



GOVERNMENT OF TAMIL NADU

Tamil Nadu e-Governance Agency (TNeGA)

**Request for Proposal for Selection of Service Provider for deployment and
maintenance of ASA/KSA services for Tamil Nadu e-Governance Agency,
Government of Tamil Nadu**

Technical Bid Document

Tender Ref No: TNeGA/OT/ASA-KSA/2021-2022

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Important Notice

This Tender (RFP) process is governed by The Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000 as amended from time to time.

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules 2000, the Act and Rules shall prevail.

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Letter of Undertaking

To

The Chief Executive Officer,
Tamil Nadu e-Governance Agency (TNeGA), 807,
P.T.Lee.Chengalvarayan Naicker Maaligai, Anna
Salai, Chennai - 600 002.

Sir,

Sub: Undertaking for participating in **Selection of Service Provider for deployment and maintenance of ASA/KSA services for Tamil Nadu e-Governance Agency, Government of Tamil Nadu** - Reg.

Ref: Tender Ref: **TNeGA/OT/ASA-KSA/2021-2022**

I/We do hereby submit my/our bid for the **Selection of Service Provider for deployment and maintenance of ASA/KSA services for Tamil Nadu e-Governance Agency, Government of Tamil Nadu** in accordance with the Terms and Conditions of this RFP.

I/We have examined the details of the tender and have carefully noted the conditions of contract and the specification with all the stipulations of which I/We agree to comply. I/We hereby undertake to complete the assigned tasks as **Selection of Service Provider for deployment and maintenance of ASA/KSA services for Tamil Nadu e-Governance Agency, Government of Tamil Nadu** at the places mentioned in the specification of all the articles within as per RFP & tender schedule from the date of communication of acceptance of my/our tender.

I/We further agree that the acceptance of this tender shall result in a valid and concluded contract binding on me/us the terms whereof shall be taken to be those mentioned in the form of agreement here to annexed notwithstanding the non-execution of the said agreement.

I/We hereby declare that I/We agree to do the various acts, deeds and things referred to herein including the condition relating to non-withdrawal of this tender above set out in consideration of the TNeGA and considering this my/our tender.

I/We.....hereby confirm that our Company was

not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We.....hereby confirm that our Company has not filed for bankruptcy during the last three years.

I/We.....hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We_____ certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

In case of violation of any of the conditions above, I/Weunderstand that I/We are liable to be blacklisted by TNeGA/Government of Tamil Nadu for a period of three years.

Note:

- 1) Declaration in the company's letter head should be submitted as per format given above
- 2) If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details should be provided.

List of Acronyms

Sl. No.	Acronym	Definition
1	API	Application Programme Interface
2	ASA	Authentication Service Agency
3	AUA	Authentication User Agency
4	CA	Certifying Authority
5	CCA	Controller of Certifying Authorities
6	CIDR	Central Identity Data Repository
7	EMD	Earnest Money Deposit
8	GoTN	Government of Tamil Nadu
9	KSA	eKYC Service Agency
10	KUA	KYC User Agency
11	KYC	Know Your Citizen
12	LOA	Letter of Acceptance
13	Meity	Ministry of Electronics and Information Technology
14	NeGD	National e-Governance Division
15	OTP	One Time Password
16	RA	Registration Authorities
17	RFP	Request for Proposal
18	SPOC	Single Point Of Contact
19	TNeGA	Tamil Nadu e-Governance Agency
20	UIDAI	Unique Identification Authority of India

1. Introduction

1.1 Tamil Nadu e-Governance Agency (TNeGA)

- a) Tamil Nadu e-Governance Agency (TNeGA) is responsible for driving all technology initiatives for the Government of Tamil Nadu. Its primary aim is to develop low cost, technology enabled scalable solutions to impact Governance in a significant way. It aims to create an inclusive, equitable, and universally accessible G2C service delivery mechanism for barrier free access to Governance. TNeGA offers IT solutions and consultancy services to Government departments for their technology needs. Tamil Nadu e-Governance Agency is functioning under the Information Technology Department, Government of Tamil Nadu.
- b) TNeGA invites bids for selecting an Agency to provide ASA/KSA services to TNeGA of Information Technology Department, Government of Tamil Nadu. The detailed scope of work for the services to be provided by the ESP is given in cl. 8 of this RFP.
- c) TNeGA invite bids from various established firms to design, develop and maintain software application for Tamil Nadu Text Book and Educational Service Corporation which shall serve as a platform for applicants to submit applications to avail the services of the department. The scope of work is detailed in cl. 8 and terms & conditions of this RFP.

2. Tender Schedule and Data Sheets

1	Tender inviting Authority, Designation and Address	Chief Executive Officer, Tamil Nadu e-Governance Agency, 807, P.T.Lee.ChengalvarayanNaickerMaaligai, Anna Salai, Chennai - 600 002. Tel No: +91-44-28521112
2	A) Name of the Work	Selection of Service Provider for deployment and maintenance of ASA/KSA services for Tamil Nadu e-Governance Agency, Government of Tamil Nadu
	B) Tender Ref No.	TNeGA/OT/ASA-KSA/2021-2022

3	Earnest Money Deposit	Rs.1,00,000/- (Rupees One Lakh only) should be paid through online mode.
4	Contract Period	3 years and extendable to 2 years on existing contract rates
5	Tender Document	The Tender document can be downloaded from the URL https://www.tnega.tn.gov.in/ https://tntenders.gov.in at FREE OF COST.
6	Mode of Submission	e-Submission through https://tntenders.gov.in Bids cannot be submitted after the due date and time.
7	Date and Place of Pre-Bid meeting	On 18.02.2022 @ 11:30 hours through online video conference and the link for the VC is https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDAzZmQ4ZmUtMDc5Zi00MzZiLTkzNzUtN2Y3ZDI3Y2NjZmI5%40thread.v2/0?context=%7b%22Tid%22%3a%2243ba7e2e-286a-4816-bcdc-53c0b403bc51%22%2c%22Oid%22%3a%223fc617d8-467a-4dcc-93a6-d5a55d8ccc38%22%7d
8	Due Date and Time for BidSubmission	On 04.03.2022 upto 16.00 hours
9	Date, Time and Place of Opening of Technical Bids	On 04.03.2022 at 16.30 hours
10	Date, Time and Place of Opening of Price Bids	Price Bid opening Date & Time will be communicated to Technically qualified bidders ONLY.

Note:

Neither the TNeGA nor their representatives are obligated to inform any bidders who have not qualified in any of the stages of bid process management

3. General Instructions

3.1. General

- a. The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Request for Proposal (RFP). Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- b. It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing legal situations for the execution of contract. TNeGA shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by TNeGA. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- d. The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e. It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- f. The Bidder shall make all arrangements as part of the contract to provide AUA/KUA services to the beneficiaries at various locations at their own cost and transport.
- g. The Bidder should be fully and completely responsible to TNeGA and Government of Tamil Nadu for all the deliveries and deliverables.
- h. The Bidder shall submit the scanned copy bid document (in .pdf) and corrigendum (if any) as an acceptance of the bid.

- i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

3.2. Clarifications to the RFP

A prospective Bidder requiring any clarification in the RFP may notified by E-mail to tenders.tnega@tn.gov.in or through online mode in <https://tntenders.gov.in> (Clarification Forum). Clarifications to the queries (if any) by the bidders and corrigendum's (if any) will be published in the websites <https://www.tnega.tn.gov.in>, <https://tntenders.gov.in>

3.3. Amendments to the Tender

- a) A Pre-bid meeting will be held for addressing the clarifications on the date and time mentioned in the Tender Data Sheet or any other date to be decided by TNeGA. The Bidders are requested to participate in the Pre-bid meeting and get the clarifications. The link for VC is given below:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDAzZmQ4ZmUtMDc5Zi00MzZiLTkzNzUtN2Y3ZDI3Y2NjZmI5%40threadd.v2/0?context=%7b%22Tid%22%3a%2243ba7e2e-286a-4816-bcdc-53c0b403bc51%22%2c%22Oid%22%3a%223fc617d8-467a-4dcc-93a6-d5a55d8ccc38%22%7d
- b) Before closing of the Tender, clarifications and corrigendum (if any) will be notified in the websites mentioned in the Tender Schedule. The Bidders shall periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. TNeGA will not make any individual communication and will in no way be responsible for any information missed out by the bidders.
- c) No clarifications would be offered within **48 hours** prior to the due date and time for submitting the Tender.
- d) Before the closing of the Tender, TNeGA may amend the Tender document as per requirements or wherever it feels that such amendments are absolutely necessary.
- e) Amendments also may be given in response to the queries by the prospective Bidder(s). Such amendments will be notified in the websites mentioned in the tender schedule. It is

bidder responsibility to keep checking the website for any changes or clarifications or corrigendum to the tender document.

- f) TNeGA at its discretion may or may not extend the due date and time for the submission of bids on account of any amendments.
- g) TNeGA is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder failure to update the Bid documents on changes announced through the website.

3.4. Language of the Bid

The bid prepared by the Bidder as well as all correspondences and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

3.5. Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

3.6. Contacting Tender Inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.7. Force Majeure

Neither the TNeGA/ASP nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond

their reasonable control such as:

- a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
- b) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- c) Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

3.8. Arbitration

In case of any dispute, the matter will be referred to a sole Arbitrator to be appointed by the CEO, Tamil Nadu e-Governance Agency (TNeGA) under the “Arbitration and Conciliation Act 1996”. The arbitrations shall be held in Chennai, Tamil Nadu, India and the language of arbitration shall be English. The Courts at Chennai alone shall have jurisdiction in the matter. Arbitration detailed in clause: 7.15.

4. Minimum Eligibility Criteria (MEC) and Technical Evaluation System (TES)

4.1 Minimum Eligibility Criteria

The Bidders should have the following MEC for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the MEC in the Technical Bid. **If a Bidder fails to enclose the documentary proof for MEC, their bid will be summarily rejected**

Sr. No.	MEC	Documents to be uploaded
4.1.1	The bidder should be a company registered/incorporated in India under Indian company Act, 1956 and must have 3 years of existence in India as on date of submission of bids.	Valid copy of the Certificate of Incorporation.
4.1.2	The bidder should have valid ASA/KSA license issued by UIDAI	License Copy/ Authorization Letter from UIDAI

4.1.3	The bidder should have an average annual turnover of at least Rs. 1.5 Crores in the last three financial years (2018-19, 2019-20 and 2020-21)	Audited and Certified Balance Sheet & Profit/Loss Account of last 3 Financial Years or certification from Chartered Accountants/ Auditors.
4.1.4	The Bidder should have successfully provided/ providing ASA/KSA services for at least two Central/State/UT government departments/PSU/Agencies/Banks with minimum 10,00,000 successful transactions in a day in one project during the FY 2019-20 or FY 2020-21	Work Order / Project Contract Document /Agreement along with Satisfactory Completion Certificate by the client with details of users.
4.1.5	The Bidder should have experience in working in Primary Data Centre and Secondary (DR) Data Centre.	Letter from the Client mentioning that the bidder is working in Primary Data Centre and Secondary (DR) Data Centre.
4.1.6	The Bidder should have at least one office in Chennai Tamil Nadu and preferably support centers/logistics for the entire state. If the Bidder is not having any office in Tamil Nadu, then bidder should submit a letter of undertaking to open an office in Chennai Tamil Nadu within 15 days from the date of issue of work order if he is awarded the work.	The copy of Property tax bill/Electricity Bill/Telephone Bill/G.S.T.-C.S.T. Registration/Lease agreement should be submitted as proof Or Undertaking Letter

The bidders who have submitted required documents and meet the eligibility criteria as mentioned above and as determined by the Tender Scrutiny Committee (TSC) shall only be eligible for further technical evaluation as per clause 4.2.

4.2 Technical Evaluation System

- a) The Bidders should enclose documentary evidence for fulfilling the following TES and the Tender Scrutiny Committee will evaluate the bids as per the criteria set below:

S. No	Criteria	Max. Marks	Evaluation Details
4.2.1	Bidder should have experience in Integrating & Maintaining UIDAI- Authentication Service Agency (ASA) & KYC Service Agency (KSA). A minimum of integration with 2 AUA/KUAs is required. Work Order / Project Contract Document / Agreement along with Satisfactory Completion Certificate by the client.	10	2 projects – 5 marks 3 or more projects – 10 marks
4.2.2	Bidder should have experience in providing ASA/KSA services to AUAs/KUAs using redundant link / MPLS link with 99.99% uptime. Work Order / Project Contract Document / Agreement along with Satisfactory Completion Certificate by the client.	20	1 project – 10 marks 2 projects – 20 marks
4.2.3	The Bidder should have successfully provided/ providing ASA/KSA services for Central/ State/UT government departments/ PSU/Agencies/Banks during the FY 2019-20 or FY 2020-21 Work Order / Project Contract Document / Agreement along with Satisfactory Completion Certificate by the client with details of transactions.	30	<ul style="list-style-type: none"> 10,00,000-20,00,000 successful transactions in a day in one project – 10 marks 20,00,000-30,00,000 successful transactions in a day in one project – 20 marks >30,00,000 successful transactions in a day in one project – 30 marks

4.2.4	Presentation on Implementation strategy and plan, solution architecture, O&M methods and procedures, help desk , Key Performance Indicators for O&M including helpdesk, Level Risks, Assumptions & proposed Mitigation	10	Technical documents to be uploaded and presentation to be made to the Committee
4.2.5	Demonstration of AUA/KUA Implementation	30	Demo to be made to the Committee
Total Marks		100	

Evaluation of technical proposal:

- a) Tender Scrutiny Committee (TSC) will evaluate whether all the requirements mentioned in the RFP are understood and addressed well.
- b) The bidder has to make a technical presentation & live demonstration (Cl.4.2.4 and Cl.4.2.5) to the TSC.
- c) To declare a bidder as technically qualified, the bidder has to score a minimum of 75 marks based on the above said cl.4.2 – TES and financial bids of those bidders who score 75 or above in the TES shall only be opened.

5 Bid Preparation and Submission

5.1 Cost of Bidding

The Bidder should bear all costs associated with the preparation and submission of Bids. TNeGA will in no way be responsible or liable for these charges/costs incurred regardless of the conduct or outcome of the bidding process.

5.2 Earnest Money Deposit (EMD)

- a. An EMD amount as specified in the Tender Schedule should be paid through ONLINE mode.
- b. The EMD of the unsuccessful Bidders will be auto-refunded to their bank account within a reasonable time in consistent with the rules and regulations in this behalf. The EMD amount held by TNeGA till it is refunded to the unsuccessful Bidders will not earn any interest thereof.
- c. The EMD amount of the Successful Bidder shall be converted as part of the Security Deposit(SD) for successful execution of the work and will be returned only after the successful fulfillment of the Contract.
- d. The EMD amount will be forfeited by TNeGA, if the Bidder withdraws the bid during the

period of its validity specified in the tender or if the Successful Bidder fails to sign the contract or the Successful in Bidder fails to remit Security Deposit within the respective due dates.

5.3 Letter of Authorization

A letter of authorization from the Board of Directors / appropriate authority authorizing the Tender submitting authority or a Power of Attorney should be submitted in the tender; otherwise the Bids will be summarily rejected.

5.4 Two Part Bidding

Bidders should examine all Instructions, Terms and Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidders risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be non-responsive and will be rejected.

5.4.1. Technical Bid

The first part relates to Technical Bid submitting all the required details and documents complying with all the eligibility conditions and the other tender conditions/instructions as well as the statement of compliance consisting of the following.

- a) A Letter of Undertaking (as per the format given in this RFP) in company's letter head in pdf
- b) This Technical Bid document and corrigendum if any
- c) Copy of supporting documents for MEC (4.1) and TES (4.2) as .rar file (Zipped) have to be submitted.

5.4.2. Financial Bid (Price Bid)

Second part relates to Price Bid which should be submitted in the **Bill of Quotation (BoQ)** as given in the Tender.

- a. The price/rate quoted by the Bidder in the price Bid should be the cost of AUA/KUA Services and no other charges will be allowed by the TNeGA other than the rate quoted for the contract period. GST will be payable extra at the prevailing rates as per Government Rules if applicable. Applicable. Statutory deductions will be deducted from

the payment.

- b. The Price quoted should include all the costs involved for user licenses, features, software subscription and maintenance of the Hardware, updation and upgradation of all software during the tenure. All fixed costs (Registration, Integration, Implementation, License cost of the software components deployed in the AUA/KUA infrastructure) and variable costs (Subscription and Maintenance cost which includes patches, updates and remote technical support for AUA/KUA services) has to be factored in the quote for per transaction fee. The price quoted shall be firm and binding without escalation whatsoever.
- c. Bill of Quotation (BoQ) should not contain any conditional offers or variation clause, otherwise the Bids will be summarily rejected.
- d. The Prices quoted shall be only in INDIAN RUPEES (INR) only. The tender is liable for rejection if BoQ contains conditional offers.
- e. The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India. The Bidders should particularly take note of this factor before submitting the Bids.

5.4.3. Details of the Documentary proofs to be uploaded in portal

Letter of Undertaking		Upload Format
A Letter of Undertaking in company's letterhead as per the format given in this RFP	1	PDF (Max 2 MB)
Technical Bid		Upload Format
This Technical Bid document and corrigendum if any	1	PDF (Max 2 MB)
MEC (4.1)		Upload Format
1	Copy of documentary proof for clause 4.1.1 as PDF	

2	Copy of documentary proof for clause 4.1.2 as PDF	6	RAR (WinRAR) (Max 20 MB)
3	Copy of documentary proof for clause 4.1.3 as PDF		
4	Copy of documentary proof for clause 4.1.4 as PDF		
5	Copy of documentary proof for clause 4.1.5 as PDF		
6	Copy of documentary proof for clause 4.1.6 as PDF		
TES (4.2)			Upload Format
1	Copy of documentary proof for clause 4.2.1 as PDF	5	RAR (WinRAR) (Max 20 MB)
2	Copy of documentary proof for clause 4.2.2 as PDF		
3	Copy of documentary proof for clause 4.2.3 as PDF		
4	Copy of documentary proof for clause 4.2.4 as PDF		
5	Copy of documentary proof for clause 4.2.5 as PDF		
Financial Bid			Upload Format
Bill of Quotation (BoQ) – Price bid		1	.XLS
Total		14	

Note: Under Technical bid = 13 documents

Under Price bid = 1 document (pre-defined template)

5.5 Bid closing date and time

Bids cannot be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence bidders should be cautious to submit the Bids well in advance to avoid disappointments.

5.6 Online Submission of Bids - <https://tntenders.gov.in>

Bidder should read all the terms and conditions and accept the same to proceed further to submit bids. Tendering system will give a successful bid update message after uploading all the bid documents submitted. A print out of Bid Submission Confirmation showing the bid number, the date and time of submission of the bid with all other relevant details can be taken from the website and kept as an acknowledgement for submission of bid. This acknowledgement will act as a proof of bid

submission.

The bidders can resubmit the bid as many times as possible till the closing time of the bid submission.

Withdrawal of the bid is also possible before the closing time of the bid submission.

The time settings fixed in the server and displayed at the top of the tender site, will be valid for all actions of bid submission, bid opening etc., in E-Tender system.

6 Tender Opening and Evaluation

6.1 Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule or in the Corrigendum issued by TNeGA (if any).

NOTE: If the date fixed for opening of the tender happens to be a Government holiday, the e-tender will be opened on the next Working day at the time specified in the Tender Schedule.

6.2 Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 90 days from the date of opening of the Tender.

6.3 Initial Scrutiny

Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive. If Tenders are;

- i. received without the Letter of Authorization
- ii. received without EMD amount
- iii. found with suppression of details
- iv. with incomplete information, subjective, conditional offers and partial offers
- v. submitted without support documents as per the Eligibility Criteria and Evaluation Criteria
- vi. non-compliance of any of the clauses stipulated in the Tender
- vii. lesser validity period

All responsive Bids will be considered for further evaluation. The decision of TNeGA/Government will be final in this regard.

6.4 Clarifications

When deemed necessary, TNeGA shall seek bona-fide clarifications on any aspect from the Bidder ONLY through <https://tntenders.gov.in> (online mode) under Short Fall of Documents sections in e-tender portal. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, TNeGA may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder failed to comply with therequirements of TNeGA as stated above, such Bids may at the discretion of TNeGA, shall be rejected as technically non-responsive.

6.5 Tender Evaluation

6.5.1. Suppression of facts and misleading information

- a) During the Bid evaluation, if any suppression or misrepresentation is brought to the notice of TNeGA, TNeGA shall have the right to reject the Bid and if after selection, TNeGA would terminate the contract, as the case may be. Termination of the contract will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.
- b) Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, TNeGA shall have the right to seek the correct facts and figures or reject such Bids.
- c) It is up to the Bidders to submit the full copies of the proof documents to meet out the Eligibility Criteria. Otherwise, TNeGA at its discretion may or may not consider such documents.
- d) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

6.5.2. Technical Bid Evaluation

Minimum Eligibility Criteria:

- a) TSC will examine the technical bids as per Cl.4.1 MEC given in the Tender document. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible

Bidders satisfying all the criteria in cl. 4.1 alone will be considered for further evaluation as per TES (cl.4.2). The decision of TNeGA will be final in this regard.

Technical Evaluation System:

TSC will examine the bids as per clause 4.2 TES based on the documentary evidence enclosed by bidder in the Technical Bid. The bidder shall be informed to make a presentation to TSC as stated in cl.4.2. If the bidder fails to demonstrate their bid will be summarily rejected. Minimum marks to be scored by the bidders in the TES is 75 (seventy five) out of 100, so as to declare the bid as technically qualified. Bidders who score 75 and above marks in the TES as per cl. 4.2 above shall be deemed technically qualified and financial bids of those bidders only will be opened.

6.5.3. Price Bid Evaluations

- a) Bidders should fill price quote details ONLY in Bill of Quotation (BoQ).
- b) All the taxes indicated in the Price Bid will be taken for the Price Bid evaluation as per the Tamil Nadu Transparency in Tender Rules 2000 with latest amendments.
- c) The Bidders should quote for all the items. Failure to submit the price for all the items or partial offer will be liable for rejection of the bid itself. The decision of TNeGA will be the final.
- d) The bidder has to quote the rates for the price discovery – additional services items (bandwidth cost for 50 MBPS and 100 MBPS) also. However, the rates quoted by the bidder in the price discovery shall not constitute the bid price.
- e) The bidder who satisfied the MEC (4.1), scored 75 or more out of 100 in TES (4.2) and has quoted the lowest rate (Total bid Price) in the financial bid (price bid) BoQ will be declared as successful bidder (L1).

6.6 Negotiations

Negotiations will be conducted with the Successful (L1) Bidder for improvement in the Scope of Work, Specification, further reduction in item rates in the bid price as well for rates quoted for price discovery and advancement of delivery schedule.

6.7 Award of Contract (through <https://tntenders.gov.in>)

Award of Contract shall be issued online through <https://tntenders.gov.in>.

This Software requirement order will be placed on Successful (L1) Bidder. If the Successful bidder could not show the Progress, then other Bidders may be considered who have agreed to match L1 rate, as per the provisions of Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 and Terms & Conditions of Tender.

No dispute can be raised by any Bidder who's Bid has been rejected and no claims will be entertained or paid on this account.

6.8 TNeGA reserves the right to:

- a) Negotiate with Successful (L1) Bidder whose offer is the lowest evaluated price (Total bid Price) for further reduction of prices in item rates and price discovery rates.
- b) Insist on quality
- c) Modify, reduce or increase the quantity requirements to an extent of tendered quantity as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000.
- d) Change the list of locations from time to time based upon the requirement.
- e) If Performance of the Bidder is not as per the Tender Schedule, then reserves the right to reallocate the quantity to other Bidder/Bidders.
- f) Reserves its right to inspect the Bidders' Premises/Company before or after placement of orders and based on the inspection, reserves a right to modify the quantity ordered.
- g) Reserves its right to withhold any amount for the deficiency in Quality/Service aspect of the ordered items supplied to the customers.

7 Execution Work

7.1 Payment of Security Deposit (SD)

The successful Bidder will be required to remit a **Security Deposit (SD) of Rs. 5,00,000 (Rupees Five Lakhs Only)** by way of **Demand Draft or Banker's Cheque** payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period of 39 months from the date of acceptance of the tender on receipt of confirmation from TNeGA. **The SD shall be paid within 10 days from the date of issue Letter of Acceptance (LOA) by TNeGA.** The SD furnished by the Successful Bidder in respect of the tender will be returned to them after successful fulfillment of work. The Security Deposit will be refunded to the Successful Bidder only after successful completion of

Contract Period. The Security Deposit held by TNeGA till it is refunded to the Successful Bidder will not earn any interest thereof.

The EMD/Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

7.2 Execution of Contract

- a) The Successful Bidder should execute a Contract in the INR 100 non-judicial Stamp Paper bought in Tamil Nadu only in the name of the Bidder within 10 working days from the date of Letter of Acceptance issued by TNeGA with such changes/modifications as may be indicated by TNeGA at the time of execution on receipt of confirmation from TNeGA.
- b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of TNeGA. TNeGA reserves its right to cancel the purchase order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement within the stipulated period of 10 days, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.
- d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of TNeGA and also TNeGA have the right to recover any consequential losses from the Successful Bidder.

7.3 Release of Work Order

After payment of Security Deposit and execution of the Contract, TNeGA will issue the Work Orders to the Successful Bidder.

7.4 Refund of EMD

The EMD amount paid by the Successful Bidder will be adjusted towards Security Deposit payable by them. If the Successful Bidder submits Security Deposit for the stipulated value in full by way of

Cash/Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be auto-refunded upon finalization and issue of Work Order to the Successful Bidder.

7.5 Forfeiture of EMD and SD

- a) If the successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited.
- b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to TNeGA and the tender will be held void.
- c) If the Successful Bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by TNeGA.

7.6 Termination of Contract

7.6.1 Termination for default

- a) TNeGA may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the service within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by TNeGA; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful TNeGA, in the judgment of TNeGA, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event TNeGA terminates the Contract in whole or in part, TNeGA may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to TNeGA for any additional costs for such similar goods and service. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

7.6.2 Termination for Insolvency

TNeGA may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this

event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TNeGA.

7.6.3 Termination for Convenience

TNeGA may by written notice, with a notice period of 15 days sent to the Successful Bidder, TNeGA may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for TNeGA's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the successful Bidder is not entitled to any compensation whatsoever.

7.7 Execution of Work Order

The Successful Bidder should nominate and intimate TNeGA, a Project Lead who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Project Lead fully familiarizes with the Tender Conditions, Scope of Work and deliverables.

7.8 Assigning of Tender whole or in part

The successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof, without the written consent of TNeGA.

7.9 Liquidated Damages (LD)

(1) The Bidder must strictly adhere to the implementation schedule, specified in the RFP and Work order issued by TNeGA to the successful Bidder for performance of the obligations arising out of the Work order and any delay will enable TNeGA to resort to any or both of the following:

- a) Claim liquidated damages at 0.5% of the value of monthly payment for delayed performance per week of such delay and the Maximum LD applicable is 10%. However LD clause will not be applicable if the delay is not due to issues related to the vendor.
- b) The dashboard (web based utility) as defined in cl. 8.3.3 of this RFP should be made available

to TNeGA within 15 days of signing of agreement. In case of any failure in this regard or if the dashboard is not delivered within 15 days, a penalty of Rs.1,000/- per week shall be levied to the successful bidder and additional 15 days will be provided to the successful bidder. If the dashboard is not ready even after 30 days of signing of agreement, the contract will be terminated. The performance security furnished by the successful bidder shall be forfeited and the selected agency would be blacklisted from participation for any of the tenders for AUA/KUA services.

- c) In case of the termination of the contract by TNeGA due to non- performance of the obligations arising out of the purchase order, the Earnest Money Deposit / Security Deposit will be forfeited.

In addition, TNeGA reserves the right to award the work to any other party / parties and the loss / expenses incurred thereafter will be recovered from the Successful Bidder.

(2) Penalty will be levied if the Assigned work has not been completed in full within the stipulated period subject to Force Majeure conditions.

(3) The Tender Schedule enclosures, the detailed final offer of the Successful Bidder and the purchase orders will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

(4) Not with standing anything contained in the penalty clause, TNeGA reserves the right to blacklist the Successful

Bidder from taking part in any of the procurement operations of TNeGA for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties. Such bidders would be automatically banned for 3 years from taking part in TNeGA's Tenders.

7.10 Penalty for Non-Fulfillment of Tender

A penalty will be levied at the rate specified in the Agreement Format in the event of non-fulfillment or non- observance of any of the conditions and SLA stipulated in the Agreement, Terms and

Conditions and Work Order.

7.11 Other Conditions

- a) The final decision would be based on the technical capacity and pricing of the Bidder. TNeGA does not bind itself in selecting the Bidder offering lowest prices.
- b) TNeGA reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of TNeGA for good and sufficient reasons.

7.12 Arbitration and Jurisdiction

- a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the CEO, TNeGA.
- b) If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the CEO, TNeGA. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same.
- c) It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
- d) It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.
- e) The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- f) The venue of the arbitration shall be Chennai and language English. The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- g) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.
- h) Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

8 Background

8.1 Introduction

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 identity information available with it. UIDAI confirms the identity or otherwise based on the information available with UIDAI. There are two types of authentication services provided by UIDAI, 1) AUA (response will be Yes/No from UIDAI and 2) KUA (will provide limited information for the successful authentication).

The Aadhaar Authentication system supports the following Authentication types:

1. Biometric Authentication
 - a. Fingerprint Authentication
 - b. IRIS Authentication
2. OTP Authentication
3. Demographic Authentication.
4. Multi-factor Authentication

8.2 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.

Tamil Nadu e-Governance agency (TNeGA) as AUA/KUA in the UIDAI ecosystem wishes to provide the services to all the departments of State of Tamil Nadu. In this regard TNeGA desires to engage an experienced ASA to process authentication data packets of TNeGA to establish end to end connectivity with UIDAI and to handle all activities associated with ASA of UIDAI to carry out authentication services for development, testing and production environments.

The selected Agency is expected to start with the step of understanding of the functionality offered by UIDAI for Aadhaar authentication and thereof analyze the requirements and direction to define the Aadhaar implementation scope for TNeGA to provide ASA/KSA services to TNeGA.

The Key milestone outcomes of the engagement include the following:

- i. Server application deployment for all 3 applications.
- ii. Device applications deployment.
- iii. End to end testing with UIDAI pre-production environment
- iv. Implementation of MIS reports
- v. Implementing fraud control and fraud monitoring systems
- vi. End to end testing with UIDAI production environment before roll out of the service to endcustomers Production Release
- vii. Transactions Operations Management
- viii. Facilitate the process for audit and security specifications
- ix. Ensure Inclusion and Avoid Service Disruption
- x. All the applications should be at par with the latest upgrades and compliance of UIDAI.
- xi. Providing Dashboard

8.3 Scope of Work

8.3.1. System Requirements:

1. ASA should be empanelled with UIDAI and be connected with UIDAI's Central IdentitiesData Repository (CIDR) through dedicated network links for providing secure and prompt authentication service.
2. ASA should appoint persons who possess requisite qualifications for undertaking

maintenance of necessary systems, infrastructure, processes, etc.,

3. System should allow forwarding of authentication requests in the format accepted by UIDAI between AUA application & CIDR and vice versa within reasonable round trip time mandated by UIDAI.
4. System should perform basic compliance and completeness checks on the authentication data packet before forwarding it to CIDR.
5. ASA shall send data received from TNeGA to UIDAI and vice versa without any modification and if the packet received from TNeGA /UIDAI is corrupted or time out occurred ASA will send the error codes as defined to TNeGA.
6. ASA shall ensure uptime of maximum 99.99% for its authentication services as well as connectivity with CIDR and TNeGA (AUA/KUA)
7. ASA should provide scalable infrastructure that can be updated in future without affecting ongoing transactions. The system should be highly scalable and capable of delivering high performance as & when transaction volumes/users increases without compromising on the response time.
8. ASA should provide client portal for transaction monitoring.
9. ASA should ensure that its operations are audited by an information systems auditor certified by a recognized body on an annual basis and should ensure the services in compliance with the policies, processes, procedures, standards, or specifications, issued by UIDAI in this regard,

from time to time.

10. ASA shall maintain logs of the authentication transactions processed in compliance with the with the policies, processes, procedures, standards, or specifications, issued by UIDAI in this regard, from time to time. The logs shall capture details of Authentication transaction but not corresponding Personal Identity Information (PID).
11. ASA should provide full co-operation with UIDAI & TNeGA for audits of the operations, infrastructure, systems and procedures.
12. ASA shall have their servers used for routing Aadhaar authentication request to CIDR to be located within data centres located in India.

9 Contract Period & implementation timelines

Contract for the said services shall remain in force for a period of 3 years from the date of issue of work order/commissioning and the quoted prices shall be valid for the period of 3 years on satisfactory performance of successful bidder. TNeGA may extend the contract for further period of 2 years on mutual consent with the existing rates.

9.1 Implementation Timeline

On the basis of request received by the Government Departments/PSUs/Agencies, TNeGA will release work order to the selected agency (L1 Bidder). The selected agency must complete or implementing assigned task (i.e. providing ASA services) within 15 days from the date of issue of work order. If the implementation is delayed beyond 15 days from the date of issue of work order, liquidated damages/ penalty as defined in cl. 7.12 and 10 of RFP shall be imposed.

10 SLA Monitoring and Warranty

Successful bidder shall ensure that services are available-100% of time and end users are always able to get the results conveniently. The Service Provider should ensure 100% data recovery in the event of System crash at any point during the project period.

Measurement			Target	Penalty
Application & Service Availability.			=100%	1% of the monthly payment for every 2 hours of downtime at a stretch or in parts.
Type of Incident	Resolution time	Penalty		
Critical (P1)	T	No Penalty		
For critical the resolution time shall be	T1 = T+2 hours	0.05% of the monthly payment for every		
mutually agreed by the department and the service provider at the time of award of contract. T shall be the agreed resolution time which is less than 30 minutes.		unresolved call		
	T2 = T1+2 hours	1% of the monthly payment for every unresolved call		
	> T2	2% of the monthly payment for every unresolved call		
Medium (P2)	1 hour from the time of incident logged at the helpdesk	No penalty		
	> 1 hour and < = 2 hours	0.05% of the monthly payment for every unresolved call		
	> 2 hours	1% of the monthly payment for every unresolved call		

Low (P3)	<= 2 hours from time of response logged.	No Penalty		
	> 2 hours and < = 4hours	0.01% of the monthly payment for every unresolved call		
	> 4 days	0.05% of the monthly payment for every unresolved call		
Downtime required for maintenance, new initiatives undertaken by service provider or for performance enhancement measures shall not be considered while calculating application availability.				1% of the monthly payment for every subsequent hour of downtime at a stretch or in parts for total down time more than 10 hours

11 Variation of Scope – Change Requests

TNeGA shall have full-undisputed discretionary rights to add or reduce the scope of work/area of interest as per its requirements and Bidder will have to comply accordingly. Any time during the contract period, TNeGA may modify its business process/workflow as per its requirements and bidder will have to comply with it without any adverse commercial implication. Change requests shall be considered only up to 25% of the contract value for any increase in scope of work.

12 Project Deliverables, Review and Monitoring

The Identified Agency shall prepare all necessary documentation for the work assigned, and provide them to TNeGA for review, approval, record, reference etc as mentioned in this RFP. Some of the documents (but not limited to) to be provided include

- Project Implementation Strategy
- Operations and Management Approach
- Implementation strategy
- Risk analysis & Cost- Benefit analysis
- Implementation approach
- Team structure
- Monitoring & Evaluation criteria
- Key Performance Indicators

On submission & certification of Project deliverables to the nodal officer nominated by TNeGA, payments to the consultancy agency shall be processed.

TNeGA hold scheduled review meeting and the Successful Bidder should report the progress, adhere to the decisions made during the review meeting.

The Successful bidder should submit the monthly transaction report and compliance report to TNeGA as per clause 8.3 of RFP.

13 IPR &Exit Clause

13.1 Confidentiality and Intellectual Property Rights (IPR)

a. Confidentiality

- i. The successful bidder must maintain absolute confidentiality of the documents/ maps/ tools collected in any form including electronic media and any other data/information provided to him for the execution of the work.

- ii. The bidder should not use the Project data for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.
- iii. The Bidder must remove/ destroy the entire data from his custody after completion of the contractperiod. If at any stage it is found that the bidder is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.
- iv. Bidder shall not disclose to any one, any information marked as confidential and communicatedor made available or accessible by the firm during execution of the work.

b. Use of documents and Information

- i. The bidder shall not, without prior written consent from the TNeGA disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan,drawing, pattern, sample or information furnished by or on behalf of the Department inconnection therewith, to any person other than a person employed by the bidder in theperformance of the contract. Disclosure to any such employed person shall be made in confidenceand shall extend only as far as may be necessary for purposes of such performance.
- ii. The bidder shall not, without prior written consent of TNeGA, make use of any document or information made available for the project, except for purposes of performing the Contract.

c. Obligations

- i. The identified agency should undertake to submit that the solution proposed represents a complete, integrated solution meeting TNeGA's requirement and will provide the functionality and performance, as per the terms and conditions and SLAs under the contract.

- d. TNeGA will be the full license holder of the products deployed by the bidder till the contractsexist. However the ownership of the source code lies with service provider itself. .

14 Payment Terms

- a) No advance payment will be paid.
- b) The payment (ASA charges for AUA and e-KYC) shall be released to the Successful bidder on a monthly basis considering and evaluating the monthly report. The Identified agency in coordination with TNeGA shall compile and arrive at the no. of transactions in a month and based on the same, The ASA has to submit invoice every month to TNeGA for release of payment.
- c) The bandwidth cost shall be released to the successful bidder on yearly basis.
- d) The successful agency has to comply with all Service Level Agreements (SLAs) defined by UIDAI & TNeGA to ensure adherence to project timelines, quality and availability of services. Non-compliance with the SLA attracts penalty.
- e) Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the current Income-Tax Act/ Applicable Law.. Payment shall be made in Indian Rupees (INR) only.
- f) Any payment due to the successful bidder will be released within 30 days from the date of receipt of Bills along with acceptance from TNeGA.
- g) The Taxes as applicable during the contract period as specified in the Tender will be paid by TNeGA. In case, the Taxes have been reduced retrospectively, the successful bidder shall be liable to return the same to TNeGA.
- h) The successful bidder shall have full and exclusive liability for payment of all Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc., now or hereafter imposed to the respective statutory authorities. TNeGA not be responsible or liable for default on payment of taxes to the statutory authorities.

15 APPENDIX – I: Bank Guarantee Format

(To be executed in Rs.100/- Stamp Paper)

To
The Chief Executive Officer,
Tamilnadu e-Governance
Agency,
807,2nd floor, PT Lee Chengalvarayan Naicker
Building,Anna Salai,
Chennai – 600002

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgment of claim:

This Deed of Guarantee executed by (Bankers Name & Address) having our Head Office at(address) (hereinafter referred to as “the Bank”) in favor of CEO, TNeGA, registered under Societies Act and wholly owned by Government of Tamil Nadu and having its Registered office at No.807, 2nd Floor, PT Lee Chengalvarayan Naicker Building, Anna Salai, Chennai- 600 002 (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs._____/-(Rupees_____Only) as per the request of M/s._having its office address at_____ (hereinafter referred to as “Successful Bidder”) against Letter of Acceptance reference_____dated_/___/ of M/s. Tamil Nadu e-Governance Agency towards Selection of Service Provider for deployment and maintenance of ASA/KSA services for Tamil Nadu e-Governance Agency , Government of Tamil Nadu. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs.____/-(Rupees____Only) and the guarantee shall remain in full force upto ___ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under

the Guarantee served on the Bank before _ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Successful Bidder shall furnish you with a Bank Guarantee by a Scheduled / Nationalized Bank for the sum specified therein as security for compliance with the Successful Bidder performance obligations for a period in accordance with the contract.

AND WHEREAS we have agreed to give the Successful Bidder a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to

you on behalf of the Successful Bidder up to a total of Rs. ___/- (Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs. _____/- (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Successful Bidder.

This Guarantee is valid until months from the date of Bank Guarantee. Notwithstanding, anything contained herein, our liability under this guarantee shall not exceed Rs. ___/- (Rupees _____ Only). This Bank Guarantee shall be valid up to _ months from the date of Bank guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this.....at

Witness:

(Signature

)

(Name in Block Letters)

16 APPENDIX – II: Model Form of Contract

(To be executed on a Rs. 100/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder) **(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)**

This **contract agreement** is made on the *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

Between

*[insert: **Name of Client**]*, (hereinafter called “the Client”), and

*[insert: **name of the bidder**]*, (hereinafter called “the bidder”).

Whereas the Client desires for **identification of Agency for** Deployment and Maintenance of ASA/KSA services for Tamil Nadu e-Governance Agency , Government of Tamil Nadu and submit all deliverables and have agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

Article 1 - Contract Documents

Contract Documents

The following documents shall constitute the Contract between the MD, TNeGA and the Firm, and each shall be read and construed as an integral part of the Contract:

This Contract Agreement and the Appendices attached to the Contract Agreement. Notification of Award

The Bid and Price Schedules submitted by the bidder

Special Conditions of Contract

General Conditions of

Contract

Pre-bid conference minutes.

Bid document with modification if any

Any other documents

Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

Definitions (Reference GCC Clause 1)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2 - Contract Price and Terms of Payment

Contract Price

The Client hereby agrees to pay to the bidder as amount of

Rs.Xxxx/- for the items mentioned in the Commercial Form. The Contract Price in consideration of the performance by the bidder of its obligations under the Contract.

Article 3 - Effective Date for Determining Time for Operational Acceptance

Effective Date

The time allowed for execution, delivering deliverables and Acceptance of the same should be determined from the date when all of the following conditions have been fulfilled:

This Contract Agreement has been duly executed for and on behalf of the Client and the bidder; The bidder has submitted to the Client the Implementation cum performance security.

Article 4 – Jurisdiction

4.1. Any legal proceedings arising out of the agreement shall be subject to the appropriate court in Tamil Nadu.

Article 5 – Appendixes

The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendixes attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

IN WITNESS WHERE OF MD, TNeGA and the Selected Firm has caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Client

(Purchaser)Signed: _____

in the capacity of [*insert: title or other appropriate designation*]

in the presence of: _____

For and on behalf of the Bidder

Signed: _____

in the capacity of [*insert: title or other appropriate designation*]

in the presence of

Place:

Signature with seal

Date

