

REQUEST FOR EMPANELMENT
for
‘Empanelment of Software Solution Providers’

Unique Identification Authority of India
Planning Commission, Govt. of India
9th Floor, Tower I
Jeevan Bharati Building
Connaught Circus
New Delhi 110001

02 September 2014

File No.: T-11014/05/2014

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SECTION-I

INVITATION TO BID AND INTRODUCTION

PART-I: INVITATION TO BID

1. The Director General, UIDAI on behalf of the President of India invites proposals from reputed and reliable firms for their empanelment as **Software Solution Providers (SSP)** for development and deployment of software application development on pre-approved rate and terms and conditions of this Request for Empanelment (RFE). The Service Provider may also need to maintain the developed software, if required
2. The Request for Empanelment consists of 5 Sections as mentioned below:
 - Section I. Invitation to Bid and Introduction
 - Section II. Instructions to Bidders
 - Section III. Scope of Work, Deliverables and SLAs
 - Section IV. Conditions of Empanelment
 - Section V. Annexures
3. The response to the RFE should to be submitted on or before the date specified in the schedule for RFE below at the address for communication given in this section.
4. The UIDAI reserves the right to reject any or all the Bids in whole or part, prior to signing of the Empanelment, without assigning any reasons.
5. This "Invitation to Bid" is non-transferable under any circumstances.
6. Schedule for RFE:

Sl. No.	Activity	Date
1.	Date of issue of the RFE	02 September 2014
2.	Last date for submission of written Queries	09 September 2014
3.	Last date and time for submission of bids (15:00 hrs.)	23 September 2014
4.	Opening of bids (16:00 hrs.)	23 September 2014
5.	Technical Presentation starts	26 September 2014

7. Address for Communication:

Shri Aniruddhe Mukerjee
Deputy Director General
Unique Identification Authority of India
9th Floor, Tower – I, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110 001
Email: aniruddhe.mukerjee@uidai.net.in

8. Bid documents along with EMD and Tender Fee, must be submitted as per the submission checklist defined in Part-V of Section-II not later than the date and time specified in Schedule for RFE. Bids received after 15:00 Hrs of last date of submission will be rejected.

PART-II: INTRODUCTION

1. The Unique Identification Authority of India (UIDAI) has been established by the Government of India in January 2009, as an attached office to the Planning Commission. The mandate of the Authority is to issue a unique identification number (called Aadhaar or UID) to all Indian residents that is: (a) robust enough to eliminate duplicate and fake identities, and (b) can be verified and authenticated using biometrics in an easy and cost-effective manner.

2. The timing of this ambitious initiative coincides with the increased focus of the Govt. of India on social inclusion and development through massive investments in various social sector programs, and transformation in public services delivery through e-Governance programs. The UID has been envisioned as a means for residents to easily and effectively establish their identity, to any agency, anywhere in the country, without having to repeatedly produce identity documentation to agencies. More details on the UIDAI and the strategy overview can be found on the website: <http://www.uidai.gov.in>

3. In this context, UIDAI is collecting the demographic and Biometric data of residents of India. After de-duplication, it issues a Unique Identification Number to the resident, which is a 12 digit random number. UID number is being delivered to the residents in the form of a laminated letter through post. Various Central Government Departments, State Governments and Financial Institutions like Banks and LIC have been partnered as 'Registrars' and are collecting the data with the help of Enrollment Agencies across the country.

4. The Unique Identification Authority of India (UIDAI), Planning Commission, Government of India invites bids from reputed and eligible firms for their empanelment as **‘Software Solution Providers (SSP)’** for providing Software Application Development support by using industry accepted software methodologies which leverage rapid/accelerated application development tools and methods applicable to desktop, web and mobile platforms.

5. UIDAI intends to empanel reputed Firms as SSPs who will provide Software Application Development and maintenance services and support for all core activities of software development as stated in Section III of this document. The panel can also be used/ leveraged by other eco system partners of UIDAI such as State Government, Central Government Ministries/Departments, PSUs etc. If the eco system partner use/ leverage the services of SSP then reference to Purchaser or UIDAI in this document would mean and include such eco system partners also in the appropriate context.

6. Bidders may take note of the following:

- i. This Request for Empanelment document is not a Request for Proposal (RFP) in any form and would not be binding on the UIDAI in any manner whatsoever.
- ii. To be considered for empanelment process bidders should submit their bids in accordance with the requirements contained in the section on ‘Instructions to bidders’.
- iii. Some of the crucial information on the process of invitation of bids for empanelment is given in the Section II below
- iv. UIDAI reserves the right to update, amend and supplement the information in this document including the qualification process before the last date and time of receipt of bids.
- v. This document is non-transferable.

PART-III: GLOSSARY AND ACRONYMS

A. Glossary of Terms

1. **AADHAAR** – 12-digit Unique Identification number (UID) issued to residents of India by UIDAI.
2. **Authority** – Unique Identification Authority of India (UIDAI).
3. **Resident** – Normal resident of India.
4. **Enrolment** – Refers to the exercise of collection of demographic data after verification, collection of biometrics, and the allocation of the UID number after de-duplication.
5. **Biometric Data** – Refers to the iris scan and fingerprints collected by the Registrar from the residents based on the guidelines prescribed by the UIDAI for the purpose.
6. **Demographic Data** – Refers to the personal information collected or verified by the Registrar based on the data fields prescribed by the UIDAI and by following the process laid down for the purpose.

B. Acronyms

1. **UIDAI** – Unique Identification Authority of India.
2. **CIDR**- Central Identity Data Repository
3. **EID**- Enrolment Identification Number
4. **GoI**- Government of India
5. **PoC** – Proof of Concept
6. **AUA** – Authentication User Agency
7. **ASA**- Authentication Service Agency
8. **UID** – Unique Identification Number.
9. **SLA** - Service Level Agreement
10. **KPI** - Key Performance Indicators
11. **SSP** – Software Solution Provider

Section II INSTRUCTION TO BIDDERS

PART-I: GENERAL

Definitions	<p>(a) “Purchaser” means the Unique Identification Authority of India (UIDAI)</p> <p>(b) “Bidder” means any entity that may provide or provides the Services to the Purchaser under the RFE.</p> <p>(c) “Software Solution Provider” or “SSP” means the Bidder/s that has been empaneled by the Purchaser for execution of the service described in this document.</p> <p>(d) “Bid” means the Technical Proposal consisting of documents as stipulated in this RFE.</p> <p>(e) “Instructions to Bidders” (Section II of the RFE) means the document which provides interested Bidders with all information needed to prepare their bids. This document also details out the eligibility criteria and process for the selection of the Service Provider.</p> <p>(f) “Scope of Work” means the Section III of the RFE which explains the objectives, scope of work envisaged subsequent to empanelment, activities, tasks to be performed, respective responsibilities of the Purchaser and the Service Provider. It also includes the Service Level Agreement (SLA).</p> <p>(g) “Letter of Empanelment” means the Annexure-III of the RFE which provides terms of empanelment issued to selected bidder.</p> <p>(h) “Confidential Information” means any information disclosed to or by any Party and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder’s team by virtue of this Empanelment that:</p> <p>(i) is by its nature confidential or by the circumstances in which it is disclosed confidential and/or</p> <p>(ii) is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;</p> <p>but does not include information which is or</p>
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	becomes public knowledge other than by a breach of terms of this Empanelment.
1. General	<p>1.1 All the provisions listed out in the Request for Empanelment (RFE) issued by the UIDAI shall be binding upon the participating bidders of this RFE.</p> <p>1.2 The UIDAI will select Software Solution provider, in accordance with the method of selection as detailed in Part-IV of Section-II “Selection Process”.</p> <p>1.3 The detailed scope of the assignment/ job has been described in the Scope of Work in Section III of RFE.</p> <p>1.4 The date, time and address for submission of the bid have been given in the Schedule for RFE at Part-1 of Section -1 of RFE.</p> <p>1.5 Interested Bidders are invited to submit the documents for Pre-Qualification Technical Bid, strictly as per Part V of Section II -“Bid Preparation and document Checklist”. Every page of bid document and all its enclosures should be signed and stamped by bidder.</p> <p>1.6 The Purchaser is not bound to accept any or all the bids, and reserves the right to annul the selection process at any time prior to issue of letter of Empanelment, without thereby incurring any liability to the Bidders.</p>
Only one Bid	1.7 A Bidder shall submit only one bid. If a Bidder submits or participates in more than one bid, such bids shall be disqualified.
Bid Validity	1.8 The Part II of Section-II ‘Data Sheet’ indicates how long Bidders’ Bid must remain valid after the submission date.
Consortium	1.9 Bids received from Consortiums will not be considered. Such bids shall be termed as ‘invalid’
Tenure of Empanelment	<p>1.10 The tenure of the Empanelment shall be as specified in ‘Data Sheet’ at Part-II of Section-II and in SCC.</p> <p>1.11 Extension of the Empanelment: The empanelment may be extended as specified in ‘Data Sheet’ at Part -II of Section-II.</p>

	1.12 Refer termination clauses under GC 2.2 in Section IV.
2. Clarification and Amendment of RFE Document	<p>2.1 Bidders may request a clarification in the RFE document up to the number of days indicated in 'Schedule for RFE', before the bid submission date. Any request for clarification must be sent by email to the Purchaser's address indicated in Part I of Section-I.</p> <p>2.2 At any time, before the submission of Bids, the Purchaser may amend the RFE by issuing an addendum/ corrigendum. The addendum/ corrigendum will be placed on UIDAI's web site and will be binding on all bidders.</p>
3. Earnest Money Deposit (EMD)	<p>I. An EMD of the value as specified in the 'Data Sheet' may be deposited in the form of Demand Draft drawn in favor of "PAO, UIDAI, New Delhi" payable at New Delhi.</p> <p>II. Bid not accompanied by EMD shall be rejected as non- responsive.</p> <p>III. No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit.</p>
4 Forfeiture of EMD	<p>The EMD shall be forfeited by the Purchaser in the following events:</p> <p>I. If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.</p> <p>II. If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.</p> <p>III. If the Bidder tries to influence the evaluation process.</p> <p>IV. If the Bidder/s selected as 'Software Service Provider' opts to withdraw the Bid before the finalization process.</p> <p>V. If the Bidder empanelled as 'Software Service Provider' does not accept the LoI (Letter of Intent) or does not submit the Performance Bank Guarantee.</p>
5. Tender Fees	The RFE is available to be downloaded online, free of cost. However at the time of submission of RFE, bidders are required to pay the amount as specified in the 'Data

	<p>Sheet' towards non-refundable Bid Fees in the form of Demand Draft drawn in favor of "PAO, UIDAI, New Delhi" payable at New Delhi. This RFE Fees should be clearly marked "Bid Fee" and included along with the Application in a separate cover. Bids received without Tender Fee will be rejected as non-reponsive.</p>
<p>6. Performance Bank Guarantee</p>	<p>The selected Bidder(s) shall be required to furnish a Performance Bank Guarantee of Rs 20,00,000/- (Rs Twenty Lakhs only) in the form of an unconditional and irrevocable Bank Guarantee from a scheduled commercial bank in India in favor of 'Unique Identification Authority of India' for the entire period of Empanelment with additional 90 days claim period. The Performance Bank Guarantee must be submitted within 15 days of intimation of selection and should be renewed on same terms and conditions upon extension of empanelment, if applicable. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Bidder on any account under the work awarded under this empanelment.</p> <p>On submission of Performance Bank Guarantee the demand draft/bank guarantee submitted towards EMD would be returned in original.</p> <p>UIDAI reserves the right to ask the SSP to furnish additional Performance Bank Guarantee on award of specific work order under this empanelment.</p>
<p>7. Performance Bank Guarantee by Reserve Service Provider</p>	<p>- Not Applicable -</p>
<p>8. Submission, Receipt, and Opening of Bids</p>	<p>8.1 The original Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the Bid must initial such corrections.</p> <p>8.2 An authorized representative of the Bidders shall initial/sign all pages of the original Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative</p>

	<p>has been duly authorized to sign. The envelope containing the signed Bid shall be marked "ORIGINAL BID".</p> <p>8.3 For instructions on bid preparation and checklist of documents required for bid submission please refer Part-V of Section-II.</p> <p>8.4 The Purchaser shall not be responsible for misplacement, losing or premature opening, if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Bid rejection.</p> <p>8.5 The Bids must be sent to the address as indicated in Section-I and received by the Purchaser not later than the time and the date indicated in the Schedule for RFE in Section-I, or any extension to this date in accordance with para. 2.2 of this Part. Any bid received by the Purchaser after the deadline for submission shall be returned unopened.</p>
<p>9. Right to Accept/Reject the Bid</p>	<p>Purchaser reserves the right to accept or reject any Bid and to annul the RFE process and reject all such bids at any time prior to award of Empanelment, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.</p>
<p>10.Public Opening and Evaluation of Financial Bids</p>	<p>Not Applicable</p>
<p>11.Dis-qualification</p>	<p>Purchaser may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:</p> <ul style="list-style-type: none"> (i) Submitted the application after the response deadline; (ii) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements; (iii) Exhibited a record of poor performance such as abandoning works, not properly completing the obligations, inordinately delaying completion or financial failures, etc. in any project in the

	<p>preceding three years;</p> <p>(iv) Submitted an application that is not accompanied by required documentation or is non-responsive;</p> <p>(v) Failed to provide clarifications related thereto, when sought;</p> <p>(vi) Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;</p> <p>(vii) Was declared ineligible/blacklisted by the Government of India/State/UT Government;</p> <p>(viii) Is in litigation with any Government in India;</p>
<p>12. Selection of bidders</p>	<p>12.1 All the bidders who satisfy the pre-qualification criteria as mentioned in part III of section II will be evaluated on the basis of parameters mentioned in bid documents and empanelment of successful bidders will be done by issuing Letter of Empanelment</p> <p>12.2 The selected Bidder(s) will be issued a communication to submit the PBG. Upon submission of PBG by selected bidder, Letter of Empanelment will be issued.</p>

PART-II: DATA SHEET

Paragraph Reference	Details
1.8	Bids must remain valid for 150 days after the submission date.
1.10	<p>Tenure of Empanelment: The Empanelment shall be in force until August 2019 subject to adherence to the terms and conditions of RFE. No changes with respect to terms of empanelment will be admissible during the empanelment period.</p>
1.11	<p>Extension of Empanelment: Upon mutual consent, between the Purchaser and empanelled SSP, the empanelment may be extended by a period of one year or a part thereof from the date of expiry of empanelment as mentioned in 1.10 subject to satisfactory performance of the selected bidder. Extension will be governed by the original terms and conditions of this empanelment.</p>
2.1	<p>Clarifications may be requested not later than the date defined in the Schedule. Queries may be e-mailed (only) to the following address, as per Annexure-V: aniruddhe.mukerjee@uidai.net.in (The clarifications will be given on the UIDAI website only). The address is www.uidai.gov.in</p>
3 (I)	Amount of EMD is 5,00,000 /- (Five Lakh Only)
5.	Tender Fee is 1,000 /- (One thousand only)
6.	A Performance Bank Guarantee of Rs. 20,00,000 (Rs. Twenty lakh only) from a Scheduled Nationalized Bank valid for the period of empanelment will need to be executed by the successful bidder.

PART-III: ELIGIBILITY CRITERIA

TABLE 1: CRITERIA FOR PRE-QUALIFICATION:

Part A

1	Name of the Bidder	
2	Mailing address	
3	Telephone and Fax Number	
4	E-mail address	
5	Name and designation of the person authorized to make commitments to UIDAI <i>(Certificate of Authority to be provided)</i>	
6	Year of establishment and constitution of firm/company	
7	Other financial activities of the firm/company	

TABLE 1:

Part B

Sl. No.	Pre-Qualification Criteria	Supporting Documents to be attached with bid	Compliance (Yes/No)	Detailed Remarks
1(a)	The bidder should be a Company registered in India under the Companies Act 1956 or a partnership registered under the India Partnership Act 1932 or a Society constituted under a Ministry /Department of the Government of India and registered under the Societies Registration Act 1860 with their Registered office in India for the last five years i.e. since January 2009	Certificate of Incorporation/Registration		

Sl. No.	Pre-Qualification Criteria	Supporting Documents to be attached with bid	Compliance (Yes/No)	Detailed Remarks
	or earlier.			
1(b)	The bidder should be operating in the field of Software development and software solutions.	Copy of the Memorandum and Articles of Association /Byelaws/Partnership Deed.		
2(a)	Overall annual turnover of Minimum Rupees 40 Crores (Rs. Forty Crores) in each of the previous three financial years i.e. 2011-2012, 2012-2013 & 2013-2014	Audited/ Certified financial statements & annual report for F.Y 2011-2012, 2012-2013 & 2013-2014.		
2(b)	<p>b) Overall annual turnover of Minimum Rupees 30 Crores (Rs. Thirty Crores) from sale of software development services to their clients in India and abroad during the previous three financial years (2011-2012, 2012-2013 & 2013-2014). This turnover shall not include revenue from Run Support and BPO services *</p> <p>* Software Solution Service providers who are entities of Govt. of India or state governments are exempted from meeting this requirement.</p>	Certified statement from the current Statutory Auditors of the bidder.		
3	In last 5 years the	Work Order and		

Sl. No.	Pre-Qualification Criteria	Supporting Documents to be attached with bid	Compliance (Yes/No)	Detailed Remarks
	<p>bidder should have completed at least 3 assignments involving Project management/ design of IT systems (application software and hardware) in a large Enterprise/ Government environment with a remuneration of at least Rs. 50 Lacs.</p> <p>* Although not mandatory, experience related to development of Aadhaar enabled applications should be clearly mentioned.</p>	<p>Completion Certificate/ Client for previous experience cited.</p>		
4	<p>Should not have defaulted on any bank/institutions' loans, statutory dues and liabilities in the past.</p>	<p>Certificate from statutory auditor or an authorized signatory / CEO of the company</p>		
5	<p>Bidder should have valid Service Tax Registration and a valid PAN</p>	<p>Copy of Service Tax Registration and a PAN.</p>		
6	<p>Should not have been blacklisted by any government agency/department at any point of time.</p>	<p>Certificate from statutory auditor or an authorized signatory / CEO of the company</p>		
7	<p>Should be currently certified at CMMi Level 4 or 5</p> <p>OR</p> <p>Quality Management</p>	<p>Copy of CMMi certificate or ISO 9001:2008 certificate as applicable.</p>		

Sl. No.	Pre-Qualification Criteria	Supporting Documents to be attached with bid	Compliance (Yes/No)	Detailed Remarks
	System certified at ISO9001:2008 standards.			
8	An undertaking from the authorized signatory of the company to the effect that “Software Service Provider” shall abide by all the terms and conditions of the RFE Document and provide services as per the Section-III of the RFE @ <u>Rs.12653.93 per function point excluding taxes</u> during the empanelment period or extension thereof”	Annexure-I duly filled and signed.		

Note:

Supporting Documents are required to be submitted in accordance with the Eligibility criteria above.

Two properly marked CDs containing the information, as per the Eligibility Evaluation parameters are required to be submitted.

The UIDAI reserves the right to visit any or all of the short-listed bidders for a physical verification of stated capacities and capabilities. Discrepancy between stated capacity/capabilities and site verification shall result in immediate disqualification.

PART-IV: SELECTION PROCESS

1. EVALUATION OF PROPOSALS:

The evaluation of the proposal will be done in 3 stages:

- 1.1 Preliminary Scrutiny:** Each proposal will be scrutinized by a Committee of UIDAI to determine whether the documents have been properly signed, all relevant papers submitted and the proposal is in order. Proposals not conforming to such requirements will be rejected.
- 1.2. Pre-Qualification:** The minimum qualifying criteria mentioned in Table-1 at Part-III will need to be met to be considered for technical evaluation.
- 1.3. Technical Evaluation:** Bidders will be evaluated on the basis of Technical Criteria mentioned in Annexure II which includes documents to be submitted and a Technical presentation for 45 minutes at UIDAI Headquarters. A total of up to 200 marks will be awarded. In order to qualify as defined hereunder as 'Technically Qualified Bidder' (TQB), the bidders should score a minimum of 140 (70%) marks during technical evaluation.

2. SELECTION OF SERVICE PROVIDERS AND ALLOCATION OF WORK VOLUME:

- 2.1 Bidders scoring 70% in technical evaluation will be declared "Technical Qualified Bidders" subject to meeting of all pre-qualification criteria
- 2.2 All such "Technically Qualified Bidders" will be issued Letter of Empanelment upon submission of Performance Bank Guarantee.
- 2.3 UIDAI also reserves the right to call for a second bid process on its sole discretion.
- 2.4 Allocation and Award of work will be done as per Clause 10 of Part 1 of Section IV

PART-V: BID PREPARATION AND DOCUMENTS CHECKLIST

CHECKLIST

Sl. No.	Category	Detailed description	Compliance (Yes/No)
1.	Pre-Qualification Criteria	<p>One SEPARATE sealed envelope, clearly marked "PRE-QUALIFICATION" containing the following: -</p> <p>List as per Table -1 of Part-III.</p> <p>Supporting Documents as per Table -1 of Part-III.</p> <p>Envelope containing the EMD.</p>	
2.	Technical Evaluation Criteria	<p>One SEPARATE sealed envelope, clearly marked "TECHNICAL EVALUATION" containing the following: -</p> <p>List as per Annexure II, Sec 5</p> <p>Supporting Documents, properly indexed and tagged, as per Annexure II, Sec 5.</p> <p>Two properly marked CDs containing the information, as per the Technical Evaluation parameters.</p>	
3.	ORIGINAL and COPY envelopes	<p>All of the envelopes specified in line items 1 and 2 need to be placed in one larger sealed envelope. Two such large envelopes each containing line items 1 and 2 needs to be prepared. One marked as "<i>ORIGINAL - Bid for Empanelment of Software Solution Provider</i>" and other marked as "<i>COPY - Bid for Empanelment of Software Solution Provider</i>".</p>	
4.	One Single Envelope	<p>The two envelopes as specified in line item 3 needs to be put into one larger sealed envelope and marked as "<i>Bid for Empanelment of Software Solution Provider</i>".</p> <p>This envelope shall also contain the fee for</p>	

Sl. No.	Category	Detailed description	Compliance (Yes/No)
		Bid. This is the final form of the tender document that will be submitted at the address specified in Section-I.	
5.	Self-Attestation	Every page of bid document and all its enclosures should be signed and stamped by bidder.	

Note: *It is desired from the bidders that all the envelopes are properly marked and sealed as indicated above and also indicates the name of the bidder firm. All the documents must be properly tagged and indexed.*

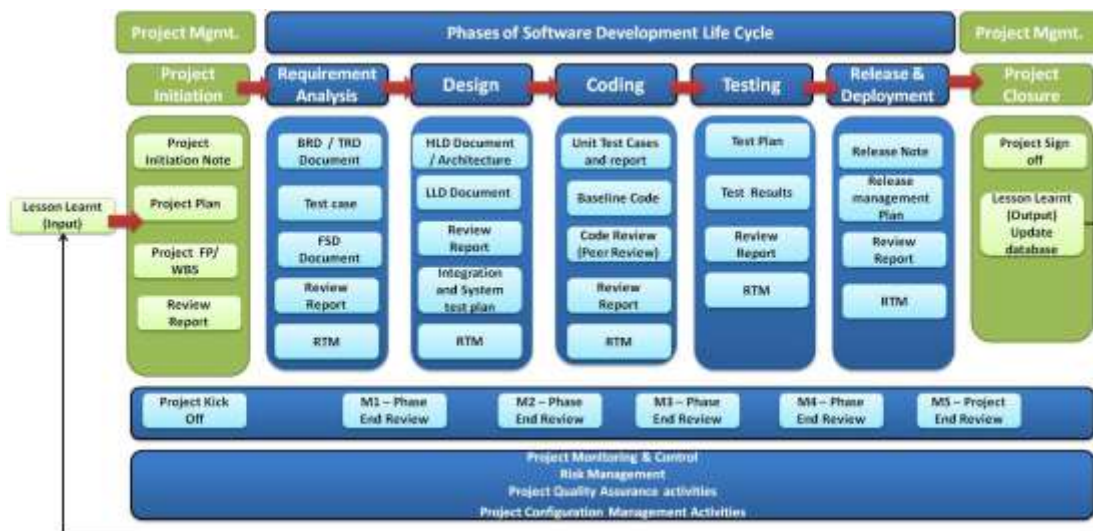
SECTION-III SCOPE OF WORK

PART-I: DESCRIPTION OF SERVICES

As stated in earlier sections, UIDAI intends to empanel reputed Firms as SSPs who will provide Software Application Development support and support for all core activities of software development, associated skills and proficiency. A software application may be categorized into a desktop solution, web based solution and mobile based solution. It is expected that the bidders possess skilled manpower that is abreast with tool based development leveraging best practices and latest technologies for all contemporary platforms. SSP is expected to inter alia perform Requirements analysis, formulate Functional specifications, Software Architecture, Software construction/coding, Software design, Version control, Testing, Debugging, Deployment and Maintenance, if required.

Phases of Software Development Life Cycle, milestone reviews and process output

The diagram below illustrates the Software Development Life Cycle as followed by UIDAI for software services delivered to UIDAI. UIDAI expects the SSPs to follow the same process and milestones, unless a waiver is granted due to special nature of a project awarded.



Legend

BRD	Business Requirement Document
TRD	Technical Requirement Document
RTM	Requirement Traceability Matrix

FSD	Functional Specifications Document
FP	Function Point
WBS	Work Breakdown Structure

Required Capabilities of Software Solution Services Provider Firms

SL No	Requirement	Description
1.	CMMi Certified	Valid CMMi 4 or 5 certification
2.	Industry accepted Rapid/ Accelerated Software Development Methodology	<p>Depending on the requirement, the firm always adopts an industry accepted software development methodology that aligns with Waterfall, Incremental, Prototyping and Agile methodologies.</p> <p>Presently UIDAI employs the SDLC process indicated at Part-1 of this section and it is expected that the SDLC process suggested by the bidders in their proposal is similar.</p>
3.	Technology Skillset Availability	<p>Platforms</p> <ul style="list-style-type: none"> • Windows Server • Unix and related flavors • Linux/ Ubuntu/ RedHat and related flavors • Mobile – Android, iOS, Windows, Blackberry • Cloud based <p>Languages and Frameworks</p> <ul style="list-style-type: none"> • Java • Open Source frameworks like Spring, Struts, Sharepoint, Cordova, PhoneGap and other commonly used frameworks for development of web and mobile devices based applications <p>Databases and tools</p> <ul style="list-style-type: none"> • MySQL • Solr <p>Data Warehousing and Analytics</p> <ul style="list-style-type: none"> • Pentaho • MongoDB • Hadoop • Hive <p>* Above list of technologies and tools is only indicative which are commonly used at UIDAI.</p>

SL No	Requirement	Description
4.	Certified Technical Architects and Project Managers	UIDAI will prefer engaging certified designers and project managers who hold skill specific certificates that are recognized by the IT industry
5.	Software estimation using IFPUG estimation methods complying with ISO/IEC 20926:2009 standard	UIDAI considers all SDLC activities for estimation using Function Point method. It is expected that the bidders are well versed with use of function point analysis for software estimation. It is essential that the project manager or the solution architect deployed on the project is very well versed with FP method of scope management and estimation (<i>Certified FP experts will be desirable</i>).
6.	Reusable Tools	From the perspective of improving the productivity and reduction in development time of applications, UIDAI envisages reuse of common application components across different applications. The bidder should have capability of managing reusable components
7.	Stakeholder Management	Bidder may deploy a relationship manager on full time or part time basis for communication with UIDAI management.
8.	Intellectual Property Rights	UIDAI shall own the IP Rights of the software solution developed by SSP.
9.	Premises	The Service Provider should have at least a LAN installed with desktops and servers, network printer, scanner and UPS of adequate capacity. The Service provider should have and use genuine and licensed software.

PART-II: QUALITY OF SERVICE (QoS)

Service Level Agreements & Targets

During the engagement, progress of each project will be measured using process metrics indicated below and applicable liquidated damages (LD) will be applied. However the LD can also vary from Application to Application and would be indicated in the bid document for selection of SSP from the empanelled SSPs.

Project Delivery SLAs					
Sr. No.	Category/Component	Metric Type	Definition	Target	LD*
1	Project Management	Schedule Variance (SV)	Metric: % Variance between allotted time for development/change and estimated time Formula: $SV = \frac{\text{Actual Elapsed Time} - \text{Estimated Elapsed Time}}{\text{Estimated Elapsed Time}}$ Period of Measurement: End of each milestone	<5%	NA
				$5\% < SV \leq 10\%$	5%
				$10\% < SV \leq 15\%$	10%
				$15\% < SV \leq 20\%$	15%
				$SV > 20\%$	25%

* Liquidated Damages

Training

SSP shall provide training to the user/UIDAI personnel on the applications developed and deployed

Warranty period and Maintenance for Projects

- a) SSPs shall be responsible for providing technical support for the successful running of software/system so developed/deployed during the period of warranty (3 months or otherwise mentioned in the work order from the date of its delivery and successful installation) The SSPs will also be responsible for planning and execution of software transition to the MSP's operation team during this duration, if applicable.

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- b) The empanelled service provider may be required to provide maintenance support of the developed software under a specific job awarded to the SSP for the period mentioned in the work order.
 - c) The SSP shall submit an undertaking that they shall be deploying the required manpower (list of such manpower to be submitted at the time of award of specific work order) for smooth implementation and warranty/ maintenance period.

Issues and Risk Management

SSP shall be responsible for performing impact analysis of project risks and issues on a weekly basis. All risks and issues and their mitigation strategies in the descending order of their impact shall be shared with UIDAI on a weekly basis.

Section IV General and Special Conditions of Empanelment

PART-I

1. GENERAL PROVISIONS

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Empanelment have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in India.</p> <p>(b) “Purchaser” means the entity purchasing the services under this Empanelment, i.e UIDAI</p> <p>(c) “Empanelment” means the empanelment of successful bidders under this RFE</p> <p>(d) “Effective Date” means the date on which this Empanelment comes into force and effect pursuant to Clause GC 2.1.</p> <p>(e) “GC” mean these General Conditions of Empanelment.</p> <p>(f) “Government” means the Government of India.</p> <p>(g) “Service Provider” means any private or public entity that will provide the Services to the Purchaser under the Empanelment. The Service Provider is the entity, whose bid has been accepted by the Purchaser.</p> <p>(h) “Party” means the Purchaser or the Service Provider, as the case may be, and “Parties” means both of them.</p> <p>(i) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>(k) “Services” means the work to be performed by the Service Provide pursuant to this Empanelment, as described in Scope of Work at Section-III of RFE hereto.</p> <p>(l) “Bidder” means the entity bidding for the services under this RFE.</p>
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	<p>(m) “Resident” means normal resident of India.</p> <p>(n) “In writing” means communication in written form with proof of receipt.</p>
1.2 Relationship Between the Parties	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Service Provider. The Service Provider, subject to this Empanelment, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
1.3 Law Governing Empanelment	This Empanelment, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
1.4 Language	This Empanelment has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Empanelment.
1.5 Notices	
1.5.1	Any notice, request or consent required or permitted to be given or made pursuant to this Empanelment shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
1.5.2	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
1.6 Location	All development work will be carried from the premises of SSP unless there is a special request from UIDAI to deploy development team at their premises
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Empanelment by the Purchaser or the Bidder may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties	The Service Provider and their Personnel shall pay all such direct and indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India.
1.9 Fraud and Corruption	
1.9.1 Definitions	<p>It is the Purchaser’s policy to require that the Purchaser as well as Service Providers observe the highest standard of ethics during the selection and execution of terms and conditions under this empanelment. The Purchaser also requires that the Service Provider does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser:</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(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;</p> <p>(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence procurement process and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition</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 fulfillment of terms and conditions under this empanelment;</p> <p>(v) “unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;</p>
1.9.2	(a) Purchaser will require the successful Service Provider to disclose any commissions or fees that may have

<p>Commissions and Fees</p>	<p>been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or fulfillment of terms and conditions under this empanelment. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.</p>
<p>1.10 Interpretation</p>	<p>In this Empanelment unless a contrary intention is evident:</p> <ul style="list-style-type: none"> (a) the clause headings are for convenient reference only and do not form part of this Empanelment; (b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses; (c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Empanelment including any amendments or modifications to the same from time to time; (d) a word in the singular includes the plural and a word in the plural includes the singular; (e) a word importing a gender includes any other gender; (f) a reference to a person includes a partnership and a body corporate; (g) a reference to legislation includes legislation repealing, replacing or amending that legislation; (h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings; (i) in the event of an inconsistency between the terms of this Empanelment and the Bid document and the Proposal, the terms of this Empanelment hereof shall prevail.

2. TERMINATION/ SUSPENSION OF EMPANELMENT

<p>2.1 Termination / Suspension of Empanelment</p>	<p>UIDAI may at any time terminate/ suspend empanelment of any empanelled Service Provider for the following reasons:</p> <ul style="list-style-type: none"> (a) If the Service Provider becomes insolvent or go into liquidation or receivership whether compulsory or voluntary. (b) If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices. (c) If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations, reputation or interests of the Purchaser. (e) If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser. (f) If the Service Provider fails to meet expected obligations as stated in GC 3 and rules & regulations stated in GC 8 of this document. (g) If the Service Provider has been blacklisted or disqualified for any reason by any government department. (h) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 7 of this document. (j) In the event of Service Provider found : <ul style="list-style-type: none"> (i) Sub-contracting of work/services without the prior written approval of UIDAI. (ii) Non co-operation during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.
<p>2.2 Cessation of Rights, Obligations AND Services</p>	<p>Upon termination/suspension/ expiration of this empanelment pursuant to clause GC 2.1, all rights and obligations of the Parties hereunder shall cease, except:</p> <ul style="list-style-type: none"> (i) such rights and obligations as may have accrued on the date of termination or expiration (ii) the obligation of confidentiality set forth in Clause



	<p>GC 3 thereof</p> <p>(iii) the Service Provider’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3 hereof; and</p> <p>(iv) Any right which a Party may have under the Law.</p> <p>UIDAI, upon termination, may ask the Service Provider to complete and fulfill the obligations/services in whole or in part under the work orders already awarded on the date of termination as per the terms and conditions of those work orders.</p>
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3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 General	
3.1.1 Standard of Performance	The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, 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 Service Provider shall always act, in respect of any matter relating to this Empanelment 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 third Parties.
3.2 Prohibition of Conflicting Activities	The Service Provider shall not engage, and shall cause their Personnel as well as and 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 Empanelment.
	a) The Service Provider shall keep safe, secure and confidential and protect from unauthorized access, loss or damage all demographic information, and all documents, data and information of any nature provided to the Service Provider for the discharge of services.
	b) The Service Provider shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from UIDAI, other than

	<p>required for discharge of services.</p> <p>c) The Service Provider shall not give access to the information or data collected and received from UIDAI in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by the UIDAI.</p>
3.3 General Confidentiality	<p>Except with the prior written consent of the Purchaser, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from UIDAI in the course of the Services, nor shall the Service Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.</p>
3.4 Insurance to be Taken Out by the Service Provider	<p>NA</p>
3.5 Accounting, Inspection and Auditing	<p>(a) The Service Provider (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Empanelment, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be.</p> <p>(b) The Purchaser shall have the right to carry out inspection checks, audits of the Service Provider's premises and/ or locations, facilities, or point of delivery of services performed under this Empanelment.</p> <p>(c) The Purchaser shall have the right to carry out scheduled/ un- scheduled visits to any of the</p>

	locations, premises & facilities and oversee the processes and operations of the Service Provider.
3.6 Sub-contracting	The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this Empanelment without the prior written approval of the Purchaser.
3.7 Reporting Obligations	As per terms and conditions mutually agreed at the time of award of work
3.8 Rights of Use	All rights of use of any process, product, service, or data developed, generated, or collected, received from UIDAI or any other task performed by the Service Provider under the execution of projects awarded under this Empanelment, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.
3.9 Safety & Security of Data, Premises, Location/ site	<p>(a) The Data, information, documents provided by the Purchaser to the Service Provider is the property of the Purchaser. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.</p> <p>(b) The Service Provider shall not use the information, the name or the logo of the Purchaser and or Government of India without authorization of UIDAI.</p> <p>(c) The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser.</p> <p>(d) The Service Provider shall follow the Security Guidelines issued by UIDAI.</p> <p>(e) The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the IT Act, the UIDAI Bill and other relevant Acts.</p>

	<p>(f) The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements.</p> <p>(g) The rogue behavior of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.</p>
3.10 Equipment & Materials Provided by the Service Providers	Equipment or materials brought by the Service Provider and the Personnel and used either for the Project or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable. However, Equipment or materials bought/provided by the Purchaser for the use of Service Provider shall remain the property of Purchaser.
3.11 Intellectual Property Rights (IPR)	UIDAI shall own the IP Rights of the software solution developed by SSP.
3.12 Assignment	The SSP shall not assign, in whole or in part, any of their obligations under this Empanelment.
3.2	SERVICE PROVIDER'S PERSONNEL
3.2.1 General	The SSP shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.
3.2.2 Project Manager/ Relationship Manager	Upon empanelment, successful bidders will appoint a technically competent person as single point of contact for interaction with UIDAI or its ecosystem partners
3.2.3 Development Sites	<p>1. The SSP shall provision workstations at its own premises to carry out software development work. UIDAI's personnel may be contacted over telephone, VC, messenger etc. During development phase, visits by UIDAI's and SSP's personnel to each other's premises may be arranged whenever required.</p> <p>2. Only during UAT (User Acceptance Testing) and during Go-Live/ Warranty phases, only key developers (others as required by UIDAI) may shift to UIDAI's premises.</p>

4. OBLIGATIONS OF THE PURCHASER

<p>4.1 Assistance and exemptions</p>	<p>Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall:</p> <ul style="list-style-type: none"> (a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services. (b) Provide to the Service Provider and Personnel any such other assistance as may be specified in the SC. (c) The Purchaser may consider exempting the penalties, which are applicable on the basis of SLAs and levied on the monthly bills, on the written justifications provided by the service provider.
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5. FACILITIES

<p>5.1 Services, Facilities and Property of the Purchaser</p>	<ul style="list-style-type: none"> (a) The Purchaser shall make available to the Service Provider and its Personnel access to its facilities, as mutually agreed, at the times and in the manner required by the Service Provider for efficient discharge of Services. (b) In case that such access shall not be made available to the Service Provider as and when required, the Parties shall agree on any time extension that may be appropriate to grant to the Service Provider for the performance of the Services.
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6. GOOD FAITH

6.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Empanelment and to adopt all reasonable measures to ensure the realization of the objectives of this Empanelment.
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7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement	Performance of the Empanelment is governed by the terms & conditions of the Empanelment, in case of dispute arises between the parties regarding any matter under the Empanelment, either Party of the Empanelment 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 7.2 shall become applicable.
7.2 Arbitration	<p>(a) In the case of dispute arising upon or in relation to or in connection with this empanelment, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Purchaser and the Service Provider, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the authority specified in SC 8.2 (a). The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</p> <p>(b) Arbitration proceedings shall be held in India at the place indicated in SC 7.2 (b) and the language of the arbitration proceedings and that of all documents and communications</p>

	<p>between the parties shall be English.</p> <p>(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Purchaser and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.</p>
7.3 Obligations during Arbitration	Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under this Empanelment unless they otherwise agree.

8. ADHERENCE TO RULES & REGULATIONS

8.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions	<p>(a) The Service Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof) and the law providing the UIDAI statutory authority (when passed by parliament and brought into force).</p> <p>(b) The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.</p> <p>(c) The Service Provider shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.</p>
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9. LIMITATION OF LIABILITY

9.1 Limitation of Liability	Except in case of gross negligence or willful misconduct; and in the case of infringement pursuant to Patent Rights :
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	<p>(a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Purchaser; and</p> <p>(b) All claims regarding indemnity shall survive the termination or expiry of the Empanelment.</p>
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10. Allocation and Award of Work

<p>10.1 Selection of SSP</p>	<p>(i) UIDAI, at its discretion, will publish initial requirements relating to any project to the empaneled SSPs. The requirements will inter alia include scope of application to be developed by SSP and Maintenance support required for the same for a predetermined time period on need basis.</p> <p>(ii) Based on requirements, bids will be invited from empanelled SSPs. The bids should detail the approach to be followed to meet the requirements. The bids should also include the number and qualifications of the resources that will be provided for this requirement. These bids will be evaluated on Quality based selection. Detailed evaluation criteria will be indicated in bid and would vary from Application to Application to be developed by SSP.</p> <p>(iii) The bidders will also submit the estimated Function Point Count and time required for completion of work. Estimated time for completion would form an important parameter for evaluation and details of same would be provided in bid document.</p> <p>(iv) SSP with the highest score in para (ii) above will be awarded the project by issuance of a work order. UIDAI, however, reserves the right, to reject any or all bids or not to award the work or to award work to more than one bidder. FP count for the payment would be those arrived at by UIDAI through its assessment and audit.</p> <p>(v) Selected SSP will submit a performance bank</p>
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	<p>guarantee with Purchaser equal to 10% of the value of the work order which will remain valid till 6 months after completion of the project. Project level performance bank guarantee will be submitted in addition to the performance bank guarantee submitted at the time of empanelment.</p>
<p>10.2 Performance Evaluation of the SSP</p>	<p>(i) UIDAI will periodically and at the end of every project evaluate the performance of the SSP.</p> <p>(ii) Evaluation will be based on the following:</p> <ol style="list-style-type: none"> a. Quality of Estimation and Scope Management. Effort estimate of approved “Change Requests” shall be added to initial estimate to come up with revised estimate. b. Adherence to development schedule c. Quality of people deployed on the project d. Degree of use of tools. It is desirable to maximize use of tools for higher productivity and homogeneity of quality of deliverables e. Number and type of defects identified during User Acceptance Testing and Go-live f. Quality of communication with UIDAI g. Quality of transition of application to MSP for run-support. h. <p>(iii) Project end feedback will be used as selection criteria during award of work for future projects</p>

11. CHANGE MANAGEMENT

<p>11.1 Change Management Process</p>	<p>(i) SSP shall record all deviations from original/last baselined scope of work as Change Request (CR). SSP shall also conduct detailed impact analysis in terms of cost and schedule before putting up the CR to UIDAI for approval</p> <p>(ii) All CRs shall be reviewed by UIDAI’s Change Approval Board before an approval is accorded</p> <p>(iii) SSP shall incorporate approved CRs into the original/last baselined versions of the impacted deliverables and publish them as new versions</p> <p>(iv) All invoices related to unapproved CRs shall be rejected by UIDAI.</p>
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SECTION-V

ANNEXURES

ANNEXURES

- I. Bid Covering Letter
- II. Technical Bid Format
- III. Letter of Empanelment Template
- IV. Form of Bank Guarantee Bond
- V. Pro-forma for submitting written queries

ANNEXURE I

BID COVERING LETTER

(To be submitted on the Letter head of the applicant)

To,

(Address)

Ref: Request for Empanelment (RFE) Notification No. _____ dated _____

Dear Sir,

1. Having examined the RFE document, we, the undersigned, herewith submit our response to your RFE Notified vide F. No. _____ dated _____ for UIDAI Project, in full conformity with the said RFE document.
2. We, the undersigned, offer to provide our services to UIDAI for development of software applications at the standard rate of Rs.12653.93 per function point (excluding taxes) in accordance with your RFE.
3. We agree to abide by this RFE, consisting of this letter and all requisite supporting documents, for a period of 150 days from the closing date fixed for submission of bid as stipulated in the RFE document.
4. We would like to declare that we are not involved in any litigation with any Government in India and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
5. We hereby declare that we have not been blacklisted by any Central/ State/ UT Government.
6. We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government.
7. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

8. We undertake that, in competing for (and, if the award is made to us, in executing) the above Empanelment, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.
9. We understand that the UIDAI is not bound to accept any bid received in response to this RFE.
10. In case we are engaged by the UIDAI or ministries at Center/ State for executing the services, we shall provide all assistance/cooperation required by UIDAI/ auditing agencies appointed by it/ UIDAI officials for performing their auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
11. In case we are empaneled as a Software Solution Provider, we agree to abide by all the terms & conditions of the Empanelment that will be issued by UIDAI.
12. The offer includes the cost of setting up and operating the services and performing all functions as per the ‘scope of work, deliverables and SLAs’ defined in Section III of the RFP.
13. We already have the technical and financial capability in India for carrying out the services as detailed in the ‘scope of work, deliverables and SLAs’.
14. Our correspondence details with regard to this RFE are:

No.	Information	Details
1.	Name of the Contact Person	
2.	Address of the Contact Person	
3.	Name, designation and contact address of the person to whom all references shall be made regarding	
4.	Telephone number of the Contact	



5.	Mobile number of the Contact Person	
6.	Fax number of the Contact Person	
7.	Email ID of the Contact Person	
8.	Corporate website URL	

15. We also understand that in case of deficiencies in our services as per the requirement of RFE, UIDAI reserves the right to allocate our volume of work, in full or in part, to other Software Solution Providers for a limited period or on permanent basis.

We remain,

Yours sincerely,

Authorized Signature [*In full as well as initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

ANNEXURE II

TECHNICAL BID FORMAT

(Document checklist to be submitted on the letter head of the bidder)

All bidders are expected to submit detailed write-up and documentary evidences, wherever applicable, for each of the items listed below. In order to obtain more clarity on their technology competence, bidders will be invited to UIDAI HQ for 45 minutes presentation on the topics listed below to a selected panel of officers from UIDAI. Bidder should submit a hard copy of presentation along with bid.

SL No	Evaluation Criteria	Maximum Score
1.	Organization Overview <ul style="list-style-type: none"> • Certifications Achieved , CMM , ISO , Any other (7 Marks) • Infrastructure set up for delivery of software solution in both onsite and offsite modes. (7 Marks) • Overview of key projects with specific mention of Top 3 projects awarded and completed in the last 3 financial years giving name of customer, scope of work in brief, date of award and completion, value of work and completion certificate. Mention accolades/ appreciations received (6 Marks) 	20
2.	Software Development Methodology – Mention 5 successful case studies on following parameters <ul style="list-style-type: none"> • Conversant with/use of waterfall and Agile development methodologies and other Rapid Application Development Methods (7 Marks) • Quality Processes followed (7 Marks) • Scope Management – Any tools (7 Marks) • Estimation using IFPUG functional size measurement method 2009 complying with ISO/IEC 20926:2009 standard of IFPUG sizing methods. (7 Marks) • Release management processes. (7 Marks) • Other differentiating Factors (5 Marks) 	40

SL No	Evaluation Criteria	Maximum Score
3.	<p>Skill-wise availability of certified and non-certified technology personnel (architects, designers, developers and testers- Number, Names, Brief job profile and Experience in years/months) for:</p> <ul style="list-style-type: none"> • Java/J2EE (10 Marks) • Mobile Applications development using Android, iOS, Blackberry OS and Windows (15 Marks) • Web services (restful and soap based web service) (10 Marks) • Tomcat/JBoss & other popular Application Servers (5 Marks) • Expertise in Network Security (10 Marks) • Expertise in MySQL as RDBMS (10 Marks) • Experience of big data management using Pentaho, Hadoop, Hive, Solr, Mongo DB is desirable (10 Marks) <p>Give detailed references to at least 4 key projects using any or all above technologies</p>	70
4.	<p>Tools/ Asset Management (Harvesting, Reuse, Learning's, Best Practices, Examples)</p> <ul style="list-style-type: none"> • Tools used for version control, software life cycle management (IDEs, source code analyzer, build tools, code quality checking tools, MS Project, GIT for SCM, Bugzilla). (7 Marks) • Experience in software asset creation to enhance productivity. (7 Marks) • Availability of coding, security Guidelines/best practices document/Framework. (6 Marks) <p>Mention case studies</p>	20
5.	<ul style="list-style-type: none"> • Technical Presentation on above points (35 Marks). • Details of earlier 3 projects completed and their time lines for completion (15 Marks). 	50

ANNEXURE - III
LETTER OF EMPANELMENT TEMPLATE

To

The <Selected Bidder>

UIDAI had invited bids for “Empanelment of Software Solution Provider” vide their Request for Empanelment (RFE) document number F.No._____ dated _____ in response to which you had submitted a bid dated _____

UIDAI is pleased to inform you that your bid has been accepted for your empanelment as Software Solution Provider to supply Services at a standard rate of Rs 12653.93 per function point (excluding taxes) for software development. The empanelment will be governed by the Terms and Conditions enlisted in the aforesaid RFE

For and on behalf of *[name of Purchaser]*

[Authorized Representative]

ANNEXURE-IV

FORM OF BANK GUARANTEE BOND

1. In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt _____ (hereinafter called the said Service Provider(s)] from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____

for _____ (hereinafter called 'the said Agreement'), of security deposit for the due fulfillment by the said Service Provider(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for ₹ _____ (_____ Only) We, _____ (hereinafter referred (*indicate the name of the bank*) to as 'the Bank') at the request of _____ [Service Provider(s)] do hereby undertake to pay to the Government an amount not exceeding ₹ _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider (s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹ _____.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Service Provider(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Service Provider(s) shall have no claim against us for making such payment.

4. We, _____(indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or _____ discharged or till _____ Office/Department/Ministry of _____certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Service Provider (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ (indicate the name of bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Service Provider (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Service Provider (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Service Provider (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s).

7. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

8. Dated the _____ day of _____ for _____ (indicate the name of the Bank).

ANNEXURE-V

PROFORMA FOR SUBMITTING WRITTEN QUERIES

(To be sent in doc/editable format only at the given e-mail address)

‘Empanelment of Software Solution Provider’

Ref. No. _____ dated _____

Name of Firm: _____

S.No.	Page No. of RFE	Section	Clause	RFE Statement	Query	Response/ Clarification

Note: Queries sent to UIDAI in any other format or in read-only formats might be overlooked or rejected.

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