REQUEST FOR EMPANELMENT

of

SOFTWARE DEVELOPMENT AGENCIES (SDAs)

Unique Identification Authority of India (UIDAI)
Ministry of Electronics and Information Technology, Govt. of India

7th Floor, Aadhaar Building,

Bangla Sahib Road, Behind Kali Mandir

Gole Market, New Delhi-110001

Ref. No. F. No. HQ-24/5/2021-TECH-II-HQ

Date of Publishing RFE:03rd March 2022

<u>Preamble</u>

Unique Identification Authority of India (**UIDAI**) was established in the Year 2009, as an attached office of the then Planning Commission (now NITI Aayog) vide its Gazette Notification No.-A-43011/02/2009-Admn.I dated 28th January, 2009. Subsequently, the Government revised the Allocation of Business Rules on 12 September, 2015, to attach UIDAI to the then Department of Electronics & Information Technology (DeitY), Ministry of Communications and Information Technology, now Ministry of Electronics & Information Technology (MeitY). On 26 March 2016, The Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 ("**Aadhaar Act 2016**") was notified in the Gazette of India. Subsequently, vide gazette notification dated 12th July 2016, Govt. of India established the UIDAI, to exercise the powers conferred on, and to perform the functions assigned to it under the Aadhaar Act, 2016. The Aadhaar Act, 2016 was further amended pursuant to the Aadhaar and Other Laws Amendment Act, 2019. For further details UIDAI official web site - https://www.uidai.gov.in may be referred to.

SECTION I – Invitation to interested Software Development Agencies

1.   This Request for Empanelment ("**RFE**") is for the empanelment of agencies having proven expertise in Digitalization of Business processes through System Analysis, Design, Development, and Implementation using latest available technologies. Empanelled agencies would partner with UIDAI to enhance the online experience of the residents offered through various channels by the UIDAI. Engagement would provide the agency to develop world-class solutions using open source technologies at India scale.

2.   UIDAI had empanelled Software Development Agencies ("**SDAs**") by an empanelment process carried out in the year 2020 for a period of two years. A total of 04 software development agencies are empanelled as of now. It is now intended to increase the number of empanelled SDAs through this RFE.

3.   **Termination of Existing Empanelment of SDAs with UIDAI**- Empanelment of all SDAs empanelled in the year 2020 shall be treated as over as far as new allocation of projects/ assignments is concerned. However, those SDAs which have been allocated any projects/assignments prior to completion of empanelment process under this RFE shall be allowed to complete their work on T&Cs of existing empanelment. All SDAs empanelled in 2020, intending to renew their empanelment with UIDAI will be required to apply afresh under this empanelment.

4.   **Term of Empanelment.** Following are the terms and conditions for the empanelment: -

    4.1   The empanelment contract will be applicable initially for a period of 2 years (two years) from date of signing of the contract(s). The period of empanelment may be extended by 1 year (one year) or part thereof in multiple instances at the sole discretion of UIDAI, through a written notice of at least one month.

    4.2   It is proposed to empanel SDAs as **Tier 1** or **Tier 2** as per following **Eligibility Criteria**:

Category	Minimum Average Annual Turnover from Software Development/ maintenance projects	Total number of Agencies proposed for Empanelment
Tier 1	>INR 25,00,00,000/- (Above Rupees twenty-five crore) **for last 2 financial years in each year**	Up to 8
Tier 2	≥ INR 10,00,000/- (Equal to or more then Rupees ten lakhs) for last two financial years in each year. For Startups/Micro and Small Enterprises for last one financial year	Up to 8

    4.3   The agency may apply for only one category as defined through this RFE document.

    4.4   Post empanelment, selection procedure for issuance of Work Order / Purchase Order will be as per requirements and at total discretion of UIDAI Business Divisions and governed through detailed SDA Selection process outlined in this RFE document. The business divisions of UIDAI may decide to engage SDAs from Tier 1 or Tier 2 as per their perceived

requirements. However, the following criteria shall be generally used for selection of SDA for a project:-

(a) Tier 1 SDAs. - Projects with anticipated cost > 20 Lacs

(b) Tier 2 SDAs. - Projects with anticipated cost ≤ 20 Lacs

Likely Scope of Work for SDAs

5.   This RFE intends to identify and engage agency(ies) to provide Software Development/maintenance services to UIDAI in either of the two engagement models enumerated ahead in the document. The agencies shall work in close collaboration with UIDAI Technical Team(s) in creating solution for business/technology domain problems. An engagement of the SDA with UIDAI would essentially cover following complete (or partial) deliverables: -

   a.   Capture of the Product Documentation/Requirements

   b.   Detailed Solution of the Business Problem

      (i)   Live Documentation of the High Level and Low-Level Design/ Architecture Document

      (ii)   API Specifications

   c.   Test Cases and Test Automation Scripts

   d.   Agile Development Plan

   e.   Source Code of the Solution

   f.   Test Automation Output

   g.   Software Maintenance Manual

   h.   Security Analysis Report and Compliance to the Vulnerabilities

6.   The empanelled agencies shall provide high quality technical resources and Software development services. UIDAI shall provide the details of proposed project at the time of assignment of the project. Indicative list of projects which the empanelled agencies would be expected to perform through their manpower is provided below: -

   (a) **Core UIDAI Application development and maintenance consisting of application clients, backend, API/endpoints etc.**

      (1) **Supporting Applications such as: -**
         (i)   Enrolment Server Redesign
         (ii)   Authentication API Redesign
         (iii)   Development of Products for proliferation of Authentication and eKYC Services
         (iv)   Digitalization projects like Back-office Automation
         (v)   Data Platform Solution
         (vi)   Fraud Analytics Platform

     (vii)   Engagement Portals for Partners and Public

     (viii)   Mobile applications

(2) **Other services such as: -**

     (i)   Development on Integration Touch Points

     (ii)   Sample application for POC studies

     (iii)   Reference implementations for UIDAI ecosystem partners.

     (iv)   Consulting service for requirements analysis, technical design and PoC

(b) Niche solution development using AI/ML & Blockchain Technologies

(c) Design and development of DevOps and MLOps Pipelines

SECTION II – Instructions to interested Agencies

7.   This RFE is not an Agreement and is neither the offer of empanelment by the UIDAI to the interested Agencies or any other person. The information in RFE is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

8.   Online Submission of proposal shall be deemed to have been done after careful examination with full understanding. Proposals should be submitted online only through https://eprocure.gov.in/eprocure/app not later than the date and time laid down in the RFE. More information useful for submitting online bids on CPPP Portal is available at: https://eprocure.gov.in/eprocure/app. Manual submission of bids shall not be accepted.

9.   Not more than one proposal shall be submitted by one interested Agency/Agencies having business relationship. A breach of this condition will render the bids of both parties liable to rejection.

10.   Intending agencies are advised to visit UIDAI website https://uidai.gov.in/ecosystem/uidai-ecosystem/tenders.html and CPPP website again at least 3 (three) days prior to closing date of RFE for any corrigendum / addendum/ amendment.

11.   Single packet bid submission system will be followed for this RFE.

12.   Organisation Structure, Company Experience (**Annexures 'A' & 'B'**) and all documents that will be uploaded on the portal shall be signed by authorized signatory of the intending agency.

13.   **Schedule for Invitation to RFE**

    a)   **Addressee and Address:**

Unique Identification Authority of India (UIDAI),

Ministry of Electronics & Information Technology, Govt. of India,
7th Floor, Aadhaar Building,

Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi-110001

b)   **Name of the Contact Person for any clarification:**

Sh. Man Mohan Singh, Section Officer (Tech-II)

E-mail – manmohan.singh@uidai.net.in

Queries should be submitted via E-mail or in hardcopy.

c)   **Important Dates**

Published Date	03.03.2022 at 1730 hrs
Pre-bid Meeting	21.03.2022 at 1500 hrs at Unique Identification Authority of India (UIDAI), 7th Floor, Aadhaar Building, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi-110001 Or through Video Conferencing (VC)
Submission of queries for Clarification, if any	25.03.2022, till 1730hrs
Clarification / corrigendum	08.04.2022
Bids Submission Start Date	15.04.2022
Bids Submission End Date	29.04.2022 at 1700 hrs
Bids Opening Date	02.05.2022 at 1130 hrs

14.   The bid shall remain valid for 180 (one hundred and eighty) days after the last date of submission of bid. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive. All pages of the bid being submitted must be legible, signed and sequentially numbered by the interested agencies before uploading.

15.   **Bid Security Declaration.** The SDAs need to provide a 'Bid Security Declaration' as under: -
"If we withdraw or modify the bid during the period of validity, or if finally shortlisted for the empanelment and we fail to sign the Empanelment Contract, or fail to submit the Empanelment Security Deposit of (Rs. 05 lakh for Tier 1 and 01 lac for Tier 2) or withdraw or fail or refuse to sign the contract, before the deadline defined in the 'notification for empanelment', we may be suspended for the period of 3 (three) years from being eligible to submit any proposal/ bids for contracts with UIDAI"

16.   **Integrity Pact & Non-Disclosure Agreement (NDA) –** Except with the prior written consent of UIDAI, Empanelled agency and/ or its personnel shall not at any time communicate to any person or entity, any confidential information acquired in the course of discharge of Services, nor shall the Empanelled agency and the personnel make public the recommendations formulated in the course of or as a result of discharging their services. Each agency shall submit integrity pact & Non-Disclosure

Agreement (NDA) duly signed as part of pre-qualification criteria in accordance with the format given at **Annexure- 'D' & 'E', respectively.**

17.   **Empanelment Agreement-** An Empanelment Agreement incorporating General Conditions at Section IV will be signed between UIDAI and finally empanelled SDAs**.**

18.   UIDAI Information Security Guidelines for Third party (Empanelled Agencies) – All empanelled SDAs will have to abide by UIDAI Information Security Guidelines as amended from time to time and are given at **Annexure –'F'**.

19.   **UIDAI's Right to Annul the Empanelment Process-** UIDAI reserves the right to not accept any bid and to annul the RFE process or reject all bids received at any time prior to entering of the empanelment agreement, without thereby incurring any liability to the affected Agency or Agencie**s** or without any obligation to inform the affected Bidder or Bidders of the grounds for the UIDAI's action**.**

20.   **Authorized Signatory -** The Agency's authorized representative who signs the bid on behalf of the Agency shall be its 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 Agency's authorized representative only. It is further clarified that the individual signing the bid or other documents in connection with the bid must submit copy of Power of attorney or board resolution in the name of the representative. The Agency shall clearly indicate that the person signing the bid have capacity to sign the bid. The Agency shall sign and seal all documents/pages of its bid with the exact name of the entity with whom the contract is to be signed, if selected. The agency with whom the contract is being signed shall sign each page of the contract and affix the seal of the Company/ Partnership, as indicated. At any time prior to the last time and date for receipt of RFE, the UIDAI, may, whether on its own initiative or in response to a clarification requested by prospective Agencies, modify the RFE Document by an amendment.

21.   All prospective Agencies requiring any clarification of the RFE Document may notify UIDAI in writing at the UIDAI's mail address indicated in the RFE. Any sub-agency's, contractors, sub contractors, joint-ventures, partnerships or consortiums shall not be allowed.

Evaluation of Bids

22.   The agencies will be required to submit a pre-qualification cum technical bid only. The interested agencies will be evaluated by a two stage process as under:-

(a) **Stage I –   Prequalification.** Agencies will be evaluated as per the pre-qualification criterion set out in succeeding paras.

(b) **Stage II – Technical Evaluation**. All agencies who qualify in the prequalification process will be evaluated as per the technical evaluation criterion by a Technical Evaluation Committee (TEC).

23. **Prequalification Evaluations:** The agencies will be evaluated as per the Pre-Qualification Criteria provided in the table as under: -

S. No.	Eligibility Criteria	Insert Value or Other Response	Reference of where the proof is enclosed in the bid
1.	The agency shall submit a cover letter indicating the Category (i.e. Tier 1 or Tier 2) for which it intends to apply. The covering letter shall indicate that all terms and conditions mentioned in the RFE document have been read carefully and shall be adhered to throughout the course of empanelment.	Covering Letter	
2.	The agency should be a Company registered for providing software development and application maintenance services in India under the Companies Act 1956 / 2013 or a partnership registered under the Indian Partnership Act 1932 with their registered office in India for the last **two years** as on **31st Dec 2021**. Copies of relevant documents must be submitted. For Startups/Micro and Small Enterprises, the minimum period of registration will be one year as on 31 Dec 2021.		
3.	The Agency should have a **Positive Net Worth for each** of the last two Financial Years (i.e. 2019-20 and 2020-21). Relevant CA/CS certificate shall be submitted by the agency for the stated financial years. For Startups/Micro and Small Enterprises, this condition will not be applicable.		
4.	The agencies should have an **average annual financial turnover** from software development/maintenance and related IT services, for **last 2 financial years** (i.e. FY 2019-20 and 2020-21), as per the table below for the category for which the agency is submitting the bid:- <table><tr><td>**Category**</td><td>**Minimum required Average Annual Turnover**</td></tr><tr><td>**Tier 1**</td><td>>INR 25,00,00,000/- (Above Rupees twenty-five Crore) **for last 2 financial years for each year**</td></tr><tr><td>**Tier 2**</td><td>≥ INR 10,00,000/-(Equal to or more then Rupees ten lakhs) for the last two financial years for each year. For Startups/Micro and Small Enterprises for last one financial year.</td></tr></table> **Turnover from Supply of Hardware/IT infrastructure and their associated maintenance services shall not be considered.**		
5.	Agency must submit a Power of Attorney or Board Resolution or partnership resolution in the name of the Authorized Signatory for this bid.		
6.	Agency must provide a copy of the following in the name of the company/ agency submitting the bid: a) PAN card b) GST registration		
7.	Agency must have experience of having successfully provided services similar to those as defined in the scope of work mentioned in this RFE		**Annexure-B**

	document since 1st April 2018 till 31.12.2021 for at least 3 (three) projects for Tier 1 and 01 project for Tier 2, costing not less than the engagement value for each project as per table below: - **Engagement Value for Category** 	Tier 1	Tier 2
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INR 50 Lakh	INR 05 Lakh			
8.	Agency shall submit an undertaking of Non-Blacklisting (during the last five years) by any agency / department / etc. under the Central / State / PSUs as on the bid submission date.		
9.	Bid Security declaration as per para 15 above is to be submitted with the bid.		
10.	Agency must have at least below qualified professionals with technology matrix defined at para 26 (a) (ii) in this RFE, working on the associated areas related to scope of this RFE on its rolls since 01st Jan 2021 till 31st Dec 2021 as under: - **Number of Resources** 	Tier 1	Tier 2
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100	5 | The agency shall submit an undertaking by the CEO/HR head of the organization indicating adherence to the above mentioned resource requirements.		**Annexure-B**

Note

The Agencies are requested to furnish documents to establish their eligibility (indicating the reference page number in the bid against the proofs submitted) for each of the items given in Prequalification Criteria as above. Relevant portions in the documents should be highlighted. If a bid is not accompanied with all necessary documents, it may be summarily rejected.

- Undertaking for subsequent submission of any of the eligibility documents will not be entertained. However, UIDAI reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.
- All documents bearing signature of Authorised signatory and stamp of the Company/ Partnership should be submitted electronically in PDF format. Upon verification, evaluation/assessment, if in case any information furnished by the Agency is found to be false/ incorrect, their bid will be summarily rejected and no correspondence on the same shall be entertained. Submission of false/forged documents will lead to cancellation of the bid and blacklisting of agency for a minimum period of 3 (three) years from participating in UIDAI tenders/RFEs.
- The bids conforming to the pre-qualification criterion only will be considered for further Technical evaluation. If there is any lack of clarity in the submitted eligibility documents, UIDAI may ask concerned agency representative to either furnish relevant documents or to be present physically to prove their eligibility.

24. **Relaxation in Pre-Qualification criteria for MSMEs & Start-ups**. Relaxation in Pre-Qualification criteria for MSMEs & Start-ups will be in line with Public Procurement Policy for MSEs Order, 2018 which is effective from 1st April 2019 and Office Memorandums as issued from time to time by Government of India and Relaxation of Norms for Startups Medium Enterprises in Public Procurement Regarding Prior Experience-Prior Turnover criteria issued by Ministry of Finance, Department of Expenditure, Procurement Policy Division vide letter No. DPE/7(4) 2017 – Fin dated 08th November 2016 and OMs issued from time to time by Govt. of India, subject to meeting of quality and technical specifications.

25. The Orders under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as issued from time to time by Government of India shall also be applicable under this RFE.

26. **Technical Evaluations.** Technical Evaluation Committee (TEC) will shortlist Technical bid of the agencies who qualify in the pre-qualification criteria. Agencies will be required to submit written citations of their projects. Agencies shall be shortlisted, based on the relevancy of citations. Shortlisted agencies shall be asked to give a presentation to the evaluation committee and officers to be nominated by UIDAI along with demonstration of the projects and its capabilities with regards to technical manpower. Marking shall be done based on citations and the presentation. Total marks will be 100. Details are as under:-

    (i)   Projects execution experience   -   **15 marks.**

    (ii)   03 numbers of Project Citations for Tier 1 & 01 Project Citation for Tier 2 (**20 marks each for Tier I and 60 marks for Tier II**).

    (iii)   Presentation   -   **25 marks.**

(a) Projects Execution experience evaluation

Empanelment Category	Criteria	Max Marks (15)
Tier 1	Successfully completed services similar to those as defined in the scope of work having a minimum project value per project of INR 50 Lakh for- 1. 3 to 5 projects - 5 marks 2. 6 to 8 projects - 10 marks 3. 9 or more projects - 15 marks	
Tier 2	Successfully completed services similar to those as defined in the scope of work having a minimum project value per project of INR 05 Lakh for- 1. 1 to 3 projects - 10 marks 2. 4 to 5 projects - 12 marks 3. 6 or more projects - 15 marks	

Note.

Details of projects executed since 1ˢᵗ April 2018 till 31.12.2021 including copy of Work Order with value clearly indicating the required scope and engagement value should be submitted as part of **Annexure-B** . For the projects cited under this, the Agency needs to provide completion certificate or proof of release of 90% of payment.

(b)   **Project Citations Evaluation.**

	Evaluation Criteria
A	**Previous experience in Software projects**
	Interested Agency shall submit details of (3 for Tier 1 & 01 for Tier 2) innovative projects which they have undertaken in the technical bid. All these projects should have gone live or should have been in last 5 (five) years ending on 31.12.2021. Interested Agency should demonstrate the capability to deliver complex projects using open-source technology stack to address large scalability, advanced security, high reliability, large traffic volume / concurrent users and 24x7 availability. The projects as mentioned by agency should demonstrate some of the aspects such as Digitalization/Digital Transformation/Open Source technologies/AI/ML/Data Security/Omni-Channel Development, Advanced algorithms, scalability, mobile and web innovations, security, big data analytics, automated DevOps, automated testing, etc. Projects using micro services and frontend development segment may also be included.
B	Evaluation of the projects will be based on the above factors. Projects that are live in production will carry higher weightage during evaluation. Submitted projects may be verified through an independent agency for above details.
C	1. A maximum of 3-page write-up (for all three projects for Tier 1 & one project for Tier 2) should be furnished as part of the Technical bid.
	2. **Agencies shall also fill the relevant project details in Column '2' of Table at Annexure- 'C' (03 tables to be submitted for three projects for marking by Tier 1 and 01 Table for Tier II)**

Note. Documents from **Annexure-A to C** duly filled to be uploaded along with the technical bid).

(i) Along with the above project citations submitted as per **Annexure 'C'** will be evaluated on Technical parameters as under: -

	Tier – 1, Project -1 (Name of the Project/Solution)	
S. No.	**Criteria**	**Max Marks (20)**
1	**Technology used** Marks will be awarded as follows:	**05**

	(a) **Complexity of system design- 2 marks.**		

	(a) **Complexity of system design- 2 marks.** Project includes the following modules with availability of 24x7: • API-based online services, for public or internal use; • Workflow processes (i.e. stage-driven asynchronous back-end processes) and batch processes; • Omni-channel applications, i.e. applications for different UX channels such as mobile, web portals, SMS, IVRS, chat & social media; If project includes all of the above modules – 2 marks; If project includes 2 of the above modules – 1 mark; All other cases – 0 marks; (b) **Use of data analytics – 1.5 mark** (c) **Developed for Cloud Environment – 1.5 mark**	
2	**Use of artificial intelligence/machine learning** Marks will be awarded as follows: i. Use of AI/ML to solve vision related problems – 0.5 marks; ii. Use of AI/ML to solve NLP and translation related problems – 0.5 marks; iii. Framework for accuracy measurement & version control of AI/ML models – 0.5 marks; iv. Automated deployment of AI/ML models in production using auto-scaling technology and with live monitoring of performance – 1 mark; v. Deployment of AI/ML models on mobile & edge devices – 0.5 marks; All other cases – 0 marks;	**03**

3	**Architecture:**	**07**
	a) **Modularity (API/Micro-services):03 marks**	
	Marks will be awarded as follows:	
	i. Use of layered architecture – 1 mark;	
	ii. Use of API-first principles – 1 mark;	
	iii. Use of microservices with 5 end points and with relational database as data source – 1 mark;	
	b) **Scalability**: **02 marks**	
	Marks will be awarded as follows:	
	i. Auto-scaling using containerization & orchestration – 1 mark;	
	ii. Elasticity in deployment with automated provisioning & de-provisioning of infrastructure resources – 1 mark;	
	All other cases – 0 marks;	
	c) **Omni channel applications: 02 marks**	
4	**Impact/footprint; Large traffic volume /concurrent users (Applicable for Tier I only)**	**05**
	Marks will be awarded as follows:	
	i. Developed microservice, or equivalent, with relational database as data source, and with minimum throughput of 1000 requests per second for any endpoint – **1.25** marks;	
	ii. Developed microservice, or equivalent, with NoSQL database as data source, and with minimum throughput of 1000 requests per second for any endpoint – **1.25** marks;	
	iii. Developed workflow process, with minimum of 15 activities, and with minimum business transaction throughput of 500,000 per day – **1.25** marks;	
	iv. Developed omni-channel application, with minimum of 1000 concurrent users, for any activity excluding login or authentication, for web or mobile channel – **1.25** marks;	
	All other cases – 0 marks;	

Note. For Tier 2, one project citation will be evaluated only for Serial no. 1, 2 & 3 only. The 60 marks will be allocated as under:-

S. No.	Criteria	Max Marks (60)
1.	Technology used	20
2.	Use of artificial intelligence/machine learning	12
3.	Architecture/Design	28

(ii) .   The evaluation committee shall evaluate the projects with special emphasis on use of following 'Technology Matrix: -

No.	Technology Category	Technology Components
1	Programming languages and frameworks, libraries	• Python / R / Java or J2EE, GoLang, • Tensorflow, numpy, scikit, matplotlib • Spring Boot, Spring; • Hibernate/JPA; • Spring Cloud/ZUUL/Kong API Gateways
2	Databases	• Relational database such as MySQL or PostgreSQL; • NoSQL database such as HBase or Cassandra; • Graph db • Exposure to Sharded DB
3	Middleware & Portal	• Application Server such as Apache Tomcat or Jetty or Nginx; • Message queues such as Apache Kafka or RabbitMQ; • ESB such as Mule, Spring Integration or Apache Camel; • Portals such as Joomla/ReactJS/Angular/ExpressJS or similar platforms • Understanding of Micro Frontend Framework • Understanding CNCF cloud products/tools for RBAC and Security Administration • In-memory platforms such as Apache Ignite or Redis;
4	Data Integration, BI and Analytics	• Analytics platform such as Apache Kudu or Druid or HBase; • Data Integration platform such as Apache Flink or Spark; • Data ingestion or query technologies such as Apache Pig or Hive or Impala or Presto;
5	Mobile Apps	• Mobile platforms such as Android or iOS or KaiOS; • Mobile application frameworks such Kotlin/ReactNative/Flutter/Ionic; • Experience in Mobile App Release Automation using Fastlane • Experience in using Code push or similar platform
6	Workflow	• Airflow • Actviti • Luigi • Oozie • Or any custom workflow development experience

(c) **Projects Presentations.** TEC may ask the agency/s to demonstrate their capability during presentations to determine their eligibility for empanelment. Marks for presentations would be awarded as under:-

S. No	Presentation Coverage	Max Marks (25)
1	Programming languages and frameworks, libraries used in project(s)	4
2	**Use of databases** like MySQL or PostgreSQL; NoSQL database such as HBase or Cassandra; Graph db	4
3	**Strengths in Middleware & Portals -** Apache Tomcat or Jetty, Message queues such as Apache Kafka or RabbitMQ; Portals such as Joomla or Drupal or Java/ PHP; In-memory platforms such as Apache Ignite or Redis;	4
4	**Data Integration, BI and Analytics** – Use of Analytics platform such as Apache Kudu or Druid or HBase; Data Integration platform such as Apache Flink or Spark; Data ingestion or query technologies such as Apache Pig or Hive or Impala or Presto;	4
5	**Mobile Apps** – Use of mobile platforms such as Android or iOS; Mobile application frameworks such as Kotlin/ReactNative/Flutter/Ionic/VueJS	4
6	**Work flow** – Airflow, Activity, Luigi, Oozie or custom workflow development	3
7	**Organizational Strength**	2
	Total	**25**

27.   **Final Technical Evaluation**. Sum total of marks obtained for three & one project(s) for Tier 1 & Tier 2 respectively (as above), and presentation will be compiled for each agency. Minimum technical score for any agency to be considered for empanelment is **50 marks.** All agencies obtaining 50 or more marks will be arranged in descending order of marks obtained.

28.   UIDAI will empanel up to eight (8) agencies for each tier as SDAs, based on descending order of their Technical Evaluation marks. Notification of empanelment for the selected agencies will be issued to all 08 agencies in both the tiers. In case any of the agency(ies) shortlisted fails to sign the empanelment agreement or fails to submit the Empanelment Security Deposit, offer for empanelment may be extended to the next agencies in the order of technical evaluation marks.

29.   UIDAI reserves the right to increase or decrease the number of agencies to be empanelled through this RFE without assigning any reason.

Notification of Empanelment and Signing of Contract

30.   All finally shortlisted agencies for both tiers will be intimated about their selection for empanelment, in writing and within 30 (thirty) days of receipt of the Notification of the empanelment from UIDAI, the successful Agencies shall be required to sign and stamp with Company/partnership seal the empanelment contract and return it to the UIDAI.

31.   Within 14 (fourteen) days of the receipt of Notification of empanelment from the UIDAI, but before the signing of the empanelment agreements, the successful Agencies shall furnish the Empanelment Security Deposit of **Rs. 5,00,000.00/- (Rupees Five Lakhs only)** for Tier 1 and **Rs. 1,00,000.00/- (Rupees One Lakh only)** for Tier 2 in form of irrevocable Bank Guarantee valid for two months beyond the period of empanelment. All Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organisation or the concerned Ministry or Department will be exempted from submission of empanelment security deposit. In case finally selected SDA refuses to undertake the project work assigned due to any reasons, their empanelment will be cancelled along with forfeiture of empanelment security deposit.

SDA Engagement Model

32.   UIDAI has conceptualized Software Development Agency based engagement model to undertake both long term and short-term development of resident centric digital transformation software applications or research oriented POC applications using the open-source technologies. Actual SDAs engagement on UIDAI projects would fall into either of the two models listed below along with the broader scope of work and risk handling.

(a)   **Model-I:**   **Time & Material (T&M) based Engagement for a Fixed Duration**:- This model of engagement would be invoked by UIDAI to ramp up the existing internal software development team of UIDAI (essentially consisting of Young Professionals and Architects) in rapid timeframe to work on a PoC/Research Oriented Developmental/Exploratory Development/Operational Support work. In this model of engagement 'X' number of associates in varied roles and experience in the UIDAI identified technology domains would be on-boarded for a defined period. Outcome related risks of this engagement will be owned by UIDAI. Knowledge gained or IPR created through this engagement by the SDA can be used anywhere for any other client/project, as long as it doesn't violate the data privacy rules of the UIDAI and with one time approval.

(b)   **Model –II: Fixed Price Based Engagement**.   This model of engagement would be invoked by UIDAI for project(s) with well-defined scope (both functional and non-functional) using open-source technologies. The project duration, agile delivery plan and team structure for this kind of project would be prepared by the SDA. Outcome related risks for this engagement model would be with the SDA, subject to the fact that there is no strong external dependency on any project(s) or administrative approval(s).

Section –III: Post Empanelment, Proposed SDA Selection/Evaluation Methodology for allocation of work

33.   **Model I: Time & Material (T&M) based Engagement for a Fixed Duration:** Following selection process would be adopted for selection from the empanelled list of the SDAs.

(a)   **Selection Process along with the Proposed Timeline**

Phase	Description of the Phase	Ownership	Time Duration
Phase I: Project Initiation Phase	In this phase, UIDAI would share a 1~2 page engagement brief covering scope, open source technology landscape, type of resources required (including skill set expectations and years of experience), security consideration, IPR ownership, Risks and mitigation plan. Document would also provide Annexures covering Technical & commercial proposal formats. The document would also clearly define the evaluation criteria as defined above.	Business or Technology Development or Operation division.	T_0 : The day of circulation of brief through email kick starts the process.
Expression of Interest Phase	All empanelled SDAs to carefully review the engagement brief and share their willingness.	SDA	$T_0 + 7$ Days
Engagement Interaction Meet	In this phase, UIDAI would conduct a conference call with the SDAs to explain the scope, selection methodology and risks. In addition, it would clarify the queries of the bidders (limited to the scope of the engagement).	Business or Technology Development or Operation division	Within $T_0 + 10$ Days
Release of the Online Platform	UIDAI would release the details of the online platform for evaluation of proposed resources.	Technology Development/Operations Division	$T_0 + 15$ Days
Evaluation of the Potential	SDA would use the Online platform to evaluate the	SDA	$T_0 + 25$ Days

Resources /Associates	potential list of associates, who may be detailed for the engagement. SDA may use the online platform for more than the required strength (not more than the twice the required strength) to shortlist and propose best of the resources to maximize winning probability.		
Submission of Technical and Financial Proposal	SDA would submit Technical and Financial Proposal in two separate envelops on UIDAI announced submission date (generally $T_0 + 30^{th}$ **Day**). Technical Proposal to have followings:- (a) CV of the Shortlisted Resources as per the UIDAI Standard Format (b) Proposed On-boarding Schedule (c) SDA Experience in the engagement technology domain Commercial proposal to include man-month cost of each associate category (excluding the tax) as per the UIDAI shared format.	SDA	$T_0 + 30$ **Days**
Techno-Commercial Evaluation	Evaluation of Technical and Commercial Proposal by UIDAI nominated committee. Committee to evaluate the Technical proposals and thereafter the Commercial bids will be opened only for Technically qualified SDAs.	Business or Technology Development or Operation Division. The Evaluation Committee would be formulated by the Business Division with the following Composition- (i) ADG Application, Tech Centre (ii) Chief Architect (Optional) (iii) Chief Product Manager (Optional) (iv) Senior Technology	$T_0 + 40$ **Days**

Architect, UIDAI (optional) (v) ADG (Finance), member IFD (vi) Chairman and/or Other Members to be decided by the Business Divisions (Members from Tech Centre may also be incorporated.)			
Administrative Approval and issue of Purchase Order/Change Request	Administrative Approval of the Proposal and issuance of Purchase Order and Change Request Approval Order.	Business or Technology Development or Operation Division	T_0 + 60 Days

(b) **Evaluation for Model I: Time & Material (T&M) based Engagement for a Fixed Duration.** QCBS based evaluation would be followed for selection of the SDA. In QCBS model, 70% weightage would be given for Technical Score and 30% weightage for the Commercial Score. Technical and Commercial evaluation process is defined in the subsequent paragraphs.

(i) **Technical Evaluation**

(aa) Each technical proposal would be graded on a scale of 100 marks as per the following distribution.

Sr. No	Criteria	Material/Artefact	Marks	Remarks
(i)	Experience of the Associates/Resources proposed as part of the Team.	CV of the Associates	20	Individual score of the Associates would be averaged out to find the team score.
(ii)	#Average Score of the Proposed Team in the Online Platform test	Online Portal Score of the Individual Team Members	40	Team score would be derived through average.
(iii)	Proposed On-boarding Duration (a) 0-15 Days of all resources – 30 Marks (b) 16-30 Days for		30	

	all resources - 20 Marks (c) 31-45 Days for all resources - 10 Marks (d) More than 45 days – 0 Marks **Note: All resource SLAs as per Annexure – 'G' (SLA001 to SLA004) will be Applicable**.			
(iv)	Experience of the SDA in similar domain problem	SDA experience document	10	

(bb)   Each associate proposed for the engagement would be evaluated through a well-known online portal that would be facilitated by the UIDAI. UIDAI would formulate the question bank appropriate for the engagement and would provide links for the associates to take tests. Each associate would be evaluated for total of 100 marks.

(cc)   Each SDA can field twice the number of associates required for the engagement.

(dd)   UIDAI may decide to conduct each online valuation or a random set of evaluation as a pair-coding kind of session.

(ee)   Some of the positions may not be possible to evaluate through the online platform. Same would be handled through interview session by the committee members and would be scored out of total 100 marks. Details of the same would be shared in the initial engagement brief.

(ff)   Each CV of the associate would be evaluated for 20 marks under following criteria: -

Sr. No	Description	Max Marks	Remarks
(i)	Experience in the Project Brief Identified Open source technologies	10	To be graded by the committee.
(ii)	Years of Experience	• Compliant : 05 Marks	

		• Less by 1 Year : 4 Marks		
		• Less by 2 Years : 3 Marks		
		• Less by 3 Years : 0 Mark		
(iii)	Experience in similar projects	05		To be graded by the committee

(gg)   SDA experience in the similar project domain would be shared by SDA.

(hh)   Bidders, whose bids are responsive and score the qualifying mark (as given in the Engagement Brief document) in the given defined scoring mechanism would be considered technically qualified. Price Bids of such technically qualified Bidders alone shall further be opened.

(ii)   Commercial Evaluation Model I. Final selection of the SDA for providing associates/resources on T&M basis will be made on QCBS basis as per para 33 (b) above.

34.   **Model II: Fixed Price Based Engagement.** Following selection process would be adopted for selection from the empanelled list of the SDAs.

(a)   **Selection Process along with Timelines**

Phase	Description of the Phase	Ownership	Time Duration
Phase I : Project Initiation Phase	In this phase, UIDAI would share a 3~4 page engagement brief covering project scope, key deliverables, open source technology landscape, type of resources required (including skill set expectations and years of experience), security consideration, Qualifying mark, IPR ownership, Risks and mitigation plan. Document would also provide Annexures covering technical &commercial proposal format. The document would also clearly define the evaluation criteria to be followed.	Business Division/Technology Development or Operation division.	T_0 : The day of circulation of brief through email kick starts the process.
Expression of Interest Phase	All empanelled SDAs to carefully review the engagement brief and share their willingness.	SDA	$T_0 + 7$ Days
Engagement Interaction Meets	In this phase, UIDAI would conduct multiple conference calls with the SDAs to explain the project scope, selection	Business Division/Technology Development or	Within $T_0 + 15$ Days

	methodology and risks. In addition, it would clarify the queries of the bidders (limited to the scope of the engagement). *Based on the complexity of the project, there would be one or more than one interaction session(s).*	Operation Division	
Release of the Online Platform	UIDAI would release the details of the online platform for evaluation of shortlisted resources.	Business Division/Technology Development or Operation Division	$T_0 + 20$ Days
Evaluation of the Potential Resources /Associates	SDA would use the Online platform to evaluate the potential list of associates, who may be detailed for the engagement. SDA may use the online platform for more than the required strength to shortlist and propose best of the resources to maximize winning probability.	SDA	$T_0 + 30$ Days
Submission of Technical and Financial Proposal	SDA would submit Technical and Financial Proposal in two separate envelops on UIDAI announced submission date (generally $T_0 + 45$ Days). Technical Proposal mandatorily to have the following:- (a) Technical Proposal (as per the format to be provided along with initial engagement brief. (b) POC Details as per the format to be provided along with initial engagement brief (if applicable). (c) CV of the Resources as per the UIDAI Standard Format. (d) On-boarding Schedule (e) SDA Experience in this domain.	SDA	$T_0 + 45$ Days

	(f) Clearly identifiable project timelines/ milestones, Commercial proposal to include man-month cost of each associate category (excluding the tax) as per the UIDAI shared format along with initial engagement brief.		
Techno-Commercial Evaluation	Committee formed for selection of SDA would undertake both Technical and Commercial proposal. However, to avoid bias of commercial proposal on the Technical evaluation, each evaluation would be handled separately and in-sequence (i.e. Technical evaluation first and thereafter commercial bid will be opened only for technically qualified bids.	Business or Technology Development or Operation Division. The Evaluation Committee would be formulated by the Business Division with the following Composition- (i) ADG Application, Tech Centre (ii) Chief Architect (Optional) (iii) Chief Product Manager (Optional) (iv) Senior Technology Architect, UIDAI (optional) (v) ADG (Finance), member IFD (vi) Chairman and/or Other Members to be decided by the Business Divisions (Members from Tech Centre may also be incorporated.)	T_0 + 60 Days
Administrative Approval and issue of Purchase Orders/Change Request	Administrative Approval of the Proposal and issuance of Purchase Order/Change Request Order.	Business Division/Technology Development or Operation Division Finance Division	T_0 + 75 Days

(b)   Evaluation Model –II: Fixed Price Based Engagement SDA Selection. QCBS based evaluation would be followed for selection of the SDA. In QCBS model, 70% weightage would be given for Technical Score and 30% weightage for the Commercial Score. Technical and Commercial evaluation process for Model II is defined in the subsequent paragraphs.

(i)   Technical Evaluation

(aa)   Each technical proposal would be graded on a scale of 100 marks as per the following distribution.

Sr. No	Criteria	Material/Artefact	Marks	Remarks
(i)	Technical Proposal through Design Presentation or Proof of Concept on a subset area of the Project or combination of both. (Scope of the PoC would be articulated in the Engagement Brief) Technical Proposal to be as per the format given in engagement brief. *All hardware and software required for POC would be provided by the SDA.*	Technical Proposal, PoC Demonstration	40	
(ii)	Experience of the Associates/Resources proposed as part of the Team.	CVs of the Associates	10	Individual score of the Associates would be averaged out to find the team score.
(iii)	Average Score of the Proposed Team in the Online Platform Test	Online Portal Score of the Individual Team Members	20	Team score would be derived through average and further normalized to 20 marks.
(iv)	On-boarding Schedule (a) 0-15 Days of all resources – 10 Marks (b) 16-30 Days for all resources - 7 Marks		10	

Sr. No	Criteria	Material/Artifacts	Marks	Remarks
	(c) 31-45 Days for all resources - 5 Marks			
	(d) More than 45 days – 0 Marks			
	Note: All resource SLAs as per Annexure – 'G' (SLA 001 to SLA004) will be Applicable.			
(v)	Experience of the SDA in similar domain problem *Only completed projects or projects which have achieved 50% of delivery milestone is to be submitted for consideration.*	SDA experience document	Completed minimum number of Projects : 20 Marks Ongoing Project : 10 Marks	

(bb)   Scope of the PoC would be clearly outlined in the engagement brief document. Within the given duration (normally 30 days), SDA to create PoC setup and demonstrate the same to the evaluation committee members.

(cc)   Technical proposal or/and the PoC would be evaluated as per the following matrix:-

Sr. No	Criteria	Material/Artifacts	Marks	Remarks
(i)	Understanding of the Project Goal − Solution proposed and its components, − Opensource Technologies used − Security Focus − Addressing of scaling requirements, − Challenges/ Risks likely to be encountered − Mitigation	Technical Proposal	20 (30 Marks in case there is no PoC involved)	

	proposed			
(ii)	Approach and Methodology − Formal approach to Project Management − Usage of specific tools − Delivery Schedule − Approach to Go-live and transition from existing to new system	Technical Proposal	10	
(iii)	PoC Evaluation	PoC Demonstration	10	

(dd)　Each associate proposed for the engagement would be evaluated through a well-known online portal that would be facilitated by the UIDAI. UIDAI would formulate question bank appropriate for the engagement and would provide links for the associate to take tests. Each associate would be evaluated for total 100 marks.

(ee)　Each SDA can field twice the number of associates required for the engagement.

(ff)　UIDAI may decide to conduct each online valuation or a random set of evaluation as a pair-coding kind of session.

(gg)　Some of the positions may not be possible to evaluate through the online platform. Same would be handled through interview session by the committee member and would be scored out of total 100 marks. Details of the same would be shared in the engagement brief.

(hh)　Each CV of the associate would be evaluated for 10 marks under following criteria:-

Sr. No	Description	Max Marks	Remarks
(i)	Experience in the Project Brief Identified Opensource technologies	5	To be graded by the committee.
(ii)	Years of Experience	• Compliant : 3 Marks • Less by 1 Year : 2 Marks • Less by 2 Years : 1	

		Mark	
		• Less by 3 Years : 0 Mark	
(iii)	Experience in similar projects	2	

(jj) SDA experience in the similar project domain would be shared as per the format provided.

(ii) **Commercial Evaluation Model 2.** Final selection of the SDA for executing the identified project or requirement on basis of this model will be made on QCBS methodology as mentioned at para 33 (b) above.

35. **On Boarding of SDA resources**.

Step	Responsibility	Role
1	Concerned SDA	On receipt of Purchase Order, SDA will on-board resources as per the schedule shared in the Technical Proposal. At this stage, any change to the resource onboarding or delay in onboarding would attract SLA.
2	Concerned SDA	Before deployment, background check (criminal, previous employer, credentials etc.) of selected i.e. 'Accepted' resource will be done and shared with Business Division/Tech Centre. In case, background of the selected resource is found unsatisfactory, CV of equivalent or higher replacement shall be submitted and would be evaluated by UIDAI. Besides, the approved list of resources working from Technology Centre to be shared with ADG (Admin) of Technology Centre.
3	Concerned SDA	Non-Disclosure Agreement signed by the Selected resource (SDA employees) shall be submitted to Business division /Technology Centre within 2 (two) days of joining.
4	Business division and/or Tech Centre in UIDAI	Business division and/or Tech Centre, as the case may be, shall arrange for Physical and logical/necessary access (e.g. Access to Productivity Tools, Firewall access, UIDAI email ID etc), IT hardware, IS clearances, email ID creation etc. for new joiners.

36. **Post On-Boarding**

Step	Task	Role
1	Attendance Management	**Attendance Management** • Attendance will be recorded on Aadhaar Enabled Biometrics Attendance System (AEBAS). • In case of lockdown or wherever remote working of Associate has been accepted, attendance in the sprint call and daily code commit (for developers) would be considered for attendance. For senior members (Architects/Dev Leads) contribution in terms of code review or Confluence updates would be considered for attendance. Attendance for the previous month would be finalised within 7 days and would be shared with SDA for invoice generation and payment processing. **Note:** When the AEBAS device is not functional (for technical reason beyond control of SDA), attendance based on hard copy/register shall be considered.
2	Payment Administration	Payment for previous bi-monthly period would be processed within 15 days.
3	Leave Administration	SDA resources shall follow the UIDAI Holiday Calendar and no paid leaves shall be provided.
4	Security Management	• The on-boarded resources are required to wear their UIDAI ID cards at all times when present at UIDAI / client's place. • On-boarded associates to follow UIDAI information security policies.
5	Sprint Planning	SDA would undertake Sprint Planning in-consultation with UIDAI. Each Sprint cycle would be 15 days and would be managed as per the following:- - Sprint Goal setting on the Day 01 of Sprint Cycle. UIDAI would help in ascertaining domain requirements. - Story point assignment to each defined task/activity. - Reflection Sessions at the end of the Sprint Cycle
6	Sprint Management	Each sprint cycle would be administered as per the Sprint best practices. Few key things that is required to be addressed as follows: - Daily Stand up call during morning hours. - Daily update of JIRA with the tasks undertaken and progress made. - Daily Code commit by the Developers. - Nightly Build by the Dev Lead/Architect and deployment in QA/Staging Environment.

7	Performance Management	The performance review of the 'Accepted' resources would be undertaken by the concerned ADG. If the performance is unsatisfactory, the same will be communicated to concerned SDA in writing so that de-boarding process is initiated by SDA. In case the replacement is required, fresh on boarding process shall be initiated.
8	Project Progress Review	Monthly progress review would be undertaken involving Key Stakeholders of the SDA, Business Divisions, IS Division, CTA/CPM and etc. In the review meeting, SDA would present the progress of the engagement, key challenges/risks and any other topic of mutual interest.
9	Architectural review	Architectural and Engineering review of the project would be undertaken by UIDAI at a scheduled date/time. Architectural/Engineering review would be attended by CTA/CPM/Principal Architect/Architects/ADGs and etc. No development must commence without architectural sign-off.

37. **Completion of assignment.**

Step	Responsibility	Role
1	Business / Technical Division	Completion of assignment to be certified. The engagement note would include broad success criteria and based on that, Technology/Business division may opt for UAT based evaluation.
2	SDA	Modules/components of the project, post security and QA certifications will be shifted in UIDAI production environment in consultation with Tech Center teams. Once successfully operational in production environment, the SDA will hand over complete code along with proper documentation to the UIDAI appointed team within a period of three months of 'go-live' in production.
3	SDA	Closure of all open defects. Certificate to this effect to be obtained from concerned business division.

38.   **Off boarding**.

Step	Responsibility	Role
1	Concerned SDA	Once the employee/s has/have decided to exit UIDAI project, a communication will be required to be provided to concerned Business Division.
2	Concerned SDA and Business Division and/or Tech Centre	Hand over-take over activities like knowledge transfer, discontinuation of access etc. are completed.
3	Concerned SDA and Business Division and/or Tech Centre	The exit form needs to be filled in for the resource and submitted to concern ADG for initiating exit formalities.
4	SDA	Closure of all open defects. Certificate to this effect to be obtained from concerned business division.

SECTION IV – General Conditions of Empanelment Contract

1.   The empanelment contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

2.   The Agencies and their personnel shall pay such taxes, duties, fees, and other impositions levied under the Applicable Laws of India. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after submission of proposal by the interested firm, the same shall be passed on to the UIDAI/Agency.

3.   Participating agency shall observe the highest standard of ethics during the selection & execution of empanelment contract.

4.   **Limitation of Liability** - Except in case of gross negligence or willful misconduct:
(a)   Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the empanelled agency to pay liquidated damages to the Purchaser/ UIDAI; and
(b)   The aggregate liability of the empanelled agency to the Purchaser/ UIDAI, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Purchase Order price, provided that this limitation shall not apply to any obligation of the empanelled agency to indemnify the Purchaser with respect to patent infringement or in the case of breach of confidentiality.
(c)   The Purchaser/ UIDAI shall not be liable to the empanelled agency in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract. The confidential information to be disclosed by the Purchaser to the SDAs 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, commercials, pricing, financial 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 ("**Confidential Information**"). This clause will be binding on the SDAs through-out the bidding process, contract period and further will survive the contract period in case it is selected as a empanelled agency. Any information which may be orally/visually disclosed, will be identified at the time of disclosure as confidential by the Purchaser. Further the Agency is bound by the Aadhaar Act, 2016 and Rules and Regulations there under notwithstanding the confidentiality obligation set forth in the RFE, NDA, Integrity pact, Empanelment Agreement and other related documents, if any.

5.   The empanelled agency shall disclose to the UIDAI in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Empanelled Agency or the Empanelled

Agency's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

6. Before commencing the Services under the Contract and as required thereafter, the SDAs shall obtain all applicable permits and licenses required to carry out its obligations under the Contract.

7. The empanelled agencies shall at all times indemnify and keep indemnified the UIDAI against all claims/damages etc. including any infringement of any IPR while providing its services under the project. All empanelled agencies shall sign a Non- Disclosure Agreement (NDA) with UIDAI and shall adhere to the Information Security (IS) policies of UIDAI. SDAs shall sign internal NDAs with resources being deployed with UIDAI.

8. In case, UIDAI does not find the work of the agency up to its satisfaction, UIDAI reserves the right to get it done from any other agency(s) for which the empanelled agencies will not raise any dispute, at any point of time.

9. Mere empanelment with UIDAI does not guarantee allocation of work. UIDAI shall have full rights to choose the best fit firm among the empanelled agencies for a specific work based on the techno commercial proposals. UIDAI may also empanel more agencies at its discretion or requirement in future.

10. The UIDAI may terminate this empanelment as per its convenience or in case of the failure of performance of empanelled firm/Agency obligations under the Purchase order, insolvency/ liquidation/ winding up of the empanelled agency, corrupt or fraudulent practices adopting by the Agency, Force Majeure or non-declaration of conflict of interest of the Agency with the assignment under the purchase order, with a 30 days notice period.

11. **Contract Duration**. The empanelment contract will be applicable initially for a period of 2 years (two years) from date of signing of the contract(s). The period of empanelment may be extended by 1 year (one year) or part thereof in multiple instances at the sole discretion of UIDAI, through a written notice of at least one month. Empanelment security deposit will be extended with suitable duration as specified by UIDAI, in case the empanelment is extended by UIDAI.

12. The agency shall submit Performance Bank Guarantee (**PBG)** of 3% of Purchase Order (PO) value, having validity of 60 (sixty) days (i.e. final claim date) beyond the duration mentioned in the Purchase Order (including maintenance period). This PBG shall be submitted within 20 (twenty) days after receiving Purchase/Work order. Separate PBG shall be submitted for every Purchase Order issued to the agency. PBG(s) will be extended with suitable duration as specified by UIDAI, in case the project time lines are extended for any reasons by UIDAI.

13. Except with prior written consent of UIDAI, empanelled agency or its Personnel shall not communicate to any person or entity any confidential information acquired in the course of services.

14. Intellectual Property Right (**IPR**). In case of work allocated under Model-I i.e. on "Time & Material (T&M) based Engagement for a Fixed Duration" the knowledge gained or IPR created through this engagement by the SDA can be used anywhere for any other client/project, as long as it doesn't violate the data privacy rules of the UIDAI. However, the IPR to all the deliverables under projects given under Model –II i.e. 'Fixed Price Based Engagement" shall remain sole and absolute property of the "UIDAI".

15. 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 empanelled agencies prior to this empanelment contract and all new ideas, inventions, innovations, or developments conceived, developed or made by empanelled agencies or its employees shall remain the property of the empanelled agencies.

16. **Payment Terms**. Total cost of the services to be provided under the respective assignment payable to the selected agency shall be derived on the basis of man month rates as discovered during the evaluation process and agreed before issue of purchase orders. Payment to the SDA for both the Engagement models would be governed as per the following:-

    (a)   **Model –I : Fixed Duration Engagement:** In this model of engagement, payment would be administered as per the following:-
        (i)   Payment would be made on two month basis.
        (ii)   Payment would be made for the associates on-boarded for the project, subject to deductions on account of excess leave and SLA non-compliance.
        (iii)   UIDAI would complete attendance and SLA calculation within 07 days of completion of the bi-monthly period.
        (iv)   SDA to submit the invoice based on finalised attendance and SLA within 15 days of completion of two months.
        (v)   UIDAI would make all possible effort to complete the payment within 30 days of receipt of invoice for the previous bi-monthly period.

    (b)   **Model II : Fixed Price Engagement:** In this model of engagement, payment would be administered as under:-
        (i)   Payment shall be made at end of every two months for the time and number of resources deployed, subject to deductions on account of SLA non-compliance and SDA meeting Sprint mile stones and overall delivery schedule submitted in the Technical proposal.
        (ii)   UIDAI will certify the completion status of a particular milestone(s) at the end of every sprint cycle or multiple sprint cycles.
        (iii)   In case a particular development milestone has not been met in terms of time line or performance level as per Sprint Goal or overall Delivery Schedule, then SDA will be paid only 70% of the payment due in that bi-monthly period.
        (iv)   30% withheld amount shall be released along with the next bi-monthly payments in case pending milestones(s) is/are met to the entire satisfaction of UIDAI by end of the next bi-month after deducting SLA non- compliance LD. Any delays

beyond next bi-month for the completion of pending milestone will result in forfeiture of remaining 30% payment.

(v)   In case the project exceeds beyond the contracted duration due to non-delivery of committed milestone items, no payment would be made for the resources deployed for the completion of tasks.

(vi)   In case delay in achieving the Sprint Goal/Delivery schedule is attributed due to UIDAI or any other dependent agency, no deduction would be made.

(vii)   In case, UIDAI through careful consideration identifies that project has been delayed due to reasons beyond the control of the SDA, payment would be made for the associates deployed beyond the contracted duration, not exceeding 50% of the overall initial cost. For this purpose, a change request would be initiated by the UIDAI.

17.   **Force Majeure**. For the purposes of this Engagement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, **pandemic situation causing lockdown by the order of the concerned government** or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

18.   **Change Order**. Due to changes in the Business process or unidentified requirements during the SDA evaluation phase, UIDAI may enhance the scope of the work during execution of a project under Model –II or scope of engagement for Model-I, if required, based on mutual agreement through a change order process, this enhancement will be limited to a maximum of 50% in terms of original cost of the purchase order, at the sole discretion of UIDAI. The change order would be administered as per the following:-

(a)   **Conditions for Change Order.** The change order will be initiated only in case if

(i) UIDAI directs in writing to the SDA to incorporate changes to the original purchase order requirements

OR

(ii) UIDAI directs in writing to the SDA to include any additional work to the scope of work or services covered under original purchase order or delete any part thereof

OR

(iii) SDA requests to delete any part of the work which will not adversely affect the operational capabilities and functioning of the system and if the deletions proposed are agreed to by the UIDAI and for which cost and time benefits shall be passed on to the UIDAI.

(b) Any change order comprising an alteration which involves change in the cost of the services, the same shall be by way of an amendment to the original purchase order by way of an increase or decrease in the original purchase order value and adjustment of the implementation schedule or purchase order defined milestones, if any.

19. **Procedure for Change Order.** Following process shall be followed for any change order:-

(i)   In case of an upward revision to the resources required for completion of the project within the schedule proposed by the SDA consequent to errors, omissions, ambiguities, discrepancies in the proposal by SDA and which have not been brought to UIDAI's notice till the time of award of work, the same **shall not constitute a change order** and such upward revisions and/or addition shall be carried out by SDA without any time and cost effect to UIDAI.

(ii)   Except for conditions mentioned at para (i) above, in case UIDAI directs the SDA to make changes in the scope of project that would require additional resources / time for completion of the project, the SDA may raise a change request with UIDAI. The change request should include details of additional resources and time required for execution of the proposed changes and their final cost effect. The change request should be raised not later than seven working days from date of receipt of the new requirement by SDA.

(iii)   Upon receipt of the change request by SDA, UIDAI shall examine the same and shall finalise the requirement of additional resources/time by discussion with the SDA. In case after discussions, agreement is not reached between the SDA and UIDAI on the quantity of additional resources/time required, the decision of UIDAI in this regard shall be final.

(iv)   UIDAI shall confirm the execution of the change request by placing a change order on the SDA which will include details of the scope of additional work as well as the additional resources / time and cost required for the same.

(v)   Consolidated cost of change requests must not exceed the 50% value of the initial contracted cost.

20.   **Conditions for revised work / change order.** The provisions of the original purchase order shall apply to revised work/change order as if the revised work/Change order has been included in the original Scope of work. However, the purchase order value shall increase/decrease and the schedule shall be adjusted on account of the revised work/Change orders as may be mutually agreed in terms of provisions set forth as above. The SDA's obligations with respect to such revised work/change order shall remain in accordance with the purchase order.

21.   **Attendance**.   The biometric attendance will be done by UIDAI for the manpower and it will form the basis of payments to be made to agency.

22.   **Working Hours**.   The working hours will be from 0930 hrs till 1800 hrs from Monday to Friday. However, as and when necessary based on criticality, it is expected that the deployed resource will work extra hours including weekdays or weekend without any additional payment.

23.   **Holidays**.   The local holiday schedule of UIDAI will be followed and no paid leaves will be provided.

24.   **Multi-Disciplinary Team**.   For Model-I based engagement; UIDAI may constitute a team of 3-10 developers/testers for a specific project by drawing resources from all participating SDAs, if the finalised agency is not able to arrange the proposed resources.

25.   **Risk Purchase Clause**. If selected agency is not able to provide specific roles in the purchase order, UIDAI will have the right to source these roles from other empanelled agencies at the risk & cost of the agency and place them as part of the team for a specific task/project.

26.   **Empanelment Revocation**. The empanelled agency may choose to participate or not to participate in the selection process for any assignment after empanelment. However, in case it is seen that an empanelled agency has not participated even in one of the proposals for last one year, UIDAI may revoke its empanelment along with forfeiture of initial Empanelment security deposit.

27.   **No Claim Certificate.** The Empanelled Agency shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim, if made by the Empanelled Agency after it shall have signed a "No claim" certificate in favour of the Purchaser in such forms as shall be required by the Purchaser, after the works are finally accepted.

28.   **Replacement of the Associates**. The empanelled agency shall obtain UIDAI prior approval before any change, replacement, withdrawal or addition to the Personnel selected and accepted by the UIDAI, as part of team for any assignment for which the empanelled agency has been given the purchase order.

29.   **On-boarding of Replacement Associates.** All replacement associates would be on-boarded as per the following arrangement: -
    (a)   All replacement associate would go through online evaluation process/interview or combination of both.
    (b)   Replacement associate must be on-boarded before schedule departure of the associate. At least 7 business days of overlapping is to be ensured for the new associate with the departee.

30.   **Primary Location of deployment for a Resource**. Resources engaged under the empanelment from the empanelled agencies may be deployed by UIDAI at its Head quarter at Delhi or UIDAI Technology Centers Bengaluru and Manesar (Haryana) for each project. The Business division will specify primary location for resources in its original proposal as well as in purchase order. The resources will be deployed at their primary location by the SDA.

31.   **Travel Expenditure**. The resources may however, be required by UIDAI to travel to other locations in India in relation to the work assigned. UIDAI will bear the cost of travel and stay on lines of existing provisions for equivalent NISG hired resources.

32.   **Performance Management**. Resources placed under any assignment shall be evaluated every month for the performance and all low performing associates are to be replaced. For such purpose,

UIDAI shall give one month notice to the respective Agency. During the notice period of one month Agency shall be paid only 75 % of the respective man month rate on pro rata basis. No payment for the said resource shall be made in case he/she is not replaced even after notice period of one month.

33. **Miscellaneous Condition**. The Empanelled Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology safe and effective equipment, machinery, materials and methods.

34. **Dispute Resolution:**
   (a)   If during the subsistence of the engagement or thereafter, any dispute(s) and/or difference(s) and/or claim(s) between the Empanelled Agency and UIDAI, arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any conditions of the engagement regarding any question, including as to whether the termination of the engagement by one Party hereto has been legitimate, etc. the parties shall endeavour to settle such dispute amicably by giving the other, a notice invoking good faith negotiations (GFN). The attempt to bring about an amicable settlement is considered to have failed as soon as one of the party hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days from invoking of GFN, gives a thirty (30) days' notice to refer the dispute(s) and/or difference(s) and/or claim(s) to arbitration to the other party in writing.
   (b)   Upon failure of the good faith negotiations in terms of Clause 30 (a) above any dispute(s) and/or difference(s) and/or claim(s) shall be referred to and decided by Arbitral Tribunal comprising of three Arbitrators, – one to be appointed by each party and the Presiding Arbitrator to be nominated by the said two Arbitrators. The decision of the Arbitral Tribunal shall be final and binding on the parties. The Arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 (as amended). The venue of Arbitration proceedings shall be in New Delhi, India. The Parties agree that till the outcome of the Arbitration proceedings, the Empanelled Agency shall continue to perform its obligations in the agreed terms. All fees pertaining to arbitration proceedings shall be borne equally by the parties and all costs incurred by the parties shall be borne by the respective parties. The language of the Arbitration shall be English.
   (c)   It is to be noted that the parties may agree to have their dispute(s) resolved in terms of Section 29B – Fast track procedure, of the Arbitration and Conciliation Act, 1996 (as amended).

Annexures

Organization and Experience

A - Organization Details

[*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.*]

Details of the Organization	
Name	
Date of Incorporation	
Date of Commencement of Business	
Address of the Headquarters	
Address of the Registered Office in India	
Address of the Registered Office in NCR, if any	
Areas of expertise	
Contact person details (name, address, phone no. and email)	

Company's Experience – Projects Execution

Assignment name:	Approx. Value of Purchase order: (Mandatory field) (Mention purchase order value in INR)
Country:	Duration of assignment (months):
Location within country:	
Name of Organisation:	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your company under the purchase order (in INR):
Start date (month/year):	No. of professional staff-months provided by associated Agencies:
Completion date (month/year):	
Name of senior professional staff of your company involved & functions performed (indicate most significant profiles such as Project Director/Coordinator, Project Manager, Subject Matter Specialist):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Note. Provide all relevant documents/testimonials such as Purchase Orders/Release of payments and completion certificates etc. for each project separately.

Format Table for submitting Project Details (use one Table for each project, whose write-up has been submitted)

S. No.	Criteria	Reference & short extracts from the write ups (to be filled by prospective SDAs)	Max Marks	Marks Obtained
	1	2	3	4
1	**Technology used**	**Technology used**	**05**	
	(a) **Complexity of system design**	**Project Complexity**	2	
	Marks will be awarded as follows:			
	Project includes the following modules with availability of 24x7:			
	i. API-based online services, for public or internal use;	**Use of API-based online services -**		
	ii.Workflow processes (i.e. stage-driven asynchronous back-end processes) and batch processes;	**Workflow processes -**		
	iii. Omni-channel applications, i.e. applications for different UX channels such as mobile, web portals, SMS, IVRS, chat & social media;	**Applications for different UX channels -**		
	If project includes all of the above modules – 2 marks;			
	If project includes 2 of the above modules – 1 marks;			
	All other cases – 0 marks;			
	(b) **Use of data analytics**	**Data analytics (1.5)**	1.5	
	(c) **Developed for Cloud Environment**	**Developed for Cloud environment(1.5)**	1.5	
2	**Use of artificial intelligence/machine learning** Marks will be awarded as follows: i. Use of AI/ML to solve vision related problems – 0.5 marks; ii. Use of AI/ML to solve NLP and translation related problems – 0.5 marks; iii. Framework for accuracy measurement & version control of AI/ML models – 0.5 marks; iv. Automated deployment of AI/ML models in		**03**	

	production using auto-scaling technology and with live monitoring of performance – 1 mark; v. Deployment of AI/ML models on mobile & edge devices – 0.5 marks; All other cases – 0 marks;			
3	**Architecture:**	**Architecture**	**07**	
	a) Modularity(API/Micro-services):	**Modularity-API/Micro-services**		
	Marks will be awarded as follows:			
	i. Use of layered architecture	**layered architecture -**	1	
	ii.Use of API-first principles	**API Principles -**	1	
	iii.Use of microservices with minimum of 50 end points and with relational database as data source	**Use of micro services with minimum of 50 end points -**	1	
	b) **Scalability:**	**Scalability**		
	Marks will be awarded as follows:			
	i. Auto-scaling using containerization & orchestration	**Auto-scaling using containerization & orchestration -**	1	
	ii. Elasticity in deployment with automated provisioning & de-provisioning of infrastructure resources	**Elasticity in deployment & automated provisioning & de-provisioning -**	1	
	iii. All other cases – 0 marks;			
	c) **Customisation**:	**Customisation**	02	
4	**Impact/footprint; Large traffic volume /concurrent users: 05 marks**	**Impact/footprint**	**05**	
	Marks will be awarded as follows:	**Large traffic volume /concurrent users (05)**		
	i. Developed micro service, or equivalent, with relational database as data source, and with minimum throughput of 2000 requests per second for any endpoint	**Development of micro service, or equivalent, with relational database as data source -**	1.25	
	ii. Developed micro service, or equivalent, with NoSQL database as data source, and with minimum throughput of 2000 requests per second for any endpoint	**Micros service, or equivalent, with NoSQL database as data source -**	1.25	
	iii. Developed workflow process, with minimum of 15 activities, and with minimum business transaction throughput of 500,000 per day	**Workflow process, with minimum of 15 activities -**	1.25	

iv. Developed omni-channel application, with minimum of 1000 concurrent users, for any activity excluding login or authentication, for web or mobile channel	**Omni-channel application, with minimum of 1000 concurrent users -**	1.25	
v. All other cases – 0 marks;			
Total Marks		**20**	

INTEGRITY PACT

This pre-contract agreement (hereinafter called the "**Integrity Pact**" or "**Pact**") is made on <<day>> of <<month, year>> at <<*mention the place of execution*>>, between, on one hand, the Unique Identification Authority of India ("**UIDAI**") acting through <designation and department> Purchaser (hereinafter called the "**BUYER**", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the **First Part**;

AND

M/s <<agency 's legal entity > duly incorporated under the <*mention the details of its incorporation i.e. under the Companies Act, 1956/ 2013 etc.*>>having its registered office at <*mention the details of the registered office of the Agency*>, duly represented by <<name and designation>> (hereinafter called the "**AGENCY /Seller**", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the **Second Part**.

The BUYER and the AGENCY/ Seller, be individually referred as the "Party" and collectively referred as the "Parties".

WHEREAS:

  (i) The BUYER is a Ministry/ Department of the Government of India performing its functions on behalf of the President of India;

  (ii) The AGENCY is a private company/public company/ Government undertaking/ partnership/ registered export agency, engaged in the business of _____;

  (iii) The BUYER, intends to engage some software development agencies ("**SDA**") for providing software development and maintenance services, including, but not limited to…………………………..,

  (iv) The AGENCY, hereby, is willing to offer/has offered its services to the BUYER and the BUYER has also agreed to avail the services of the AGENCY also.

.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling AGENCY s to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The Parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. **Commitments of the BUYER**

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the AGENCY, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all the SDAs alike, and will provide to all SDAs the same information and will not provide any such information to any particular SDA which could afford an advantage to that particular SDA in comparison to other SDAs.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2.   In case any such preceding misconduct on the part of such official(s) is reported by the AGENCY to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

3.   **Commitments of the AGENCY**

The AGENCY commits itself to take all the measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

3.1   The AGENCY will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour or any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2   The AGENCY further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.

3.3   The AGENCY shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.4   The AGENCY further agrees and declares to the BUYER that the AGENCY has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the AGENCY , nor has any amount been paid,

promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.5   The AGENCY, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments it has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6.   The AGENCY will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.7   The AGENCY will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.8   The AGENCY shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The AGENCY also undertakes to exercise due and adequate care lest any such information is divulged.

3.9   The AGENCY commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10   The AGENCY shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11   If the AGENCY who is involved in the bid process or any employee of such AGENCY or any person acting on behalf of such AGENCY, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of BUYER who is involved in the bid process has financial interest/stake in the AGENCY 's firm, the same shall be disclosed by the AGENCY at the time of filing of tender.

3.12   The AGENCY shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3.13   For the purposes of clauses 3.11 & 3.12, the listed words shall have the ascribed meanings as follows:

(i)   "employee of such AGENCY   or any person acting on behalf of such AGENCY " means only those persons acting on behalf of such Agency who are involved in the bid process / Project.

(ii)   "officers/employee of the BUYER", means only those persons who are involved in the bid process / Project.

(iii)   "financial interest/stake in the AGENCY 's firm" excludes investment in securities of listed companies.

4.   **Previous Transgression**

4.1   The AGENCY declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify AGENCY's exclusion from the tender process.

4.2   The AGENCY agrees that if it makes incorrect statement on this subject, AGENCY can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5.   Bid Security Declaration

5.1   The Agency shall ensure to provide the Bid security declaration, in a manner and language as envisaged in the RFE.

6.   Consequences of Breach

6.1   Without prejudice to any rights that may be available to the BUYER under law or the Contract or its established policies and laid down procedures, the BUYER shall have the following rights in case of breach of this Integrity Pact by the AGENCY and the AGENCY accepts and undertakes to respect and uphold the BUYER's absolute right:

> 6.1.1   If the AGENCY, either before award or during execution of Contract has committed a transgression through a violation of its committed commitments (as mentioned above) or in any other form, such as to put his reliability or credibility in question, the BUYER after giving 30 days notice to the AGENCY, shall have powers to disqualify the AGENCY from the engagement process or terminate/ determine the contract, if already executed or exclude the AGENCY from future engagements. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the BUYER. Such exclusion may be forever or for a limited period as decided by the BUYER.

> 6.1.2   Forfeiture of Performance Guarantee/Security Deposit: If the BUYER has disqualified the AGENCY from the engagement process/ bidding process, prior to the award of the contract or terminated/ determined the Contract or has accrued the right to terminate/determine the Contract according to abovementioned clause, the BUYER apart from exercising any legal rights that may have accrued, may in its considered opinion forfeit the entire amount of performance guarantee/ security deposit of the AGENCY.

> 6.1.3   Criminal Liability: If the BUYER obtains knowledge of conduct of a AGNECY, or of an employee or a representative or an associate of the said AGENCY, which constitutes corruption within the meaning of Indian Penal Code, 1860, or if the Principal/Owner has substantive suspicion in this regard, the BUYER will inform the same to law enforcing agencies for further investigation.

7.   Validity

7.1   The validity of this Integrity Pact shall be from date of its signing till the completion of the services, as mentioned under the Empanelment Agreement, to the satisfaction of the BUYER, .

8.   Severability

8.1   Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

9.   Other Provisions

This Pact is subject to Indian Law, place of performance and jurisdiction is the _____.

9.1   Changes and supplements, to this Pact, need to be made in writing only.

9.2   It is agreed term and condition that any dispute or difference arising between the Parties with regard to the terms of this Integrity Agreement/ Pact, any action taken by the BUYER in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

10.   Other legal actions

10.1   The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

IN WITNESS WHEREOF, the Parties have signed and executed this Integrity Pact onthe date as above mentioned in the presence of following witnesses:

(For and on behalf of BUYER)   (For   and   on   behalf   of   the AGENCY)

                                                                    WITNESSES:

                                                                    1 ....
                                                                    (signature, name and address)
                                                                    2 ....
                                                                    (signature, name and address)

Format - NON-DISCLOSURE AGREEMENT

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

WHEREAS, we the undersigned SDA, _____, having our principal place of business/ registered office at _____, are desirous of bidding for Bid No_____covering "_____ _____[*RFE Name*]" (hereinafter called the said **'RFE'**) to the Deputy Director General, Unique Identification Authority of India, having its office at UIDAI HQ, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001, hereinafter referred to as '**UIDAI'** and, WHEREAS, the SDA is aware and conagencies that the UIDAI's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the UIDAI in the RFE documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the UIDAI,

NOW THEREFORE,

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

It is hereby agreed as under:

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

2.   Confidential Information does not include information which:

a. the SDA 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 SDA from a third party without any obligation of confidentiality;

d. the SDA is required to disclose by order of a competent court or regulatory authority;

e. is released from confidentiality with the written consent of the UIDAI.

The SDA shall have the burden of proving, that the above are applicable to the information in the possession of the SDA.

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

    a.   to maintain and use the Confidential Information only for the purposes of bidding for this RFE and thereafter only as expressly permitted herein;

    b.   to only make copies as specifically authorized by the prior written consent of the UIDAI and with the same confidential or proprietary notices as may be printed or displayed on the original;

    c.   to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and

    d.   to treat Confidential Information as confidential unless and until UIDAI expressly notifies the SDA,to release of its obligations in relation to the said Confidential Information.

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

Therefore, the SDA shall disclose or allow access to the Confidential Information only to those personnel of the SDA 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 SDA will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the SDA's confidentiality obligation. Further, the SDA shall ensure that all personnel of the SDA 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 SDA shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.

6. Confidential Information shall at all times remain the sole and exclusive property of the UIDAI. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the UIDAI, the SDA shall promptly deliver to the UIDAI the

Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the SDA or its Affiliates or directors, officers, employees or advisors based on the Confidential Information, with immediate effect after the receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the UIDAI. Without prejudice to the above the SDA shall promptly certify to the UIDAI, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the UIDAI in respect of the Confidential Information.

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

8. The SDA agrees to indemnify the UIDAI against any and all losses, damages, claims, or expenses incurred or suffered by the UIDAI as a result of the SDA's breach of this Agreement.

9. The SDA understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the UIDAI irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the UIDAI shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the UIDAI shall deem appropriate. Such right of the UIDAI shall be in addition to Remedies otherwise available to the UIDAI at law or in equity.

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

For and on behalf of the SDA:

Authorised Signatory Office Seal:

Name:

Designation:

Date :

Place:

UIDAI Information Security Guidelines

for Third party (EMPANELLED AGENCIES)

All relevant segments of the Information security guidelines shall be applicable to empanelled agencies as below:-

I.   Human Resources

1. The EMPANELLED AGENCIES shall appoint a SPOC for all information security related activities and communications with UIDAI.

2. EMPANELLED AGENCIES support personnel shall provide the information regarding the background such as education, criminal record, employment history, police verification etc of all the resources deployed in the project including support staff and provide a self-declaration that the information provided is correct. UIDAI or agency appointed by UIDAI may validate this information during or after the employment of the respective personnel;

3. Formal on-boarding and off-boarding process shall be followed for all EMPANELLED AGENCIES personnel;

4. All EMPANELLED AGENCIES employees handling UIDAI information assets shall adhere to the following information security requirements:

    a) Accept their compliance to the security responsibilities communicated by UIDAI;

    b) Sign a confidentiality (non-disclosure) agreement issued by EMPANELLED AGENCIES in addition to the contractual requirements. This could be done through a self-declaration document;

    c) Complete the functional training provided by the EMPANELLED AGENCIES prior to handling UIDAI information assets.

    d) Complete the security awareness training as a part of the EMPANELLED AGENCIES on-boarding process. Training should cover social engineering, social media and other themes as per the current security threats;

    e) Complete all recurring information security awareness trainings provided by UIDAI;

    f) Be aware of the UIDAI disciplinary process in the event of an information security breach.

II.   Asset Management

1. All assets used by the EMPANELLED AGENCIES (business applications, operating systems, databases, network etc.) for the purpose of delivering services to UIDAI shall be identified. Details of the information asset shall be recorded in an information asset register and provided to UIDAI. The Agency shall keep the register up to date. UIDAI may withhold the 10% payment in case of any such breach of same or may impose a penalty of Rs. 10,000 per such violation.

2. The assets shall be labelled and secured based on the information asset classification guidelines issued by UIDAI from the time it is created until the time it is destroyed or disposed;

3. EMPANELLED AGENCIES shall obtain the approval from UIDAI – Head Information Security for the use of removable media for business purposes;

4. EMPANELLED AGENCIES shall not transfer any personal identifiable information (PII) from removable media to any personal device;

5. Media containing critical and sensitive information shall be disposed-off in a secure manner as per the UIDAI media disposal procedure;

6. Disposal of media/information shall be done by authorized users under supervision and a record shall be maintained. The contents of any re-usable media that are to be removed shall be erased or destroyed physically to prevent reuse.

III.   Access Control

1. Only authorized individuals shall be provided access to information facilities processing UIDAI information;

2. EMPANELLED AGENCIES operators shall access all desktops / laptops/ workstations and printers used to process UIDAI information through their unique user IDs and passwords;

3. EMPANELLED AGENCIES personnel shall select passwords as per the UIDAI password policy(as shared from time to time);

4. EMPANELLED AGENCIES personnel with access to UIDAI information assets shall:

    a) Have least privilege access for information access and processing;

    b) Should use passwords as per the UIDAI password policy(as shared from time to time);

    c) Keep their user Ids and corresponding passwords confidential and refrain from sharing them with others;

    d) Change their passwords whenever there is any indication of a possible compromise of the system or password;

    e) Terminate active sessions when finished or implement an equipment locking mechanism;

    f) Logout from the workstation, servers and/ or network device when the session is finished;

    g) Default user credentials or administrative passwords for information devices shall be changed and securely stored in a fireproof safe, which shall be enclosed in an envelope with an authorized signature and date.

5. Procedures shall be put in place for secure storage and management of administrative passwords for critical information systems;

6. Access rights and privileges to information processing facilities for UIDAI information shall be revoked, within 24 hours (Business hours) of separation of respective personnel having access to such information;

7. Post deactivation, user IDs shall be deleted if not in use as per Exit formalities;

8. Access rights and privileges to information facilities processing UIDAI information shall be reviewed on a quarterly basis and the report shall be maintained for audit purposes;

9. Common user IDs / group user IDs shall not be used. Exceptions shall be approved and documented where there is no alternative;

10. Default user credentials or administrative passwords for information devices shall be changed and securely stored in a fireproof safe enclosed in an envelope with authorized signature and date;

11. Access to administrative password or critical information systems password shall be controlled with an access log register (physical document register is maintained within the fireproof safe).

IV.   Password Policy

1. Passwords shall be kept confidential;

2. Change the initial passwords provided by service engineers immediately;

3. Avoid keeping a paper record of passwords, unless this can be stored securely;

4. Change passwords whenever there is any indication of possible system or password compromise;

5. Select quality passwords (wherever applicable/enforced) with a minimum length of 8characters, which are:

   a)   Easy to remember;

   b)   Not based on anything somebody else could easily guess or obtain using person related information, e.g. names, telephone numbers, and dates of birth etc.;

   c)   Free of consecutive identical characters or all-numeric or all-alphabetical groups;

   d)   Password should contain at least one numeric and one special character if the system supports.

6. Change passwords at regular intervals (passwords for privileged accounts shall be changed more frequently than normal passwords) and avoid re-using or cycling old passwords;

7. Change temporary passwords at the first log-on;

8. Not include passwords in any automated log-on process, e.g. stored in a macro or function key;

9. Not share individual user passwords;

10. Three successive login failures should result in a user's account being locked; they should not be able to login until their account is unlocked and the password reset. The user should contact the System Engineers/Administrators for getting the account unlocked;

11. The local security settings on all the systems shall be aligned and synced with the Active Directory Settings. The users shall not be provided access to modify the local security settings on the individual systems. In the case of administrative access being provided, the users shall be prohibited from modifying the local security settings. Modifying the same shall result in disciplinary action.

V.   Physical and Environmental Security

Only authorized EMPANELLED AGENCIES personnel shall be allowed to enter the premises hosting UIDAI resident information printing facilities;

1. All visitors carrying Information Processing Equipment(such as Laptops, Palmtops, Personal Digital Assistant) or Media (such as CDs, Tapes, DATs), shall be asked to declare such assets and the same shall be recorded in a register at the security gate;

2. Imaging devices such as **mobile phones, laptops, cameras etc** shall not be permitted within the facility;

3. Visitor badges/ tokens shall be issued to all visitors to the EMPANELLED AGENCIES office;

4. Entry and exit along with date and time and the purpose of visit of visitors shall be recorded in a visitor's register maintained at the entrance gates;

5. Visitors shall be escorted by authorized personnel to enter critical information processing areas and access logs shall be maintained for audit purposes;

6. Information systems containing UIDAI information shall be disposed-off securely only after obtaining approval from UIDAI authorized personnel;

7. Before sending any equipment out for repair, the equipment shall be sanitised to ensure that it does not contain any UIDAI sensitive data.

8. All EMPANELLED AGENCIES personnel accessing UIDAI information assets shall be made aware of UIDAI information security policies and controls for protecting unattended equipment;

9. A clear desk and clear screen policy for UIDAI information processing facilities shall be adopted to reduce risks of unauthorized access and loss of and damage to information. Following shall be ensured:

    a) Paper and computer media shall be stored in locked cabinets and/or secure enclosures when not in use;

    b) Restricted and Confidential information and storage media shall be locked away when not required especially during non-business hours;

    c) Screen savers or related technological controls shall be implemented to lock the screen of the information systems when unattended beyond a specified duration;

    d) Printed copies shall be secured;

    e) Unused paper documents and printed papers shall be shredded.

VI. Operations Security

EMPANELLED AGENCIES OPERATIONS

1. EMPANELLED AGENCIES shall ensure that systems are placed in secured areas and access to the systems is restricted only to authorized personnel;

2. EMPANELLED AGENCIES shall ensure transmission security of jobs;

3. The firmware of the all IT system shall be updated with the latest security patches as and when they become publicly available;

4. No printers shall be allowed in the location;

5. Any abnormality shall be investigated and reported to Head Information Security, UIDAI;

6. EMPANELLED AGENCIES shall maintain an MIS of the operations and share the same with UIDAI on a periodic basis for the purpose of tracking and reconciliation.

SYSTEMS OPERATIONS SECURITY

1. All systems that connect to CIDR or handle the residents' personal data shall be secured using endpoint security solutions. At the minimum, anti-virus / malware detection software shall be installed on such systems;

2. Safeguards shall be implemented in the information systems to prevent the execution of malware;

3. Standard Operating Procedure (SOP) shall be developed for all information systems and services related to UIDAI operations. The SOP shall include the necessary activities to be carried out for the operation and maintenance of the system or service and the actions to be taken in the event of a failure;

4. All changes to information systems and facilities processing UIDAI information shall be notified to UIDAI;

5. A record of all changes shall be maintained and provided to relevant stakeholders as and when required;

6. The Operating System shall be updated with the latest security patches as and when they become publicly available;

7. Any changes to the operating procedure shall be notified to UIDAI. A record of all changes shall be maintained and provided to relevant stakeholders as and when required;

8. Event logs recording the critical user-activities, exceptions and security events shall be enabled and stored to assist in future investigations and access control monitoring;

9. Regular monitoring of the audit logs shall take place and results shall be recorded;

10. Logs shall be monitored and analyzed for any possible unauthorized use of information systems;

11. Audit logs shall capture details like User IDs, Date and time of log-on and log-off, Terminal identity or location, if possible, Records of successful and rejected system access attempts, Records of successful and rejected data and other resource access attempts, time stamp of event, source IP ,details of Port used etc.

12. Access to audit trails and event logs shall be provided to authorized personnel only;

13. Logs shall be protected from unauthorized access or deletion;

14. All computer clocks shall be set to an agreed standard and checked to make corrections to any significant variations observed;

15. The date and time settings of the critical servers and network devices shall be synchronized with a centralized in-house solution or NTP aligned with the relevant time zone;

VII. Communications Security

1. The network between CIDR and EMPANELLED AGENCIES shall be secure. EMPANELLED AGENCIES shall connect with CIDR through leased MPLS lines;

2. All unwanted network services (such as FTP or Telnet) should be turned off to reduce the attack surface exposed by the devices;

3. All network accessible services shall be protected using passwords that are consistent with the UIDAI password policy(as shared from time to time);

4. Special consideration shall be given to Wireless networks due to poorly defined network perimeter. Appropriate authentication, encryption and user level network access control technologies shall be implemented to secure access to the network;

5. Where the mobile device policy allows the use of privately owned devices(e.g. Bring Your Own Device – BYOD), the related security measures should also consider:

   a) Separation of private and business use of the devices, including using software to support such separation and protect business data on a private device;

   b) Providing access to business information only after users have signed an end user agreement acknowledging their duties (physical protection, software updating, etc.), waiving ownership of business data, and allowing remote wiping of data by the organization in case of theft or loss of the device or when no longer authorized to use the device. The policy and measures need to take into account the privacy legislation.

6. Systems processing UIDAI information files shall automatically log out the operator and lock itself after a period of inactivity;

VIII. Information Security Incident Management

1. EMPANELLED AGENCIES shall be responsible for reporting any security weaknesses, any incidents, possible misuse or violation of any of the stipulated guidelines to UIDAI – Head Information Security;

2. Monthly security reports shall be sent to UIDAI for tracking and review of security weakness, incidents and violation to validate the closure status;

3. Loss / theft of partially finished / finished products shall be reported to the local law enforcement agency and UIDAI within 24 hours.

IX. Compliance

1. EMPANELLED AGENCIES shall comply with all terms and conditions outlined in the UIDAI EMPANELLED AGENCIES agreement;

2. UIDAI shall reserve right to audit systems and processes of the EMPANELLED AGENCIES on an annual basis and/or on need basis to ensure compliance with stipulated security policy published from time to time, but not limited to this document. The audit plan shall include information security and technical testing controls required to protect UIDAI information assets. UIDAI shall share the findings of the audit with the EMPANELLED AGENCIES;

3. If any non-compliance is found as a result of the audit, the EMPANELLED AGENCIES shall:

   a. Determine the causes of the non-compliance;

   b. Evaluate the need for actions to avoid recurrence of the same;

   c. Determine and implement corrective action;

   d. Review the corrective action taken.

4. EMPANELLED AGENCIES shall use only licensed software within the UIDAI network environment. Record of all software licenses shall be kept and updated regularly;

5. EMPANELLED AGENCIES shall follow information security industry best practices as per International standards like ISO27001: 2013 to maintain information security posture;

6. EMPANELLED AGENCIES and their partners shall ensure compliance to IT Act 2000 and 2008 amendments.

X.   Change Management

1. EMPANELLED AGENCIES shall document all changes to UIDAI Information Processing facilities/ Infrastructure/ processes;

2. All Changes shall be approved by the UIDAI management before being implemented; Change log/ register shall be maintained for all changes performed.

Service Level Agreement (SLAs)

1.   The Service Level Agreement (SLA) defined in this RFE specifies the expected levels of baseline service to be provided by the SDA to UIDAI.

2.   The performance of the SDA services shall be measured against the SLAs detailed below. The service level targets define the levels of service to be provided by the SDA to UIDAI for the applicability period (defined below) or duration of this empanelment, whichever is earlier, or until the stated SLA targets are amended.

3.   Any degradation in the performance of the services undertaken by the SDA will be subject to levying of liquidated damages against the bi-monthly payment as outlined in the RFE. The liquidated damages mentioned here are pre-estimates of damages likely to flow from the breach of timelines and service levels.

4.   Liquidated damages will be calculated on bi-monthly basis. The cumulative 'liquidated damages' for each bi-month shall under no circumstances exceed 10% of the due bi-monthly payment (exclusive of applicable taxes, duties and levies) to SDA.

5.   **Application of Liquidated Damages**

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

Severity Level	Points
0	-2
1	2
2	4
3	6
4	8

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

Points accumulated	LD as % on actual due bi-monthly payment (excl. of taxes, duties and levies)
>=8	4 %
6	3 %
4	2%
2	1%
<= 0	0 %

7. The applicable LD amount calculated above will be deducted from actual bi-monthly payment payable.

8. **Applicable SLAs: -**

   a. **SLA001 Mobilization of all selected resources as per the timeline**

SLA number	Target	Applied Severity level
SLA 001	<= T (T '' being the deployment offer date from issue of PO by SDA in its proposal)	0
	> T and <=T+14 days	2
	> T+14 days	4
Definition of SLA	This SLA applies to team mobilization and deployment of selected resources, from the date of PO signing.	
Scope of SLA	Ensure all selected resources are mobilized within the date committed in the proposal.	
Process to capture raw data for SLA calculations	Manual [tabulated after verification of attendance data from UIDAI biometric attendance system]	

SLA number	Target	Applied Severity level
SLA calculation	Daily variance = [(Actual date of mobilizing resources as defined) – (Planned date of mobilizing resources as defined)];	
Assumptions	"T" being the deployment offer date from issue of PO by SDA in its proposal; "Week" means 7 days;	
Measurement Interval	One time, at T+15 days, or on completion whichever is later	
Reporting Interval	One time, at T+15 days, or on completion whichever is later	
Reports and Data submitted to	Concerned UIDAI Stakeholders	

b.   **SLA 002 – Number of Resource replacements in a Bi-monthly period**

SLA number	Target	Applied Severity level
SLA 002	Up to '1' replacement	0
	Every increase of '1' replacement	Increases by 2
Definition of SLA	Number of resource replacements because of Agencies reasons or on request of UIDAI	
Scope of SLA	This SLA will be applicable to all the Resources, for whom replacement is initiated	
Tool used for SLA monitoring	N/A	
Process to capture raw data for SLA calculations	Manual [by using attendance data from the UIDAI biometric attendance system]	

SLA number	Target		Applied Severity level
SLA calculation	Total number of Resource replacements, which were initiated by the SDA, in two months		
LD calculation	The SLA value and the LD will be calculated as per the table based on the severity levels defined and points accumulated.		
Measurement Interval	Bi-monthly		
Reporting Interval	Bi-monthly		
Reports and Data submitted to	Concerned UIDAI Stakeholders		
Note	The SLA calculation will not include the resources for whom replacement is initiated by UIDAI.		

c.   **SLA 003 – Minimum overlap period during resource replacement**

SLA number	Target		Applied Severity level
SLA 003	Overlap period >= 7 business days		0
	Overlap period < 7 business days		2
Definition of SLA	This SLA is to measure the "overlap period" between an outgoing SDA resource and the incoming SDA resource. A minimum of 7 business days is necessary to ensure adequate knowledge transition and handover of project tasks from the outgoing resource to the incoming resource.		
Scope of SLA	This SLA will be applicable for all resources, for whom replacement is initiated by SDA		
Tool used for SLA monitoring	N/A		
Process to capture	Manual [by using attendance data from the UIDAI biometric attendance		

SLA number	Target	Applied Severity level
raw data for SLA calculations	system]	
SLA calculation	Overlap Period = Number of business days where the outgoing and incoming resource(s) are present in UIDAI premises, as per the UIDAI biometric /manual attendance system.	
Remarks	Business Days= No. of Working days as per UIDAI /GoI Calender	
Measurement Interval	Bi-monthly	
Reporting Interval	Bi-Monthly	
Reports and Data submitted to	Concerned UIDAI Stakeholders	
Note	The SLA calculation will not include the resources for whom replacement is initiated by UIDAI.	

d.   **SLA 004 – Minimum Resource Availability**

SLA number	Target		Applied Severity level
SLA 004	Monthly availability for each of the resources, including UIDAI holidays, is defined below;		
	i. >= 18 business days	0	
	ii. Between 12 to 18 business days	2	
	iii. < 12 business days	4	
Definition of SLA	This SLA applies to the availability of all resources in a month. The attendance logged by each of these resources will be used to compute the monthly availability.		

SLA number	Target	Applied Severity level
Tool used for SLA monitoring	N/A	
Process to capture raw data for SLA calculations	Manual [by using attendance data from the UIDAI biometric/Manual attendance system]	
SLA calculation	Calculation of actual business days logged per month for all resources.	
Measurement Interval	Monthly	
Reporting Interval	Bimonthly	
Reports and Data submitted to	Concerned UIDAI Stakeholders	
Note	The SLA calculation will not include the resources for whom replacement is initiated by UIDAI.	