



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/3912056

Dated/दिनांक : 04-09-2023

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	25-09-2023 15:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	25-09-2023 15:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	30 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Jammu & Kashmir
<b>Department Name/विभाग का नाम</b>	Social Welfare Department Jammu And Kashmir
<b>Organisation Name/संगठन का नाम</b>	N/a
<b>Office Name/कार्यालय का नाम</b>	Jksmdicds
<b>Item Category/मद केटेगरी</b>	Custom Bid for Services - Aadhaar Generation
<b>Contract Period/अनुबंध अवधि</b>	2 Year(s) 1 Day(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)</b>	450 Lakh (s)
<b>Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष</b>	1 Year (s)
<b>Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है</b>	Yes
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	15000000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	200000

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	7.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	24

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

**Beneficiary/लाभार्थी :**

ACCOUNTS OFFICER

Jksmdicds, Social Welfare Department Jammu and Kashmir, N/A,

(A O Mission Poshan Jk)

**Splitting/विभाजन**

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	No
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
4. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
  1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
  2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost or
  3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1693818535.pdf](#)

**Instruction To Bidder:**[1693818546.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1693818555.pdf](#)

**Scope of Work:**[1693818562.pdf](#)

**Special Terms and Conditions (STC) of the Contract:**[1693818577.pdf](#)

**Service Level Agreement (SLA):**[1693818585.pdf](#)

**Payment Terms:**[1693818595.pdf](#)

**Penalties:**[1693818601.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1693818634.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1693818643.pdf](#)

**GEM Availability Report ( GAR):**[1693818684.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1693818697.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -2:**[1693818703.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1693818820.pdf](https://www.1693818820.pdf)

## Custom Bid For Services - Aadhaar Generation ( 1 )

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Aadhaar Generation
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)/एडऑन</b>	

### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	ABDUL RASHEED BHAT	190001,121 green Avenue Airport Road Hyderpora Srinagar	1	N/A

### Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

#### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

#### 2. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

#### 3. Generic

#### Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

#### 4. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 5. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

#### 6. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 7. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

ACCOUNTS OFFICER MISSION DIRECTORATE POSHAN J&K  
payable at  
J&K

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

#### 8. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

#### 9. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

#### 10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

- **TERMS & CONDITIONS for supply of trained and certified manpower for capturing Demographic and Biometric Data in the UT of J&K**

**or a period of 2 (Two) years.**

1. The intending tenderers shall Submit Treasury receipt/Challan in respect of Tender cost by depositing the amount in major Head 0070-Other administrative services
2. The bidder shall furnish as part of its bid, EMD of two lakh only (Rs 2,00,000/-) in the form of Bank Draft/CDR/FDR pledged in favour of Accounts Officer, Mission Directorate POSHAN J&K. The Bank Draft/CDR/FDR of successful bidder i.e L1 shall be released after one month from the date the successful bidder submits of contract performance guarantee of Rs 10,00,000/- (Rupees ten lacs only) in the form of Bank Guarantee that shall be released after the successful completion of the contract.

**3. TECHNICAL BID :-**

**The bidders shall have to upload the scanned copies of the below mentioned documents duly stamped and signed by the bidder on each page. The copies of the document to be uploaded must be clearly legible.**

- I. Name, date of incorporation and address of the bidder, email id and contact number, Name of Director/Directors should be mentioned
- II. Copy of proof of EMD.
- III. Scanned copy of Valid GST registration certificate wherever applicable.
- IV. The bid should be supported with GST registration certificate.
- V. Self-attested scanned copy of PAN card of the firm or all the partners/directors.
- VI. Scanned copy of Audited Financial Statement for the last financial year for ascertaining the financial status/Annual Turnover of the firm (duly certified & authenticated by the Commercial taxes department/ Chartered Accountant /DIC, with seal and signature indicating name and registration number.
- VII. Certificate of Charter Accountant regarding Annual Average turnover for the last 3 financial i.e. 2019-20, 2020-21 & 2021-22.
- VIII. Copy of the last three financial year ITR's of Proprietor/all partners for the year 2019-20, 2020-21 & 2021-22.
- IX. The Bidder should have positive net worth and should be a profit making company for each of the last three audited financial years. Certificate duly signed by Statutory Auditor/ CA of the Bidder confirming the net-worth and profit after Tax paid for each of the specified years.
- X. Self-attested scanned copy of undertaking on a judicial stamp paper of Rs 100/- that the bidder/firm has never been in the past backlisted by any Govt Department for any deviation, Breach of contract, corrupt or fraudulent practices.
- XI. Scanned copy of Affidavit duly attested by the Judicial Magistrate/Executive Magistrate/ Competent Authority swearing therein that I/We have read the terms and conditions of the tender document.
- XII. Copy of certificate of registration under Employees Provident Fund Act.
- XIII. Certificate of registration under Employee Insurance Act/ Govt of India (if applicable.)
- XIV. Other documents mentioned in the bid.

4. The Department reserves the right to increase or decrease the number of manpower to be deployed and the location where the manpower is to be deployed without any change in the approved rates or other terms and conditions.
5. The successful bidder shall not assign or sublet the contract or any part hereof, to any other agency and in the event of any violation, the contract shall be immediately cancelled and a penalty to the extent of 50% of the Contract Performance shall be imposed besides black listing from future participation in the tendering process of the department.
6. The successful bidder/firm shall be functioning under in-house model i.e. the manpower provided should be employees of the firm.
7. The offered rates should be inclusive of all taxes viz: GST etc , The offered rates should be for per successful Aadhaar generation as per the UIDAI report. Rates quoted shall be applicable to the whole Union Territory of J&K.
8. The successful bidder shall ensure that the manpower is deployed at all POSHAN Projects **254 No's (2 in each Project)** and states work from the date of start of contract. In case the bidder fails to supply the manpower within 30 days from the date of award of contract, the department shall be at liberty to arrange the manpower either by re-tendering or otherwise. The extra cost, if any involved in making alternative arrangements, shall be recovered from the supplier. Besides firm will be black listed for participating in the tendering process in future with the department and the extra cost incurred will be recovered from CDR/Bank Draft/EMD/contract performance Guarantee or in case of short fall, the recovery shall be made under the provisions of relevant Act.
9. The successful tenderer shall have to abide by the terms and conditions as laid down by the UIDAI or which may come into force by virtue of issuance of Government order/Policy/UIDAI at any time within the contract period.
10. The successful bidder shall have to furnish a contract performance guarantee of Rs. 10,00,000/- (Rupees ten lacs only) in the shape of bank guarantee pledged to Accounts officer, Mission Directorate Poshan J&K which shall remain valid for 2 years. In the event of any breach/violation or contravention of the Terms and conditions contained herein by the bidder, the department reserves the right to forfeit the said performance guarantee deposit. However, EMD shall be released after one month from the receipt of Bank Guarantee.
11. A formal agreement deed incorporating, all the terms and conditions of the tender/Contract shall be executed by the successful tenderer with the Mission Director, POSHAN J&K **on Non-judicial stamp paper of Rs. 100/ within seven (07) days after awarding the rate contract in the prescribed form.** The expenses for completing and stamping the agreement shall be paid by the supplier.
12. If at any time, any question, dispute or difference whatsoever shall arise between the firm and the indenting department in connection with this contract, either of the parties may give the other notice in writing of the exist

ence of such question, dispute or differences and the same shall be mutually agreed upon to. In case of the difference arises between the department and firm, the matter shall be referred to competent authority for arbitration. The decision of the arbitrator shall be final and binding upon both the parties.

13. The Bidder should be registered under the Companies Act, 1956 or Companies Act, 2013 or a partnership firm registered under Indian Partnership Act, 1932/ 2013 or Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008. The bidder shall submit The bidder shall submit a valid copy of certification of registration/incorporation.
14. The bidder must have successfully completed at least one project related to Aadhaar Enrolment for Centre/State/UT Government(s), and shall have atleast provided a minimum of 250 manpower in one single order. Copy of Work Order and Client certificate for satisfactory performance must be enclosed with the bid.
15. The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements. The Bidder must also possess the experience on project administrative capability, technical know-how and the financial strength that would be required to successfully undertake the Project for the entire period of the Contract.
16. The bidder should have local support offices at both Jammu and Kashmir Divisions. If the bidder, at the time of bidding, does not have a local support office at respective bidding UT then they should submit an undertaking on their letter-head regarding the timely establishment of same (if awarded the contract) within 1months from the date of issue of LOI. In this regard Self declaration certificate by the Authorized Signatory of bidding agency must be enclosed with the bid
17. The bidder must have on its roll at least 250 full time employees. Self declaration duly signed and attested by the HR head of the bidding agency counter signed by Chartered Accountant or Company Secretary shall be submitted along with the bid.
18. The bidder should not be blacklisted or debarred by UIDAI or the Ministry of Electronics & IT or the Central/State/UT Government in India. Duly notarized undertaking to this effect shall be submitted by the bidder on Rs. 100 non-judicial stamp paper.
19. The bidder has to submit undertaking that all the hired staff employees will be on its own payroll and ensure compliance of all labour laws.
20. The department may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;
21. The department may also sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.
22. The Service Provider will maintain the inventory of the equipment issued by the Registrar, The responsibility to keep up the health/condition of the said equipment lies with the Service Provider. The cost of the any damage caused due to mishandling which is not covered under warranty will be borne by the Service Provider who shall be responsible for getting it repaired from authorised service centres of the OEM. If the damage is non-repairable, then the damaged equipment shall be replaced by the Service Provider with the equipment of equivalent or higher specification with the prior approval of the Department (POSHAN J&K).
23. The Service Provider is required to return back all devices and equipment/ inventory issued to his department in working condition. The department can impose penalties on the Service



Provider in case the equipment is not returned or submitted in damaged /non-functional condition . The Service Provider is required to compensate with the equipment of equivalent or higher specification in case the equipment is stolen or lost. The Service Provider is required to notify the department of such cases.

24. The Service Provider also need to designate a dedicated Project Manager level personnel for the project to be deputed at State Registrar Office for liaison with Registrar, UIDAI (HQ, RO and/or Tech Centre etc.), Govt. Departments and Technical Personnel etc. The Project Manager will be responsible for coordination among all stakeholders, onboarding of Department, Operator onboarding and other project related work.

25. Legal proceeding if any of the matters between the approved supplier and Department of social Welfare (POSHAN Wing) shall be subject to the jurisdiction of Hon'ble Courts of J&K State only.

## 26. **Criteria for Evaluation of Bids**

The evaluation will be done in three phases by the Tender Evaluation Committee(s) (TEC) setup by the department. Any time during the process of evaluation, the department may seek specific clarifications (written / verbal) from any or all bidders on the recommendation of Tender Evaluation Committee.

## 27. **Integrity Pact (IP)**

Bidders are required to submit in original the pre contract integrity pact duly signed and witnessed as per Appendix I along EMD and Bid Document fees. This will be signed by the authorized signatory of the bidder with name designation and seal of the company. Bidders who do not sign the pact shall be disqualified from participation in the Bid process.

# 28. **Bid Criteria and Evaluation**

## 1. **Bid Evaluation Process**

Proposals will be reviewed by a Committee of Officers (the "Committee") appointed by the tendering authority (Mission Director POSHAN, J&K) or its designated representative(s). The tendering authority, or such other authority designated by the tendering authority is also referred to herein as the Committee of Officers (or "Committee"). The committee may be comprised of, or receive assistance from, several teams conducting parallel evaluations.

An authorized representative of the bidders shall initial/sign all pages of the original bid before uploading. The authorization shall be in the form of a written power of attorney accompanying the bid or in any other form demonstrating that the representative has been duly authorized to sign the bid on behalf of the bidder.

Evaluation of the bids will be done in three stages and at the end of every stage short listed bidders will be informed of the result through Central Public Procurement Portal. Evaluations will be based on the proposals, presentations and any additional information requested by the tendering authority. The following

wing is the procedure for evaluation.

## Various phases related to bid evaluation stages are outlined as under-

Stage	Bid Covers	Bid Submission
1	Mandatory Documents Required-	Scanned copy to be uploaded (for all 3 documents) AND original documents / bank instrument to be submitted in sealed envelope to Purchaser (as per fact sheet)
	I. Tender fees (Treasury receipt/Challan)	
	II. EMD / Bid Security (BG)	
	III. Integrity Pact	
	Pre-qualification bid	To be uploaded on portal
	Technical bid	To be uploaded on portal
2	Commercial bid	To be uploaded on portal

### Stage 1:

#### **1.1 Pre-Qualification bid**

- 1.1.1 The documentation furnished by the bidder will be examined prima facie to see if the technical skill base and financial capacity and other bidder attributes claimed therein are consistent with the requirements of this project and meet the pre-qualification criteria as specified in below table.
- 1.1.2 Firstly, the Mandatory documents as evidence for Tender Fees, EMD/Bid Security and Integrity Pact will be evaluated. If found unresponsive, then further bid evaluation will not be considered for that bidder.
- 1.1.3 Pre-Qualification Proposal will be evaluated as per the criteria mentioned in this section and only those bidders who qualify the requirements will be eligible for the next set of evaluations.
- 1.1.4 Each of the Pre- Qualification condition / criteria is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- 1.1.5 The evaluation committee may ask bidder(s) for additional information/ any clarification sought and/or arrange discussions with their professional, technical faculties to verify the claims made in bid documentation or to submit any document deemed fit by the committee for evaluation.
- 1.1.6 Purchaser shall open all documents mentioned under Pre-Qualification Evaluation Criteria. In case the Bidder does not meet any one of the conditions, the bid will be disqualified.
- 1.1.7 The submitted bid shall be evaluated in accordance with the requirements specified under Pre-Qualification Eligibility Criteria in this IFP. A checklist has to be created with proper page-wise indexing of all supporting documents. The nomenclature of each uploaded document should be unique and specific to criteria wise.

- 1.1.8 Only .pdf format should be accepted for evaluating the bid.
- 1.1.9 Technical Proposal and Commercial Proposal of bidders who do not meet the Pre-Qualification criteria will not be opened

## 1.2 Pre-Qualification/ Technical Bid Criteria

Mandatory Pre-Qualification criteria should be as mentioned below:-

#	Parameters	PQ criteria	Supporting docs
1	Legal Entity/ Registration of Company	<p>Bidder shall be:</p> <p>(i) A company incorporated in India under the Companies Act, 1956 / 2013 and subsequent amendments thereto;</p> <p style="text-align: center;">OR</p> <p>Registered Partnership firm / LLP/ Proprietorship.</p> <p>(ii) Registered with the GST</p> <p>(iii) The company/Firm should be in operation from last three financial years in India from bid submission due date.</p>	<p>(i) Valid copy of Certificate of Registration / Incorporation</p> <p>(ii) Valid copy of GST registration Certificate</p> <p>(iii) Self declaration from bidding agency for business operation in India from last three financial years</p>
2	Tender fees	Tender Fees of amount INR 10,000/-	Soft copy of Treasury receipt/Challan in respect of Tender cost by depositing the amount in major Head 0070-Other administrative services tender fees to be uploaded on portal and hardcopy to be submitted to department before bid due date.
3	EMD	The bidder should furnish an Earnest Money Deposit (EMD) 5% of the Project Cost i.e. INR 10 lakhs.	Bid security declaration and Soft copy of Bank Guarantee (BG)/ eBG towards EMD to be uploaded on portal and hardcopy to be submitted to department before bid due date.
4	Net Worth	The bidder should have positive net worth in last three financial years	<p>Copy of Audited Balance Sheet for last three financial year</p> <p>AND</p> <p>Certificate from Statutory Auditor clearly indicating net worth for last 3 FY.</p>

5	Turnover	The bidder should have a minimum average annual turnover of INR 1.5 Crores from related field i.e. Aadhaar enrolment services/skilled (computer related) manpower provided to Govt Departments	Audited Balance Sheet for last three (3) financial year  AND Certificate from Statutory Auditor or clearly indicating year wise turnover and average turnover for last three FY from the specific stated business service line.
6	Relevant Project Experience	The bidder should have experience in successfully executing/executed at least 100 centres/ locations for Aadhaar generation with any Government Department	Copy of Work Order /LOI or Signed copy of Agreement/M SA AND Client certificate for satisfactory performance under the respective ongoing/completed assignments/projects.
7	Declaration for setup of local support office	The bidder should have 2 local support office in respective bidding state. If the bidder, at the time of bidding, does not have a local support office at respective bidding state then they should submit an undertaking on their letter-head regarding the timely establishment of same (if awarded the contract) within 3 months from the date of issue of LOI.	Self declaration certificate by the Authorized Signatory of bidding agency
8	Manpower	The bidder must have on its roll at least 250 full time employees for BPO / KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services, Public Service Delivery type of projects	Self declaration for minimum 100 nos. of full time technically qualified professionals duly certified by Authorized Signatory/ HR Head of the bidding agency
9	Blacklist/ Debarred	The bidder should not be blacklisted or debarred by UIDAI or the Ministry of Electronics & IT or the Central Government/ PSU in India during last three years as on bid submission due date.	Duly notarized undertaking to this effect shall be submitted by the bidder on Rs. 100 non-judicial stamp paper
10	Integrity Pact	Submission of Integrity Pact	Scanned copy of duly signed integrity pact by Authorized Signatory of the bidding agency.

## TECHNICAL BID

Only those bidders who qualify all Pre-Qualification/Minimum Eligibility Criteria (Stage 1) requirements shall be qualified for technical bid evaluation.

- The Tender Committee (TC) reserves the right to reject a Service in case the offered service does not match the technical requirements/ objectives specified in Technical Bid.
- The technical bid shall first be reviewed for determining the Compliance of the Technical bids with the RFP terms and conditions, Minimum/ mandatory technical requirements, and the scope of work as defined in this RFP.

## **Stage 2: COMMERCIAL BID:**

- 2.1.1** The Commercial Bids of the “Technically Qualified Bidders” only will be opened. The criteria (stage 1) shall be of qualifying nature only i.e the bidder’s shall have to qualify in the stage 1 for financial evaluation. The bidder (s) who qualify stage 1 and emerged as L1 bidder in the financial evaluation shall be awarded the contract.
- 2.1.2** The commercial bidding parameter shall be the minimum rate quoted by bidder for per Aadhaar enrolment and Mandatory biometric update . The bidder quoting lower rate for per number for Aadhaar enrolment and Mandatory biometric update shall be declared L1.
- 2.1.3** It is envisaged to engage 2 (two) ‘Service Providers’ under each State/Region for the work. However, the purchase shall have the final discretion to decide the number of service providers to be engaged based on the requirement.
- 2.1.4** The cost for each successful Aadhaar Demographic Update and successful Aadhaar Enrolment/ Biometric Update (decided by UIDAI) shall be inclusive of all costs to be incurred by the agency for providing other additional services including but not limited to center facility, its management/ maintenance, manpower, Security, IT equipment installed for the purpose, connectivity etc. specified in the ‘Scope of Work’.
- 2.1.5** Any conditional bids shall be summarily rejected during the evaluation of the financial bids.
- 2.1.6** The revision in unit cost shall be applicable based on the revision of assistance for Aadhaar services by UIDAI from time to time.
- 2.1.7** If L1 bidder fails to supply the manpower within stipulated time, the bidder/firm will be fined and subsequently black listed besides, further necessary action as deemed fit by the authorities, including forfeiture of EMD including termination of contract will be taken and the L2 bidder shall be given first rights to match the L1 for quoted rates to receive an order for carrying out the services.
- 2.1.8** In case, L2 is unable to match the quoted rate by L1, the option shall be passed to L3, this process will be repeated moving from L3 to L4 and so on, till one more successful bidder emerges, offering the service at the discovered rate.

## **29. Termination**

The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events / non-compliance to this contract through (n) of this GC Clause G. In such an occurrence the Purchaser shall give not less than ninety (90) days' written notice of termination to the Service Provider:

- a. If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within ninety (90) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.
- b. If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- c. If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- d. If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.
- e. If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.
- f. If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one chance to the Service Provider to improve the quality of the services.
- g. If the Service Provider has been blacklisted by the UIDAI or disqualified for any reason.
- h. If the Service Provider fails to fulfill its obligations under contract clauses hereof.
- i. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to contract clauses hereof.
- j. In the event of Service Provider is found :
  - (i) Sub-contracting of work/services without the prior written approval of UIDAI.
  - (ii) Provided incorrect information to UIDAI.
  - (iii) Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.
- k. If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- l. If the Service Provider is found to have committed acts leading to breach of privacy, or not implemented the appropriate controls required for proper security of data.
- m. If the Service Provider discloses any confidential information provided during its engagement with UIDAI, UIDAI may terminate this Contract, forthwith. Upon termination of the Services under this Clause, UIDAI shall not be held liable for any kind of loss incurred to the other party

### **30. PAYMENT PROCEDURE :-**

- I. No advance payment shall be made.
- II. Payment will be made through the bank account of the firm through electronic mode .
- III. Outcome based payments shall be made to the agency by POSHAN on a monthly/quarterly basis based on the number of Aadhaar Generated as per report of UIDAI and coverage of the scope of work, fixed charge if any. The EA has to submit the bill/invoice with comprehensive statement of enrolment/UIDAI issued etc. details as per Mission POSHAN requirement to be submitted to respective controlling office as identified by Mission POSHAN J&K for payments. Registrar will make payment to successful bidder subject to receipt of payment from UIDAI taxes deducted at source (TDS), GST and other taxes as applicable will be recovered from payments to the suppliers.

31. Any other Clause if found necessary shall be entered in the agreement to be executed with this Department by the firm.

32. It shall be mandatory upon successful bidder to ensure that all the Govt mandated regulatory requirements with respect to engagement of operators and further deployment with the Mission POSHAN department are met and in case of any breach of such regulatory requirement, only the successful bidder shall be held responsible.

### 33. **Scope of work**

The scope of work of the successful bidder will be as per UIDAI guidelines (Bidder: Please check details scope on [www.uidai.gov.in](http://www.uidai.gov.in))

### 34. **Functional Scope:-**

#### **I) Hire & Train Manpower for enrolment.**

**Hiring manpower:** The successful bidder shall provide manpower to operate the ECMP kits as per the guidelines prescribed by UIDAI and SOP of J&K UT which shall be binding on the successful bidder for immediate implementation in case of any future modifications during the period of contract.

#### **II) Operator**

An Operator is employed by an Enrolment Agency to execute enrolment at the enrolment stations. To qualify for this role, person should satisfy the following criteria:

- a. The person should be of age 18 years and above.
- b. The person shall be 10+2 pass and should preferably be a graduate.
- c. The person should have been enrolled for Aadhaar and his/her Aadhaar number should have been generated.
- d. The person should have a basic understanding of operating a computer.

uter and should be comfortable with local language keyboard and transliteration.

e. The person should have obtained "Operator Certificate" from a Testing and Certification Agency appointed by UIDAI.

**Before starting work as an Operator:**

a. The person must be engaged and activated by any Enrolment Agency in accordance with UIDAI guidelines prior to commencing enrolment.

b. The person should have undergone Training Session conducted by Regional Offices/Enrolment Agency on Aadhaar Enrolment/Update Processes and various equipment and devices used during Aadhaar enrolment.

c. The person should have read the complete Training Material on Aadhaar Enrolment/Update available on UIDAI website before giving the certification exam.

d. The person should be comfortable with local language keyboard and transliteration.

e. Operator must submit his/her "On boarding Form" along with the required documents to the Enrolment Agency which in turn submit the form to concerned "UIDAI Regional Offices" for verification.

f. After verification Regional Offices will approve/reject the on boarding with the respective Enrolment Agency.

g. Enrolment Agency will then add the Operator by taking his/her biometrics in the Aadhaar client software and provide a User Name & Password to operate the Enrolment Machine.

h. Enrolled User means that the user's biometric details verification at UIDAI is successfully completed and stored in local database at the enrolment station.

### **III). Technical Team**

The successful bidder shall have two technical teams set-up at division level for both Jammu and Kashmir Divisions which shall provide technical support regarding enrolment/technical issues faced at any of the Aadhaar centre(s). The contact details of the technical team shall be shared with the department with any changes intimated from time to time.

#### **iv) Conduct Enrolment operations as per standard process**

1. The successful bidder would use the software provided by the UIDAI for the collection of demographic data and the biometric data only. The software will be supported by a user manual. UIDAI has defined clear-cut standard processes for Aadhaar enrolment which are published on UIDAI website and all enrolments being done need to be in accordance with SOP manual issued by UIDAI and any guidelines issued by Govt. of J&K.
2. It shall be the responsibility of the successful bidder to ensure that the UIDAI and J&K Govt. (if any) guidelines are followed in letter and spirit and the firm shall be held responsible for any deviation/wrong application/infringement of guidelines by any Aadhaar operator or from the Unique IDs issued to any of the operator using Aadhaar Enrolment Kits.



3. In case of serious misconduct/misuse or illegal use of equipment/ infringement of guidelines jeopardising the credibility of the department, the firm shall be liable for penalty up to 100% of the contract performance guarantee in addition to any legal action as mandated by law and penalty imposed by UIDAI. The firm shall also be blacklisted for further contract with the department.

#### V) **Send Enrolment Data to UIDAI**

The enrolment data must be uploaded through SFTP client of UIDAI within the prescribed time limit notified from time to time by the UIDAI. The successful bidder has to ensure adherence to the instructions laid down by UIDAI for transferring of resident packet data to UIDAI.

#### Vi) **Privacy & Security**

The successful bidder will be responsible to make sure that the data is kept in a very secure and confidential manner and under no circumstances, shall they either use the data themselves or part with the data to any other agency other than the UIDAI/ Mission POSHAN and shall be subject to audit by UIDAI/Mission POSHAN /their representative from time to time.

#### VII) **Provide Electronic MIS Report on Enrolment status.**

Successful bidder shall send enrolment statistics on enrolment status to Mission POSHAN on monthly basis. The formats and contents of the MIS reports shall be decided by the Mission POSHAN.

VIII) The successful bidder shall be entitled to keep the fee paid by the resident to the operator on account of the following updations done by the resident;

- a. Biometric update with or without demographic update.
- b. Demographic update.

The department shall deduct 10% of the amount levied by the operator on behalf of the successful bidder on account of the updations stated above as per the updation report by the UIDAI and the same shall be adjusted against the bill raised by the successful bidder to the department.

IX) The successful bidder shall bear all the running cost of operations at the Aadhaar centre including paper, ink, cartridges for printers etc and the department shall provide no support the same.

X) Publication of Rates charged from residents as per UIDAI guidelines shall be displayed at each Mission POSHAN Aadhaar centre in local languages/ English.

#### 35. **Service Levels (Illustrative)**

S.No	Performance of Indicator	Service level Metric	Penalty on breach of service level (Imposed)
1.	Availability of Enrolment Station (ES) at the particular centre/ POSHAN Project for setting up of ES as per the work plan.	The enrolment center should be operational within 15 days after the issuance of Letter of intent/ work order/contract.	Rs 50,000/- per month per instance of violation.

2.	Deployment of Mobile Enrolment stations (if any requested by the department) where vehicle had been arranged by the department.	The number of mobile enrolment station operating in any specific geographic locations should be in line with the approved work plan.	Rs 5000/- per month per instance , if not rectified within 30 days of notification by the department.
3	Data transfer to the UIDAI	10 days from the data of enrolment	Rs 1000 for every day of delay.
4	All other functions which the bidder is liable to carry out as contract and under the guidelines of UIDAI	No penalty shall get imposed by the statutory/controlling authorities including UIDAI on Mission Poshan due to fault/act/ Malpractices etc. Of bidder or any personnel engaged by the bidder	The entire penal amount imposed on Mission Poshan shall be recovered from the successful bidder whom the contract will be awarded.

36. The following is the UIDAI specified unit rates (from time to time) for different activities to be carried out and charged directly from the residents. No additional charge shall be collected by the agency. This is in addition to the assistance to be paid to the agency for each successful generation as per the bid amount mentioned by the agency.

Activity	UIDAI specified unit rates- to be charged by agency from the residents (Rs)
Aadhaar enrolment	Free
Mandatory biometric update	Free
Biometric update with or without Demographic update	100
Demographic Update	50
e-Aadhaar download and colour print out on A4 sheet	30

UIDAI pays Aadhaar assistance to Registrars, the bidder has to submit financial quote based on the type of enrolment/update performed.

S.No	Service	Rate of assistance paid to Registrar (in Rs.)
1	A a d h a a r Generation of residents in 0-5 age group (EC MP or CEL Client enrolment)	50/-
2	A a d h a a r Generation of residents more than 5 years age	100/-

3	Mandatory Biometric Update (05 to <07 years and 15 to <17 years)	100/-
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\*All rates are inclusive of GST .

\* The revision in unit cost shall be applicable based on the revision of assistance for Aadhaar services by UIDAI from time to time

**11. Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

**12. Past Project Experience**

**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.  
**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

**13. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

ACCOUNTS OFFICER MISSION DIRECTORATE POSHAN J&K  
payable at  
J&K

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

**14. Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

ACCOUNTS OFFICER MISSION DIRECTORATE POSHAN J&K  
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

**Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड दे वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने पर इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**