

REQUEST FOR PROPOSALS
FOR
‘Augmentation of
Outbound SMS Capability
At UIDAI’

No. D-111031/12/Outbound SMS Infra/2012-Admin

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

31st December, 2012

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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 “*Augmentation of Outbound SMS Capability*”.
2. The Request for Proposal 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 Contract
 - Section V. Annexures
3. The response to the RFP should to be submitted on or before the date specified in the schedule for RFP 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 Contract, without assigning any reasons.
5. This “Invitation to Bid” is non-transferable under any circumstances.
6. Schedule for RFP:

Sl. No.	Activity	Date
1.	Date of issue of the RFP	31/12/2012
2.	Last date for submission of written Queries	28/01/2013
3.	Pre-Bid conference (11.30 hrs.)	14/01/2013
4.	Date for issue of clarifications	18/01/2013
5.	Last date for submission of bids (15.00 hrs.)	28/01/2013
6.	Opening of pre-qualification sheets (15.30 hrs.)	28/01/2013
7.	Technical Evaluation Starts	29/01/2013
8.	Declaration of Final result of Technical Evaluation (15:00 hrs.)	19/02/2013
9.	Opening of Financial offers (15.30 hrs.)	20/02/2013
10.	Submission of applications for Matching Discovered Rate Starts <i>(after completion of stage 8 above)</i>	26/02/2013
11.	Submission of applications for Matching Discovered Rate Ends (15.00 hrs.)	28/02/2013
12.	Date of declaration of Bid Matching result (15.30 hrs.)	04/03/2013

7. Address for Communication:

Assistant Director General (Admin II)
Unique Identification Authority of India
2nd Floor, Tower – I, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110 001

8. Financial Bid and supporting documents in sealed envelopes, EMD and Tender Fee, as per the procedure defined in Part-V of Section-II must be submitted not later than the date and time specified in Schedule for RFP.

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 in an easy, 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, the 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. In order to provide residents of India with a real-time status update of their Aadhaar enrolment, demographic data update, letter dispatch, authentication and other services by means of SMS notifications, it is envisaged that **'Three Service Providers'** will be selected for provisioning SMSC infrastructure for leverage by UIDAI. The bidders are required to quote the prices for providing the services only. For scope of services refer to Section-III of RFP.

PART-III: GLOSSARY AND ACRONYMS:

A. Glossary of Terms

1. **AADHAAR** – Unique Identification number (UID) issued to an individual 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 facial image, iris scan and fingerprints collected by the Registrar from the enrollees based on the standards prescribed by the UIDAI and by following the process laid down for the purpose.
6. **De-duplication** – The process of using the Demographic and Biometric data collected from an enrollee to check against existing Aadhaar data so as to avoid duplicate enrolments.
7. **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. **SoW**- Scope of Work
9. **UID** – Unique Identification Number.
10. **SLA** - Service Level Agreement
11. **KPI** - Key Performance Indicators

INSTRUCTION TO BIDDERS

PART-I: GENERAL:

Definitions	<p>(a) “Purchaser” means the Unique Identification Authority of India (UIDAI) with which the selected Bidder signs the Contract for the Services.</p> <p>(b) “Bidder” means any entity that may provide or provides the Services to the Purchaser under the Contract.</p> <p>(c) “Service Provider” means the Bidder/s that has been selected by the Purchaser for execution of the service.</p> <p>(d) “Bid” means the Financial Proposal consisting of documents as stipulated in this RFP.</p> <p>(e) “Instructions to Bidders” (Section II of the RFP) 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” (SoW) means the Section III of the RFP which explains the objectives, scope of work, 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) “Standard Contract” means the Annexure-IV of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Service Provider.</p> <p>(h) “Confidential Information” means any information disclosed to or by any Party to this Contract 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 Contract that:</p> <p style="padding-left: 40px;">(i) is by its nature confidential or by the circumstances in which it is disclosed confidential and/or</p> <p style="padding-left: 40px;">(ii) is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;</p> <p style="padding-left: 40px;">but does not include information which is or becomes public knowledge other than by a breach of this Contract.</p> <p>(i) “Sub-Contractor” means any person or persons or firm/company or their legal representatives, successors, assignees to which part of contract has been sub-letted by the successful bidder after necessary consent of UIDAI.</p>
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	(j) "Site" means the facilities approved by UIDAI for the purposes of the Contract wherein the operations/services as specified in the 'Scope of Work' are to be provided/carried out.
1. General	<p>1.1 All the provisions listed out in the Request for Proposal (RFP) issued by the UIDAI shall be binding upon the participating bidders of this RFP.</p> <p>1.2 The UIDAI will select Service providers, 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 RFP.</p> <p>1.4 The date, time and address for submission of the bid have been given in the Schedule for RFP at Part-1 of Section -1 of RFP.</p> <p>1.5 Interested Bidders are invited to submit the documents for Pre-Qualification, Technical Bid and Financial Bid, strictly as per Part V of Section II -"Bid Preparation and document Checklist".</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 award of Contract, without thereby incurring any liability to the Bidders.</p>
Only one Bid	1.7 A Bidder shall submit only one Financial 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 Contract	<p>1.10 The tenure of the Contract shall be as specified in 'Data Sheet' at Part-II of Section-II and in SCC.</p> <p>1.11 Extension of the contract: The contract may be extended as specified in 'Data Sheet' at Part -II of Section-II.</p> <p>1.12 Termination of the contract: Notwithstanding the allocation of the volume of work during the Contract period and/or tenure of Contract, the UIDAI, without prejudice or liability, reserves the right to terminate the contract.</p>
2. Clarification and Amendment of RFP Document	2.1 Bidders may request a clarification in the RFP document up to the number of days indicated in 'Schedule for RFP', before the bid submission date. Any request for clarification must be sent in writing, or by standard

	<p>electronic means 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 RFP by issuing an addendum/ corrigendum in writing or by standard electronic means. The addendum/ corrigendum shall be sent to all Bidders and will be binding on them.</p>
3. Preparation of Financial bid	<p>3.1 The preparation of the Financial Bid as well as all related correspondence exchanged by the Bidders and the Purchaser, shall be in English</p> <p>3.2 The Financial Bid shall be prepared using the attached Standard Forms (Annexure-I and Annexure-II). It shall include all costs associated with the Service/Assignment. The financial bid shall not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.</p>
Taxes	<p>3.3 The Bidder may be subject to taxes, such as, but not limited to VAT, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. Bidders shall include all such taxes in quoted cost in the financial bid.</p> <p>3.4 Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs.00.00)</p>
4. Earnest Money Deposit (EMD)	<p>4.1 Earnest Money Deposit:</p> <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. EMD in the form of Bank Guarantee will also be accepted. The Bank guarantee may be addressed to the 'Assistant Director General' Unique Identification Authority of India, 2nd Floor, Tower-1, Jeevan Bharati Building, New Delhi-110001. The Bank Guarantee should be valid for minimum 90 days.</p> <p>III. Bid not accompanied by EMD shall be rejected as non-responsive.</p> <p>IV. No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit.</p>
4.2 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</p>

	<p>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 'Service Provider chose to withdraw the Bid before the finalization process.</p>
5. Tender Fees	<p>The RFP is available to be downloaded online, free of cost. However at the time of submission of RFP, bidders are required to pay the amount as specified in the 'Data Sheet' towards Bid Fees in the form of Demand Draft drawn in favor of "PAO, UIDAI, New Delhi" payable at New Delhi. This RFP Fees should be clearly marked "Bid Fee" and included along with the Application in a separate cover. The fee thus submitted is Non-Refundable.</p>
6. Performance Bank Guarantee	<p>The selected Bidders shall be required to furnish a Performance Bank Guarantee equivalent to 10% of the assessed annual project value of the contract, in proportion to the volume of the work, 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 contract with additional 90 days claim period. The Bank Guarantee must be submitted after award of contract but before signing of contract. The successful bidder has to renew the Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any. 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 contract. On submission of this Performance Bank Guarantee and after signing of the contract, the demand draft/bank guarantee submitted towards EMD would be returned in original.</p> <p>In case there is substantial increase in the volume of work from the initial assigned volume of work, UIDAI reserves the right to ask the Service Provider to furnish additional Performance Bank Guarantee proportional to the increase.</p>
7. Performance Bank Guarantee by Reserve Service Provider	<p>In case, UIDAI issues a 'Letter of Intent' to any 'Reserve Service Provider', the method and manner of furnishing the Performance Bank Guarantee will be same as in Clause 6 above.</p>
8. Submission, Receipt, and Opening of Bids	<p>8.1 The original Financial 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</p>

	<p>initial/sign all pages of the original Financial Bid. The authorization shall be in the form of a written power of attorney accompanying the Financial Bid or in any other form demonstrating that the representative has been duly authorized to sign. The envelope containing the signed Financial Bid shall be marked "ORIGINAL FINANCIAL 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. If the Financial Bid is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Bid non-responsive.</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 RFP 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 RFP process and reject all such bids at any time prior to award of contract, 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>10.1 Financial bids shall be opened publicly on the date & time specified in the Schedule, in the presence of the Bidders' representatives who choose to attend.</p> <p>10.2 The Purchaser reserves the right to correct any computational errors.</p> <p>10.3 Award of contract and distribution of volumes among the qualified bidders will be done as per the process defined in Part-IV of Section-II.</p>
<p>11. Dis-qualification</p>	<p>Purchaser may at its sole discretion and at any time</p>

	<p>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 contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years; (iv) Submitted an application that is not accompanied by required documentation or is non-responsive; (v) Failed to provide clarifications related thereto, when sought; (vi) Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member; (vii) Was declared ineligible/blacklisted by the Government of India/State/UT Government; (viii) Is in litigation with any Government in India;
<p>12. Award of Contract</p>	<p>12.1 The Purchaser shall issue a 'Letter of Intent' to the selected Bidders after mutual acceptance of the Work Plan.</p> <p>12.2 The Bidders will sign the contract as per the standard form of Contract in Annexure IV within 7 days of issuance of the letter of intent.</p> <p>12.3 The Bidders are expected to commence the assignment within 21 days of signing the Contract. In case the winning Bidder fails to start the assigned work within 21 days of signing of Contract, then the Purchaser may cancel the award of work to the lowest bidder and negotiate with the next lowest bidder, as the case may be, for award of work.</p>
<p>13. Termination of Contract</p>	<p>Notwithstanding the duration of the contract the termination of the Contract is subject to the conditions as stipulated in Para 2 of General Conditions of Contract.</p>

PART-II: DATA SHEET:

Paragraph Reference	Details
1.8	Bids must remain valid for 120 days after the submission date.
1.10	Tenure of Contract: The contract shall be in force for three years subject to adherence to time lines/time frame and as per the terms and conditions of RFP.
1.11	Extension of Contract: The contract may be extended by a period of one year or a part thereof, subject to satisfactory performance.
2.1	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-VIII: min2@uidai.gov.in Clarifications will be given on the UIDAI website only). Address is www.uidai.gov.in
4.1 (I)	Amount of EMD is Rs. 50,00,000 /- (Rs. Fifty Lakhs Only)
5.	Registration Fee is Rs. 5,000 /- (Five thousand only)
6.	Performance Bank Guarantee will be 10% of the assessed annual value of the contract.

PART-III: ELIGIBILITY CRITERIA:**TABLE 1. CRITERIA FOR PRE-QUALIFICATION:**

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	

Sl. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
1	Company registered in India under the Companies Act 1956	Certificate of Incorporation/ Registration		
2	Average overall annual turnover of at least Rs.25.00 crore (Rupees Twenty Five crores only) from the SMS Services within India only, during the previous three financial years (2009-2010, 2010-2011 & 2011-2012)	Audited/ Certified financial statements & annual report for 2009-2010, 2010-2011 & 2011-2012. In case revenue from SMS Services operations is not mentioned explicitly, a certificate from the statutory auditors of the company qualifying the revenue.		
3	Should not have defaulted on any bank/institutions' loans in the past	Certificate from statutory auditor		

Sl. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
4	Should not have defaulted in payment of statutory dues or liabilities	Certificate from statutory auditor		
5	Should have filed income tax returns for the three financial years (2009-2010, 2010-2011 & 2011-2012).	Copy of the IT returns for 2009-2010, 2010-2011 & 2011-2012, duly acknowledged by Income-Tax department		
6	Should not have been blacklisted by any government agency/department at any point of time.	Certificate from statutory auditor		
7	Should have at least one large client from Central/State/UT governments/large banks. * Large clients can be assumed as entities with requirement of at least 10 Crore outbound SMSes per month	Documentary evidence of the same and copies of supply orders along with satisfactory contract / order execution report(s) issued by the concerned organization		
8	Should be currently delivering at least 5 Crore SMSes per month for at least one of the clients for last 2 years	Same as above		
9	Should have necessary licenses/ authorizations in-effect for procurement, installation and customization of SMSC services	Copies of related authorizations/ licenses		
10	Information security audit was conducted in last 3 months by a qualified auditor	Copies of last two audit reports		

Sl. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
11	Annual Reports for the last three Financial Years			

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 parts:

1.1 Preliminary Scrutiny: Each proposal will be scrutinized by a Screening 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 prima facie 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:

(a) All qualified bidders shall conduct 30 min Product Walkthrough by means of a presentation to a panel of officers from UIDAI on their service offering. The presentation should be structured using the points indicated in Annexure III, Part I, Sec V so that the mentioned points are expressed with sufficient detail.

Two copies of Presentation (properly marked two CDs) will have to be submitted at the time of submission of bid. During Product Walkthrough bidders will be evaluated on a total of 50 marks

(b) A maximum of another 50 marks shall be awarded against the evaluation of documentary evidences submitted in support of each item mentioned in Annexure III, Part II, Sec V.

(c) Total Technical Score (TS)

TS = Product Walkthrough Score (a) + Documents evaluation score (b)

(d) In order to qualify as defined hereunder as ‘Technically Qualified Bidder’ (TQB), the bidders should have scored a minimum of 70% marks in each section (a) and (b). Bidders scoring 70% or above in each section will be declared “Technically Qualified Bidders”.

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

2.1 The Financial Bids of only the ‘Technically Qualified Bidders’ will be opened.

2.2 It is envisaged to engage **3 (Three)** ‘Service Providers’ for the outbound SMS services.

2.3 The volume of the work will be divided as under:

1	L1 (Discovered Rate)	50%
2	Matching L2 with L1	25%
3	Matching L3 with L1	25%

- 2.3(A) In case, any of the service provider (L1 or matching L2 and matching L3) is not able to meet the requirements as per RFP, UIDAI reserves the right to re-allocate the volume of work between these two selected service providers, as per their capability and capacity, for a limited period or on permanent basis.
- 2.4 Bids received will be arranged from Lowest Cost (L1) to highest cost.
- 2.5 The lowest rate L1, received from a qualified bidder will be treated as the **“Discovered Rate”**.
- 2.6 Once the L1 bidder is identified, the bidder at L2 will be given first rights to match the L1 rate in order to receive an order for carrying out the services.
- 2.7 In case, L2 is unable to match the rate quoted by L1, the option shall be passed to L3, this process will be repeated moving from L3 to L4 and so on, until more successful bidders emerge, offering the service at the discovered rate. Same selection process will be adopted for identifying L3 bidder.
- 2.8 In the interest of time, the bidders from L2 to the highest will be asked to match the Discovered Rate simultaneously, as per Annexure V or express inability to do so as per Annexure VI, as per dates indicated in the Para II of Section II of this RFP.
- 2.9 In cases of a tie:
- (A) In case of a tie between 2 bidders at L1 level (Discovered Rate) the bidder with a higher technical score will be treated as L1
 - (B) In case of a tie among 3 or more bidders at L1 level (Discovered Rate), only two bidders with higher technical score will be treated as L1 and L2. The volume will be allocated as per para 2.9 (A) above.
 - (C) In case of a tie between 2 qualifying bidders at L2 level, the bidder with higher technical score will be treated as L2.
- 2.10 The UIDAI reserves the right to call for a second bid process to select a total of three Service Providers for execution of the project.

PART-V: BID PREPARATION AND DOCUMENTS CHECKLIST:**1. FINANCIAL BID FORMS**

The bidder shall quote the **Cost of Each Outbound Priority SMS, Cost of Each Outbound Non-Priority SMS and Projected Total Cost per month** in the format per Annexure II for providing services as per the Scope of Work given in Section III which shall include all the statutory taxes, levies, duties etc. The cost quoted shall also be inclusive of all costs for providing necessary infrastructure and additional services specified in the 'Scope of Work'. The cost quoted shall be inclusive of all incidental expenses. The 'Cost' should also be inclusive of all taxes, such as, but not limited to, VAT, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract.

2. FINANCIAL BID COVERING LETTER

The Bidders shall submit the Financial Bid Covering Letter as given in Annexure I.

3. FINANCIAL BID FORM

The Bidders shall submit the Financial Bid Form as given in Annexure-II along with covering letter as specified in Annexure-I. Financial Bids which are not submitted as per the Financial Bid Forms shall be summarily rejected. Any conditional bids shall also be summarily rejected during the evaluation of the financial bids.

CHECKLIST

I. No.	Category	Detailed description	Compliance (Yes/No)
1.	Pre-Qualification Criteria	One SEPARATE sealed envelope, clearly marked " PRE-QUALIFICATION " containing the following: - List as per Table -1 of Part-III. Supporting Documents as per Table -1 of Part-III. Envelope containing the EMD.	
2.	Technical Evaluation Criteria	One SEPARATE sealed envelope, clearly marked "TECHNICAL EVALUATION" containing the following: - List as per Annexure III, Part 1, Sec 5 Supporting Documents, properly indexed and tagged, as per Annexure III, Part II, Sec 5.	

I. No.	Category	Detailed description	Compliance (Yes/No)
		Two properly marked CDs containing the information, as per the Technical Evaluation parameters.	
3.	Commercial Bid	One SEPARATE sealed envelope, clearly marked "COMMERCIAL BID" containing the commercial bid filled out in the formats as specified in Annexure- I & II of Section-V.	
4.	ORIGINAL and COPY envelopes	All of the envelopes specified in line items 1, 2 and 3 needs to be placed in one larger sealed envelope. Two such large envelopes each containing line items 1, 2 and 3 needs to be prepared. One marked as " <i>ORIGINAL - Bid for Augmentation of Outbound SMS Capability at UIDAI</i> " and other marked as " <i>COPY - Bid for Augmentation of Outbound SMS Capability at UIDAI</i> ".	
5.	One Single Envelope	<p>The two envelopes as specified in line item 4 needs to be put into one larger sealed envelope and marked as "<i>Bid for Augmentation of Outbound SMS Capability at UIDAI</i>".</p> <p>This envelope shall also contain the fee for Bid.</p> <p>This is the final form of the tender document that will be submitted at the address specified in Section-I.</p>	

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, DELIVERABLES AND SLAs

PART-I: Description of Services:

With increasing use of Aadhaar identity platform in service delivery, need to augment the existing outbound SMS facility by adding new infrastructure. UIDAI aims to achieve this objective by hiring services **3 SMSC Service Providers** who can pool-in their SMSC (SMS Center) infrastructure to help achieve higher scalability, reliability and redundancy in the system for 100% and on-time delivery of SMSes for a period of **3 years from the date of signing of contract extendable by another 2 years based on the performance.**

Outbound SMSes here refer to only outbound informational and transactional SMSes including OTPs (*Refer the table below for list of proposed services that will be enabled however more services will be added in future*). The count of outbound SMSes is only indicative and based on current situation only. It can be assumed that in the second year of operation and beyond from date of commencement, volume of outbound SMSes will rise to more than **8 Crores per month** however this is only a projection.

Volume Projection of Outbound SMS Traffic per Month

(* More services will be added in future)

Service Name	Year 1		Year 2	
	Priority	Non-Priority	Priority	Non-Priority
OTP based Authentication	10,50,000		52,50,000	
Aadhaar Generation Notification		2,10,00,000		2,10,00,000
SFTP Booking	3,00,000		4,50,000	
E-Aadhaar	6,00,000		10,00,000	
SSUP	25,000	75,000	42,000	25,00,000
Aadhaar letter dispatch		1,75,00,000		2,10,00,000
Auth success/ failure notification		2,10,00,000		3,00,00,000
Total	19,75,000	5,95,75,000	67,42,000	7,45,00,000

Assumptions	<ol style="list-style-type: none"> 1. 70% of people enrolled for Aadhaar have provided their mobile number 2. 5% of all auths will use OTP as a factor
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1: Performance Parameters

Performance Parameter	Description
Reliability	<ul style="list-style-type: none"> • Best of the breed enterprise class infrastructure for 24X7X365 availability and guaranteed transmission of SMSes • Ability to deliver large volume of outbound SMSs to residents across all scheduled telecom operators in India • Ability to deliver SMSes to both GSM and CDMA mobile phones • Ability to send SMSes individually or in bulk
Timeliness	<ul style="list-style-type: none"> • Priority SMSes should be delivered in less than 10 seconds (priority messages should be identified by a flag in the message) • Non-priority SMSes should be delivered in less than 5 minutes (similarly non-priority messages should be identified by another flag in the message)
Accessibility and Integration	<ul style="list-style-type: none"> • SMSC will be accessible to UIDAI through secure VPN over internet or leased line connectivity with at least 2 Mbps bandwidth. Selected bidder will reassess the bandwidth requirement before establishing the connectivity between UIDAI's data centers at Bangalore & at G. Noida and its SMSC. • APIs that help transmit SMSes should be accessible to client application over HTTP/HTTPS and SMPP mandatorily among other access protocols • Uniform method of integration with all client applications with negligible customization • Delivery receipt for all submitted SMSes should be sent back to calling application at the end of the transaction for reconciliation purposes in a synchronous or asynchronous manner. Any such case of "missed" delivery receipt will be treated as undelivered SMS. • If a message fails to deliver then delivery report should clearly indicate the reason of failure • Separate channels for transmitting priority and non-priority messages should be made available • Alternative methods of communication as part of DR (Disaster Recovery) should also be provisioned in case of a failure in primary access path • UIDAI's SMS Gateway is deployed on <i>NetCore</i> solution.

Performance Parameter	Description															
Languages to be supported	<table border="1" data-bbox="521 283 1365 445"> <tr> <td data-bbox="521 283 732 331">English</td> <td data-bbox="732 283 943 331">Kannada</td> <td data-bbox="943 283 1154 331">Tamil</td> <td data-bbox="1154 283 1365 331">Oriya</td> </tr> <tr> <td data-bbox="521 331 732 380">Hindi</td> <td data-bbox="732 331 943 380">Malayalam</td> <td data-bbox="943 331 1154 380">Gujarati</td> <td data-bbox="1154 331 1365 380">Bengali</td> </tr> <tr> <td data-bbox="521 380 732 445">Punjabi</td> <td data-bbox="732 380 943 445">Telugu</td> <td data-bbox="943 380 1154 445">Marathi</td> <td data-bbox="1154 380 1365 445">Assamese</td> </tr> </table> <p data-bbox="521 499 1386 604">*English will remain the primary and default language of all communications with residents however in future a need to send SMSes in regional languages may arise.</p>				English	Kannada	Tamil	Oriya	Hindi	Malayalam	Gujarati	Bengali	Punjabi	Telugu	Marathi	Assamese
English	Kannada	Tamil	Oriya													
Hindi	Malayalam	Gujarati	Bengali													
Punjabi	Telugu	Marathi	Assamese													
Security	<ul data-bbox="553 646 1373 1640" style="list-style-type: none"> • No SMS text should be stored at SMSC or in any other persistence media however Service Providers can store the mobile number, message template Id, time of transmission and status of delivery for invoicing purposes • Service Providers should conduct Information security audits of their infrastructure periodically, preferably every three months. • On an on-going basis, UIDAI may arrange periodic audit of SMSC infrastructure in order to ensure that mutually agreed security protocols are being adhered to • All security guidelines published by MHA/ DoT/ TRAI/ DIT/ any other government agency should be proactively implemented by the selected agency. Any change that may be needed on the client end should be formally notified to UIDAI • User credentials for exclusive use by UIDAI should be created on SMSC. Under no circumstances, UIDAI's credentials should be shared with a third party. It should also be possible to create child user Ids that can be used by individual applications. • All SMSes originating from UIDAI will be transactional and informational in nature therefore message blocking based on NDNC registry will not apply. 															
Supported Protocols	<ul data-bbox="553 1661 678 1787" style="list-style-type: none"> • HTTP • HTTPS • SMPP <p data-bbox="509 1801 1386 1885">Other supported methods and their advantages should be clearly indicated in the proposal</p>															
Analytics and Reporting	<ol data-bbox="516 1906 1386 1969" style="list-style-type: none"> 1. Facility should be provided by the service provider to view usage report in real-time and download those reports 															

Performance Parameter	Description
	<p>in *.csv/*.xls/*.pdf formats</p> <p>2. Online report should contain the following fields with filter on all displayed fields:</p> <ol style="list-style-type: none"> a. Submitted Timestamp (dd/mm/yyyy hh:mm:ss) b. Mobile Number c. Message Template d. Delivery Status (Success/Failure) e. Delivered Timestamp (dd/mm/yyyy hh:mm:ss) f. Reason (or code) for failure g. Cost h. Sender Id i. User Name <p>It should be possible to download the filtered report in *.csv/*.xlsx/*.pdf formats</p> <p>3. Access to archived data for analytics purposes should be made available upon request</p> <p>4. Service Provider should make available detailed report with the fields stated in item#2 on daily/weekly/monthly/quarterly/half yearly/annual basis as per UIDAI's requirement.</p>

Performance Parameter	Description
End-to-End Responsibility	<p>1. The service provider shall ensure high availability of the network connectivity and SMSC. All planned outages and breakdowns will be tracked at UIDAI for performance management</p> <p>2. Necessary software, licenses, equipment, database has to be procured by the service provider and cost towards procurement should be borne by the service provider</p>
Scalability	<p>If the Service Provider detects that the available infrastructure is not able to cater to stipulated volume requirements of UIDAI then it should make necessary enhancements proactively to suit requirements of UIDAI.</p> <p>There may be times when higher than normal volumes of SMSes will be transmitted. Service Provider should be able to on-demand scale up the throughput on SMSC.</p>
Throughput	<p>SMSC should be able to achieve the throughput stated in the proposal under normal conditions without buffering/ queuing. However if there is a demand for scalability then SMSC should be able to achieve extended throughput (maximum throughput stated in the proposal) without buffering/ queuing.</p> <p>At the time acceptance test of the solution, Service Provider will provide UIDAI with a performance testing report where the above mentioned requirement has been successfully achieved.</p>
Migration of Data Centers	<p>Both the existing data centers of UIDAI, at Bangalore and G. Noida, will be migrated in near term therefore bidders should factor the cost of migration in overall estimation from the standpoint of re-commissioning of the network connectivity and related configurations. If there is any other impact then the same should be factored-in and indicated in the proposal very clearly.</p>

PART-II - Service Level Agreement and Performance Management

Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Service Provider to UIDAI for the duration of this contract.

<p>SLA Requirement</p>	<ul style="list-style-type: none"> • Selected agency should always adhere to mutually agreed SLAs in order to maintain continuity and reliability of services. • Contacts of a dedicated helpdesk should be provided to UIDAI which can be reached 24X7X365 by web/phone/email • Governance structure should be published to UIDAI that contains phone number and email Ids of people performing various roles • It is to be noted that UIDAI's SMS Gateway is managed by MSP (Managed Service Provider) therefore governance structure should include appropriate interfaces with the MSP team. MSP organization structure and their Contact details will be shared at the time of signing of the contract.
<p>SLA Definition</p>	<p>Operational issues should be classified into three categories Severity 1, Severity 2 and Severity 3.</p> <p>All breakdowns causing suspension of services will be categorized as Severity 1 issues whereas issues that lead to degradation of service quality (example high response time) will be treated as Severity 2 issues. Lastly, Severity 3 category will consist of all enhancement requests due to new user requirements or due to telecom policy changes</p> <ul style="list-style-type: none"> • Severity 1 issues will require response from service provider within 15 minutes • Severity 2 issues will require response from service provider within 2 hours • Severity 3 issues will require response from service provider within 36 hours
<p>Performance Management</p>	<p>UIDAI will evaluate the performance of Service providers on the following parameters:</p> <ol style="list-style-type: none"> 1. Availability (Up-time) of SMSC and the Network connectivity 2. On-time delivery of SMSes

	<p>3. SLA fulfillment impacting 1 and 2</p> <p>Appropriate penalties, listed in following rows, will be applicable if performance of the service provider is not satisfactory on one or more parameters</p>														
<p>Penalty on low availability of service</p>	<p>In order to ensure continuity of service, it is expected that SMSC has at least 99.9% up-time, to be calculated on a quarterly basis. If availability falls below the expected level then LD as stated below will be applied on total invoice value of last quarter:</p> <p>On a quarterly basis availability will be calculated by using the formulae:</p> $((PA - UO) / (PA)) * 100\%$ <p>Where:</p> <p>PA = Planned Availability as ((13 weeks)*(7 days)*(24 hours)) hours</p> <p>UO = Unplanned Outage in hours</p> <table border="1" data-bbox="495 825 1344 1142"> <thead> <tr> <th>Level of availability calculated on quarterly basis</th> <th>Penalty Amount</th> </tr> </thead> <tbody> <tr> <td>> 99.9% to 100%</td> <td>No penalty would be deducted</td> </tr> <tr> <td>> 97.9% to <= 99.9%</td> <td>5% of amount payable</td> </tr> <tr> <td>> 95.9% to <= 97.9%</td> <td>15% of amount payable</td> </tr> <tr> <td>> 93.9% to <= 95.9%</td> <td>25% of amount payable</td> </tr> <tr> <td>> 91.9% to <= 93.9%</td> <td>40% of amount payable</td> </tr> <tr> <td>< 91.9%</td> <td>75% of amount payable</td> </tr> </tbody> </table>	Level of availability calculated on quarterly basis	Penalty Amount	> 99.9% to 100%	No penalty would be deducted	> 97.9% to <= 99.9%	5% of amount payable	> 95.9% to <= 97.9%	15% of amount payable	> 93.9% to <= 95.9%	25% of amount payable	> 91.9% to <= 93.9%	40% of amount payable	< 91.9%	75% of amount payable
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<p>Penalty on Delayed Delivery</p>	<p>It is expected that on an on-going basis 99.9% of all the SMSes submitted for transmission are delivered to residents within the stipulated duration, per the User Requirement listed in <i>Performance Parameters</i> → <i>Timeliness</i>. However, if the compliance to stipulated delivery time falls below 99.9% then UIDAI reserves the right to deduct LD from the invoice value submitted. In the following rows penalty slabs for both priority and non-priority SMSes have been defined.</p> <p>Delayed delivery metrics will be calculated based on the formulae mentioned below:</p> $1 - \sum (\text{if}((R_i - T_i) \leq B_i, 0, 1)) / N_s$, where <p>R_i is the timestamp of delivery on return receipt</p> <p>T_i is the submission timestamp recorded by NetCore</p> <p>B_i is the benchmarked delivery timeline for each type of SMS</p> <p>N_s is the total number of SMSes marked “Delivered”</p>														

<p>a) Delayed delivery of Priority SMSes</p>	<p>In the table below, penalty applicable on delayed delivery of priority SMSes is listed. This penalty will be applied on the invoice amount for priority SMSes only:</p> <table border="1" data-bbox="495 283 1339 598"> <thead> <tr> <th data-bbox="495 283 966 346">% of messages delivered within stipulated time</th> <th data-bbox="966 283 1339 346">Penalty Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="495 346 966 420">> 99.9% to 100%</td> <td data-bbox="966 346 1339 420">No penalty would be deducted</td> </tr> <tr> <td data-bbox="495 420 966 457">> 97.9% to <= 99.9%</td> <td data-bbox="966 420 1339 457">5% of amount payable</td> </tr> <tr> <td data-bbox="495 457 966 495">> 95.9% to <= 97.9%</td> <td data-bbox="966 457 1339 495">10% of amount payable</td> </tr> <tr> <td data-bbox="495 495 966 533">> 93.9% to <= 95.9%</td> <td data-bbox="966 495 1339 533">25% of amount payable</td> </tr> <tr> <td data-bbox="495 533 966 571">> 91.9% to <= 93.9%</td> <td data-bbox="966 533 1339 571">30% of amount payable</td> </tr> <tr> <td data-bbox="495 571 966 598"><91.9%</td> <td data-bbox="966 571 1339 598">50% of amount payable</td> </tr> </tbody> </table>	% of messages delivered within stipulated time	Penalty Amount	> 99.9% to 100%	No penalty would be deducted	> 97.9% to <= 99.9%	5% of amount payable	> 95.9% to <= 97.9%	10% of amount payable	> 93.9% to <= 95.9%	25% of amount payable	> 91.9% to <= 93.9%	30% of amount payable	<91.9%	50% of amount payable
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<p>b) Delayed delivery of Non -Priority SMSes</p>	<p>In the table below, penalty applicable on delayed delivery of non-priority SMSes is listed. This penalty will be applied on the invoice amount for non-priority SMSes only:</p> <table border="1" data-bbox="495 777 1339 1060"> <thead> <tr> <th data-bbox="495 777 966 840">% of messages delivered within stipulated time</th> <th data-bbox="966 777 1339 840">Penalty Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="495 840 966 913">> 99.9% to 100%</td> <td data-bbox="966 840 1339 913">No penalty would be deducted</td> </tr> <tr> <td data-bbox="495 913 966 951">> 95.9% to <= 99.9%</td> <td data-bbox="966 913 1339 951">5% of amount payable</td> </tr> <tr> <td data-bbox="495 951 966 989">> 91.9% to <= 95.9%</td> <td data-bbox="966 951 1339 989">10% of amount payable</td> </tr> <tr> <td data-bbox="495 989 966 1026">> 85.0% to <= 91.9%</td> <td data-bbox="966 989 1339 1026">20% of amount payable</td> </tr> <tr> <td data-bbox="495 1026 966 1060"><= 85%</td> <td data-bbox="966 1026 1339 1060">25% of amount payable</td> </tr> </tbody> </table>	% of messages delivered within stipulated time	Penalty Amount	> 99.9% to 100%	No penalty would be deducted	> 95.9% to <= 99.9%	5% of amount payable	> 91.9% to <= 95.9%	10% of amount payable	> 85.0% to <= 91.9%	20% of amount payable	<= 85%	25% of amount payable		
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<= 85%	25% of amount payable														

General and Special Conditions of Contract

PART-I

1. GENERAL PROVISIONS

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract 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 Contract</p> <p>(c) “Contract” means the Agreement entered into between the Purchaser and the Service Provider, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein</p> <p>(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 6, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract</p> <p>(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.</p> <p>(g) “GC” mean these General Conditions of Contract.</p> <p>(h) “Government” means the Government of India.</p> <p>(j) “Service Provider” means any private or public entity that will provide the Services to the Purchaser under the Contract. The Service Provider is the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement.</p> <p>(k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.</p> <p>(l) “Party” means the Purchaser or the Service Provider, as the case may be, and “Parties” means both of them.</p> <p>(m) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p>
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	<p>(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>(o) “Services” means the work to be performed by the Service Provide pursuant to this Contract, as described in Scope of Work at Section-III of RFP hereto.</p> <p>(p) “Bidder” means the entity bidding for the services under the Contract.</p> <p>(q) “Resident” means normal resident of India.</p> <p>(r) “UIDAI” means Unique Identification Authority of India.</p> <p>(s) “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 Contract, 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 Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
1.4 Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.5 Notices	
1.5.1	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the 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	The Services shall be performed at such locations, as the Purchaser may approve.

<p>1.7 Authorized Representatives</p>	<p>Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by the officials specified in the SC.</p>
<p>1.8 Taxes and Duties</p>	<p>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.</p>
<p>1.9 Fraud and Corruption</p>	
<p>1.9.1 Definitions</p>	<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 such contracts. 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 or in contract execution;</p> <p>(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser; 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 the execution of a contract;</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>

<p>1.9.2 Measures to be taken by the Purchaser</p>	<p>(a) The Purchaser may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;</p> <p>(b) The Purchaser may also sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.</p>
<p>1.9.3 Commissions and Fees</p>	<p>(a) Purchaser will require the successful Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.</p>
<p>1.10 Interpretation</p>	<p>In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract;</p> <p>(b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;</p> <p>(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 Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p>

	<p>(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;</p> <p>(i) in the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail.</p>
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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date, the Contract comes into effect is defined as the Effective Date.
2.2 Termination of Contract for Failure to Become Effective	
2.2 (a) Termination of Contract for Failure to Become Effective	If the selected Service Provider is unable to commence the service within the specified period, as per the scope of work of RFP, UIDAI may declare this Contract null and void and in the event of such a declaration, the Performance Bank Guarantee is liable to be forfeited by UIDAI
2.2 (b) Termination of Contract subject to necessary approvals	Notwithstanding the duration of the contract stated in GC 2.4, the UIDAI, without prejudice or liability, reserves the right to terminate the contract.
2.3 Commencement of Services	The Service Provider shall begin carrying out the Services not later than 21 days after signing of the Contract.
2.4 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period, after the Effective Date, as specified in the SC. The Contract may be extended by a period of 2 years subject to satisfactory performance of the bidder.
2.5 Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

<p>2.6 Modi- fications or Variations</p>	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>(b) In cases of substantial modifications or variations, required by the service provider, the prior written consent of the Purchaser is required.</p>
<p>2.7 Force Majeure</p>	
<p>2.7.1 Definition</p>	<p>a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
<p>2.7.2 No Breach of Contract</p>	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon</p>

	as possible about the occurrence of such an event.
2.7.3 Measures to be Taken	<p>(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Purchaser, shall either:</p> <p style="padding-left: 40px;">(i) mobilize or</p> <p style="padding-left: 40px;">(ii) Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.</p> <p>(d) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.</p>
2.8 Suspension	The Purchaser may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.
2.9 Termination	
2.9.1 By the Purchaser	The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in

	<p>paragraphs (a) through (k) of this Clause GC 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days written notice of termination to the Service Provider.</p> <p>(a) If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.</p> <p>(b) If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</p> <p>(f) If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>(g) If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one chance to the Service Provider to improve the quality of the services.</p> <p>(h) If the Service Provider has been blacklisted by the UIDAI or disqualified for any reason.</p> <p>(i) If the Service Provider fails to fulfill its obligations under Clause G.C 3.3 hereof.</p> <p>(j) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(k) In the event of Service Provider found :</p> <p>(i) Sub-contracting of work/services without the prior written approval of UIDAI.</p>
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	<p>(ii) Provided incorrect information to UIDAI.</p> <p>(iii) Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.</p> <p>l) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>m) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to the Purchaser for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.</p>
<p>2.9.2 By the Service Provider</p>	<p>The Service Providers may terminate this Contract, by not less than thirty (30) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:</p> <p>(a) If the Purchaser fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.</p> <p>(c) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(d) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Purchaser of the Service Provider's notice specifying such breach.</p>
<p>2.9.3 Cessation of Rights and</p>	<p>Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights</p>

Obligations	<p>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 GC 3.3 hereof; (iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof; and (iv) any right which a Party may have under the Law.
2.9.4 Cessation of Services	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Service Provider and equipment and materials furnished by the Purchaser, the Service Provider shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.</p>
2.9.5 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Purchaser shall make the following payments to the Service Provider:</p> <ul style="list-style-type: none"> (a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (g), (i), k(i) to K(iii) and 1 or 2.9.2, remuneration pursuant to Clause GC 6.3(c)(i) hereof for Services satisfactorily performed prior to the effective date of termination; (b) If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c), (e), (f), (h), (j), the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Service Provider will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.
2.9.6 Disputes about	<p>If either Party disputes whether an event specified in Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has</p>

<p>Events of Termination:</p>	<p>occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p>
<p>2.10 Extension of Contract</p>	<p>The contract may be extended by a period of 2 years upon mutual agreement subject to satisfactory performance by the bidder</p>

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 Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.
3.2 Service Providers Not to Benefit from Commissions, Discounts, etc.	a) The payment of the Service Provider pursuant to Clause GC 6 shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and agents or either of them similarly shall not receive any such additional payment.
3.3 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 Contract.
	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 required for discharge of services.
	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 authorised personnel and only used in the manner prescribed by the UIDAI.
3.4 General Confidentiality	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.
3.5 Insurance to be Taken Out by the Service Provider	The Service Provider (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.6 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 Contract, 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 contract.</p> <p>(c) The Purchaser shall have the right to carry out scheduled/ un- scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider.</p>
3.7 Sub-contracting	The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval.
3.8 Reporting Obligations	The Service Provider shall submit to the Purchaser the reports and documents specified in RFP, in the

	form, in the numbers and within the time periods set forth in the said Appendix.
3.9 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 the contract, 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.
3.10 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 except for the purposes of providing the services as specified under this contract.</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>(i) The rogue behavior of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.</p>
3.11 Equipment & Materials	Equipments or materials brought into India by the Service Provider and the Personnel and used either for

Provided by the Service Providers	the Project or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable. However, Equipments or materials bought/provided by the Purchaser for the use of Service Provider shall remain the property of Purchaser.
3.12 Intellectual Property Rights (IPR)	The intellectual property rights to all the outputs, deliverables, data, and reports developed during the execution of this Contract shall remain sole property of the Purchaser.
3.13 Assignment	The Service Provider shall not assign, in whole or in part, any of their obligations under this Contract.

4. SERVICE PROVIDER'S PERSONNEL

4.1 General	The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.
4.2 Project Manager	If required by the Purchaser, the Service Provider shall ensure that at all times during the Service Provider's performance of the Services, a 'Project Manager', acceptable to the Purchaser, shall take charge of the performance of such Services. The Project Manager shall act as a single point of Contract.

5. OBLIGATIONS OF THE PURCHASER

5.1 Assistance and exemptions	<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 exempt 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.
5.2 Change in the applicable	If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Service

Law Related to Taxes and Duties	Provider for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Service Provider in performing the Services, then the Purchaser reserves the right to negotiate with the Service Provider.
5.3 Services, Facilities and Property of the Purchaser	<p>(a) The Purchaser shall make available to the Service Provider and its Personnel, the services, facilities and property, as mutually agreed, at the times and in the manner required by the Service Provider for efficient discharge of Services.</p> <p>(b) In case that such services, facilities and property 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.</p>
5.4 Payment	In consideration of the Services performed by Service Provider under this Contract, the Purchaser shall make to the Service Provider such payments and in such manner as is provided by Clause GC 6 of this Contract.
5.5 Counterpart Personnel	<p>(a) If required, the Purchaser shall make available to the Service Provider, free of charge, such professional and support counterpart personnel, to be nominated by the Purchaser with the Service Provider's advice.</p> <p>(b) Professional and support counterpart personnel, excluding Purchaser's liaison personnel, shall normally work under the direction of the Service Provider. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Service Provider that is in-consistent with the position occupied by such member, the Service Provider may request the replacement of such member, and the Purchaser shall not unreasonably refuse to act upon such request.</p>

6. PAYMENTS TO THE SERVICE PROVIDER

<p>6.1 Payment for Services</p>	<p>(a) The Service Provider shall be paid, as per the 'discovered rate' for carrying out/delivery of services as enumerated in Section-III.</p> <p>(b) The amount payable shall be finalised after taking into account the Penalties and Exemptions, if any applicable.</p> <p>(c) The Purchaser shall make the payment within 45 days of receiving the invoice from the Service Provider.</p>
<p>6.2 Currency of Payment</p>	<p>All payments shall be made in Indian Rupees</p>
<p>6.3 Terms of Payment</p>	<p>The payments in respect of the Services shall be made as follows:</p> <p>(a) The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on 'Calendar month' basis".</p> <p>(b) The Service Provider shall provide a billing system that can compute price and penalties in real-time, accessible to UIDAI.</p> <p>(c) In the event of any wrong payment to Service Provider, the difference shall be adjusted in the subsequent payments.</p> <p>(d) All payments under this Contract shall be made to the accounts of the Service Provider specified in the SC.</p> <p>(e) In case of early termination of the contract, the payment shall be made to the Service Provider as mentioned here with:</p> <p>(f) Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Service Provider shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the specified rate/s.</p>

7. GOOD FAITH

7.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
7.2 Operation of the Contract	The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
8.2 Arbitration	(a) In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the Service Provider, 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

	<p>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 8.2 (b) and the language of the arbitration proceedings and that of all documents and communications 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>
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9. LIQUIDATED DAMAGES

<p>9.1</p>	<p>If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements within 14 days of being informed by the Purchaser, the Purchaser shall be free to impose any penalty as deemed fit. In addition, the Purchaser shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Service Provider.</p>
<p>9.2</p>	<p>The amount of liquidated damages for services under this Contract shall not exceed the Contract Price.</p>
<p>9.3</p>	<p>The Service Provider is liable to the Purchaser for payment of penalty as specified in the SLA</p>

10. ADHERENCE TO RULES & REGULATIONS

<p>10.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions</p>	<ul style="list-style-type: none"> (a) The Service Provider shall comply with the provisions of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws. (b) Access to the ‘sites’ and Purchaser’s other related locations shall be restricted to only essential personnel belonging to the Service Provider who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Purchaser. The Service Provider shall maintain a log of all activities carried out by each of its personnel. (c) The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Purchaser during the execution of the work. (d) 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). (e) 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. (f) 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.
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11. LIMITATION OF LIABILITY

<p>11.1 Limitation of Liability</p>	<p>Except in case of gross negligence or willful misconduct:</p> <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) The aggregate liability of the Service Provider to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the Purchaser with respect to patent infringement.</p> <p>(c) The Purchaser shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 2.2 b of GC of this contract.</p>
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12. MISCELLANEOUS PROVISIONS

<p>12.1 Miscellaneous Provisions</p>	<p>(i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(ii) The Service Provider shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>(iii) The Service Provider shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>(iv) The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by</p>
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	<p>any action, omission or operation conducted by or on behalf of the Service Provider</p> <p>(v) The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>(vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>(vii) All materials provided to the Purchaser by bidder are subject to Country and <STATE> public disclosure laws such as RTI etc.</p> <p>(viii) The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser.</p>
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PART-II**SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract (SC) shall supplement the General Conditions of Contract (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

(Clauses in brackets { } are optional; all notes should be Deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses are:</p> <p>Purchaser: Unique Identification Authority of India Attention: Asstt. Director General, Admin II, 2nd Floor, Jeevan Bharti Building, Connaught Circus, New Delhi, 110001</p> <p>E-mail: adg.adm2@uidai.gov.in</p> <p>Service Provider:</p> <p>Attention: _____ Facsimile: _____ E-mail: _____</p>
1.6	<p>The Services shall be carried out at the site/s as agreed to by the Purchaser.</p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Purchaser: ADG, Admin II</p> <p>For the Service Provider:</p> <p>_____</p>
2.1	<p>The effective date of the Contract:</p>
2.3	<p>The date for the commencement of Services: Within 21 days of signing the contract between the Purchaser and the Service Provider.</p>
2.4	<p>The time period shall be: 3 years (36 months).</p>
3.5	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party liability insurance, with a minimum coverage of the value of the contract</p>

	<p>(b) Professional liability insurance, with a minimum coverage of the value of the contract</p> <p>(c) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(d) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider's property used in the performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.</p>
6.2	The amount is in Indian Rupees (INR)
6.3	<p>General terms and conditions of Payment Schedule</p> <p>1) All eligible payments shall be made by the Purchaser in favour of the Service Provider</p> <p>2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.</p> <p>3) Service Provider shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same.</p> <p>4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 45 days of submission of invoice.</p> <p>5) Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.</p> <p>6) All payments under this Contract shall be made to the account of the Service Provider with (Bank & A/c No.):</p>
8.2 (a)	The Purchaser and/or any Department of Govt. of India.

8.2 (b)	The Arbitration proceedings shall take place in Delhi in India.

SECTION-V

ANNEXURES AND APPENDICES

ANNEXURES:

- I. Financial Bid Covering Letter
- II. Financial Bid Form
- III. Technical Bid Format
- IV. Standard Contract Form
- V. Letter format for matching Discovered Rate
- VI. Letter format for Inability to match Discovered Rate
- VII. Form of Bank Guarantee Bond
- VIII. Proforma for submitting written queries

ANNEXURE I

FINANCIAL BID COVERING LETTER

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

To,

(Address)

Ref: Request for Proposal (RFP) Notification No. _____ dated _____

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notified vide F.No. _____ dated _____ for UIDAI Project, in full conformity with the said RFP document.
2. We, the undersigned, offer to provide services to UIDAI for carrying out the services for the Project UIDAI in accordance with your RFP.
3. We have read the provisions of the RFP document and confirm that these are acceptable to us. Hence, we are hereby submitting our Financial Bid.
4. We agree to abide by this RFP, consisting of this letter, financial bid and all requisite supporting documents, for a period of 90 days from the closing date fixed for submission of bid as stipulated in the RFP document.
6. 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.
7. We hereby declare that we have not been blacklisted by any Central/ State/ UT Government.
8. We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government.
9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
10. We undertake that, in competing for (and, if the award is made to us, in

executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

11. We understand that the UIDAI is not bound to accept any bid received in response to this RFP.
12. In case we are engaged by the UIDAI for executing the services, we shall provide any 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.
13. In case we are engaged as a Service Provider, we agree to abide by all the terms & conditions of the Contract that will be issued by UIDAI.
14. The financial bid includes the cost of setting up and operating the services, cost of providing additional services and performing all functions as per the ‘scope of work, deliverables and SLAs’ defined in section III of the RFP.
15. 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’.
16. Our correspondence details with regard to this RFP 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 this RFP	
4.	Telephone number of the Contact Person	
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	

17. We also understand that in case of deficiencies in our services as per the requirement of RFP, UIDAI reserves the right to allocate our volume of work, in full or in part, to other Service Provider or to Reserve Service Provider, 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

FINANCIAL BID FORM

Reference: RFP document F. No. _____ Dated _____

1. Financial Bid indicating the **Cost of Each Priority Outbound SMS, Cost of Each Non-Priority Outbound SMS** and **Projected Total Cost per month**, that will be charged to UIDAI (inclusive of all statutory taxes and duties etc.) for the services required by the UIDAI is given in Table-1 below. The cost is inclusive of provisioning of infrastructure and all the activities related to, but not limited to the requirements and services given in Section-III 'Scope of Work, Deliverables and SLAs' of RFP. The 'Cost' is also inclusive of all taxes, such as, but not limited to, VAT, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract.

Sl. No.	Description of Services	Amount in INR (lump sum basis) (All Inclusive)
(a)	Volume based tariff (or another basis) for: - Cost in INR per Priority Outbound SMS	
(b)	Volume based tariff (or another basis) for: - Cost in INR per Non-Priority Outbound SMS	
(c)	<p>Projected Total Cost per Month in Indian Rupees: $(0.08 * \text{Cost of each Priority Outbound SMS} + 0.92 * \text{Cost of each Non-Priority Outbound SMS}) * V$</p> <p>Assumptions: i) 8% of all SMS traffic will be that of priority SMS and remaining will consist of non-priority SMSes ii) 'V' => 8 Crore SMSes will be the peak load in the 3rd year of operations</p>	

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

ANNEXURE III**TECHNICAL BID FORMAT***(To be submitted on the Letter head of the applicant)***PART I**

All bidders are expected to conduct a 30 minutes Product Walkthrough in the form of a presentation to a panel of officers from UIDAI. The bidders should structure the presentation by including the points mentioned in the table below and ensure that each point is explained with sufficient detail.

Understanding of UIDAI's requirements as listed in Sec III	2 marks
Salient features of the proposed solution, its differentiating factors and suitability of the tool in UIDAI's context	5 marks
<p>User Requirements:</p> <ul style="list-style-type: none"> i. Uniform method of access by all client applications without application specific customization ii. Categorization of SMSes into Priority and Non-Priority iii. Individual and Bulk transmission of SMSes iv. Maximum time to deliver priority and non-priority SMSes v. Regional Language support vi. Normal throughput (tps) and on-demand scale up vii. Transmission of Delivery reports for reconciliation viii. Flexibility to incorporate bespoke requirements 	15 marks
<p>Security Requirements:</p> <ul style="list-style-type: none"> i. Secure storage of SMS delivery log ii. Information security audits iii. Incorporation of security guidelines issued by MHA/TRAI/DoT/Other govt. agencies iv. User credentials management v. Secure network access 	8 marks
<p>Run Support:</p> <ul style="list-style-type: none"> i. Setting up of support helpdesk ii. Multi-channel access and availability iii. Support levels, their response times and monitoring iv. Governance model including interface with UIDAI's MSP (Managed Service Provider) 	10 marks

v. Failover and Disaster Recovery mechanism	
Reporting and Analytics	
i. Standard usage reports available ii. Flexibility to create bespoke reports iii. Method of generation, view and download of reports iv. Data Analytics tools and reports	5 marks
Credentials	
i. Similar work done for a government entity ii. Similar work done for a bank iii. Best practices implemented iv. Relationship management with telecom operators	5 marks
Total	50 marks

PART II

All bidders are also expected to submit documentary evidences for each of the items listed below:

- i. Bidders credentials **- 10 marks**
 - Similar work done for a government entity and a large bank
 - Honors/ Awards
 - Organizational Capabilities/ Strengths
- ii. Deployment diagram including network design **- 10 marks**
- iii. Last 2 Information Security Audit Reports **- 10 marks**
- iv. Best Practices implemented **- 10 marks**
- v. Governance Model **- 10 marks**

ANNEXURE - IV

STANDART CONTRACT FORM

THIS AGREEMENT is made on this _____ day of _____, 2012 between Assistant Director General of Unique Identification Authority of India (UIDAI) (hereinafter called the “Purchaser”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part,

And _____ (name of authorized signatory) of _____(name of the firm/company) (hereinafter called the “Service Provider”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Purchaser had invited bids for certain Services, viz., “RFP for Augmentation of Outbound SMS Capability at UIDAI ” vide their bid document number F.No. _____ dated _____.

AND WHEREAS various applications were received pursuant to the said bid.

AND WHEREAS the Purchaser has accepted a Bid by the Service Provider for the supply of those Services in the sum of Rs. _____ towards Cost of Each Outbound SMS inclusive of all statutory taxes (hereinafter “the Contract Price”).

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement. We understand that all the conditions of the RFP, including those on allocation and re-allocation of volume of work, will be binding on us.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Section-III Scope of Work, Deliverables and SLAs
 - b) Section –IV Conditions of Contract;
 - c) Performance Bank Guarantee Bond
3. The mutual rights and obligations of the Purchaser and the Service Provider shall be as set forth in the Contract, in particular:
 - a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) the Purchaser shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

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

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

ANNEXURE - V

Letter Format for Matching Discovered Rate

(To be submitted on the Letter head of the applicant, where the Bidder has been given the option of matching the Discovered Rate and the Bidder chooses to match the same)

To,

Assistant Director General (Admin II)
Unique Identification Authority of India
2nd floor, Tower-I, Jeevan Bharati Building,
Connaught Circus,
New Delhi 110001

Reference: RFP document F.No._____ dated_____.

Subject: Acceptance of Matching Discovered Rate.

Dear Sir,

1. On completion of the bid submission and opening processes, we, the undersigned, have been discovered to be the *<Insert L2, L3, L4 or L5 as applicable>* Bidder.
2. The discovered rate is *<Insert Discovered rate >*
3. As per the due process that followed, we were given the option of matching the discovered rate.
4. We hereby accept the offer to match the Discovered Rate and operate as per conditions laid down in the RFP.
5. We also declare that we are *<insert 'ready' or 'not ready'>* to be a 'Reserve Service Provider'.
6. We understand that all the conditions of the RFP, including those on allocation of volume will be binding on us.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

ANNEXURE -VI

Letter Format for Inability to match Discovered Rate

(To be submitted on the Letter head of the applicant where the Bidder has been given the option of matching the Discovered Rate and the Bidder chooses to not to match the same)

To,

Assistant Director General (Admin II)
Unique Identification Authority of India
2nd floor, Tower-I, Jeevan Bharati Building,
Connaught Circus,
New Delhi 110001

Reference: RFP document F.No._____dated_____.

Subject: Rejection of Matching Discovered Rate.

Dear Sir,

1. On completion of the bid submission and opening processes, we, the undersigned, have been discovered to be the *<Insert L2, L3, L4 or L5 as applicable>* Bidder.
2. As per the due process that followed, we were given the option of matching the Discovered Rate.
3. We regret to inform you that we will be unable to accept the offer to match the Discovered Rate.
4. We understand, with this, we forfeit the right to further participate in the selection process.

We remain,

Yours sincerely,

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

Address: _____

ANNEXURE-VII

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 Rs. _____ (Rupees _____ 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 Rs. _____ 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 Rs. _____.

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-VIII

PROFORMA FOR SUBMITTING WRITTEN QUERIES

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

RFP for 'Augmentation of Outbound SMS Capability at UIDAI'

Ref. No. _____ dated _____

Name of Firm: _____

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