPQP) = 3\% \text{ of } “110” = 3.30$ .
- Payable amount for Actual resource deployment “PA” = “90”
- Actual quarterly payment =  $(PA - LD) + QGR = (90 - 3.30) + 10 = 96.70$

**As payment will be disbursed on actual deployment of the resources (PA) plus the QGR (for Phase-1). The applicable LD calculated above on Net Planned Quarterly Payment (NPQP) will be deducted from Payable amount for actual resource deployment “PA”.**

#### 5.28.1.e Illustration for application of taxes on invoices

- Quarterly Payment Payable Invoice raised by CONSULTANT = “X”
- Applicable % Tax (GST) on the invoice = 18%
- Applicable Taxes on the invoice = 18% of X =  $0.18X$
- Applicable % of TDS on Invoice raised by CONSULTANT = 10% of X =  $0.1X$
- Quarterly Payment without TDS deduction = [Quarterly invoice raised + Applicable tax on the invoice] =  $X + 0.18X = 1.18X$
- Quarterly Payment to CONSULTANT after TDS deduction =  $1.18X - 0.1X = 1.08X$



### **5.28.2 SLAs for Phase 1: For deliverables - D1 to D8:**

5.28.2.a Resource based SLA is not applicable during Phase -1 as payment under this phase is based on milestones / deliverables.

#### **5.28.2.b SLA 001 – Non-Submission of Deliverable:**

5.28.2.b.i If a particular deliverable is not submitted (in the form acceptable to UIDAI) as per schedule as specified in Clause 4.3 on account of reasons attributable to the consultant, the UIDAI shall be liable to deduct 0.5% of the total cost of that deliverable for delay of each week or part thereof.

#### **5.28.2.c SLA 002 – Deliverable not acceptable to purchaser and Defects are not rectified:**

5.28.2.c.i If a particular deliverable is not acceptable to the purchaser and defects are not rectified to the satisfaction of the purchaser within the timeline specified by the purchaser, the consultant shall be liable for Liquidated Damages for an amount equal to 1% of total cost of that particular deliverable for every week or part thereof for the delay attributable to the consultant.

### **5.28.3 SLA for Phase 2 & Phase 3: For deliverable – D9 & D10**

#### **5.28.3.a SLA 003 - Resolution provided by consultant on Contractual or Technical queries as per section 4.2.10.a.iii under deliverable D10:**

5.28.3.a.i In the event that consultant fails to provide resolution on the contract or technical queries (backed by historical precedents or some case study which showcases the consultant's expertise & experience on the same) within three (3) working days of their initiation by UIDAI, unless the period of response is otherwise determined by UIDAI, a penalty of 0.1% will be applicable for every day of delay beyond the specified timeline. The LD will be calculated on Net Planned Quarterly Payment (NPQP).



**5.28.3.b SLA 004 – Recommendation provided to UIDAI on acceptance of any deliverables of MSP(s):**

SLA number	Target	Severity Level
<b>SLA 004</b>	No of occurrence = 1	2
Incorrect recommendation provided to UIDAI on acceptance of any deliverables of MSP(s)	No of occurrence >1 and <=2	3
	No of occurrence >2	4
<b>Scope of SLA</b>	In the event where it is identified that incorrect recommendation is provided to UIDAI on acceptance of any deliverables of MSP(s).	
<b>Process to capture raw data for SLA calculations</b>	Manual	
<b>SLA calculation</b>	Basis on number of occurrences	
<b>Measurement Interval</b>	Quarterly	
<b>Reporting Interval</b>	Quarterly	
<b>Reports and Data submitted to</b>	Technology Management Division, UIDAI HO	



### 5.28.3.c SLA 005 - Number of Resource replacements in a Quarter

SLA number	Target	Applied Severity level
SLA 005	Up to '1' replacement	0
	Every increase of '1' replacement	4
<b>Definition of SLA</b>	Number of resource replacements for “Resources” as committed for Deliverable D12 and D13	
<b>Scope of SLA</b>	This SLA will be applicable to all the “Resources”, for whom replacement is initiated by the Consultant	
<b>Process to capture raw data for SLA calculations</b>	Manual [by using attendance data from the UIDAI biometric attendance system]	
<b>SLA calculation</b>	Total number of “Resource” replacements, which were initiated by the Consultant, in a Quarter	
<b>Measurement Interval</b>	Quarterly (quarter in which the resource replacement is initiated)	
<b>Reporting Interval</b>	Quarterly	
<b>Reports and Data submitted to</b>	Technology Management Division, UIDAI HOs	



### 5.28.3.d SLA 006 – Minimum overlap period during resource replacement

SLA number	Target	Applied Severity level
SLA 006	Overlap KT period $\geq$ 20 working days	0
	Overlap KT period $<$ 20 working days	4
<b>Definition of SLA</b>	This SLA is to measure the “overlap period” between an outgoing Consultant resource and the incoming Consultant resource. A minimum of 20 working days is necessary to ensure adequate knowledge transition and handover of project tasks from the outgoing resource to the incoming resource without any additional cost to UIDAI.	
<b>Scope of SLA</b>	This SLA will be applicable for all resources, for whom replacement is initiated by the Consultant or by UIDAI.	
<b>SLA calculation</b>	Overlap Period = Number of working days where the outgoing and incoming resource(s) are present in UIDAI premises, as per the UIDAI biometric attendance system.	
<b>Remarks</b>	Working Days = To be counted as per the UIDAI office/ premises where the existing resource is attached.	
<b>Measurement Interval</b>	Quarterly (quarter in which the KT is completed)	
<b>Reporting Interval</b>	Quarterly	
<b>Reports and Data submitted to</b>	Technology Management Division, UIDAI HO	



### 5.28.3.e SLA 007 – Minimum Resource Availability

SLA number	Target	Applied Severity level
SLA 007	Monthly availability for each of the project management resource, including applicable leaves and UIDAI holidays, is defined below;	
	i. $\geq 16$ business days and $\geq 144$ hours per month	0
	ii. Between 12 to 15 business days and 108 to 135 hours per month	2
	iii. $< 12$ business days and $< 108$ hours	4
<b>Definition of SLA</b>	This SLA applies to the availability of all resources in a month. The attendance logged by each of these resources will be used to compute the monthly availability.	
<b>Scope of SLA</b>	This SLA will be applicable to all resources which are to be deployed by the Consultant as per contract	
<b>Process to capture raw data for SLA calculations</b>	Manual [by using attendance data from the UIDAI biometric attendance system]	
<b>SLA calculation</b>	Calculation of actual business days and total number of hours logged per month for all resources.	
<b>Measurement Interval</b>	Monthly	
<b>Reporting Interval</b>	Quarterly (based on average monthly availability of resource in a quarter)	
<b>Reports and Data submitted to</b>	Technology Management Division, UIDAI HO	



UIDAI: RFP for selection of consultants

SLA number	Target	Applied Severity level
<b>Note</b>	Any of the above-mentioned resources for whom replacement is initiated by UIDAI will be excluded from this calculation.	

**5.28.3.f SLA 008 – On-boarding of all required additional resources.**

SLA number	Target	Applied level	Severity
SLA008 On-boarding of all required additional resources	L ≤ K+21 days Where, K = Date of Approval received from UIDAI & L = Actual date of resource onboarding	0	
	L > K+21 days & ≤ K+ 28 days	2	
	L > 28	4	
<b>Definition of SLA</b>	This SLA applies to the on-boarding of additional resources as mutually agreed between the parties		
<b>Scope of SLA</b>	Ensure all required additional resources are on boarded within the agreed timelines.		
<b>Process to capture raw data for SLA calculations</b>	Manual [by using attendance data from the UIDAI biometric attendance system]		
<b>SLA calculation</b>	Daily variance = L (Actual Date of resource onboarding) – K ( Date of approval received from UIDAI )		
<b>Measurement Interval</b>	<ol style="list-style-type: none"> <li>1) If on-boarded in planned quarter, onetime at K+21 or Actual Date of Resource Onboarding (L), whichever is later</li> <li>2) If Not On-boarded in planned quarter, severity level 4 applicable for every quarter thereafter till the actual date of onboarding.</li> </ol>		
<b>Reporting Interval</b>	<ol style="list-style-type: none"> <li>1) If on-boarded in planned quarter, onetime at K+21 or Actual Date of Resource Onboarding (L), whichever is later</li> <li>2) If Not On-boarded in planned quarter, severity level 4 applicable for every quarter thereafter till the actual date of onboarding.</li> </ol>		



### 5.28.3.g SLA 009 – Delay in onboarding replacement resource(s)

SLA number	Target	Applied Severity level
SLA009 Delay in On-boarding of replacement resource(s) <b>Definition of SLA</b>	Within 21 Days from date of notification	0
	> 21 days from date of notification	2
	This SLA applies to the on-boarding replacement resource within 21 days from date of notification	
<b>Scope of SLA</b>	Ensure all replacement resource(s) are on boarded within 21 days from date of notification	
<b>Process to capture raw data for SLA calculations</b>	Manual [by using attendance data from the UIDAI biometric attendance system]	
<b>SLA calculation</b>	Daily variance = [(Actual date of resource mobilization) – (Date of notification)];	
	Severity Level 2 applicable for every quarter till replacement(s) is / are on-boarded.	

### 5.28.4 SLA for deliverable – D11 – Governance Tool

#### 5.28.4.a SLA 010 – Deployment and Configuration of Governance tools.

SLA number	Target	Applied Severity level
SLA 010 Deployment and Configuration of Governance tools	$\leq T0 + 6$ Months (from here on $P = T0 + 6$ months)	0
	$>P$ and $\leq P + 7$ days	1
	$>P + 7$ days and $\leq P + 14$ days	2
	$>P + 14$ days $\leq P + 21$ days	3
	$>P + 21$ days	4
<b>Definition of SLA</b>	Complete the deployment and configuration of Governance tool (Deliverable – D4)	
<b>Scope of SLA</b>	Governance tool must be successfully deployed and configured within "T0+ 6" months.	
<b>Process to capture raw data for SLA calculations</b>	Manual [to be verified by UIDAI]	
<b>SLA calculation</b>	Days variance = [(Actual date of completion of deployment and configuration of Governance tools) – (Planned Date of completion of deployment and configuration of Governance tools)];	
<b>Measurement Interval</b>	One time, at T0 + 6 months, or upon completion whichever is later	
<b>Reporting Interval</b>	One time, at T0 + 6 months, or upon completion whichever is later	
<b>Reports and Data submitted to</b>	Concerned UIDAI Stakeholders	



**Illustration:**

Consider the date for the “T0 + 6 months” milestone = 1st Jan 2024:

Scenario	Completion date	Delay in days	Applied Severity Level
1	1st Jan 24	0-0=0	0
2	8th Jan 24	8-1=7	1
3	14th Jan 24	14-1=13	2
4	21st Jan 24	21-1=20	3
5	2nd Feb 24	33-1=32	4

**5.28.4.b SLA 011 – Uptime of Governance tools.**

SLA number	Target	Applied Severity level
<b>SLA011</b> <b>Uptime of Governance tools</b>	No of occurrence >0 and <=2	2
	No of occurrence >2 and <=4	3
	No of occurrence >4	4
<b>Definition of SLA</b>	<p>In the event where the failure is identified by UIDAI in terms of performance / deliverable of Governance tool. Few of the examples of event of failure are mentioned as below.</p> <ol style="list-style-type: none"> <li>1) Up to date Minutes of Meetings not reflecting on the application.</li> <li>2) Dashboard showing incorrect data.</li> <li>3) Obligation not triggered in timely manner.</li> <li>4) Notification regarding milestones not triggered in timely manner.</li> <li>5) Not projecting the correct project spent.</li> <li>6) Missing alerts on SLAs, event of default, upcoming activities, delayed activities, pending activities etc.;</li> <li>7) Activities not assigned to the respective stakeholder in timely manner.</li> <li>8) Unable to extract reports from the application.</li> </ol>	
<b>Process to capture raw data for SLA calculations</b>	Manual [to be verified by UIDAI]	
<b>Measurement Interval</b>	Quarterly	
<b>Reporting Interval</b>	Quarterly	
<b>Reports and Data submitted to</b>	Technology Management Division, UIDAI HO	

## 5.29 Dispute Resolution

- 5.29.1 If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably through mediation and/or by conciliation. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts (which attempt shall continue for not less than thirty (30) days), gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.
- 5.29.2 The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
- 5.29.3 The Arbitration proceedings shall be held in New Delhi, India.
- 5.29.4 The mediation or conciliation or Arbitration proceeding shall be governed by the substantive laws of India.
- 5.29.5 The proceedings of Arbitration shall be in English language.
- 5.29.6 Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided shall be referred to the sole Arbitrator to be appointed / decided by both the Parties to adjudicate upon the matter.
- 5.29.7 The Parties agree to have their dispute(s) or difference(s) resolved in terms of section 29B – Fastrack procedure, of the Arbitration and Conciliation Act 1996.
- 5.29.8 It is a scope of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- 5.29.9 It is also a scope of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
- 5.29.10 The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- 5.29.11 All fees, costs, or expenses pertaining to arbitration proceedings shall initially be borne equally by the Parties, and will be reimbursed, within a period of 30 days, to the other Party in whose favor the award is passed. Any other fees and costs incurred by the Parties, other than in respect of arbitration proceedings, shall be borne by the respective Parties.



5.29.12 Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

5.29.13 Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

### 5.30 Notices

5.30.1 Any notice by one party to the other pursuant to the Contract shall be sent in writing or by email and confirmed in writing to the address specified for that purpose in the contract.

5.30.2 A notice shall be effective when delivered or on the notice's effective date and time, whichever is later.

### 5.31 Deductions

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

5.31.2 The purchaser shall be entitled to delay or withhold payment of any invoice or part of it delivered by the consultant where the purchaser disputes such an invoice or part of it provided that such dispute is bona fide.

5.31.3 The withheld amount shall be limited to that which is in dispute.

### 5.32 Taxes and Duties

5.32.1 The consultant shall be entirely responsible for all taxes, license fees etc., incurred until delivery of the contracted Services to the Purchaser.

5.32.2 Prices quoted by consultant shall be on all-inclusive basis i.e., including all taxes, duties, local levies etc. Complete break-up of the quoted price in the required price bid format (section 1.1.1) shall be furnished by the consultant.

5.32.3 If, after the Notification of Award, Applicable Laws of India with respect to taxes and duties, which are directly payable by the consultant for providing the services i.e. GST or any such applicable tax from time to time, increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties corresponding adjustments shall be made to the ceiling amounts specified in 1.1.1.

### 5.33 Delivery and Risk Purchase

- 5.33.1 The time and the date of delivery of the services as specified in Section 4 of this RFP shall be deemed to be the essence of the contract and delivery must be completed as per delivery schedule as per schedule specified at clause 4.3.
- 5.33.2 The Purchaser reserves the right to cancel the contract or a portion thereof and purchase the services as specified in **Section 4** of this RFP at the risk and cost of consultant after giving due notice to the consultant even before completion of the contractual delivery schedule if it becomes apparent that consultant will not be able to fulfill the contractual obligations. In case the consultant fails to complete the supply of services or a portion thereof within the contractual delivery schedule, the purchaser has the right to purchase the services or a portion thereof at the risk and cost of consultant.
- 5.33.3 In the event of such purchase by purchaser at the risk and cost of consultant, the consultant shall be liable for any loss which the purchaser may sustain on account of risk purchase, but the consultant shall not be entitled to any gain on such purchase made against such default. The manner and method of such purchase shall be at the entire discretion of the purchaser, whose decision will be final.
- 5.33.4 The Consultant will make such payments as may be incurred and losses borne by the Purchaser in getting such work done through any third party as a result of any default on the part of the Consultant. The Consultant agrees to compensate the Purchaser for all such costs incurred by the Purchaser in this regard. The liability under this clause is limited up to 10% (ten percent) of the total contract value. The cost / losses on account of such default may be recovered from the consultant's Actual Quarterly Payments, and the same shall be accounted for separately from any other liquidated damages or SLAs.



### 5.34 Digital Personal Data Protection (DPDP)

- 5.34.1 The Consultant, while proposing a new strategy, roadmap, transition plan and maintenance plan for CIDR will ensure that these are aligned with the provisions of Digital Personal Data Protection (DPDP) Act of 2023 and any other applicable laws and regulations.
- 5.34.2 The consultant shall process personal data in accordance with the provisions of the Digital Personal Data Protection (DPDP) Act of 2023 and any other applicable laws and regulations. The consultant shall ensure that the processing of personal data is conducted in a lawful, fair, and transparent manner.
- 5.34.3 The consultant shall only process personal data for the specific purposes as instructed by the purchaser and shall not use the personal data for any other purpose without prior consent from the purchaser or as required by law.
- 5.34.4 The consultant shall take appropriate technical and organizational measures to ensure the security and confidentiality of personal data, including measures to prevent unauthorized access, disclosure, alteration, or destruction of personal data.
- 5.34.5 The consultant shall promptly notify the purchaser of any breaches of security leading to accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data, in accordance with the provisions of the DPDP Act.



## 6 Annexure – A: Forms and Templates for Bid Response

### 6.1 Pre-bid query form

#### 6.1.1 . Pre-bid query form for comments and suggestions (optional/if required)

##### 6.1.1.a Table 1 – Comments and suggestions related to RFP

*[Suggest and justify here any modifications or improvement you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point.]*

Sl. No.	Page No. & Section, Clause, Sub-Clause	Existing text in RFP	Request/Suggested text/Query	Reason for suggested change/ query
1.				

##### 6.1.1.b Table 2 – Comments on inputs and facilities to be provided by the purchaser.

*[Comment here on inputs and facilities to be provided by the purchaser administrative support, office space, equipment, data, etc.]*

Sl. No.	Item Description	Quantity/Type	Details/Specifications	Comments
1.				



## 6.2 Pre-Qualification forms

Refer to Pre-Qualification criteria detailed in SECTION 3: Bidding Process clause 3.11 for Pre-Qualification proposal to be submitted as per the standard forms in this section. Below mentioned Pre-qualification forms are to be submitted by the bidders:

**PQ FORM 1** – Pre-Qualification Proposal Submission Form

**PQ FORM 2** – Consultant's Organization and Requisite Experience

**PQ FORM 3** – Financial Information (*Average Annual Turnover of company and Average Annual Turnover from IT Consultancy/ IT Advisory Services*)

**PQ FORM 4** - Bidder Company's Experience (*in Design of IT systems and selection of System Integrator (SI) / Managed Service Provider(s) (MSP(s))*)

**PQ FORM 5** - Bidder Company's Experience (*in in project management of IT Implementation*).

**PQ FORM 6** - Information on Bidders IT Consulting Manpower.



## 6.2.1 PQ FORM 1: Pre-Qualification Proposal Submission Form

To:

Unique Identification Authority of India (UIDAI),  
8th Floor, Bangla Sahib Road,  
Behind Kali Mandir, Gole Market,  
New Delhi – 110001.

Ref: Request for Proposal #.....for “Hiring of Project Management Consultancy for selection and on-boarding of MSP(s) (Managed Service Providers)”

Dear Sir/ Madam,

We, the undersigned, offer to provide **Consultancy Services** in accordance with your above-referenced Request for Proposal (RFP) and our Proposal for “Hiring of Project Management Consultancy for selection and on-boarding of MSP(s) (Managed Service Providers)” dated \_\_\_\_\_. We are hereby submitting our proposal, which includes this Pre-Qualification proposal, and a technical proposal and separately uploaded financial proposal as per GeM portal.

1) We hereby declare that:

- a) We are submitting our proposal as a single bidder/ company, without any consortiums or JV.
- b) We are submitting our proposal with the following firms as Sub-consultants:  
{Insert a list with each Sub-consultant's full name and address.}

2) We hereby declare that all information and statements made in this Pre-Qualification Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to provide consultancy services related to the assignment as per the conditions of the RFP.

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Company:

Address:

Location: \_\_\_\_\_

Date: \_\_\_\_\_



### 6.2.2 PQ FORM 2: Consultant's Organization and Requisite Experience

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

PQ Form 2: Details of the Organization – Bidder	
Name	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Area of expertise with respect to this project	
Contact details (name, address, phone no. and email address)	

### 6.2.3 PQ FORM 3: Bidder's Financial Information

[Provide information on the Average Annual Turnover of the company for the last 3 financial years as required in the form below]

Financial Information – Bidder				
S. No.	Particulars	FY 2021-22	FY 2022-23	FY 2023-24
1	Average Annual Turnover (in INR Crs)			
2	Turnover from IT Consultancy/ IT Advisory Services (in INR Crs)			
3	Other relevant Information, if any			

6.2.3.a In case revenues from IT consulting/advisory services are not separately mentioned in the audit reports, a certificate from the bidder's statutory auditor/Company Secretary shall be provided, specifying the relevant turnover for respective years.

6.2.3.b If annual turnover of 2023-24 is not available then average turnover for the years 2020-21, 2021-22, and 2022- 23 shall be provided.



#### 6.2.4 PQ FORM 4: Bidder Company's Experience (in Design of IT systems and selection of System Integrator (SI) / Managed Service Provider(s) (MSP(s))

*[Using the format below, provide information on each assignment for which your company was legally contracted, for carrying out services as requested under this assignment. Bidders should provide all the details as required in the clause 3.11. In case, information required by UIDAI is not provided by Bidder, UIDAI shall proceed with evaluation based on information provided and shall not request the Bidder for further information. Hence, responsibility for providing information as required in this form lies solely with Bidder.]*

Particulars	Project-1	Project-2	Project-3
<b>Assignment name:</b>			
<b>Location within country:</b>			
<b>Name of Purchaser:</b>			
<b>Address:</b>			
<b>Start date (month/year):</b>			
<b>Completion date (month/year):</b> <i>&lt;completion should be in last three years from the date of bid submission&gt;</i>			
<b>Description of the project</b>			
<b>Description of actual services provided by the staff within the assignment;</b>			
<b>*Overall value of Contract:</b> <i>(mention contract value in INR)</i>			
<b>Total No. of staff months of the assignment:</b>			
<b>Name of senior professional staff of your company involved &amp; functions performed (indicate most significant profiles such as Project/Program Director/Coordinator):</b>			

**Note:** *If space provided is insufficient for details required, additional sheet can be attached.*



**6.2.5 PQ FORM-5: Bidder Company's Experience (*in project management of IT Implementation*)**

Particulars	Project-1	Project-2	Project-3
Assignment name:			
Location within country:			
Name of Purchaser:			
Address:			
Start date (month/year):			
Completion date (month/year): <i>&lt;completion should be in last three years from the date of bid submission&gt;</i>			
Description of the project			
Description of actual services provided by the staff within the assignment;			
*Overall value of Contract:( <i>mention contract value in INR</i> )			
Total No. of staff months of the assignment:			
Name of senior professional staff of your company involved & functions performed (indicate most significant profiles such as Project/Program Director/Coordinator):			



## 6.2.6 PQ FORM 6: Information on Bidder's IT Consulting Manpower

*<On letter head of the Company>*

To:

Unique Identification Authority of India (UIDAI),  
8th Floor, Bangla Sahib Road,  
Behind Kali Mandir, Gole Market,  
New Delhi – 110001.

Ref: Request for Proposal #.....for "Hiring of Project Management Consultancy for selection and on-boarding of MSP(s) (Managed Service Providers)"

Dear Sir/Ma'am,

We, the undersigned, certify that ..... <name of the bidder> has more than 300 IT consultants on its payroll for last one year from the date of bid submission.

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]:*

(HR Head certifying the fact and duly signed by company's authorized signatory)

Name and Title of Signatory:

Name of Company:

Address:

Location: \_\_\_\_\_

Date: \_\_\_\_\_



### 6.3 Technical Bid forms

Refer to Reference Criteria for Evaluation of Bids detailed in clause 0 for technical evaluation of the proposal to be submitted as per the Standard Forms in this section and number of pages recommended



### 6.3.1 FORM TECH 1 TECHNICAL PROPOSAL SUBMISSION FORM

To:

Unique Identification Authority of India (UIDAI),  
8th Floor, Bangla Sahib Road,  
Behind Kali Mandir, Gole Market,  
New Delhi – 110001.

Ref: Request for Proposal #.....for “Project Management Consultancy for selection and on-boarding of MSPs (Managed Service Providers)”

Dear Sir:

We, the undersigned, offer to provide Consultancy Services to UIDAI in accordance with your Request for Proposal for “***Project Management Consultancy for selection and on-boarding of MSP(s) (Managed Service Providers)***” dated \_\_\_\_\_ and our proposal. We are hereby submitting our proposal, which includes this Technical Proposal as per stages mentioned through GeM Portal.

We hereby declare that:

- 1) All the information and statements made in this Technical Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- 2) Our proposal covers the entire scope of work as outlined in the RFP, including all specifications, deliverables and requirements detail therein.

We undertake, if our Proposal is accepted, to provide consultancy services related to the assignment as per the conditions of the RFP.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <> days as stipulated in the RFP document.

If negotiations are held during the period of validity of the proposal, as per 3.1, regarding bid validity, we undertake to negotiate based on the proposed staff. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:



### 6.3.2 FORM TECH 2 Bidder's Average Annual Turnover

*[PQ FORM 3at clause 6.2.3 submitted by the bidders shall be considered for FROM TECH-2 as well]*

### 6.3.3 FORM TECH-3

6.3.3.a Bidder's company experience of consultancy in design of IT systems.

*[Bidders should provide all the details as required in the clause 3.12.11].*

*[PQ FORM 3at clause 6.2.4 submitted by the bidders shall be considered for FROM TECH-3 as well]*

6.3.3.b Bidder's experience in implementing large-scale Digital Public Infrastructure (DPI) projects. (e.g., National ID Systems, payment platforms, e-governance etc.).

Particulars	Project-1	Project-2	Project-3
Assignment name:			
Location within country:			
Name of Purchaser:			
Address:			
Start date (month/year):			
Completion date (month/year):			
Number of active users.			
Description of the project			
Description of actual services provided by the staff within the assignment;			



### 6.3.4 FORM TECH-4 Bidder's Experience of assisting as PMC in selection of System Integrator / Managed service provider(s):

Particulars	Project 1	Project 2	Project 3
Assignment name:			
Location within country:			
Name of the Purchaser:			
Address of the Purchaser:			
Start date (MM/YYYY):			
Completion date (MM/YYYY): <i>&lt;completion should be in last five years from the date of bid submission&gt;</i>			
Overall value of the project handled: <i>(Mention contract value in INR)</i>			
Total No. of staff-months of the assignment:			
Value of the services provided by your company under the contract (in INR):			
No. of professional staff-months provided by associated Bidders:			
Name of senior professional staff of your company involved & functions performed (indicate			
Most significant profiles such as Project Director/ Coordinator):			
Narrative description of Project:			
Description of actual services provided by your staff within the assignment:			



**6.3.5 FORM TECH-5 Bidder's Experience in providing consultancy services involving transition of IT systems**

Particulars	Project 1	Project 2	Project 3
Assignment name:			
Location within country:			
Name of the Purchaser:			
Address of the Purchaser:			
Start date (MM/YYYY):			
Completion date (MM/YYYY): <i>&lt;completion should be in last five years from the date of bid submission&gt;</i>			
Approx. Value of Contract: <i>(mention contract value in INR)</i>			
Total No. of staff-months of the assignment:			
No. of professional staff-months provided by associated Bidders:			
Name of senior professional staff of your company involved & functions performed (indicate most significant profiles such as Project Director/ Coordinator):			
Narrative description of Project:			
Description of actual services provided by your staff within the assignment:			



### 6.3.6 FORM TECH-6 Description of Approach, Methodology and Work Plan for Performing the Consultancy Assignment.

#### As required in the 0

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

1. Technical Approach and Methodology,
2. Work Plan, and
3. Organization and Staffing,]

#### Executive Summary

*[This section should be a succinct statement and executive summary by the Bidder highlighting the key aspects of technical proposal.]*

1. **Technical Approach and Methodology:** *In this chapter Bidder should explain his understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Consultant should highlight the problems and challenges being addressed and their importance, and explain the technical approach proposed to address them. Consultant should also explain the methodologies proposed to be adopted and highlight the compatibility of those methodologies with the proposed approach.*
2. **Work Plan.** *In this chapter Consultant should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Consultant), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Terms of Reference 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.*
3. **Organization and Staffing:** *In this chapter Consultant should propose the structure and composition of the team. Consultant should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff. The details of these resources shall be given in Form TECH -9*

Yours sincerely,

Authorized Signature *[In full and initials]:*  
Name and Title of Signatory



**FORM TECH-6A Staffing Schedule till Transition of new MSP(s) (form D1 till D9)**

S. No.	Name	Role/Position of Staff	Availability (Full time/Part time)	Man-months proposed		Total man-month proposed
Resources				Phase -1 (till deliverable D8) (A)	Phase -2 (deliverable D9) (B)	A + B
1						
2						
3						
4						
5						
6						
7						
8						
n						
<b>Sub-total I</b>						
<b>Additional Resources and support staff (if any)</b>						
1						
2						
n						
<b>Sub-total II</b>						
<b>Grand Total (I+II)</b>						

6.3.7.a.i For all the resources inputs should be indicated individually.

6.3.7.a.ii If the bidder proposes more than one resource for the same role/position, the bidder must provide details for each resource in a separate line item.

6.3.7.a.iii Months are counted from the start of the deployment.



### 6.3.8 FORM TECH -6B STAFFING PLAN FOR PROJECT MANAGEMENT SERVICES (D-10)

S. No.	Name	Role/Position of Staff	Availability (Full time/Part time)	Man-months proposed Phase 3 (PH3)				Total Man-Months proposed
				PH3 Y1	PH3 Y2	PH3 Y3	PH3 Y4	Phase -3
A. Resources								
1								
2								
3								
4								
5								
6								
7								
8								
n								
Total (A)								
B. Additional Resources and support staff								
1								
2								
n								
Total (B)								
Grand Total (A+B)								



- 6.3.8.a For all the resources inputs should be indicated individually.
- 6.3.8.b If the bidder proposes more than one resource for the same role/position, the bidder must provide details for each resource in a separate line item.
- 6.3.8.c Months are counted from the start of Phase-3 i.e., deliverable D10.
- 6.3.8.d Bidders to separately indicate plan to ensure availability of critical resources from Phase-1 and Phase-2 for Phase-3 on “as on required” basis.



### 6.3.9 FORM TECH -7 Work Schedule

N°	*Activity	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1	{e.g., Deliverable 1}													
2														
3														
4														
n														

6.3.9.a \*Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as UIDAI approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase. Bidder shall ensure all the activities to be linked with deliverables

6.3.9.b Duration of activities shall be indicated in the form of a bar chart.



### 6.3.10 FORM TECH -8 Team composition for consultancy assignment

1. Profile of Key Resources (as per RFP section4.4)							
Name of Staff	Position Assigned	Educational Qualification	Certification details (if any)	Total Years of Experience	Years of Consulting Experience in IT projects (if any)	No. of Consulting Assignments with value (if any)	Experience of Govt. Assignment (no. of Projects)

2. Additional Committed Resource profiles and Support staff (if any)							
Name of Staff	Position Assigned	Educational Qualification	Certification details (if any)	Total Years of Experience	Years of Consulting Experience in IT projects (if any)	No. of Consulting Assignments with value (if any)	Experience of Govt. Assignment (no. of Projects)

6.3.10.a

Provide detailed CV of each profile in the proposal.



### 6.3.11 FORM TECH -9 Curriculum Vitae (CV) for proposed professional Staff

1. **Proposed Position** *[only one candidate shall be nominated for each position Expert]:* --  
\_\_\_\_\_
2. **Name of Company** *[Insert name of Company proposing the staff]* : \_\_\_\_\_
3. **Name of Staff** *[Insert full name]*: \_\_\_\_\_
4. **Date of Birth**: \_\_\_\_\_ **Nationality**: \_\_\_\_\_
5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]*:  
\_\_\_\_\_
6. **Total No. of years of experience**: \_\_\_\_\_
7. **Total No. of years of consulting experience with IT projects (if any)**:  
\_\_\_\_\_
8. **Certifications and Trainings (if any)**: \_\_\_\_\_
9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*: \_\_\_\_\_
10. **Membership of Professional Associations**: \_\_\_\_\_
11. **Employment Record** *[Starting with present position and last 2 Companies, 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: \_\_\_\_\_

### 12. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

**Relevant Work Undertaken that Best Illustrates the experience as required for the Role  
(provide maximum of 6 citations of 10 lines each)**



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*[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in 'List of the key professional positions whose CV and experience would be evaluated'.]*

- Name of assignment or project: \_\_\_\_\_
- Year: \_\_\_\_\_
- Location: \_\_\_\_\_
- Employer: \_\_\_\_\_
- Main project features: \_\_\_\_\_
- Positions held: \_\_\_\_\_
- Value of Project (approximate value or range value): \_\_\_\_\_
- Activities performed: \_\_\_\_\_

**13.Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any 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:



**6.3.12 FORM TECH -10 INFORMATION REGARDING ANY  
CONFLICTING ACTIVITIES & DECLARATIONS THERE OF**

*[Are there any activities carried out by your Company or Group Company which are of conflicting nature as mentioned in section 5.9.2? If yes, please furnish details of any such activities.]*

*If no, please certify,*

*We hereby declare that our Company has not indulged in any such activities which can be termed as the conflicting activities under section 5.9.2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.*

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Address:



## 6.4 Financial Bid forms

*[Comments in brackets [] provide guidance to the bidders for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Section 3.

<b>FIN 1</b>	Financial Proposal Submission Form
<b>FIN-2</b>	Summary of Costs
<b>FIN-3</b>	Breakdown of cost and resource Remuneration



6.4.1 FORM FIN 1: Financial proposal submission form  
[Location, Date]

To:

Unique Identification Authority of India (UIDAI),  
8th Floor, Bangla Sahib Road,  
Behind Kali Mandir, Gole Market,  
New Delhi – 110001.

Ref: Request for Proposal #.....for “Project Management Consultancy for selection and on-boarding of MSP(s) (Managed Service Provider(s))”

Dear Sirs:

We, the undersigned, offer to provide Consultancy Services to UIDAI in accordance with your Request for Proposal for “**Project Management Consultancy for selection and on-boarding of MSP(s) (Managed Service Providers)**” dated \_\_\_\_\_ and our Proposal. Our attached Financial Proposal is for the sum of \_\_\_\_\_ [Insert amount(s) excluding taxes in words and figures<sup>1</sup>]. The amount of the local taxes, as identified / estimated is shown in the summary separately.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal i.e., as per clause 3.1, SECTION 3 regarding bid validity.

We hereby certify that:

- 1) Our financial proposal is based on the entire scope of work as outlined in the RFP (*with all additional costs*).
- 2) We have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

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

\*Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>:



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Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity

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

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Address:

\_\_\_\_\_

Location:

\_\_\_\_\_ Date:

- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN 2.
- 2 \*If applicable, replace this paragraph with: “No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.”



6.4.2 FIN-2: Summary of costs:

6.4.2.a Summary of Financial Proposal for providing Consultancy services

S.No.	Item	Cost (excluding taxes) In INR	Taxes and other duties in INR	Total Cost (including taxes) in INR
1	Fixed cost for Phase-1 i.e., cost for providing consultancy services till completion of deliverable D8 (A)			
2	Cost for providing consultancy services after Phase-1 till expiry of the contract term i.e., for Phase 2 (D9) + Phase 3(D10) (B)			
3	One time cost for travelling, boarding, lodging and all other related expenses for entire duration of the contract. (C)			
4	<b>Cost of Governance Tool (D11) (D)</b> <i>(till expiry of initial contract period)</i>			
5	<b>Total contract cost (A+B+C+D)</b>			
6	<b>Total contract cost (A+B+C+D) (in words)</b>			

6.4.2.b This total contract cost quoted above by the bidders will be used for financial evaluation for arriving at the lowest bidder (L1).



6.4.3 FORM FIN-3: Breakdown of cost (unit cost) and Resource Remuneration

S. No.	Name	Role/Position of Staff	Rate per-month starting Phase 2 of the contract (in INR)	<sup>3</sup> Yearly Increment, (as %)	Total man-month proposed	Total Amount (Phase 2 + Phase 3)		
					FORM 6A (B) + FORM 6B	Excluding taxes (in INR)	Taxes and other duties (in INR)	Total Amount (including taxes) in INR
Key Resources								
1				5%				
2								
3								
4								
5								
n								
Sub-Total (A)								
Additional Resources and support staff, if any								
1								
Sub-Total (B)								
Grand Total (A+B)								

S.No.	Role/Position of Staff	Qualification	Rate per-month Effective – Phase 2 onwards	Yearly Increment
1	Subject Matter Expert	B.TEC / BE, with 10+ years of Experience		5%



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- 6.4.3.a The monthly rates outlined in Form FIN-3 are applicable effective from Phase-2 of the contract.
- 6.4.3.b <sup>3</sup>Yearly increment mentioned in the above table i.e., 5% fixed shall be uniformly applicable for all the years starting from year 2.5 of the contract and subsequent contract years thereafter and shall be the same for all the resources.
- 6.4.3.c Same 'Yearly Increment' mentioned in the table above will be applicable in case the project management period is extended by two years or part thereof, i.e., the monthly rates will be established by applying the yearly increment percentage mentioned above to the 7<sup>th</sup> year monthly rates for the subsequent years.
- 6.4.3.d The information to be provided in this form shall be used to calculate payments to the consultant for Phase 2 and Phase 3.
- 6.4.3.e Form FIN-3 shall be filled in for all Professionals/ resources and Support Staff listed in Forms in TECH-6A & 6B.
- 6.4.3.f Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-8.
- 6.4.3.g The calculation based on annual percentage increment in staff man-month rates and the respective man months proposed for Phase 2 & Phase3 by the bidders shall be equal to the amount mentioned in Form FIN-2 serial #2.
- 6.4.3.h The Consultant will provide UIDAI with a written notification of the increased amount at least 30 days prior to the anniversary date.
- 6.4.3.i Standard cost for SME mentioned above shall not be considered during commercial evaluation. This rate shall be used for additional resources required on "as need" basis.



## 6.5 INTEGRITY PACT

### INTEGRITY PACT

Between

President of India through CEO, Unique Identification Authority of India, Bangla Sahib Road, Gole Market, New Delhi-110001, on the one hand, (hereinafter called the "**Purchaser**")

And

<<**Name of Bidder**>> (hereinafter called the "**Bidder/Consultant**")

#### Preamble

The Purchaser intends to award, under laid down organizational procedures, contract/s for "<<**Mention the name of the assignment**>>". The Purchaser values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Consultant(s).

In order to achieve these goals, the Purchaser will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### Section 1 — Commitments of the Purchaser

- (1) The Purchaser commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
  - a. No employee of the Purchaser, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Purchaser will, during the tender process treat all Bidder(s) with equity and reason. The Purchaser will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - c. The Purchaser will exclude from the process all known prejudiced persons.
- (2) If the Purchaser obtains information or the conduct of any of its employees which is a criminal offence under the BNS, or if there be a substantive suspicion in this regard, the Purchaser will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



## Section 2 - Commitments of the Bidder(S)/ Consultant(s)

- (1) The Bidder(s) / Consultant(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) / Consultant(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Consultant(s) will not, directly or through any other person or firm, offer, promise or give to any of the Purchaser's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender Process or during the execution of the contract.
  - b. The Bidder(s) / Consultant(s) will not enter with other bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) / Consultant(s) will not commit any offence under the relevant BNS; further the Bidder(s) / Consultant(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s)/ Consultants(s) of foreign origin shall disclose the name and address of the Agents / representatives in India, if any, similarly, the Bidder(s) / Consultants(s) of Indian Nationality shall furnish the name and address of the foreign Purchasers, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Consultant(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed under clause 7.1 Guidelines for Indian Agents of Foreign Suppliers.
  - e. The Bidder(s) / Consultant(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.



- f. Bidder(s) / Consultant (s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Consultant(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualification from tender process and exclusion from future Contracts**

If the Bidder(s) / Consultant(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Purchaser is entitled to disqualify the Bidder(s) / Consultant(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”. Copy of the “Guidelines on Banning of business dealings” is placed under section 7.2.

### **Section 4 - Compensation for Damages**

- (1) If the Purchaser has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Purchaser is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Purchaser has terminated the contract according to Section 3, or if the Purchaser is entitled to terminate the contract according to Section 3, the Purchaser shall be entitled to demand and recover from the Consultant liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5 - Previous transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in ‘Guidelines on Banning of business dealings’.



## Section 6 — Equal treatment of all Bidders/ Consultants / Sub Consultants

- (1) In case of Sub-contracting, the Principal Consultant shall take responsibility of the adoption of Integrity Pact by the Sub-Consultant.
- (2) The Purchaser will enter into agreements with identical conditions as this one with all Bidders and Consultants.
- (3) The Purchaser will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## Section 7 - Criminal charges against violating Bidder(s) / Consultant(s) / Sub Consultants

If the Purchaser obtains knowledge of the conduct of a Bidder, Consultant or Sub Consultant, or of an employee or a representative or an associate of a Bidder, Consultant or Sub Consultant which constitutes corruption, or if the Purchaser has substantive suspicion in this regard, the Purchaser will inform the same to the Chief Vigilance Officer.

## Section 8 - Independent External Monitor

- (1) The Purchaser has appointed the following two Independent External Monitors for this Pact after approval by Central Vigilance Commission:
  - (i) Shri Ajit Mohan Sharan, IAS (Retd.)  
House No. A1/88 (GF), Safdarjung Enclave  
New Delhi -110029.  
Mobile No.: 98 10701 876  
E-mail: [ams057@gmail.com](mailto:ams057@gmail.com)
  - (ii) Shri Ramabadran Krishnan  
A-4, Alkapuri, Bhopal-462024,  
Madhya Pradesh  
Mobile No.: 09871956222  
E-mail: [rkrishnan1955@gmail.com](mailto:rkrishnan1955@gmail.com)
- (2) The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.
- (3) The Monitor is not subject to instructions by the representatives of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him



/her to treat the information and documents of the Bidders / Consultants as confidential.

- (4) The IEMs would examine all complaints received by them and give their recommendations/views to the CEO, UIDAI, at the earliest. They may also send their reports directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/administrative action. IEMs are expected to tender their advice on the complaints within 10 days as far as possible.
- (5) The Bidder(s)/ Consultant(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Purchaser including that provided by the Consultant. The Consultant will also grant the Monitor, upon his/her request and demonstration of valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-Consultants.
- (6) The Monitor is under contractual obligation to treat the information and documents of the Bidders/ Consultant (s)/ Sub-Consultant(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, UIDAI and recuse himself / herself from that case.
- (7) The Purchaser will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Purchaser and the Consultant. The parties offer the Monitor the option to participate in such meetings.
- (8) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will inform the CEO, UIDAI and request them to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (9) The Monitor will submit a written report to the Chairman, UIDAI within 8 to 10 weeks from the date of reference or intimation to him by the Purchaser and, should the occasion arise, submit proposals for correcting problematic situations.



(10) If the Monitor has reported to the Chairman UIDAI, a substantiated suspicion of an offence under relevant BNS (Bharatiya Nyaya Sanhita) act, and the Chairman UIDAI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(11) The word ‘**Monitor**’ would include both singular and plural.

## **Section 9 — Pact Duration**

This Pact begins when both parties have legally signed it. It expires for the Consultant 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of UIDAI.

## **Section 10 - Other provisions**

- (1) This agreement is subject to Indian law. Place of performance and jurisdiction is the Registered Office of the Purchaser, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.



UIDAI: RFP for selection of consultants

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For & On behalf of the Purchaser

For & On behalf of Bidder/ Consultant

Name

Designation

Witness 1.

Witness 2.



## 6.6 Non-Disclosure Agreement

**(To be provided on non-judicial stamp paper of INR100/-)**

WHEREAS, we the undersigned Bidder, \_\_\_\_\_, having our principal place of business/ registered office at \_\_\_\_\_, are desirous of bidding for Bid No..... covering “\_\_\_\_\_” (hereinafter called the said 'RFP') to the CEO, Unique Identification Authority of India, having its office at 8th Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi –110001, hereinafter referred to as 'Purchaser' and, WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser, NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Bidder of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

(1) The confidential information to be disclosed by the Purchaser under this Declaration (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder.

(2) Confidential Information does not include information which:

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

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



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

- (a) to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- (b) to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
- (c) to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- (d) to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

(4) Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall ensure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

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

(6) Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential



Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

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

**For and on behalf of:**

(BIDDER)

Authorized Signatory Office Seal:

Name: Place: Designation:

Date:



## 6.7 Bid Securing Declaration Form

### Bid Securing Declaration Form

(On consultant's letter-head)

Date:

Bid No.:

To

Unique Identification Authority of India (UIDAI),  
8th Floor, Bangla Sahib Road,  
Behind Kali Mandir, Gole Market,  
New Delhi – 110001.

Ref: RFP Document No. RFP No./ xxxx; Tender Title: Consultancy Services

We, the undersigned, declare that:

We, M/s<<Name>> (Herein referred as Consultant) understand that, according to bid clause No.3.8.4, bids may be supported with a Bid Securing Declaration, therefore rather than submitting the Bid Security /Earnest Money Deposit Form, we render the declaration that: -

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

- a) have withdrawn or modified our Bid during the period of bid validity specified in the RFP; or
- b) having been notified of the acceptance of Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the terms of the RFP.

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

(Signature)

**Authorized Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Office Seal: \_\_\_\_\_



## UIDAI: RFP for selection of consultants

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Place:

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Date:

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## 6.8 Earnest Money Deposit

### Bank Guarantee FORM

Whereas <<**Name of the Bidder**>> (hereinafter called “the Bidder”) has submitted its bids dated <<**date**>> for <<**RFP Number**>> (hereinafter called “the Bid”) to UIDAI.

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

THE CONDITIONS of this obligation are:

1. If the Bidder, having its bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the UIDAI during the period of bid validity.
3. The EMD shall be forfeited by UIDAI under the following circumstances:
  - 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; or
  - b. If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or
  - c. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the Terms & Conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the Terms & Conditions (including timelines for furnishing Performance Bank Guarantee) of this RFP; or
  - d. During the Bid process, if a Bidder indulges in any act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
4. We undertake to pay to the UIDAI up to the above amount upon receipt of its first written demand, without UIDAI having to substantiate its demand, provided that in its demand the UIDAI will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
5. This guarantee will remain in force up to and including 45 days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Sealed with common seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 2025

\_\_\_\_\_  
(Authorized Signatory of the Bank)



## 6.9 Performa of Performance Bank Guarantee

### PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE BOND

Ref: \_\_\_\_\_ Date \_\_\_\_\_

Bank Guarantee No. \_\_\_\_\_

To

Unique Identification Authority of India (UIDAI),  
8th Floor, Bangla Sahib Road,  
Behind Kali Mandir, Gole Market,  
New Delhi – 110001.

1. Against contract vide Advance Acceptance of the Bid No. \_\_\_\_\_ dated \_\_\_\_\_ covering \_\_\_\_\_ (hereinafter called the said “Contract”) entered between the Unique Identification Authority of India (UIDAI) (hereinafter called the “Purchaser”) and \_\_\_\_\_ (hereinafter called the “Consultant”) this is to certify that at the request of the Consultant we \_\_\_\_\_ Bank Ltd., are holding in trust, in favor of the Purchaser, the amount of \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified the Purchaser against any loss or damage that may be caused to or suffered by the Purchaser by reason of any breach by the Consultant of any of the Terms and Conditions of the said contract and/or in the performance thereof. We agree that the decision of the Purchaser, whether any breach of any of the terms and conditions of the said contract and/or in the performance thereof has been committed by the Consultant and the amount of loss or damage that has been caused or suffered by the Purchaser shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to the Purchaser.
2. We \_\_\_\_\_ Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Consultant i.e. till \_\_\_\_\_ (viz. the date up to 07 years and 02 months after the date of signing of contract) hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us \_\_\_\_\_ Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date, provided that notice of any such claim has been given to us \_\_\_\_\_ Bank Ltd., by the Purchaser before the



said date. Payment under this letter of Guarantee shall be made promptly upon our receipt of notice to that effect from the Purchaser.

3. It is fully understood that this guarantee is effective from the date of the said contract and that we \_\_\_\_\_ Bank Ltd. Undertake not to revoke this guarantee during its currency without the consent in writing of the Purchaser.
4. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present bond being absolute and unequivocal.
5. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Consultant shall have no claim against us for making such payment.
6. We \_\_\_\_\_ bank Ltd., further agree that the Purchaser shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Consultant from time to time or to postpone for any time from time to time any of the powers exercisable by the Purchaser against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said contract and we, \_\_\_\_\_ Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation or extension being granted to the said Consultant or for any forbearance and or omission on the part of the Purchaser or any other matter or thing whatsoever, which under the law relating to sureties would, but for this provision have the effect of so releasing us from our liability under this guarantee.
7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant.

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature \_\_\_\_\_

Witness \_\_\_\_\_

Printed Name \_\_\_\_\_

(Bank's common seal)



## 6.10 Format for Change Control Note

Change Request Form				
Please attach any paper required to support this Change Request				
<b>RFP Reference:</b>				
<b>Subject:</b>				
Change No.	Change Requested By	Request Date	Required by Date	Proposed Implementation Date
<b>Justification</b>	<b>Type of Change:</b>			
	[mention here]			
	<b>Requested Change:</b>			
	[mention here]			
	<b>Reason for Change:</b>			
[mention here]				
<b>CR Classification</b>				
<b>Priority: (Choose P1 to P5)</b>		Severity:	Category:	
		Major:		
		Significant:	Application:	
		Minor:	Others:	
		Low:	Details (if any):	
<b>Area</b>		<b>Impact of Proposed Changes</b>		
		Note: If possible, provide details of impact in terms of days/INR		
<b>Impact</b>	<b>Impact of Finances</b>			
	<b>Impact on Business including risks &amp; issues</b>			
	<b>Impact on Schedule</b>	<b>Schedule Date</b>		<b>Proposed New Date</b>
<b>Conclusion for consideration of UIDAI:</b>				
<b>Approval</b>		<b>UIDAI</b>	<b>Consultant</b>	<b>Comments</b>



## 7 Appendix to Integrity Pact

### 7.1 Guidelines for Indian Agents of Foreign Suppliers

7.1.1 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with 'The Principal' shall apply for registration in the registration form with the appropriate unit.

7.1.1.a Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the Principal confirming the agency agreement. It should cover - the precise relationship, services to be rendered, and mutual interests in business - generally and/ or specifically for the tender. Any commission/ remuneration/ salary/ retainer ship, which the agent or associate receives in India or abroad from the Principal, whether should be brought on record in the Agreement and be made explicit.

7.1.1.b Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary, or a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalizing the order.

7.1.2 Disclosure of particulars of agents/ representatives in India, if any.

7.1.2.a Consultants of Foreign nationality shall furnish the following details in their offers:

7.1.2.a.i The 'Consultant' of foreign origin shall disclose the name and address of the agents/ representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is an existing Company and details of the same shall be furnished.

7.1.2.a.ii The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.

7.1.2.a.iii Confirmation of Consultant that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by 'The Principal' in Indian Rupees only.

7.1.2.b Consultants of Indian Nationality shall furnish the following details in their offers:



- 7.1.2.b.i The 'Consultant' of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing the agent specifically to make an offer in India in response to tender either directly or through the agents/ representatives.
- 7.1.2.b.ii The amount of commission / remuneration included in the price (s) quoted by Consultant for himself.
- 7.1.2.b.iii Confirmation of the foreign principals of Consultant that the commission/ remuneration, if any, reserved for Consultant in the quoted price(s), may be paid by 'The Principal' in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Services.
- 7.1.2.c In either case, in the event of contract materializing, the terms of payment shall provide for payment of the commission/ remuneration, if any, payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 7.1.2.d Failure to furnish correct and detailed information as called for in clauses above shall render the concerned Proposal liable to rejection or, in the event of a contract materializing, the same liable to termination by 'The Principal'. Besides this, there would be a penalty of banning business dealings with 'The Principal' or damage or payment of a named sum.



## 7.2 Guidelines on Banning of Business Dealings

### 7.2.1 Introduction

7.2.1.a UIDAI deals with Agencies viz. parties/ contractors/ suppliers/ bidder(s) / consultants, who are expected to adopt ethics of highest standards and a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of UIDAI to deal with bidders who commit deception, fraud or other misconduct in the tendering process and / or during execution of work undertaken. UIDAI is committed for timely completion of the deliverables within the awarded value without compromising on quality.

7.2.1.b Since banning of business dealings involves civil consequences for a bidder concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

### 7.2.2 Scope

7.2.2.a UIDAI reserves its rights to remove from list of approved suppliers / contractors / bidders / consultants or to ban / suspend business dealings if any bidder has been found to have committed misconduct or fraud or anything unethical or any of its action(s) which falls into any such grounds as laid down in this policy.

7.2.2.b The procedure of (i) Removal of bidder from the List of approved suppliers / contractors / bidders; (ii) Suspension and (iii) Banning of Business Dealing with bidders, has been laid down in these guidelines.

7.2.2.c These guidelines shall apply to all units of UIDAI.

7.2.2.d It is clarified that these guidelines do not deal with the poor performance of the contractors/ bidders.

7.2.2.e The suspension / banning shall be with prospective effect, i.e. future business dealings.

### 7.2.3 Definitions

In these Guidelines, unless the context otherwise requires:



7.2.3.a “Agency /Party / Contractor / Supplier / Bidders/Vendors” shall mean and include a public limited company or a private limited company, a joint Venture, Consortium, HUF, a firm whether registered or not, an individual, cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. “Party / Contractor/ Supplier / Bidder/Vendor” in the context of these guidelines is indicated as ‘Agency’

7.2.3.b “Competent Authority” and ‘Appellate Authority’ shall mean the following:

7.2.3.b.i The concerned Director shall be the ‘Competent Authority’ for the purpose of these guidelines.

7.2.3.b.ii CEO shall be the ‘Appellate Authority’ in respect of such cases.

7.2.3.c “Investigating Committee” shall mean any Officer/Committee appointed by Competent Authority to conduct investigation.

#### 7.2.4 Initiation of Banning / Suspension

7.2.4.a Action for Suspension / Banning Business Dealings with any Agency shall be initiated by the department responsible for invitation of Bids after noticing the irregularities or misconduct on the part of Agency concerned. Besides the concerned department, Vigilance Department of each Unit / Corporate Vigilance may also be competent to initiate such action.

#### 7.2.5 Suspension of Business Dealings.

7.2.5.a If the conduct of any Agency dealing with UIDAI is under investigation, the Competent Authority may consider whether the allegations (under investigation) are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to the Investigating Committee. The Investigating Committee may ensure that their investigation is completed and whole process of final order is over within such period. However if the investigations are not completed within six months ,the investigation committee shall put up the proposal to the competent authority for approval of extension of time maximum up to further three months with in which the committee shall conclude the proceedings .



7.2.5.b The order of suspension shall be effective throughout UIDAI in case of work falling in the Competency of CEO/ Board of Directors/ Directors, in case of work falling in the competency of Executive Director suspension shall be effective throughout Region/ Corporate Office (in case the works awarded/ under Tendering from Corporate Office). During the period of suspension, no business dealing shall be held with the Agency.

7.2.5.c If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation it is not necessary to enter into correspondence or argument with the Agency at this stage.

7.2.6 Ground on which Banning of Business Dealings can be initiated:

7.2.6.a If the security consideration, including questions of loyalty of the Agency to UIDAI so warrants;

7.2.6.b If the director /owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during the last five years.

7.2.6.c If the Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Integrity Pact provided in the Contract.

7.2.6.d If the Agency uses intimidation / threatening or brings undue outside pressure on UIDAI or its official for acceptance / performances of the job under the contract;

7.2.6.e If the Agency misuses the premises or facilities of UIDAI, forcefully occupies or damages the UIDAI's properties including land, water resources, forests / trees or tampers with documents/records etc.

7.2.6.f If the Agency does not fulfil the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.

7.2.6.g If the work awarded to the agency has been terminated by UIDAI due to poor performance of the contract in the preceding 5 years. If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency recommends such a course in respect of a case under investigation or improper conduct on agency's part in matters relating to UIDAI or even otherwise;



7.2.6.h On any other ground upon which business dealings with the Agency is not in the public interest.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

#### 7.2.7 Procedure for Banning of Business Dealings

7.2.7.a There will be an Investigating Committee consisting members CGM and above for the works falling in the competency of CMD.

7.2.7.b During the period of Banning of Business Dealings, no Business Dealing shall be held with the Agency

7.2.7.c The functions of Investigating Committee shall, inter-alia include:

7.2.7.c.i To study the report of the department responsible for invitation of bids and decide if a prima-facie case for banning exists, if not, send back the case to the Competent Authority.

7.2.7.c.ii To recommend for issue of show-cause notice (after vetting by legal department) to the Agency by the concerned department.

7.2.7.c.iii To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

7.2.7.c.iv To submit final recommendations to the Competent Authority for banning or otherwise including the period for which the ban would be operative considering the implications for UIDAI on account of the act/omission on the part of the agency, intention of the agency as established from the circumstances of the case etc.

#### 7.2.8 Show cause Notice

7.2.8.a In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency, Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defense.

7.2.8.b If the Agency requests for inspection of any relevant document in possession of Employer, necessary facility for inspection of documents may be provided.

7.2.8.c The Competent Authority may consider and pass an appropriate speaking order:

7.2.8.c.i For exonerating the Agency if the charges are not established;



7.2.8.c.ii) For removing the Agency from the list of approved Suppliers / Contactors, etc.

7.2.8.c.iii For banning the business dealing with the Agency.

7.2.8.d If it decides to ban business dealings, the period for which the ban would be operative may be mentioned.

7.2.9 Appeal against the Decision of the Competent Authority.

7.2.9.a The Agency may file an appeal against the order of the Competent Authority banning business dealing etc. The appeal shall be filed to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

7.2.9.b Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.



## 8 Annexure – B: Contract

**MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA (UIDAI) NEW DELHI**



### **Master Service Agreement**

**For**

**Hiring of Project Management Consultancy for selection and on-boarding of MSP(s)**

**{Managed Service Provider(s)}**

RFP Number: HO/-----

Dated: --/--/2025

Bangla Sahib Road, Behind Kali Mandir,  
Gole Market,





## 8.1 MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (MSA) is entered into as of \_\_\_\_\_ day of Year \_\_\_\_\_ between, Unique Identification Authority of India (hereinafter referred to as “**the Purchaser**”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns of the FIRST PART and \_\_\_\_\_ having its Office at \_\_\_\_\_ (hereinafter referred to as “**the Consultant**”) which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators and Legal Representatives of the SECOND PART.

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

**AND WHEREAS** the Consultant has agreed to provide Services as listed in Bid Document No\_\_\_\_\_, as per the rate(s) given in the table below mentioned hereinafter.

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

8.1.1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

8.1.2 The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

8.1.2.a Bid Document No\_\_\_\_\_ regarding \_\_\_\_\_ including:

Sr. No.	Subject
1	Invitation to Bid
2	Instruction to Bidders
3	Bidding Process
4	Scope of Work
5	General Conditions of Contract
6	Annexure



8.1.2.b Notice of Award (NoA) No.\_\_\_\_\_ dated \_\_\_\_\_ placed on the Consultant.

8.1.3 In consideration of the payments to be made by the Purchaser to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Purchaser to provide the services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.

8.1.4 The Purchaser hereby agreed to pay the consultant in consideration of the provision of the Services as listed in Table below and the remedying of defects therein, the Contract Value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

S.No.	Item	Cost (excluding taxes) In INR	Taxes and other duties in INR	Total Cost (including taxes) in INR
1	Fixed cost for Phase-1 i.e., cost for providing consultancy services till completion of deliverable D8 (A)			
2	Cost for providing consultancy services after Phase-1 till expiry of the contract term i.e., for Phase 2 (D9) + Phase 3(D10) (B)			
3	One time cost for travelling, boarding, lodging and all other related expenses for entire duration of the contract. (C)			
4	<b>Cost of Governance Tool (D11) (D)</b> (till expiry of initial contract period)			
5	<b>Total contract cost (A+B+C+D)</b>			
6	<b>Total contract cost (A+B+C+D) (in words)</b>			

8.1.5 TOTAL CONTRACT VALUE: ..... (Rupees .....)

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

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



UIDAI: RFP for selection of consultants

M/s \_\_\_\_\_

Signature -----  
Name -----  
Designation -----  
Address -----  
Date -----

Place : New Delhi

Signature -----  
Name -----  
Designation -----  
Address -----  
Date -----

Place New Delhi

**In the presence of:**

Signature -----  
Name -----  
Designation -----  
Date -----

Place : New Delhi

**In the presence of:**

Signature -----  
Name -----  
Designation -----  
Date -----

Place New Delhi