

U.P. ELECTRONICS CORPORATION LIMITED
(U.P. Government Undertaking)
10, Ashok Marg, Lucknow-226001

REQUEST FOR PROPOSAL (RFP)
FOR
“Selection of Agency for UIDAI AADHAAR based Authentication Services
(AUA/ASA/KUA) in the state of Uttar Pradesh”

E-Tender Portal: <https://etender.up.nic.in>
E-Bid Reference no: **UPLC/UIDAI/AA/2018**
E-Bid Processing Fee: **25,000 /- (Non-Refundable)**
EMD: **Three lakhs only (Refundable)**
Place of Opening eBids: UP Electronics Corporation Ltd
10, Ashok Marg, Lucknow-226 001

BIDDING SCHEDULE			
S N	Particulars	Date	Time
1	Date of Publishing of RFP	16 th May 2018	At 0900 Hours
2	Downloading RFP on Portal	16 th May 2018	From 0900 Hours
3	eBid Submission Start Date	16 th May 2018	From 0900 Hours
4	Pre-bid Meeting	23 rd May 2018	At 1300 Hours
5	eBid Submission End Date	05 th Jun 2018	1600 Hours on e-portal
6	Opening of Technical eBid	06 th Jun 2018	At 1200 Hours or later
7	Opening of Financial eBids	To be informed later on E-tender portal	

Index

S N	Contents	Page No.
1.	E-BID NOTICE	3
2.	SECTION I : LETTER OF INVITATION	5
3.	SECTION II : INSTRUCTIONS TO BIDDERS (ITB)	7
4.	SECTION III : TERMS OF REFERENCE (TOR) AND SCOPE OF WORK	14
5.	SECTION IV : BIDDER'S ELIGIBILITY CRITERIA & EVALUATION PROCESS	22
6.	SECTION V : STANDARD TERMS AND CONDITIONS	28
7.	SECTION VI : TECHNICAL PROPOSAL SUBMISSION FORM (ANNEXURE I-III)	
8.	COVERING LETTER FOR PROPOSAL SUBMISSION FORM (ANNEXURE IV)	36
9.	FINANCIAL PROPOSAL SUBMISSION FORM(BOQ) (ANNEXURE V)	38
10.	FORMAT OF PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY (ANNEXURE VI)	39
11.	FORMAT OF AGREEMENT (ANNEXURE VI)	45

E-BID NOTICE

REQUEST FOR PROPOSAL (RFP) FOR

“Selection of Agency for UIDAI AADHAAR based Authentication Services (AUA/ASA/KUA) in the state of Uttar Pradesh”

(eBid Reference no.: UPLC/UIDAI/AA/2018)

Online eBids are invited from Agencies, for **“Selection of Agency for UIDAI AADHAAR based Authentication Services (AUA/ASA/KUA) in the state of Uttar Pradesh”** From 0900 Hours of 16th May 2018 up to 1600 Hours of 05th June 2018. The eBids shall be opened on 06th June 2018 at 1200 Hours or later. The details of submission of eBids are available in the RFP document uploaded on the eTender Portal <http://etender.up.nic.in> and the Corporation’s website www.uplc.in. The Corporation reserves the right to cancel any or all the eBids or annul the Bidding process without assigning any reason thereof.

Managing Director,
U.P. Electronics Corporation Limited (UPLC)
10, Ashok Marg, Lucknow-226 001

**REQUEST FOR PROPOSAL (RFP)
FOR
“Selection of Agency for UIDAI AADHAAR based Authentication Services
(AUA/ASA/KUA) in the state of Uttar Pradesh”**

U.P. Electronics Corporation Ltd (UPLC) is the nodal agency appointed by the Government of Uttar Pradesh to provide Consulting services to all the Departments of Uttar Pradesh.

SERVICES BEING PROVIDED BY THE UPLC:

- (i) To Provide IT Consultancy to various Departments, Organisations, Institutions of State Government of Uttar Pradesh.
- (ii) To provide services as ‘System Integrator’ to various Departments, Organisations, Institutions of State Government of Uttar Pradesh
- (iii) To Provide Hardware Solutions with Installation, Commissioning and Warranty (ICW) to meet out the requirement of various Departments, Organisations, Institutions of State Government of Uttar Pradesh.
- (iv) To Provide Software Solutions to cater to the requirement of various Departments, Organisations, Institutions of State Government of Uttar Pradesh.
- (v) To Provide IT & ITES Solution on a turnkey basis suitable for end-to-end or partial functioning of various Departments, Organisations, and Institutions of State Government of Uttar Pradesh.
- (vi) To provide Computer Education and Training to the officials of various Departments, Organisations, Institutions of State Government of Uttar Pradesh.

SECTION I: LETTER OF INVITATION

1. Through this Request for Proposal (RFP), it is intended to invite e-Bids for **“Selection of Agency for UIDAI AADHAAR based Authentication Services (AUA/ASA/KUA) in the state of Uttar Pradesh”**
2. Bidders are advised to study the eBid document carefully.
3. Submission of e-Bids against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the eBid document with full understanding and its implications.
4. The Corporation may, at its own discretion, extend the date for submission of eBids. In such case all the rights and obligations of the Corporation and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
5. The eBid document is available on eTender portal <https://etender.up.nic.in> and also on UPLC's website www.uplc.in. Interested Bidders may view, download the eBid document, seek clarification and submit their eBids online only on eTender portal <https://etender.up.nic.in>, up to the date and time mentioned in the table below:

e-Bid Reference No.	UPLC/UIDAI/AA/2018
Tender processing fee	INR Twenty Five Thousand only In the form of DD in favour of UP Electronics Corporation Ltd. Lucknow payable at Lucknow
EMD	INR Three lakhs only In the form of DD/BG in favour of UP Electronics Corporation Ltd. Lucknow payable at Lucknow
Purpose	Request For Proposal (RFP) For “Selection of Agency for UIDAI AADHAAR based Authentication Services (AUA/ASA/KUA) in the state of Uttar Pradesh”
Date of Publication of e-Bid notice	16 th May 2018 on e-Tender Portal
Last date for submission of e-Bids	05 th Jun 2018 up to 1600 Hours
Site for Submission of e-Bids	https://etender.up.nic.in
e-Bid Inviting Officer	Managing Director
Pre-bid meeting	23 rd May 2018 at 1300 Hours Venue: Board Room, U.P. Electronics Corporation Limited, 10, Ashok Marg, Lucknow
Date of Opening of Technical e-Bids	06 th June 2018 at 1200 Hours or afterwards
Date of Opening of Financial e-Bids	To be informed later on E-tender portal
Venue of Opening of eBids	U.P. Electronics Corporation Limited (UPLC), 10, Ashok Marg, Lucknow-226 001
UPLC’s email addresses	upclcko@gmail.com or praveenuplc@gmail.com
Contact numbers	0522-2286808, 0522-2286809 , 0522- 4130303
Fax number	0522-2288583

6. UPLC reserves the right to cancel any or all the eBids or annul the eBid process without assigning any reason thereof.
7. Pre-bid query Format (Need to submit in word format only)

S.No	Section	Page no	Section heading	Clause	Query

8. The Bidders must upload all the required documents electronically in the PDF format except for the Financial Proposal Submission Form (BOQ) which will be electronically uploaded on the prescribed XLS format only on eTender portal <https://etender.up.nic.in>. It is suggested that the PDF Files should be made in gray scale using the minimum

readable appropriate resolution so that the size of the files is minimized for fast uploading on the eTender portal <https://etender.up.nic.in>. The required electronic documents for each document label of Technical (Fee details, Annexure etc) schedules/packets can be clubbed together to make single different files for each label. The size of Single label file should not exceed 20-25 MB size.

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

1. DEFINITIONS

In this Contract, the following terms shall be interpreted:

- 1 “Purchaser” or “Department” means the Department with which the selected Bidder signs the Contract for the service.
- 2 “The Agency” means the Bidder providing AADHAAR authentication services.
- 3 “e-Bid” means the Technical proposal and the financial proposal.
- 4 “Instructions to Bidders” means the document which provides interested Bidders with all information needed to prepare their Bids. This document also details out the process for the selection of the Agency for the work mentioned in this tender document.
- 5 “Scope of work” (SOW) means Scope of work mentioned in “Section III: Scope of Work (SoW) and Terms of Reference (ToR)” of the RFP which explains the objectives, Scope of work, activities, tasks to be performed, and expected results and deliverables of the assignment, respective responsibilities of the Purchaser and the Bidder.
- 6 “The Contract” means the agreement entered into between Department and the Agency, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- 7 “Services” means the aforesaid services and other obligations of the Agency covered under the Contract;
- 8 “Day” means a calendar day.
- 9 “Department” means the Departments of Government of Uttar Pradesh.

2. THE BIDDING DOCUMENT

1. Availability of eTender Document

This eTender document is available on the eTender portal <https://etender.up.nic.in> and UPLC's website www.uplc.in to enable the Bidders to view and download the Bidding document, submit their eBids online up to the last date and time mentioned in eTender document only on eTender portal <https://etender.up.nic.in>.

2. Contents of eTender Document

The nature and types of various consultancy services required, Bidding procedure, terms and conditions etc. are prescribed in the eBid document. The eBid document includes:

- SECTION-I : LETTER OF INVITATION
- SECTION-II : INSTRUCTIONS TO BIDDERS (ITB)
- SECTION-III : SCOPE OF WORK (SOW)
- SECTION-IV : BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS
- SECTION V : STANDARD TERMS AND CONDITIONS
- SECTION VI : TECHNICAL PROPOSAL SUBMISSION FORM (Annexure I-III)
 - Covering Letter for Proposal Submission Form (Annexure IV)
 - Financial Proposal Submission Form (BOQ) (Annexure V)

- Format of Proforma of Bank Guarantee towards Performance Security (Annexure VI)
- Format of Agreement (Annexure VII)

The Bidders are expected to examine all the instructions, forms, terms and conditions, requirements and qualifications in the eTender documents. Failure to furnish all the information required as per the Bidding documents or submission of an eBid not responsive to the eTender document in every respect will be at the Bidder's risk and may result in the rejection of his eBid.

3. Clarifications of eTender Documents

A prospective Bidder requiring any clarification of the eTender documents may raise his point of clarification to UPLC's e-mail uplclko@gmail.com or praveenuplc@gmail.com in the prescribed format mentioned in Section I S No. 7.

4. Amendment of eTender Document

At any time prior to the deadline for submission of eBids, the UPLC may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the eTender document by amendments. Such amendments shall be posted/ uploaded on the eTender portal <https://etender.up.nic.in> through corrigendum and shall form an integral part of the eBid documents. The relevant clauses of the eTender documents shall be treated as amended accordingly, in terms of corrigendum(s).

It shall be the sole responsibility of the prospective Bidders to check the eTender portal <https://etender.up.nic.in> and www.uplc.in from time to time for any amendment in the eBid document. In case of failure to get the amendments, if any, the UPLC shall not be responsible for any negligence on part of the Bidder.

In order to allow prospective Bidders a reasonable time to take the amendment into account in preparing their eBids, UPLC at its discretion, may extend the deadline for the submission of eBids. Such extensions shall be posted/up-loaded on the eTender portal <https://etender.up.nic.in>.

3. PREPARATION & SUBMISSION OF eBIDS

1. Documents Constituting the eBid

The eBids prepared by the Bidder shall comprise the following components: eBids will comprise of:

- a) Technical Proposal (Annexure I – Annexure IV)
- b) Financial Proposal (Annexure V)

2. Documents Establishing Bidder's Qualification

The **Bidder** shall furnish, as part of **Technical Proposal (Annexure I – Annexure IV)**, documents establishing the Technical qualification to perform the Contract. The Bidder electronically in the PDF format should submit the documentary evidence in support of the information furnished. The Bidder's eligibility criteria and selection procedure are defined in **Section-IV** of eTender document.

It is suggested that the PDF files should be made in gray scale using the minimum readable appropriate resolution so that the size of the files is minimized for fast uploading on the eBid portal.

3. Period of Validity of eBids

e-Bids shall remain valid for 180 days after the date of opening of eBids prescribed by the UPLC. The eBid validity may be increased by UPLC only upon written request by the Bidders. An eBid with validity of a shorter period than specified shall be rejected by the UPLC as non-responsive.

4. Format and Signing of eBids

The Bidder shall prepare the electronic copy for the eBids (in pdf format) and upload the eBids on eTender Portal <https://etender.up.nic.in> through the bidder's Digital Signature Certificate (DSC).

The bidder need to attach Power of Attorney authorizing the signatory to sign the Bid document/proposal

5. Submission of eBids

The Bidders should submit their bids online only in the Submission module of eTender Portal <https://etender.up.nic.in>. The Bids shall be submitted only from the Bid Submission Start Date till the Bid Submission End Date and time given in the eTender Portal <https://etender.up.nic.in>. Therefore, Bidders are advised to submit the eBids well advance in time.

The proposal and all correspondence and documents shall be written in English. In case of accompanying literature or brochures etc. being in a language other than English, a certified translation should accompany the documents as a part of the RFP. All proposals and accompanying documentation will become the property of UPLC and will not be returned. The bidders should submit their eBid considering the Server time displayed on the eTender Portal <https://etender.up.nic.in>. This server time is the time by which the eBid submission activity will be allowed till the permissible time on the last/end date of submission of eBids indicated in the e-tender schedule.

Once the eBid submission date and time is over, the bidders cannot submit their eBid. The bidders shall only be held responsible for any delay and whatsoever reason in submission of eBid.

UPLC may, at its discretion extend this deadline for submission or opening of eBid by amending the eBid document, in which case all rights and obligations of the Corporation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

The procedure for submission of eBids by the bidders on eTender Portal <https://etender.up.nic.in> is already available on the eTender Portal (<https://etender.up.nic.in>) and also on UPLC's website www.uplc.in .

The Bidders have to follow the following instructions for submission of their eBids:

For participating in eTender through the eBidding system, it is necessary for the Bidders to be the registered users of the eTender portal <https://etender.up.nic.in>.

In addition to the normal registration, the Bidder has to register with his/her Digital Signature Certificate (DSC) in the eBidding system and subsequently he/she will be allowed to carry out his/her eBids submission activities. Registering the Digital Signature Certificate (DSC) is a onetime activity till its validity. Before proceeding to register his/her DSC, the Bidder should first log on to the eBidding system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as enumerated in the preceding paragraph above.

For successful registration of DSC on e-Procurement portal <https://etender.up.nic.in> the Bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any one of certifying authorities approved by Controller of Certifying Authorities, State government of India. The Bidder may also apply to office of U.P. Electronics Corporation Limited, (UPLC) for getting DSC at the address given in the preceding paragraph above on a prescribed form available at UPLC's website www.uplc.in along with the payment of fee of Rs 1708/- per person, The Bidder is also advised to register his/her DSC on eTender portal well in advance before Bid submission end date so that he/she should not face any difficulties while submitting his/her eBid against this eTender. The Bidder can perform User Login registration/creation and DSC registration exercise as described in preceding paragraphs above even before eBid submission date starts. The UPLC shall not be held responsible if the Bidder tries to submit his/her eBids at the last moment before end date of submission but could not submit due to DSC registration or any other technical problems.

The Bidder can search for active Bids through "Search Active Bids" link, select a Bid in which he/she is interested in and then move it to 'My Bids' folder using the options available in the eBid Submission menu. After selecting and viewing the Bid, for which the Bidder intends to eBid, from "My Bids" folder, the Bidder can place his/her Bid by clicking "Pay Offline" option available at the end of the view Bid details form. Before this, the Bidder should download the Bid document and study hem carefully. The Bidder should keep all the documents ready as per the requirements of eBid document in the PDF format.

After clicking the 'Pay Offline' option, the Bidder will be redirected to the Terms and Conditions page. The Bidder should read the Terms & Conditions before proceeding to fill in the Processing Fee offline payment details. After entering and saving the Processing fee details, the Bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the required documents Technical Proposal Submission Form etc (Annexure "I" to Annexure "IV") of this eBid (RFP) document. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before Bid submission and date and time, should tally with the details available in the

scanned copy and the data entered during eBid submission time otherwise the eBid submitted will not be accepted.

Before uploading, the Bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the Digital Signature Certificate password, if necessary. For uploading, the Bidder should click "Browse" button against each document label in Technical schedules/packets and then upload the relevant PDF files already prepared and stored in the Bidder's computer. The required documents for each document label of Technical. Schedules/packets can be clubbed together to make single different files for each label.

The Bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the Bid documents are digitally signed using the DSC of the Bidder and then the documents are encrypted/locked electronically with the DSC's of the Bid openers to ensure that the Bid documents are protected, stored and opened by concerned Bid openers only.

After successful submission of eBids, a page giving the summary of eBid submission will be displayed confirming end of eBid submission process. The Bidder can take a printout of the Bid summary using the "Print" option available in the window as an acknowledgement for future reference.

6. Deadline for Submission of eBids

e-Bids must be submitted by the Bidders on eTender portal <https://etender.up.nic.in>, not later than the date and time specified in this eTender document.

The UPLC may extend this deadline for submission of eBids by amending the eTender document in accordance with ITB Clause 4, in which case all rights and obligations of the UPLC and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

UPLC shall not consider any request for date-extension for eBid-submission on account of late downloading of eTender (RFP) by any prospective Bidder. e-Bids should be uploaded on eTender portal <https://etender.up.nic.in> on or before the date and time as mentioned in Section I.

7. Late e-Bids

The server time indicated in the Bid Management window on the eTender portal <https://etender.up.nic.in> will be the time by which the eBids submission activity will be allowed till the permissible date and time scheduled in the eTender. Once the eBids submission date and time is over, the Bidder cannot submit his/her Bid. Bidder has to start the eBid Submission well in advance so that the submission process passes off smoothly. The Bidder only, will be held responsible if his/her eBids are not submitted in time due to any reasons.

8. Withdrawal and Resubmission of eBids

At any point of time, a Bidder can withdraw his/her eBids submitted online before the eBids submission end date and time. For withdrawing, the Bidder should first log in

using his/ her Login Id and Password and subsequently by his/ her Digital Signature Certificate on the e-procurement portal <https://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the Bidder has to click "Yes" to the message "Do you want to withdraw this Bid?" displayed in the Bid Information window for the selected Bid. The Bidder also has to enter the Bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The Bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected Bid. Once the Bidder has withdrawn his /her Bid he/she cannot re-submit this Bid again.

The Bidder can resubmit his/ her eBids as and when required till the Bid submission end date and time. The new one bid will replace the eBids submitted earlier. The payment made by the Bidder earlier will be used for revised eBids and the new Bid submission summary generated after the successful submission of the revised eBids will be considered for evaluation purposes. For resubmission, the Bidder should first log in using his/ her Login ID and Password and subsequently by his/ her Digital Signature Certificate on the eTender procurement portal <https://etender.up.nic.in>. The Bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the Bids submitted by the Bidder will be displayed. Click "View" to see the details of the Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised eBids documents by following the methodology provided in clause 9 (submission of eBids) above.

The Bidders can submit their revised Bids as many times as possible by uploading their eBids documents within the scheduled date & time for submission of eBids.

No eBids can be resubmitted subsequently after the deadline for submission of e-Bids.

9. Receipt and Opening of eBids by the Purchaser

Bidders are advised to submit their eBids in 'Two-Bid' system with Technical and Financial bids separately on eTender portal.

Please note that prices should not be quoted in the Technical Bid. The Prices should be quoted in the Financial Bid only. On receipt on eTender portal, the technical proposals will be opened first by Tender Evaluation Committee (TEC) members in the office of U.P. Electronics Corporation Ltd, Lucknow.

UPLC will open all eBids, in the presence of bidder's authorized representatives who choose to attend at UP Electronics Corporation Ltd, 10, Ashok Marg, Lucknow-226001 at date and time mentioned in Section I. The bidder's representatives who are present shall record their attendance on the attendance sheet. In the event of the specified date of eBid opening being declared a holiday for the Purchaser, the eBids shall be opened at the appointed time and place on the next working day.

The bidder's names & the presence and other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening of the eBids. The names of such bidders not meeting the qualification requirement shall be notified subsequently.

After evaluation of technical eBids, UPLC shall notify those bidders whose eBids were considered non-responsive to the Conditions of the Contract and not meeting the Qualification Requirements indicating that they did not technically qualify for selection as Agency for the this project. UPLC will simultaneously notify on the eTender portal <https://etender.up.nic.in>, whose technical eBids were considered acceptable and have been shortlisted for opening of their financial eBids.

10. Cost of preparation of eBids to be borne by the Bidder

Cost of preparation of the eBids shall be borne by the bidder regardless of the outcome of the bids.

11. Notification of Award Notification to Bidder

Prior to the expiry of the Bid validity period, UPLC will notify the successful Bidder in writing or by fax or email, to be confirmed in writing by letter (LoI), that its proposal has been accepted. The notification of award will constitute the formation of the Agreement.

12. Signing of Agreement

At the same time as UPLC notifies the successful Bidder that its proposal has been accepted. The concerned Departments shall enter into an Agreement with the successful Bidder against this RFP.

13. Failure to abide by the Agreement

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Department may forfeit the Performance Bank Guarantee and UPLC/Department may also take any other suitable actions against such bidder.

14. Bank Guarantee for Performance

The successful Bidder shall at his own expense may deposit with the concerned Department, within 15 (fifteen) days after the receipt of notification of award of the Contract (Letter of Intent) from the concerned Department, an unconditional and irrevocable **10% Performance Bank Guarantee (PBG)** from a Scheduled Bank acceptable to the Department, payable on demand, for the due performance and fulfillment of the Agreement by the Bidder.

This Performance Guarantee shall be for an amount equivalent to 10% of Agreement value. All incidental charges whatsoever such as premium, commission etc. with respect to the Performance Guarantee shall be borne by the Bidder. **The Performance Guarantee shall be valid for three months post completion of the project /assignment given by the Department satisfactorily.** Subject to the terms and conditions in the performance Bank Guarantee, at the end of three months, the Performance Bank Guarantee may be discharged/ returned by concerned Department upon being satisfied that there has been due performance of obligations of the Bidder under the Agreement. However, no interest shall be payable on Performance Guarantee.

SECTION III: TERMS OF REFERENCE (TOR) AND SCOPE OF WORK (SOW)

1. Background:

The Government of Uttar Pradesh invites proposals for selection of AADHAAR Seeding Agencies (SA) for carrying out the work of seeding for various departments providing Aadhaar based service delivery to citizens. With the aim to ensure accurate targeting of the beneficiaries, de-duplication & reduction of frauds under Direct Benefit Transfer (DBT), the Government of Uttar Pradesh will select agency for Design, Supply, Installation, Configuration and Customization of AADHAAR Authentication Software Platform (AUA/ASA/KUA) for completing the AADHAAR seeding in all the databases of departments which are transferring the benefits to beneficiaries bank accounts through Direct Benefit Transfer (DBT) Scheme.

The purpose of Authentication is to enable Aadhaar-holders to prove their identity without having to provide identity proof documents in order to access to benefits. Aadhaar Authentication is a convenient system wherein, Aadhaar number along with the Aadhaar holder's digital identity through biometric information is submitted to UIDAI (Central Identities Data Repository-CIDR) for matching the identity information available with it. UIDAI confirms the identity or otherwise based on the information available with UIDAI. To protect resident's privacy, Aadhaar authentication service responds only with a "Yes / No" and no Personal Identity Information (PII) is returned as part of the response.

Seeding Concept

Aadhaar seeding is a pre-requisite to Aadhaar Enabled service delivery. Aadhaar seeding is a process by which UIDs of consenting residents are included in the service delivery database of service providers for enabling Aadhaar based authentication during service delivery.

As an example, MGNREGA will require authentication before pay out therefore in such a scenario, it will be essential to map UID of the resident with MGNREGA Job Card number and other demographic information. Similarly, banks and insurance carriers may want to map Aadhaar numbers of all their customers to their account numbers in their database.

Aadhaar will form the basic, universal identity infrastructure over which government and other service providers across the country will be able to build their identity-based applications. These features in turn are expected to serve a developmental mandate to potentially achieve multiple transformational benefits of development and equitable growth through:-

1. Proper identification leading to better targeting of development schemes provided by government and private sector
2. Ensuring that all fake, duplicate and ghost records are weeded out from databases

so that leakages resulting from such records are plugged.

3. Increased reach and efficiency in delivering many goods and services like PDS, banking and financial services, telecom, health, insurance, education etc.
4. No repeated KYC checks for residents

Seeding Methods & tool

Aadhaar seeding has three key aspects:-

- 1. Capture Seeding Request**
- 2. Verification of Request**
- 3. Link Aadhaar with Beneficiary ID**

Capture Seeding Request

A Seeding Request is a submission of an Aadhaar number and corresponding Beneficiary-ID to be linked in the relevant Service Delivery System. Beneficiary ID means identities such as Ration Card Numbers, LPG Consumer Numbers, MGNREGA Job Card Numbers, Bank Account Numbers etc. Service Delivery System means existing systems where beneficiary databases are maintained by service providers such as PDS (Public Distribution System owning Ration Delivery), OMC (Oil Marketing Companies owning LPG Delivery), Banks etc.

Capturing a seeding request involves:-

- ***Connecting with residents using various channels***

At resident touch-points E.g. Bank Branches etc.; Self-service channels E.g. Online portal, SMS etc.; Camps; Door-to-Door campaigns, Common Service Centres (CSC).

- ***Collect UID numbers and beneficiary id/ program ID***

Verification of Request

Purpose of verification a seeding request is to ensure that only a valid and specified Aadhaar number gets linked with the beneficiary id. The process involves comparing the demographic details available in service provider's records with the demographic details associated with the Aadhaar number provided for seeding. Following UIDAI services can be leveraged to perform validation of a seeding request:-

- 1. E-KYC**
- 2. Demographic Authentication**

3. Bio-Metric Authentication

Link Aadhaar

Link Aadhaar number and beneficiary ID implies saving/ recording validated Aadhaar number and beneficiary ID pair in the database/records of the service provider.

Authentication Types

The Aadhaar Authentication system supports the following Authentication types:-

1. Biometric Authentication

a) Finger Print Authentication

b) IRIS Authentication

c) Best Finger Detection Application

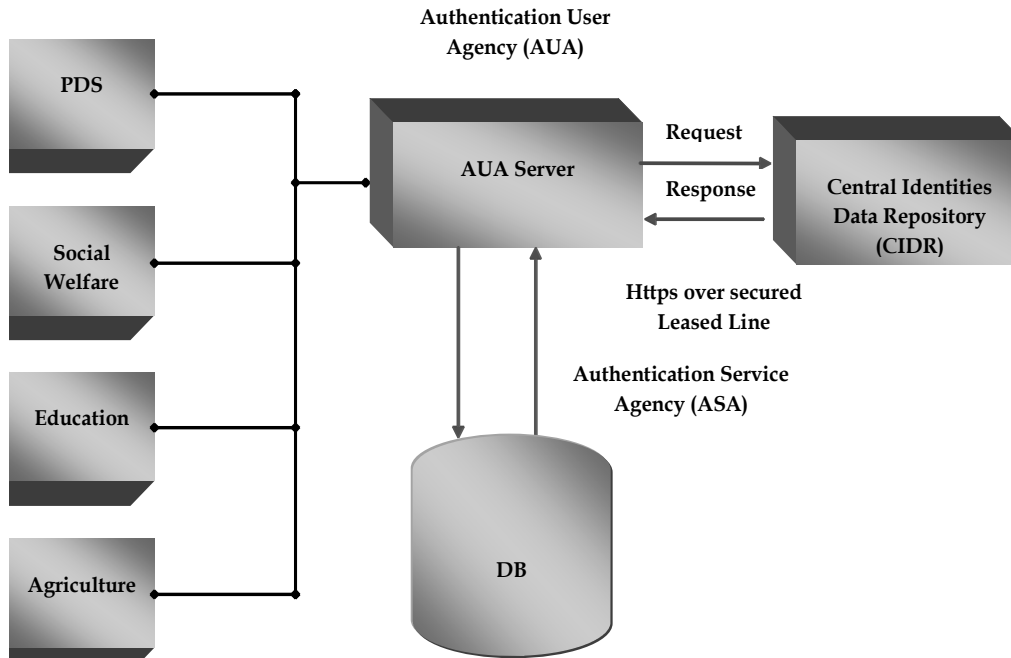
2. Additional features such as One-Time-PIN (OTP).

3. Demographics Authentication such as Name, DoB, Pin Code, Father Name etc.

AUA/ASA Operating Model at a Glance

As a part of authentication services roll-out strategy, UIDAI engages with Authentication User Agencies (AUAs - who would deliver services to their beneficiaries by using Aadhaar based model for verification) and Authentication Service Agencies (ASAs).

ASAs are entities that have established secure leased line connectivity with the CIDR compliant with UIDAI's standards and specifications. ASAs offer their UIDAI-compliant network connectivity as a service to Authentication User Agencies and transmit AUAs' authentication requests to CIDR. Only entities contracted with UIDAI as ASAs shall send authentication requests to the CIDR; no other entity can directly communicate with CIDR. An ASA could serve several AUAs; and enable ASAs to use multi-factor authentication, and MIS reports to AUAs.



The Government of Uttar Pradesh wishes to engage an experience Agency to develop, deploy and maintain an Application that will handle all activities associated with AUA/ASA/KUA of UIDAI.

List of Schemes under DBT

Sr.No.	Department	Sr.No	Scheme Name
1	Food and Civil Supplies Department	1	NFSA Ration card Holder - Centrally Sponsored
2	Department of Rural Development	2	MNREGA - Centrally Sponsored
3	Department of Empowerment of Persons with Disabilities	3	Indira Gandhi National Disability Pension Scheme (CSS)
		4	Disability Pension
		5	Kusthawastha Pension
		6	Dukan Nirman Yojna
		7	Shadi Vivah Puraskar Yojna
4	Social Welfare Department	8	Indira Gandhi National Old Age Pension Scheme (CSS)
		9	Post Matric Scholarship For SC Students (CSS)
		10	Post-Matric Scholarship Scheme For ST Students (CSS)
		11	Pre-Matric Scholarship Scheme For ST Students (CSS)
		12	Pre-Matric Scholarship Scheme For SC Students (CSS)

Sr.No.	Department	Sr.No	Scheme Name
		13	Upgradation Of Merit Of SC Students (CSS)
		14	Pre-Matric Scholarships To The Children Of Those Engaged In Occupations Involving Cleaning And Prone To Health Hazards (CSS)
		15	National Family Benefit Scheme
		16	Centrally Sponsored Scheme For Implementation Of Protection Of Civil Rights Act 1955 And Scheduled Castes And Scheduled Castes And Scheduled Tribes (Prevention Of Atrocities Act, 1989)
5	Women Welfare Department	17	Indira Gandhi National Widow Pension Scheme CSS
		18	Protection and Empowerment of Women- Comprehensive Scheme for combating Trafficking of Women and Children-Ujjawla- Salary
		19	Protection and Empowerment of Women- Comprehensive Scheme for combating Trafficking of Women and Children-Ujjawla-Facilities to beneficiaries
		20	Protection and Empowerment of Women-Swadhar Greh- Salary to staff
		21	Integrated Child Protection Scheme-Salary of Staff
		22	Protection and Empowerment of Women-Swadhar Greh-facilities to beneficiaries
		23	Protection and Empowerment of Women- National Mission for Empowerment of Women
		24	Widow Pension
6	Minority Welfare Department	25	Prematric / Postmatric Scholarship
7	Labour Department	26	Labour Registration
8	Backward Welfare Department	27	Prematric Scholarship for OBC
		28	Postmatic Scholarship for OBC
		29	Post-Matric Scholarship For OBC Students For Studying In India (CSS)
		30	Pre-matric Scholarships To The Other Backward Classes (CSS)
9	Vocational Education and Skill Development Department	31	UP Skill development training programmes
		32	Special Central Assistance to Scheduled Castes Sub Plan (SCA to SCSP)
		33	Multi Sectoral Development Programme (MSDP)
		34	Border Area Development Plan (BADP)
		35	Deeen Dayal Upadhayay Grameen Kaushalya Yojna
		36	State Skill development Fund (SSDF)
		37	Pradhan Mantri Kaushal Vikas Yojna (PMKVY)

Sr.No.	Department	Sr.No	Scheme Name
		38	Building and other Construction workers (BOCW)
10	Cane Development	39	National Agriculture Development Scheme
11	Animal Husbandary Department	40	Increase Production of Egg and chicken meat
12	Secondary Education Department	41	National Income and Qualification Scholarship
		42	Registration for Class 9 and Class 11 students
		43	National Scheme Of Incentive To Girls For Secondary Education (CSS)
13	Coordination Department	44	Crop Diversification Scheme
		45	Crop Diversification Scheme in Western UP
14	Medical Health and Family Welfare Department	46	Transfer of Stipend to ASHA workers bank account
		47	Other Departmental Scheme - TB/Leprosy/Japanese encephalitis
		48	ASHA Incentives (CSS)
		49	Family Planning Compensation Schemes (CSS)
		50	Janani Suraksha Yojana (CSS)
		51	Payments To Contractual Staff (CSS)
		52	Janani Shishu Suraksha Karyakram
		53	NIKSHAY - DOT Provider Honorarium
		54	NIKSHAY - TB Notification incentive for Private Sector
		55	NIKSHAY - Tribal TB Patients
15	Forest and Wild Life Department	56	Green India Mission National Afforestation Programme (CSS)
		57	Integrated Development Of Wild Life Habitats (CSS)
		58	Project Elephant (CSS)
		59	Project Tiger (CSS)
16	Urban Employment and Poverty Alleviation Department	60	STATE AND UT GRANTS UNDER PMAY URBAN (CSS)
		61	DAY NULM (CSS)
17	Department of Bal Vikas Evam Pushtahar	62	Umbrella ICDS-Aanganwadi Services-Supplementary Nutrition (CSS)
		63	Scheme for Adolescent Girls (CSS)
		64	National Creche Scheme-Honorarium to Workers (CSS)
		65	National Creche Scheme-Nutrition (CSS)
		66	Pradhan Mantri Matru Vandana Yojana (CSS)
		67	ICDS - Training Programme (CSS)
		68	Umbrella ICDS-Aanganwadi Services-Honorarium to AWW and AWH (CSS)
18	Agriculture	69	National Mission On Oil seeds And Oil Palm (CSS)

Sr.No.	Department	Sr.No	Scheme Name
	Department	70	Agriculture Technology Management Agency (ATMA)-Farmers (CSS)
		71	Agriculture Technology Management Agency (ATMA) - Extension Functionaries (CSS)
		72	Pradhan Mantri Krishi Sinchai Yojana (CSS)
		73	Mission For Integrated Development Of Horticulture (CSS)
		74	Sub Mission On Agriculture Mechanization (CSS)
		75	National Food Security Mission - NFSM (CSS)
		76	Sub-Mission On Seeds And Planting Material (CSS)
		77	Janpad Hamirpur mein Jaivik Kheti ke Vikas ki Yojana
		78	Pramanit Beejon par Anudaan
		79	Sankar Beejon ke Upyog ko Badhawa dene ki Yojana
		80	NABARD Sponsored Integrated Rain Water Management
		81	Vibhinn Paristhitik Sansadhanon dwara Keet Rog Niyantaran
		82	Prashikshit Krishi Udyami Swablamban Yojana
		83	Solar Photovalitic Irrigation Pump ki Sthapna par Anudaan ki Yojana
		84	Sprinkler Sinchai Pranali Vitran Yojana
		85	Vermi Compost Unit
		86	Mrida Swasthaya ka Sudrinikaran
		87	Mrida mein Sookshm Tatwa ki Kami ko Door Karne evam Bhoomi Sudhar hetu Zypsum Vitran
88	Pt. Deen Dayal Upadhyay Kisan Samridhhi Yojana		
19	Labour Department (UPBOC Board)	89	Child Benefit Scheme
		90	Maternity Benefit Scheme
		91	Girl Help Scheme
		92	Meritorious Student Scheme
		93	Sant Ravidas Education Support Scheme
		94	Residential School Plan
		95	Daughter Marriage Grant Scheme
		96	Skill Development Technical Upgradation and Certification Scheme
		97	Pension Scheme
		98	Critical Illness Assistance Scheme
		99	Disability Pension Scheme
		100	Construction Worker Unitary Assistance Scheme
		101	Construction Worker Death and Disability Assistance

Sr.No.	Department	Sr.No	Scheme Name
			Scheme
		102	Solar Energy Assistance Scheme
		103	House Assistance Scheme
		104	Medical Help Scheme
20	Directorate of Tribal Development (Social Welfare Department)	105	Pre-Matric Scholarship for ST Students
		106	Post-Matric Scholarship for ST Students
		107	Establishment of Ashram Schools in Tribal Areas
		108	Shadi Anudan Yojana
		109	Uniform & Bicycle Scheme
		110	Book Bank Scheme
		111	Scheme for implementation of the Protection of Civil Rights Act, 1955 and the Scheduled Castes and the Scheduled Tribes (Prevention of Atrocities) Act, 1989
21	Basic Education Department	112	Mid-Day Meal Scheme
22	Fisheries Department	113	National Scheme on Welfare of Fishermen
23	AYUSH Department	114	NATIONAL AYUSH MISSION
24	Panchayati Raj Department	115	Swachh Bharat Mission Gramin

Approximately 6 crore beneficiaries have been benefitted under various DBT schemes being implemented by Government Departments. The beneficiaries data may subject to increase or decrease.

2. Scope of Work

Application Software Requirements

1. The system should allow processing and forwarding of authentication requests in the format accepted by UIDAI (presently XML) between AUA application & CIDR and vice versa within reasonable round trip time mandated by UIDAI.
2. Application should support for secure/encrypted communication between ASA/AUA and CIDR as per UIDAI standards.
3. The authentication application platform must be forward compatible with any service and security standards proposed by UIDAI.
4. The system should be in compliance with UIDAI specifications and standards published from time to time.
5. All requests and responses should be logged. The logs shall capture details of

authentication transaction but not corresponding Personal Identity Information (PID).

6. The system should maintain a log and report for all transactions for audit purpose. Reporting of this module shall be integrated with the Dashboard Module.
7. There must be provision for digitally signing the Auth XML requests on behalf of AUA.
8. The Auth XML should append the AUA code along with the request. The Auth XML should be sent to ASA over the secured network. For the response that is received from ASA, should be forwarded to specific AUA/sub AUA from where the request originated.
9. The Aadhaar authentication should carry out the following Aadhaar Biometric Authentication:-
 - a. **The system should route all biometric authentication requests from registered departmental applications (AUAs or Sub-AUAs) to CIDR and back;**
 - b. **The system should implement Authentication API**
 - c. **The system should authenticate residents fingerprint and iris**
10. The Aadhaar authentication should carry out the following Aadhaar OTP Authentication:-
 - a. **The system should route all OTP authentication requests from registered departmental applications (Sub-AUAs) to CIDR and back**
 - b. **The system should implement OTP Authentication API**
 - c. **The system should authenticate residents with registered mobile numbers**
11. The system should handle Authentication API errors correctly.
12. The solution should have interface to search and filter the data of the Report.
13. The authentication module should support in establishing SSL connection between the communication systems.
14. The Solution should provide for future scalability of the whole system without major architectural changes.
15. Should support Web Interface.
16. The solution should be highly scalable and capable of delivering high performance as & when transaction volumes / users increases without compromising on the response time.
17. The application software platform for Aadhaar based Authentication and e-KYC services should be compatible with all the standard operating systems such as Windows, Linux, UNIX, etc. Major Software for ASA/KSA and AUA/KUA along with any auxiliary components such as Web Server, Application Server, Gateway Server, Load Balancer, etc must also be compatible / smoothly work with Windows, Linux, UNIX, etc.
18. The solution shall run on native browser with additional plug-ins that should be freely downloadable and should support at the minimum IE, Firefox Mozilla Google Chrome etc.
19. User Interface should require only standards compliant browsers with standard support for

JavaScript and HTML.

20. Should not require opening of any special protocols for connecting the user client to the web/application server. All communication should be on secured HTTPS.
21. The solution shall be supported on client with mobile based platform.
22. It should be possible to integrate/call/plug-in the ASA/AUA/KSA/KUA application as a module with other web-based applications.
23. The web based application should comply with Guidelines for Indian Government Websites (GIGW), W3C and WCAG 2.0 Level A.
24. Bidder solution should provide Web based API for performing Authentication and eKYC and the hosted API page should have support majority of the STQC Certified Fingerprint and Iris biometric devices and should have already implemented the solution integrated with STQC certified biometric devices of at least 3 different companies. The client side API should be available for Java, .NET and PHP Platform
25. The system should be able to accept the e-KYC requests from KUA/sub KUA. System should be able to route the e-KYC request to KSA. The response from CIDR has to be forwarded to the KUA/sub KUA. (This may include the e-KYC information or the error code.). The same has to be given back to the sub organization in a secured manner. The application should validate the e-KYC request coming from KUA/Sub KUA and should digitally sign the packet. The system should decrypt the KYC details provided by CIDR and shall forward the KYC details including his name, address, photograph DoB, etc. to the clients in a secured manner. The system should have error handling facility.

3. Additional responsibilities of Agency

1. Under the framework of the agreement, the agency would work together towards a mutually beneficial relationship wherein agency shall act as the deployment and implementation partner for the various projects undertaken or to be undertaken by various departments during the term of the agreement for Aadhaar based Authentication and e-KYC services.
2. Agency shall provide their expertise in delivering the various solutions. These shall include but not limited to the following:-
 - I. Aadhaar based authentication for any financial / non-financial transactions that require authentication.
 - II. Aadhaar based Authentication for various Governments to Citizen (G2C) services envisaged to be provided through various departments.
 - III. Aadhaar based Authentication for skill development programs undertaken by various government agencies.
 - IV. Aadhaar based Authentication for various schemes under Direct Benefit Transfer

(DBT).

- V. e-KYC services for providing government centric services like passport service, election services, public distribution schemes, disbursements and other government initiated welfare schemes.
- VI. For any other purpose that may relate to Aadhaar enabled service delivery.
- VII. For any other similar purposes that may envisage in future.

4. Responsibilities of Department

1. The Department shall be required to provide beneficiary data along with all required information (AADHAAR, etc) in the desired format. In case of demographic authentication data like beneficiary name, father's name, Date of birth, Pin code, gender etc shall be provided by the Department. However, the responsibility related to biometric authentication such as physical presence of the beneficiary, finger prints, retina iris, Mobile OTP shall lie with the Agencies.
2. The Department shall be required to sign the contract within 30 days with the selected Agencies upon notification of the successful bidders by UPLC/IT & Electronics Department.
3. The Department shall be invoiced by the selected Agency and hence shall be required to pay the Agency within 45 days of the receipt of invoice.
4. Under the framework of the agreement, the agency would work together towards a mutually beneficial relationship wherein agency shall act as the deployment and implementation partner for the various projects undertaken or to be undertaken by various departments during the term of the agreement for Aadhaar based Authentication and e-KYC services.
5. Agency shall provide their expertise in delivering the various solutions. These shall include but not limited to the following:-

2. Project Timeframe, Deliverable and Payment:

Table A : Payment Milestone

S. no	Payment Milestone	% of contract value
1.	Completion of seeding of 50% of the total Data provided by the Department	50%
2.	Completion of seeding of 100 % of the total Data provided by the Department	50%

Note: The financial quote shall take into account all expenses and tax liability including GST etc. The financial quote should include all remuneration for Agency personnel including travel, Lodging and Boarding.

Table B: Timelines

Timelines shall be as per the Department with mutual Agreement

SECTION IV: BIDDER'S ELIGIBILITY CRITERIA & METHOD OF SELECTION, EVALUATION PROCESS

- a) Bid should comprise of following sections:
 - 1. Qualification/Technical Bid
 - 2. Financial Bid
- b) Both the bids must be submitted separately on e-tender portal <http://etender.up.nic.in>. Prices should not be quoted in the Technical Bid. The prices should be quoted in the Financial Bid only.

1. Evaluation of Qualification/Technical Bids: -

- Constitution of Tender Evaluation Committee (TEC)
 - The evaluation of the e-bids shall be carried out by Tender Evaluation Committee (TEC), which shall be constituted by UP Electronics Corporation Limited. The TEC will evaluate the tenders in two stages i.e. Technical & Financial.
- Technical bids should be analyzed and evaluated by a Tender Evaluation Committee (TEC).
 Technical bids in the following conditions will be summarily rejected as being non responsive
 - Technical bids unsigned and incomplete, not responding to the TOR fully and properly and those with lesser validity than that prescribed in the RFP.

The Tender Evaluation Committee (TEC) shall evaluate the e-Bids for short listing, inter alia based on their past experience of handing similar type of projects, strength of their manpower and financial strength as detailed here under:

Qualification/Technical Criteria

S. no	Parameters	Supporting Documents
1.	The Bidder should have ASA/AUA/KUA license issued by UIDAI	License copy/Authorization letter
2.	The bidder should be a company which is registered under Companies Act/Partnership Act/LLP Act and have operation in India for the last three financial years. (2015-16, 2016-17, 2017-18).	<ul style="list-style-type: none"> • Certificate of incorporation • Memorandum of Association • Articles of Association • Invoice copy eliciting the operation
3.	The bidder should have average annual turnover of more than Rs. 5 Crores in the last three financial years in India. (2015-16, 2016-17, 2017-18)	<ul style="list-style-type: none"> • Audited Profit & loss statement • Balance Sheet • Statutory Auditor Certificate/CA certificate

S. no	Parameters	Supporting Documents
4.	The Bidder should not be blacklisted by the Government of Uttar Pradesh or any of its agencies for any reasons whatsoever and the bidder should not be blacklisted by Central / any other State/UT Government or its agencies or any multilateral agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices as on the bid submission due date. Bids of those Bidders against whom any Criminal Case is pending before Court of Competent Jurisdiction or who have been convicted by Court of Competent Jurisdiction shall not be considered.	<ul style="list-style-type: none"> • Undertaking from Authorised Signatory
5.	Should have experience of direct execution of project(s) involving data collection and electronic processing of data of at least 6 Crores consumers using one or more channels such as mobile, IVRS, QR/Bar code, web based applications, AADHAAR seeding, paper forms processing and data entry during the last 2 years	<ul style="list-style-type: none"> • Copy of Work Order / LOA / LOI / Client Certificate /Agreement / Completion Certificate
6.	The bidder should have experience in end-to-end implementation of at least 3 IT/ITeS based application project on different technology platforms involving uses of AADHAAR framework for UID authentication services & seeding services for any central/state Govt. departments or PSUs/state govt. recognized universities in India The projects executed must be in compliance with UIDAI framework & standards. The bidder should also have experience in Integrating & Maintaining UIDAI- Authentication User Agency (AUA) & KYC User Agency (KUA) a minimum of integration with 2 KUAs is required.	<ul style="list-style-type: none"> • Copy of Work Order / LOA / LOI / Client Certificate /Agreement / Completion Certificate
7.	The Bidder should have atleast 50 employees on its rolls.	<ul style="list-style-type: none"> • HR certificate countersigned by Authorized Signatory
8.	The Bidder should have GSTIND	<ul style="list-style-type: none"> • Copy
9.	The bidder should have submitted EMD & Tender fee	<ul style="list-style-type: none"> • Original
10.	The bidder should have positive Net worth in the last three financial Years 2016, 2017, 2018)	<ul style="list-style-type: none"> • Undertaking from Authorized signatory

The firms which will fulfil all of the above qualification/Technical criteria would be eligible for opening of Financial bid.

Any Deviation in the credentials provided by the Bidder shall not be considered for evaluation.

2. Evaluation of Financial eBids

- The financial eBids shall be opened by TEC of the firms which shall fulfill all the criteria mentioned in Qualification/technical criteria. The Bids shall be opened in presence of representative of the technically qualified Bidders who chooses to attend. The name of the Bidders and the proposed prices shall be read and recorded when the financial proposals are opened.
- The Bidders shall upload the Financials in the Financial bid section of the eTender portal. The total cost mentioned in the Financial bid shall be considered for evaluation. It is mandatory to furnish the cost against all the particulars failing which the proposal shall be liable to be rejected. A separate excel sheet of Financial bid format has also been published along with the RFP and shall have to be submitted on the eTender portal.
- If there are conditions attached to any financial eBids, which shall have bearing on the total cost, the Tender Evaluation Committee, will reject any such eBids as non-responsive financial proposal. However, if the TEC feels it necessary to seek clarifications on any financial proposals regarding Taxes, duties or any such matter, the TEC may do so by inviting responses in writing.
- The total cost will include all Taxes and duties for which the purchaser made payments to the bidder and other reimbursable expenses, such as Travel, Translation, report printing or expenses etc.

3. Award of Contract

Based on the proposal of the technically qualified bidder, the Lowest One (L-1) price shall be considered for contract. The first three Lowest Bidders will be considered as successful bidders provided L-2 & L-3 matches the L-1 rates. In case L2 or L3 refuses to match the L-1 rates, then the subsequent lowest Bidder (L-4, L-5, L-6.....) shall be asked to match the L-1 rates. Hence, the lowest 3 Bidders shall be considered as successful Bidders. The concerned Department shall award the work to one of these successful bidders on the L-1 rates.

4. Negotiations

There shall be no negotiations on fee quoted in financial proposal after award of project to the successful Bidders.

5. Contract Agreement

The Successful Bidder shall execute an Agreement (Format of Agreement is given in Annexure-VII) on Rs 100/- Non-Judicial stamp paper in the name of the Bidder bought in Uttar Pradesh only, with the concerned Department assigning the work to the successful

bidder .

6. Confidentiality

The selected Agency will treat as confidential all data and information about the purchaser obtained during the execution of its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of the Purchaser.

SECTION V – STANDARD TERMS AND CONDITIONS

Without limitation on the generality of this rule, Agency shall not be permitted to perform themselves directly or indirectly in totality or in part, by any of its associated company/Firm/society or any entity with business interest, any of the subsequent implementation job concerned with the Project, for which the contract has been awarded to the Agency.

1. **Application**

The proposal offer should contain all the work envisaged under the scope of work, Key points mentioned under and those proposals giving only part of the work would be rejected. Detailed scope of work is mentioned in Section-III.

2. **Conflict of Interest**

The Agency shall not receive any remuneration in connection with the assignment except as provided in the contract. The Agency and its affiliates shall not engage in activities that conflict with the interest of the client under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services” under the ongoing contract. The Agency should provide professional, objective and impartial advice and at all times hold the client’s interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Agency shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of the Employer. Without limitation on the generality of the foregoing, Agency shall not be hired, under the circumstances set forth below:

- a. Conflict between Agency activities and procurement of goods, works or services: A Agency concern that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall be disqualified from providing services related to those goods, works or services. Conversely, a Agency concern hired to provide its services for the preparation or implementation of a project, and each of its affiliates, shall be disqualified from subsequently providing goods, works or services for such preparation or implementation.
- b. Conflict among Agency assignments: Neither Agency (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Agency.
- c. Relationship with Employer's staff: Agency (including their personnel an sub-consultants) that have a business or family relationship with such member(s) of the Employees (UPLC) staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ;
 - (i) The preparation of the TOR of the contract,
 - (ii) The selection process for such contract, or
 - (iii) Supervision of such contract; may not be awarded a contract unless it is

established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of Agency work.

3. Unfair Competitive Advantage

Fairness and transparency in the selection process require that Agency or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the request for proposals and all information would be made available to all short listed Agency together.

4. Disclaimer clause

The Employer or any of its officers, employees, contractors, agents or advisers, subject to any law to the contrary, shall not be liable for any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Employer or any of its officers, employees, contractors, agents or advisers.

5. Disclosure of Interests and Links

The Bidders should also disclose whether the Bidder Company or any of its associated company/firm/society or any entity with business interest have any association or link in any manner with the Tender Evaluation Committee members or its family members of his/hers, associated this RFP. The bids of such bidders will not be considered.

6. Standards of Performance.

The Agency shall perform the services and carry out its obligations under the contract with due diligence efficiency and economy in accordance with generally accepted professional standards and practices. The Agency shall always act in respect of any matter relating to this contract as faithful advisor to the UPLC/Client Department. The Agency shall always support and safeguard the legitimate interests of the UPLC/Client Department in any dealings with the third party. The Agency shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Agency shall conform to the standards laid down in the RFP in totality.

7. Agency Personnel

- a) The Agency shall deploy and provide such qualified and experienced personnel as may be required to perform the services under the requirement of project. There are specialized domains of e-Governance and it is desirable from the Agency to deploy the domain/subject specialists, from time to time, who have adequate experience in the domain related with the project. The deployed resources should be dedicated in nature.
- b) Without the consent of UPLC/Client Department. No changes shall be made in the resources deployed on the project. If, for any reason beyond the reasonable

control of the Agency, as such retirement, resignation, death, Health incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Agency shall provide as a replacement a person of equivalent or better qualifications, with approval from the UPLC/ Client Department.

- c) Agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
- d) If the UPLC/Department requests to replace resource(s), then Agency shall be required to replace the resource(s) within 2 weeks from the date of request raised.

8. Applicable Law

Applicable Law means the laws and any other instrument having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Uttar Pradesh.

9. Assignment and Subcontracting

- a) Agency shall not assign or transfer this contract or part thereof to any other party without written consent of the UPLC/Department
- b) For the purpose of the liabilities under this Bid, the Bidder will be considered as a solely liable for delivery of all the components of the Bid and scope of work.

10. Intellectual Property Rights

No services covered under the Contract shall be sold or disposed by the Agency in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Agency shall be indemnify the UPLC/ Client Department from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Agency, the UPLC/ Department shall be defended in the defense of such proceedings.

11. Governing Language

The Contract shall be written in English Language. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English/Hindi.

12. Payment Terms

Payment shall be released to the Agency as per the terms and conditions of the contract awarded to the concerned Agency by Department and review of the progress in project.

13. Taxes

The Bidder may be subject to all applicable taxes (such as GST) on amounts payable by the Purchaser under the contract and applicable deductions such as TDS etc if any will be deducted from the amount payable to the Agency.

14. Termination of Contract

The Agency association with the Department will terminate in case of following conditions:

- a) The term of Contract expires.
- b) Performance is below expected level
- c) Non-adherence to the timelines of the project.
- d) Quality of work is not satisfactory and not acceptable.

15. Termination for Insolvency, Dissolution etc.

The Department may at any time terminate the Contract by giving written notice to the Agency, if the Agency becomes bankrupt or otherwise insolvent or in case of dissolution of company or winding up of company. In this event termination will be without compensation to the Agency, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Department.

16. Limitation of Liability

Limitation of Liability towards the Agency shall not exceed the contract value.

17. Arbitration

- a) Any Dispute or Difference whatsoever arising between the parties to the Agreement or relating to the Objective, meaning, scope, operation or effect of the Agreement or validity of the breach thereof, which cannot be resolved through negotiation process, shall be referred to the sole Arbitrator. Principal Secretary (Law), GoUP shall be the Arbitrator to both the parties. The provisions of Arbitration & Conciliation Act, 1996 shall apply. The Arbitration shall be held in Lucknow, India
- b) Subject to the above, the courts at Lucknow only shall have jurisdiction in this matter.

18. Fraud and Corruption

Under the policy of "U.P. Electronics Corporation Limited" policy, the Bidder, if selected shall have to observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Department:

- ❖ Defines, for the purposes of this provision, the terms set forth below as follows:
 - "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the "Department" and includes collusive practices amongst Agency (prior to or after submission of proposals), designed to establish prices at artificial, noncompetitive levels and to deprive the "Department" of the benefits of free and open competition.

- ❖ Will reject a proposal for award if it determines that the Agency recommended for award is/was engaged in corrupt / fraudulent / coercive activities in getting the contract in question;
- ❖ Will cancel the Agency contract if it at any time determines that its representatives are engaged in corrupt or fraudulent practices.
- ❖ Will declare a Agency ineligible, either indefinitely or for a stated period of time, to be awarded a “Department” contract if it at any time determines that the Agency has engaged in corrupt or fraudulent practices in getting or executing the “Department” contract;
- ❖ Will have the right to have them audited by auditors appointed by the “Department”
- ❖ Will cancel the contract if at any stage it comes to know that the selected Agency has any relation with any of the members of Tender Evaluation Committee (TEC) or the decision making authorities.

SECTION VI - TECHNICAL PROPOSAL SUBMISSION FORM

AGENCY GENERAL INFORMATION

S. No	Particulars	Description/Details	Reference Documents	Page No.
A	Name of Bidding company			
B	Contact Details			
	a. Address			
	b. Mobile/Telephone			
	c. Fax			
	d. email			
	e. Website			
C	Name of Managing Director / CEO			
D	Name, Designation & email of Authorized signatory			

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....

TEAM COMPOSITION AND TASK ASSIGNMENTS

Staff details:

S. No.	Name	Qualification	Position	Task

Project Experience Details

Assignment Name:		Country/State:	
Location within the Country:		Professional Staff Provided by the Agency:	
Name of Client:		No. of Staff:	
Address:			
Start date (Month / Year):	Completion date (Month / Year):	Approx. Value of Services (INR):	
Narrative description of project:			
Description of actual services provided by the staff:			

Notes:

- 1. Use separate sheet for each relevant Assignment.*
- 2. As a documentary evidence, attached a Copy of Work Order / Client Certificate / Agreement signed with the Client.*

Signature

In the capacity of

Duly authorized to sign proposal for and on behalf of

Date.....

Place.....

FORMAT OF CURRICULUM VITAE (CV) FOR KEY PROFESSIONAL STAFF

1.	Name				
2.	Proposed Position				
3.	Date of Birth				
4.	Years of experience				
5.	Nationality				
6.	Education				
	Degree (Specialization)		Institution		Year in which obtained
7.	Other Professional certification or training				
8.	Languages & degree of proficiency				
9.	Countries of Work Experience				
10.	Employment record (Starting with present position, list in reversed order) (Clearly distinguish your "employer" as an employee of the firm from a "client" for whom you have worked)				
	Employer	From	To	Position held and Description of duties	
11.	Detailed tasks handled (Domestic and International) :(Work undertaken that best illustrates capability to handle the work and tasks assigned)				
	Work Area	Tasks Handled	Project Details	Position Assigned	Start Year & Time spent
		(Exact duties rendered)	(Project name Organization Location)	(Project Manager / Team Leader/ Team Member / Expert)	
12.	Undertaking: I, the undersigned certify that to the best of my knowledge and belief, this bio data correctly describes the qualifications, and the experience of the proposed resource				
	Name & Signature (Authorized Representative)		Date of signing		

PROPOSAL SUBMISSION FORM

(ON BIDDERS LETTER HEAD)

To,
The Managing Director,
U.P. Electronics Corporation Limited,
10, Ashok Marg, Lucknow-226001

Ref: Submission of Proposal against Tender Reference No: **UPLC/UIDAI/AA/2018**)

Dear Sir,

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP reference No. **UPLC/UIDAI/AA/2018** for “**Selection of Agency for UIDAI AADHAAR based Authentication Services (AUA/ASA/KUA) in the state of Uttar Pradesh**” by the Uttar Pradesh Electronics Corporation Limited”, in full conformity with the said Tender document and our Technical proposal (Bid).

1. Our proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal.
2. We would like to declare that we the Bidder (of this Tender) Company or any of its associated company/Firm/society or any entity do not have any with business interest association or link in any manner with the Tender Evaluation Committee members or its family members of his/hers associated this Tender. We know that such bids will not be considered.
3. We would like to declare that we are not involved in litigation with, and we are not under a declaration of ineligibility by, any Central/State/UT Government in India for corrupt or fraudulent practices.
4. **We hereby declare that we have not been blacklisted by any State/Central/UT Government Deptt/Organization/ Institution.**
5. **We declare that we have not been charged with any fraudulent activities by any Central/State/UT Government Deptt /Organization/Institution.**
6. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will indulge in bribery or any prohibited acts and behavior and we shall be responsible for any such acts.
7. 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.”
8. We understand that UPLC is not bound to accept any or all bids received in response to this Tender.
9. We agree to abide by all the terms and conditions mentioned in the Request for Proposal ((eBid Reference no.: **UPLC/UIDAI/AA/2018**) for selection of Agency against this tender.
10. We agree to abide by all the terms and conditions of the Tender and also all the terms and conditions of the Contract that will be issued by UPLC in case we are selected as

Agency against this tender by the UPLC.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory: Seal of Bidder Company

FINANCIAL PROPOSAL SUBMISSION FORM (BOQ)

Ref: Submission of Proposal against your RFP Reference No. (***UPLC/UIDAI/AA/2018***) for
“Selection of Agency for UIDAI AADHAAR based Authentication Services (AUA/ASA/KUA) in the state of Uttar Pradesh”

Our detailed financial proposal is as follows:

Table –A

Name of Consultancy:		<i>Selection of Agency for UIDAI AADHAAR based Authentication Services (AUA/ASA/KUA) in the state of Uttar Pradesh</i>		
RFP Reference No:		UPLC/UIDAI/AA/2018		
S. No	Particulars	Basic Price (INR) [A]	Weightage [B]	Total Cost (INR) [A] * [B]
1	Per Transaction fee for Demographic Authentication		60%	
2	Per Transaction fee for Biometric Authentication		20%	
3	Per Transaction fee for Mobile OTP based Authentication		20%	
Total Cost (In Numbers)				
Total Cost (In Words)				

*** Separate Excel Sheet has been provided for submission of Financial Proposal Bid (BOQ) with the tender published on eTender Portal <https://etender.up.nic.in>.**

L-1 Shall be decided on the Total Cost (box marked in Red). In case of same score, preference will be given for the company with more turnover.

GST (As Applicable) will be payable extra.

FORMAT OF PROFORMA OF BANK GUARANTEE TOWARDS PERFORMANCE SECURITY

PERFORMANCE GUARANTEE

Ref No

Bank Guarantee No

Dated :

IN consideration of the Governor of Uttar Pradesh (hereinafter called "the Government") having agreed; to exempt (hereinafter called "the said Contractor(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 Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for_Rs..... (Rupees only) we, (indicate name of the Bank) (hereinafter referred to as "the Bank") at the request /contractor(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 Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (indicate 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 contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive 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 contractor(s) supplier(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 there under and the contractor(s) supplier(s) shall have no claim against us for making such payment.

4. We, (indicate name of the 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 filed office/ Department certifies that the terms and conditions of the said Agreement, have been fully and properly carried out by the said Contractor(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 name of the 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 contractor(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 Contractor(s) and to for bear 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 Contractor(s) or for any forbearance, act or commission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions, 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 Contractor(s)/Supplier(s).
7. We, (indicate name of the Bank) lastly undertake not to revoke this
8. guarantee during its currency except with the previous consent of the Government in writing.

Dated the _____ day of _____
for _____
(Indicate the name of Bank).

Instructions for furnishing Bank Guarantee

1. The Bank Guarantee by Indian Bidders will be given on non-judicial stamp paper as per stamp duty applicable at the place from where the purchase Agreement has been placed. The non-judicial stamp paper should be in name of the issuing bank.
2. The expiry date as mentioned in the RFP (RFP Ref. No. _____) should be arrived at by adding 30 days to the Agreement completion date unless otherwise specified in the Bidding documents.

The Bank Guarantee by Indian Bidders will be given from Scheduled Bank only. The Foreign Bidders will give Bank Guarantees from an Indian Bank situated in that country.

FORMAT OF AGREEMENT

(To be executed on an **On Non Judicial Stamp Paper of Rs 100/-** by the successful Bidder)

This agreement is made thisday of2018 at Lucknow between M/s.....(name of the Agency selected through the bidding process against the RFP (RFP Ref. No.)) for **“Selection of Agency for UIDAI AADHAAR based Authentication Services (AUA/ASA/KUA) in the state of Uttar Pradesh”** referred to as the “First Party”, which expression shall include his heirs, executors and administrators/their successors and (in short Department), referred to as the “Second Party”, throughLucknow, hereinafter include his successors and assignees.

That WHEREAS the First Party will provide consultancy services in accordance with all the terms and conditions contained in the Tender (RFP Ref. No.) and also the terms and conditions contained in the subsequent corrigendum and Work Order to be issued by the Second Party to First Party and the same shall be binding on the First Party and shall be the integral part of this agreement.

IN WITNESS THEREOF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THIS.....DAY OFTWO THOUSAND AND EIGHTEEN.

Authorized Signatory of
“First Party”

Signature:
Name and Address:

Witness for “First Party”
Signature:
Name & Address

Authorized Signatory of
“Second Party”

Signature:
Name & Address:

Witness for “Second Party”
Signature:
Name & Address: