

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA (UIDAI)  
PLANNING COMMISSION, GOVERNMENT OF INDIA**

Reference Number: 4(4)/56/42/DMS/2010-UIDAI



सत्यमेव जयते

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**AADHAAR DOCUMENT MANAGEMENT SYSTEM**

**JANUARY 2011**

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## **SECTION – I**

### **Request for Proposal (RFP)**

**(Reference Number: 4(4)/56/42/DMS/2010-UIDAI)**

1. UIDAI is looking for a Managed Service Provider for creation, operation and maintenance of Infrastructure for physical storage of enrolment forms and accompanying documents pertaining to Proof of Address and proof of Identity produced by residents during Aadhaar Enrollment and their conversion and storage into digital format. The proposed infrastructure called the “Aadhaar Document Management System” for UIDAI will have following deliverables:
  - a) Physical storage of Aadhaar enrolment forms and accompanying documents produced during enrollment for UID.
  - b) Scanning & conversion of physical forms and documents into digital/electronic formats. Proper storage supported by state of the art Document Management System.
  - c) Easy, convenient, safe & secure retrieval of original forms & documents. Making available authenticated copies of original forms and documents or physical copies of the digital forms & documents as may be the case to recipients so authorized by the UIDAI.
  - d) Operation, Maintenance and support for at least 5 years.
2. UIDAI invites sealed proposals including Technical & Commercial Bids from competent and eligible bidders.
3. The following table provides a quick overview of the key activities and important dates about this tender.

S.No	Particular	Details
1	Tender Reference	4(4)/56/42/DMS/2010-UIDAI
2	Tender issuing Authority	Unique Identification Authority of India, New Delhi
3	Name of the Project	Aadhaar Document Management System
4	Cost of the Tender document	Rs 5000/
5	Earnest Money Deposit	Rs 5,000,000/
6	Date of commencement of issue of tender document	15 <sup>th</sup> January 2011
7	Pre-bid Conference	27 <sup>th</sup> January 2011 (1100 Hours at UIDAI Headquarters, New Delhi)
8	Last date and time of submission of queries clarification through e-mail	31 <sup>st</sup> January 2011 (till 1300 Hours)

9	Date of issue of clarifications	7 <sup>th</sup> February 2011
10	Last date & Time For submission of Bids	25 <sup>th</sup> February 2011 (till 1500 hours)
11	Date of opening of Pre qualification	28 <sup>th</sup> February 2011, 1100 Hours
12	Paper evaluation ends	8 <sup>th</sup> March 2011
13	Bid presentation start	10 <sup>th</sup> March 2011
14	Bid presentation ends	16 <sup>th</sup> March 2011
15	Declaration of Technical evaluation	25 <sup>th</sup> March 2011
16	Opening of Commercial Bids	28 <sup>th</sup> March 2011
17	Date of award	6 <sup>th</sup> April 2011
18	Date of starting operations	20 <sup>th</sup> April 2011
19	Address of Communication/Purchase of Tender document/Submission of Proposals	The Assistant Director General, Unique Identification Authority of India (UIDAI) Tower 2, Third Floor, Jeevan Bharti Building, Connaught Circus, New Delhi- 110001
20	E-mail Id	aadhaar.dms@uidai.gov.in
21	Contact Person	Alok Shukla, ADG, UIDAI, New Delhi

1. A copy of the tender document may also be downloaded from <http://www.uidai.gov.in>. The cost of tender document shall be paid along with the submission of the tender in such cases.

Sd/-

Assistant Director General,

UIDAI, New Delhi

## **SECTION - II**

### **INSTRUCTION TO BIDDERS**

#### **1. Prequalification criteria:**

This invitation for bids is open to Depositories formed according to Govt of India, Depositories Act 1996 and to those organizations who fulfill pre-qualification criteria as specified in this section and who have capabilities to deliver the services requested under the tender. Consortiums or Sub-contracting shall be allowed as part of the tender.

A consortium of Companies may bid for the project. One of the members of the consortium should act as the Prime Bidder and shall be responsible to UIDAI for discharging of all responsibilities related to the Bid finalization and implementation of project (if selected as the Implementing Agency). The other members of the Consortium or Group shall be called as sub-contractors. The Prime Bidder should submit all the bids. The consortium members should not be more than 3.

#### **1.1. Consortium Related Conditions**

- a) The Tenderer shall have the option to submit the bid either alone or in a consortium with other Parties (Maximum 3). In case of a consortium, the Prime Bidder should confirm unconditional acceptance of full responsibility of executing the 'Scope of Work' of this tender. This confirmation should be submitted as part of the Technical Bid. The Tenderer shall also be the sole point of contact for all purposes of the Contract.
- b) Any Prime Bidder or their consortium members cannot be a member of any other consortium for the purpose of this tender.
- c) The Prime Bidder can reconstitute the consortium by including any other new member(s) at the time of submission the bid. However, a member of a given consortium cannot be a member of any other consortium bidding for this tender.
- d) The consortium and each of its members shall be jointly and severally responsible for the execution of the scope of work.
- e) The Tenderer, or in the event the bid is submitted by a consortium, the members of such consortium, should not be involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. The Tenderer or any of the Consortium Partners should not have been black-listed by any Central / State Government or Public Sector Undertakings. If at any stage of Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the UIDAI,

the UIDAI shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Tenderer.

- f) In case of a Consortium Bid, the Tenderer would need to submit a joint Memorandum of Understanding (MoU) / Agreement between the consortium members for the contract clearly indicating their scope of work and relationship. **Such a MoU should be prepared on a stamp paper of requisite value.**
- g) MoU / Agreement concluded by the Tenderer and consortium member(s) should also be addressed to the UIDAI clearly stating that the MoU / Agreement is applicable to this tender and shall be binding on them for the contract period. Notwithstanding the MoU / Agreement, the responsibility of completion of job under this contract will be with the Tenderer.

**1.2.** To qualify for submission of the bid, each bidder should meet all of the following pre-qualification criteria:

- a) The bidder should have been in existence for at least last 3 years (as on 30th October 2010). The bidder shall submit the Certificate of Incorporation in respect of this requirement.
- b) In the last three financial years i.e. 2007-08 to 2009-10 the bidder should have achieved an annual financial turnover of Rs. 100 crores in at least one year. The bidders shall submit audited annual accounts of all three years in respect of this requirement.
- c) The bidder should have executed at least three project of similar nature.
- d) Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Tendering Authority. A Self-declaration Certificate should be enclosed. Proforma in form-4 of Section V. Proposed products should have at least 2 installation of similar scale with any of the national or international customer, Bidder to provide undertaking with the customer list.
- e) Bidder should have at least three live implementation site in India with more than 3 crores documents archived (physical as well as electronic). The bidder shall provide valid work orders/certification of completion to this extent.

The bidders should submit all the above information in their prequalification proposals, so as to get eligible for technical evaluation.

## 2. Tender Rejection Criteria

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

Any change in the structure or formation of the bidder after being pre-qualified and invited shall not be entertained. The same will be considered as a breach and the bidder shall be disqualified by UIDAI and be rejected without any further notice.

## 3. Dispute Resolution

- a) If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement 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.
- b) In case of such failure as is referred to above, the dispute shall be referred to (An authority chosen by the two parties by mutual agreement for the purpose of the above clause) who shall act as the sole Arbitrator for settlement of such dispute.
- c) The Arbitration and Conciliation Act, 1996, shall govern the Arbitration proceedings.
- d) The Arbitration proceedings shall be held in Delhi, India.
- e) The substantive laws of India shall govern the Arbitration proceeding.
- f) The proceedings of Arbitration shall be in English language.
- g) 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. Bidders' companies who have or had business relations with Employer are advised not to employ serving Employers' employees without prior permission.



#### 4. Bid Evaluation Criteria

##### 4.1. Technical Evaluation Criteria

The Technical proposal evaluation process would focus on the ability of bidder to satisfy technical requirements of the project, quality assurance procedures and ability to meet the project timelines. Technical proposals of only those bidders who meet the pre-qualification criteria will be opened for further evaluation. Technical proposals will be evaluated based on the following criteria:

S.No	Evaluation Criteria	Category Points	Marking Scheme	Break Down Points
<b>1</b>	<b>Experience</b>	<b>40</b>		
<b>1.1</b>	Experience of Bidder/Consortium partner in executing Similar Physical storage of documents.	<b>20</b>		
<b>A</b>			Depositories formed in accordance with Depositories act 1996 or if No of national/international clients greater than or equal to 5 (Organizations other than Depositories).	20
<b>B</b>			No of National/international clients >1 but less than 5	10
<b>1.2</b>	Experience of Bidder/Consortium partner in executing the Scanning , Digitization and storage of documents.	<b>20</b>	Depositories formed in accordance with Depositories act 1996 or if No of national/international clients greater than or equal to 5 (Organizations other than Depositories).	20
			Less than 5 Projects on pro-rata.	
<b>2</b>	<b>Proposed Solution</b>	<b>30</b>		

<b>2.1</b>	Project Requirement Understanding	10		10
<b>2.2</b>	Completeness of the Solution to the requirements	10		10
<b>2.3</b>	Technical Demonstration	10		10
	UIDAI will publish list of key features to be demonstrated to all selected bidders. Bidders may be asked to demonstrate features related to functional requirement or technical compliance provided in the RFP.			
<b>3</b>	Approach and Methodology(for Pan India rollout )	<b>20</b>		
<b>4.</b>	Innovation or out of the box approach, proposed to be deployed for the UIDAI solution which impacts Quality of service, efficiency, security and cost.	<b>10</b>		
	Total	<b>100</b>		

#### 4.2. Commercial evaluation criteria

Only the bidders who score more than 70 (Seventy) marks in Technical Evaluation process will qualify for Commercial Evaluation process. The final commercial quote shall be calculated as per the following:

$$\text{Final Commercial Quote} = 90\% \text{ of Commercial Quote for Part-1} + 10\% \text{ of Commercial Quote for Part-2}$$

The bidder whose bid has been determined as the lowest final commercial quote (i.e. L1) shall be awarded the project.

## **5. Payment Terms**

- i. Payment will be released quarterly after successful collection, transportation, physical storage, electronic storage of enrolment forms and accompanying documents as per certification by UIDAI representative.
- ii. Bidder will have to keep physical and digital records secure and safe for five years. Payment for physical and digital storage of documents will be made after every one year based on actual number of records.

## **6. Cost of Bidding**

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Tendering Authority in no case, will be responsible or liable for these costs, regardless of conduct or outcome of the bidding process.

## **7. Bidding Document**

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

## **8. Clarification of Bidding Documents**

All enquiries / clarifications from the bidders, related to this RFP must be directed in writing exclusively to the contact person notified by the Tendering Authority in section I above. The preferred mode of delivering written questions to the aforementioned contact person would be through email. Telephone calls will not be accepted. In no event will the Tendering Authority be responsible for ensuring that bidders' inquiries have been received by the UIDAI.

After distribution of the RFP, the contact person notified by Tendering Authority will begin accepting questions through e-mail from the bidders. Tendering Authority will endeavor to provide a full, complete, accurate, and timely response to all questions. However, Tendering Authority makes no representation or warranty as to the completeness or accuracy of any response, nor does the Tendering Authority undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will published on the UIDAI website on the date mentioned in section I above. No request for clarification from any bidder shall be entertained after 1300 Hours On 31<sup>st</sup> January 2011.

## 9. Amendment of Bidding Documents

- a. At any time prior to the deadline for submission of bids, the Tendering Authority may, for any reason, whether on its own initiative or in response to the clarification requested by a prospective Bidder, modify, change, incorporate or delete certain conditions in the bidding document.
- b. All amendments will be hosted on our website [uidai@gov.in](mailto:uidai@gov.in) and shall be binding on all the bidders.
- c. In order to allow prospective Bidders reasonable time to take into consideration the amendments while preparing their bids the Tendering Authority, at its discretion, may extend the deadline for the submission of bids.

## 10. Preparation of Bids

- a. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Tendering Authority shall be in *English* only.

- b. Bid Currency

Prices shall be quoted in Indian Rupees only.

## 11. Proposal Format and Submission Procedure

The proposal should be prepared in the following **three Envelopes** -

S.No	Item	Reference Form (refer Section V)
<b>A</b>	<b>Envelope - A Pre-Qualification Documents</b>	
1.	Demand Draft for Earnest Money Deposit (EMD)	
2.	Incorporation of Company Certificate or Partnership deed in case of consortium	
3.	Bid Proposal	Form 1
4.	Bidder's Authorization Certificate	Form 2
5.	The documents establishing Bidder's eligibility and qualification requirements	Form 3
6.	Self-Declaration certificate as required	Form 4
7.	Certificate of Conformity as required	Form 5
8.	Financial information about the bidder	Form 6

<b>B</b>	<b>Envelope - B Technical Proposal</b>	
1.	Past experience of the bidder in the services sought under this RFP	Form 3
2.	Documents on proposed solution and approach and methodology for implementation	Not more than 15 pages
<b>C</b>	<b>Envelope - C Commercial Proposal</b>	Form 7

a. Bid Prices

The Proforma of the bid price form is in Form-8, Section V. If required the tendering authority may at a later stage (i.e. after the finalization of contract or at the time of agreement) ask for a component wise breakup of the price.

b. Bid Proposal Sheet

Bid Proposal sheet duly filled in and signed and complete in all respects along with field of checklist. Proforma in Form-1, Section V

c. Proposals should be prepared in the formats as provided in this tender (refer Section V). Technical Proposal should be submitted in both softcopy (CD) as well as in hard copy, whereas, Commercial Proposal should be submitted in hard copy only. Two sets (1+1) of proposals should be submitted.

d. The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. An Authorization certificate to this effect shall be submitted the along with the bid. (Please refer Form-2, Section V for the format).

## 12. Earnest Money Deposit

a. The EMD shall be in Indian Rupees only. The Bank Draft should be drawn in favor of **“PAO, UIDAI, New Delhi” and payable at New Delhi.**

b. Unsuccessful Bidder’s EMD will be discharged / refunded as promptly as possible but not later than 30 days after the decision of the commercial bid is taken.

c. The successful Bidder’s EMD will be discharged only after signing of contract and receipt of Performance Bank Guarantee.

d. The EMD shall be forfeited:

- If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form.

- or in case of a successful Bidder, if the Bidder fails to sign the Contract; or
- Fails to furnish the performance security.

### 13. Period of Validity Of Bids

- a. Bids shall be valid for 180 days after the date of bid opening. A bid valid for a shorter period shall be rejected by the tendering authority as non – responsive.
- b. In exceptional circumstances, the Tendering Authority may solicit the Bidders consent to an extension of the period of validity .The request and response thereto shall be made in writing.
- c. Bid evaluation will be passed on the bid prices without taking into consideration the above changes.

### 14. Submission of Bids

#### a) Sealing and Marking of Bids

1. The Bidders shall seal the envelopes in separate inner envelopes, duly marking the envelopes as “Envelope No.1 – Pre-qualification”, “Envelope No.2 – Technical Evaluation” and “Envelope No.3 Commercial Envelope”. He shall then place these envelopes in an outer envelope. Both the inner envelopes and the outer envelope should be addressed to:

**Assistant Director General,**

Unique Identification Authority of India (UIDAI),  
Planning Commission, Govt. of India (GoI),  
3<sup>rd</sup> Floor, Tower II, Jeevan Bharati Building,  
Connaught Circus, New Delhi – 110001.

2. Both the inner envelopes shall indicate the name and address of the Bidder.
3. If the outer envelope is not sealed and marked, the Tendering Authority will assume no responsibility for the Bid’s misplacement or premature opening.
4. Telex, cable or facsimile bids will be rejected.

#### b) Deadline for Submission of Bids

- I. Bids must be received by The Tendering Authority at the address, not later than the time and date specified in the Invitation for Bids (Please refer section I). In the event of the specified date for the submission of Bids being declared as a holiday for the Tendering Authority, the bids will be received up to the appointed time on the next working day.

- II. The Tendering Authority may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of The Tendering Authority and Bidders subject to the deadline will thereafter be subject to the deadline as extended.

c) Late Bids

Any bid received by the Tendering Authority after the deadline for submission of bids prescribed by the Tendering Authority, will be rejected and/or returned unopened to the Bidder.

d. Withdrawal of Bids

- I. The Bidder may withdraw its bid after the submission, provided that written notice of withdrawal is received by the Tendering Authority prior to the deadline prescribed for submission of bids.
- II. In case the Bidder wants to withdraw the Bidder's withdrawal notice shall be prepared, sealed, marked and dispatched to the Tendering Authority in original.
- III. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of the bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its bid security.

**15. Bid Opening and Evaluation of Bids**

Proposals will be reviewed by a Committee of Officers (the "Committee") appointed by the competent authority. The committee may be comprised of, or receive assistance from, several teams conducting parallel evaluations.

Evaluation of the bids will be done in three stages and at the end of every stage short listed bidders will be informed of the result. Evaluations will be based on the proposals, and any additional information requested by the tendering authority. The following is the procedure for evaluation.

**16. Evaluation of pre-qualification bids**

- a) The documentation furnished by the bidder will be examined prima facie to see if the technical skill base and financial capacity and other bidder attributes claimed therein are consistent with the requirements of this project and meet the pre-qualification criteria as specified above in Section II of this RFP.
- b) The evaluation committee may ask bidder(s) for additional information, visit to bidders site and/or arrange discussions with their professional, technical faculties to verify the claims made in bid documentation.



- c) Any proposal not complying with the requirements of the pre-qualification criteria will not be processed further.

**17. Evaluation of Technical bids**

The technical proposals of only those bidders, who qualify in the evaluation of the pre-qualification proposals, shall be opened. The evaluation of the Technical bids is carried out in the following manner:

- a) The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP
- b) Proposal Presentations: The committee may invite each bidder to make a presentation to the tendering authority at a date, time and location determined by the tendering authority. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and the key points in their proposals.
- c) The proposal review committee may undertake oral clarifications with the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional, technical faculties in the evaluation process.
- d) Depending on the evaluation methodology mentioned in points a, b and c, each Technical Bid will be assigned a technical score out of a maximum of 100 points.
- e) The bidders, who score a Technical score of more than 70 marks, will qualify for the evaluation in the commercial process.

**18. Evaluation of Commercial bids**

The bidder whose bid has been determined as the lowest final commercial quote (i.e. L1) shall awarded the project.

**19. Clarification of Bids**

During evaluation of bids, Tendering Authority may at its discretion, asks the Bidder for clarification of its bid .The request for clarification and response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted.

**20. Contacting the Tendering Authority**

- a. No Bidder shall contact the Tendering Authority on any matter relating to its bid, from time of opening to the time the contract is awarded. If he wishes to bring additional information to the notice of the Tendering Authority, he should do in writing. The Tendering Authority reserves the

right as to whether such additional information should be considered or otherwise.

- b. Any effort by a Bidder to influence the Tendering Authority in its decision on bid evaluation, bid comparison or contract award may result in disqualification of the Bidder's bid and also forfeiture of his bid security.

## **21. Award of Work**

- a. The finalization of the tenders will be done by a competent authority on recommendation of committee constituted by the competent authority for this purpose.
- b. The Tendering Authority will award the work to the Successful bidder whose bid has been determined as the lowest evaluated bid provided further that the bidder is technically eligible.
- c. If the Tendering Authority feels that a single Tenderee cannot accomplish the said work in the scheduled time, the Tendering Authority might consider the proposal of having multiple agencies.
- d. The Tendering Authority's may vary the scope of contract at the time of award.

## **22. Tendering Authority's Right to Accept / Reject Any or All Bids**

The Tendering Authority reserves the right to accept or reject any bid, or to annul the bidding process and reject all bids at any time prior to the award of Contracts, 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 Tendering Authority's action.

## **23. Notification of Awards**

Prior to the expiry of the period of the bid validity, the Tendering Authority will notify the successful Bidder in writing. The Bidder will confirm the same in writing through registered letter.

## **24. Signing of Contract**

After the Tendering Authority notifies the successful Bidder that its bid has been accepted, the Tendering Authority will sign the contract within 15 days as per the Contract Form provided by UIDAI.

## **25. Performance Guarantee**

Within 15 days after receipt of notification of award of the Contract from UIDAI, the successful Bidder shall furnish performance guarantee bond to UIDAI, which shall be equal to 10 percent of the value of the contract( for 10 crores residents) and shall be in the form of a bank guarantee bond from a Nationalized/scheduled Bank in the Proforma given in Form-9, Section V.

Performance. Performance bank guarantee should be renewed time to time before expiry during entire period of contract.

**26. Corrupt or Fraudulent Practices**

The Tendering Authority requires that the Bidders/agency under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tendering Authority:

- a. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- b. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
- c. The past performance of the Bidder will be cross checked if necessary. If the facts are proven to be dubious the Bidders tender will be ineligible for further processing.

**27. Decision Taken**

- a. The decision taken by the UIDAI in the process of Tender evaluation will be full and final.

## **Section – III**

### **SCOPE OF WORK AND DELIVERABLES**

#### **1. Project Background**

The Unique Identification Authority of India (UIDAI) was established in January 2009, as an attached office to the Planning Commission. The purpose of the UIDAI is to issue a unique identification number (UID) to all Indian residents that is (a) robust enough to eliminate duplicate and fake identities, and (b) can be verified and authenticated in an easy, cost-effective way.

#### **2. Project Scope & Objectives**

- I. Selected bidder will have to collect enrolment forms and accompanying documents tagged with EID (Enrolment ID) from UIDAI Registrars (Departments of State/UT Governments, Banks, Financial Institutions, Educational institutions and transport to the storage location in a secured environment..
- II. The bidder may use existing warehouses or should create new warehouses for storage of physical documents. Warehouses should have following features:
  1. Specialized environmental controls including temperature and humidity. Warehouses should also be disaster-resistant against fire, flood, earthquakes, etc.
  2. Warehouses should be reviewed by a licensed fire protection agency.
  3. Warehouses should be constructed with non-combustible materials.
  4. Warehouses should be water proof with no leaks or moisture problems, Corrosion proof, Heat reflectance and Heat Resisting RCC roofing
  5. Warehouses to have an integrated pest management program
  6. Warehouses will maintain required relative Humidity and air exchanges.
  7. Racks housing documents should be easily accessible.
- III. Stored documents should be properly catalogued and indexed to facilitate quick retrieval. Indexing should be computerized with proper labeling.
- IV. There should be computerized facility to track record while it is away from the normal storage area. Movement of records should adhere to the policy defined by UIDAI. Periodic audit should also be done to avoid unauthorized movement of records.
- V. Paper documents pertaining to enrolment, should be kept safe during prescribed preservation period.

- VI. Disposal of records may be done after their prescribed preservation period as defined by UIDAI. Some of records may also be asked to be archived locally or in National Archive.
- VII. The selected bidder will have to provide facility for conversion of physical forms & documents into digital/electronic format.
- VIII. The scanned document should have at least 600 dpi. Scanning facility of forms and documents will have to be provided with due quality checks (scanned image should not be blurred, folded, too dark or too light to read etc.). Scanned image of the document should be clear and readable. Photo of resident should be identifiable. Scanned data will have to be mapped with EID (Enrolment ID) No. for ease of retrieval.
- IX. Selected Bidder will need to create safe, secure & scalable digital storage facility. Capacity of storage may increase as UIDAI's enrollment increases.
- X. Digital Storage facility will have a DR site in different seismic zone.
- XI. The selected bidder will have to provide facility for easy, convenient, cost effective, safe & secure retrieval of original forms & documents and their electronic versions. Authenticated copies of original forms & documents and electronic as well as physical copies of the digital forms & documents, as may be the case, should be made available to the recipients, authorized by the UIDAI.
- XII. The selected bidder will have to undertake storage and preservation of electronic documents for periods prescribed by the UIDAI.
- XIII. The selected bidder should meet or exceed agreed storage and preservation standards at all time.
- XIV. The selected bidder should meet or exceed SLA's.
- XV. The selected bidder should organize and facilitate internal, external & concurrent audit including by independent third parties of processes, systems and quality of service & standards as agreed.
- XVI. The selected bidder will have to provide accurate and timely billing in respect of services rendered as provided for under the contract with UIDAI.
- XVII. Selected bidder will be free to deploy hardware and software as per his choice without compromising functional requirement of UIDAI. Application softwares should comply with the Open Standard Requirement.
- XVIII. There should be facility to track all activities pertaining to storage, retrieval of records.
- XIX. Aadhaar Document management system should be interoperable to facilitate smooth takeover by any other vendor after 5 years.

### **3. Services to be delivered**

- I. Collection of enrolment forms and accompanying documents within 7 working days of intimation by registrars.
- II. Physical storage of enrolment forms and accompanying documents within 15 days of receipt from registrars.
- III. Physical delivery of certified copies of the records to the concerned authority, duly authorized by UIDAI should be completed within 7 days.
- IV. Electronic delivery of certified copies of the records to the concerned authority, duly authorized by UIDAI should be completed by next working day after placing request.

#### 4. Audit

- I. There should be computerized facility to track record while it is away from the normal storage area. Movement of records should adhere to the policy defined by UIDAI.
- II. There should be periodic internal/external audits to ensure that all processes( Like Physical storage , scanning , electronic storage etc. ) are performed as per policy defined by UIDAI.
- III. There should also be facility for third part audit.
- IV. Periodic audit should also be done to avoid unauthorized movement of records. The system will maintain an audit trail of all relevant events and actions performed by the selected bidder, including
- V. Documents or records added per day/week/fortnight/month.
- VI. Documents or records edited/updated/deleted per day/week/fortnight/month.
- VII. Failed Transactions or unauthorised access or disapproved records on the basis of quality, etc
- VIII. Tracking the physical movement of the documents collected for digital storage from the source to the final destination point.

The above will be applicable to both digital as well as physical records.

Based on these audit trails, the system is expected to provide extensive options to retrieve statistics and generate charts and reports such as:

- I. How many records would be added to a specific menu sections, folders, Sub-folders, etc within the defined classification of records per day/week/fortnight/month.
- II. Status of the physical documents collected from different sources to the allocated destination for the digitization as well as storage of the physical as well as electronic records.
- III. Status of the various requests from the authorised channels for the retrieval of records on weekly/fortnightly/monthly basis.
- IV. Status of the updation/editions to any of the records in the database.

The system will prevent audit trail records from being modified or deleted by any person and users will have full access to their own audit trail. It will be clearly communicated to all administrative users who have access to the audit trails, under which circumstances these trails are viewed and used. Access to an audit trail will require approval and password authentication by a senior management personnel from UIDAI. The database tables which contain the audit trails need to be encrypted so the direct retrieval of audit trail data from the database outside of the Solution system is not possible.

#### 5. Information Security Management:

The vendor is expected to explore solutions for securing and safeguarding physical documents, data & information stored in the various repository databases against threats, the capability of automatic archiving, retaining or retiring information based on document aging and the ability to manage sensitive and confidential documents. Apart from that, the Aadhaar DMS should be firewall protected. Third party Security Audits will be done periodically.

## Section IV

### CONDITIONS OF THE CONTRACT

#### 1. Definitions

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

- a. **“The Contract”** means the agreement entered into between the Tendering Authority and the agency , as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b. **“Bidder”** means any bidder that is participating in the tender process.
- c. **“Agency”** means any agency that is a successful Bidder and to whom the contract will be awarded.
- d. **“Contract Price”** means the price payable to the agency under the Contract for the full and proper performance of its contractual obligations.

#### 2. Application

These Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

#### 3. Use of Contract Documents and Information

- a. The agency shall not, without the Tendering Authority’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Tendering Authority in connection therewith, to any person other than a person employed by the agency in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- b. Any document, other than the Contract itself, shall remain the property of the Tendering Authority and shall be returned (in all copies) to the Tendering Authority on completion of the agency’s performance under the Contract if so required by the Tendering Authority.
- c. The agency shall permit the Tendering Authority to inspect the agency’s accounts and records relating to the performance of the agency and to have them audited.

4. The agency will arrange for all the travel for their deployed staff to any of the UIDAI locations related to this project. The travel may be required to visit other UIDAI

office locations in India (Bangalore, Hyderabad, Chandigarh, Lucknow, Ranchi, Guwahati, Mumbai, etc)

#### 5. Patent Rights

The agency shall indemnify the Tendering Authority against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Supplied Solution or any part thereof in India.

#### 6. Change Orders

The Tendering Authority may at any time, by written order given to the agency, make changes within the general scope of the Contract in any one or more of the following:

- The place of delivery; and/or
- The Services to be provided by the agency.
- The Quality of the overall operations process.

If any such change causes an increase or decrease in the cost of, or the time required for, the agency's performance of any provisions under the Contract, an equitable adjustments shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the agency for adjustment under this clause must be asserted within thirty (30) days from the date of the agency's receipt of the Tendering Authority's change order.

7. Before termination of contract period, the selected bidder will hand over Physical documents , electronic documents along with associated assets to the UIDAI. Handover should be smooth without any service interruption.

8. In future UIDAI may like to shift electronic storage devices and Application servers at their own data centres to be managed by Managed Service Provider. The selected bidder will have to coordinate for smooth transition without any operational failure.

#### 9. Delays in the Bidder's performance

- a. Performance or the Contract shall be made by the Bidder in accordance with the time schedule specified by UIDAI as indicated in tender document.
- b. An unexcused delay by the Bidder in the performance of its contract obligations shall render the Bidder liable to any or all of the following sanctions:
  - i) Forfeiture of its performance security;
  - ii) imposition of liquidated damages; and/or
  - iii) termination of the Contract for default.
- c. If at any time during performance of the Contract, the Bidder or its should encounter conditions impeding timely completion of the services under the contract and performance of services, the Bidder shall promptly



notify UIDAI in writing of the fact of the delay, it's likely duration and its causes.

- d. As soon as practicable, after receipt of the Bidder's notice, UIDAI shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

#### 10. Liquidated Damages

In the event of failure of the agency to secure acceptance of the Services/solution by UIDAI, within ninety (90) days after implementation, UIDAI reserves the option to recover from the agency as liquidated damages and not by way of penalty for the period after the said ninety (90) days, until acceptance a sum equivalent to two percent (2%) of the contract value for each month of the failure of agency up to a maximum deduction of Ten (10) percent, to secure acceptance or part thereof, without prejudice to UIDAI's other remedies under the Contract.

#### 11. Penalty Clause

If the agency is not executing the contract to the satisfaction of the tendering authority then he may invoke any or all of the following clauses.

- i. Forfeit the performance Guarantee Amount or
- ii. Terminate the contract without giving any notice.

#### 12. Termination for Default

The Tendering Authority may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Agency, terminate the Contract in whole or part:

- i. If the agency fails to deliver any or all of the Solution/services within the period(s) specified in the Contract.
- ii. If the agency fails to perform as per the performance standards.
- iii. If the agency, in the judgment of The Tendering Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

#### 13. Force Majeure

- a. For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the Agency's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchase either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- b. If a force Majeure situation arises, the Agency shall promptly notify the Tendering Authority in writing of such conditions and the cause

thereof. Unless otherwise directed by the Tendering Authority in writing, the Agency shall continue to perform its obligations under the Contract as far as it reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

#### 14. Termination for Insolvency

The Tendering Authority may at any time terminate the Contract by giving written notice to the Agency. If the Agency becomes bankrupt or otherwise insolvent, in this event, termination will be without compensation to the agency, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Tendering Authority.

#### 15. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Delhi courts only.

#### 16. Taxes and Duties

The rates quoted shall be in Indian Rupees and shall be inclusive of all taxes, duties as applicable up to the completion of job. Any increase in the rates will not be allowed.

#### 17. Binding Clause

All decisions taken by The Tendering Authority regarding the processing of this tender and award of contract shall be final and binding on all concerned parties.

#### 18. Agency's Integrity

The Agency is responsible for and obliged to conduct all contracted activities as defined in the scope of work in accordance with the Contract.

#### 19. Agency's Obligations

- a. The Agency is obliged to work closely with the Tendering Authority's staff, act within its own authority and abide by directives issued by the Tendering Authority.
- b. The Agency will abide by the job safety measures prevalent in India and will free the Tendering Authority from all demands or responsibilities arising from accidents or loss of life the cause of which is the Agency's negligence. The Agency will pay all indemnities arising from such incidents and will not hold the Tendering Authority responsible or obligated.
- c. The Agency is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanor.
- d. The Agency will treat as confidential all data and information about The Tendering Authority, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Tendering Authority.

20. The Intellectual Property Right (IPR) of the source code and documentation and design will be with the Tendering Authority. The agency will have to submit source code and required documentation to the Tendering Authority after completion of contract period. Tendering Authority will have full right over the source code and the agency will not possess any rights. All Intellectual Property Rights (IPR) with respect to any or all records to be stored will belong to the UIDAI.
21. The Tendering Authority, reserves the right :  
To verify, modify, revise, amend or change any of the terms and conditions mentioned above or to reject any or all the tender/s without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason.
22. Notwithstanding anything to the contrary contained in the conditions of the contract, in no event will the agency be liable to the Tendering Authority, whether a claim be in tort, contract or otherwise; for any amount in excess of 100% of the total fees payable under the Project.
23. In case of any ambiguity in the interpretation of any of the clauses in Tender Document or the Contract Document, the Tendering Authority's interpretation of the clauses shall be final and binding on all parties.
24. Conditional tenders shall be summarily rejected.
25. The Tendering Authority is free to phase out the work if it feels it is necessary.

## **SECTION-V**

### **BID FORMATS**

#### **Form 1 - Bid Proposal Sheet**

Bidders Proposal Reference No. and Date :

Bidders Name and Address :

Person to be contacted :

Designation :

Telephone No(s) :

Telex No. :

Fax No. :

Subject : Proposal for Document Management System

Sir,

1. We, the undersigned Bidders, having read and examined in detail the Specifications and all the bidding documents in respect of Design, Development, maintenance and support for Aadhaar Document Management System as specified in the Bidding documents No. \_< \_\_\_\_\_>.
2. **PRICE AND VALIDITY**  
All the prices mentioned in our proposal are in accordance with the terms as specified in bidding documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the date of opening of the Bids.  
We are an Indian firm and do hereby confirm that our Bid prices include all taxes including Income Tax and Professional Tax.  
We have studied the Clause relating to Service Tax and hereby declare that if any Income Tax, Surcharge on Income Tax, Professional Tax and other Corporate Tax is altered under law, we shall pay the same.
3. **Unit Rates**  
We have indicated in the relevant schedules enclosed the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to/decrease from the Scope of Work under the contract.
4. **EMD**  
We have enclosed a Demand Draft in favour of **“PAO, UIDAI, New Delhi” and payable at New Delhi**, Rs **5,000,000/-**). This **EMD** is liable to be forfeited in accordance with the provisions of Bid documents.  
We declare that all the Services/Works shall be performed strictly in accordance with the Scope of Work.

5. **Bid Pricing**

We further declare that the prices stated in our proposal are in accordance with your Instructions to Bidders included in Bidding documents.

6. **Bid Price**

We declare that our bid prices are for the entire scope of the work as specified in the technical specification and bid documents. These prices are indicated as per format mentioned in Form-8, Section V; attached with our proposal as part of the Commercial Bid.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.

Thanking you,

Yours faithfully,

(Signature)

Printed Name and Designation

Seal

Date:

Place :

Business Address :



AADHAAR



**Form 2 - Bidder's Authorization Certificate**

To,

The ADG,  
UIDAI, New Delhi

<Bidder's Name> \_\_\_\_\_, <Designation>  
\_\_\_\_\_ is hereby authorised to sign relevant documents  
on behalf of the company in dealing with Tender of reference <Tender No. & Date>  
\_\_\_\_\_. He is also authorised to attend meetings &  
submit technical & commercial information as may be required by you in the  
course of processing above said tender.

Thanking you,

Authorised Signatory.

\_\_\_\_\_

<Company Name>

Seal

### Form 3 - Work Experience Certificate

**Name of the firm :** \_\_\_\_\_

**Period : From - \_\_\_\_\_ to - \_\_\_\_\_**

Order No. & Date	Order Placed by (full contact address of such agencies)	Solution provided (Agency)	Value of order in Rupees	Date of completion		Remarks indicating reasons for delay , if any	Other Remarks
				As per contract	Actual		

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

Place : \_\_\_\_\_

Signature of the bidder : \_\_\_\_\_

**NOTE: Please provide copies of valid Work Order or Certificate of Completion (for completed projects) from authorized client officials.**



**Form 4 - Self Declaration**

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

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

To,  
The ADG,  
UIDAI, New Delhi

In response to the tender No. \_\_\_\_\_ dated \_\_\_\_\_  
of Ref. \_\_\_\_\_ as a owner/partner/Director of  
\_\_\_\_\_ I / We hereby declare that our Agency  
\_\_\_\_\_ is having unblemished past record and was not declared ineligible  
for corrupt & fraudulent practices either indefinitely or for a particular period of time.

**Name of the Bidder:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Seal of the Company:** \_\_\_\_\_





## **Form 5 - Certificate of Conformity**

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

To,  
The ADG,  
UIDAI, New Delhi

### **CERTIFICATE**

This is to certify that, the service for system analysis and design, development, implementation, maintenance and Support of Aadhaar Document Management System which I shall provide, if I am awarded with the work, are in conformity with the Scope of Work in the Tender document.

I also certify that the price I have quoted per unit cost basis is inclusive of all the cost factors involved in the execution of the project, to meet the desired standards set out in the Conditions of the contract.

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

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

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



**Form 6 - Financial Details as per Audited Accounts**

Years	FY 2007-08		FY 2008-09		FY 2009-10		Average Turnover	
	Total	From relevant services	Total	From relevant services	Total	From relevant services	Total	From relevant services
Particulars								
Turnover (Rs.'000)								
Profit (Rs.'000)								



## Form 8 - Commercial Bid Format

### **Part-1: Price Schedule for the proposed Aadhaar DMS:**

The bidder should quote prices as per following schedule.

S.No	Name of Item	Price ₹
1.	Cost of collection, transportation and storage of physical document , conversion of physical document into electronic document , storage of electronic document , destruction of physical /electronic document after prescribed preservation period per page.	
2.	Cost of Preservation of physical and electronic document per page per year.	
<b>Total</b>		

\* Normally for each resident, there will be three A-4 size papers( enrolment form , proof of identity and proof of address) .

### **Part—2: Retrieval of Physical/electronic documents.**

S.No.	Name of Item	Price ₹
1.	Cost of retrieval of physical document and sending original/attested copies to the recipient authorized by UIDAI including courier charges per request.	
2.	Cost of retrieval of electronic document and sending copies to the recipient authorized by UIDAI by e mail or other electronic methods including downloading from portal per request.	
<b>Total</b>		

\*\*Price quoted should be exclusive of service tax.

\*\*\*Tentative enrolment targets for UIDAI.

Year	Expected UID enrolments in crores( cumulative)
2010-11	5
2011-12	20
2012-13	30
2013-14	45
2014-15	60



**Form 9 – Performance Guarantee Bond Proforma**

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

Date \_\_\_\_\_

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

To,  
The ADG, UIDAI  
New Delhi

Against Contract vide Advance Acceptance of the Tender No. \_\_\_\_\_ Dated \_\_\_\_\_ of UIDAI covering the services for Aadhaar Document Management System to be implemented in the said locations (Hereinafter called " The Said Contract") entered into between UIDAI and the \_\_\_\_\_ (Hereinafter called the "The Bidder"), this is to certify that at the request of the Bidder we \_\_\_\_\_ Bank \_\_\_\_\_ are holding in trust in favour of the client, the amount \_\_\_\_\_ (write the sum here in words) to indemnify and keep indemnified UIDAI against any loss or damage that may be caused to or suffered by UIDAI by reason of the said Contract and / or in the performance thereof. We agree that the decision of UIDAI, whether any breach of any of the terms and conditions of the said contract and / or in the performance thereof has been committed by the Bidder and the amount of loss or damage that has been caused or suffered by UIDAI shall be final and binding on us and the amount of the said loss or damage shall be paid by us forthwith on demand and without demur to UIDAI.

We \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that could be taken for satisfactory performance and fulfillment in all respects of the said Contract by the Bidder i.e. till \_\_\_\_\_ (viz. The date upto 24 months after the date of closure of the contract) hereinafter called the said date and that if any claim accrues or arises against us \_\_\_\_\_ Bank by virtue of this guarantee before the said date, the same shall be enforce able against us \_\_\_\_\_ Bank notwithstanding the fact that the



same is enforced within six months after the said date, provided that the notice of any such claim has been given to us \_\_\_\_\_ Bank by the purchaser before the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from UIDAI.

It is fully understood that this guarantee is effective from the date of the said Contract and that we \_\_\_\_\_ Bank undertake not to revoke this guarantee during its currency without the consent in writing of UIDAI.

We undertake to pay UIDAI any money so demanded notwithstanding any dispute or disputes raised by the Bidder in any suit or proceedings pending before any Court or Tribunal relation thereto our liability under this present bond being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We \_\_\_\_\_ Bank further agree that UIDAI shall have the fullest liberty, without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by UIDAI against the said Bidder and to forebear or enforce any of the terms and conditions relating to the said Contract and we, \_\_\_\_\_ Bank shall not be released from our liability under these guarantee by reason of any such variations or extension being granted to the said forbearance and / or omission on the part of UIDAI or any other matter or thing whatsoever, which under the law relating to sureties, would but for this provisions have the effect of so releasing us from our liability under this guarantee.

The guarantee is for an amount of Rs. \_\_\_\_\_ (In figures Rs. \_\_\_\_\_ ).



This guarantee shall not be discharged due to the change in the constitution of the Bank or the Bidder.

**DATE: -**

**PLACE:**

**WITNESS: -**

**SIGNATURE: -**

**PRINTED NAME:**

.....(BANK'S COMMON SEAL)



### **SERVICE LEVEL REQUIREMENTS**

<b>SNo</b>	<b>Service Type</b>	<b>Stipulated time.</b>	<b>Penalty</b>
<b>1</b>	Collection of Enrolment forms and accompanying documents from the registrar after intimation for collection is issued by registrar by e mail, Telephone or post.	7 days.	A penalty of 0.25% of the cost shall be charged per day of delay on pro rata basis.
<b>2</b>	Proper physical storage of Aadhar enrolment forms and accompanying documents after receipt by selected bidder.	15 days.	A penalty of 0.25% of the cost shall be charged per day of delay on pro rata basis.
<b>3</b>	Conversion of Physical records into electronic/Digital format as per agreed quality standards (See Section III, Clause 2), after receipt by selected bidder.	20 days.	A penalty of 0.5% of the cost shall be charged per day of delay on pro rata basis.
<b>4</b>	Making available Original forms & documents or authenticated copies of original documents to the recipient authorized by UIDAI after placing request ( through e mail , telephone , sms or post)	Within 7 working days.	A penalty of Rs. 5 shall be charged per day of delay per request.
<b>5</b>	Making available forms & documents in electronic format to the recipient authorized by UIDAI via e mail or other online applications after placing request ( through e mail , telephone , sms or post)	Within 24 HRS of the requisition.	A penalty of Rs. 1 shall be charged per hour of delay per request.

**NOTE:**

1) It may be noted that one or more penalties may be imposed concurrently subject to maximum of 10% of contract price. Once the maximum has reached, UIDAI at its discretion may consider termination of the contract and forfeit Performance Security.