



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



CUSTOM BID on GeM
FOR
“Agency for Outsourcing of Accounting Function”

RFP Number: HQ-20/12/2022-ACCTS-HQ
Dated: - 28th December, 2022

Disclaimer

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

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1 Section I – Invitation to Bid

1.1 Preamble

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

- a) Bidders are advised to study the Bid document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications.
- b) Bid offers prepared in accordance with the procedures enumerated in **Clause 2.1** shall be submitted online (complete in all respect) and must be uploaded on <https://gem.gov.in> not later than the date and time laid down as per **Clause 1.2.1**. Bidders/Contractors are advised to follow the instructions provided in the ‘Instructions to the Contractors/Bidder for the e-submission of the bids online through the GeM portal on <https://gem.gov.in>
- c) Manual bids shall not be accepted.
- d) Not more than one bid shall be submitted by one Bidder or Bidders having business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e when one or more partner(s)/director(s) are common) be allowed to bid for the same contract as separate competitors. A breach of this condition will render the bids of both parties liable to rejection.
- e) Bidder who has downloaded the bid from the UIDAI website www.uidai.gov.in and through the GeM portal on <https://gem.gov.in> shall not tamper/modify the bid form including downloaded price bid template in any manner. In case the same is found to be tempered/modified in any manner, bid will be completely rejected and Bid Securing Declaration will be executed and Bidder is liable to be banned from doing business with UIDAI.
- f) Intending Bidders are advised to visit again the UIDAI website www.uidai.gov.in and GeM portal on <https://gem.gov.in> at regular intervals or at least 3 days prior to closing date of submission of bid for any corrigendum/addendum/ amendment.

- g)** The hard copy of original instruments in respect of Bid Securing Declaration, must be delivered to the address as mentioned in the clause 1.2 – Schedule for Invitation to Bid on or before bid opening date/time as mentioned in clause 1.2.1 – Important Dates. Purchaser may reject the bid for non submission of original instrument in respect of Bid Securing Declaration.
- h)** Bids will be opened as per date/time as mentioned in clause 1.2.1. After opening of Technical Bid, the results of their qualification as well Financial Bid opening date will be intimated.
- i)** All Bids must be accompanied by Bid Securing Declaration or certificate of MSME / central purchase organization or the Ministry of Electronics & IT/start up as recognized by Department of Industrial policy and promotion (DIPP).
- j)** The conditions for Pre-Qualification of the Bidders as mentioned in clause 2.18 should be fulfilled for consideration of the bid.

1.2 Schedule for Invitation to Bid

a)	Name of the Purchaser	Unique Identification Authority of India (UIDAI) Ministry of Electronics & Information Technology, Govt. of India (GoI) Bangla Sahib Road Behind Kali Mandir Gole Market, New Delhi – 110001
b)	Name of the Contact Person for seeking any clarification	Director (Accounts/Legal) Unique Identification Authority of India (UIDAI) Hq Ministry of Electronics & Information Technology, Govt. of India (GoI), 5 th Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001 Queries should be submitted via E-mail to <u>Dir.legal-hq@uidai.net.in</u>
c)	Date till which the response to the bid should be valid	180 days from the date of opening of Technical Bids.

1.2.1 Important Dates

The following table provides information regarding the important dates of the Bid processing:

Activity	Date
Published Date	28th December, 2022 at 1800 hrs
Pre-Bid Conference Time, Date, & Venue	<p>5th January, 2023 at 1500 Hrs</p> <p>Venue: UIDAI Hqrs 5th Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001</p> <p>Note: A maximum of two 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 conference at the email ID :- (i) aa01-hq@uidai.net.in (ii) aa02-hq@uidai.net.in</p> <p>In case, any Bidder wish to attend through video conferencing, the same may be intimated for sharing the link.</p>
Submission of Queries/ clarifications, if any	<p>9th January, 2023 on or before 1400 Hrs</p> <p>All the queries should be received on or before the prescribed date & time, through email only with subject line as follows: “Accounting_Function_Outsourcing_PreBid Queries _<Bidder’s Name>”.</p> <p>The queries should be submitted as per the format prescribed in clause 2.5. The Pre-Bid queries to be sent at the email ID: Dir.legal-hq@uidai.net.in</p>
Clarification / corrigendum to be uploaded on the GeM Portal	<p>12th January, 2023 at 1800 Hrs</p> <p>Note: Purchaser shall not be obligated to respond to any or all the queries. Purchaser may, at its sole discretion, choose to publish responses to the pre-bid queries and/or any corrigendum on the GeM portal on https://gem.gov.in or may send the same through e-mail or any other means.</p>

Bid Submission Start Date	16th January, 2023 at 1000 hrs
Bid Submission End Date	6th February, 2023 at 1600 hrs Proposals and supporting documents shall be signed, scanned and uploaded in the format and mode as provided for in the GeM portal on https://gem.gov.in for this RFP. Documents should be signed by the authorized signatory of the Bidder.
Opening of Bids	7th February, 2023 at 1100 hrs
Opening of Technical Bids	10th February, 2023 at 1100 hrs Venue: UIDAI HQ, New Delhi Note: A maximum of two representatives per Bidder would be allowed to participate
Presentation	Will be communicated later
Opening of Commercial Bids	Will be communicated later

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

1.2.2 Other Details

Area	Description
Method of Selection	Quality and Cost Based Selection [QCBS]
Availability of RFP Documents	The Request For Proposal (RFP) would be available on the GeM portal on https://gem.gov.in and also on uidai.gov.in under Bid Section

Area	Description
Bid Securing Declaration	Bid Securing Declaration Form (as per format in Appendix C)
Submission of Bid Securing Declaration Form	<p>Bidders shall submit Bid Securing Declaration Form in a sealed envelope titled “Bid Securing Declaration” (BSD) “RFP for hiring of an Agency for Outsourcing of Accounting Function” to the address as mentioned in clause 1.2 (b) before the Bid Submission End date.</p> <p>Copy of Bid Securing Declaration needs to be uploaded on GeM portal under the separate cover as provided above. If the Bid Securing Declaration (BSD) is not received by the prescribed date and time, the Proposal submitted by the Bidder shall be liable to be summarily rejected.</p>
Language of Bid Submission	Proposals should be submitted in English only.
Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.

1.3 Check list

Please check whether following have been enclosed in the respective covers, namely,

(i) Pre-Qualification Bid (ii) Technical Bid and (iii) Commercial Bid.

1.3.1 Check List of Documents to Be Uploaded in the Pre-Qualification Bid i.e. Packet – 1 (Pre-Qualification Bid, Technical Bid) As per details to be referred in clause 2.18.

Sl. No.	Pre-Qualification Condition	Whether Enclosed (Y/N)	Page No.
(i)	Submission and uploaded copy of Bid Securing Declaration (BSD) pursuant to Clause 2.3		
(ii)	Legal Entity/Registration of Firm		
(iii)	Statutory Compliance Certificates (Self-Certificate for compliance with Tax Authorities)		
(iv)	Bidder's Turnover		
(v)	CAG Registration		
(vi)	Bidder's experience (Projects)		
(vii)	Professional Strength		
(viii)	IT enablement experience		
(ix)	Registered Office		
(x)	Declaration on Blacklist		
(xi)	Proposal Submission form (clause 4.1.1)		
(xii)	Bidder organization and experience (clause 4.1.2)		
(xiii)	Declaration for authorized signatory as mentioned in clause 2.12		

Important Note: Above list should be duly filled and uploaded

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

S.No.	Description	Whether Enclosed (Y/N)	PageNo.
(i)	Bid Particulars (4.2.1)		
(ii)	Technical Bid letter (4.2.2)		
(iii)	Delivery Schedule (4.2.3)		
(iv)	Brief profile of members (4.2.4)		
(v)	Un-priced BoQ (format as mentioned in BoQ but without any cost mentioned)		

Important Note: Above list should be duly filled and uploaded

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

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

Important Note: Above list, duly filled in, should also be uploaded

2 Section II - Instruction to Bidders

2.1 Procedure for Submission of Bids

- a. A two packet Bid System will be followed for this RFP which includes Pre-Qualification Bid, Technical Bid and Commercial Bid. Selection will be done as per QCBS method.

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

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

Packet-2 (Commercial Bid) having viz.,

- Financial Bid Submission (Checklist with Y/N as mentioned in 1.3.3 + Documents as per check list)
- Schedule of price bid in the form of BoQ format
- Sequence of documents to be followed as per checklists and index to be provided.

- b. This RFP process will be administered through the Government Marketplace (“GeM/Portal”) portal <https://gem.gov.in>. The Bidders are required to submit soft copies of their proposals electronically on the Portal, using valid Digital Signature Certificates.
- c. All the pages of the Bid must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. Failure to submit the Bid on time could cause a proposal to be rejected. The Purchaser will not accept delivery of the Bid by e-mail or any other electronic/non-electronic means other than uploading on Govt. e-marketplace (GeM) portal <https://gem.gov.in>.

- d. The Bidder should take into account any corrigendum to this RFP document that may have been published before submitting their Bids.
- e. The Bidders are requested to go through the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid. The Bid documents can generally be in the PDF/XLS/RAR formats. The Bid documents may be scanned with 100 dpi with black andwhite option.
- f. The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned in the clause 1.2 of this RFP. The Bidder will not be allowed to submit the Bid after the Bid submission time. The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in this RFP.
- g. A standard BoQ format (Annexure 4.3.2) has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their Financial Bids in the format provided and no other format will be acceptable.
- h. All the documents being submitted by the Bidders will be encrypted using PKI encryption techniques to ensure the secrecy of data. The data entered cannot be viewed by unauthorized persons until the time of Bid opening. The confidentiality of the Bids is maintained using the secured socket layer 128 bit encryption technology. Data storage encryption for sensitive fields is done.

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

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

2.2 Cost of Bid Document

- 1 The RFP is available to be downloaded online, free of cost.
- 2 Fee is waived off as per GFR, 2017 guidelines.
- 3 The Indian Bidders which are Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises or who are registered with the Central Purchase Organization or with the concerned Ministry or Department or are Start-Up as recognized by Department of Industrial Policy and Promotion (DIPP) must submit the copy of valid registration certificate in this regard.
- 4 The Bidder shall bear all costs associated with the preparation and submission of its Bids, including cost of presentation for the purposes of clarification of the Bids, if so desired by the UIDAI. The UIDAI will, in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.3 Bid Securing Declaration (BSD)

- a. The Bidders shall submit Bid Securing Declaration (As per Appendix C) in a sealed envelope.
- b. Copy of the Bid Securing Declaration should be uploaded onto the GeM Portal and the hardcopy (signed) of the same shall be submitted as per guidelines mentioned in clause 2.1.
- c. In case the Bid Securing Declaration is not received by the stipulated time then the Purchaser reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.

- d. The Indian Bidders which are Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the central purchase organization or the Ministry of Electronics & Information Technology or start up as recognized by Department of Industrial policy and promotion (DIPP) are exempted from submission of Bid Securing Declaration. In this case, the Bidders must submit the copy of valid registration certificate.
- e. The Bid Securing Declaration will be executed :
 - If a Bidder withdraws the Proposal or increases the quoted prices during the period of Bid validity period or its extended period, if any.
 - If the Bidder varies or modifies its Proposal in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof
 - In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
 - During the Bid process, if a Bidder indulges in any act as would jeopardize, influence or unnecessarily delay the process of bid evaluation and finalization.
- f. The decision of the Purchaser regarding execution of Bid Securing Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

2.4 Contents of the Bid Document

- 1 The Schedule of Requirements of the Licenses and services required, Bid procedures and contract terms are prescribed in the Bid Document. The Bid Document includes:
 - a) Section I – Invitation to Bid;
 - b) Section II – Instructions to Bidders;
 - c) Section III- General Conditions of Contract;

- d) Section IV – Contents of the Bid
 - i. Pre-qualification
 - ii. Technical Bid
 - iii. Commercial Bid
 - e) Section V- Scope of Work;
 - f) Section VI- Appendices
 - i. Contract Form (Appendix A)
 - ii. Performance Bank Guarantee form (Appendix B)
 - iii. Bid Securing Declaration (Appendix C)
 - iv. Non-Disclosure Agreement (Appendix D)
- 2 The Bidder is expected to examine complete bid document including all instructions, forms, general terms & conditions, and schedule of requirements in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

2.5 Clarification of Bid Document

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

Name of the organization	Sr. No	Clause no. of RFP	Page number of clause	Existing provision in the clause	Clarification sought

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

2.6 Amendment to the Bid Document

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

2.7 Language of Bids

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

2.8 Documents Comprising the Bids

The Bids prepared by the Bidder shall comprise of the following components:

- a) Pre-Qualification Bid
- b) The Technical Bid
- c) The Commercial Bid

2.9 Bid Price

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

2.10 Firm Price

- 1 Price quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in Annexure 4.3.2 enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.
- 2 The Commercial bid should clearly indicate the price to be charged and should include all taxes, fees and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in Annexure 4.3.2.
- 3 Any change in taxes after the notification of award of Contract will be adjusted accordingly in the payment structure.

2.11 Discount

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

2.12 Bidder Qualification

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

OR

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

2.13 Period of Validity of Bids

- 1 Bids shall remain valid for at least 180 (One Hundred and Eighty) days from the date of opening of Pre- Qualification and Technical Bids prescribed by the UIDAI. A Bid valid for a shorter period may be rejected by the UIDAI as non-responsive.
- 2 In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of Bid Securing Declaration provided under Clause 2.3 shall also be suitably extended. However, a Bidder will not be permitted to modify its bid during the Bid validity period or the extended period, if any.

2.14 Revelation of Price

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

2.15 Terms and Conditions of Bidders

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

2.16 Local Conditions

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

2.17 Headings

Headings of conditions hereto shall not affect the construction thereof.

2.18 Conditions for Pre-Qualification of Bidders

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

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

The relevant sections shall be highlighted in the document attached.

#	Parameter	Pre- qualification Criteria Description	Evidence required
1.	Document	Bid Securing Declaration (BSD) is submitted in original	Bid Securing Declaration. The Bidder may claim exemption from submission of BSD as mentioned in clause 2.3 In this case, the Bidder must upload copy of valid Exemption Certificate.
2.	Legal Entity/ Registration of Firm	Bidder shall be : 1. The Chartered Accountant Firm should be registered with The Institute of Chartered Accountants of India (ICAI) and have TAN, PAN, EPF, ESIC and GST Registration/certificates etc. 2. The Firm should have been operational for at least 10 years after its registration as on 30 th November, 2022.	ICAI Registration Certificate, TAN, PAN, EPF, ESIC and GST Registration Certificate
3.	Statutory Compliance Certificates	The Bidder must be registered with appropriate authorities for all applicable statutory duties/ taxes and should comply with all taxation norms.	Self-certificate/Undertaking on Firm's letter head duly signed by authorized signatory that on the date of bid submission the Firm is complying with all statutory duties/ taxation norms of India and possess all necessary certificates to this effect.
4.	Bidder's Turnover	The Bidder must have an average annual turnover of minimum - INR 3 (Three) Crore during the last 3 financial years ending 31 st March, 2022 in	Audited Financial Statement for the last three Financial Years (FY 2019-20, 2020-21, 2021-22) clearly mentioning turnover in respect of providing professional

		respect of providing professional services in finance, accounts and audit related work.	services in finance, account and audit related work.
5	CAG Registration	The Firm should be empanelled with the Comptroller and Auditor General of India (C&AG) of India for FY 2022-23.	Empanelment/Registration Certificate with C&AG of India
6	Bidder's Experience (Projects)	The Firm entity should have experience in handling accounting or financial management services of at least 3 (three) Public Sector Undertaking/Autonomous Body/ Statutory Bodies & Government Organization etc.	Documentary proof, work orders, client certificates / completion certificates to be submitted.
7	Professional Strength	<p>1. The Firm should have minimum 10 Nos. Chartered Accountants (including partners) with itself as per ICAI Constitution Certificate as on bid date.</p> <p>2. The Firm should have at least Three (3) partners and at least two (2) of them must be Fellow Chartered Accountants as per ICAI Constitution Certificate as on bid date.</p>	ICAI Registration Certificate

8	IT enablement Experience	The Bidder must have successfully IT enabled and integrated accounting function of an Indian Organization having turnover/ annual budget of Rs.300 Crore.	Certificate from the Company Auditors/ Company Secretary and duly attested by the Authorized signatory providing details of the projects undertaken including value of the project, scope of work, client details, period of execution etc.
9	Registered/Branch Office	The Bidder should have a registered/branch office in Delhi	ICAI Registration Certificate
10	Declaration on Blacklist	The Bidder should not be banned from carrying out business either with the entire Central Government of India Ministries / Departments/PSUs or any Autonomous/statutory institution at the time of the submission of the bid. A similar ban subsequent to the submission of the Bid, but before the award of the Contract shall also disqualify the Bidder.	Self-certificate/ undertaking on company's letter head duly signed by company's authorized signatory.

2.19 Last Date for Receipt of Bids

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

2.20 Modification and Withdrawal of Bids

- 1 The Bidder may modify or withdraw its bid after the Bids' submission on the portal till last date of submission.
- 2 No option will be there to modify the Bid subsequent to the last date and time for receipt of Bids.

- 3 No Bid may be withdrawn in the interval between the last date and time for receipt of Bids and the expiry of the Bid validity period specified by the Bidder in the Bid. Withdrawal of a Bid during this interval shall result in execution of Bidders Bid Securing Declaration.

2.21 Address for Correspondence

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

2.22 Opening of Bids by UIDAI

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

2.23 Clarification

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

2.24 Preliminary Examination

- 1 The UIDAI will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the required Bid Securing Declaration (BSD) has been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.
- 2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit cost and the total cost that is obtained by multiplying the unit cost and quantity, the unit cost shall prevail and the total cost shall be corrected. If the Bidder does not accept the correction of the errors, its Bid will be rejected. If there is discrepancy between words and figures, the amount in words will prevail.

- 3 A Bid determined as not substantially responsive will be rejected by the UIDAI and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 4 The UIDAI may waive any minor infirmity or nonconformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

2.25 Contacting the UIDAI

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

2.26 Post Qualification

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

2.27 Criteria for Evaluation of Bids

- 1 QCBS method of selection of Bidder will be implemented. The evaluation will be done in 3 phases by the Evaluation Committee (EC) setup by UIDAI.
- 2 To meet the UIDAI's requirements, as spelt out in the Bid Document, the successful Bidder/Vendor must have the requisite, the technical know-how, and the financial ability that would be required to provide the Services sought for by the UIDAI, for the entire period of the Contract. The evaluation process of the Bid proposed to be adopted by the UIDAI is indicated below so as to

provide the Bidders an idea of the evaluation process that the UIDAI may adopt. Any time during the process of evaluation, the UIDAI may seek specific clarifications from any or all Bidders.

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

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

4 Phase II: Evaluation of Technical Bids

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

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

Bidders, if asked for, shall make presentation to Evaluation Committee. The qualification of the Bidder and the evaluation criteria for the Technical Proposal shall be as defined below. Each responsive proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, & particularly the Scope of Work or if it fails to achieve the minimum technical score mentioned below.

The criteria, parameters and point system for the detailed evaluation of Technical Proposals of the Bidders shall be as follows :

Sl.	Parameters	Max. Marks
1	No. of Chartered Accountants associated with the firm as per ICAI constitution certificate as on NIT date 10 Chartered Accountants - 70% 11 to 15 Chartered Accountants- 85% More than 15 Chartered Accountants- 100%	15 Marks
2	Average Turnover of the Firm for the last three years ending 31.03.2022 Rs. 3 Crore to 5 Crore- 70% More than Rs. 5 Crore to 7.50 Crore- 85% More than 7.50 Crores- 100%	15 Marks
3	Experience “Accounting/Financial Management” at PSUs/ Autonomous Body / Statutory Body / Govt. Department for the last five years ending 31.03.2022 : a. Three work orders of Rs. 2 Crore each or more – 70% b. Four to five works orders Rs. 2 Crore each or more - 85% c. More than five work orders of Rs. 2 Crore each or more – 100%	15 Marks
4	Presence of its office(s): UIDAI is having its Hqrs at Delhi and Regional Offices at (Delhi, Chandigarh, Mumbai, Bengaluru, Hyderabad, Ranchi, Lucknow & Guwahati) Proof is to be attached; (1) a. Presence at 4 locations - 70% b. Presence at 5 locations - 85% c. Presence at more than 5 locations - 100% (2) Firm having registered office at Delhi	10 Marks 5 Marks
5	Firms experience in IT enabled and integrated accounting function of an Indian Organization having turnover/ annual budget of Rs 300 Crore. One Project 70% Two Projects 85% More than two projects 100%	15 Marks
6.	Performance Certificate Certificate issued by the clients for rendering satisfactory performance of contracts during the last five years (issued on or before December, 2022) a. Three work orders of Rs. 2 Crore each or more – 70% b. Four to five works orders Rs. 2 Crore each or more - 85% c. More than five work orders of Rs. 2 Crore each or more – 100%	10 Marks
7.	Solvency Certificate :- A Solvency Certificate duly issued by the scheduled commercial bank for the period :- - for the last three years & above as on 31.3.22 - 3 Marks - for the last four years & above as on 31.3.22 - 4 Marks - for the last five years and above as on 31.3.22 - 5 Marks	5 Marks
	Total of Technical Marks (X) : **	90 Marks
** The threshold Score for qualifying in the Technical evaluation is minimum 63 marks out of 90.”		

Sl.	Parameters	Max. Marks
1.	Presentation on : Approach, Methodology, List of Resources to be deployed, Strength of Firm and Experience of working with Govt./PSUs/ Autonomous Body / Statutory Body etc.	10 Marks
	Total Presentation Marks (Y) :	10 Marks
	Grand Total of Technical Marks (X+Y)	100 Marks

** Top 15 technically qualified scores in the technical evaluation (As per 'X' above) will be called for the presentation. The Bids of the Bidder who did not turn-up for the presentation will be summarily rejected. The presentation will be evaluated, and presentation marks (Y) will be obtained on a maximum Score of 10.

The total technical score /marks including presentation by the qualified Bidders (who are called for and attended presentation) shall be computed using following formula:

$$\text{Total Technical Score (TBS)} = 70\% \text{ of } (X + Y)$$

The technical scores of all other Bidders who are invited for the presentation and attended it will be considered technically qualified and Financial Bids of only those Bidders will be opened.

Note: The Technical Bids shall be opened on the scheduled opening date and the Financial Bid of only the Bidders, who are found qualified on evaluation of the Technical Bids, shall be opened on later date (working day) with intimation to the Bidders. Bidders who are declared technically qualified will be allowed to participate in Financial Bid process.

6. Phase III: Evaluation of Commercial Bids

Evaluation of Price Bids:

The charges as quoted by the Bidders will be compared. The Bid will be awarded a Financial Bid Score (FBS) as per below table:

L1 Price	100 Marks
L2 Price	95 Marks
L3 Price	90 Marks
L4 Price	85 Marks
L5 Price	80 Marks
L6 Price	75 Marks
L7 Price	70 Marks
L8 Price	65 Marks
L9 Price	60 Marks
L10 Price	55 Marks
L11 and below	50 Marks

Overall Evaluation of Bids (TBS + FBS) :

The overall valuation of Bids shall be done using QCBS method. The final score (FS) shall be calculated based on the formula:

$$\text{Final Score (FS)} = 70\% \text{ of (TBS)} + 30\% \text{ of (FBS)}$$

UIDAI will award the Contract to the successful Bidder whose Bid has been determined to be technically qualified and achieving the highest combined technical and Financial Score (FS), provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

Tie-Breaking clause:

In case two or more Bidders score equal marks in Final Bid Evaluation Score then the following criteria will be adopted for tie-breaking in order to merit:

- (i) Annual value of turnover: Bidder having larger turnover will be given preference.
- (ii) Value of similar works executed: Bidder having larger value of similar works executed will be given preference.
- (iii) In case of equal on (i) and (ii) above, the longer period of contract will be considered.

The UIDAI will however not bind itself to accept the lowest evaluated Bid or any Bid and reserve the right to accept or reject any and all Bids.

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

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

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

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

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

2.30 Notification of Award (NOA)

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

2.31 Signing of Contract

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

2.32 Performance Bank Guarantee (PBG)

- 1 Within 15 days of the receipt of notification of award of the Contract from the Purchaser, the successful Bidder/vendor shall furnish the Performance Bank Guarantee ("PBG") as per format prescribed in Appendix B of clause 6.2.
- 2 Failure of the successful Bidder/vendor to submit the PBG within 15 days shall constitute sufficient grounds for the annulment of the award and execution of Bid Securing Declaration (BSD), in which event the UIDAI may call for new Bids.
- 3 Performance Bank Guarantee will be for a total amount equivalent to 3% of total contract value and having validity till To+3 years and 60 days. (To= is the date of execution of Contract as per GFR Rules.)
- 4 PBG shall be invoked by UIDAI in the event the successful Bidder/Vendor:
 - i. fails to perform the responsibilities and obligations as set out in the RFP and the Contract to the complete satisfaction of UIDAI,
 - ii. misrepresentations of facts/information submitted to UIDAI.
- 5 The PBG may be discharged/returned by UIDAI upon being satisfied that there has been due performance of the obligations of the Bidder under the Contract. However, no interest shall be payable on the PBG.
- 6 In the event of the Bidder being unable to service the Contract for whatever reason, UIDAI would invoke the PBG. Notwithstanding and without prejudice

to any rights whatsoever of UIDAI under the Contract in the matter, the proceeds of the PBG shall be payable to UIDAI as compensation for any loss resulting from the Bidder's failure to perform/comply its obligations under the Contract. UIDAI shall notify the Bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the Bidder is in default.

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

2.33 Confidentiality of the Document

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

2.34 Rejection Criteria

1 Technical Rejection Criteria

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

- i. Only the Bidders who quote for the complete Scope of Work and providing Services as indicated in this Bid Document, addendum thereof (if any) and any subsequent information given to the Bidder

shall be considered. Incomplete bids will be rejected outright. Evaluation will be carried out for the total Scope of Work covered in the Bid document.

- ii. The Bidder shall be deemed to have complied with all clauses in the Bid Document under all sections/chapters of the Bidding Document, including Bid Evaluation Criteria (BEC), Schedule of Requirements, Technical Specifications, Timelines and General Terms & Conditions of Contract. Evaluation will be carried out on the information available in the Bid.
- iii. If the information provided by the Bidder is found to be incorrect/misleading at any stage/time during the bidding process the Bid will be rejected and Bid Securing Declaration will be executed
- iv. Bid Securing Declaration will be executed in case of any breach of confidentiality clause 2.33 of this RFP.

2 Commercial Rejection Criteria

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

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

2.35 Fraud and Corruption

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

The Purchaser:

- a. defines, for the purpose of this paragraph, the terms set forth below as follows:
- (i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the Evaluation Committee, in the selection process or in contract execution;
 - (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “Collusive practices” means a scheme or arrangement between two or more Bidders with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- b. will reject a Proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;

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

3 Section III - General Conditions of Contract

3.1 Definitions

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

1. **"UIDAI"** means the Unique Identification Authority of India.
2. **"The Purchaser/Purchaser"** means the Unique Identification Authority of India acting through CEO or any other representative authorized by the Unique Identification Authority of India.
3. **"Purchase Officer"** means the officer signing the acceptance of Bid and includes any officer who has the authority to execute the relevant Contract on behalf of the Purchaser.
4. The **"Vendor"** means the person or the Firm or the company with whom the order of or the procurement of the Services is placed and shall be deemed to include the Vendor's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract.
5. **"Applicable Law"** means the laws and any other instruments having the force of law in the Purchaser's country, as they may be issued and in force from time to time.
6. **"Accounting"** means keeping and preparation of the financial records of the Purchaser's organization in accordance with the laid down standards and procedure, the analysis, verification and reporting of such records.
7. **"Accounting Function"** shall include but not limited to preparations of bills/vouchers of financial transactions, recording of transactions in subsidiary book(s), preparation of journals chronologically, posting of journals into ledger chronologically and in a classified manner, reconciliation of various books of accounts, preparation of trial balance at the end of each month, recording adjustment entries in timely manner and preparation of adjusted trial balance, closing all nominal accounts and transferring them to financial statements and preparation of financial Statements, i.e. the Balance Sheet, the Income and Expenditure Account and the Receipt and Payment Account.
8. **"Asset"** means resources used by the Purchaser for carrying out its activities and shall include fixed assets such as land, buildings, plant

- machinery and equipment, vehicles, furniture and fixtures, office equipment etc. and current assets such as investments, inventories, sundry debtors, cash and bank balances, loans, advances, and other assets.
9. **“Bidder”** means any private or public entity that will provide the Services to the Purchaser under the Contract.
 10. **“Contract”** means the Contract signed by the Parties and all the attached documents i.e. the Sections like General Conditions Section (GC), Statement of Works Section, the Appendices and the Annexure of this RFP.
 11. **“Contract Price”** means the price to be paid for the performance of the Services, in accordance with Clause 3.6 of Section III;
 12. **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause 3.5 of Section III.
 13. **“Foreign Currency”** means any currency other than the currency of the Purchaser’s country.
 14. **“GC”** mean General Conditions of Contract.
 15. **“Government”** means the appropriate Government of the Purchaser’s country.
 16. **“Local Currency”** means the currency of the Purchaser’s country.
 17. **“Party”** means the Purchaser or the Bidder, as the case may be, and “Parties” means both.
 18. **“Personnel”** means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.
 19. **“Services”** means the work to be performed by the Bidder pursuant to this Contract.
 20. **“Proposal/ Bid”** means the Pre-Qualification Proposal, Technical Proposal and Commercial Proposal submitted by the Bidder.
 21. **“Technical Proposal/ Bid”** means the proposal submitted as per clause 4.1 of this RFP.
 22. **“Pre-Qualification Proposal/Bid”** means the proposal submitted as per clause 4.2 of this RFP.
 23. **“Financial/ Commercial Proposal/Bid”** means the means the proposal submitted by Bidder as per clause 4.3 of this RFP.

3.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3.3 Use of Contract Documents and Information

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

3.4 Delivery and Documents

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

3.5 Period of Contract

1. This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.
2. This Contract for "Agency for Outsourcing of Accounting Function" will be for 3 years duration. It is extendable up to two years on yearly basis at rate for 3rd Year mentioned in BoQ (read with Change Order Clause No.3.8.3) and on same terms and conditions of RFP with the mutual consent of both the parties.
3. Notwithstanding the provision of clauses above, the period of Contract shall be valid subject to the satisfaction of the Purchaser.
4. The Purchaser shall promptly notify the Vendor in writing of any issues in the licensing terms or upgrades and updates or miscellaneous issues. Upon receipt of such notice, the Vendor shall, with all reasonable speed, resolve the issue,

without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.

5. If the Vendor, having been notified, fails to remedy the defect(s)/issue(s) within the period stated by Purchaser in such notification, the Purchaser may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which the Purchaser may have against the Vendor under the Contract.
6. The Bidder shall begin carrying out the Services within 30 days from the signing of the Contract between the UIDAI and the Bidder which would be considered as commencement of Services.
7. Penalty, as per the Service Level Agreement, will be applied, if the vendor is not able to deploy/provide resources as stipulated in the Delivery Schedule (Clause 4.2.3 of Section IV).

3.6 Payment schedule

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

- a) The Bidder shall submit the invoice for monthly/quarterly payment. The payment shall be released after making deductions on account of TDS and penalties for not meeting the SLAs.
- b) The payment shall be made only after receipt of status of actual manpower deployment, attendance record of manpower deployed duly certified by authorized signatory of Bidder and certificate of attendance certified by the accepting authority where the manpower is deployed has been submitted by the Bidder and approved as satisfactory by the "Purchaser" for that month.
- c) For the purpose of payment above, satisfactory means; acceptance of the deliverables as well as acceptance of all the reports as mentioned above by the Purchaser after submission by the Bidder. It also includes time bound completion of activities that need to be done and agreed with UIDAI after award of Contract.
- d) If the invoices, reports, and deliverables submitted by the Bidder are not acceptable to the Purchaser, reasons for such non-acceptance should be recorded in writing; and in such event the Purchaser shall not release the payment due to the Bidder. Reports and deliverables not meeting the required quality or expectations or are incomplete shall not be accepted. In such case, the payment will be released to the Bidder only after it re-submits the reports and deliverable

and which are accepted satisfactorily by the Purchaser.

- e) In case of early termination of the Contract, the pro rata payment shall be made to the Bidder for the period it has provided its Services to the Purchaser.

Payment terms for Manpower

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

3.7 Currency of Payment

Payment shall be made in Indian Rupees only.

3.8 Change Orders

1. The Purchaser may at any time, by a written order given to the Vendor, make changes within the general scope of the Contract in any one or more of the following:
 - i) drawings, designs, or specifications.
 - ii) the place of delivery; or
 - iii) the Services to be provided by the Vendor.
2. If any such change causes an increase or decrease in the value, or the time required for, the Vendor's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or delivery schedule, or both, and the Contract shall accordingly be amended.
3. Increase/decrease of manpower cap will be based on the functional requirements, if any arises due to establishment of new ROs/State Offices.
4. Increased cost quoted in the Bid for 2nd & 3rd year shall be applicable only to those resources who are initially deployed and remain continue with UIDAI. However, any new replacement deployed in place of an old resource during the year, shall be paid on 1st year rates only. The request for change of resource should be supported with Bio-data along with the certificates in respect of educational/ professional qualifications etc.

3.9 Contract Amendments

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

3.10 Assignment

The Vendor shall not assign, in whole or in part, its obligations to perform under the Contract, to other party, except with the Purchaser's prior written consent. The permission, if any, of the Purchaser must be taken within 15 days of award of the Contract.

3.11 Sub-contracts

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

3.12 Delays in the Vendor's Performance

1. Delivery of the manpower shall be made by the Vendor in accordance with the schedule specified by the Purchaser in clause 4.3.2.
2. An un-excused delay by the Vendor in the performance of its delivery obligations shall render the Vendor liable to any or all the following sanctions: forfeiture of its performance security, imposition of liquidated damages, and/or termination of the Contract for default.
3. If at any time during performance of the Contract, the Vendor should encounter conditions impeding performance of services, the Vendor shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration, and its cause(s). As soon as practicable after receipt of the Vendor's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Vendor's time for performance, in which case the extension shall be ratified by the Parties. If the Vendor's request is not found acceptable to the purchaser, Clause 3.14 would be invoked.

3.13 Liquidated Damages

1. If the successful Bidder/Vendor fails to perform the Services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to its other remedies under the Contract, deduct from the Contract Value, as liquidated damages. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.14.

2. The overall liquidated damages will be maximum of 10% of the total Contract value.
3. If the liquidated damages amount is more than the bill due to the Vendor, amount will be deducted from the subsequent bills. However, if the liquidated damages amount is not recoverable from the pending dues to the Vendor, in that case, same shall be recovered by encashing the PBG, if required.

3.14 Termination for Default

1. In case of any event of default on account of Vendor, the Purchaser shall provide notice of thirty (30) days to the Vendor to cure the event of default and meet the provision of Services.
2. Where an event of default subsists or remains uncured after 30 days of notice to Vendor to resolve, the Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice sent to the Vendor, terminate the Contract in whole or in part :
 - (i) If the Vendor fails to deliver any or all of the Services within the time period (s) specified in the Contract, or any extension thereof granted by the Purchaser;

OR
 - (ii) If the Vendor fails to perform any other obligation(s) under the Contract;

OR
 - (iii) If the Vendor becomes liable for maximum amount of liquidated damages under clause 3.13.
3. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Deliverables/Services similar to those undelivered, and the Vendor shall be liable to the Purchaser for any excess costs for such similar Deliverables/Services including the efforts of the Purchaser for such arrangement. However, the Vendor shall continue performance of the Contract to the extent not terminated.

3.15 Force Majeure

1. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which

has become due on account of performance of services under the provisions of the present Contract), if the non-performance results from Force Majeure circumstances such as Flood, Fire, Earth-Quake and other acts of God as well as War, Military operation, blockade, pandemic situation or lockouts announced by the government due to pandemic, Acts or Actions of State Authorities or any other circumstances beyond the Parties control that have arisen.

2. In such circumstances the time stipulated for the performance of an obligation under the present Contract is extended correspondingly for the period of action of these circumstances and their consequences, but not more than a period of 6 months.
3. The Party for which it becomes impossible to meet obligations under this Contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 (Ten) days from the moment of their beginning.
4. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective Party's country shall be a sufficient proof of commencement and cessation of the above circumstances.
5. If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either Party hereto reserves the right to terminate the Contract totally or partially upon giving prior written notice of 30 (thirty) days to the other Party of the intention to terminate without any liability other than reimbursement on the terms provided in the Contract for the Services received.

3.16 Termination for Insolvency

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

3.17 Termination for Convenience

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

3.18 Dispute Resolution

1. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement i.e. negotiations is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.
2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
3. The Arbitration proceedings shall be held in New Delhi, India.
4. The Arbitration proceeding shall be governed by the substantive laws of India.
5. The proceedings of Arbitration shall be in English language.
6. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the Parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an arbitral tribunal consisting of three arbitrators. Each Party shall appoint one arbitrator and the arbitrators so appointed shall appoint the third arbitrator who will act as presiding arbitrator.

7. In case, a Party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other Party or the two arbitrators so appointed fail to agree on the appointment of third arbitrator within 30 days from the date of their appointment upon request of a Party, the Chief Justice of India or any person or institution designated by him (in case of International Commercial Arbitration) shall appoint the arbitrators/presiding arbitrator. In case of domestic arbitrations, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the arbitrator/presiding arbitrator upon request of one of the Parties.
8. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both Parties consent for the same; otherwise, he shall precede de novo.
9. It is a scope of the Contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
10. It is also a scope of the Contract that neither Party to the Contract shall be entitled for any interest on the amount of the award.
11. The arbitral tribunal shall give reasoned award and the same shall be final, conclusive and binding on the Parties.
12. The fees of the arbitrator shall be borne by the Parties nominating them and the fee of the presiding arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the Parties.
13. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
14. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the Parties hereto shall continue to be governed by and perform the Services in accordance with the provisions under this Contract.

3.19 Language

The General terms and conditions/Contract shall be executed/ written in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation.

3.20 Applicable Law

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

3.21 Notices

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

3.22 Deductions

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

3.23 Taxes and Duties

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

3.24 Continuing Support

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

3.25 Conflict of Interest

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

3.26 Delivery and Risk Purchase

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

3.27 Fall Clause

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

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

the contract for the Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

3.28 Indemnification and Limitation of Liability

3.28.1 General Indemnity

Subject to Clause 3.28.2 below, the successful Bidder/Vendor (the "Indemnifying Party") undertakes to indemnify the Purchaser and its nominated agencies (the "Indemnified Party") from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, willful default, lack of due care or breach of terms of this Contract.

3.28.2 IPR Indemnity

If the Indemnified Party promptly notifies the Indemnifying Party in writing of a third party claim against the Indemnified Party that any Deliverables/Services provided by the Indemnifying Party infringes a copyright, trade secret, patent or other intellectual property rights of any third party, the Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Indemnified Party. The Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) The Indemnified Party's misuse or modification of the Deliverables; (b) The Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) The Indemnified Party's use of the Deliverables in combination with any product or information not owned or developed or supplied by the Indemnifying Party. If any of the Deliverables is or likely to be held as infringing, the Indemnifying Party shall at its expense and option either (i) procure the right for the Indemnified Party to continue using it, (ii) replace it with a non-infringing equivalent, (iii) modify it to make it non-infringing.

3.28.3 Conditions for Indemnity

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

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

3.28.4 Risk Purchase

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

3.28.5 Limitation of Liability

1. Except in case of gross negligence or willful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out the Services, the Bidder, with respect to damage caused by the Bidder to property and/ or assets of the Purchaser or of any of the Purchaser's Bidders, shall not be liable to Purchaser:
 - a. For any indirect or consequential loss or damage; and;
 - b. For any direct loss or damage that exceeds
 - i. The Contract Value, or
 - ii. The proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (i) or (ii) is higher.
2. This limitation of liability shall not affect the Bidder's liability, if any, for damage to third parties caused by the Bidder/ Bidder's personnel/team or any person or firm/ company acting on behalf of the Bidder in executing the work or in carrying out the Services.

3.28.6 Allocation of liability

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

3.29 Other obligations of Vendor

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

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

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

3.30 Termination for Misrepresentations of facts

1. In case if any misrepresentation of fact/information, corrupt or fraudulent practices by successful Bidder comes to the notice/information of UIDAI/Purchaser after signing of the Contract, in that case UIDAI/Purchaser shall provide notice of thirty (30) days to successful Bidder for providing the clarification.
2. Where issue is not resolved within 30 days of notice to successful Bidder/ or if the satisfactory clarification is not rendered by successful Bidder in 30 days in that case Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice to the successful Bidder, terminate the Contract in whole or in part:
 - a) If the successful Bidder, in the judgment of UIDAI/Purchaser, has engaged in misrepresentation of facts/information, corrupt or fraudulent practices in competing for the Bid or in executing this Contract;
 - OR
 - b) If the successful Bidder submits to UIDAI/Purchaser a false statement/ facts.
3. UIDAI/Purchaser may also forfeit the PBG and/or other necessary legal action.

3.31 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

3.32 Suspension

The "Purchaser" may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

- i. shall specify the nature of the failure, and
- ii. shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

3.33 Intellectual Property Rights

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

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

1. All plans, drawings, specifications, designs, reports, forms, other documents and software (including source code) submitted, developed or customized by the Bidder under this Contract shall become and remain the property of the Purchaser, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Purchaser, together with source code of the software so developed under this contract along with a detailed inventory thereof.
2. The Bidder may retain a copy of such documents, on prior permission of UIDAI, but shall not use anywhere, without taking permission, in writing, from the Purchaser and the Purchaser reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain the "Purchasers" prior written approval to such agreements, and the "Purchaser" shall be entitled at its discretion to require recovering the expenses related to the development of the program concerned.

4 Section IV – Contents of the Bids

4.1 Pre-qualification

4.1.1 Proposal Submission Form

To :

The Director (Accounts/Legal)
Unique Identification Authority of India (UIDAI)
M/o Electronics & Information Technology, Govt. of India (GoI),
5th Floor, Bangla Sahib Road, Behind Kali Mandir,
Gole Market, New Delhi – 110001

Dear Sir/Madam,

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

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

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

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

We remain,

Yours sincerely,

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

Name of Company:

Address:

Location: _____

Date: _____

4.1.2 Bidder's Organization and Experience

A - Bidder's Organization

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

Organization and Financial Information

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

Form A 2: Financial Information – Bidder			
	FY 2019-20	FY 2020-21	FY 2021-22
Annual Turnover (in INR Crores)			
Other Relevant Information			

B – Bidder Company’s Experience

[Using the format below, provide information on each assignment for which your company was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out Services as requested under this assignment. Bidders should provide all the details (including documentary evidence like copy of work order/ contract document/completion certificate from customer/ certificate from auditor/ other customer testimonials along with supporting certificate from auditors) as required in the form. Please provide citations of 2 relevant completed skilled manpower for outsourcing functions in Accounting Division in any Organization, please refer clause 2.18. Also provide the details of organization where bidder has successfully IT enabled and integrated end to end accounting function and that of an organization has turnover of at least Rs 300 Crore. In case, information required by UIDAI is not provided by Bidder, UIDAI shall proceed with evaluation based on information provided and shall not request the Bidder for further information. Hence, responsibility for providing information as required in this form lies solely with Bidder.]

Assignment name:	
Country:	
Location within country:	
Name of Purchaser:	
Address:	
Annual Turnover/Budget of the Purchaser:	
Start date (month/year):	
Completion date (month/year):	
Name of senior professional staff of your company involved & functions performed (indicate most significant profiles such as Project Director/ Coordinator):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	
Approx. Value of Contract: (Mandatory field) (Mention contract value in INR)	
Duration of assignment (months):	
Total No. of staff- months of the assignment	
Approx. value of the services provided by your company under the contract (in INR):	
No. of professional staff-months provided by associated Bidders:	

Company’s Name: _____

4.2 Technical Bid

4.2.1 Bid Particulars

A - Bidder's Organization

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

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

[Using the format below, provide information on each assignment for which your company was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out Services as requested under this assignment. Bidders should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/ certificate from auditor/ other customer testimonials including video along with supporting certificate from auditors) as required in the form. In case, information required by UIDAI is not provided by Bidder, UIDAI shall proceed with evaluation based on information provided and shall not request the Bidder for further information. Hence, responsibility for providing information as required in this form lies solely with Bidder.]

Assignment name:	
Country:	
Location within country:	
Name of Purchaser:	
Address:	
Annual Turnover/Budget of the Purchaser:	
Start date (month/year):	
Completion date (month/year):	

Name of senior professional staff of your company involved and functions performed (indicate most significant profiles):	
Approx. Value of Contract: (Mandatory field) (Mention contract value in INR values :)	
Duration of assignment (months):	
Total No. of staff-months of the assignment:	
Approx. value of the services provided by your company under the contract (in INR):	
No. of professional staff-months provided by associated Bidders:	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Company's Name: _____

4.2.2 Technical Bid Letter

To:

The Director (Accounts /Legal)
Unique Identification Authority of India (UIDAI)
M/o Electronics & Information Technology, Govt. of India (GoI),
5th Floor, Bangla Sahib Road, Behind Kali Mandir,
Gole Market, New Delhi – 110001

Ref : Bid No. _____

Sir,

We declare that we are the service providers of _____

2. We hereby offer to supply the Services at the cost mentioned in Commercial Bid

3. PERIOD OF DELIVERY

We do hereby undertake that, in the event of acceptance of our Bid, the provision for Services shall be made as stipulated in the Schedule to the Bid Document as given in **Annexure 4.2.3.**

4. TERMS OF DELIVERY

The prices quoted are inclusive of all charges wherever required.

5. We enclose herewith the complete **Technical Bid** as required by you. This includes duly filled and signed **Section IV.**

6. We agree to abide by our offer for a period of **180 days** from the date of opening of the technical bids.

7. We have carefully read, understood and accept the terms & conditions specified in the Bid. We do hereby undertake to services as per these terms and conditions of the bid document.

8. Certified that the Bidder is:

- a) The Constituted Attorney of the Company and the person signing the Bids is the constituted attorney of the Company.

OR

- b) The Principal Officer or his duly Authorized Representative of the Company, and he has the authority to refer to arbitration disputes concerning the business of the Company by virtue of the general power of attorney.

(NOTE: Delete whatever is not applicable.)

9. Bid Securing Declaration Form, in original, is enclosed in the Cover containing **Pre- Qualifying and Technical Bid**.
10. We do hereby undertake, that, until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and placement of Letter of Intent awarding the Contract, shall constitute a binding contract between us.

Dated :- _____,

Sign & seal of the bidderName :

Complete Address :

Telephone/Mobile No. :

Fax No:

Details of enclosures:

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

4.2.3 Delivery Schedule

S No	Activity/ Deliverable	Timeline for completion* (Time in Months)
1	Project Initiation	This is the date of commencement of contract
2	Maintenance of Accounting application software/system	Entire duration of Contract
3	Reporting of all manpower	To+ within 15 days

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

Signature of Bidder

Date

Place

4.2.4 Brief profile of manpower initially proposed to be deployed for execution of contract

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

Location	Role	Educational Qualification	Year of experience	Nature of experience	Current & previous organizations where worked
UIDAI HQ New Delhi	Project Manager				
	Deputy Manager				
	Senior Accounts Executive				
UIDAI HQ/ ROs / Tech Centre	Accounts Executive				

4.3 Commercial Bid

4.3.1 Commercial Bid Letter

To:

The Director (Accounts/legal)
 Unique Identification Authority of India (UIDAI),
 M/o Electronics & Information Technology, Govt. of India
 5th Floor, Bangla Sahib Road, Behind Kali Mandir
 Gole Market, New Delhi - 110001

Dear Sir/Madam,

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

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

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

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Address: _____

Location: _____

Date:

4.3.2 Cost of Services Offered

Annexure 4.3.2

This form shall be used for arriving at the lump-sum of the contract. The form shall include the staff-rates for all the resources proposed to be deployed during the entire duration of the project.

Sl. No.	Manpower Description	No. of Manpower	Year 1 Cost Rs	Year 2 Cost Rs	Year 3 Cost Rs	Taxes in %	Total Amount for period of Contract i.e. 3 years (Excl. taxes) Rs	Total Amount for period of contract i.e. 3 years (Incl. Taxes) Rs
1	Manpower Cost							
1.01	Project Manager at HQ	1						
1.02	Deputy Manager at HQ	1						
1.03	Senior Accounts Executive - HQ	3						
	Accounts Executive at HQ	3						
1.04	Accounts Executive at Regional Offices (Delhi, Mumbai, Ranchi, Lucknow, Chandigarh, Guwahati, Hyderabad, Bengaluru and Tech Centre Bengaluru)	9						
	Total Manpower cost - 1							
2	Operation and Maintenance cost of IT Application (Accounting Software)							
2.01	Operations and Maintenance							
	Total cost of 2.							
GRAND TOTAL (Total of 1 & 2)								

5 Section V – Scope of Work

5.1 Introduction

1. This RFP aims to identify and engage an agency to outsource accounting functions at the Headquarter and Regional Offices of UIDAI.
2. Before its establishment as a statutory authority, Unique Identification Authority of India (UIDAI) was functioning as an attached office under erstwhile Planning Commission. Subsequently, vide gazette notification dated 12th July 2016, Govt. of India established, the Unique Identification Authority of India as a statutory body under the Ministry of Electronics and Information Technology, to exercise the powers conferred on, and to perform the functions assigned to it under the Aadhaar Act, 2016.
3. The head office of the UIDAI is located at New Delhi with eight regional offices at Bengaluru, Hyderabad, Lucknow, Guwahati, New Delhi, Ranchi, Mumbai and Chandigarh and offices for Central Identities Data Repository operations at Bengaluru and Manesar.
4. The Finance & Accounts Division (FD) of the UIDAI is headed by the Deputy Director General (Finance), who is the Financial Advisor in UIDAI. The function of the Division includes screening of proposals involving financial implications, rendering concurrence and advice on financial matters, preparation of budget, expenditure and cash management, drawing and disbursement of funds, releasing payments to staff and vendors, book keeping and preparation of accounts, internal audit, disbursal of pay & allowances, etc. The details are available on UIDAI's website.
5. The average annual budget of UIDAI is in the range of Rs 1,500 crore. It is further estimated that number of financial transactions at Headquarters is 10,000 per annum whereas at each RO estimated number of transactions will be 1000 per annum. More than 90% of the total expenditure of UIDAI takes place at Headquarters.

6. At present UIDAI receives funds mainly from the Central Government in the form of Grants. Additionally, periodic fees from the agencies using Aadhaar services and miscellaneous receipts such as bid fee, penalties, security deposits etc. also form the part of UIDAI's receipt.

5.2 Manpower Service/Maintenance & Operation of Accounting Application.

5.2.1 Accounting Work at HQ and ROs

In recent time, mere accounting is not sufficient, every organization should be financial disciplined, that is very different from day to day accounting. As statutory compliances are also a crucial part, team will ensure that every statutory compliance is fulfilled in time bound manner and without any additional burden on organization finance:

1. **Pre-checking of Release orders/bills:**

This generally involves pre-checking of release orders/authorities, issued by various functional Divisions of UIDAI after satisfying with the contractual requirements for processing of payment, i.e. obtaining of requisite administrative approval and financial sanctions, budgetary classification and availability of funds, availability of valid purchase order/contract and invoice wherever required, checking of GST applicability, correctness of calculations and any other checks as prescribed.

Accounts Division verifies the release orders in terms of statutory requirements viz. GST/TDS deductions, its completeness/accuracy and calculations etc. and prepares payment bill (GAR) in compliance of extant General Financial Rules. The payment is further released to the vendor subject to availability of funds under the specific budgetary head of account. These bills/vouchers are required to be retained as stipulated in Rule 320 of the General Financial Rules, 2017. These bills are maintained in Expenditure Control Register (ECR) and reconciled at regular intervals with Accounting and Tally Software.

2. **Payroll Management and related jobs :**

- Preparation of regular monthly Pay & Allowance bills (Salary) of UIDAI Officials and deduction of related statutory subscriptions/recoveries from the salary viz. GPF/EPF/CPF/DSoPF, NPS, License Fee, CGHS, GIS, Professional tax, Income Tax and

- other deductions etc. through salary software viz. “Saral Pay-pack”.
- Preparation of arrears bills on account of revision in pay, dearness allowance, annual increments etc.
 - Maintenance /Updating of PBR (Pay Bill Register) of UIDAI Officials.
 - Forwarding and remitting of subscriptions/deductions made from the salary (GPF/EPF/CPF/DSoPF, NPS, License Fee, CGHS, GIS, Professional tax, Income Tax etc.) to the concerned statutory authorities/parent organization of the UIDAI Officials on a monthly basis through both demand draft/online basis.
 - To keep record of all the newly joined as well as relieved deputationist officials at regular intervals.
 - Maintenance of savings/investments made by the UIDAI officials and other details etc. to ensure correct deduction of applicable Income Tax from their respective pay & allowances.

3. Statutory Compliance/Taxation:

Ensuring all statutory tax compliances and preparation/submission of Tax Returns such as:

- i. Depositing of periodic challans & filing of Returns for TDS on Income Tax. **(24Q/26Q)**
- ii. Depositing of periodic challans & filing of Returns for TDS on GST. **(GSTR 7)**
- iii. Filing of Returns for GST. **(GSTR 1)**
- iv. Depositing of periodic challans & filing of Returns for GST. **(GSTR 3-B)**
- v. Preparation and filing of Annual Return of Income Tax
- vi. Reconciliation and filing of Annual Return of GST. **(GSTR-9)**
- vii. Issue of Form 16 to UIDAI officials **(Annually)** and Form 16A to vendors **(Quarterly)**.
- viii. To prepare and submit replies to the notice of Income Tax/GST department in respect of HQ and ROs. To liaise/visit the Income tax / GST authorities for resolving any queries/notices and related issues.
- ix. Any other matter related to Income Tax/GST etc. which may arise due to subsequent change in any policy/provisions by the Govt. of India, from time to time.

4. Maintenance of Books of Accounts and Auditing:

- (i) Maintenance of Books of Accounts (Vouchers, Receipts, Bill Register, Cash/Bank Book, Ledgers, Deposit Register, BSD/EMD/PBG Registers, Expenditure Control Registers, Asset Registers and Other subsidiary books etc) as per statutory requirements.
Presently these books of accounts and multiple records are maintained manually. The vendor would initially be required to continue maintaining these records manually, rationalize the number and type of records required to be maintained for ensuring all types of compliance and effective internal controls.
- (ii) Timely preparation/submission of consolidated Annual Statement of Accounts of UIDAI (HQ + ROs) in the standard format (as per statutory requirements) viz. Trial Balance, Income and Expenditure Account, Cash flow statement, Receipt and payment Account, Balance sheet, etc. as per the statutory and functional requirements.
- (iii) Daily posting of entries relating to receipts and payments on Accounting software and periodic extraction/reporting of books and accounts. UIDAI is presently using the following software/portals for managing its accounts/salary/taxation related functions:
- Saral Pay Pack for disbursement of salary and other allowances
 - Compu-Tax software for maintaining and filing TDS related records.
 - Tally ERP for generating vouchers (receipt and payment) and journals.
 - TDS/GST portals for filing of TDS/GST returns
- (iv) Reconciliation of UIDAI bank accounts and PFMS/TSA (Treasury Single Account) Statements. UIDAI is presently maintaining two types of bank accounts, viz. one for receiving Grant-in-Aid from the Central Government and for making payments etc. and the other for receiving license fee, levies, user charges and other receipts. Each Regional Office also maintains its own specific bank as well as TSA Account.
- The number of bank accounts may increase as per the functional requirement of the Authority in future. Further, any other reconciliation as required for compliance purpose as well as to maintain desired level of internal controls shall also be carried out.
- (v) Coordination with C&AG/Internal auditors and providing them with the related records and information pertaining to accounts. Timely preparation and submission of the replies/comments of the Inspection/Half Margin/Observations Memos/SAR etc. made by C&AG/Internal Auditors for timely certification/ adoption of annual accounts of UIDAI.

5. **Financial Management, Budgetary Control and Reporting:**

- Preparation, submission and reporting of the Expenditure incurred and Receipts accrual Statements in the prescribed format, whenever required by Management
- Monitoring of funds position in UIDAI banks for appropriate parking of surplus funds, as per the prevalent practice being followed in UIDAI.
- Submission of Comprehensive MIS reports as per daily requirements from the existing financial systems at respective locations.

6. **Misc. Jobs (Others) :**

- i. Extending support/guidance to the Accounts and other functional Divisions/ Regional Offices on all finance, accounts, audit and taxation related issues;
- ii. Adherence to all extant Govt. Rules, Regulations, Norms etc. at every level of checking.
- iii. Handling with banks with all payment, reconciliation, investment specific issues at own cost and transportation

7. **Any other work pertaining to Accounts Division, as assigned by higher authorities from time to time.**

5.2.2 Maintenance of IT based Accounting Application Software

Maintenance of Accounting application Software and providing the following technical support:

- i. Technical support to UIDAI Hqrs + Regional Offices through phone calls, Whats App and e-mail.
- ii. Handling the change requests from the users and implement in the software.
- iii. Handling of Returned/Cancelled bills requests raised by the users of UIDAI.
- iv. Any other issues viz. OTP/IT related to Accounting Application software

5.2.3 Resource Engagement

1. The Agency will provide skilled resources for carrying out activities mentioned in para 5.2 of scope of work.
2. The requirement of manpower to carry out tasks mentioned in this scope of work shall be assessed by the vendor. However, the UIDAI shall insist on providing a minimum number of resources during the period of Contract, which would be as under:

- a. One Project Manager, One Deputy Manager and Three Senior Accounts Executive at Head Quarter and 12 Accounts Executive during entire period of contract; of which 03 at UIDAI Headquarter, 02 at Bangalore and 01 at each of the remaining Regional Offices.
 - b. To maintain an existing IT based financial management application.
3. The cost of requirement of manpower, in addition to those stipulated as minimum required, for performing obligations specified in this scope of work shall be borne entirely by the vendor and without charging any extra cost to the Purchaser.
4. The manpower provided by the vendor under this contract shall be used specifically for the accounting functions as specified in this scope of work. The vendor shall subsume the cost of resources required for operation & maintenance of IT system under their respective costs.
5. No additional cost shall be charged by the vendor falling under the scope of this RFP, but cost of which are not directly covered under the Bill of Quantities/ Commercial Bid.

5.2.4 Qualification of resources

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

- **Project Manager:**
 - **Essential Qualification:** Should be a qualified Chartered Accountant from Institute of Chartered Accountants' of India with at least ten years of post-qualification experience in Accounts, Auditing, Taxation, Banking (Funds Management) etc.
 - **Desirable:** Master of Business Administration in Finance. Persons having experience of working with Government Organizations/Public Undertakings /Statutory Bodies/Autonomous Bodies will be given preference. He/She should have a quality to oversee the entire accounting functions of UIDAI.
- **Deputy Manager:**
 - **Essential Qualifications:** Should be a qualified Chartered Accountant from Institute of chartered Accountants' of India with at least three years' of

post qualification experience in Accounts, Auditing, Taxation and should have a good knowledge of developing investment strategies, planning, monitoring and managing of funds.

- **Desirable**: MBA (Finance/Accounts). Persons having experience of working with Government Organizations/Public Undertakings /Statutory Bodies/Autonomous Bodies and proficient in “ERP-Tally Accounting Software” will be given preference.
- **Senior Accounts Executive :**
 - **Essential Qualification**: Bachelor’s degree in Commerce with at least five years’ post qualification experience in Accounts, Audit, Taxation and other related functions. The candidate must be Conversant/proficient in “ERP-Tally Accounting Software”
 - **Desirable**: CA (Inter) /ICWAI (Inter) / Post graduate degree in Commerce. Persons having experience of working in a Government Organizations/Public Undertakings/ Statutory Bodies/Autonomous Bodies will be given preference.
- **Accounts Executive :**
 - **Essential Qualification**: Bachelor’s degree in Commerce with at least three years post qualification experience in Accounts, Audit and Taxation related functions. The candidate must be Conversant/proficient in “ERP-Tally Accounting Software”
 - **Desirable**: MBA (Finance/Accounts). Persons having experience of working in a Government Organizations/Public Undertakings/ Statutory Bodies/ Autonomous Bodies will be given preference.

5.2.5 Description of Personnel

- a) The title, job description, minimum qualification, and estimated period of engagement in the carrying out of the Services of each of the Bidder's Personnel are as per the Bidder's Proposal to provide the Services.
- b) The Bidder must provide sufficient number of resources to be deployed to maintain the services delivered and do the necessary ramp up that may be required during the Contract duration.

- c) The Bidder must always provide such minimum number of Personnel as stipulated under Schedule of Requirement, Scope of Work.
- d) Any request for addition of resource shall be met in 30 days. Similarly, 30 days notice will be given for decrease in number of resources or replacement of a resource.
- e) Hardware requirements for staff: Agency should provide at least 4 to 5 laptops to its resources as per their discretion.

5.2.6 Approval of Personnel

In respect of Personnel which the Bidder proposes to use for carrying out of the Services, the Bidder shall furnish necessary details and the tentative engagement plan at the time of signing the Contract.

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

5.2.7 Removal and/or Replacement of Personnel

- a) If, for any reason beyond the reasonable control of the Bidder, any separation of resource from the Bidding firm, retirement, death, medical incapacity, among others, where it becomes necessary to replace any of the Personnel, the Bidder shall provide a replacement of the resource of equivalent or better qualifications.
- b) If the Purchaser finds that any of the Personnel have :
 - (i) committed serious misconduct or have been charged with having committed a criminal action, or
 - (ii) Have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Purchaser's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Purchaser. Any of the Personnel provided as a replacement under Clauses (a) and (b) above the Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

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

5.2.8 Timely performance of tasks

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

5.3 Services

5.3.1 Service Levels

1. Accounts Division is the core Department of this Organization. Hence, it shall be the Bidder's responsibility to ensure availability of required resources during the entire duration of Project. All tasks and timelines will be agreed as per UIDAI requirements and agreed upon within 1 month of signing of the Contract.
2. If the Vendor fails to meet the Service Levels within the Target time limit(s) as specified, the Purchaser shall without prejudice to its other remedies under the Contract, deduct the amount from the Contract value, (liquidated damages).

3. In general, the number of hours working in day shall be 8 hrs 30 minutes and number of working days in a week shall be 5 days.
4. The resources can avail holidays as per UIDAI's list of holidays.
5. As and when necessary, based on release criticality, it is expected that resources deployed will work extra hours including weekdays or weekend in case of emergency like financial year closure etc. without any additional payment.
6. The resources may avail up to a maximum of 4 days of leave in one quarter subject to cap of 12 days in a period of 12 months starting from the date of commencement of Services. However, the resources shall take prior permission from Purchaser for availing any leave.
7. The travelling and hotel expenses of resources deployed under this Contract for official tours carried out on the instruction of the Purchaser shall be borne by the Purchaser as per its own norms.
8. The overall liquidated damages will be maximum of 10% of the Contract Value
9. SLA that is applicable during the Contract period is as under:
 - A.** Timely submission of reports as per agreed schedule
 - a) Within 2 Working days as per schedule – No penalty
 - b) For every day after 2 working day – Rs 500 per day per report
 - B.** Delay in completion of tasks/entries in system
 - a) Within 1 Working day as per schedule – No penalty
 - b) For every day after 1 working day – Rs 100 per delay per day
 - c) Rs 1,000 per day per personnel will be levied for any absence or non availability beyond leave days of resources (Sr. Accounts Executive/Accounts Executive).
 - d) Rs 4,000 per day will be levied for any absence or non availability beyond leave days of Project Manager and Rs.2000 in case of Deputy Manager. UIDAI may consider termination of contract in case Project Manager is not available within 30 days.

e) Timely payment of statutory dues and filing returns are to be ensured. In the event of any delay on the part of entity in payment of statutory dues, filing of returns, penalty imposed by statutory authorities shall be deducted from the bills of firm/Agency.

C. Non-resolution of any issue in IT enabled automated system.

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

b) For each day of delay – Rs. 500 per day

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

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

6 SECTION VI – Appendix

6.1 Appendix A– Contract

CONTRACT

THIS AGREEMENT made on this _____ day of _____ between CEO, Unique Identification Authority of India (hereinafter referred to as “**the Purchaser**”), acting through _____ (Designation), which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and assigns of the FIRST PART ;

And

_____ having its Office at _____ acting through _____ (designation) (hereinafter referred to as “**the Vendor**”) which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators and Legal Representatives of the SECOND PART.

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

A. Bid Document No. _____ regarding _____ including

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

- B.** Clarifications issued by the Purchaser and successful Bidder.
- C.** Pre-Qualification, Technical and Commercial Proposals submitted by the Vendor.
- D.** Order No. _____ dated _____ placed on the Vendor.
- E.** Acceptance of the order vide No. _____ dated _____ by the Vendor.
3. In consideration of the payments to be made by the Purchaser to the Vendor as hereinafter mentioned, the Vendor hereby covenants with the Purchaser to provide the services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.
4. The Purchaser hereby covenants to pay the Vendor in consideration of the provision of the Services as listed in Table below and the remedying of defects therein , the Contract Value or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. **TOTAL CONTRACT VALUE: Rs.....(Rupees.....)**

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

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

 Signature

Name

Designation _____

Address

Date

Place : New Delhi

In the presence of:

Signature.....

Name

Designation _____

Date

Place : New Delhi

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

Signature

Name _____

Designation _____

Address

Date _____

Place : New Delhi

In the presence of:

Signature

Name

Designation _____

Date _____

Place : New Delhi

6.2 Appendix B – Performance Bank Guarantee

PROFORMA FOR CONTRACT PERFORMANCE BANK GUARANTEE BOND

Ref : _____ **Date** _____

Bank Guarantee No. _____

To

Unique Identification Authority of India
 Bangla Sahib Road,
 Behind Kali Mandir,
 Gole Market,
New Delhi - 110001.

Dear Sir,

- In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology, Government of India (hereinafter referred to as the “Purchaser” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with its office at (hereinafter referred to as the “Contractor/Vendor” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), a Contract by issue of Notification of Award No..... dated and the same having been acknowledged by the Contractor, resulting into a Contract, bearing No.....dated.....valued at _____ for hiring of agency for **“Outsourcing of Accounting Function in UIDAI”** and the Contractor having agreed to provide a Performance Bank Guarantee for the faithful performance of the entire Contract not exceeding Rs _____ (in words & figures).
- We.....(Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the “Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do

hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.

3. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
4. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Purchaser may have in relation to the Contractor's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s)/Vendor(s).

- 6. Notwithstanding anything contained hereinabove:
 - a. Our liability under this Guarantee is restricted to..... (INR).
 - b. This Bank Guarantee will be valid up to and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by UIDAI on whose behalf this guarantee has been given and
 - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by owner on or before

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

WITNESS.....

.....

(Signature)

(Signature)

.....

.....

(Name)

(Name)

.....

.....

(Official Address)

(Designation with Bank Stamp)

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

6.3 Appendix C – Bid Securing Declaration Form

“Bid Securing Declaration Form”

To

Unique Identification Authority of India

M/o Electronics & Information Technology,
Government of India
Bangla Sahib Road, Behind Kali Mandir,
Gole Market, New Delhi – 110001

We, the undersigned, declare that:

We, M/s.....(herein referred as vendor) understand that, according to Bid clause No. 2.6, Bids may be supported with a Bid Securing Declaration

We will automatically be suspended from being eligible for bidding in any Bid, request for proposal or other similar invite with the Unique Identification Authority of India (herein referred as Purchaser) for the period of three years, starting on Bid submission closing date, if we are in breach of any of the following obligation(s) under the Bid conditions:-

THE CONDITIONS of this obligation are:

- i. If a Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid; or
- ii. If the Formats to prepare the price bid are found to be modified by the Bidder; or
- iii. In the case of a successful Bidder, if the Bidder fails:
 - to accept the notification of award and sign the contract in accordance with Section 2.16 of the RFP;
 - to furnish Performance Bank Guarantee in accordance with Section 2.17 – Performance Bank Guarantee of the RFP.
 - If Bidder withdraws its proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Bidder).

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 later.

(Signature) Authorized

Signatory

Name : _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

6.4 Appendix D - Non-Disclosure Agreement

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

WHEREAS, _____ we _____ the _____ undersigned _____ Bidder, _____, having our principal place of business/ registered office at _____, _____, are desirous of bidding for Bid No..... covering “ _____ ” (hereinafter called the said 'RFP') to the CEO, Unique Identification Authority of India, having its office at 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 Biding 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 Biding 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 & maintain appropriate security measures to provide for the safe custody of the Confidential Information & 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 Biding 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 & Designation:

Place:
Date :