

Request for Proposal (RFP)
for
Identification of Agency
For
Development & Maintenance of Complete Application to offer
UIDAI AUA & ASA services
By Telangana State Technology Services (TSTS) as AUA&ASA

April 2017



Prepared by

Telangana State Technology Services Ltd.,
1st floor, B-Block, BRKR Bhavan, Tank bund Road
Hyderabad – 500 063.

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This Tender Document is not an agreement and is neither an offer nor invitation by TST to the prospective Bidders or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in making their technical/ financial proposals ("Bid(s)") pursuant to this Tender Document.

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1. Invitation for Open Competitive Bid (OCB)

1.1. RFP Notice

TSTS invites Proposals from qualified Firms/ Agencies for **Identification of Agency For Development & Maintenance of Complete Application to offer UIDAI AUA & ASA services By Telangana State Technology Services (TSTS) as AUA&ASA.**

1.2. Important Dates & Contacts

RFP Ref.No.	TSTS/CS/AUA-ASA/2017
Bid calling date	18-04-2017
Pre-bid Conference	22-04-2017 at 12 Noon at TSTS Conference hall 4 th floor, BRKR Bhavan, Hyderabad
Last date/time for receipt of queries from bidders	22-04-2017 up to 5:00 PM
Bid closing date/time	01-05-2017 at 03.00 PM
Pre-qualification bid opening date/time	01-05-2017 at 03.30 PM
Technical Bid Opening Date	Will be communicated to the PQ qualified bidders
Commercial Bid Opening Date	Will be communicated to the Technically qualified bidders
Bid Document Fee	Rs.25,000/-
Contact Person	Managing Director, TSTS -- mngdirector-tsts@telangana.gov.in General Manager, TSTS -- rpushpa-tsts@telangana.gov.in

For further details regarding detailed Tender Notification, specifications and digital certificate please visit <http://www.tsts.telangana.gov.in/> and www.eprocurement.gov.in.

**Managing Director,
Telangana State Technology Services Ltd.**

2. 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. 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.

The Aadhaar Authentication system supports the following Authentication types:

1. Biometric Authentication

- a) Finger Print Authentication
- b) IRIS Authentication
- c) Best Finger Detection Application
- d) OTP Authentication

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

3Up-dationsin UID like Phone number or demographics

AUA 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.

Telangana State Technology Services (TSTS) wishes to become AUA & ASA in the UIDAI ecosystem to provide the services to all the departments of State of Telangana. In this regard TSTS desires to

engage an experience Service Provider to develop, deploy and maintain an Application that will handle all activities associated with AUA/KUA& ASA/KSA of UIDAI.

- Assist TSTS in applying for AUA/KUA& ASA/KSA of UIDAI.
- Enable TSTS to establish end to end connectivity with UIDAI to carry out authentication services testing.
- Develop, deploy and maintain application to provide Authentication
- Develop, deploy and maintain application to provide Electronic Know Your (e KYC) services
- Develop, deploy and maintain application to provide all updates like mobile number
- Develop, deploy and maintain AUA server software as described in the AUA Server Architecture
- The service provider should be capable to provide all types of Authentication including ABAS, eKYC, all updates like mobile number update to any department/organization of the Telangana State Government treating them as Sub-AUA & KYC entities.
- A support team is required to on board AUA and conduct end to end testing.
- Design and finalize the various MIS reports in consultation with Department, Officials, required by the Department are to be demonstrated for generation.

The selected Agency is expected to start with the step of building an understanding of the functionality offered by Aadhaar authentication and thereof analyze the business direction to define the Aadhaar implementation scope for TSTS to provide AUA/ASA/KUA/Mobile Number Update services to any department/organization of the Telangana State Government

The Key milestone outcomes of the engagement include the following:

- Server application design and development
- Device applications design and development
- End to end testing with UIDAI pre-production environment
- Implementation of MIS and fraud monitoring
- End to end testing with UIDAI production environment before roll out of the service to end customers Production Release
- Operations Management
- Facilitate the process for audit and security specifications
- Training requirements of Departments.
- Ensure Inclusion and Avoid Service Disruption
- Ensuring all services in identified Government departments.
- Linking of Aadhaar into selected business process.
- Facilitate the process for procurement of certified authentication devices (hardware & Software) for Environment setup.

Scope of Work

The integration of domain application with Aadhaar authentication process is just a facilitator for the AUAs and provides authentication services for their domain process. It is important that solution is architected in way that both the domain process and Aadhaar authentication process co-exists and support each other. For Example: A successful Aadhaar Authentication should facilitate domain process for service delivery and a failed authentication process should lead to exception handling in the domain process.

A typical AUA process involves transaction initiated from a device (like MicroATM), going to an AUA server, then to an ASA server (for Authentication), then to CIDR and back.

At a basic level, AUA services are:

- Preparing Auth request based on the latest API published by UIDAI using inputs from Sub AUA/devices (uid, tid, sa, data, hmacetc).
- Digitally Signing Authentication request
- Routing Authentication Request to ASA
- Receiving response from ASA and forwarding the same to Sub AUA/device.

The Service Provider is responsible for the following **scope of services** as part of project and to the departments using the services of TSTS relating to the application:

- Assist TSTS in activities associated with making it AUA/KUA , ASA/KSA of UIDAI
- Assist in making any other user department as Sub AUA to provide the services.
- Assist in analyzing the As-Is business processes for identifying the business areas where Aadhaar Authentication based service delivery could be adopted.
- Providing Authentication/Electronic Know Your (eKYC)/Mobile number updates services and any other related service provided by UIDAI.
- Performing the test cases for AUA and KUA as per UIDAI guidelines
- Ensure AUA & KUA of TSTS in production environment
- Conduct the CISA Audit on a timely basis and submit the report to UIDAI as and when required.
- The solution should support Android, Web, Windows and Linux
- Integration support to Android, Web, Windows and Linux shall be provided providing the required Web-Services in compliance with UIDAI.
- Assist in linking TSTS with multiple ASA(s) in order to have minimum downtime of services.
- Provide following products that can be utilized by TSTS and/or any government organization/department:
 - AadhaarBased Attendance System (**Architecture Diagram is enclosed**)
 - AadhaarUpdation (Facility to update Mobile Number, Email ID and Data Sharing Consent) (**Architecture Diagram is enclosed**)

Note: The above products shall be supported in Web, Windows, Android and Linux environments so that the integration shall become easy.

- AUA Services to be provided (Architecture Diagram is enclosed):
 - Authentication with Fingerprint
 - Authentication with IRIS
 - Authentication with OTP
 - Best Finger Detection
 - Demographic Matching
- KUA Services to be provided (Architecture Diagram follows):
 - e-KYC with Fingerprint
 - e-KYC with IRIS
 - e-KYC with OTP
- Assisting TSTS to expose services (Web service recommended) to Sub AUAs /devices to place auth request to CIDR through ASA.
- Deployment of Monitoring software to effectively monitor production system
- Designing & incorporating Exception Handling features/parameters in the Application
- Incorporate all the changes in the Aadhaar eco-system as and when changes are suggested by UIDAI/ASA.
- Email Help desk support during Service period.

AUA Server Application:

Broad components/services of AUA server application to be developed by the selected agency:

- Validation component to validate input received from Sub AUA/Devices to prepare Auth request correctly.
- An auditing component to store request/response/failure and other key information like uid, tid, auth request date time, auth response date time etc. for auditing purposes.
- An independent component for digital signing of authentication request
- A component for MIS and Fraud Monitoring to generate various reports for stakeholders (UIDAI, ASA, SubAUA etc.) and monitoring service quality. This will also help in preventing misuse of services.
- An Authentication/Best Finger Detection (BFD) etc. message creator component to form request messages.
- An AUA request/response handler to handle request receive from Sub-AUA / Devices and response received from ASA.

Standards

The fingerprint image/Template captured during authentication process will be confirming to ISO Standards as specified by UIDAI. UIDAI has published Security Policy Specifications and Standards for AUAs and Authentication Devices being deployed by AUAs.

Security

The software has to comply the UIDAI standards & guidelines.

Manpower Deployment at TSTS:

Since AUA is responsible for all the devices, servers, and the network until the ASA network and TSTS as AUA are required to offer 24 x 7 service availability to their Sub AUAs/devices/departments, the network needs to be monitored and managed by a team of professionals using multiple shifts.

Appropriate team needs to be put in place to handle operations, security, and support to TSTS to ensure high quality of service.

Major Key resources to be deployed at TSTS are:

- Network administrators
- System administrators
- Database administrators
- Backup administrators
- Security administrators
- L1/L2/L3 support team
- Operations and Project Management team

The exact requirement of manpower to be deployed shall be decided during the Contract Agreement signing based on the expected work load. The service provider is expected to mention minimum number of resources in each of the above category to be provided

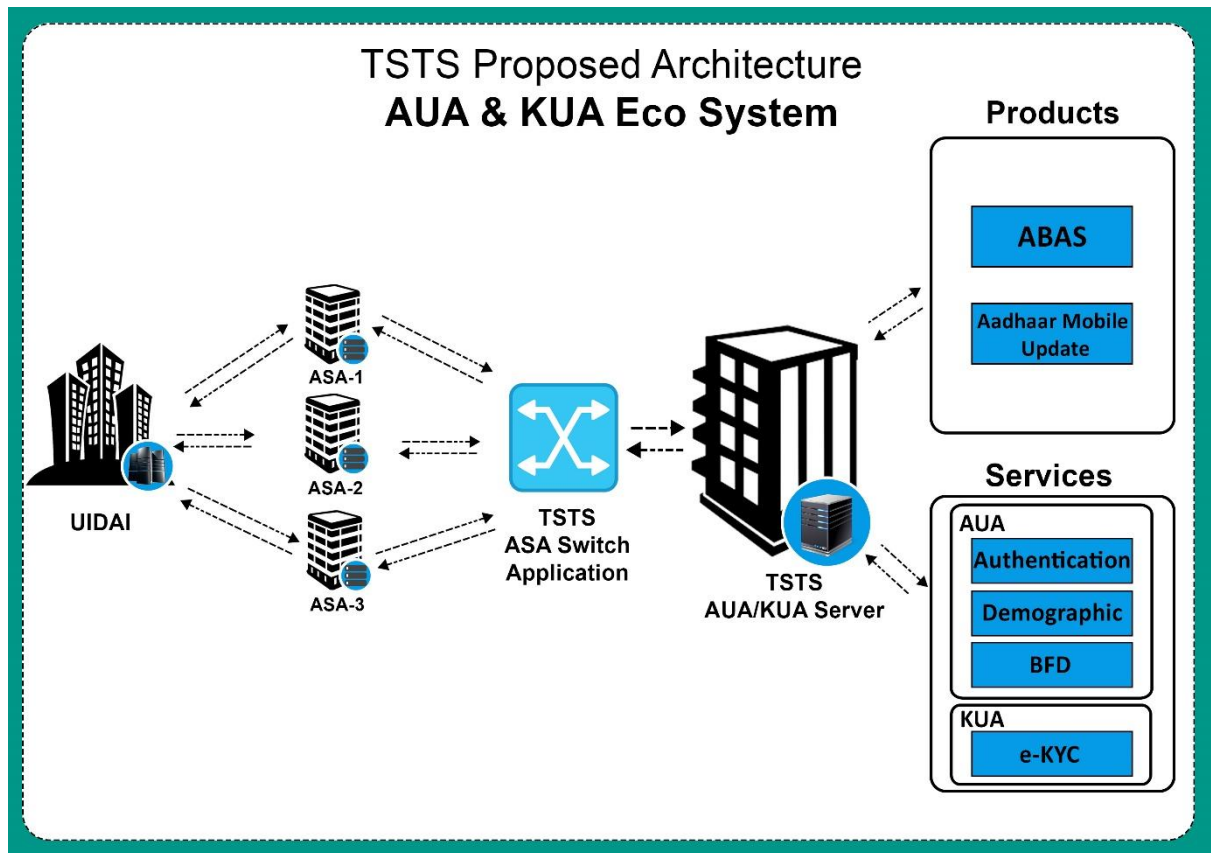
Role of TSTS

- As a AUA it would be engaging with the IT teams of the identified agency / Software Solution Providers for development of the processes& interface software.
- Providing the required Hardware such as servers
- Providing dedicated leased line to UIDAI
- Procurement & Hosting of the Hardware& required licenses
- Acquiring AUA& KUA and ASA license from UIDAI
- Any other licenses.
- Working with the departments to provide the services.

Role of Selected Agency:

The scope of work is already mentioned and the selected agency to ensure development of end to end applications for providing all services along with the required manpower.

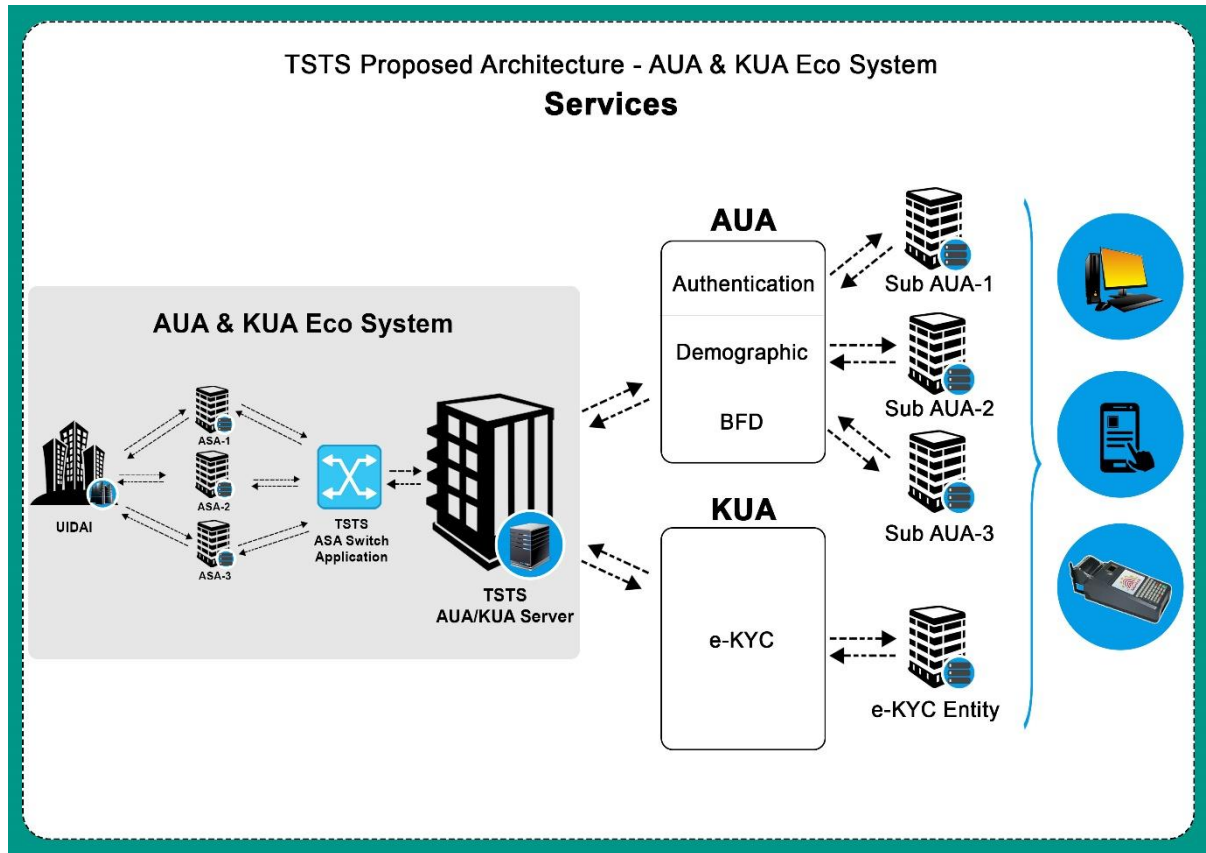
Architecture Diagram: The architecture diagram for the proposed project is as follows:



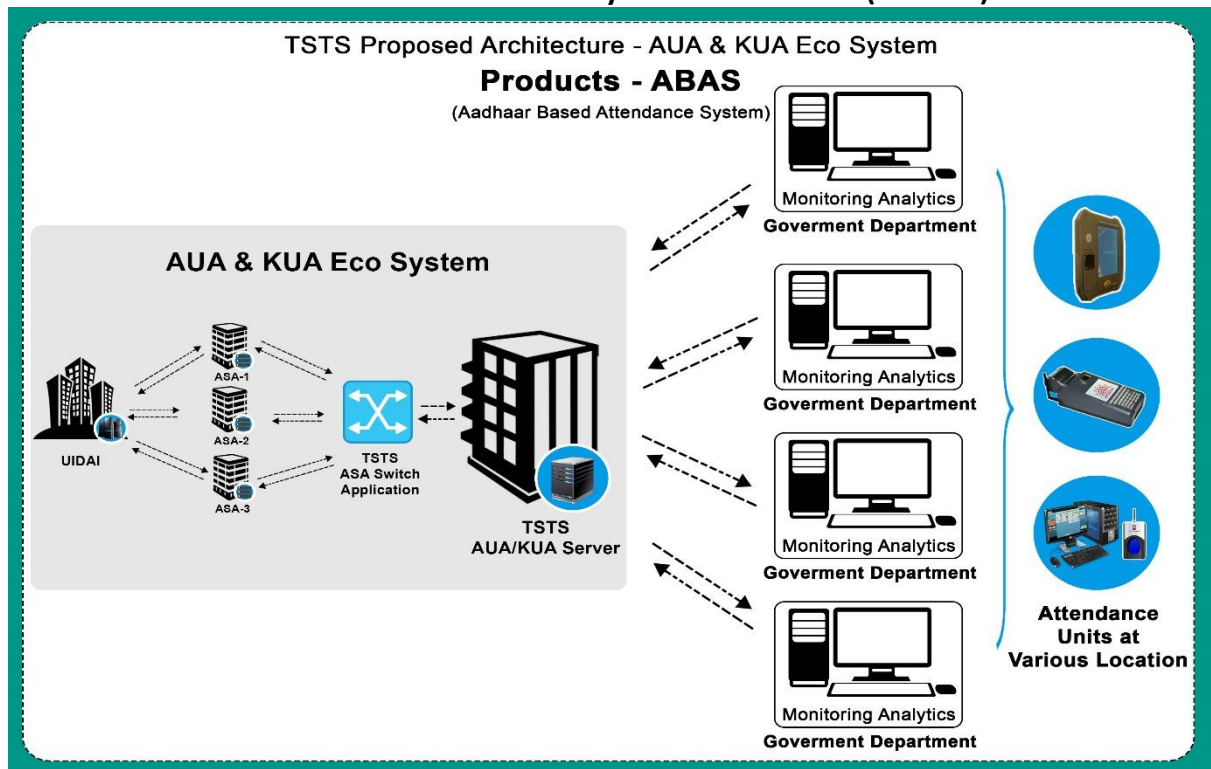
Note:

- A minimum of two other ASA's to be connected along with TSTS as ASA
- Automatic tripping among ASA's to be enabled based on failure of transactions
- Solutions/Services/Products to be available in Production and Pre-Production Environments
- Solution/Services/Products to support a minimum of 15 different Make & Model hardware devices (Fingerprint Scanners, KIOSK, POS, etc.)

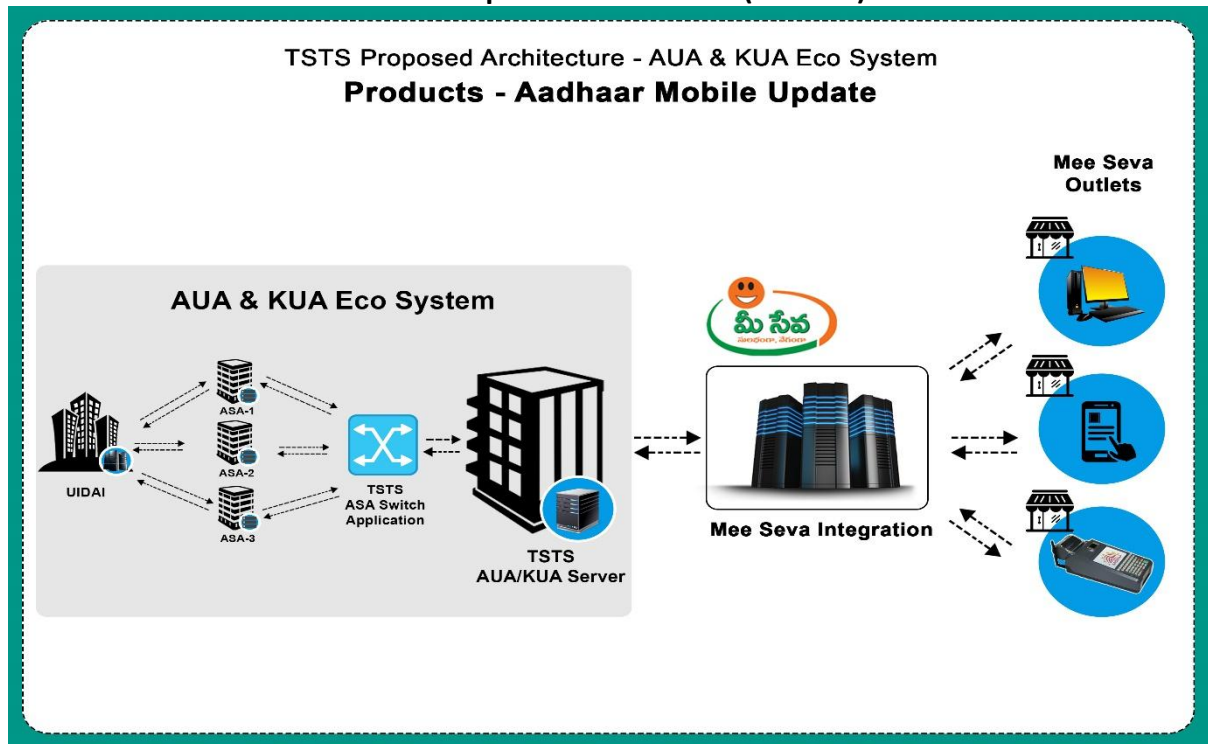
Services to be present in AUA & KUA of TSTS:



Aadhaar based Attendance System Architecture (Product):



Aadhaar Update Architecture (Product):



3.5. Confidentiality and Intellectual Property Rights (IPR)

a. Confidentiality

- 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.
- 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.
- The Bidder must remove/ destroy the entire data from his custody after completion of the contract period. 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.
- **Bidder** shall not disclose to any one, any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

b. Use of documents and Information

- The bidder shall not, without prior written consent from the TSTS/ ITE&C Dept., 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 in connection therewith, to any person other than a

person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- The bidder shall not, without prior written consent of TSTS/ ITE&C Dept., make use of any document or information made available for the project, except for purposes of performing the Contract.

3.6 Obligations

- The identified agency should undertake to submit that the solution proposed represents a complete, integrated solution meeting department's requirements and will provide the functionality and performance, as per the terms and conditions and SLAs under the contract.
- The identified agency would be required to deploy a team consisting of members with requisite skills and experience as per capability of the proposed team.
- The end product/deliverables of the work assignment carried out by the identified agency, in any form, will be the sole property of the State.
- Availability of Professional staff/experts: Having selected the agency on the basis of, among other things, an evaluation of proposed Professional staff, the TSTS will require assurances that the Professional staff will be actually available and will not be considered substitutions. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. After award of contract, no replacement shall be allowed during initial period of 12 months barring exceptional circumstances (eg: Death, Prolonged illness) and will be subject to prior approval by TSTS/ ITE&C Dept.,

4 Pre-qualification Criteria

TSTS invites the interested agencies desirous of bidding for the project and who meet the following Pre-qualification criteria (PQ):

#	Pre-Qualification Criteria Description	Supporting Documents to be submitted by the bidders
1	<p><u>Legal Entity</u></p> <p>The Bidder should be a IT Company registered under the Indian Companies Act, 1956 or Indian Companies Act, 2013 Indian LLP act 2008 since last 3 (Three years having experience in providing consultancy services .</p> <p>In case of a SME or a Start-up registered in the state Telangana, or a start-up located in T Hub with proven technology it can be for 2 years.</p> <p><i>Consortium bids not permitted.</i></p>	<p><i>Bidder should submit:</i></p> <ul style="list-style-type: none"> i. RoC. ii. <i>Copy of Service Tax Registration Certificate.</i>
2	<p><u>Turnover</u></p> <p>Bidder should have a minimum annual turnover of Rs. 1Crore in each of the last 2 financial years i.e. 2015-16 and 2016-17 from design development & maintenance of IT applications, software development works.</p> <p>Firm should be a profit making with positive net worth.</p> <p>In case of a SME or a Start-up registered in the state Telangana, or a start-up located in T Hub with proven technology the turnover requirement will be Rs.50 lakhs or above for each of the last 2 financial years i.e. 2015-16 and 2016-17</p>	<p><i>Bidder should submit the following:</i></p> <ul style="list-style-type: none"> i. <i>Audited balance sheet.</i> ii. <i>Profit & Loss statement.</i> iii. <i>Certificate from the statutory auditor on net worth and annual average turnover.</i>
3	<p><u>Project Experience & Technical Capability</u></p> <p>a. Bidder should have experience in end-to-end implementation of at least 2 IT/ITeS based application projects on different technology platforms involving usage of AADHAAR framework for UID Authentication services & Seeding services for any Central/State Govt. departments or PSUs in India.</p>	<p><i>Bidder should submit any of the following:</i></p> <ul style="list-style-type: none"> i. <i>Project Completion Certification from the client.</i> ii. <i>PO / Work Order issued by client.</i> iii. <i>Certificate of clients for ongoing projects.</i>

	<p>The projects executed must be in compliance with UIDAI framework & standards.</p> <p>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.</p>	
4	<p><u>IT Manpower</u></p> <p>The Bidder must have at least 50 full time IT Professionals on the rolls as on bid calling date.</p>	<p><i>Bidder should submit Self-Declaration by the authorized signatory on:</i></p> <ul style="list-style-type: none"> • <i>List only key management and specialist positions</i> • <i>Details of the personnel in the Project Management Team .</i>
5	<p><u>Blacklist</u></p> <p>The bidder should not have been black listed or conflict of activities by any State Government, Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government for breach of Contractual Conditions as on bid calling date. Self Certificate declaring that the bidder is not black listed to be enclosed.</p>	<p><i>Self Declaration Certificate that the Bidder is not black listed. (Certificate to be enclosed in the bid duly signed by the authorized signatory on its letter head).</i></p> <p><i>If the bidder has been blacklisted in the past and subsequently revoked, such information along with revocation letter to be submitted.</i></p>

Note: Any bidder who offers discounts/ benefits suomoto after opening of commercial bid(s) will be automatically disqualified from the current bidding process without any prior notification and also may be disqualified for future bidding processes in TSTS.

- Bidder should have local office as on date of bidding. An undertaking in this regard should be submitted on the Company Letter head.
If the bidder is not having local presence, they need to open a local office within 15 days from the date of issue of Lol and same must be communicated to TSTS for future correspondence.
- Bids can be submitted by an Individual firm only and all the prequalification and technical criteria to be met by the Individual firm with sufficient proof.
- Representations received from the bidders within 3 days from the date of opening of technical bids on the issues related to Pre-qualification/Technical bids evaluation and within a day from the date of opening of commercial bids on the issues related to the commercial bid evaluation will only be accepted. Representations received beyond this period will not be considered and strictly rejected.
- The bidder should upload all the required documents with clear visibility, avoid missing documents and avoid bidding mistakes. In such cases, TSTS reserves it's right in seeking clarification from the bidder and may disqualify the bidder for the bidding mistakes, missing documents and for the documents that are not clear.
- Bidder shall include among other things, objectives of the Bidder, the proposed management

structure, contribution of each constituent, role and responsibility of each constituents covering all aspects of the planning and successful execution of the work.

- f. Application Fee, Earnest Money Deposit, Security Deposit, Performance Guarantee, Bank Guarantee etc. shall be submitted by the Firm.
- g. Once the contract is awarded to the Bidder, the composition of the Bidder including the ownership and individual stakes in it cannot be changed till completion/extended period including maintenance period.
- h. An applicant shall not have conflict of interest that may affect the bidding process or the Bidder (the "Conflict of Interest"). Any applicant found to have a Conflict of Interest shall be disqualified.

In case TSTS requires to see the Proof of Concept (POC) Implementation, the bidder shall arrange the same and demonstrate the offered solution in line with the requirements of the present Tender.

5 Instructions to Bidders

5.1 Completeness of Response

- a. Bidders are advised to study all instructions, forms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal.

5.2 Proposal preparation costs & related issues

- a. The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by facilitating the evaluation process.
- b. This RFP does not commit to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.

5.3 Pre-bid Meeting

1. TSTS shall hold a pre-bid meeting with the prospective bidders as per RFP.

The Office of the Managing Director
Telangana State Technology Services Ltd.,
4thFloor, BRKR Bhavan,
Tankbund Road, Hyderabad – 500 063

2. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach by email bidders as per RFP.

The Managing Director
Telangana State Technology Services Ltd.,
1st Floor, BRKR Bhavan,
Tankbund Road, Hyderabad – 500 063
Email : mngdirector-tsts@telangana.gov.in

3. All and any queries related to Scope of work, Payment Terms and mode of selection will be entertained during Pre-bid clarifications meeting.
4. Max. Two representatives authorized by the company will be permitted to attend the meeting.

5. TSTS will host a Pre-Bid Meeting as per the schedule given in this RFP.

It is mandatory for all prospective bidders to attend this meeting so as to obtain clarifications on the document.

5.4 Responses to Pre-bid Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the TSTS will endeavour to provide timely response to all queries. However, TSTS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does TSTS undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, TSTS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted in the portal www.eprocurement.gov.in.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, TSTS may, at its discretion, extend the last date for the receipt of RFP Proposals.
- f. All the communication to TSTS including this RFP and the bid documents shall be signed on each page by the authorized representative of the bidder and authority letter should be attached with the bid

5.5 Right to Terminate the process

- a. TSTS may terminate the RFP process at any time and without assigning any reason. TSTS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by TSTS. The bidder's participation in this process may result in short listing of the bidder.

5.6 Preparation of Proposals

- a. The Proposal as well as all related correspondence exchanged by the bidders and TSTS shall be written in English language, unless specified otherwise.
- b. In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- c. The Technical Proposals shall contain an Executive summary giving a brief overview of the manner in which the bidder proposes to achieve the outcomes and the assessment of resources required.
- d. The bidder is expected to submit the Technical Proposal as per the format given in Appendix II. Submission of the wrong type of Technical Proposal will result in the proposal being deemed non-responsive. The Technical Proposal shall not include any

financial information.

- e. The Financial Proposal shall be prepared as per the format given in Appendix.

5.7 **Submission of Responses**

- a. The bidder shall submit the bid through **e-Procurement platform only**.
- b. The bidder shall submit (3) proposals – **Pre-Qualification Proposal, Technical Proposal and Financial Proposal** as per format given in Appendixes on e-procurement portal.
- c. The original proposal both Technical and Financial shall contain no interlineations or overwriting, except as necessary to correct the errors made by the bidders themselves. The same authorized representative who has signed the proposal shall initial the corrections.
- d. An authorized representative of the bidders shall initial all the pages of the original Proposals before submission of bids. The authorization shall be in the form of written power of attorney accompanying the proposal and supported by any evidence that the representative has been duly authorized to sign.
- e. The bidder shall submit one softcopy of the Technical Proposal in the form of a non-rewriteable CD. CD media must be duly signed using a Permanent pen Marker and should bear the name of the bidder.
- f. A Bidder shall submit only one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
- g. Bidder must ensure that the information furnished in the CD is identical to that submitted in the original paper document. In case of any discrepancy, the information furnished in the original paper document will prevail over the soft copy.
- h. The bidder shall ensure that the proposal cost quoted in the Cost Break-up form (Form-C2) matches with the total cost (inclusive of taxes) quoted in the Commercial Proposal form (Form-C1).

5.8 **Bid Submission Format**

- a. The entire proposal shall be strictly as per the format specified in this Invitation and any deviation may result in the rejection of the RFP proposal.
- b. The documents to be submitted for **Pre-Qualification** are:
 - i. General Information of the Bidder – **FormPQ#1**
 - ii. Financial Turnover – **FormPQ#2**
 - iii. Relevant Project exp.– **FormPQ#3**
 - iv. Manpower available with relevant Exp.– **Form PQ#4**
 - v. Quality Certification
 - vi. Self Declaration Certificate – **FormPQ#6**

vii. Bid Security.

c. The documents to be submitted for **Technical Proposal** are:

- i. Executive Summary
- ii. Technical Submission Form - **Form TQ#1**
- iii. Understanding of the Project - **Form TQ#2**
- iv. Proposed Staff - **Form TQ#3**
- v. Activity Schedule - **Form TQ#4**

d. The documents to be submitted for **Commercial Proposal** are:

- i. Commercial Proposal submission - **Form C#1**
- ii. Financial Proposal Cost Break-up - **Form C#2**

5.9 **Venue and deadline for submission**

- a. Proposals must be submitted through **e Procurement Platform** only on or before the last date time given.
- b. Any proposal received by the TSTS after the above deadline shall be rejected. The bidders should take care in uploading their bids & supporting documents well in advance so as to avoid last minute rush & failures. TSTS will not entertain any such complaints of failure on the e procurement portal.
- c. The bids submitted by telex/telegram/fax/e-mail, etc. Shall not be considered. No correspondence will be entertained on this matter.
- d. TSTS reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon assignment/project priorities vis-à-vis urgent commitments.

5.10 **Short listing Criteria**

- a. TSTS will shortlist bidders who meet the Pre-Qualification criteria mentioned in this Invitation to RFP.
- b. Any attempt by a Bidder to influence the bid evaluation Process may result in the rejection of its RFP Proposal.
- c. TSTS will constitute a Proposal Evaluation Committee to short-list the bidders according to the Pre-Qualification criteria given in this document.

5.11 **Evaluation Process**

- a. The evaluation will be 3 stages i.e., PQ, TQ & Commercials of the proposal submitted by the bidders.
- b. The bidders will be shortlisted based on the Pre-Qualification criteria as given in this RFP document.
- c. The bidders who qualify in PQ evaluation will be eligible for opening of Technical Evaluation & also bidder should arrange for Technical presentation on the features of the proposed software.

- d. Technical Presentation Date, Time & Venue will be informed as per schedule fixed by the evaluation Committee.
- e. The bidders have to score minimum of **70 marks** in Technical evaluation to be considered for Financial Evaluation.
- f. The Financial Proposal of those bidders who get more than 70 marks out of a maximum of 100 marks, in the Technical Evaluation shall be considered for commercial bid evaluation. The Financial Proposals of the bidders who have qualified in the Technical Evaluation will be evaluated as per the criteria given in RFP.
- g. The Qualifying Financial Proposals as per the criterion given above will be opened and evaluated as below:

The commercial evaluation would be based on the cost of the services provided by the bidder in the commercial bid. The evaluation will be done taking the following components in to consideration.

Total evaluated bid value = X

The commercial scores will be calculated as

$$Fn = Fmin / Fb * 100$$

Where

Fn = Normalized financial score of the bidder under consideration

Fb = Evaluated cost for the bidder under consideration

Fmin = Minimum evaluated cost for any bidder

Evaluation of Bid - Final Evaluation

The overall score will be calculated as follows:-

$$Bn = 0.70 * Tn + 0.30 * Fn$$

Where

Bn = overall score of bidder under consideration

Tn = Pre-qualification cum Technical score for the bidder under consideration

Fn = Normalized financial score of the bidder under consideration

The bidder with the highest marks is the L1 bidder.

5.12 Substantially Responsible Bids

- A substantially responsive bid is one, which conforms to all the requirements, terms, conditions and specifications of the Request for Proposal.
- Any attempt by a bidder to influence it's the bid evaluation process may result in the rejection of the bidder's bid.

5.13 The Technical Proposal shall cover the following:

- a. Core business areas of operation, number of years in the business, ownership and

organizational structure of Firm.

- b. Manpower identified for deployment to the project -- The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member.
- c. Approach & methodology for project execution - A description of the approach, methodology and work plan for performing the Assignment/job covering the indicated works: technical approach and methodology, work plan, and organization and staffing schedule.
- d. Client and Project brief details of similar projects executed.
- e. Project Plan
- f. Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space,
- g. Any other relevant information.

6 Technical Evaluation Criteria

Project Evaluation Committee (PEC) will evaluate the Technical Proposals of the Pre-Qualified bidders as per the following criteria:

- In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of scope, proposed methodology, and work plan. Only those Applicants whose Technical Proposals score 70 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score.
- The scoring criteria to be used for evaluation shall be as follows:

S.No	Criteria	Max. Marks	Evaluation Details
1.	Experience in Integrating & Maintaining UIDAI- Authentication User Agency (AUA) & KYC User Agency (KUA) a minimum of integration with 2 KUAs is required	15	<ul style="list-style-type: none"> • Experience of integrating more than 5 KUA's --15 marks • Experience of integrating KUA's between 3 and 5 --10 marks • Experience of integrating 2 KUA's -- 07 marks
2	Experience in working with UIDAI- Authentication Service Agency (ASA) & KYC Service Agency (KSA) a minimum of integration with 2 KSAs is required	15	<ul style="list-style-type: none"> • Experience of integrating more than 4 KSA's --15 mark • Experience of integrating 3 KSA's --10 mark • Experience of integrating 2 KSA's --07 mark
3.	Deployment of Aadhaar based Attendance System for Indian Government (Central or State) Ministries / Departments / undertaking.	10	<ul style="list-style-type: none"> • Experience more than 2 projects 10 mark • Experience of 1 project --5 marks
4	Deployed Aadhaar Update solution in any two platforms and having performed a minimum number of transactions	10	<ul style="list-style-type: none"> • Successful Transactions $\geq 100,000$ = 10 Marks • Successful Transactions between 50,000 and 20,000 = 5 Marks • Successful Transactions $\leq 50,000$ 2 Marks
5.	Empanelment with multiple brands (OEM) for Aadhaar Projects as a system integrator.	10	<ul style="list-style-type: none"> • Empanelment ≥ 5 OEM's --10 mark • Between 2 and 5 OEMs-- 05 mark
4	Development of AUA/KUA on different Platforms.	25	<ul style="list-style-type: none"> • Only Linux Platforms = 10 mark • Only Android Platforms = 10 mark • Only Windows Platforms = 10 mark • Only Web Platforms = 10 mark • Any Two Platforms = 15 Marks

S.No	Criteria	Max. Marks	Evaluation Details
			<ul style="list-style-type: none"> Android, Windows, web& Linux Platforms = 25 mark
5.	Presentation on Proposed Technology Solution Architecture, Logical design, associated details of solution architecture required for the implementation of the BAS software	10	Evaluation on the basis of blue print and presentation
6.	Appropriateness of approach / methodology, and built in processes for engagement and Training of user's / core team and for performance Key challenges identified for successful completion of the project and the manner in which it would be dealt with, Backup Plan and Methodologies	05	Evaluation on the basis of blue print and presentation.
	Total Marks	100	

7 Award of Contract

The proposals will be ranked in terms of the Overall Scores obtained from Highest to Lowest. The bidder with the highest overall score will be considered for award of contract. The Identified Agency to submit Power of Attorney in the name of the Authorized Signatory for Signing the Contract Agreement with TSTS.

8 Notification of Award

Prior to expiration of the period of bid validity, TSTS will notify the successful bidder(s) in writing, that their bid has been accepted.

Contract Period: The Successful Highest Scoring bidder shall sign the contract agreement with the TSTS for initial period of 2 year which shall be extended for 1 more years based on satisfactory performance and mutual understanding.

9 Project Deliverables

The Identified Agency shall prepare all necessary documentation for the project, and provide them to department 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 TSTS, payments to the consultancy agency shall be processed.

10 Payment Model

The payment shall be released to the Successful bidder **as the % of share quoted for each transaction related to AUA/ASA**. The Identified agency in coordination with TSTS shall compile and arrive at the no. of transactions in a month and based on the same, the agency has to submit invoice every month to TSTS for release of payment.

The successful agency has to comply with all Service Level Agreements (SLAs) defined by UIDAI & TSTS to ensure adherence to project timelines, quality and availability of services. Non-compliance with the SLA attracts penalty.

11 Statement of important limits/values related to bid

SINo	Item	Description
1	EMD	Rs.2,00,000/- (Rupees Two Lakhs only) in favour of “The Managing Director, TSTSL, Payable at Hyderabad” Note: Scanned copy of EMD document should be uploaded on e-Procurement website. The EMD should be in the form of DD/Bank Guarantee from any Nationalized Bank / Scheduled Banks. The Original EMD should be submitted to TSTS before opening of Pre-Qualification Bids in a sealed cover superscripted “Tender Reference No. & Name”.
2	Document Fee	Rs.25,000/- Note: Scanned copy of DD drawn in favour of “MD TSTS. Hyderabad” should be uploaded on e-Procurement website. The Original DD should be submitted to TSTS office before opening of Pre-Qualification Bids in a sealed cover superscripted “Tender Reference No. & Name”.
3	Bid Validity Period	90 days from the date of opening of financial bid
4	EMD Validity Period	90 days from the date of submission of bid
5	Performance security submission	Within 15 days from date of receipt of Notification of Award
6	Performance security value for Schedule	Bank Guarantee of 10% of Contract Value in favor of “Managing Director, TSTS Hyderabad” from any Nationalized Bank / Scheduled Banks. The EMD of successful bidder will be returned back on submission of PBG.
7	Performance security validity period	90 days beyond Project Completion period
8	Period for signing contract	Within 10 days from date of receipt of Notification of Award
9	Penalties	As per RFP
10	Payment Terms	As per RFP
11	Conditional bids	Not acceptable and liable for rejection
12	Eligibility Criteria	As per RFP
13	Bid submission	On Line. – e-Procurement plat form Bidders are requested to submit the bids after issue of minutes of the pre bid meeting duly considering the changes made if any, during the pre bid meeting. Bidders are totally responsible for incorporating/complying the changes/amendments issued if any during pre bid meeting in their bid.
14	Procedure for Bid Submission	Bids shall be submitted online on www.eprocurement.gov.in platform 1. The participating bidders in the tender should register themselves free of cost on e-procurement platform in the website www.eprocurement.gov.in . 2. Bidders will log-in to e-procurement platform in secure mode only by signing with the Digital certificates.

		<p>3. The bidders who are desirous of participating in e-procurement shall submit their technical bids, price bids as per the standard formats available at the e-market place.</p> <p>4. The bidders should scan and upload the respective documents in Pre Qualification and Technical bid documentation as detailed at Section 4 & 5 of the RFP including EMD. The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity.</p> <p>5. The rates should be quoted in online only .</p>
15	Other conditions	<p>1. After uploading the documents original Demand Drafts in respect of EMD & Bid Document Fee are to be submitted by the bidder to the O/o The MD, TSTS Hyderabad.</p> <p>2. TSTS will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.</p> <p>3. The Documents that are uploaded online on e-market place will only be considered for Bid Evaluation.</p> <p>4. Important Notice to Contractors, Suppliers and Department users</p> <ul style="list-style-type: none"> • In the endeavor to bring total automation of processes in e-Procurement, the Govt. has issued orders vide G.O.Ms. No. 13 dated. 5.7.2006 permitting integration of electronic Payment Gateway of ICICI/HDFC/Axis/IDBI Banks with e-Procurement platform, which provides a facility to participating suppliers / contractors to electronically pay the transaction fee online using their credit cards.

12 General Instructions to bidders

12.1 Definitions

- a. Tender call or invitation for bids means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.
- b. Specification means the functional and technical specifications or statement of work, as the case may be.
- c. Firm means a Company, Authority, or any other Organization incorporated under appropriate statute as is applicable in the country of incorporation.
- d. Pre- qualification and Technical bid means that part of the offer that provides information to facilitate assessment by TSTS, professional, technical and financial standing of the bidder, conformity to specifications etc.
- e. Financial Bid means that part of the offer, that provides price schedule, total project costs etc.
- f. Three part Bid means the Pre-qualification bid, Technical and Financial bids submitted in e-procurement
- g. Two part Bid means the Technical bid and financial bids submitted in e-procurement and their evaluation is sequential.
- h. Composite bid means a bid in which the technical and financial parts are combined into one but their evaluation is sequential.
- i. Goods and services mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
- j. The word goods when used singly shall mean the hardware, firmware component of the goods and services.

12.2 General Eligibility

- a. This invitation for bids is open to all Bidder both from within and outside India, who are eligible to do business in India under relevant Indian laws as is in force at the time of bidding subject to meeting the pre qualification criterion.
- b. Bidders marked/considered by TSTS to be ineligible to participate for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- c. Bidder debarred/ blacklisted by any Central or State Govt. / Quasi –Govt. Departments or organizations as on bid calling date for non-satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
- d. Breach of general or specific instructions for bidding, general and special conditions of contract with TSTS or any of its user organizations may make a firm ineligible to participate in bidding process.

12.3 Bid forms

- a. Wherever a specific form is prescribed in the bid document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.
- b. For all other cases the bidder shall design a form to hold the required information.

12.4 Cost of bidding

- a. The bidder shall bear all costs associated with the preparation and submission of its bid, and TSTS will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
- b. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.
- c. The participating bidder should purchase the document and enclose a receipt of the same with the bid document.

12.5 Clarification of bidding documents

- a. A prospective Firm /bidder requiring any clarification of the bidding documents may notify TSTS contact person. Written copies/ e-mail of the TSTS response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.
- b. The concerned person will respond to any request for clarification of bidding documents which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the closure of date and time for seeking clarification mentioned in tender call notice. It is further clarified that TSTS shall not entertain any correspondence regarding delay or non-receipt of clarification from TSTS.

12.6 Amendment of bidding documents

- a. At any time prior to the deadline for submission of bids, TSTS, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
- b. All prospective bidders those have received the bidding documents will be notified of the amendment and such modification will be binding on all bidders.
- c. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the TSTS, at its discretion, may extend the deadline for the submission of bids.

12.7 Period of validity of bids

- a. Bids shall remain valid for the 180 days or duration specified in the bid document, after

the date of the financial bid opening prescribed by TSTS. A bid valid for a shorter period shall be rejected as non-responsive.

- b. In exceptional circumstances, the TSTS may solicit the bidders' consent to an extension of the period of bid & EMD validity. The request and the responses thereto shall be made in writing. The bid security shall also be suitably extended. A bidder granting the request will not be permitted to modify its bid.

12.8 Submission of bids

The bidders shall submit all the bids i.e., Pre-Qualification, Technical and Financial Bids on e-Procurement website only.

12.9 Deadline for submission of bids

- a. Bids must be submitted on e-procurement website not later than the bid submission date and time specified in the tender call notice.
- b. The TSTS may, at its discretion, extend this deadline for the submission of bids by amending the tender call, in which case all rights and obligations of the TSTS and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

12.10 Late bids

Any bid not received by the TSTS contact person by the deadline for submission of bids will be rejected and returned unopened to the bidder.

12.11 Modification and withdrawal of bids

- a. No bid can be modified subsequent to the deadline for submission of bids.
- b. No bid can be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval will result in the forfeiture of its bid security (EMD).
- c. The EMD shall be submitted with the PQ bid in a separately sealed envelope. Bids submitted without adequate EMD will be liable for rejection

12.12 General Business information

The bidder shall furnish general business information to facilitate assessment of its professional, technical and commercial capacity and reputation.

12.13 Bid security i.e. earnest money deposit (EMD)

- a. The bidder shall furnish, as part of its bid, a bid security for the amount specified in the tender call notice.
- b. The bid security is required by TSTS to:
 - Assure bidder's continued interest till award of contract and
 - Conduct in accordance with bid conditions during the bid evaluation process.

- c. The bid security shall be in Indian Rupees and shall be a bank guarantee, or an irrevocable letter of credit or cashier's certified check, issued by a Reputed scheduled Bank in India and having at least one branch office in Hyderabad
- d. Unsuccessful bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days.
- e. The bid security may be forfeited:
 - if a bidder withdraws its bid during the period of bid validity or
 - in the case of a successful bidder, if the bidder fails:
 - to sign the contract in time; or
 - to furnish performance security.
 - Submission of Fraudulent information in the bid

12.14 Preparation of Pre-qualification bid

It shall contain of the following parts:

- a. General Information of the Bidder – **FormPQ#1**
- b. Financial Turnover– **Form PQ#2**
- c. Past experience in Similar Project– **Form PQ#3**
- d. Manpower available with relevant Exp.– **Form PQ#4**
- e. Quality Certifications
- f. Self Declaration Certificate – **FormPQ#6**
- g. Bid Security (EMD).

The bidders who qualified in Pre-qualification stage-I will only be short listed and eligible for participating Technical opening.

12.15 Preparation of Technical Bid

It shall consist of the following parts.

- a. Executive Summary
- b. Technical Submission Form - **Form TQ#1**
- c. Understanding of the Project- **Form TQ#2**
- d. Proposed Staff - **Form TQ#3**

12.16 Preparation of financial bid

The documents to be submitted for **Commercial Proposal** are:

- 1. Commercial Proposal submission - **Form C#1**
- 2. Financial Proposal Cost Break-up - **Form C#2**

a. Overview of financial bid

The financial bid should provide cost calculations corresponding to each component of the project.

i. Bid prices

- a. The bidder shall indicate the unit prices (where applicable) and the total bid price of the goods/services it proposes to supply under the contract.

- b. The bidder shall indicate Basic Prices and taxes, duties etc.
(If required) in the form prescribed.
- c. Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by Dept., and will not in any way limit the purchaser's right to contract on any of the terms offered.
- d. Prices quoted by the bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account unless otherwise specified in the tender call. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected.

12.17 Bid currency

Prices shall be quoted in Indian Rupees.

12.18 Term and Extension of Contract

- a. The term of this Contract shall be for a period as indicated in the contract and contract shall come to an end on expiry of such period except when its term is extended by Dept.
- b. TSTS shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including on terms and conditions.

12.19 Suspension of Work

The agency shall, if ordered in writing by TSTS representative, temporarily suspend the works or any part thereof for such a period and such a time as ordered. The Identified Agency shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works as aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid shall be granted to the Identified Agency, if request for same is made and that the suspension was not consequent to any default or failure on the part of the Identified Agency. In case the suspension of works is not consequent to any default or failure on the part of the Identified Agency and lasts for a period of more than 3 months, the Identified Agency shall have the option to request the TSTS to terminate the Contract with mutual consent

12.20 Force majeure

- a. The bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder/bidder and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the State

Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- c. If a Force Majeure situation arises, the Bidder/bidder shall promptly notify the TSTS in writing of such condition and the cause thereof. Unless otherwise directed by the TSTS in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

12.21 Terminate the Contract

- a. Retain such amounts from the payment due and payable by TSTS to the Agency as may be required to offset any losses caused to Dept as a result of such event of default and the Identified Agency shall compensate Dept for any such loss, damages or other costs, incurred by Dept in this regard. Nothing herein shall effect the continued obligation of the Agency / other members of its Team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
- b. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Identified Agency may have resulted from such default and pursue such other rights and/or remedies that may be available to Dept under law.

12.22 Termination

- a. Dept., may terminate this contract in whole or in part by giving the Agency prior and written notice indicating its intention to terminate the Contract under the following circumstances:
 - Where it comes to Dept. attention that the Identified Agency (or the Identified Agency's Team) is in a position of actual conflict of interest with the interests of Dept. in relation to any of terms of the Identified Agency's bid, the tender or this Contract
 - Where the Identified Agency ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever including inter alia the filing of any bankruptcy proceedings against the Identified Agency, any failure by the Identified Agency to pay any of its dues to its creditors, the institution of any winding up proceedings against the Identified Agency or the happening of any such events that are adverse to the commercial viability of the Identified Agency. In the event of the happening of any events of the above nature, Dept. shall reserve the right to take any steps as are necessary to ensure the effective transition of the project to a successor Identified Agency, and to ensure business continuity

- Termination for Default: Dept. may at any time terminate the Contract by giving 30 days written notice to the Identified Agency without compensation to the Identified Agency in the event of default on the part of the Identified Agency which may include failure on the part of the Identified Agency to respect any of its commitments with regard to any part of its obligations under its bid, the tender or under this contract.

12.23 Termination for insolvency

The TSTS/ ITE&C Dept., may at any time terminate the contract by giving 30 days written notice to the Bidder/bidder if the Bidder/bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder/bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Dept., /TSTS.

12.24 Termination for convenience

- a. The TSTS/ ITE&C Dept., may at any time by giving 30 days written notice to the Bidder/bidder, terminate the Contract, in whole or in part, for its convenience. The notice of termination shall specify that termination is for the TSTS/ ITE&C Dept.,/Purchaser's convenience, the extent to which performance of the Bidder/bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. The client may in the following events after giving a prior notice and conducting investigations if required, terminate the contract forfeiting the bid security and any sums due for payment to the Vendor:-
 - If the value of the penalty for different services together exceeds 10% of the contract amount for 1 year.
 - If the Bidder becomes Bankrupt or financially insolvent during currency of the contract.
 - If it is found that the bidder has been convicted for any unlawful activities.
 - If it is found that bidder has made gross misconduct or involved in practices injurious to the image and interest of the client or has failed in performing his duties as per contract.

12.25 Risk Management

Identified Agency shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed under this contract. The Identified Agency shall underwrite all the risk related to its personnel deputed under this contract as well as equipment and components and any other belongings or their personnel during the entire period of their engagement in connection with this contract and take all essential steps to reduce and mitigate the risk. TSTS/ ITE&C Dept., will have no liability on this account.

12.26 Publicity

The Identified Agency shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the TSTS first gives the agency its written consent.

12.27 Resolution of disputes

- a. TSTS/ ITE&C Dept., and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.
- b. If, after thirty (30) days from the commencement of such informal negotiations, the TSTS/ ITE&C Dept., and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified here in. These mechanisms may include, but are not restricted to, conciliation mediated by a third party.

- c. The dispute resolution mechanism shall be as follows:

In case of a dispute or difference arising between the TSTS/ ITE&C Dept., and the Firm /bidder relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, of India, 1996.

12.28 Governing language

The contract shall be written in English. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in same languages.

12.29 Applicable law

The contract shall be interpreted in accordance with appropriate Indian Laws.

12.30 Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by Telex, e-mail, Cable or Facsimile and confirmed in writing to the other party's address.

12.31 Taxes and duties

The Bidder/bidder shall be entirely responsible for all taxes, duties, license fee etc. incurred until delivery of the contracted services to the TSTS or as per the terms of tender document if specifically mentioned.

12.32 Arbitration (As per the State Government Rules)

- a. The Selected Agency shall indemnify state against all third party claims arising out of a court order or arbitration award for infringement of patent, trademark / copy right arising from the use of the supplied services or any part thereof.

- b.** In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with this contract, the same shall be referred to “The Secretary, Information Technology, Electronics & Communications (ITE&C), Government of Telangana” for final decision and the same shall be binding on all parties.
- c.** The Selected Identified Agency and TSTS shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the purchase order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the timeframe for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof.
- d.** The arbitration proceedings shall be held in Hyderabad, Telangana , India.

**Format of Application Form
(On applicant Company Letterhead)**

To,
The Managing Director,
Telangana State Technology Services(TSTS),
1stFloor, BRKR Bhavan
Hyderabad-Pin-500063

Sub: RFP for Development & Maintenance of Application Interface for Telangana State Technology Services (TSTS) to offer UIDAI AUA & ASA services to various Departments /Residents

Dear Sir,

This has reference to the advertisement that was published in the ----- (English) Daily News paper dated ----- and----- (Telugu)Newspapers dt.----- & e-Procurement platform for Providing <<title of RFP>>We are submitting our bid for the same duly acknowledging that:

1. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
2. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of -----from the closing date fixed for submission of proposals as stipulated in the RFP document.
3. The Security of -----submitted by us in the form of a EMD may be en-cashed if we do not submit the requisite Performance Bank Guarantee within 1 week of award of contract for the said project,
4. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
5. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
7. We understand you are not bound to shortlist / accept any proposal you receive

Our correspondence details with regard to this RFP are:

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

	regarding this RFP	
4	Telephone number of the Contact Person	
5	Mobile number of the Contact Person	
6	Fax number of the Contact Person	
7	Email Id of the Contact Person	
8	Corporate URL	

We understand that if the details given in support of claims made above are found to be untenable or unverifiable or both, our bid may be rejected without any reference to us. We further clearly understand that TSTS is not obliged to inform us of the reasons of rejection of our bid.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process or unduly favours our company in the short listing process, we are liable to be dismissed from the RFP selection process or termination of the contract during the project.

We agree to abide by the conditions set forth in this RFP.

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Yours sincerely

(Signature, Name, designation, contact address and
Telephone number of the authorized signatory and seal)

Bid Letter Form

From:
(Registered name and address of the bidder.)

To:
The Managing Director,
Telangana State Technology Services(TSTS),
1stFloor, BRKR Bhavan
Hyderabad-Pin-500063

Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide services/execute the works in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call dated.....

Project title:

We undertake to provide services/execute the above project or its part assigned to us in conformity with the said bidding documents for an estimated sum of Rs..... (Total bid amount in words and figures)which may vary in accordance with the schedule of prices attached herewith and coverage options made by TSTS or its user organization.

If our bid is accepted, we undertake to;

1. Provide services/ execute the work according to the time schedule specified in the bid document,
2. Obtain the performance guarantee of a bank in accordance with bid requirements for the due performance of the contract, and
3. Agree to abide by the bid conditions, including pre-bid meeting minutes if any, which remain binding upon us during the entire bid validity period and bid may be accepted any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive, nor to give any reason for the rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Place:
Date:

Bidder's signature
and seal.

Model Form of Contract Agreement

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

Between

- (1) [insert: **Name of Client**], (hereinafter called “the Client”), and
- (2) [insert: **name of the bidder**], (hereinafter called “the bidder”).

Whereas the Client desires for **identification of Agency for Development & Maintenance of Application Interface for Telangana State Technology Services (TSTS) to offer UIDAI AUA & ASA services to various Departments /Residents)** 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:

1. Article 1 - Contract Documents

1.1 Contract Documents

The following documents shall constitute the Contract between the MD, TSTS 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.

- (a) Notification of Award
- (b) The Bid and Price Schedules submitted by the bidder
- (c) Special Conditions of Contract
- (d) General Conditions of Contract
- (e) Pre-bid conference minutes.
- (f) Bid document with modification if any
- (g) Any other documents

1.2 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.

1.3 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.

2. Article 2 - Contract Price and Terms of Payment

2.1 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.

3. Article 3 - Effective Date for Determining Time for Operational Acceptance

3.1 *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:

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

4. Article 4 – Jurisdiction

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

5. Article 5 – Appendixes

- 5.1. The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.
- 5.2. 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, TSTS 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 :

Bid Security (EMD) form

File. No:

Project Name:

(To be issued by a bank scheduled in India as having at least one branch in Hyderabad)Whereas..... (Here in after called "the Bidder") has submitted its bid dated(Date). For the execution of.....(Here in after called "the Bid")KNOW ALL MEN by these presents that WE of having our registered office at..... (Here in after called the "Bank") are bound unto the (hereinafter called "MD,TSTS,HYDERABAD") in the sum of for which payment well and truly to be made to the said TSTS itself, its successors and assignees by these presents.

The conditions of this obligation are:

- a. If the bidder withdraws its bid during the period of bid validity or
- b. If the bidder , having been notified of the acceptance of its bid by the TSTS during the period of bid validity:
 - 1) fails or refuses to execute the contract form if required; or
 - 2) fails or refuses to furnish the performance security, in accordance with the bid requirement;
- c. bidder submits fabricated documents

We undertake to pay the above amount upon receipt of its first written demand, without the TSTS having to substantiate its demand, provided that in its demand the will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee of Rs. -----will remain in force up to..... and any demand in respect thereof should reach the Bank not later than the above date.

Place:

Date :

Signature of the Bank Official
with seal

Format of Performance Bank Guarantee

Whereas ----- (hereinafter called 'the Respondent') has submitted its proposal dated ----- in response to the RFP notice with file no: _____, for “**identification of Agency for Development & Maintenance of Application Interface for Telangana State Technology Services (TSTS) to offer UIDAI AUA & ASA services to various Departments /Residents)**”(hereinafter called "the Proposal") to Telangana State Technology services Limited (TSTS) KNOW ALL by these presents that WE ----- of ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the TSTS (hereinafter called "the Purchaser") in the sum of ----- for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----201X.

THE CONDITIONS of this obligation are:

- This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Respondent
- The performance bank guarantee shall be valid till the end of three months after the expiration of contract period
- The Performance Bank Guarantee may be discharged/ returned by the Purchaser upon being satisfied that there has been due performance of the obligations of the **Respondent** under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- In the event of the bidder being unable to service the contract for whatever reason, Purchaser would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to the purchaser as compensation for any loss resulting from the **Respondent's** failure to complete its obligations under the contract. Purchaser shall notify the **Respondent** in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the **Respondent** is in default.
- Purchaser shall also be entitled to make recoveries from the Respondent's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- If the Respondent withdraws its proposal during the period of validity of the proposal as specified by the respondent on the Notice of Intent to submit proposal in response to RFP Notice

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 180 days after the expiry of period of contract, and any demand in respect thereof should reach the Bank not later than the above date.

Check List -Compliance/ Agreed/ Enclosed/ Deviation Statement

The following are the particulars of compliance/deviations from the requirements of the tender specifications.

Sl.No	Bid document reference	Submitted (Yes/No)	Page Number
1.	Delivery period		
2.	FormPQ#1		
3.	FormPQ#2		
4.	FormPQ#3		
5.	FormPQ#4		
6.	FormPQ#5		
7.	Form TQ#1		
8.	Form TQ#2		
9.	Form TQ#3		
10.	Form TQ#4		
11.	Form C#1		
12.	Form C#2		

The specifications and conditions furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Place:

Date :

Bidder's signature
and seal

NOTE: For every item appropriate remarks should be indicated like 'no deviation', 'agreed', 'enclosed' etc. as the case may be.

APPENDIX I

Pre Qualification (PQ) Proposal submission forms

Name of the Bidder:

Name of the Project:

FormPQ#1 - General Information

1	Name of the Company/ Firm	:	
2	Date of Incorporation (Registration Number & Registering Authority) VAT No., CST No., PAN No.		
3	Legal Status of the Company in India & Nature of Business in India		Public Ltd Company/ Private/ Partnership firm
4	Address of the Registered Office in India	:	
5	Date of Commencement of Business		
6	Name & e-mail id, phone number, fax of the Contact Person	:	Phone: Fax: Email
7	Quality Certifications		
8	Web-Site	:	
9	EMD details	:	Amount: DD No. & Date Name of the Bank: Valid up to :
10	Proof of purchase of bid document	:	Receipt No: Date of purchase:

Place:

Date :

Bidder's signature
and seal.

Name of the Bidder:

Name of the Project:

Form - PQ#2- Turnover

(All values in Rs. crores)

Financial Information of Bidder					
S.no	Financial Year	Turnover of the firm in		Net Profit	Net Worth of Company
		Total Turnover of the firm	Turnover from design development & maintenance of IT applications		
	(1)	(2)	(3)	(4)	(5)
1	FY.2015-16				
2	FY.2016-17				

Note:

1. Turnover in areas other than mentioned above shall not be considered for evaluation.
2. Please attach audited Balance Sheets and IT return statements to confirming the figures mentioned in columns (2).
3. Bidder should submit any of the Audited balance sheet / Profit & Loss statement / certificates from CFO of the Company duly audited by the Chartered Accountant and certified by the Company Secretary for all the above stated three financial years.

Place:

Date :

Bidder's signature
and seal.

Name of the Bidder :

Name of the Project:

Form PQ#3- Project Experience

Description of Item	Supporting Document with page number
Name of the Client / Department	
Contact address & details of the department	
Value of the Project (not less than Rs.-----L)	
Date of Start of Work	
Date of Completion of Work	
Description of Work	
Bidder should submit any of the following: i. Work order & work completion certificates from client dept. ii. Work satisfactory certificate from the client dept.	
Work satisfactorily certificate / Client completion certificates - Encloses	

Note:

- Please submit supporting documents to support the claim and the certificates must be signed by Senior Executive/ Deputy GM of the organization clearly indicating his/her name, designation and contact details such as Telephone Number, Fax number, email-id etc.*
- Please attach certificate from the client for the successful completion & implementation of project.*

Place:

Date :

Bidder's signature
and seal.

Name of the Bidder :

Name of the Project:

Form-PQ#4 - Manpower Deployment

Sl. No	Employee Name	Designation	Skills & Professional Certification, if any	Proposed Area of expertise	Previous Experience	Experience with Bidder

Note:

- The bidder should submit Self-Certification by the authorized signatory along with CVs as supporting documents*

Place:

Date:

**Bidder's Signature
with Seal**

Name of the Bidder:

Name of the Project:

Form PQ#5 - Declaration Regarding Clean Track Record

To:

The Managing Director

TSTS,

1stFloor, BRKR Bhavan,

Tankbund

Hyderabad-63

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document [No. _____] regarding “ ”. I hereby declare that my Firm/ Company has not been debarred/ black listed by any State Government/ Central Government/ Public Sector undertaking or Corporation or Autonomous Organization of Central or State Government/ Semi-Government organizations in India for breach of Contractual Conditions as on bid calling date.

Further, hereby declare that our Firm, our associate/ group firm are not indulged in any such activities which can be termed as the conflicting activities.

I also acknowledge that in case of misrepresentation of the information, our proposals/ contract shall be rejected/ terminated, which shall be binding on us.

I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

APPENDIX II - Technical Proposal Submission Forms

Name of the Bidder:

Name of the Project:

Form – TQ#1- Technical Proposal Submission Form

(To be submitted on the Bidder's Letter Head)

To,

The Managing Director

Telangana Technology Services Limited

1stFloor, B-Block, BRKR Bhavan,

Tankbund Road,

Hyderabad 500063, India.

Subject:Submission of the Technical bid for **RFP for Identification of Agency for Development & Maintenance of Application Interface for Telangana State Technology Services (TSTS) to offer UIDAI AUA & ASA services to various Departments /Residents)**"

Dear Sir,

We, the undersigned, offer to **Development & Maintenance of Application Interface for Telangana State Technology Services (TSTS) to offer UIDAI AUA & ASA services to various Departments /Residents)**"in accordance with your Request for Proposal dated -----and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal & Date:

Name of the Bidder:

Name of the Project:

Form – TQ#2- Understanding of the project

Description of the Approach, Methodology and Work Plan for Performing the Assignment

(To be submitted on the Bidder's Letter Head)

The Bidder shall provide a detailed project plan with timelines, resource allocation, milestones etc. for the proposed scope of work:

The bidder has to submit in detail the following points:

1. Bidders understanding of the Project.
2. Operations and Management Approach
3. Key Performance Indicators
4. Demonstration of understanding of project objectives and scope and methodology of achieving the stated objectives
5. Detailed Project Plan and Manpower Deployment Plan
6. Overall Project/ Engagements, Level Risks, Assumptions & proposed Mitigation
7. Any other relevant items related to the project.

Clear articulation, description and Extent of compliance to technical requirements specified in the scope of work to be submitted along with Strength of the Bidder to provide services including examples or case-studies of similar solutions deployed for other clients.

Place:

Date:

**Bidder's Signature
with Seal**

Name of the Bidder:

Name of the Project:

Form – TQ#3 - Proposed Manpower Schedule

#	Name of Staff	Staff inputs in week <i>(in the form of a bar chart)</i>														Total Staff man-month proposed	Task Assigned
		1	2	3	4	5	6	7	8	9	10	11	12	N	Total		
1																	
2																	
3																	
4																	
N																	
										Sub Total							
										Total							

Place:

Date:

**Bidder's Signature
with Seal.**

APPENDIX III

Commercial Proposal Submission Forms

Form C#1

Commercial Proposal Submission Form

[Location, Date]

To:

**The Managing Director,
Telangana State Technology Services,
BRKR Bhavan, Hyderabad**

Dear Sir:

We, the undersigned, offer to provide the service for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date], and our Technical & Commercial Proposal.

Our attached Financial Proposal is for the sum of [***Insert amount(s) in words and figures***].

This amount is inclusive of the Domestic taxes such as ----- (***Indicate the amounts against each***).
We hereby confirm that our financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Name of the Bidder:

Form-C#2-Detailed Commercial Form

S.No.	Commercial	Percentage Including of all taxes & Statutory Deductions
1	Percentage of share out of the transaction charges collected from the users / User Dept., - AUA/ASA/eKYC/Authentication/Update Services	

In Words _____

Place:

Date:

Bidder's Signature
with Seal

Note:

- Since the transaction charges collected from the users is dynamic and vary based on the volume and competition (may increase or decrease) the financial model is designed to ensure that the vendor and TSTS always get a share out of the transaction charges.
- The bidder is expected to quote a percentage X as charges out of the Transaction charges that TSTS collects from the end user for every transaction.
- The charge is inclusive of all taxes.
- The bidder with lowest value of percentage X will be treated as 100 in the QCBS system of evaluation.

--End of Document --