

BID NO. T-11014/39/2016-Tech

DATED-17th March 2017

**Online Request for Proposal
FOR
Application Software Development,
Maintenance and Support Services
Agency (ASDMSA)**

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA,
Ministry of Electronics & Information Technology (MeitY)
GOVERNMENT OF INDIA,
NEW DELHI**

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CHECKLISTS

As a part of Online submission of the bid please check whether following have been enclosed in the respective packets, namely, Packet - 1 (**Fee, EMD, Pre-Qualification Bid, Technical Bid**), and Packet -2 (**Commercial Bid**):

1. Check List of documents/supporting documents to be enclosed in the Tender Fee, EMD(Packet-1, Part-1)

(please refer to Section II – Instruction to Bidders)

S. no	Description	Whether Enclosed (Y/N)
1	Signed and scanned copy of Bid Document Fee Demand Draft . (original submitted separately) as per Clause 4 of Section I	
2	Signed and scanned copy of Bid Security (original submitted separately) of the prescribed amount as per Clause 3 of Section I and validity pursuant to Clause 5 of Section II	

2. Check List of Annexure/Standard Forms to be enclosed in the Pre-Qualification Bid (Packet-1, Part-2) as per Clause 17 of Section II.

S. no	Description	Whether Enclosed (Y/N)
1	The bidder should not have been blacklisted / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs. Undertaking from bidder in this regard to be submitted.	
2	Signed and scanned copy of Bidder's valid, Service Tax Number and PAN Number.	
3	The Bidder must be a reputed and experienced company operating in the field of Application Software Development having a registered office in India since the last 4 years as on 28.02.2017 and shall provide documentation signed by the Authorized signatory as per Clause 17 of Section II. Signed and scanned copy of Documents to be uploaded.	
4	The Bidder must have an average annual turnover of minimum INR 25 Crores during each of the last 3 financial years ending 31 st March, 2016 from Application Software Development. The Application Software Development turnover should primarily be from application software development (custom or product development only) and not from package/COTS implementation or customization. The turnover refers to the turnover of the company and not the composite turnover of its subsidiaries/sister concerns, etc. The bidder must submit signed and scanned copy of the Memorandum of Association (MOA), Audited Balance Sheets and Profit & Loss Account Statement for last 3	

S. no	Description	Whether Enclosed (Y/N)
	financial years ended on 31.03.2016 along with the bid. However, in the case of non-availability of audited balance sheets, a Certificate from the Statutory Auditor of the Bidder's Company certifying the turnover of the Bidder in the last three financial years would be acceptable.	
5	The Bidder must have completed at least 3(three) software development and maintenance projects exceeding a cumulative value of 5 crores between 1 st April, 2013 and 28 th February, 2017 and the details of such projects must be furnished for evaluation of Technical bids. Certificate from the Company Auditors/ Company Secretary and duly attested by the Authorised signatory providing details of the projects undertaken including value of the project, scope of work, client details, number of application development resources period of execution etc. Also see Clause 17 of Section II.	
6	The bidder should be a registered company in India as per Companies Act 1956. The Certificate of Incorporation issued by Registrar of Companies is required to be submitted.	
7	Bidder should submit signed and scanned copy of the Authorization letter.	
8	Bidder should have ISO Certificate 9001 or any other equivalent or better quality certificate.	
9	The Bidder should have a minimum of 150 technically qualified professionals of similar qualification and skill set on its payroll at the time of bid submission. This may be verified by self-attested statement certifying the fact in addition to EPF statements for the month preceding month of bid submission.	

S. No.	Description	Whether Enclosed (Y/N)
Pre-qual form 1	Pre-Qualification Proposal Submission Form	
Pre-qual form 2	Bidder's Organization and Requisite Experience	

3. Check List of Annexure/Standard Forms to be enclosed in the Technical Bid (Packet-1, Part-3)

S. No.	Description	Whether Enclosed (Y/N)
TECH-1	Technical Proposal Submission Form	

S. No.	Description	Whether Enclosed (Y/N)
TECH-2	Bidder's Organization and Experience A. Bidder's Organization B. Bidder's Experience	
TECH-3	Structure of Technical Proposal	
TECH-4	Team Composition and Task Assignments	
TECH-5	Curriculum Vitae (CV) for Proposed Professional Staff	

4. Check List of Annexure/Standard Forms to be enclosed in the Financial Bid (Packet-2, Part I& II)

S. No.	Description	Whether Enclosed (Y/N)
FIN-1	Financial Proposal Submission Form	
FIN-2	Summary of Costs	
Price BOQ	Price Bid: Schedule of price bid in the form of BOQ_XXXX.xls (This can be downloaded during online submission and can be submitted online itself).	

Important Note:

- The Annexure, other supporting documents and the above list in 1, 2, 3 and 4 shall be placed in the respective Packets and Parts.
- Checklist should be part of Pre-Qualification mentioning Enclosed(Y/N).

SECTION I – Invitation to Bid

1. Preamble

This invitation to online bid is for “For providing application software development, maintenance and support services” of Unique Identification Authority of India.

- a) Bidders are advised to study the Bid document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Offers/documents prepared in accordance with the procedures enumerated in the RFP should be submitted to UIDAI not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 2 of Section I.**
- b) Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in **Clause 2.1** should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the address given in the **Schedule for Invitation to Bid under Clause 2 of Section I.** Tenderer/Contractor are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>’. Bid documents may be scanned with **100 dpi with black and white option**. However bidder must ensure that the scanned documents are legible.
- c) Manual bids shall not be accepted.
- d) Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- e) Tenderer who has downloaded the tender from the UIDAI website www.uidai.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to

be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.

- f) Intending bidders are advised to visit again UIDAI website www.uidai.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- g) The Hard Copy of original instruments in respect of cost of tender document, earnest money, original copy of affidavits, etc. certificate must be delivered to the address as mentioned in the **Section I, Clause 2** on or before bid opening date/time as mentioned in critical date sheet. Tenderer may reject the bid for non-submission of original payment instrument like DD, etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non-refundable.
- h) Bids will be opened as per date/time as mentioned in **Section I, Clause 2**. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening date will be intimated later.
- i) All Bids must be accompanied by an **EMD (Earnest Money Deposit) / Bid Security**.
- j) The Pre-Qualification criteria for the bidders should be fulfilled for consideration of the bid.
- k) The Bid Document is confidential and not transferable.

Name of the Purchaser	UIDAI acting through the Chief Executive Officer, Unique Identification Authority of India, Ministry of Electronics & Information Technology, Govt. of India (GoI), 9th Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.
Method of selection	Pre-Qualification of eligible Bidders followed by Quality and Cost Based Selection [QCBS]
Name of the assignment	Application Development, Maintenance & Support Services to UIDAI for Design, Development, Testing, Support, and Maintenance of the UID Application Software (UID-APP)
2. Schedule for Invitation to Bid	a) Name of the Purchaser: UIDAI acting through the Chief Executive Officer, Unique Identification Authority of India, Ministry of Electronics & Information Technology, Govt. of India

	<p>(GoI), 9th Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.</p> <p>b) Addressee and Address: The Deputy Director General (Technology) Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India (GoI), 9th Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.</p> <p>c) Name of the Contact Person for any clarification: Shri Saibal Sen, Section Officer (Tech), Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India (GoI), 9th Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001. Queries should be submitted via E-mail or in hardcopy. E-mail – sotech@uidai.gov.in</p> <p>d) Important Dates</p> <table border="1"> <tr> <td>Published Date</td><td>17th March 2017 at 1300 hrs</td></tr> <tr> <td>Pre-Bid Meeting</td><td>28th March 2017 at 1500 hrs</td></tr> <tr> <td>Submission of Clarification, if any</td><td>29th March 2017 on or before 1600 hrs</td></tr> <tr> <td>Clarification / corrigendum to be uploaded on the CPPP Portal</td><td>7th April 2017 on or before 1800 hrs</td></tr> <tr> <td>Bid Submission Start Date</td><td>8th April 2017 at 1000 hrs</td></tr> <tr> <td>Bid Submission End Date</td><td>21th April 2017 at 1100 hrs</td></tr> <tr> <td>Bid Opening Date</td><td>24th April 2017 at 1500 hrs</td></tr> <tr> <td>Financial Bid Opening Date</td><td>Will be communicated later.</td></tr> </table>	Published Date	17 th March 2017 at 1300 hrs	Pre-Bid Meeting	28 th March 2017 at 1500 hrs	Submission of Clarification, if any	29 th March 2017 on or before 1600 hrs	Clarification / corrigendum to be uploaded on the CPPP Portal	7 th April 2017 on or before 1800 hrs	Bid Submission Start Date	8 th April 2017 at 1000 hrs	Bid Submission End Date	21 th April 2017 at 1100 hrs	Bid Opening Date	24 th April 2017 at 1500 hrs	Financial Bid Opening Date	Will be communicated later.
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Bid Submission End Date	21 th April 2017 at 1100 hrs																
Bid Opening Date	24 th April 2017 at 1500 hrs																
Financial Bid Opening Date	Will be communicated later.																

3. EMD/Bid Security Cost	<p>a) All Bids must be accompanied by an EMD (Earnest Money Deposit) / Bid Security of amount of INR 40,00,000 (Forty Lakhs Only), in the form of Bank Guarantee as mentioned in Appendix C of Section VI.</p> <p>b) The Bidder who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY), are exempted from submission of bid security. Such Bidders must furnish a valid certificate in this regard.</p>
4. Bid Document Fee	<p>a) The Bidder is required to pay INR 1000 towards Bid Document Fee, on or before bid opening date/time, in the form of a Bank Demand Draft failing which the Bids submitted by the Bidder shall not be entertained and shall be summarily rejected. The Bank Demand Draft should be drawn on a Scheduled Bank in favour of “PAO, UIDAI” and payable at New Delhi. The Bid Document Fee is non-refundable. The Bid Document is not transferable.</p> <p>b) The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the UIDAI. The UIDAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.</p> <p>c) The Micro and Small Enterprises if registered with any government bodies specified by Ministry of Micros Small and Medium Enterprises (MoMSME), are exempted from submission of bid document fee subject to validity of their registration from date of opening of tender.</p>
5. Procedure for Submission of Online Bids on CPP Portal	<p>The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.</p> <p>i) Registration</p> <ol style="list-style-type: none"> 1. Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge. 2. As part of the enrolment process, the bidders will be required to

	<p>choose a unique username and assign a password for their accounts.</p> <ol style="list-style-type: none"> Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token. <p>ii) Searching for tender documents</p> <ol style="list-style-type: none"> There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk. <p>iii) Preparation of bids</p> <ol style="list-style-type: none"> Bidder should take into account any corrigendum published on the tender document before submitting their bids. Please go through the tender advertisement and the tender
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	<p>document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <ol style="list-style-type: none"> 3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. <p>iv) Submission of bids</p> <ol style="list-style-type: none"> 1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues. 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. 3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument. 4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected. 5. Bidders are requested to note that they should necessarily submit
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	<p>their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.</p> <ol style="list-style-type: none"> 6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. 7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. 8. Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details. 9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings. <p>v) Assistance to bidders</p> <ol style="list-style-type: none"> 1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
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	<p>2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.</p>
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SECTION II – Instructions to Bid

<p>Introduction</p>	<p>The UIDAI will select an Application Development, Maintenance, and Support Service Agency (ASDMSA) which must be a company/ organization (the Bidder), in accordance with the method of selection specified in Clause 1 of Section II. Detailed scope of the assignment/ job has been described in the SOW, Section V.</p> <p>The date, time, and address for submission of the proposals has been given Clause 2 of Section I. Interested Bidders are invited to submit a Pre-Qualification Proposal, Technical Proposal and a Financial Proposal, for Application Development, Maintenance, & Support Services required for the assignment named in the Data Sheet.</p> <p>Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. Bidders should contact the Purchaser's representative named in the Clause 2(c) of Section I to obtain additional information on the pre-proposal conference.</p> <p>The Purchaser will provide at no cost to the Bidders the inputs and facilities and make available relevant project data and reports. Bidders shall bear all costs associated with the preparation and submission of their proposals.</p>
<p>1. Online Bids Submission Process</p>	<ol style="list-style-type: none"> 1. The tender shall be submitted Online (complete in all respect) must be uploaded on https://eprocure.gov.in/eprocure/app in two packets i.e. Two Cover system (Cover - 1: Fee, Pre-Qualification, Technical bid and Cover -2: Financial bid), and bidder must follow the procedure as detailed in the Clause 5 of Section I. 2. The bid shall be submitted online, the Signed and Scanned copy of all the required documents in – <ol style="list-style-type: none"> A. Packet -1, Part-1 having, viz., <ul style="list-style-type: none"> • Tender Fee + EMD B. Packet -1, Part-2 having, viz., <ul style="list-style-type: none"> Checklist with Y/N as mentioned in CHECK LIST section for point 1,2,3 and 4 + Documents as per check list for Prequalification plus PRE-QUAL Form 1 and PRE-QUAL Form 2 as mentioned in Section IV C. Packet-1, Part-3 having, viz., <ul style="list-style-type: none"> • Technical Bid Submission (All the required supporting as well as Forms as mentioned in CHECK LIST section) D. Packet-2 having viz., <ul style="list-style-type: none"> • Financial Bid Submission (All the required supporting as well as Forms as mentioned in CHECK LIST section)

	<ul style="list-style-type: none"> • Schedule of price bid in the form of BOQ_XXXX.xls <ol style="list-style-type: none"> 3. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All the files mentioned below should be in .PDF format except for the BoQ which should be .xls format. 4. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter. 5. Original Instruments for EMD (as per Bank Guarantee Format in Appendix C) and Demand Draft for Tender Fee must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the Clause 2 of Section I.
2. Bid Prices	<ol style="list-style-type: none"> 1. The Financial Proposal/Commercial bid format as mentioned in Financial Proposal of Section IV is also provided as BOQ_XXXX.xls along with this tender document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this BOQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, bid will be rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI. 2. The unit prices quoted in the above mentioned proforma will be used to calculate charges for 'change orders', if any. 3. In the absence of the above information, as requested in Clause 2.1, a bid may be considered incomplete and summarily rejected. 4. The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the detailed study of the facilities in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.

<p>3. Firm Prices</p>	<ol style="list-style-type: none"> 1. Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever throughout the currency of contract. The Bidder shall, therefore, indicate the prices in Financial Proposal of Section IV enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only. 2. The Commercial bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in Financial Proposal of Section IV. Prices quoted in the Financial Proposal of Section IV and BOQ_XXXX.xls should be same and in case of any deviation in BOQ_XXXXX.xls will be considered and UIDAI, at its discretion, may ask for clarification with respect to taxes, duties, fees, levies, works contract tax and other charges. 3. The Purchaser, reserves the right to review and negotiate the charges payable for Goods/ Services at the beginning of each year or at any time, whichever is earlier, to incorporate downward revisions as applicable and necessary.
<p>4. Discount</p>	<ol style="list-style-type: none"> 1. The Bidders are advised not to indicate any separate discount. Unconditional Discounts, if any, should be merged with the quoted prices. Discount of such type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, without considering discount, is found to be the lowest, the UIDAI shall avail such discount at the time of award of contract.

<p>5. Bid Security</p>	<ol style="list-style-type: none"> 1. The Bidder, except those bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY), shall furnish, as part of its bid, a bid security of the amount mentioned in Clause 3 of Section I. Bidders who are registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or with the Ministry of Electronics and Information Technology (MeitY) must furnish a valid certificate in this regard. 2. The bid security is required to protect the UIDAI against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 5.7. 3. The bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee issued by a Scheduled Bank, in the proforma provided at Appendix C of Section VI in the Bid Document and shall be valid for 45 days beyond the validity of the Bid. 4. Any bid not secured in accordance with Clauses 5.1 and 5.3 will be rejected by the UIDAI as non-responsive. 5. Unsuccessful Bidder's bid security will be discharged/ returned as promptly as possible but not later than 30 days after award of contract to the selected bidder. 6. The successful Bidder's bid security will be discharged upon the Bidder executing the Contract, pursuant to Clause 15 and furnishing the performance security, pursuant to Clause 16. 7. The bid security may be forfeited, if: <ol style="list-style-type: none"> a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or b. In the case of a successful Bidder, if the Bidder fails; <ol style="list-style-type: none"> i. to sign the Contract in accordance with Clause 15; ii. to furnish performance security in accordance with Clause 16.
<p>6. Period of Validity of Bids</p>	<ol style="list-style-type: none"> 1. Bids shall remain valid for 180 days after the last date of submission of bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive. 2. In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of bid security provided under Clause 5 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

7. Format and Signing of Bid	<ol style="list-style-type: none"> 1. Tender bid must contain the name, office and office addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A certificate from bidder's HR/ legal department must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of company. 2. Un-signed, un-stamped and without certificate for authorized person from bidder's HR / legal department bid shall not be accepted. 3. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid. 4. All pages of the bid being submitted must be legible, signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading. Ambiguous bids will be out rightly rejected.
8. Address for Correspondence	<ol style="list-style-type: none"> 1. The Bidder shall designate the official mailing address, place, and email to which all correspondence shall be sent by the UIDAI.
9. Opening of Bids by UIDAI	<ol style="list-style-type: none"> 1. Online bids (complete in all respect) received along with BG (as per Appendix C) of EMD (Physically) and Demand Draft of Tender Document Fee (Physically) will be opened as mentioned in the Clause 2 of Section I. Bid received without EMD will be rejected straight way. EMD and Tender Fee original instrument must be submitted to the address as mentioned in the Clause 2 (c) of Section I on or before the last date of submission of Bids as per Clause 2 (d) of Section I. 2. A duly constituted committee will evaluate Eligibility Criteria of bidders. 3. Bids of only eligible and pre-bid qualified bidders will be taken up for further evaluation. 4. The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the bid opening.
10. Criteria for Evaluation of Bids	<p>QCBS method of selection of Bidder will be done. The evaluation will be done in 3 phases by the Evaluation Committee (EC) setup by UIDAI. Any time during the process of evaluation the UIDAI may seek specific</p>

	clarifications from any or all Bidders.													
Phase I: Evaluation of Pre-Qualification Bids	<p>The Evaluation Committee (EC) shall first evaluate the Pre-Qualification Proposal as per the Pre-Qualification Criteria detailed in Clause 17. The Pre-Qualification proposal shall be evaluated based on the information provided in the Standard Forms (Section IV) and the supporting documents.</p> <p>The Technical proposals of only those bidders will be evaluated, who qualify in the evaluation of the pre-qualification proposals. Evaluation Committee while evaluating the Technical Proposals will have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.</p>													
Phase II: Evaluation of Technical Bids	<p>The EC shall evaluate the Technical Proposals on the basis of their responsiveness to the Statement of Work and by applying the evaluation criteria, sub-criteria specified below. Only pre-qualified responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will be done and at this stage the financial bid (proposal) will remain unopened. Bidders, if asked for, shall make presentation to Evaluation Committee. The qualification of the Bidder and the evaluation criteria for the technical proposal shall be as defined below. Each responsive proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, & particularly the Statement of Work or if it fails to achieve the minimum technical score mentioned below.</p> <p>Criteria, sub-criteria, and point system for the Detailed Evaluation of Technical Proposals are:</p> <p>Following outlines the broad parameters based on which evaluation of technical proposals of the bidders shall be carried out by UIDAI.</p> <table border="1"> <thead> <tr> <th>SL</th><th>EVALUATION PARAMETER</th><th>EVALUATION CRITERIA</th><th>WEIGHT-AGE</th><th>MAXIMUM SCORE</th></tr> </thead> <tbody> <tr> <td>A</td><td>Bidder's credentials (turnover & resources)</td><td> Annual Turnover from Application Software Development (excluding COTS implementation or customisation) during last 3 financial yrs. ending 31/03/16 25Cr - 50Cr - 6 Marks 50Cr - 75Cr - 8 Marks Above 75 Cr - 10 Marks </td><td>10%</td><td>10</td></tr> </tbody> </table>				SL	EVALUATION PARAMETER	EVALUATION CRITERIA	WEIGHT-AGE	MAXIMUM SCORE	A	Bidder's credentials (turnover & resources)	Annual Turnover from Application Software Development (excluding COTS implementation or customisation) during last 3 financial yrs. ending 31/03/16 25Cr - 50Cr - 6 Marks 50Cr - 75Cr - 8 Marks Above 75 Cr - 10 Marks	10%	10
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	B	Evaluation of only 3 Software projects out of those at least one should be in similar large scale open source application.	<p>Cumulative Value of Software Development projects (Excluding COTS implementation or customisation) between 1st April, 2013 and 28th February, 2017 exceeding 5 Cr –</p> <p>5 Cr - 8Cr - 14 Marks 8 Cr - 12 Cr - 17 Marks Above 12 Cr - 20 Marks</p> <p>Software development projects 'Gone Live' till 28th February, 2017 may also be considered. However, value of such projects shall be derived from the contract with the respective client and only value up to the mile stone achieved shall be considered for evaluation. Bidder shall provide clear evidences to this effect including contract copy with payment schedule and work completion certificate mentioning the value or services rendered/ milestone completed.</p>	20%	20	
	C*	Team constitution and staffing (as mentioned in the clause 13.4 and 13.7 of section V)	<p>Average Marks of the candidates obtain during interview for respective bidder</p> <p>Below 60% 0 Marks</p> <ul style="list-style-type: none"> • above 60% & up to 70 %- 35 Marks • above 70% & up to 80%- 40 Marks • above 80% & up to 90% -45 Marks • above 90% & up to 	50%	50	

			100% -50 Marks		
	D#	Technical Presentation	1. Understanding of requirement [10 marks] 2. Implementation Methodology [10 marks]	20%	20
		Total Score (St)		100%	100
<p>St = Total points obtained for the above criteria A, B, C, D</p> <p>The minimum technical score St required to pass is 70 Points and minimum criteria for each section as detailed in the table above.</p> <p>* For Interview CVs to be submitted as mention in clause 13.4 of Section-V, Interview will be taken by Interview Panel formed by UIDAI and respective bidders will be intimated during the technical evaluation stage for the venue, time and date.</p> <p># Slots will be communicated to all the respective bidders for presentation. Presentation duration will be of 30 mins.</p>					
Phase III: Evaluation of Commercial Bids	<p>Financial proposals of only those companies who are technically qualified shall be opened publicly on the date & time specified in the Critical Dates section or the date and time communicated by the UIDAI. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p> <p>In the QCBS method of selection of Bidder, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated below. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P =the weight given to the Financial Proposal ;)</p> <p>$S = St \times T + Sf \times P$.</p> <p>The company achieving the highest combined technical and financial score will be declared L1.</p>				

	<p>The formula for determining the financial scores is the following:</p> $Sf = 100 \times Fm / F$ <p>in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p>T = 70%; and P = 30%</p>
11. UIDAI's Right to Vary Scope of Contract at the time of Award	<ol style="list-style-type: none"> 1. The UIDAI may at any time during the period of contract, by a written order given to the Bidder, make changes within the general scope of the Contract. Accordingly, the UIDAI reserves the right to expand resources by up to 50% or to reduce up to 25% as when work is reduced if deemed necessary by UIDAI, subject to 50% of the Contract value. 2. The UIDAI shall reserve the right, not to purchase all or partial services/resources quoted by the bidder in this bid.
12. UIDAI's Right to Accept Any Bid and to Reject Any or All Bids	<ol style="list-style-type: none"> 1. The UIDAI reserves the right to accept any bid, and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the UIDAI's action.
13. Clarification	<ol style="list-style-type: none"> 1. When deemed necessary, the UIDAI may seek clarification on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.
14. Notification of Award	<ol style="list-style-type: none"> 1. Prior to the expiration of the period of bid validity, the UIDAI will notify the successful Bidder in writing by registered letter or email, to be confirmed in writing by registered letter, that its bid has been accepted. 2. The notification of award will constitute the formation of the Contract. 3. UIDAI upon signing the contract with successful bidder, pursuant to Clause 15, UIDAI will promptly notify each unsuccessful Bidder and will discharge their bid security, pursuant to Clause 5.
15. Signing of Contract	<ol style="list-style-type: none"> 1. At the same time as the UIDAI notifies the successful Bidder that its bid has been accepted, the UIDAI will send the Bidder the Contract Form (Appendix A of Section VI provided in the Bid Document, incorporating all agreements between the parties).

	<p>2. Within 15 days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.</p>
16. Performance Security	<p>1. Within 10 days of the receipt of notification of award from the UIDAI, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Contract Performance Guarantee Bond prescribed at Appendix B of Section VI.</p> <p>2. Failure of the successful Bidder to comply with the requirement of Clause 16 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.</p>
17. Conditions for Pre-Qualification of Bidders	<p>The Technical Proposals of only those bidders who meet the pre-qualification criteria will be opened. Bidders failing to meet these criteria or not submitting requisite proof for supporting pre-qualification criteria are liable to be rejected summarily.</p> <ol style="list-style-type: none"> 1. Bid Document Fee Demand Draft (in original) as per Clause 4 of Section I 2. Bid Security (in original) of the prescribed amount as per Clause 3 of Section I and validity pursuant to Clause 5 of Section II 3. The bidder should not have been blacklisted / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs. Undertaking from bidder in this regard to be submitted. 4. Bidder should have valid, Service Tax Number and PAN Number. 5. The Bidder must be a reputed and experienced company operating in the field of Application Software Development having a registered office in India since the last 4 years as on 28.02.2017 and shall provide documentation signed by the Authorized signatory. Signed and scanned copy of experience certificate in this regard to be submitted along with Work Order/ Completion Certificate/ Client Certificate for previous experience in 'Application Development, Maintenance and Support Services' (mandatory to provide the financial value of the contracts). 6. The Bidder must have an average annual turnover of minimum INR 25 Crores during the each of the last 3 financial years ending 31st March, 2016 from Application Software Development. The Application Software Development turnover should primarily be from application software development(custom or product development only) and not from package/COTS implementation or customization. The turnover refers to the turnover of the company

and not the composite turnover of its subsidiaries/sister concerns, etc. The bidder must submit signed and scanned copy of the Memorandum of Association (MOA), Audited Balance Sheets and Profit & Loss Account Statement for last 3 financial years ended on 31.03.2016 along with the bid. However, in the case of non-availability of audited balance sheets, a Certificate from the Statutory Auditor of the Bidder's Company certifying the turnover of the Bidder in the last three financial years would be acceptable.

7. The Bidder must have completed at least 3(three) application software development and maintenance projects exceeding a cumulative value of 5 crores between 1st April, 2013 and 28th February, 2017 and the details of such projects must be furnished for evaluation of Technical bids. Certificate from the Company Auditors/ Company Secretary and duly attested by the Authorised signatory providing details of the projects undertaken including value of the project, scope of work, client details, number of application development resources, period of execution etc. Bidder shall provide

- Work Order/ Completion Certificate/ Client Certificate for previous experience in 'Application Development, Maintenance and Support Services' (mandatory to provide the financial value of the contracts).

For projects under Non-Disclosure Agreement with the client, bidder shall submit the copy of NDA along with Company Secretary certificate confirming the project scope, order value, start date, project status and project duration.

Software development projects 'Gone Live' till date of submission of this bid shall be considered. However bidder is required to furnish a certification from the respective client clearly mentioning that the project is in Go live status.

Sr. No.	Work Order (WO) Number	Description	Start Date	End Date	Period and value of Contract	Page number on which WO is attached as part of Bid documents

	<p>8. The bidder should be a registered company in India as per Companies Act 1956. The Certificate of Incorporation issued by Registrar of Companies is required to be submitted.</p> <p>9. Bidder should submit Authorization letter for the Authorized Representative.</p> <p>10. Bidder should have ISO Certificate 9001 or any other equivalent or better quality certification;</p> <p>11. The Bidder should have a minimum of 150 technically qualified professionals of similar qualification and skillset on its payroll at the time of bid submission. This may be verified by self-attested statement certifying the fact in addition to EPF statements for the month preceding month of bid submission.</p>
18. Language of Bids	<p>1. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the UIDAI, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.</p>
19. Bidder Qualification	<p>1. The "Bidder" as used in the Bid documents shall mean the one who has signed the Bids. The Bidder may be either the Constituted attorney of the company or the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.</p> <p>2. It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:</p> <p style="padding-left: 40px;">a) Constituted attorney of the company. OR</p> <p style="padding-left: 40px;">b) The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company.</p> <p>The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued. Each bid shall be signed by a duly authorized officer executed under seal.</p> <p>The Bidder shall clearly indicate their legal constitution and the person</p>

	<p>signing the Bids shall state his capacity and also source of his ability to bind the Bidder.</p> <p>The power or authorization, or any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. UIDAI may out rightly reject any bid not supported by adequate proof of the signatory's authority.</p>
20. Contacting the UIDAI	<ol style="list-style-type: none"> 1. No Bidder shall contact the UIDAI on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded. 2. Any effort by a Bidder to influence the UIDAI's Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.
21. Revelation of Prices	<ol style="list-style-type: none"> 1. Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.
22. Local Conditions	<ol style="list-style-type: none"> 1. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost. 2. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The UIDAI shall not entertain any request for clarification from the Bidder regarding such local condition. 3. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim what so ever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the UIDAI and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the UIDAI on account of failure of the Bidder to appraise themselves of local laws /condition.

<p>23. Amendment to the Bid Document</p>	<ol style="list-style-type: none"> 1. At any time prior to the last time and date for receipt of bids, the UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment. 2. The amendment will be notified by UIDAI and which will be binding on all bidders. 3. In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the UIDAI may, at its discretion, extend the last date for the receipt of Bids.
<p>24. Post Qualification</p>	<ol style="list-style-type: none"> 1. The UIDAI will determine to its satisfaction whether the Bidder selected as having submitted the best responsive bid is qualified to satisfactorily perform the Contract. 2. This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities. It will be based upon an examination of the documentary evidence submitted by the Bidder as per document sought in the bid document as well as such other information as the UIDAI deems necessary and appropriate. 3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which even the UIDAI will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
<p>25. Unfair Advantage</p>	<ol style="list-style-type: none"> 1. If a Bidder could derive a competitive advantage from having provided services related to the assignment in question, the Purchaser shall make available to all other Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.
<p>26. Fraud and Corruption</p>	<p>It is required that Bidders participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. The Purchaser:</p> <ol style="list-style-type: none"> a) defines, for the purpose of this paragraph, the terms set forth below as follows: <ol style="list-style-type: none"> (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the Evaluation Committee, in the selection process or in contract execution; (ii) “fraudulent practice” means a misrepresentation or

	<p>omission of facts in order to influence a selection process or the execution of a contract;</p> <p>(iii)“collusive practices” means a scheme or arrangement between two or more Bidders with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;</p> <p>(iv)“coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>b) will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;</p> <p>The Bidders shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.</p>																		
27. Only one Proposal	A Bidder may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.																		
28. Eligibility of Sub-Bidders	The Purchaser shall select a single company as defined in the “Companies Act of 1956” for the execution of this contract and any sub-bidders, contractors, joint-ventures, partnerships or consortiums shall not be allowed.																		
29. Clarification of Bid Document	<p>1. A prospective Bidder requiring any clarification of the Bid Document may notify the UIDAI in writing at the UIDAI’s mail address indicated in Clause 2 of Section I. The queries must be submitted in Microsoft Excel (Hard copy and Soft copy) format as follows:</p> <table><tr><th colspan="6">Name of Bidder:</th></tr><tr><th>Sr. No</th><th>Section No.</th><th>Clause No.</th><th>Page number in Section</th><th>Existing Provision in the Clause</th><th>Clarification Sought</th></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table> <p>2. The UIDAI will respond, to request for clarifications of the Bid Document, received not later than the date prescribed by the UIDAI in Critical Dates.</p>	Name of Bidder:						Sr. No	Section No.	Clause No.	Page number in Section	Existing Provision in the Clause	Clarification Sought						
Name of Bidder:																			
Sr. No	Section No.	Clause No.	Page number in Section	Existing Provision in the Clause	Clarification Sought														

<p>30. Confidentiality</p>	<p>Information relating to evaluation of Proposals, recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.</p>
<p>30.1 Confidentiality of Document</p>	<p>This Bid Document submitted by respective bidder is confidential and the Bidder is required to furnish an undertaking that anything contained in this Bid Document shall not be disclosed in any manner by submitting NDA as per Appendix D of Section VI. Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose. Bidder has to submit a non-disclosure agreement as per Appendix D of Section VI.</p>
<p>31. Consortium Partner Requirement</p>	<p>The Purchaser shall award the contract to a single Application Development, Maintenance and Support Service agency and shall not encourage nor accept any responses from consortiums.</p>
<p>32. Proposal Format and Content</p>	
<p>32.1 Pre-qualification Proposal and Technical Proposal</p>	<p>Bidders are required to submit the Pre-Qualification proposal and the Full Technical Proposal (FTP). The format of the Pre-Qualification Proposal and Technical Proposal to be submitted as mentioned in Checklist and Section IV. Submission of the wrong type of Pre-Qualification and Technical Proposal will result in the Proposal being deemed non-responsive. The Pre-Qualification Proposal shall provide the information as required under Clause 17 of Section II for the evaluation as per Clause 10 of Section II using the attached Standard Forms (Section IV) and shall provide all documentary evidence for the same.</p> <p>The Technical Proposal shall provide the information indicated in the following paras from (a) to (f) using the attached Standard Forms (Section IV).</p> <p>(a) For the FTP: a brief description of the Bidders' organization and an outline of recent experience of the Bidders on assignments of a</p>

	<p>similar nature are required in Form TECH-2 of Section IV. For each relevant assignment, the outline should indicate the names of Professional staff (key resources along with the roles) who participated, duration of the assignment, contract amount, and Bidder's involvement. Information should be provided only for those assignments for which the Bidder was legally contracted by the Purchaser as a corporation or as one of the major companies within a joint venture. Assignments completed by individual Professional staff working privately or through agencies cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience if so requested by the Purchaser.</p> <p>(b) For the FTP: Bidders should be able to substantiate the experience claimed in their proposal and must submit Letter of Award / Copy of Contract for all assignments mentioned in the proposal.</p> <p>For projects under Non-Disclosure Agreement with the client, bidder shall submit the copy of NDA along with Company Secretary/ Auditor certificate confirming the project scope, order value, start date, project status, scope and project duration.</p> <p>(c) For the FTP, a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, and organization. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-3 of Section IV.</p> <p>(d) The list of the proposed Professional staff team to be engaged in this assignment by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-4 of Section IV).</p> <p>(e) Estimates of the staff input (staff-months of professionals) needed to carry out the assignment (Form FIN-2 of Section IV). The staff-months input should be indicated separately in the format.</p> <p>(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-5 of Section IV).</p> <p>The Pre-Qualification Proposal and Technical Proposal shall not include any financial information. A Pre-Qualification Proposal or Technical Proposal containing financial information shall be declared non responsive and shall be summarily rejected</p>
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32.2 Financial Proposal

The Financial Proposal shall be prepared using the attached Standard Forms (Section IV) and the Price BOQ as required and mentioned in the Checklist. The bidders are hereby informed that all staff for this assignment shall be co-located along with the UIDAI team and the combined team will be based in Bengaluru. The bidder must make arrangements for efficient human resource management and administration of their staff during the co-located development period. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.

SECTION III – General Conditions of Contract

1. GENERAL PROVISIONS

<p>1.1 Definitions</p>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> (a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, as they may be issued and in force from time to time. (b) “Bidder” means any private or public entity that will provide the Services to the Purchaser under the Contract. (c) “Contract” means the Contract signed by the Parties and all the attached documents i.e. the Sections like General Conditions Section (GC), Statement of Works Section, the Appendices and the Annexure. (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6 of Section III; (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1 of Section III. (f) “Foreign Currency” means any currency other than the currency of the Purchaser’s country. (g) “GC” means these General Conditions of Contract. (h) “Government” means the Government of the Purchaser’s country. (i) “Local Currency” means the currency of the Purchaser’s country. (j) “Bidder” means the Bidder company bidding for this project. (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities. (l) “Party” means the Purchaser or the Bidder, as the case may be, and “Parties” means both of them. (m) “Personnel” means persons hired by the Bidder or by
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	<p>any Sub-Bidders and assigned to the performance of the Services or any part thereof.</p> <p>(n) “Services” means the work to be performed by the Bidder pursuant to this Contract.</p> <p>(o) “Sub-Bidders” means any person or entity to whom/which the Bidder subcontracts any part of the Services.</p> <p>(p) “In writing” means communicated in written form with proof of receipt.</p> <p>(q) “UID-APP” means the complete UID application software.</p> <p>(r) “IT Systems” means all application software, middleware, system software, database, servers, networking, security, storage, etc.</p>
1.2 Relationship between the Parties	<p>Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Purchaser” and the Bidder. The Bidder, subject to this Contract, has complete charge of Personnel and Sub-Bidders, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
1.3 Law Governing Contract	<p>This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.</p>
1.4 Language	<p>This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p>
1.5 Notices	<ol style="list-style-type: none"> Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Clause 2 of Section I. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the Clause 2 of Section I.

1.6 Location	The Services shall be performed at such locations as are specified in Clause 12 of section V as the Purchaser may approve.
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by the Authorized Representative of the Bidder.
1.8 Taxes and Duties	<ol style="list-style-type: none"> 1. The Bidder, Sub-Bidders, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India. 2. The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/Vendor.
1.9 Fraud and Corruption	<ol style="list-style-type: none"> 1. Definitions It is the Purchaser's policy to require that the Purchaser as well as Bidders observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Purchaser: <ol style="list-style-type: none"> (a) defines, for the purpose of this provision, the terms set forth below as follows: <ol style="list-style-type: none"> i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution; ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract; iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels; iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

	<ol style="list-style-type: none"> 1. Measures to be taken by the Purchaser <ol style="list-style-type: none"> (a) The Purchaser may terminate the contract if it determines at any time that representatives of the Bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Bidder having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation; (b) The Purchaser may also apply sanction/s against the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract; 2. Commissions and Fees <ol style="list-style-type: none"> (a) Purchaser will require the successful Bidder to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.
<p>1.10 Limitation of Liability</p>	<ol style="list-style-type: none"> 1. Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out the services, the Bidder, with respect to damage caused by the Bidder to property and/ or assets of the purchaser or of any of the Purchaser's Bidders, shall not be liable to Purchaser: <ol style="list-style-type: none"> a. For any indirect or consequential loss or damage; and; b. For any direct loss or damage that exceeds <ol style="list-style-type: none"> i. The Contract Value, or ii. The proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (i)

	<p>or (ii) is higher.</p> <p>2. This limitation of liability shall not affect the Bidder's liability, if any, for damage to Third Parties caused by the Bidder/ Bidder's Team or any person or firm/ company acting on behalf of the Bidder in executing the work or in carrying out the services.</p>
1.11 Performance Security	<p>1. Within 10 days after the receipt of notification of award of the Contract from the Purchaser, the successful Bidder shall furnish performance security to the Purchaser, which shall be equal to 10 percent (Ten Percent) of the value of the contract in the form of a bank guarantee from a scheduled bank.</p> <p>2. The Performance Security Bank Guarantee shall be released on completion of the Contractual Obligations.</p> <p>3. The performance security should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of Bidder.</p>
1.12 Price Fall	<p>1. The prices charged for services provided under this contract by the Bidder shall in no event exceed the lowest price at which the Bidder sells Services or offers to sell Services of identical description to any persons/organizations including the Purchaser or any department of the Central or State Government or any statutory undertaking of the Central or State Govt., as the case may be, during the currency of the contract.</p> <p>2. If any time during the contract period the Bidder reduces the sale price, sells or offers to sell such Services to any person/organization including the purchaser or any department of State or Central Govt. or any department. of a State Govt. for statutory undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction of sale or offer to sell to the purchaser and the price payable under the contract for the Services supplied after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.</p> <p>3. Prices shall remain firm and shall not be subject to any upward revision on any account whatsoever throughout the currency of contract. The Purchaser, however, reserves the right to review and negotiate the charges payable for</p>

	Services at the beginning of each year or at any time, whichever is earlier, to incorporate downward revisions as applicable and necessary.
1.13 "No Claim" Certificate	The Bidder 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 Bidder after he 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.
1.14 Conflict of interest	<p>The Bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.</p> <p>The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the "Services" under the ongoing contract. It should be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold the client's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.</p> <p>Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, consultants shall not be hired, under the circumstances set forth below:</p> <p>a) Conflict between consulting activities and procurement of goods, works or services: A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a</p>

	<p>firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.</p> <p>b) Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization on public assets shall neither purchase nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.</p> <p>c) Relationship with Government Ministry / Department's staff: Consultants (including their personnel and sub-consultants) that have a business or family relationship with such member(s) of the Ministry or Department's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work.</p>
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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.
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<p>2.2 Termination of Contract for Failure to Become Effective</p>	<p>If this Contract does not become effective within such time period as defined in the RFP, UIDAI vide written notice to the other Party, may declare this offer to sign the Contract to be null and void, in such case UIDAI may forfeit the EMD of the other party and may invite the next ranked bidder or publish new RFP.</p>
<p>2.3 Commencement of Services</p>	<ul style="list-style-type: none"> a) The Bidder shall begin carrying out the Services by 31st day from the signing of the contract between the UIDAI and the Bidder which would be considered as start of commencement of services. b) Towards meeting the staffing sufficiency requirements, ASDMSA shall deploy the initial tranche of resources as mentioned in section V clause 13.1, by the 31st day from the signing of the contract. Remaining resources can be deployed up to 61st day and payment shall be applicable on pro-rata basis. SLA for deployment shall be applicable as defined in the Clause 13.1 Section V c) The Penalty will be applied, if the vendor is not able to deploy/provide resources within 31 days of the signing of contract, as per the Service Level Agreement (Section V, Clause # 15). d) On the Bidder's inability to meet the requirements imposed by the staffing schedule, the Purchaser shall, without prejudice to the other remedies available in the Contract, deduct a sum equivalent to 20% per day per non-deployed resource calculated on the basis of staff man month rate from the quarterly bill, up to maximum deduction of 10 % of the contract value. e) If the Bidder is unable to provide/deploy resources as per Tranche 1 as defined in clause 13.1 section V within sixty (60) days from the contract signing, the Purchaser may consider termination of the Contract pursuant to Clause 2.9.1(k). f) If the Bidder is unable to provide/deploy all resources as per Tranche 2 as per Clause 13.1 of section V within 90 days from date of signing of contract the Purchaser shall have right to terminate Contract pursuant to Clause 2.9.1(k)
<p>2.4 Expiration of Contract</p>	<p>Unless terminated earlier pursuant to Clause 2.3 hereof, this Contract shall expire at the end of such time period as specified in Clause 2.11.</p>

2.5 Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
2.6 Modifications or Variations	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>b) In cases of substantial modifications or variations, the prior written consent of the Purchaser is required.</p>
2.7 Force Majeure	
2.7.1 Definition	<p>a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>b) Force Majeure shall not include</p> <ol style="list-style-type: none"> i. any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Bidders or agents or employees, nor ii. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. <p>c) Force Majeure shall not include insufficiency of funds or</p>

	inability to make any payment required hereunder.
2.7.2 No Breach of Contract	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event</p> <ul style="list-style-type: none"> a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and b) has informed the other Party as soon as possible about the occurrence of such an event.
2.7.3 Measures to be Taken	<ul style="list-style-type: none"> a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the “Purchaser”, shall either: <ul style="list-style-type: none"> i. Demobilize,; or ii. Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract. e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8 of Section III.

<p>2.8 Suspension</p>	<p>The “Purchaser” may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension</p> <ul style="list-style-type: none"> i. shall specify the nature of the failure, and ii. shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.
<p>2.9 Termination</p>	
<p>2.9.1 By the Purchaser</p>	<p>The Purchaser may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this Clause 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days’ written notice of termination to the Bidder, and sixty (60) days’ in the case of the event referred to in (e).</p> <ul style="list-style-type: none"> a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing. b) If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary. c) If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. d) If, as the result of Force Majeure, the Bidder are unable to perform Services for a period of not less than sixty (60) days. e) The Purchaser may by written notice sent to the Bidder, terminate the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination

	<p>becomes effective.</p> <p>f) If the Bidder submits to the “Purchaser” a false statement which has a material effect on the rights, obligations or interests of the “Purchaser”.</p> <p>g) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>h) If the Bidder fails to provide the quality services as envisaged under this Contract. The UIDAI may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one chance to the Bidder to improve the quality of the services.</p> <p>i) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 of Section III hereof.</p> <p>j) Purchaser reserves the right to terminate the agreement with the selected Bidder or reduce the project cost at any stage of the project if the personnel proposed to be deployed full-time on this engagement are not actually working on this assignment on a full-time basis as proposed by Bidder</p> <p>k) The Purchaser may, without prejudice to any other remedy for breach of contract, by 60 days prior written notice of default sent to the Vendor, terminate the Contract in whole or in part:</p> <ol style="list-style-type: none"> If the Vendor fails to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; OR If the Vendor fails to perform any other obligation(s) under the contract.
2.9.2 Cessation of Rights and Obligations	<p>Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except</p> <ol style="list-style-type: none"> such rights and obligations as may have accrued on the date of termination or expiration, the obligation of confidentiality set forth in Clause 3.3 hereof, the Bidder’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause

	<p>3.6 hereof, and</p> <p>d) any right which a Party may have under the Law.</p>
2.9.4 Cessation of Services	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Bidder and equipment and materials furnished by the “Purchaser”, the Bidder shall proceed as provided, respectively, by Clauses 3.9 or 3.10 of Section III hereof.</p>
2.9.5 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses 2.9.1, the Purchaser shall make the following payments to the Bidder:</p> <ul style="list-style-type: none"> a) If the Contract is terminated pursuant to Clause 2.9.1 (d), (e), (g), (h) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination; b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (c) and (f) to (i), the Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Purchaser” may consider to make payment for the part satisfactorily performed.
2.9.6 Disputes about Events of Termination	<p>If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 2.9.1 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p>
2.10 Extension of Contract	<p>The contract may be extended for a period of two years on yearly basis as required by the Purchaser based on mutual agreement and at the time of extension of contract the parties may negotiate for increasing or decreasing the price subject to ceiling of 10%.</p>

2.11 Period of Contract	The service period for ASDMSA as per the scope shall be initially for a period of 2 years (two years) from date of commencement of services. Further extension if any, will be as per clause 2.10.
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3. OBLIGATIONS OF THE BIDDER

3.1 General	
3.1.1 Standard of Performance	The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with Sub-Bidders or third Parties. Bidder should follow and follow and perform services as specified in Section V.
3.2.1 Bidders Not to Benefit from Commissions, Discounts, etc.	<p>a) The payment of the Bidder pursuant to Clause 6 shall constitute the Bidder's only payment in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel, any Sub-Bidders, and agents of either of them similarly shall not receive any such additional payment.</p> <p>b) Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the "Purchaser" on the procurement of goods, works or services, the Bidder shall comply with the Purchaser's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the "Purchaser". Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the "Purchaser".</p>
3.2.2 Prohibition of Conflicting Activities	The Bidder shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3.3 Confidentiality	Except with the prior written consent of the Purchaser, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

<p>3.4 Accounting, Inspection and Auditing</p>	<p>The Bidder</p> <ul style="list-style-type: none"> a) shall keep accurate and systematic accounts and records in respect of the Services to be provided under the RFP/contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and b) with respect to such accounts and records related to this contract, shall periodically permit the “Purchaser” or its designated representative, during the contract period and up to a period of five years from expiration or termination of this Contract, to inspect the same and make copies thereof, as well as to have them audited by auditors appointed by the “Purchaser”, if so required by the "Purchaser" as the case may be
<p>3.5 Bidder’s Actions Requiring Purchaser’s Prior Approval</p>	<p>The Bidder shall obtain the Purchaser’s prior approval in writing before any change or addition to the Personnel listed as mentioned by bidder after the signing of contract.</p>
<p>3.6 Reporting Obligations</p>	<ul style="list-style-type: none"> a) The Bidder shall submit to the Purchaser the reports and documents, in the form, in the numbers and within the time periods as defined by UIDAI after the signing of Contract. b) Final reports shall be delivered in CD ROM/pen drive in addition to the hard copies specified by UIDAI.
<p>3.7 Documents Prepared by the Bidder to be the Property of the Purchaser</p>	<ul style="list-style-type: none"> a) All plans, drawings, specifications, designs, reports, other documents and software (including source code) submitted developed or customized by the Bidder under this Contract shall become and remain the property of the Purchaser, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Purchaser, together with source code of the software so developed under this contract along with a detailed inventory thereof. b) The Bidder may retain a copy of such documents, on prior permission of UIDAI, but shall not use anywhere, without taking permission, in writing, from the Purchaser and the Purchaser reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Bidder and third parties for purposes of development of any such computer programs, the Bidder shall obtain the “Purchasers” prior written approval to such agreements, and the “Purchaser” shall be entitled

	at its discretion to require recovering the expenses related to the development of the program(s) concerned.
3.8 Equipment, Vehicles and Materials Furnished by the “Purchaser”	Equipment, vehicles and materials made available to the Bidder by the “Purchaser”, or purchased by the Bidder wholly or partly with funds provided by the “Purchaser”, shall be the property of the “Purchaser” and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidder shall make available to the “Purchaser” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Purchaser’s instructions. While in possession of such equipment, vehicles and materials, the Bidder, unless otherwise instructed by the “Purchaser” in writing, shall insure them at the expense of the “Purchaser” in an amount equal to their full replacement value.
3.9 Equipment and Materials Provided by the Bidders	Equipment or materials brought into the Government’s country by the Bidder and the Personnel and used either for the Project or personal use shall remain the property of the Bidder or the Personnel concerned, as applicable.
3.10 Intellectual Property Rights (IPR)	<p>a) The intellectual property rights to all the deliverables listed under shall remain sole and absolute property of the “Purchaser”</p> <p>b) The intellectual property rights of all the tools, processes, utilities, and methodology used in the provision of Services hereunder and/or development of any deliverables hereunder which were existing with Bidder prior to this Contract and all new ideas, inventions, innovations, or developments conceived, developed or made by Bidder or its consultants/employees (“Software Vendor Materials”) shall remain the property of the Bidder. Bidder grants the Purchaser a non-exclusive, non-transferable, worldwide, perpetual, irrevocable, paid up license to use the Software Vendor Materials to the extent the same have been incorporated in the deliverables or are required for the use of deliverables in terms of this Contract.</p>

4. BIDDER’S PERSONNEL

4.1 General	The Bidder shall employ and provide qualified and experienced Personnel as are required to carry out the Services as detailed in the Scope of Work.
4.2 Description of Personnel	a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Bidder's Key Personnel are as per the Bidder's

	<p>proposal.</p> <p>b) If required to comply with the provisions of Clause 3.1.1 hereof, adjustments with respect to the periods of engagement of Key Personnel may be made by the Bidder by written notice to the "Purchaser", provided</p> <ul style="list-style-type: none"> i. that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and ii. That the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1(b) of this Contract. Any other such adjustments shall only be made with the Purchaser's written approval.
4.3 Approval of Personnel	<p>In respect of Personnel which the Bidder proposes to use for carrying out of the Services, the Bidder shall furnish details as per TECH-4 & TECH-5. The key personnel proposed by the bidder will be interviewed by a committee constituted by the purchaser as mentioned in Clause 13.4 of Section-V. "</p>
4.4 Removal and/or Replacement of Personnel	<p>a) Except as the Purchaser may otherwise agree, no changes/ replacement shall be made in the Key Personnel as mentioned in clause 4 of Section V. If, for any reason beyond the reasonable control of the Bidder, such as separation from the Bidding firm, retirement, death, medical incapacity, among others, where it becomes necessary to replace any of the Key Personnel, the Bidder shall provide a replacement of the resource of equivalent or better qualifications.</p> <p>b) If the Purchaser finds that any of the Personnel have</p> <ul style="list-style-type: none"> (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) Have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Purchaser's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Purchaser. <p>c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the previous person. Also:</p> <ul style="list-style-type: none"> (i) the Bidder shall bear all additional travel and other costs arising out of or incidental to any removal and/or

	<p>replacement, and</p> <p>(ii) The remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.</p> <p>d) Any Personnel, key or non-key resources, proposed for replacement by the successful bidder during the currency of the contract, will be interviewed by the committee constituted for the purpose by UIDAI, for selection and only upon satisfaction of UIDAI, the replacement shall be allowed.</p> <p>e) In the event of any request from the Purchaser to replace a resource on reasonable ground of non-performance or otherwise, the successful Bidder would be required to deploy a replacement of the resource within 30 days from receipt of written/email request from UIDAI. A 30 day notice period would also be applicable for all ramp up or ramp down of resources as mentioned in clause 4.B.a under Section V.</p> <p>f) Bidder shall also ensure that in case of replacement of any Personnel, knowledge transfer and its documentation is undertaken. There shall be a 15 days overlapping period for such knowledge transfer activity.</p>
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5. OBLIGATIONS OF THE PURCHASER

5.1 Change in the Applicable Law Related to Taxes and Duties	<p>If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Bidder for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1(b).</p>
5.2 Payment	<p>In consideration of the Services performed by Bidder under this Contract, the "Purchaser" shall make to the Bidder such payments and in such manner as is provided by Clause 6 of this Contract.</p>

6. PAYMENTS TO THE BIDDER

6.1 Total Cost of Services	<p>a) The total cost of the Services payable is set forth in FIN-2 as per the Bidder's proposal to the Purchaser and as negotiated thereafter.</p> <p>b) Except as may be otherwise agreed under Clause 2.6, payments under Contract shall not exceed the amount specified in FIN-2.</p>
6.2 Currency of Payment	<p>All payments shall be made in Indian Rupees.</p>
6.3 Terms of Payment	<p>The payments in respect of the Services shall be made as follows:</p> <p>a) The Bidder shall submit the invoice for payment quarterly. The payment shall be released as per Time and Material basis after deduction on account of not meeting the SLA and TDS.</p> <p>b) The payment shall be made only after receipt of status of Actual Manpower deployment, attendance record of Manpower deployed duly certified by authorized signatory of bidder and Certificate of attendance certified by the accepting authority where the Manpower is deployed has been submitted by the Bidder and approved as satisfactory by the "Purchaser" for that quarter.</p> <p>c) For the purpose of payment above, satisfactory means; acceptance of the deliverables as well as acceptance of all the reports as mentioned above by the Purchaser after submission by the Bidder.</p> <p>d) If the invoices, reports and deliverables submitted by the Bidder are not acceptable to the Purchaser, reasons for such non-acceptance should be recorded in writing; the Purchaser shall not release the payment due to the Bidder. Reports and deliverables not meeting the required quality or expectations or are incomplete shall not be accepted. In such case, the payment will be released to the Bidder only after it re-submits the reports and deliverable and which are accepted satisfactorily by the Purchaser.</p> <p>e) In case of early termination of the contract, the payment shall be made to the Bidder as mentioned here with:</p> <ol style="list-style-type: none"> i. Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Bidder shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. ii. A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Bidder in this regard with supporting

	<p>documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis.</p> <p>The total amount payable shall be the amount calculated as per (I) and (ii) above plus any applicable tax.</p>
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7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
8.2 Arbitration	<ol style="list-style-type: none"> 1. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of

	<p>this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.</p> <ol style="list-style-type: none"> 2. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996. 3. The Arbitration proceedings shall be held in Delhi, India. 4. The Arbitration proceeding shall be governed by the substantive laws of India. 5. The proceedings of Arbitration shall be in English language. 6. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator. 7. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties. 8. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same, otherwise, he shall
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	<p>proceed de novo.</p> <ol style="list-style-type: none"> 9. It is a Scope of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. 10. It is also a Scope of the contract that neither party to the contract shall be entitled for any interest on the amount of the award. 11. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties. 12. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties. 13. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause. 14. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.
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9. MISCELLANEOUS PROVISIONS

Miscellaneous Provisions	<ul style="list-style-type: none"> i. Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent. ii. The Bidder shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract. iii. The Bidder shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project. iv. The Bidder shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder. v. The Bidder shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like. vi. All claims regarding indemnity shall survive the termination or expiry of the Contract.
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SECTION IV – Annexure – Standard Forms

1. Pre-Qualification Proposal

Refer Clause 32 of Section II of the RFP.

Pre-Qualification Proposal

PRE-QUAL FORM 1 – Pre-Qualification Proposal Submission Form

PRE-QUAL FORM 2 – Bidder's Organization and Requisite Experience

PRE-QUAL FORM-1: PRE-QUALIFICATION PROPOSAL SUBMISSION FORM

To:

Deputy Director General, Technology (DDG),

Address:

Unique Identification Authority of India (UIDAI), Govt. of India (GoI),

3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001

Dear Sir:

We, the undersigned, offer to provide ***Application Development, Maintenance and Support Services to UIDAI for UID Application Software (UID-APP)*** in accordance with your Request for Proposal dated _____, and our Proposal. We are hereby submitting our Proposal, which includes this Pre-Qualification Proposal, and a Technical Proposal and Financial Proposal as per eProcurement three cover system.

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

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Company:

Address:

Location: _____

Date: _____

PRE-QUAL FORM-2: BIDDER'S ORGANIZATION AND EXPERIENCE

A - Bidder's Organization

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

Organization and Financial Information

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

Form A 2: Financial Information – Bidder			
	FY 2015-16	FY 2014-15	FY 2013-14
Revenue (in INR Crores)			
Profit Before Tax (in INR Crores)			
Revenue from Application Development, Maintenance And Support Services (in INR Crores)			
Other Relevant Information			

B – Bidder Company’s Experience – Application Software Development, Maintenance and Support Services

*[Using the format below, provide information on each assignment for which your company was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out Application Development, Maintenance And Support Services as requested under this assignment. Bidders should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/ certificate from auditor/ other customer testimonials including video along with supporting certificate from auditors) as required in the form. Please provide citations **of 3 relevant completed Application Software Development, Maintenance and Support Services projects in a large Enterprise/ Government environment, please refer clause 17 of section II.** In case, information required by UIDAI is not provided by Bidder, UIDAI shall proceed with evaluation based on information provided and shall not request the Bidder for further information. Hence, responsibility for providing information as required in this form lies solely with Bidder.]*

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

Company’s

Name:

2. Technical Proposal

Refer to Clause 32 of Section II of the RFP.

Technical Proposal

TECH-1	Technical Proposal Submission Form
TECH-2	Bidder's Organization and Experience
	A Bidder's Organization
	B Bidder's Experience
TECH-3	Structure of Technical Proposal
TECH-4	Team Composition and Task Assignments
TECH-5	Curriculum Vitae (CV) for Proposed Professional Staff

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

To: Deputy Director General, Technology (DDG, Tech),
Address: Unique Identification Authority of India (UIDAI),
Govt. of India (GoI), 3rd Floor, Tower II,
Jeevan Bharati Building, Connaught Circus, New Delhi 110001

Dear Sir:

We, the undersigned, offer to provide ***Application Development, Maintenance and Support Services to UIDAI for UID Application Software (UID-APP)*** in accordance with your Request for Proposal dated _____, and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal as per packets mentioned through CPP Portal.

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

We undertake, if our Proposal is accepted, to initiate the Application Development, Maintenance and Support Services for UID Application (UID-APP) related to the assignment not later than the date _____.

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Company: _____

Address: _____

Location: _____

Date: _____

FORM TECH-2 BIDDER'S ORGANIZATION AND EXPERIENCE

A - Bidder's Organization

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

B – Bidder Company’s Experience – Application Software Development, Maintenance and Support Services

[Using the format below, provide information on each assignment for which your company was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out Application Development, Maintenance And Support Services as requested under this assignment. Bidders should provide all the details (including documentary evidence like copy of work order/ contract document/ completion certificate from customer/ certificate from auditor/ other customer testimonials including video along with supporting certificate from auditors) as required in the form. Please refer Phase II of Clause 10 of Section II. In case, information required by UIDAI is not provided by Bidder, UIDAI shall proceed with evaluation based on information provided and shall not request the Bidder for further information. Hence, responsibility for providing information as required in this form lies solely with Bidder.]

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

Company’s Name:

FORM TECH-3 STRUCTURE OF TECHNICAL PROPOSAL

The Technical Proposal needs to be structured as follows:

Section 1: Executive Summary

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

Section 2: Bidder Profile & Qualifications

This section should cover the Bidder's profile including credentials and capabilities, local presence, relevant experience and to deliver the UID Application

Section 3: Organization & Staffing

In this section, Bidders' should propose the structure and composition of the proposed team. Key emphasis will be on the experience of the Architecture & Design Team, skills & experience of the Development Team, and experience of the Quality & Test Team.

Section 4: Quality Assurance, Maintenance, & Support

Bidders are required to discuss their Quality Assurance framework and testing plans in details meeting the requirements of this RFP. This section should also present Bidder's detailed maintenance and support plan for the UID Application software including detailed information on these plans.

FORM TECH-4 TEAM COMPOSITION FOR UID-APP ASSIGNMENT

(This form shall mention all resources proposed to work on the assignment. All resources for this assignment shall be co-located along with the UIDAI technology team and the combined team will be based in Bengaluru)

Sr.No.	Role	Skill set & Qualification	Head count
Key resources			
1	Back end architect	(as per Clause - 13.5 and 13.6 of Section V)	2
2	Front end architect	(as per Clause - 13.5 and 13.6 of Section V)	2
3	Security architect	(as per Clause - 13.5 and 13.6 of Section V)	1
4	Technology Lead (as per Clause - 13.5 of Section V)	(as per Clause - 13.5 and 13.6 of Section V)	9
Non-Key resources			
5	Technology Developer	(as per Clause - 13.5 and 13.6 of Section V)	22
Total			36

Resources (add rows as required)				
Sl.	Role Applied For	Name of Resource	Area of Expertise	Experience

FORM TECH-5 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF (ONLY FOR INDICATED SENIOR LEVEL MEMBERS FOR UID-APP ASSIGNMENT)

1. Proposed Position *[only one candidate shall be nominated for each position Expert]:*

2. Name of Staff *[Insert full name]:*

3. A. Education:

B. Certifications:

4. Total No. of years of experience:

5. Total No. of years with the company:

6. Areas of expertise and no. of years of experience in this area *(as required for the Profile - mandatory):*

7. Details of Involvement in Projects listed in FORM TECH-2 B *(only if involved in the same):*

8. Detailed Tasks Assigned *(list all tasks to be performed under this assignment):*

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

Name of assignment or project: _____

Year: _____

Location: _____

Employer: _____

Main project features: Positions held: _____

Value of Project (approximate value or range value): _____

Activities performed: _____

10. Certification:

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

[Signature of staff member or authorized representative of the staff]

Date *Day/Month/Year*: _____

Full name of authorized representative:

3. Financial Proposal

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Clause 33.2 of Section II.

FIN-1 Financial Proposal Submission Form

FIN-2 Resource Costs on Time and Material Basis

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

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Deputy Director General (DDG),

Address: Unique Identification Authority of India (UIDAI), Govt. of India (GoI),
3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001

Dear Sir:

We, the undersigned, offer to provide Application Development, Maintenance & Support Services to UIDAI for Design, Development, Testing, Integration and release of the UID Software Application (UID-APP) in accordance with your Request for Proposal dated _____, and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures*]*. The amount of the local taxes, as identified/estimated is shown in the appropriate column in the Form.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date _____.

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

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

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

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Company:

Address:

** Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.*

FORM FIN-2 RESOURCE COSTS

(This form shall be used for arriving at the lump-sum of the contract. The form shall include the staff-rates for ALL the resources proposed to be deployed during the entire duration of the project. Resources as per Clause 13.5 of Section V)

Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-4.

Sl. No.	Item Description	Qty.	Units	Staff-Month Rate	Service Tax in % on Unit Rate	Any other Taxes in % on Unit Rate	Total Amount for period of Contract i.e. 24 months (excl. taxes)	Total Amount for period of contract i.e. 24 months (Incl. Taxes)	Total Amount for period of contract i.e. 24 months (in words)
1	ARCHITECTS								
1.01	Backend architect Skillset – Java, Mule, Tomcat, RabbitMQ, MySQL, SQLR, Hbase, Hive, Spark	2	Nos.						
1.02	Front end architect Skillset – Liferay, Android, Java Swing UI, HTML5	2	Nos.						
1.03	Security Architect Skillset – PKI Encryption, Encryption Algorithms, Vulnerability Assessment, Secure Code Review	1	Nos.						
2	ENROLMENT UPDATE CLIENT								
2.01	Technology Lead	1	Nos.						
2.02	Developers	2	Nos.						
3	ENROLMENT BACKEND								
3.01	Technology Lead	1	Nos.						
3.02	Developers	3	Nos.						
4	API								
4.01	Technology Lead	1	Nos.						

Sl. No.	Item Description	Qty.	Units	Staff-Month Rate	Service Tax in % on Unit Rate	Any other Taxes in % on Unit Rate	Total Amount for period of Contract i.e. 24 months (excl. taxes)	Total Amount for period of contract i.e. 24 months (Incl. Taxes)	Total Amount for period of contract i.e. 24 months (in words)
4.02	Developers	2	Nos.						
5	PORTALS								
5.01	Technology Lead	1	Nos.						
5.02	Developers	3	Nos.						
6	AUTHENTICATION / eKYC								
6.01	Technology Lead	1	Nos.						
6.02	Developers	3	Nos.						
7	BI & Analytics								
7.01	Technology Lead	1	Nos.						
7.02	Developers	2	Nos.						
8	Mobile App								
8.01	Technology Lead	1	Nos.						
8.02	Developers	2	Nos.						
9	Ecosystem Software								
9.01	Technology Lead	1	Nos.						
9.02	Developers	2	Nos.						
10	Build, Testing & Automation								
10.01	Technology Lead	1	Nos.						
10.02	Developers	3	Nos.						
Total in Figures									
Quoted Rate (in words)									

SECTION V - SCOPE OF WORK

<p>1. Introduction</p>	<p>This RFP aims to identify and engage an agency to undertake Application Software Development & Maintenance Support services for the UID Application Software (UID-APP).</p> <p>The Application Software Development, Maintenance, & Support Agency (ASDMSA) is envisioned to be working in collaboration with UIDAI Technology Team and is expected to work in close partnership with UIDAI to achieve the goal of building the application. The nature of this relationship between UIDAI and ASDMSA shall be based on Time & Material model and development methodology will leverage Agile development model to migrate/upgrade current application portfolio from version 3.0 managed by MSP (Managed Service Provider) to version 4.0 and provide necessary on-going maintenance support.</p>
<p>1.1 About UIDAI</p>	<p>The Unique Identification Authority of India (UIDAI) was created by the Government of India as an as an attached office under erstwhile Planning Commission. Subsequently, vide gazette notification dated 12th July 2016, Govt. of India established, the Unique Identification Authority of India, to exercise the powers conferred on, and to perform the functions assigned to it under the Aadhaar Act 2016.</p> <p>The head office of the Authority is in New Delhi with regional offices at Bengaluru, Hyderabad, Lucknow, Guwahati, New Delhi, Ranchi, Mumbai and Chandigarh and offices for Central Identities Data Repository operations at Bengaluru and Manesar.</p> <p>The Authority is mandated to enroll the residents by capturing demographic and biometric details of the residents and providing Aadhaar numbers against each enrolment. Further, for the purpose of establishing identity of an individual as a condition for receipt of a subsidy, benefit or service for which the expenditure is incurred from, or the receipt there from forms part of, the Consolidated Fund of India, require that such individual undergo authentication, or furnish proof of possession of Aadhaar number or in the case of an individual to whom no Aadhaar number has been assigned, such individual makes an application for enrolment.</p> <p>For further details, THE AADHAAR (TARGETED DELIVERY OF FINANCIAL AND OTHER SUBSIDIES BENEFITS AND SERVICES) ACT, 2016 and regulations published on our website www.uidai.gov.in may be referred to.</p>

<p>1.2 About Aadhaar</p>	<p>Aadhaar is a 12-digit unique number which the Unique Identification Authority of India (UIDAI) has been issuing to the residents since 2010. As on November- 2016, 108 crore Aadhaar numbers have been issued; These numbers are stored in UIDAI's own data centres and linked to the basic demographics and biometric information – photograph, fingerprints and iris – of each individual. Thus, the residents can authenticate themselves against any of the modalities like biometrics (finger print / iris), demographics, OTP, or a combination of these. Aadhaar-based identification has following features:</p> <ul style="list-style-type: none"> a) Universality, which is ensured because Aadhaar is recognized and accepted across the country and across a number of service providers. b) Every resident can have only one Aadhaar number c) Every resident is entitlement to the number. <p><i>Note: In all the documentation provided as part of this RFP, the terms UID, Unique ID and Aadhaar are used synonymously.</i></p>
<p>1.3 Enrolment and Authentication Plan</p>	<p>The Authority is mandated to complete the enrolment of all residents by March 2017. In addition, all new born babies are to be enrolled for Aadhaar. The authority facilitates updating of demographic as well as biometric data. All children below 5 years of age are enrolled without biometrics and they have to necessarily update their biometrics after attaining 5 years of age. Similarly children after crossing 15 years of age have to once again update their biometrics</p> <p>The Authority envisages 100 million authentications per day. Currently, the volume is approx. 15 million authentications per day.</p>
<p>1.4 Ecosystem for Service Delivery</p>	<p>For delivery of good quality CIDR services through both government and private sector entities, UIDAI needs to create and manage a large ecosystem of agencies.</p> <p>This ecosystem helps in enrolment of residents and in delivery of authentication services which helps Government and Private Enterprise deliver services to the Resident. Various stakeholders and their respective roles as per 'Aadhaar Act' are briefly stated below:</p> <ul style="list-style-type: none"> i. "Authentication" means the process by which the Aadhaar number along with demographic information or biometric information of an individual is submitted to the Central Identities Data Repository for its verification and such Repository verifies the correctness, or the lack thereof, on the basis of information available with it; ii. "Authority" means the Unique Identification Authority of India established under sub-section (1) of section 11;

	<ul style="list-style-type: none"> iii. “Central Identities Data Repository” (CIDR) means a centralized database in one or more locations containing all Aadhaar number issued to Aadhaar number holders along with the corresponding demographic information and biometric information of such individuals and other information related thereto iv. “Enrolling agency” means an agency appointed by the Authority or a Registrar, as the case may be, for collecting demographic and biometric information of individuals under this Act; v. “Enrolment” means the process, as may be specified by regulations, to collect demographic and biometric information from individuals by the enrolling agencies for the purpose of issuing Aadhaar numbers to such individuals under this Act; vi. “Registrar” means any entity authorized or recognized by the Authority for the purpose of enrolling individuals under this Act; vii. “Regulations” means the regulations made by the Authority under this Act; viii. “Resident” means an individual who has resided in India for a period or periods amounting in all to one hundred and eighty-two days or more in the twelve months immediately preceding the date of application for enrolment;
1.5 Managed Service Provider	<p>The authority has appointed a Managed Service Provider (“MSP”) to implement and manage the CIDR with the following broad roles and responsibilities:</p> <ul style="list-style-type: none"> i. Installation, commission and manage the CIDR and undertakes data centre operations for enrolment work, allotment of UID numbers and authentication. ii. Undertake the transition and transformation of the current UID program for meeting the infrastructure needs of growing volume of enrolments/ authentication. iii. Manage the existing contracts, SLAs and transition in a time-bound manner by maintaining the continuity of service level agreements. iv. Based on the macro level inputs from UIDAI on enrolment and authentication, undertake a modelling exercise by incorporating application level inputs and provision infrastructure augmentation and scaling of IT infrastructure. v. Provide recommendations to the UIDAI and Architecture Review Board for technology refresh, and periodic augmentation of IT systems. vi. Assist the UIDAI agency in development of UIDAI ecosystems and

	<p>undertakes development of third party applications for registrars or other stakeholders in the UIDAI ecosystem to reduce time to market.</p> <p>vii. Implement the recommendations of third party audits including system audit, security audit, network audit and SLA audit.</p> <p>viii. Manage the authentication part of the UIDAI program and additional system integrators or managed service providers for authentication services at program level.</p> <p>ix. Manage overall IT systems of CIDR and SLA and MIS reporting to the UIDAI agency.</p> <p>x. Manage the enhancement, development and maintenance of the current UID Application (“UID-APP”) by bringing out next level version releases.</p> <p>xi. Manage the IT systems and other requirements of regional offices</p>
2. Architecture	<p>Aadhaar system is built purely as an “Identity Platform” that other applications, Government and private, can take advantage of. A sound strategy and a strong technology backbone enabled the program to be launched ahead of plan in September 2010 and reach the kind of scale that was never achieved in any biometric identity systems across the world. Within 6 years since launch, Aadhaar system has grown in capability and more than 1 billion Aadhaar numbers have been issued so far using the system.</p> <p>Entire technology architecture behind Aadhaar is based on principles of openness, linear scalability, strong security, and most importantly vendor neutrality. Aadhaar technology backbone is built using the following principles:</p> <p>Open architecture –Building Aadhaar system with true openness meant use of open standards to ensure interoperability; platform approach with open APIs to allow the ecosystem to build on top of Aadhaar APIs; vendor neutrality across the application components using open and standard interfaces; and identity system designed to work with any device, any form factor, and any network.</p> <p>Design for scale –Aadhaar system is expected issue more than 1.2 billion identities and will continue to grow as the resident population expands. Since every new enrolment requires biometric de-duplication across the entire system, every component needs to scale to very large volumes.</p> <p>This meant that system must handle hundreds of millions of transactions across billions of records doing hundreds of trillions of biometric matches every day! In addition all online services such as Aadhaar authentication,</p>

	<p>e-KYC service, and update service must work with high availability and sub-second performance. Network and data centre load balancing and multi-location distributed architecture for horizontal scale are critical to such massive scalability.</p> <p>Data Security –Security and privacy of data within Aadhaar system has been foundational. UIDAI has taken several measures to ensure security of Aadhaar number holder data from the time it is captured all the way to how it is stored within CIDR. Usage of 2048-bit PKI encryption and tamper detection using HMAC ensures no one can decrypt and misuse the data, even if they are in possession of enrolment packet. Aadhaar number holder data and raw biometrics is always kept encrypted even within UIDAI data centres. In addition, entire Business Intelligence (BI) sub-system anonymizes all PII to ensure resident personal data is protected across all system components.</p> <p>All application components are built using open source components and open standards. Aadhaar software currently runs across two of the data centres within India managed by UIDAI and handles 1 million enrolments/updates a day and at the peak doing about 1000 trillion biometric matches a day. Current system already has about 6.0 PB (6000 Terabytes) of raw data and continues grow as new enrolments come in. Aadhaar Authentication service is built to handle 100 million authentications a day across both the data centres in an active-active fashion to provide sub-second response time. Central to Aadhaar system is its biometric sub-system that performs de-duplication and authentication in an accurate way. Readers are encouraged to read the Aadhaar Technology Architecture Document and Aadhaar Product Document to get a complete understanding of Aadhaar system functionality and architecture.</p>
3. Overview of applications under scope	<p>The scope of work for ASDMSA spans the complete Application Life Cycle from designing, developing, testing & maintaining the UID application 4.0. The ASDMSA is also expected to carry out ongoing services of development and enhancement to the UIDAI applications. UID-APP 4.0 shall be a series of incremental improvements over UID-APP 3.0.(all existing applications)</p> <p>The ASDMSA is expected to work as development partner to build enhance the UID application in close collaboration with the technology team of UIDAI as well as other stakeholders. The ASDMSA is expected to utilize agile development methodology along with frequent joint design reviews during application design and development phase. ASDMSA is expected to provide software architecture skills, staff and methodology in execution of this assignment. Additionally, the ASDMSA is expected to coordinate with the UIDAI & MSP team. Considering the criticality of the application, the</p>

	UIDAI expects the ASDMSA to deploy the best of the breed high quality resources to ensure smooth execution.
3.1 ASDMSA's scope	<p>Scope will include only the software system (entire UID software application modules) which has the following components</p> <ul style="list-style-type: none"> (i) Core UID Application consisting of <ul style="list-style-type: none"> a. Enrolment Application: <ul style="list-style-type: none"> i. Enrolment/Update Clients ii. Enrolment Backend b. Authentication Application <ul style="list-style-type: none"> i. Authentication/e-KYC/Allied services c. API/Endpoints <ul style="list-style-type: none"> i. Supporting Applications such as <ul style="list-style-type: none"> a. Administration through Admin Portal b. Analytics and Reporting or Business Intelligence c. Fraud Management d. Portals for Partners and Public e. Mobile applications f. All necessary code required for automated testing, deployment, upgrade/migrate, and monitoring from application perspective. ii. Other services such as <ul style="list-style-type: none"> a. Integration with 3rd party applications b. Sample application for POC studies c. Reference implementations for Aadhaar eEcosystem partners. <p>Nature of Projects:</p> <ul style="list-style-type: none"> i. New functional enhancement as required ii. Re-design and/or re-factoring of application architecture as required iii. Upgrading to new technology versions iv. Mobile strategy and responsive design v. Performance improvement

<p>4. Schedule of Requirements</p>	<p>A. The contract with ASDMSA shall be applicable initially for a period of two years from date of signing on contract. The contract can be extended by two year based on mutual agreement, as per clause 2.11 of section III. Maintenance will commence as and when new versions of various modules developed by ASDMSA are deployed.</p> <p>B. The following is a broad list of categories of activities that the ASDMSA is expected to carry out:</p> <ul style="list-style-type: none"> a. Provide team of 36 people (expandable by up to 50% or to reduce up to 25% as and when work is reduced if deemed necessary by UIDAI) as detailed in the Clause 13 under Section V, to develop and maintain the UIDAI applications version 4.0. A 30 day notice shall be given by UIDAI to the successful Bidder for all such ramp up or ramp down of resources. This team would be engaged by UIDAI on a time and materials basis. This team will consist of architects, team leads and developers of high quality talent selected through a rigorous interview process. These resources are expected to perform following activities: <ul style="list-style-type: none"> i. Application Design ii. Application development iii. Automated test and deployment scripts iv. Application enhancement and maintenance. v. All activities associated with product including QA, release, configuration, documentation & training to stake holders. vi. Application Transition from current MSP. <p>C. Integrating applications with existing applications</p> <ul style="list-style-type: none"> a. ASDMSA is expected to work closely with the MSP for roll out of the UIDAI Application b. For any new applications developed by ASDMSA, if integration with existing application is required, ASDMSA will take all necessary steps to understand the requirements of integration and incorporate necessary features in the application developed by them to ensure seamless integration with existing applications. <p>D. Key Resources</p> <ul style="list-style-type: none"> a. ASDMSA shall provide a list of all Key resources with their CVs proposed to be deployed for execution of the services and will make all effort to retain these resources for a period of minimum 12 months from contract date. The key resources which include architects and leads will be interviewed as part of Technical bid
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	<p>evaluation.</p> <p>b. In case of attrition of any of the resources, ASDMSA will provide replacement and knowledge transfer at their own cost.</p> <p>E. Non-Key Resources</p> <p>a. UIDAI will conduct interviews for all 22 Non key resources post award of contract, at the time of deployment. These interviews shall not be assessed for technical evaluation. However, UIDAI retains the right to seek replacement of any resource/s based on the interviews conducted.</p> <p>F. Review and Auditing</p> <p>a. UIDAI may periodically during the term of this Agreement, review or audit, the following:</p> <ul style="list-style-type: none"> i. ASDMSA's methodology for development and maintenance of software that ASDMSA will follow in performing the Services; ii. ASDMSA's procedures for building and data security; iii. ASDMSA's procedures for backing up computer systems and data thereon; <p>b. If UIDAI identifies any concerns or weaknesses in such procedures or practices, then the parties shall discuss and agree upon appropriate changes to such procedures and practices to eliminate the concerns and weaknesses.</p>
<p>5. Application Development Methodology</p>	<p>The development methodology is modelled after agile, iterative product development life cycle. It is expected that the design will be a joint outcome of the ASDMSA and UIDAI technology team. Regular design meetings will be attended by both parties. The testing cycle will be highly automated. Goals identified for each monthly sprint with UIDAI Tech Centre Stakeholders (Project Managers and ADGs). ASDMSA team will be required to develop monthly agile stories (four weekly storylines) and automated test cases. ASDMSA is responsible for writing TRD (Technical requirements document) & detailed design document including UI and API designs), detailed test cases, test automation, fully automated build & deployment scripts. ASDMSA will also prepare monthly release plans and submit upfront to UIDAI. Key documents such as TRD, HLD, and Test Cases will be signed off by UIDAI.</p> <p>(i) ASDMSA shall as part of such an activity may be required to perform the following:</p> <ul style="list-style-type: none"> a. Conduct a detailed requirement analysis covering functional, non-

	<p>functional, integration and technical requirements of the solution. Prepare detailed software technical requirements and design documents.</p> <ul style="list-style-type: none"> b. Create monthly agile stories during sprint planning exercise. c. Perform development, testing and frequent integration of the solution developed. The development methodology shall be continuous build and regression testing. d. Strict adherence to coding & design standards. e. Extensive automation of testing for Unit testing and integrated functional testing. f. Usage of automated tools & processes for development, testing and release management, software confirmation management. Open source tools are recommended to be used. g. Assist in conduct of field tests and user acceptance testing of the solution h. Establish necessary IT environment required for hosting and roll out of the solution. i. Assist in deployment of the application in production. <p>ASDMSA shall propose suitable development methodology based on Agile development model.</p>
6. Change Management Process	<p>ASDMSA will follow industry standard Change Management Processes post deployment through a systematic development, staging, test and production environment. A Change Management Process (CMP) or IT Life cycle tool shall be used to ensure adequate repeatable reliable change management processes.</p>
7. Testing	<ul style="list-style-type: none"> (i) The ASDMSA shall be independently and exclusively responsible for all forms of testing. ASDMSA to propose their testing methodology. (ii) ASDMSA shall develop automated regression testing strategy and techniques to ensure near 100% test coverage of the application using open source testing frameworks. In-situ test probes and self-testing models should be used to minimize manual testing as well as identify defects as the software is transitioned through different build stages. ASDMSA should follow a formal defect tracking system using open source tools. UIDAI may review the status of defect logs.

<p>8. Knowledge transfer and transition management</p>	<p>A. Transition- In process</p> <ol style="list-style-type: none"> 1. Transfer of source code, design documents from MSP 2. KT by MSP and UIDAI. 3. Modify the build/test environment of the code to reflect new build/test environment 4. Automate the build including continuous merge from 3.0 to reflect 3.0 changes (till first 4.0 release) 5. Automate testing and achieve 100% code coverage. 6. Develop and Test 1st release of version 4.0 based on UIDAI requirement. Could be a functional, technology upgrade, security or refactoring change 7. Benchmark the release, if appropriate 8. Release 1st version of 4.0 applications and deploy in production after UAT. 9. Maintain 4.0 release in a steady state. 10. The timeline for the implementation of the various transition steps will be specific to each module which is being transitioned within 4 to 6 weeks. <p>B. Transition-Out Process</p> <p>It is possible that the UID application post ASDMSA contract terms may be managed and operated by another vendor. In future the application may also interface with various external applications. To provide transition of services, it is necessary for the ASDMSA to maintain and manage the UIDAI Application in a manner that, in case of need, the transition could be arranged from the existing service provider. In this endeavour, ASDMSA is required carry out the following:</p> <ol style="list-style-type: none"> 1. Be in charge of the complete functionality of the application covering all aspects like application design, data structures, etc. 2. Understand the external interfacing applications to provide adaptive maintenance in case of changes in the interfacing applications due to business model changes. 3. Fully cooperate in the transition to the satisfaction of UIDAI.
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9. Performance Management and Tuning of Released Version	<ul style="list-style-type: none"> i. The ASDMSA shall conduct performance tuning and testing of the application prior to each major release of the software. ii. The ASDMSA shall document all the changes carried out in the application for performance tuning in the Performance Tuning Report and submit the report to the UIDAI for review.
10. Configuration and Version Control	<ul style="list-style-type: none"> i. With the objective of keeping track of the version updates in the application, ASDMSA shall adhere to the configuration management process defined in conjunction with the UIDAI. ii. The ASDMSA shall ensure that a copy of the production environment is backed up and stored in the repository before the components are copied from Release (Staging) environment to Production. The ASDMSA should be able to build the any previous version of the application. iii. The ASDMSA shall follow configuration management procedure for maintaining proper versions of the following indicative configurable objects: <ul style="list-style-type: none"> a. Application source code, application executables, and application configuration files, test suite, deployment scripts, and any code/files that needs to be versioned. iv. ASDMSA shall also maintain proper versions of the following: <ul style="list-style-type: none"> a. Development environment b. Release to UAT c. Release to staging server d. Release to production server. e. ASDMSA shall also maintain the backup of these environments.

<p>11. Release Management</p>	<p>Release Management Overview</p> <ul style="list-style-type: none"> i. Release Management is used for the distribution of documents, & software and allocation of people for respective release. This ensures the availability of licensed, tested, and version-certified software and hardware, which will function as intended when introduced into the existing IT infrastructure. ii. Inputs: QA signs off for the release <p>ASDMSA's Scope</p> <p>Release management controls the release of new configuration items (people documents, software and hardware) into the environment. Following are the high level activities:</p> <ul style="list-style-type: none"> i. Plan monthly releases as per the requirements agreed ii. Build release packages for the deployment which have passed all QA regressions and coverage requirements to release to the CISO/UAT/Staging/pre-production /production. iii. Benchmark the performance of the release to ensure the performance requirements are met. Generate benchmark reports where appropriate. iv. Implement procedures (mechanisms) for the distribution of approved changes to pre-production /production environment. v. Effectively communicate and manage expectations of the customer/internal stakeholders/end customer during the planning and rollout of new releases. vi. Monitor, Control, and Report the distribution and installation of changes to all concerned stakeholders vii. In addition to the planned releases, there could be emergency patches, leading to show-stopper situation, depending on the nature of the bugs / changes. The ASDMSA shall support the UIDAI in ensuring seamless release of such emergency patches. The ASDMSA shall ensure closure of defects identified during the UAT/Testing stage. viii. The ASDMSA shall submit Release Note, configuration details and Deployment Manuals for every major release.
<p>12. Detailed Rollout Plan</p>	<p>ASDMSA will roll out 4.0 version of UID Application in Phases. MSP shall continue to maintain and enhance the 3.0 version of the UID Application till a particular application (or group of applications) is migrated to 4.0 version and fully deployed. MSP will support 3.0 version of application till it is fully migrated to version 4.0.</p> <p>ASDMSA team shall work from the UIDAI technology centre in Bangalore.</p>

	<p>The bidder basing the team out the technology centre will be provided working space:</p> <ul style="list-style-type: none"> • All team members must be based in a single location i.e. UIDAI technology centre in Bangalore, with physical access control and subject to security audit • All resources deployed by the ASDMA shall provide Biometric attendance at the facility at Bangalore. • Out station travel for ASDMSA team is expected to be minimum. However resources might be required to travel out station to attend meetings, trainings sessions, demonstration, UAT, PoC etc. Cost with respect to such travel shall be borne by UIDAI as per UIDAI TA DA policy. • All computing equipment (laptop/desktop) required for the execution, by the resources deployed in the project, shall be provided by UIDAI. These shall be subject to UIDAI's ICT governance policies. • All team members must be available for meetings at any time at the Technology Centre from the ASDMSA facility <p>Once a new version of application developed by ASDMSA is deployed, ASDMSA shall own the maintenance and enhancements of that application under this contract. It is expected that ASDMSA shall transition all applications to 4.0 within 12 months.</p> <p>The ASDMSA teams will physically work out of UIDAI Tech Centre Bangalore. Quarterly review of each team will be performed to determine effectiveness of the team and corrective actions (including replacement of personnel with 30 day notice) will be taken up.</p> <p>Following stages are envisaged for Roll out of new model–</p> <ul style="list-style-type: none"> • Stage 1: ASDMSA team constitution, onboarding. • Stage 2: Transition team constitution and Knowledge transfer from MSP to ASDMSA on the listed applications/services • Stage 3: Identify first 4.0 projects for each application (group of application) in consultation with UIDAI • Stage 4: Projects' execution & deployment • Stage 5: Maintenance support for 4.0 applications.
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13. Roles and Responsibilities	<p>UID-APP development approach is based on a partnership and collaborative model.</p> <p>ASDMSA is responsible for the delivery of the scope of work within this RFP and at the same time must work under the direction of the UIDAI Technology Team who may modify the architecture, design, deliverable, and releases to meet the project requirements.</p> <p>This chapter outlines guidelines from UIDAI for staffing and provisioning of manpower by the selected vendor. The bidder should study these guidelines carefully and adherence or deviations to any terms should be clearly highlighted in the technical bid submitted. Team of 36 people expandable by up to 50% or to reduce up to 25% as and when work is reduced if deemed necessary by UIDAI to develop and maintain the UIDAI applications version 4.0. This team would be engaged by UIDAI on a time and materials basis. This team will consist of architects, team leads and developers consisting of high quality talent selected through a rigorous interview process.</p>										
13.1 Staffing Schedule	<p>The bidder shall provide a detailed staffing schedule as part of the Technical Proposal.</p> <p>All the resources shall be deployed by with in 60 days from the date of signing of contract.</p> <p>1. Deployment of resources by 31st Day from contract signing- tranche 1</p> <p>a) The following staffing sufficiency requirements to be provided by 31stday, which shall be considered as fulfilment of sufficiency criteria for establishing commencement of services as defined in Section II: Clause # 2.3</p> <p>Tranche 1</p> <table><tr><th>RESOURCE CATEGORY</th><th>SUFFICIENCY REQUIREMENTS</th><th>DEADLINE</th></tr><tr><td>Architect</td><td>3 out of 5 (total),</td><td rowspan="3">31stday from signing of contract. SLA and payment to be applicable from 31st day from the signing of the contract.</td></tr><tr><td>Team Lead</td><td>5 out of 9 (total)</td></tr><tr><td>Developer</td><td>11 out of 22 (total)</td></tr></table> <p>b) Any deviation from the above staffing schedule will result in application of penalties at the rate of 20 % per day per resource (applicable from the 31st day after signing of contract, on daily rate of resource).</p>	RESOURCE CATEGORY	SUFFICIENCY REQUIREMENTS	DEADLINE	Architect	3 out of 5 (total),	31 st day from signing of contract. SLA and payment to be applicable from 31 st day from the signing of the contract.	Team Lead	5 out of 9 (total)	Developer	11 out of 22 (total)
RESOURCE CATEGORY	SUFFICIENCY REQUIREMENTS	DEADLINE									
Architect	3 out of 5 (total),	31 st day from signing of contract. SLA and payment to be applicable from 31 st day from the signing of the contract.									
Team Lead	5 out of 9 (total)										
Developer	11 out of 22 (total)										

	<p>c) Inability to meet the staffing schedule requirements as mentioned in above in tranche 1 table within 60 days of signing of contract may invite further punitive action by UIDAI including termination of services/cancellation of contract.</p> <p>2. Deployment of resources by 61stDay from contract signing- tranche 2</p> <p>a) The following staffing sufficiency requirements are to be fulfilled within the next 30 days (i.e. by 61st day from the contract signing).</p> <p>Tranche 2</p> <table><tr><th>RESOURCE CATEGORY</th><th>SUFFICIENCY REQUIREMENTS</th><th>DEADLINE</th></tr><tr><td>Architect</td><td>5 out of 5 (total),</td><td rowspan="3">61stday from signing of contract</td></tr><tr><td>Team Lead</td><td>9 out of 9 (total)</td></tr><tr><td>Developer</td><td>22 out of 22 (total)</td></tr></table> <p>b) Any deviation from the above staffing schedule will result in application of penalties at the rate of 20 % per day per resource (applicable from the 61st day after signing of contract, on daily rate of not deployed resource).</p> <p>c) Inability to meet the staffing schedule requirements as mentioned in above Tranche 2 table after 90 days of signing of contract may invite further punitive action by UIDAI including termination of services/cancellation of contract in pursuant to clause 2.9.1 (k)</p>	RESOURCE CATEGORY	SUFFICIENCY REQUIREMENTS	DEADLINE	Architect	5 out of 5 (total),	61 st day from signing of contract	Team Lead	9 out of 9 (total)	Developer	22 out of 22 (total)
RESOURCE CATEGORY	SUFFICIENCY REQUIREMENTS	DEADLINE									
Architect	5 out of 5 (total),	61 st day from signing of contract									
Team Lead	9 out of 9 (total)										
Developer	22 out of 22 (total)										
13.2 Requirement of CV of Staff	Detailed CVs should be provided for all profiles that are subject to evaluation. The area of expertise, role and tasks assigned should be clearly identified for each of the profiles.										
13.3 Evaluation of Staffing Schedule	<p>(i) The experience and expertise of the human resource held by the ASDMSA who are to be allocated for the key roles/positions is a significant component of ASDMSA evaluation. UIDAI would interact with the said resources and this interaction shall be considered in evaluation.</p> <p>(ii) The compatibility of the personnel with the requirement of the roles will be a criterion for ASDMSA’s evaluation.</p>										

13.4 Candidate Selection Process

(i)

Expert interview panels will be constituted for personnel proposed by the ASDMSA. All architect and technical leads proposed will be interviewed to evaluate the technical strength of the bidder during technical evaluation. Each key personnel will be awarded marks out of 100 detailed criteria mentioned in clause 13.7 and average of marks of all key personnel will be considered for selection of agency as mentioned in clause 10 Phase-II of Section II.

(ii)

ASDMSA will be ensuring that 90% of those personnel projected in the pre-bid interview will remain part of the project for at least 12 months from date of on-boarding.

(iii)

After selection of ASDMSA, every role on-boarded by the ASDMSA (whether part of original team or replacement) for the term of contract shall be approved by the industry interview panel.

(iv)

If ASDMSA is not able to fulfil specific roles in the contract, UIDAI will have the right to fulfil these roles from a third party and place them as part of the team, at the risk and cost of bidder, without prejudice to the other remedies available in the contract

Bidder is expected to provide one CV for each role proposed. In case the bidder proposes multiple CV's (maximum two CV's) for the same position, UIDAI shall, at its own judgement choose the best suited CV for interview and evaluation. Under no circumstances bidder shall be allowed to replace the proposed resource CV except in the circumstance where the resource is leaving the organization or death or medical reason. Bidder shall also not propose any resource who has resigned and is serving the notice period with the firm.

13.5 Roles, Headcount & Qualification

Architects	Skill set	Head count
Back architect end	Java, Mule, Tomcat, RabbitMQ, MySQL, SOLR, HBase, Hive, Spark.	2
Front architect end	Liferay, Android, Java Swing UI, HTML5	2
Security architect	PKI Encryption, Encryption Algorithms, Vulnerability Assessment, Secure Code Review	1

Domain	Applications	HC-Technology Leads	HC-Developers
Enrolment/Update client	ECMP, UCS, CEL, UCL	1	2
Enrolment Backend	SEDA, MDD, ABIS Middleware	1	3
API	CSAPI, SSAPI, ASAPI,	1	2

	Endpoints for Online Client		
	Portals	Including QC, Sync, Upload, Admin, Resident, SSUP etc	1 3
	Auth/e KYC	Authentication/e-KYC	1 3
	BI & analytics	BI, Analytics and Dashboards	1 2
	Mobile app	Mobile applications	1 2
	Eco system	Aadhaar Eco-system software	1 2
	Build, testing & automation	Build, Test & Automation	1 3
Total Resources required will be 36.			
13.6 Qualification	A. Architect – Software system: <ol style="list-style-type: none"> Education: BE/B. Tech in Computers science, IS, Electronics /MCA. Relevant Exp 8-15 yrs. Experience: Candidate should have specific hands-on experience as the Architect of a large scale software system using open source stack. The candidate must also have hands on experience in designing, developing, testing and deploying high performance and throughput systems. The candidate must have strong expertise in the core technologies being used in the relevant track. Experience with the specific tools in the technology stack (or equivalents) is preferred. Experience in automated builds, deployments, debugging, and other open source tools are required. 		
	B. Architect – Security system: <ol style="list-style-type: none"> Education: BTech/BE/Equivalent in Computers science, IS, Electronics Relevant Exp 8-15 yrs. Experience: Candidate should have specific hands-on experience as the Security Architect of a large scale software system using open source stack. The candidate must also have hands on experience in IPS, TATACS, Content filtering, SSIM, SIEM, Firewalls, HIPS management Ability to architect solution at application, system and Network levels and manage. Good understanding of OSI model, TCP/IP protocol suite(IP,ARP,ICMP,TCP,UDP,SNMP,FTP,TFTP),Windows/Linus/Citrix(ADS,DNS,DHCP), Network security, VPN, Firewall, RSA, PKI, Digital certificate etc. Experience in development of technical strategy for handling various types of vulnerabilities, cyber-attack scenarios and security issues. 		

	<p>C. Tech Leads:</p> <ul style="list-style-type: none"> a. Education: BE/B. Tech in Computers science, IS, Electronics /MCA required. b. Relevant: Experience 4-8 yrs c. Experience: Candidate should have specific hands-on experience a tech lead in the software development large scale systems using open source stack. The candidate should have experience in developing, testing and deploying high performance and throughput systems. Strong expertise in the core technologies being used in the relevant track. Experience with the specific tools in the technology stack (or equivalents) is preferred. Ability to build APIs, automation scripts, build, deployment, monitoring scripts, and debugging/troubleshooting is required. <p>D. Developers</p> <ul style="list-style-type: none"> a. Education: BE/B. Tech in Computers science, IS, Electronics /MCA. b. Experience 1-5 years c. Experience: Candidate should have specific experience in the software development large scale systems using open source stack. Strong expertise in the core technologies being used in the relevant track. Experience with the specific tools in the technology stack (or equivalents) is preferred. <p>E. Tester</p> <ul style="list-style-type: none"> a. UI Tester: BE/B.Tech/MCA required. b. Experience 1-5 years 										
<p>13.7 Interview Criteria for Selection of Key Personnel</p>	<p>Architect:</p> <table border="1" data-bbox="461 1299 1321 1682"> <tr> <td>Hands on experience with relevant open source technologies used in UIDAI</td><td>35%</td></tr> <tr> <td>Experience as architect of a large scale system including deployment architecture, scalability, performance monitoring/debugging etc.</td><td>35%</td></tr> <tr> <td>Knowledge of Agile Methodology, Test Coverage and Automation, Continuous Build and Deployment (Dev Ops etc.)</td><td>20%</td></tr> <tr> <td>Project documentation experience TRD/HLD 10%</td><td>10%</td></tr> </table> <p>Team Lead:</p> <table border="1" data-bbox="461 1808 1321 1892"> <tr> <td>Hands on experience in relevant open source technologies used in UIDAI</td><td>35%</td></tr> </table>	Hands on experience with relevant open source technologies used in UIDAI	35%	Experience as architect of a large scale system including deployment architecture, scalability, performance monitoring/debugging etc.	35%	Knowledge of Agile Methodology, Test Coverage and Automation, Continuous Build and Deployment (Dev Ops etc.)	20%	Project documentation experience TRD/HLD 10%	10%	Hands on experience in relevant open source technologies used in UIDAI	35%
Hands on experience with relevant open source technologies used in UIDAI	35%										
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Knowledge of Agile Methodology, Test Coverage and Automation, Continuous Build and Deployment (Dev Ops etc.)	20%										
Project documentation experience TRD/HLD 10%	10%										
Hands on experience in relevant open source technologies used in UIDAI	35%										

	Experience as team lead in large scale system including deployment architecture, scalability, debugging 35%	35%	
	Knowledge of Agile Methodology, Test Coverage and Automation, Continuous Build and Deployment (Dev Ops etc.) 20%	20%	
	Project documentation experience HLD/LLD 10%	10%	

14. Deliverables	<p>The following sub sections outline various deliverables/reports and the associated milestones for the project:</p> <ol style="list-style-type: none"> 1. Resource list and resources as per UIDAI requirement & Weekly time sheet. 2. Release deliverables: <ol style="list-style-type: none"> a. Detailed requirements, architecture, and design documentation for ver 4.0 for each release b. Test plans/test cases, automated test suite c. Intermediate software builds. d. Software code, application test results, performance test model, benchmarking/volume analysis, software installation, software manual, Capacity Plan. 3. Bug ticket analytics report to show defect trends of different severity and productivity of developers. 4. Defect knowledge management reports: RCAs and re-use of solutions for similar defects discovered earlier.
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15. Service level agreement and targets	<p>UIDAI is a mission critical project of Govt of India and Software is the core of this project. Hence, it shall be the bidder's responsibility to ensure availability of required resources during the entire duration of project.</p> <ol style="list-style-type: none"> a) Failure to satisfy/fulfil the sufficiency requirements as mentioned in the staffing schedule table for Tranche 1 and Tranche 2 as per clause 13.1 Staffing Schedule of section V will be construed as non-compliance to SLA and Bidder would be liable to incur penalties arising out of the same to the tune of 20% per day per resource calculated on the basis of respective staff man-month rate. b) 20% per day per resource cost as per the contract will be levied for any absenteeism beyond 4 days in a quarter or 12 days in a year c) The overall liquidated damages will be maximum of 10% of the Contract Value
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<p>16. Service Conditions</p>	<ul style="list-style-type: none"> a) In general, the number of hours working in day shall be 8 hrs 30 minutes and number of working days in a week shall be 5 days. b) The resources can avail holidays as per UIDAI list of holidays. c) As and when necessary based on release criticality, it is expected that team will work extra hours including weekdays or weekend in case of emergency (meeting promised release timelines or to address production issues). d) The resources may avail up to a maximum of 4 days of leave in one quarter subject to cap of 12 days in a period of 12 months starting from the date of commencement of services. However, the resources shall take prior permission from Purchaser for availing any leave. e) Any additional leaves beyond 4 days in a quarter and 12 days in a year, would be deducted from their quarterly invoice on a pro-rated basis. f) For computation of per day resource cost/rate a month shall be taken to consist of thirty (30) days.
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SECTION VI – APPENDIX

Appendix A - CONTRACT

THIS AGREEMENT made this day of between UIDAI acting through CEO, Unique Identification Authority of India, (hereinafter referred to as “**the Purchaser**”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include its authorized representatives and permitted assigns of the FIRST PART and having its Office at (hereinafter referred to as “**the Vendor**”) which expression shall unless excluded by or repugnant to the context, includes their Heirs, Executors, Administrators, Legal Representatives and permitted Assigns of the SECOND PART.

WHEREAS Purchaser is desirous of entering into a contract for _____ *[RFP Name]* with the **Vendor**, for the Unique Identification Authority of India in Bengaluru or any other location as indicated by UIDAI, and has accepted to pay to the **Vendor** the contract amount for provisioning of related Services at a total cost not exceeding (**Rupees**) (hereinafter referred to as "the Contract Price").

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - A. Bid Document No _____ regarding
“ _____ *[RFP Name]*” in the Unique Identification Authority of India, including
 - B. Clarifications issued by the **Purchaser**.
 - C. Technical and Commercial bid submitted by the **Vendor**.
 - D. Notifications of award vide Order No. _____ dated _____ issued to the Vendor.
 - E. Acceptance of notification of award by the Vendor vide Vendor Letter No. _____ dated _____.
3. In consideration of the payments to be made by the **Purchaser** to the **Vendor** as hereinafter mentioned, the **Vendor** hereby covenants with the **Purchaser** to provide the services and to remedy therein in conformity in all aspects with the provisions of the aforesaid Bid under reference.

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

Sl	Roles	No. of Resources	Unit Rate per month	Taxes	Total Cost per month [(6)=(4)+(5)]	Total Cost (including Taxes) (7)=(3)x(6)*24 months (For Two Years)
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						

5. TOTAL CONTRACT VALUE:(Rupees)

6. Period of Contract: As per Clause 2.11 of Section III.

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

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

 Signature _____
 Name _____
 Designation _____
 Address _____
 Date _____
 Place : New Delhi

In the presence of:

Signature _____
 Name _____
 Designation _____
 Date _____
 Place : New Delhi

Signed, sealed and delivered for and Unique Identification Authority of India

Signature _____
 Name _____
 Designation _____
 Address _____
 Date _____
 Place : New Delhi

In the presence of:

Signature _____
 Name _____
 Designation _____
 Date _____
 Place : New Delhi

Appendix B - PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

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

Ref.....

Bank Guarantee No.....

Date.....

To

Unique Identification Authority of India

Ministry of Electronics & Information Technology, Government of India

3rd Floor, Tower II, Jeevan Bharati Building,

Connaught Circus,

New Delhi-110001

Dear Sirs,

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

3. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
4. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to INR (in words & figures) being the 10% of the value of the contract/notification of award.
 - (2) This Bank Guarantee will be valid up to; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

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

Appendix C - BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

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

Ref.....

Bank Guarantee No.....

Date.....

To

**Unique Identification Authority of India
Ministry of Electronics & Information Technology, Government of India
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus, New Delhi-110001**

Dear Sirs,

1. In accordance with Invitation to Bid for
“ _____ [RFP Name]” under
your Specification No..... M/s..... having its Registered/Head
Office at..... (hereinafter called the ‘Bidder’) wish to participate in the said
Bid or..... and you, as a special favour have agreed to accept an irrevocable
and unconditional Bank Guarantee for an amount of..... valid up to
on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a
condition precedent for participation in the said Bid.
2. We, the Bank at (local address) having our Head office at
..... guarantee and undertake to pay immediately on demand by Unique
Identification Authority of India, Ministry of Electronics & Information Technology,
Government of India on behalf of the UIDAI acting through CEO, UIDAI, the amount of
..... (in words & figures) without any reservation,
protest, demur and recourse. Any such demand made by said ‘Owner’ shall be conclusive
and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank
or the Supplier(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:

(1) Our liability under this guarantee is restricted to INR (in words & figures).

(2) This Bank Guarantee will be valid up to; and

(3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....

(Signature)

.....

(Signature)

.....

(Name)

.....

(Name)

.....

(Official Address)

.....

(Designation with Bank Stamp)

Attorney as per

Power of Attorney No.....

Dated.....

Appendix D - Non-Disclosure Declaration

Non-Disclosure Declaration/Agreement

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

WHEREAS, we the undersigned Bidder, _____, having our principal place of business/ registered office at _____, are desirous of bidding for Bid No..... covering “

_____ [RFP Name]” (hereinafter called the said 'RFP') to the Deputy Director General, Unique Identification Authority of India, having its office at 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001, hereinafter referred to as 'Purchaser' and, WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE,

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

It is hereby agreed as under:

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

2. Confidential Information does not include information which:

a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;

b. information in the public domain as a matter of law;

- c. is obtained by the Bidder from a third party without any obligation of confidentiality;
- d. the Bidder is required to disclose by order of a competent court or regulatory authority;
- e. is released from confidentiality with the written consent of the Purchaser.

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

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

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

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

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

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.
8. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorised Signatory Office Seal:

Name:

Place:

Designation:

Date :