

GOVERNMENT OF INDIA
MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
NEW DELHI

REQUEST FOR PROPOSAL



**AADHAAR DATA QUALITY CHECK SERVICE AGENCY
(ADQCSA)**

RFP Number: 4(4)/57/418/2020-E&U-II

Dated - 23rd March, 2020

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1. SECTION I – INVITATION TO BIDDERS

1.1 PART-I: NOTICE INVITING TENDER

1. The CEO, UIDAI invites online bids from eligible bidders which shall be valid for minimum 180 days from bid submission end date as mentioned in critical date sheet for “Aadhaar Data Quality Check Service Agencies (ADQCSAs) and . Manual Bids will not be accepted.
2. RFP documents may be downloaded from UIDAI Website: <https://uidai.gov.in/ecosystem/uidai-ecosystem/tenders.html> (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>

Brief Scope of Work	<p>The Unique Identification Authority of India (UIDAI), Ministry of Electronics and Information Technology, Government of India invites proposals for Engagement of:</p> <p>Two Aadhaar Data Quality Check Service Agencies (ADQCSAs) to undertake the Quality Assurance work relating to processing applications of residents for Aadhaar enrolment and update of their Aadhaar related demographic data and photo recorded with it.</p> <p>Detailed Scope of Work and services expected from the agencies are provided in the Section IV - Scope of Work in the RFP document.</p>
Earnest Money Deposit to be submitted	Rs. 2.35 Cr (Rupees Two Crore thirty five lakhs only) in the form of Bank Guarantee

3. Bids shall be submitted online only at CPP portal website: <https://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the ‘Instructions to the Bidders’ for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. Not more than one bid shall be submitted by one Bidder. Under no circumstance will father and his son(s) or any other close relations who have business relationship with one another (i.e. where one or more partner(s)/director(s) are common), be allowed to bid for the same contract as separate competitors. A breach of this condition will render the bids of both parties liable to rejection.
5. Bidder who has downloaded the RFP from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the RFP form including downloaded price bid template in any manner. In case, if the same is found to be tampered /modified in any manner, bid will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with UIDAI.
6. **Pre- Bid Meeting:** A pre-bid meeting or Open Forum shall be held at Unique Identification Authority

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of India, 7th Floor, Aadhaar Building, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001. All prospective bidders are requested to send their queries or suggestions relating to the RFP by email to Sh. P K Jha, Deputy Director (E& U) praween.jha@uidai.net.in by 5.00 PM as per critical date sheet given in clause 1.1.9 below.

7. Based on queries and suggestions received from prospective bidders, if required, UIDAI may amend the RFP/issue corrigendum. Bidders are advised to visit again UIDAI website <https://uidai.gov.in/ecosystem/uidai-ecosystem/tenders.html> and CPPP website <https://eprocure.gov.in/eprocure/app> prior to closing date of submission of RFP for any corrigendum / addendum/ amendment.
8. The UIDAI reserves the right to reject any or all the Bids in whole or part, prior to signing of the Contract, without assigning any reasons.

9. Critical Date Sheet:

Published Date	T
Bid Document Download / Sale Start Date	T (1500 Hrs)
Submission of Clarification End Date (only through e-mail)	T + 14 days
Pre-bid meeting	T + 15 days (1500 Hrs)
Issue of clarifications/corrigendum	T + 25 days
Bid Submission Start Date	T + 26 days (1500 Hrs)
Bid Submission End Date	T + 40 days (1500 Hrs)
Bid Opening Date	To be announced later

10. The Hard Copy of original instruments in respect of Bid securing declaration / Earnest Money Deposit shall be submitted on or before bid opening date/time as mentioned in critical date sheet to Deputy Director (E& U II), Unique Identification Authority of India, 7th Floor, Aadhaar Building, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001, Phone – 011 23478407

1.2 PART-II: INVITATION TO BID

1.2.1 Preamble

This invitation to bid is for “**Request for Proposal for Aadhaar Data Quality Check Service Agencies (ADQCSAs)**”.

Two successful bidders will be engaged to undertake the Quality Check work of the Resident Aadhaar data relating to Enrolment and updates of Aadhaar. ADQCSAs, in general, will have equal opportunity with respect to the quantum of work available through the UIDAI portal following the procedure and protocols laid down by the UIDAI. The scope of work is further elaborated in the Section IV of the RFP. The engagement will be initially for a period of two years from date of signing of the contract which may be extended for a period of two more years on year to year basis as per terms specified in this RFP.

- a) Bidders are advised to study the Bid document carefully. Online submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Offers prepared in accordance with the procedures enumerated in Section II of the RFP should be submitted online on CPP Portal: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down in the CPP portal. Bidder is advised to follow the instructions provided in the ‘Instructions to the Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- b) Manual bids shall not be accepted.**
- c) Not more than one bid shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to bid for the same bid as separate competitors. A breach of this condition will render the bids of both parties liable to rejection.
- d) Bidder who has downloaded the bid document from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and Bid Securing declaration will be executed/EMD would be forfeited and bidder is liable to be banned from doing business with UIDAI.
- e) Intending bidders are advised to visit UIDAI website www.uidai.gov.in and CPPP Portal <https://eprocure.gov.in/eprocure/app> again prior to closing date of submission of tender for any corrigendum / addendum/ amendment.

- f) The Hard Copy of original instruments in respect of Bid Securing declaration/Earnest Money Deposit (EMD) , must be delivered to the address as mentioned in Section 1.2.2-Schedule for Invitation to bid, on or before bid opening date/time as mentioned in CPPP portal.
- g) All Bidders must submit a Bid Securing declaration or BG of EMD (Earnest Money Deposit) as per FORM 18 Bank Guarantee for EMD (Appendix XVIII), except those bidders who are Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization or concerned ministry or department or start up as recognized by Department of Industrial policy and promotion (DIPP). Such bidders are exempted from payment of EMD. Such bidders will have to submit Bid Securing declaration form as per clause 5.2.7(FORM 22 Appendix XXII).
- h) The RFP shall be available online at CPP Portal till the last date & time of submission of bids.
- i) Bids shall be submitted online only at CPPP Portal: <https://eprocure.gov.in/eprocure/app>
- j) Bids will be opened as per date/time as mentioned in Section 1.2.3. After online opening of Pre-Qualification/Technical Bid and their evaluation, Financial Bid opening date will be intimated later.
- k) This RFP is being issued with no financial commitment and the Purchaser reserves the right to change or vary any part thereof at any stage. UIDAI reserves the right to withdraw RFP at any stage without assigning any reason.

1.2.2 Schedule for Invitation to Bid

a)	Name of the Purchaser	The Chief Executive Officer, Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, Govt. of India (Gol), UIDAI HQ, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001
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b)	Name of the Contact Person for any clarification	<p>Shri Praween Kumar Jha DD(E&U II)</p> <p>Unique Identification Authority of India (UIDAI), MeitY, Govt. of India (GoI), 7th Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001</p> <p>Queries should be submitted via E-mail and followed by paper copy through post E-mail: praween.jha@uidai.net.in</p>
c)	Date till which the response to the bid should be valid	180 days from the date of opening of Pre-Qualification Bids.

1.2.3 Important Dates

The following table provides information regarding the important dates of the Bid process for this Bid:

Activity	Date
Published Date	T at 1800 hrs
Pre-Bid Conference Time, Date, & Venue	<p>T + 15 days at 1500 Hrs</p> <p><u>Venue:</u> Conference Hall, 7th Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001</p> <p>Note: A maximum of three representatives per Bidder would be allowed to participate. Bidders will have to intimate the details of the attendees at least 2 days prior to the scheduled date of the Pre-bid conference at the email ID: praween.jha@uidai.net.in</p>
Submission of Clarification by bidders, if any	<p>T+14 days on or before 1700 Hrs</p> <p>All the queries should be received on or before the prescribed date & time, through email only with subject line as follows: “RFP for ADQCSA_Pre Bid Queries _<Bidder’s Name>”.</p> <p>The queries should be submitted as per the format prescribed</p>

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	in Section 5.1.10 Annexure X. The Pre-Bid queries to be sent at the email ID: praween.jha@uidai.net.in
Clarification / corrigendum to be uploaded on the CPP Portal	T + 25 days at 1800 Hrs Note: Purchaser shall not be obligated to respond to any or all the queries. Purchaser may, at its sole discretion, choose to publish responses to the pre-bid queries and/or any corrigendum on Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) or may send the same through e-mail or any other means.
Bid Submission Start Date	T + 26 days at 1000 hrs
Bid Submission End Date	T + 40 days at 1500 hrs Proposals and supporting documents shall be signed, scanned and uploaded in the format and mode as provided for in the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) for this RFP. Documents should be signed by the authorized signatory of the Bidder.
Opening of Pre- Qualification/Technical Bids	T + 41 days at 1600 hrs <u>Venue:</u> UIDAI HQ, New Delhi Note: A maximum of two representatives per bidder would be allowed to participate
Opening of Financial Bids	Will be communicated later

Note: The above dates, time and venue may be altered by the Purchaser at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above table is further elaborated in the subsequent sections of this RFP and the information provided in the table and subsequent sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.

1.2.4 Other Details

Area	Description
Method of Selection	Quality cum Cost based Selection. Please refer clause 2.4 under section II – Instructions to Bidders
Availability of RFP Documents	Notice Inviting Tenders (NIT) would be available on Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app) and also on https://uidai.gov.in under Tender section

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Area	Description
Bid Securing Declaration / Earnest Money Deposit (EMD)	Rs. 2.35 Cr (Rupees Two Crore thirty five lakhs only) by Bank Guarantee (as per format attached in FORM 18 Clause 5.2.3 Appendix XVIII) or Bid Securing declaration (as per format in FORM 22 Clause 5.2.7 Appendix XXII)
Submission of Bid Securing Declaration /EMD (Physical hard copy submission)	Bidders shall submit Bid Securing Declaration /EMD in a sealed envelope titled “Bid Securing Declaration /EMD - RFP for ADQCSA” to the address as mentioned in 1.2.2(b) Schedule for Invitation to bid before the bid submission end date. Copy of Bid Securing Declaration /EMD also needs to be uploaded on e-procure portal under the separate cover as provided above. If the Bid Securing Declaration/EMD are not received by the prescribed date and time, the Proposal submitted by the Bidder will be liable to be summarily rejected.
Date and time for Opening of Commercial Bids.	To be intimated later
Language of Bid Submission	Proposals should be submitted in English only.
Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.

2. SECTION-II - INSTRUCTION TO BIDDERS

2.1 PART-I: INSTRUCTION FOR ONLINE SUBMISSION OF BID

1. This RFP process will be administered through the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>). The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the CPP Portal, preparing their proposals in accordance with the requirements defined in this RFP and submitting their proposals on the CPP Portal. More information for submitting the Bids online on the CPP Portal may be obtained at <https://eprocure.gov.in/eprocure/app>.
2. All the pages of the Bid must be sequentially numbered and **must contain the list of contents with page numbers**. Any deficiency in the documentation may result in the rejection of the Bid. Failure to submit the Bid on time could cause a proposal to be rejected. The Purchaser will not accept delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than uploading on the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>).
3. Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in this Section should be submitted online only through CPPP website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down at the critical date and time section.

2.1.1 Registration

1. The Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link. Enrolment on the CPP Portal is free of charge. As part of the enrolment process, the Bidders will be required to choose a unique username and a password for their accounts. Upon enrolment, the Bidders will be required to register their valid digital signature certificate issued by any Certifying Authority recognized by the Controller of Certifying Authorities, India with their profile. Only one valid DSC should be registered by a Bidder. The DSC should be in the name of the person duly authorized by the Bidding entity to do all acts necessary for submitting the Proposal and execution of work under this RFP. The Bidders are responsible to ensure that only the authorised persons may use the DSCs. The Bidder then logs in to the site through the secured log-in process by entering the user ID / Password and the Password of the DSC / eToken.

2.1.2 Searching for tender documents

1. There are various search options available on the CPP Portal to facilitate the Bidders to search active RFPs by several parameters. These parameters include RFP ID, organization name, location, date, value etc. There is also an option for advanced search for active RFPs,

wherein the Bidders may combine a number of search parameters such as organization name, location, date, etc. to search for an RFP published on the CPP portal. Once the Bidders have selected the RFP they are interested in, they may download the required documents / RFP schedules. These RFP documents can be moved to the respective “My Tenders” folder. This will enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any Corrigendum issued to the RFP document. The Bidder should make note of the unique RFP ID assigned to each RFP, in case they want to obtain any clarification / help from the Helpdesk.

2.1.3 Preparation of Bids

1. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids.
2. The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid. The Bid documents can generally be in the PDF/ XLS/ RAR formats. The Bid documents may be scanned with 100 dpi with black and white option.

2.1.4 Submission of Bids

1. The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned in the critical date sheet of the RFP.
2. The Bidder will not be allowed to submit the Bid after the Bid submission time.
3. The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in this RFP. The Bidder shall furnish, as part of its Bid, Bid Securing Declaration or an EMD amount as mentioned. In case of EMD, the Bidder has to select the payment option as “Offline” to pay the EMD as applicable and enter the details of the instrument. The Bidder shall seal the EMD envelope containing the original Bank Guarantee. The Bidder shall mark its name and RFP reference number on the reverse of the Bank Guarantee before sealing the same. The address of the Purchaser, Name and Address of the Bidder and the RFP Reference Number shall be marked on the envelope. The envelope shall also be marked with a sentence “NOT TO BE OPENED BEFORE THE DATE AND TIME OF PRE-QUALIFICATION/TECHNICAL BID OPENING”. If the envelope is not marked as above, the Purchaser will not assume any responsibility for its misplacement, pre-mature opening etc.
4. A standard BoQ format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their financial Bids in the format provided and no other format will be acceptable. The BoQ format for this RFP can be downloaded from the CPP Portal.
5. Upon successful and timely submission of Bids, the portal will give a successful Bid submission message and a bid summary will be displayed with the Bid number and the date and time of submission of the Bid with all other relevant details.
6. The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.

7. The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.

2.1.5 Assistance to Bidders

1. Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority and the relevant contact person indicated in this RFP. Any queries relating to the process of online Bid submission or queries relating to the CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk. The national toll free number for the helpdesk is 18002337315.

2.1.6 Consortium

1. Bids received from Consortiums will not be considered. Such bids shall be termed as 'invalid'.

2.1.7 Tenure of the Contract

1. The Contract shall be in force for two (02) years subject to adherence to timelines/time frame and as per the Terms and Conditions of the Contract.
2. **Extension of the contract:** The contract may be extended by two more years, on year to year basis. The extension shall be at the discretion of UIDAI. During extension period, the rate shall be increased by 5% each year (Rate for 2nd year of extension shall be the rates of 1st year of extension but increased by 5%). However, extension shall be subject to the satisfactory performance of the service provider and solely at the discretion of UIDAI.

2.1.8 Clarification of Bid Document

1. A prospective Bidder requiring any clarification of the Bid Document may notify the UIDAI in writing at the UIDAI's mail address indicated in 1.2.2 Schedule for Invitation to bid. The queries must be submitted over mail in filled excel as per Annexure X of Clause 5.1.10 under section V.
2. The UIDAI may/may not respond, to request for clarifications of the Bid Document, received not later than the date prescribed by the UIDAI in section 1.2.3 of this Bid document.

2.1.9 Amendment to the Bid Document

1. At any time prior to the bid submission date and time, the UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an amendment.
2. The amendment will be notified by UIDAI which will be binding on all bidders.
3. In order to provide prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the UIDAI may, at its discretion, extend the last date for the receipt of Bids.

2.1.10 Language of Bids

1. The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the UIDAI, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so

long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

2.1.11 Online Bid submission process

1. The tender shall be submitted Online (complete in all respect), must be uploaded on <https://eprocure.gov.in/eprocure/app> in two packets i.e. Two Cover system (Cover - 1 and Cover -2), and bidder must follow the procedure as detailed in Section 2.5 – PART-V: ONLINE BID PREPARATION AND DOCUMENTS CHECKLIST, as summarized below.

2. The bid shall be submitted online, the Signed and Scanned copy of all the required documents in –

Packet-1 (Pre Qualification and Technical bid) having viz.,

- **Part I – Pre qualification**

- i. EMD/Bid securing declaration (FORM 22 – Annexure XXII – Clause 5.2.7)
- ii. Integrity pact (FORM 19 – Annexure XIX – Clause 5.2.4)
- iii. Non Disclosure Agreement (FORM 21 – Annexure XXI – Clause 5.2.6)
- iv. Pre Qualification Checklist (FORM 1 - Annexure I – Clause 5.1.1)
- v. Pre Qualification Bid Format – General information (FORM 2 - Annexure II – Clause 5.1.2)
- vi. Project Execution Experience (FORM 4 - Annexure IV – Clause 5.1.4) relevant to serial no 6 Clause 2.2.1.6
- vii. Statement of Deviation (FORM 8 - Annexure VIII clause 5.1.8)
- viii. Acceptance of Terms and Conditions of RFP (FORM 9 - Annexure IX clause 5.1.9)

- **Part II - Technical Bid Submission**

- i. Technical Evaluation Checklist (FORM 3 - Annexure III clause 5.1.3)
- ii. Project Execution Experience (FORM 4 - Annexure IV clause 5.1.4 relevant to serial no 1.2 clause 2.3.1)
- iii. Technical Proposal Cover Letter (FORM 5 - Annexure V clause 5.1.5)

(Sequence of documents to be followed as per checklist and proper index to be provided)

Packet-2 (Commercial Bid) having viz.,

- i. Commercial Quote in the form of BOQ_XXXX.xls

Note: Bidder shall not submit its price bid in any form other than BOQ_xxxx.xls.

3. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading. All the files

mentioned should be in .PDF format except for the BoQ which should be .xls format.

4. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

2.1.12 Bid Prices

1. The Bidder shall fill up BOQ_XXXX.xls for Rate per packet for quality check, it proposes to provide under the Contract.
2. The rate per packet quoted in the above mentioned proforma will be used to calculate cost for 'change orders', if any.
3. Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs.00.00)
4. In the absence of any information, as requested above, a bid may be considered incomplete and summarily rejected.
5. The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the study of the bill of material in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.

2.1.13 Firm Prices

1. Prices(Rate per packet) quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in BOQ_XXXX.xls enclosed with the Bid. The Bid Prices shall be indicated in Indian Rupees (INR) only.
2. The Commercial bid should clearly indicate the price to be charged and should include all taxes, fees and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in BOQ_XXXX.xls
3. Any subsequent change in taxes, post submission of bid, will be adjusted accordingly in the payment structure.

2.1.14 Discount

1. The Bidders are advised not to indicate any separate discount. Unconditional Discounts, if any, should be merged with the quoted prices. Discount of such type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, which is found to be the lowest, without considering discount, the UIDAI shall avail such discount at the time of award of contract.

2.1.15 Bid Securing Declaration or EMD (Earnest Money Deposit)

Bidder may submit either Bid Securing Declaration or EMD

2.1.15.1 Bid Securing Declaration

- a. The Bidders shall submit Bid Securing Declaration (As per Section 5.2.7 Appendix XXII – FORM 22) in a sealed envelope.
- b. Copy of the Bid Securing Declaration should be uploaded onto the CPP Portal and the hardcopy of the same shall be submitted as per guidelines mentioned in Section II.

- c. In case the Bid Securing Declaration is not received by the stipulated time then the Purchaser reserves the right to forfeit and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- d. The Bid Securing Declaration will be executed :
 - i. If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
 - iii. During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- e. The decision of the Purchaser regarding execution of Bid Securing Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

2.1.15.2 Earnest Money Deposit (EMD)

- a. The Bidders shall submit an Earnest Money Deposit (EMD) of Rs. 2.35 Cr (Rupees Two Crore thirty five lakhs only) as bid security fee in a sealed envelope. EMD in any other form will not be accepted.
- b. EMD must remain valid for at least 180 (One Hundred and Eighty) +45 days from the last date of bid submission date and the validity of the EMD should be extended in the event the last date of submission of the Proposal is extended.
- c. Copy of the EMD instrument should be uploaded onto the CPP Portal and the hardcopy of the same shall be submitted as per guidelines mentioned in clause 2.5 PART-V: ONLINE BID PREPARATION AND DOCUMENTS CHECKLIST.
- d. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances as mentioned in below.
- e. The Indian bidders which are Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization or concerned ministry or department or start up as recognized by Department of Industrial policy and promotion (DIPP) are exempted from payment of EMD. In this case, the bidders must submit the copy of valid registration certificate. However, such bidders will have to submit bid securing declaration.
- f. EMDs of all unsuccessful Bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the awards of contract.
- g. The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format as specified in this RFP) by the successful Bidder.

- h. In case the EMD/Bid securing declaration is not received by the stipulated time then the Purchaser reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- i. The EMD may be forfeited:
 - i. If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
 - iii. During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- j. The decision of the Purchaser regarding forfeiture of the EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

2.1.16 Period of Validity of Bids

1. Bids shall remain valid for 180 days after the date of opening of Pre-Qualification and Technical Bids prescribed by the UIDAI. A bid valid for a shorter period may be rejected by the UIDAI as non-responsive.
2. In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid. The validity of Bid Securing Declaration /EMD may be extended on mutual agreement between bidders and UIDAI. However, A Bidder will not be permitted to modify its bid.

2.1.17 Format and Signing of Bid

1. Tender bid must contain the name, office and office addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures. A Power of Attorney or board resolution must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of company.
2. Un-signed, un-stamped and without certificate for authorized person, bid shall not be accepted.
3. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
4. All pages of the bid being submitted must be legible, signed and sequentially numbered by the bidder irrespective of the nature of content of the documents before uploading. Ambiguous bids will be out rightly rejected.

2.1.18 Address of Correspondence

1. The Bidder shall designate the official mailing address, place, and email to which all correspondence shall be sent by the UIDAI.

2.1.19 Opening of Bids by UIDAI

1. Online bids (complete in all respect) received along with Bank Guarantee for EMD or Bid Securing Declaration (Physically) will be opened as mentioned in the Section 1.2.3 – Important Dates. Bid received without EMD or Bid Securing Declaration will be rejected straight way. EMD or Bid Securing Declaration original instrument must be submitted to the address as mentioned in 1.2.2 Schedule for Invitation to bid on or before the last date of submission of Bids.
2. A duly constituted committee will evaluate the bids.
3. Bids of only eligible and pre-qualified bidders will be taken up for further evaluation.
4. The Bidders' names, modifications, bid withdrawals and the presence or absence of the requisite Bid Security and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the bid opening.

2.1.20 Right to Accept/ Reject the Bid

1. Purchaser reserves the right to accept or reject any Bid and to annul the RFP process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

2.1.21 Dis-qualification

1. Purchaser may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:
 - i. Submitted the application after the response deadline;
 - ii. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;
 - iii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
 - iv. Submitted an application that is not accompanied by required documentation or is non-responsive;
 - v. Failed to provide clarifications related thereto, when sought;
 - vi. Submitted more than one bid ;
 - vii. The bidder qualifies the proposal with his own conditions.
 - viii. In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.

2.1.22 Non Exclusivity

1. UIDAI reserves the right to engage any other agency that it identifies to have fulfilled the criteria required for the proposed services in this RFP at any point of time during the tenure of the contract period or beyond the tenure of the contract period.

2.2 PART-II: ELIGIBILITY CRITERIA : Pre Qualification

2.2.1 Criteria for Pre-Qualification

1. Original copy of EMD/Bid Securing declaration to be submitted before bid closing date.
2. Copy of EMD/Bid securing declaration also needs to be uploaded on e-procurement portal. If the Bid Securing Declaration /EMD are not received by the prescribed date and time, the Proposal submitted by the Bidder is liable to be summarily rejected.
3. Integrity Pact shall be submitted in the format provided in **Appendix XIX FORM 19** as per Section 5.2.4.
4. Non-Disclosure Agreement shall be submitted in the format provided in **Appendix XXI FORM 21** as per Section 5.2.6
5. FORM1, FORM 2, FORM 4, FORM 8 & FORM 9, as per Annexure I,II, IV, VIII & IX respectively, duly filled up and signed.
6. Other Criterion for Pre-Qualification are as per table below:
(To be submitted in the format Annexure I FORM I)

#	Parameter	Pre-Qualification Criteria	Evidence required
1	Bid Securing declaration/ BG of EMD	Bid Securing declaration/BG of EMD is submitted in original and the scanned copy is uploaded	<p>Bid Securing declaration/Bank Guarantee for EMD.</p> <p>Bidders who are Micro and small enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization/NSIC or MeITY or start up as recognized by Department of Industrial policy and promotion (DIPP) are exempted from payment of BG OF EMD, but they have to submit and upload bid securing declaration. In addition, the MSE/startup must also upload copy of valid registration certificate.</p>
2	Legal Entity/ Registration of Company	<p>The bidder may be:</p> <p>Government Organization/PSU/PSE</p>	Self-declaration by Authorised signatory

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		OR	
		A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto.	Copy of the Certificate of Incorporation
		OR	
		A partnership registered under the India Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India.	Copy of Registration Certificate
3	Registration with Tax Authorities	The Bidder must be registered with appropriate authorities for all applicable statutory duties/ taxes and comply with all taxation norms	Self-certificate undertaking on company's letter head duly signed by company's authorized signatory that on the date of bid submission the company is complying all statutory duties/ taxation norms of India and possesses all necessary certificates to this effect.
4	Revenues from Services	Bidder shall have an average annual turnover of at least INR 300 Crores in last 3 financial years from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES	<p>Audited financial statements for the last three financial years (FY 2016-17, 2017-18, 2018-19) clearly mentioning turnover from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES .</p> <p>In case the turnover on account of from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES is not mentioned separately in the audited financial statements, the bidder shall provide a certificate from statutory auditor/ Company Secretary/ Chartered Accountant stating the turnover from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES in last three financial years (FY 2016-17, 2017-18, 2018-19), duly attested by company's authorized</p>

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			signatory.
5	Man power	The Bidder should have a minimum 5000 employees on its pay roll as on last date of previous month of closing date of bid submission.	Certificate by HR head of the bidder duly countersigned by a bid authorized signatory

6	Project execution experience in India	<p>Bidder shall have experience in execution/completion of Manpower supply (manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES contracts in Central Govt. / State Govt./ PSUs/ Autonomous Bodies/private enterprise in last 7 years ending on last date of previous month of closing date of bid submission, of at least :-</p> <p>(a) One contract of value not less than the amount equal to Rs 48 Cr;</p> <p>OR</p> <p>(b) Two contracts each costing not less than the amount equal to Rs 36 Cr;</p> <p>OR</p> <p>(c) Three contracts each costing not less than the amount equal to Rs 24 Cr</p> <p>For evaluation purpose: Following contracts will be considered for evaluation:</p> <p>(i) which have been completed within above mentioned period of 7 years; and/or</p> <p>(ii) which have not been completed but have Gone live</p>	<p>(a)(i) Copy of PO/WO + client's completion certificate for contract(s) which are complete;</p> <p>OR</p> <p>(a)(ii) Copy of PO/WO + Client's certificate for contract(s) which are not complete but gone live and currently are in running/operation phase. Certificate shall mention that contract(s) has gone live and currently is in running/operation phase.</p> <p>(b) Authorized signatory's certificate about the contract stating – (on FORM 4 of clause 5.1.4)</p> <ol style="list-style-type: none"> i. Total value of PO/WO, ii. date of commencement and completion of contract, iii. total scope of PO/WO, iv. Whether the contract has been completed in all respects. If contract is not completed, in that case certificate shall mention that the contract has gone live and is currently in running/operation phase. v. Overall cost of Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification services/ITES. <p>(c) For contracts under Non-Disclosure Agreement with the client, the bidder, in lieu of (a) or (b) above, shall submit the copy of NDA along with Company's statutory auditor/ Company Secretary/ Chartered Accountant certificate duly attested by company's authorized signatory, stating –</p>
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		<p>and currently are in operation/running phase.</p> <p>Note: For evaluation purpose of such contracts as mentioned at (i) or (ii) above – Overall value of contract consisting of Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES etc shall be considered. This consideration of the overall cost/value of the contract for evaluation shall be irrespective of the current state of contract and irrespective of the value of the completed portion of the contract/project. Value is excluding taxes.</p>	<ul style="list-style-type: none"> i. Total value of PO/WO, ii. date of commencement and completion of contract, iii. total scope of PO/WO, iv. Whether the contract has been completed in all respects. If contract is not completed, in that case certificate shall mention that the contract has gone live and is currently in running/operation phase. v. Overall cost of Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification services/ITES.
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7	Blacklisting	The bidder should not be banned from carrying out business either with the entire Central Government of India or the Ministry of Electronics & IT, Govt. of India or the UIDAI on last date of previous month of closing date of bid submission. A similar ban before the award of the contract shall also disqualify the bidder.	Self-certificate/ undertaking on Company's letter head duly signed by company's authorized signatory.
8	ISO certification	Should have ISO 9001:2015 Certification or latest	Copy of certificate
9	Facility	The Bidder must have facilities at two different cities, each with a capacity of at least 300 persons.	Self-certification by Authorised signatory – may be verified by UIDAI either during bidding process or before award of contract
10	Authorized signatory declaration	Tender bid must contain the name, office and office addresses including telephone number(s) of the person(s) who are authorized to submit the bid with their signatures.	A Power of Attorney or board resolution must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of company.

Note:

- Supporting evidences for Pre-Qualification as per Annexure I FORM I of Section 5.1.1 are required to be submitted for the Pre-Qualification Criteria as above.
- UIDAI may seek clarification/ original documentary evidence on any of the submitted documents at any point during the evaluation. Bidders may have to submit supporting documents if required during the evaluation.
- UIDAI reserves the right to reject the Proposal in case the bidder fails to satisfy any of the condition mentioned in the Pre-Qualification Criteria during the evaluation.

2.3 PART-III: TECHNICAL EVALUATION (To be done for only those companies who qualify in Pre Qualification)

2.3.1 CRITERIA FOR TECHNICAL EVALUATION

Bid of each pre qualified bidder will be evaluated technically as per marking criteria as below:

S. No.	Criteria	Marks (Max)	Documents Required
1	Company Profile	40 Marks	
1.1	<p>Average annual turnover in last 3 financial years from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES</p> <p>(i) For Turnover of 900 cr or more - 10 Marks</p> <p>(ii) For Turnover of More than 700 cr and less than 900 cr - 7 Marks</p> <p>(iii) For Turnover of more than 500 cr and up to 700 cr - 5 Marks</p> <p>(iv) For Turnover of more than 300 cr and up to 500 cr - 3 Marks</p>	10 Marks	<p>Audited financial statements for the last three financial years (FY 2016-17, 2017-18, 2018-19) clearly mentioning turnover from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES.</p> <p>In case the turnover on account of from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification is not mentioned separately in the audited financial statements, the bidder shall provide a certificate from statutory auditor/ Company Secretary/ Chartered Accountant stating the turnover from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES in last three financial years (FY 2016-17, 2017-18, 2018-19), duly attested by company's authorized signatory.</p>
1.2	<p>Experience of execution/completion of projects in Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES in last 7 years ending on last date of previous month of closing date of bid submission with</p>	30 Marks	<p>(a)(i) Copy of PO/WO + client's completion certificate for contract(s) which are complete;</p> <p>OR</p> <p>(a)(ii) Copy of PO/WO + Client's certificate for contract(s) which are not complete but gone live, currently are in running/operation phase. Certificate shall</p>

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S. No.	Criteria	Marks (Max)	Documents Required
	<p>value as under.</p> <p>Marks will be given for each project satisfying the following:</p> <p>(i) For one project of >= 100 Cr - 30 Marks</p> <p>(ii) For one project of >= 80 Cr Upto 100 Cr -26 Marks</p> <p>(iii) For one project of >=60 Cr Upto 80 Cr - 22 Marks</p> <p>(iv) For one project of >= 48 Cr Upto 60 Cr - 18 Marks</p> <p>(v) For one project of >= 36 Cr upto 48 Cr - 9 Marks</p> <p>(vi) For one project of >= 24 Cr upto 36 Cr - 6 Marks</p> <p>For evaluation purpose:</p> <p>Following contracts will be considered for evaluation:</p> <p>(i) which have been completed within above mentioned period of 7 years; and/or</p> <p>(ii) which have not been completed but have Gone live and currently are in operation/running phase.</p> <p>Note: For evaluation purpose of such contracts as mentioned at (i) or (ii) above – Overall value of contract consisting of Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES etc shall be considered. This consideration of the overall cost/value of the contract for evaluation shall be irrespective of the current</p>		<p>mention that contract(s) has gone live and currently is in running/operation phase.</p> <p>(b) Authorized signatory’s certificate about the contract stating – (on FORM 4 of clause 5.1.4)</p> <ol style="list-style-type: none"> i. Total value of PO/WO, ii. date of commencement and completion of contract, iii. total scope of PO/WO, iv. Whether the contract has been completed in all respects. If contract is not completed, in that case certificate shall mention that the contract has gone live and is currently in running/operation phase. v. Overall cost of Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification services/ITES. <p>(c) For contracts under Non-Disclosure Agreement with the client, the bidder, in lieu of (a) or (b) above, shall submit the copy of NDA along with Company’s statutory auditor/ Company Secretary/ Chartered Accountant certificate duly attested by company’s authorized signatory, stating –</p> <ol style="list-style-type: none"> i. Total value of PO/WO, ii. date of commencement and completion of contract, iii. total scope of PO/WO, iv. Whether the contract has been completed in all respects. If contract is not completed, in that case certificate shall mention that

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S. No.	Criteria	Marks (Max)	Documents Required
	state of contract and irrespective of the value of the completed portion of the contract/project. Value is excluding taxes.		<p>the contract has gone live and is currently in running/operation phase.</p> <p>v. Overall cost of Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification services/ITES.</p>
2	Organizational Capability	20 Marks	
2.1	<p>Existing language capabilities of carrying out Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES services in Assamese, Bengali, English, Gujarati, Hindi, Kannada, Konkani, Malayalam, Manipuri, Marathi, Nepali, Oriya, Punjabi, Tamil, Telugu and Urdu with respect to number of resources with the bidder(It can be at multiple locations)</p> <p>The minimum number of existing resources for respective languages shall be as under:</p> <p>(i) Hindi/English – Minimum 200 Resources each</p> <p>(ii) Gujarati/Marathi/Malayalam/Tamil/Kannada/Telugu – Minimum 20 resources each</p> <p>(iii) Remaining languages – Minimum 10 resources each</p>	10 Marks	<p>Self-Certification by HR head countersigned by authorised signatory mentioning current language capabilities in Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES count of employees in each language with location of deployment to be provided.</p>

S. No.	Criteria	Marks (Max)	Documents Required
	(i) 10 Marks - All 16 languages (ii) 7 Marks 12-15 Languages (iii) 5 Marks - 9 – 11 languages (iv) 3 Mark -Less than 9 but minimum 6 languages (v) 0 Marks - Less than 6		
2.2	Current infrastructure with seating capacity of at least 300 persons or more at each location <ul style="list-style-type: none"> • 10 Marks – More than 5 locations • 7 Marks – 3-5 locations • 5 Marks – 1-3 locations 	10 Marks	Self-Certification by authorized signatory Location address and capacity to be mentioned
3	Presentation by bidders on parameters as below	40 Marks	These marks will be allocated based on detailed presentation along with plans/documents for each criteria submitted as part of the bid and also presentation to the evaluation committee. [Bidder to submit presentation along with plans/documents for each criteria in bid]
3.1	Robustness of Implementation Plan	10 Marks	Detail on Implementation Plan to be submitted.
3.1.1	Plan to go steady state in shortest time	2.5	
3.1.2	Additional measures to exceed Quality SLA	2.5	
3.1.3	Additional measures to exceed TAT SLA	2.5	
3.1.4	Ability to take on sudden variations in load	2.5	
3.2	Physical infrastructure available or Details of infrastructure proposed(give details as per criteria) for carrying out QC operations of this Bid	10	Details on infrastructure to be submitted.

S. No.	Criteria	Marks (Max)	Documents Required
3.2.1	Description of proposed centers for QC and connectivity to UIDAI DC proposed to be set up. Adequacy in terms of suitability of location, connectivity of location from nearby public transport, physical and data security, power backup, environmental protection, telecom infrastructure.	5	
3.2.2	Security measures like CCTV with live streaming to UIDAI HQ and ROs	4	
3.2.3	Amenities planned at centers	1	
3.3	Recruitment Process that the bidder would adopt for engaging the resources	10 Marks	Details on proposed process to be submitted
3.3.1	Identification of resources with prior similar experience	2.5	<ul style="list-style-type: none"> • A certificate, signed by HR head, duly countersigned by authorized signatory. • UIDAI may ask the bidder to prove their commitment during contract operations.
3.3.2	Measures over and above standard Background Check to ensure resource's integrity	2.5	
3.3.3	Commitment for employee retention. Bidders to give commitment of % of employees (deployed by vendors for Quality Check under this contract) that will have minimum of 3 months experience in company <ul style="list-style-type: none"> • 95% or more – 5 • 90% or more – 3 • 85% or more – 2 • Less than 85% - 0 	5	
3.4	Training methodology	10 Marks	Training methodology, trainers, training areas and training infrastructure and related suggestions to be submitted
3.4.1	Training infrastructure proposed to be established for duration of the contract	5	

S. No.	Criteria	Marks (Max)	Documents Required
3.4.2	Use of ICT /Automated tools, VC for imparting training	5	
	Total Technical Score(TS)	100	

Note:

- Minimum Technical Score(TS) to qualify for commercial evaluation is 70 Marks.
- Supporting Documents along with Checklist as per Annexure III FORM 3 of Clause 5.1.3 are required to be submitted for the Technical Evaluation Criteria as above.
- UIDAI may seek clarification/ original documentary evidence on any of the submitted documents at any point during the evaluation. Bidders may have to submit supporting documents if required during the evaluation.
- Pre-qualified bidders would be required to make a technical presentation before the evaluation committee. The date and time of the presentation will be communicated to the bidders by the purchaser.
- The Evaluation Committee or any officer(s) nominated by it may visit the proposed QC sites/existing capabilities as mentioned in documents submitted as per clause 2.3.1 of the bid and may interact with his existing client, if required. The bidder may be required to facilitate the visit of UIDAI officials as required. Discrepancy between stated capacity/capabilities/documents submitted and site verification shall result in immediate disqualification. The cost associated to such visit shall entirely be borne by the purchaser.
- UIDAI reserves the right to reject any Technical Proposal in case the bidder failed to satisfy any of the condition mentioned in the Technical Criteria (Clause 2.3.1) during the evaluation.

2.4 PART-IV: EVALUATION PROCESS

Proposals will be reviewed by a tender Evaluation Committee [“TEC” or “EC” or “Committee”] appointed by the tendering authority (UIDAI). The tendering authority, or such other authority. The TEC may be comprised of, or receive assistance from, several teams conducting parallel evaluations.

The evaluation will be done in 3 phases by the TEC setup by UIDAI. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders.

2.4.1 Evaluation of Pre-Qualification of bids (PACKET 1: PART I)

1. The Evaluation Committee (TEC) shall first evaluate the Pre-Qualification Proposal as per the Pre-Qualification Criteria mentioned in Section 2.2.1 of this RFP.
2. Bidders who meet the qualifying criteria for Pre-Qualification shall be considered for Technical evaluation. Bidders who qualify technical evaluation shall be considered for Commercial evaluation.
3. The evaluation committee may ask bidder(s) for additional information and/or arrange discussions with their professional, technical faculties to verify the claims made in bid documentation.
4. The Pre-Qualification proposal shall be evaluated based on the information provided in the Section 2.2.1 –Criteria for Pre-Qualification. Bidders failing to either meet these criteria or not furnishing the requisite supporting documents/documentary evidence is liable to be summarily rejected.
5. Any proposal not complying with the requirements of the pre-qualification criteria will not be processed further.

2.4.2 Evaluation of Technical bids (PACKET 1: PART II)

The technical proposals of only those bidders, who qualify in the evaluation of the pre-qualification proposals, shall be evaluated. The evaluation of the Technical bids is carried out in the following manner:

- a. The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in Section 2.3.1 of this RFP.
- b. **Proposal Presentations** The TEC will invite each bidder to make a presentation at a date, time and location determined by the TEC. The purpose of such presentations would be to allow the

bidders to present their proposed solutions to the committee and the key points in their proposals.

c. The TEC/UIDAI may seek oral or written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional, technical faculties in the evaluation process.

d. Depending on the evaluation methodology mentioned at Section 2.3.1 each Technical Bid will be assigned a technical score out of a maximum of 100 points. To qualify for commercial evaluation minimum of 70 marks have to be secured in Technical Evaluation.

e. All bidders, who qualify Technical Evaluation (i.e get 70 marks or more), will qualify for the evaluation in the commercial process.

f. The list of “Technically Qualified Bidders” will be published on <https://eprocure.gov.in/eprocure/app>

2.4.3 Evaluation of Commercial bids

a. The Commercial Bids of only those bidders who qualify in the Technical evaluation will be opened.

b. It is envisaged to engage 2 (two) ‘ADQCSAs’ for QC work. All bidders will be required to submit commercial bids for quality check of packets on commercial form BOQ_XXXX.xls.

c. Evaluation of commercial bids would be on the basis of Quality cum Cost based Selection(QCBS)

d. Lowest evaluated commercial Proposal (Fm) will be given the maximum financial score (FS) of 100 points.

e. The financial scores (FS) of the other Financial Proposals will be computed as indicated below.

The formula for determining the financial scores is the following:

$FS = 100 \times Fm / F$ in which FS is the financial score,

- Fm is the lowest commercial proposal among all the proposals quoted by the bidders.
- F is the commercial proposal of individual bidder.

2.4.3.1 Quality cum Cost Based Selection (QCBS)

1. The evaluation methodology to be adopted by the purchaser will be Quality cum Cost Based

System (QCBS) method of evaluation where Technical Score (denoted by TS) will get a weightage of 70%(denoted by T) and Commercial Score (denoted by FS) a weightage of 30% (denoted by C)

2. Description of variables used:

“TS” is the Technical Score for each bid as calculated out of 100

“FS” is Total Commercial Score for each bid as calculated out of 100

“T” is weight given to technical score which is 70%

“C” is weight given to commercial score which is 30%

3. Bids will be ranked according to their weighted Technical Score “TS” and weighted Financial Score “FS”.

4. Final Total Score for each bid shall be computed as follows:

$$\text{Final Total Score(FTS)} = \text{TS} * \text{T}(\%) + \text{FS} * \text{C}(\%)$$

5. The Bidder having the Highest Final Total Score(FTS) shall be selected as “Lowest and successful Bidder”(L1) and “Rate per Packet” as quoted by lowest and successful bidder as the “**Discovered Rate**” for ADQCSA. All other Bidders shall be designated as L2, L3 etc in decreasing order of Final Total Score. Eg, bidder having the next highest Final Total Score(FTS) shall be L2 etc.

2.4.4 Contract Finalization and Award

1. Once the L1 bidder is identified, the bidder at L2 will be given first rights to match the L1 Rate per packet to receive an order for carrying out the services.
2. In case, L2 is unable to match the rate per packet quoted by L1, the option shall be passed to L3 and 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.
3. In the interest of time, the bidders from L2 to the highest will be asked to match the Discovered Rate simultaneously, or express inability to do so within three days of such written notice. In case of more than one bidder **willing to match the L1 price, the bidder with the highest Final Total Score(FTS)** would have the first right. E.g. if L2 and L3 both agree to match L1 price, bidder L2 would have the first right.

2.4.5 Submission of Performance Bank Guarantee(PBG)

1. Successful bidders will have to submit Performance Bank Guarantee(PBG) of 10% of the Contract Value.

2.5 PART-V: ONLINE BID PREPARATION AND DOCUMENTS CHECKLIST

1. PACKET (1)

PART I – PRE-QUALIFICATION FORMS AND SUPPORTING DOCUMENTS as per Section 2.2.1 : CRITERIA FOR Pre Qualification

- a. Scan Copy of BG of EMD /Bid Securing Declaration (Form 18 - Appendix XVIII as per Section 5.2.3/ Form 22 - Appendix XXII as per Section 5.2.7)
- b. Scan Copy of Integrity Pact (Form 19 - Appendix XIX as per Section 5.2.4)
- c. Scan copy of Non-Disclosure Agreement (Form 21 - Appendix XXI as per Section 5.2.6)
- d. Signed and Scanned Copy of duly filled up FORM 1 (Annexure I as per Section 5.1.1) with all relevant supporting documents
- e. Signed and scanned Copy of duly filled up FORM 2 (Annexure II as per Section 5.1.2)
- f. Signed and scanned Copy of duly filled up FORM 4 (Annexure IV as per Section 5.1.4), relevant to serial no 6 Clause 2.2.1.6
- g. Signed and scanned copy of duly filled FORM 8 (Annexure VIII as per Section 5.1.8)
- h. Signed and scanned copy of duly filled FORM 9 (Annexure XI as per Section 5.1.9)

PART II – TECHNICAL PROPOSAL FORMS AND SUPPORTING DOCUMENTS as per Section 2.3.1 : CRITERIA FOR TECHNICAL EVALUATION

- a. Signed and Scanned Copy of duly filled up FORM 3 (Annexure III as per Section 5.1.3) and all the supporting documents specified in Section 2.3.1 : TECHNICAL EVALUATION CRITERIA
- b. Signed and Scanned Copy of duly filled up FORM 4 (Annexure IV as per Section 5.1.4) and all the supporting documents relevant to serial no 1.2 clause 2.3.1
- c. Signed and Scanned Copy of duly filled up FORM 5 (Annexure V as per Section 5.1.5)

3. PACKET (2)

a) FINANCIAL BID (BOQ_XXXX.xls)

- a. Commercial Quote in the form of BOQ_XXXX.xls

The bidders shall quote the **rate per packet for processing each QC packet** for providing services as per the Scope of Work given in Section IV which shall be exclusive of all the statutory taxes, levies, duties etc. However, all applicable taxes & duties shall also be quoted separately. The **rate per packet for**

processing each QC packet quoted shall be inclusive of all costs to be incurred by the agency for providing other additional services including but not limited to QC center facility, its management/maintenance, manpower, Security, IT equipment installed for the purpose, connectivity etc. specified in the 'Scope of Work'. Bidder shall mention all applicable taxes separately as per the commercial bid format. Any conditional bids shall be summarily rejected during the evaluation of the financial bids.

3. SECTION-III – GENERAL CONDITIONS OF CONTRACT

3.1 GENERAL

3.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

1. “ADQCSA” means Aadhaar Data Quality Check Service Agency, inter alia successful bidders.
2. “Applicable Law” means the laws and any other instruments having the force of law in India.
3. “Bidder” means the entity bidding for the services under the Contract.
4. “Contract” means the Agreement entered into between the Purchaser and the Service Providers, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein.
5. “Contract value” means the price to be paid for the performance of the Services, in accordance with Clause GCC 3.6.
6. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 3.2.1.
7. “GCC” or “GC” mean these General Conditions of Contract.
8. “Government” means the Government of India.
9. “In writing” means communication in written form with proof of receipt.
10. “Party” means the Purchaser or the Service Provider, as the case may be, and “Parties” means both of them.
11. “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.
12. “Purchaser” means the entity purchasing the services under this Contract i.e. UIDAI
13. “Resident” means normal resident of India.
14. “Service Provider” means any private or public entity that will provide the Services to the Purchaser under the Contract. The Service Provider is the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement.
15. “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of Work at Section-IV of RFP hereto.
16. “SLA” refers to Service Level Agreement as defined under the Scope of Work at Section-IV of the RFP.
17. “UIDAI” means Unique Identification Authority of India and is referred as the Purchaser.
18. “MSP” means Managed Service Provider
19. “MSAP” means Managed Service Application Provider
20. “Rate per packet” means cost of Quality check with documents of one enrolment/update packet or in other words the cost of processing one enrolment/update packet in Quality check with documents. Also mentioned as cost of packet in RFP document.

3.1.2 Relationship between the Parties

1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel performing the Services and

shall be fully responsible for the Services performed by them hereunder.

3.1.3 Law Governing Contract

1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

3.1.4 Language

1. This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

3.1.5 Notices

1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person or through speed post/ registered post/ email to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified below:

Purchaser: Unique Identification Authority of India

Unique Identification Authority of India (UIDAI),
Ministry of Electronics & Information Technology, Govt. of India (GoI),
UIDAI HQ, Bangla Sahib Road,
Behind Kali Mandir, Gole Market,
New Delhi – 110001

Attention : Deputy Director General (Enrolment & Update)

3.1.6 Location

1. The Services shall be performed at such locations, as the Purchaser may approve. Maximum of 05 QC centers at same or different locations can be chosen by the Service provider across the country.

3.1.7 Authorized Signatory

1. Authorised Signatory of the bid shall have mandate to take any action as required or permitted and shall execute any document as required or permitted under this Contract.

3.1.8 Taxes and Duties

1. The Service Provider and their Personnel shall pay all such payable direct and indirect taxes, duties, fees, and other impositions as are levied under the Applicable Laws of India.
2. Bidders shall clearly mention GST in quoted rate per packet in the financial bid.
3. Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs.00.00)
4. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after submission of bid or Notification of Award, the same shall be passed on to the Purchaser/bidder. GST shall be paid to the service provider at prevailing rates at the time of invoicing.

3.1.9 Fraud and Corruption

3.1.9.1 Definitions

1. It is the Purchaser's policy to require that the Purchaser as well as Service Providers observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Purchaser defines, for the purpose of this provision, the terms set forth below as follows:
 - a. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - b. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
 - c. "collusive practices" means a scheme or arrangement between two Or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
 - d. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

3.1.9.2 Measures to be taken by the Purchaser

1. In case if any misrepresentation of fact/information, corrupt or fraudulent practices by successful bidder comes to the notice/information of UIDAI/purchaser after signing of the contract, in that case UIDAI/purchaser shall provide notice of thirty (30) days to successful bidder for providing the clarification.
2. Where issue is not resolved within 30 days of notice to successful bidder/ or if the satisfactory clarification is not rendered by successful bidder in 30 days in that case Purchaser may, without prejudice to any other remedy for breach of contract, by written notice to the successful bidder, terminate the Contract in whole or in part:

If the successful bidder, in the judgment of UIDAI/purchaser, has engaged in misrepresentation of facts/information, corrupt or fraudulent practices in competing for the bid or in executing this Contract; OR If the successful bidder submits to UIDAI/purchaser a false statement/facts. In such cases UIDAI/Purchaser may also forfeit the PBG and/or take appropriate action against the successful bidder.

3.1.9.3 Commissions and Fees

1. Purchaser will require the successful Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

3.1.10 Interpretation

1. In this Contract unless a contrary intention is evident:
 - (a) the clause headings are for convenient reference only and do not form part of this Contract;
 - (b) unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;
 - (c) unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
 - (d) a word in the singular includes the plural and a word in the plural includes the singular;
 - (e) a word importing a gender includes any other gender;
 - (f) a reference to a person includes a partnership and a body corporate;
 - (g) a reference to legislation includes legislation repealing, replacing or amending that legislation;
 - (h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
 - (i) in the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail.

3.2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

3.2.1 Effectiveness of Contract

1. This Contract shall come into effect on the date the Contract is signed by either parties. The date, the Contract comes into effect is defined as the Effective Date.

3.2.2 Termination of Contract for failure to become effective

1. If the selected Service Provider is unable to commence the service within the specified period owing to reasons not attributable to the Purchaser, as per the scope of work of RFP, UIDAI may declare this Contract null and void and in the event of such a declaration, the Performance Bank Guarantee is liable to be forfeited by UIDAI.

3.2.3 Commencement of Services

1. The Service Provider shall begin carrying out the Services as per the implementation plan specified in Table below:

S No.	Scope of Work Area	Time Frame			
1.	Issue of Letter of Intent	T			
2.	Submission of PBG	T+ 10 days			
3.	Signing of contract	T + 15 days			
<p>QC Operations shall commence in phases starting with minimum 25 % capacity and achieve 100% capacity in QC operations by the beginning of 2nd Quarter(4th Month), as indicated in table below. Accordingly, ADQCSA may make the QC facility ready in phases and offer the same for joint inspection by UIDAI as indicated below.</p> <p>The contract with the current ADQCSA shall continue in parallel till 100% operations are commenced by ADQCSAs onboarded through this RFP.</p>					
S No.	Scope of Work Area	Time Frame			
Tasks to be completed in each phase of operation until 100% capability achieved		Phase 1 - 25% capacity	Phase 2 - 50% capacity	Phase 3 - 75% capacity	Phase 4 - 100% capacity
4.	Readiness of QC facility/ies(in terms of Clause 4.1.7.7 of Section IV and compliance on UIDAI information security guidelines as per Annexure XI Clause 5.1.11) and offer the facility for joint inspection by UIDAI	T+50 days	T+80 days	T+110 days	T+140 days
5.	Completion of Joint inspection of QC Facilities & approval if found acceptable	T+65 days	T+95 days	T+125 days	T+155 days
6.	Training of QC Trainers by UIDAI at UIDIA HQ/ROs/Tech Centre (timelines are indicative and may vary)	T+75 days	T+105 days	T+135 days	T+165 days
7.	Hiring and training of Manpower (timelines are indicative and may vary)	T+85 days	T+115 days	T+145 days	T+175 days
8.	Successful passing of test by QC operators	T+89 days	T+119 days	T+149 days	T+179 days

	(timelines are indicative and may vary)				
9.	Commencement of QC operations as per UIDAI defined capacity (Steady State)	T+90 days	T+120 days	T+150 days	T+180 days

Note: Any of the above activity can be completed before the dates mentioned above.

- ADQCSA should close any outstanding observations raised by UIDAI during joint inspection and offer the facility for inspection again. Approval for commencement of QC operation shall be given only after all the outstanding observations are closed satisfactorily by ADQCSA.
- In case of delay in commencement of QC operations in each phase as per the implementation plan above, Liquidated Damages as per clause 3.9 shall be applicable. For Example, if ADQCSA has commenced Phase 1 operation with 25% capacity on T+90 days and has commenced Phase 2 operation with 50% capacity by T+125 days, then LD for delay of 5 days in commencement of operation for Phase 2 is applicable@ 2% of the cost of Actual shortfall of packets (2% of the cost of 25 % packets which would have been allocated during 5 days)

3.2.4 Expiration of Contract

- Unless terminated earlier pursuant to Clause GC 3.2.2 and clause 3.2.9 hereof, this Contract shall expire at the end of 2 years (24 months) from the date of signing of the contract(Effective date of contract). The contract may be extended by two more years, on year to year basis. The extension shall be at the discretion of UIDAI. During extension period, the rate per packet shall be increased by 5% each year (Rate for 2nd year of extension shall be the rates of 1st year of extension but increased by 5%). However, extension shall be subject to the satisfactory performance of the service provider and solely at the discretion of UIDAI.

3.2.5 Entire Agreement

- This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

3.2.6 Modifications or Variations

- No modification or variations of the terms of the Contract shall be made except by written amendment signed by both the parties.

3.2.7 Force Majeure

3.2.7.1 Definitions

- For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at

the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

2. Force Majeure shall not include
 - a. any event which is caused by the negligence or intentional action of a Party or agents or employees, nor
 - b. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
 - c. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

3.2.7.2 No Breach of Contract

1. The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event
 - (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and
 - (b) has informed the other Party as soon as possible about the occurrence of such an event.

3.2.7.3 Measures to be Taken

1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
3. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Purchaser, shall either:
 - a. mobilize; or
 - b. Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.
5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 3.8.

3.2.8 Suspension

1. The Purchaser may, by written notice of suspension to the Service Provider, suspend all

payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

(i) shall specify the nature of the failure, and

(ii) shall allow the Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

2. The suspension of payment will be applicable in cases where the penalties calculated by the purchaser exceed the PBG amount.

3.2.9 Termination

3.2.9.1 By the Purchaser

The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (1) through (10) of this Clause GCC 3.2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days' written notice of termination to the Service Provider:

1. If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.
2. 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.
3. 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.
4. 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.
5. If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.
6. 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.
7. If the Service Provider has been blacklisted by the UIDAI or disqualified for any reason.
8. If the Service Provider fails to fulfill its obligations under Clause GCC 3.3 hereof.
9. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 3.8 hereof.
10. In the event of Service Provider is found :
 - a. Sub-contracting of work/services without the prior written approval of UIDAI.
 - b. Provided incorrect information to UIDAI.
 - c. Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.
11. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GCC Clause 3.2.9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to the Purchaser for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.
12. 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

3.2.9.2 Termination of Convenience by Purchaser

1. The Purchaser may by written notice sent to the bidder, terminate the Contract, in whole or in part at any time of its convenience by giving a prior written notice of ninety days. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

3.2.9.3 By the Service Provider

The Service Providers may terminate this Contract, by giving not less than ninety (90) days' written notice to the Purchaser, (such notice to be given after the occurrence of any of the events specified in paragraphs (1) through (4) of this Clause GCC 3.2.9.3:

1. If the Purchaser fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 3.8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.
2. If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
3. If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 3.8 hereof.
4. If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Purchaser of the Service Provider's notice specifying such breach.

3.2.9.4 Cessation of Rights and Obligations

1. Upon termination of this Contract pursuant to Clauses GCC 3.2.2 or GCC 3.2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 3.2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:
 - a. such rights and obligations as may have accrued on the date of termination or expiration;
 - b. the obligation of confidentiality set forth in Clause GCC 3.3.3 hereof;
 - c. the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.3.6 hereof; and
 - d. any right which a Party may have under the Law.

3.2.9.5 Cessation of Services

1. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 3.2.9.1 or GCC 3.2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Service Provider and equipment and materials furnished by the Purchaser, the Service Provider shall proceed as provided, respectively, by Clauses GCC 3.3.9 or GCC 3.3.10 hereof.

3.2.9.6 Payment upon Termination

1. Upon termination of this Contract pursuant to Clauses GCC 3.2.9.1 or GCC 3.2.9.2, the Purchaser shall make the following payments to the Service Provider:
 - a. If the Contract is terminated pursuant to Clause GCC 3.2.9.1 (4), (7), (9), (11) and (12) or 3.2.9.2, remuneration pursuant to Clause GCC 3.6.3(c) hereof for Services satisfactorily performed prior to the effective date of termination;

- b. If the agreement is terminated pursuant of Clause GCC 3.2.9.1 (1) to (3), (5), (6), (8), (10), the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GCC 3.9 of this agreement. The Service Provider will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.

3.2.9.7 Disputes about Events of Termination

1. If either Party disputes whether an event specified in Clause GCC 3.2.9.1 or in Clause GCC 3.2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GCC 3.8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.2.10 Extension of Contract

1. The contract may be extended by two periods of one year each at the end of the 2 year contract, subject to satisfactory performance. The extension shall be at the discretion of UIDAI. During extension period, the rate per packet shall be increased by 5% each year (Rate for 2nd year of extension shall be the rates of 1st year of extension but increased by 5%). However, extension shall be subject to the satisfactory performance of the service provider and solely at the discretion of UIDAI.

3.3 OBLIGATIONS OF THE SERVICE PROVIDER

3.3.1 General

3.3.1.1 Standard of Performance

1. The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.
2. The Service provider shall implement procedures and controls to safeguard the privacy and security of data at all times.

3.3.2 Service Providers Not to Benefit from Commissions, Discounts, etc.

1. The payment of the Service Provider pursuant to Clause GC 3.6 shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and agents or either of them similarly shall not receive

any such additional payment.

3.3.3 Prohibition of Conflicting Activities

1. The Service Provider shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
2. The Service Provider shall keep safe, secure and confidential and protect from unauthorized access, loss or damage all demographic information, and all documents, data and information of any nature provided to the Service Provider for the discharge of services.
3. The Service Provider shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from UIDAI, other than required for discharge of services.
4. The Service Provider shall not give access to the information or data collected and received from UIDAI in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by the UIDAI.

3.3.4 General Confidentiality

1. Except with the prior written consent of the Purchaser, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from UIDAI in the course of the Services, nor shall the Service Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.3.5 Insurance to be Taken Out by the Service Provider

1. The Service Provider
 - a. shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified. The risks and the coverage shall be as follows:
 - i. Third Party liability insurance, with a minimum coverage of the value of the contract
 - ii. Professional liability insurance, with a minimum coverage of the value of the contract
 - iii. Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, other insurance or provident fund, ESI as may be appropriate; and
 - iv. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider's property used in the performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.
 - b. at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.3.6 Accounting, Inspection and Auditing

2. The Service Provider
 - a. shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with generally/internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs,

and the bases thereof, and

- b. shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be.
3. The Purchaser shall have the right to carry out inspection checks, audits of the Service Provider's premises and/ or locations, facilities, or point of delivery of services performed under this contract after giving a prior notice of 07 days.
4. The Purchaser shall have the right to carry out scheduled/ un- scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider.

3.3.7 Sub- contracting

1. The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval.

3.3.8 Reporting Obligations

1. The Service Provider shall submit to the Purchaser the reports and documents specified in RFP, in the form, in the numbers and within the time periods set forth in the said Appendix..

3.3.9 Rights of Use

1. All rights of use of any process, product, service, or data developed, generated, or collected, received from UIDAI or any other task performed by the Service Provider under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.

3.3.10 Safety & Security of Data, Premises, Location/ site

1. The Data, information, documents provided by the Purchaser to the Service Provider is the property of the Purchaser. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.
2. The Service Provider shall not use the information, the name or the logo of the Purchaser and/or Government of India except for the purposes of providing the services as specified under this contract.
3. The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser.
4. The Service Provider shall follow the UIDAI Information Security Guidelines and amendments thereof prevalent on the bid submission day and also issued during contract duration.
5. The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the IT Act 2000, the Aadhaar Act- 2016, Aadhaar Regulations 2016, and other relevant Acts and amendments thereof.
6. The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements.
7. The rogue behavior of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.

3.3.11 Equipment & Materials Provided by the Service Providers

1. Equipment or materials brought into India by the Service Provider and the Personnel and used either for the Project or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable. However, equipment or materials bought/provided by the Purchaser for the use of Service Provider shall remain the property of Purchaser.

3.3.12 Intellectual Property Rights (IPR)

1. The intellectual property rights to all the outputs, deliverables, data, and reports developed during the execution of this Contract shall remain sole property of the Purchaser.

3.3.13 Integrity Pact

1. Bidders are required to submit in original the pre contract integrity pact duly signed and witnessed as per FORM 19 Appendix XIX along with EMD. 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.
2. Name, address and contact Number of the Independent External Monitor nominated for this tender is available on UIDAI website.

3.3.14 Non-Disclosure Agreement (NDA)

1. Service provider will furnish an undertaking in form of NDA that anything contained in this Bid Document, personnel of the Service Provider are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them shall not be disclosed in any manner. NDA format has been attached as FORM 21 in Appendix XXI, Section 5.2.6.

3.4 SERVICE PROVIDER'S PERSONNEL

3.4.1 General

1. The Service Provider shall employ and provide such qualified and experienced Personnel as required to carry out the Services.

3.4.2 Project Manager and Center heads

1. The Service Provider shall ensure that always during the Service Provider's performance of the Services, a 'Project Manager', acceptable to the Purchaser, shall take charge of the performance of such Services. The Project Manager shall act as a single point of Contact.
2. The Service Provider shall also deploy a Centre head for each QC centre, acceptable to the Purchaser, who shall be responsible for the performance of such Services at the respective centre.

3.5 OBLIGATIONS OF THE PURCHASER

3.5.1 Assistance and exemptions

1. The Purchaser shall use its best efforts to ensure that the Government shall:
 - a. Issue to officials, agents and representatives of the Government all such instructions as

may be necessary or appropriate for the prompt and effective implementation of the Services.

3.5.2 Change in the applicable Law Related to Taxes and Duties

1. If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Service Provider for providing the services i.e. GST or any such applicable tax from time to time, which increases or decreases the cost incurred by the Service Provider in performing the services, same shall be passed on to the Purchaser/service provider/bidder. Taxes shall be paid to the service provider at prevailing rates at the time of invoicing.

3.5.3 Payment

2. In consideration of the Services performed by Service Provider under this Contract, the Purchaser shall make to the Service Provider such payments and in such manner as is provided by Clause GCC 3.6 of this Contract.

3.6 PAYMENTS TO THE SERVICE PROVIDER

3.6.1 Contract Value

1. Contract value for a period of two years for each ADQCSA agency shall be as under:
INR[Rate per packet for Quality check with documents (without tax) x 11.5 Cr packets] (calculated up to two decimals).

3.6.2 Payment for Services

2. The Service Provider shall be paid, as per the 'discovered rate' for carrying out/delivery of services as enumerated in Section-IV.
3. The amount payable shall be finalised after taking into account the SLA/LD recoveries as defined in Section IV, if any applicable.
4. The Purchaser shall endeavor to make the payment within 30 days of receiving the invoice (complete in all aspects) from the Service Provider.

3.6.3 Currency of Payment

1. All payments shall be made in Indian Rupees (INR).

3.6.4 Terms of Payment

1. The payments in respect of the Services shall be made as follows:
 - a. The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on "Quarterly basis".
 - b. The Service Provider shall provide all documents related to performance during the quarter that would be required to compute price and penalties. This would include the

invoice in triplet (three copies), QC MIS output reports mentioning the number of QC request completed during the Quarter, UIDAI QC System down time report (with details of tickets raised with UIDAI for system outage), TAT SLA report and Quality SLA report ,Grave Error report , Quarterly payment calculation report and action taken on open audit observations. In case of variation between ADQCSA and UIDAI agencies in the system downtime / volume checked etc, the decision of HQ UIDAI (in consultation with Tech Centre) will be considered final and binding. In case of any critical UIDAI Audit finding, UIDAI shall have right to withhold 15% of the quarterly applicable payment till such time the Agency rectifies the issue and informs the same to UIDAI. UIDAI shall release the withheld payment with the next payment.

- c. In the event of any wrong payment to Service Provider, the difference shall be adjusted in the subsequent payments.
 - d. All eligible payments shall be made by the Purchaser in favour of the Service Provider
 - e. The release of payments will be Performance (output) based, where the payments are made for number of records successfully Quality Checked after deduction of any applicable recovery.
 - f. Service Provider shall obtain sign-off for each milestone completed from the Purchaser and raise invoice on quarterly bases.
 - g. It will be endeavor to release eligible Payments against invoice submitted (accompanied with all requisite documents) within 30 days of submission of invoice.
 - h. Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work / service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.
2. In case of early termination of the contract, the payment shall be made to the Service Provider as mentioned here with:
 - a. Assessment would be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Service Provider shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the specified rate/s and applicable SLAs.

3.7 GOOD FAITH

3.7.1 Good Faith

1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

3.7.2 Operation of the Contract

1. The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their

intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC 3.8 hereof.

3.8 SETTLEMENT OF DISPUTES

3.8.1 Amicable Settlement

1. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.

3.8.2 Arbitration

1. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
2. The Arbitration proceedings shall be held in New Delhi, India.
3. The Arbitration proceeding shall be governed by the substantive laws of India.
4. The proceedings of Arbitration shall be in English language.
5. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
6. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/Presiding Arbitrator. In case of domestic contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.
7. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.

8. It is a Scope of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
9. It is also a Scope of the contract that neither party to the contract shall be entitled for any interest on the amount of the award.
10. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
11. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
12. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.
13. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

3.9 LIQUIDATED DAMAGES

1. If the service provider fails to commence QC services as per time plan specified by UIDAI (Clause 3.2.3 of GCC) due to reasons solely attributable to vendors for which decision of UIDAI shall be final and binding, liquidated damages at the rate of 2% on the cost of Actual shortfall of service is applicable. Actual shortfall of service will be calculated as the difference between the actual number of packets which should have been allocated as per the commencement plan and the actual packets allocated. For Example:- if there is a delay of 9 days in the commencement of QC services for phase 1, then a recovery shall be applicable @ 2% of cost of packets which would have been allocated for 9 days (2% of cost of 25% packets for 9 days). This LD shall continue till required levels of QC operations are achieved. LD will be over and above SLA recoveries on TAT, Quality and Grave Error payable. Total LD will be separately capped at maximum of 10% of the work done during the entire duration of the contract. **Work done during the contract** would be cost of total number of packets quality checked with document during the contract [total number of packets Quality checked with documents * Rate per packet(without tax)].

3.10 ADHERENCE TO RULES & REGULATIONS

3.10.1 Adherence to Safety Procedures, Rules, Regulations & Restrictions

1. The Service Provider shall comply with the provisions of all laws including minimum wage rules of respective states/center, if any, statutory payments, leave, labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws.
2. Access to the 'sites' and Purchaser's other related locations shall be restricted to only essential personnel belonging to the Service Provider who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Purchaser. The Service Provider shall maintain a log of all activities and attendance carried out by each of its personnel.

3. The Service Provider shall take all measures necessary to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.
4. The Service Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including The Aadhaar Act, 2016, Aadhaar Regulations 2016 and Information Technology Act, 2000 (and amendments thereof) The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
5. The Service Provider shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.

3.11 LIMITATION OF LIABILITY

3.11.1 Limitation of Liability

1. Except in case of gross negligence or willful misconduct:
 - a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Purchaser; and
 - b. The aggregate liability of the Service Provider to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to any obligation of the Service Provider to indemnify the Purchaser with respect to patent infringement.
 - c. The Purchaser shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per clause GC 3.2.2 of this contract.

3.12 MISCELLANEOUS PROVISIONS

1. The Agreement shall at all times be governed by the provisions of the Aadhaar Act, 2016 and Rules and Regulations framed there under including and any statutory amendment/modification therein (hereinafter called as "Act"). If the Service Provider contravene any provisions of Act, the Service Provider shall be liable to applicable penal provisions prescribed therein."
2. Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
3. The Service Provider shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
4. The Service Provider shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
5. The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider.

The total amount of such compensation or damages to be paid under this condition shall not exceed 20% of the contract value of work at the time of signing of the contract.

6. The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like.
7. All claims regarding indemnity shall survive the termination or expiry of the Contract.
8. All materials provided to the Purchaser by bidder are subject to public disclosure laws such as RTI etc.
9. The Service Provider shall not make or permit to make a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser.
10. The Estimated contract value shall be as discovered in BOQ_XXXX.xls and the same shall be updated in Section 3.6.1 thereafter.

4. SECTION-IV – SCOPE OF WORK, DELIVERABLES AND SLAs

4.1 PART I – SCOPE OF WORK

4.1.1 Introduction:

The Unique Identification Authority of India (UIDAI) is a statutory authority established under the provisions of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 (“Aadhaar Act 2016”) on 12th July, 2016 by the Government of India, under the Ministry of Electronics and Information Technology (MeitY).

Under the Aadhaar Act 2016, UIDAI is responsible for Aadhaar enrolment/update and authentication, including operation and management of all stages of Aadhaar life cycle, developing the policy, procedure and system for issuing Aadhaar numbers to individuals and perform authentication. UIDAI is required to ensure the security of identity information and authentication records of individuals.

Under the Aadhaar Act 2016, the UIDAI has been given the responsibility to lay down plan and policies to implement UID scheme, own and operate the UID data base, be responsible for its updation and maintenance on an ongoing basis. Implementation of the UID scheme, inter alia, entails generating and assigning UID numbers (Unique Identification Numbers called Aadhaar numbers) to residents. The key role of UID number is that of an enabler – by establishing an identity and providing an identity authentication mechanism that helps Governments design better welfare programs, enables residents to access resources and services more easily wherever they live, and allows agencies and programs to deliver benefits and services effectively and transparently.

For effective implementation of the Scheme, UIDAI has awarded several contracts to vendors for performing various functions. UIDAI proposes to engage two service agencies to assist UIDAI in managing the QC work through this RFP.

Aadhaar Data Quality Check Service Agency (ADQCSA) shall carry out the quality check of both fresh enrolments and updates in existing Aadhaar number from assisted mode. ADQCSAs will be hired initially for a period of two years which may be extended for another two years on year on year basis as per terms & conditions given in the General Terms & conditions of the contract. UIDAI has established standard mechanism and processes for undertaking the Quality check of the Aadhaar Data as and when enrolment or update is requested in the system by residents. UIDAI has developed applications to manually check the Residents Aadhaar data collected at the time of enrolment or Update to ensure correctness of data. Each enrolment/update request undergoes Quality check of a set of demographics (Name, Address, DoB, gender, Photo) and documents(Pol, POA, DoB, PoR) given by residents at time of enrolment/update. The list of valid documents accepted by UIDAI as Pol/PoA/DoB/PoR may be referred at Annexure XII (Clause 5.1.12), this is likely to change during the contract period.

4.1.2 Scope of Work for ADQCSAs

1. **It is proposed to outsource daily enrolments and updates to be quality checked to two agencies onboarded as ADQCSAs.**
2. The distribution of packets among two (proposed) agencies for QC shall be equal (50% each) and software controlled by UIDAI.
3. ADQCSA shall provide the services to undertake the data quality and completeness check of resident enrolment/update data. For this purpose, ADQCSA shall establish and manage exclusive Data quality check centers, establish secure data connectivity with the UIDAI systems, deploy its manpower to undertake the services, ensure security at the ADQCSA premises and manage operations as per the Guidelines/ instructions provided by UIDAI from time to time.
4. Quality Check of packets would include checking of content like demographics, photograph, documents('proof of Identity', 'proof of residence', 'proof of date of birth' & 'proof of relationship') as per UIDAI guidelines. List of acceptable documents has been provided as Annexure XII and the same is available on UIDAI website, Content of each packet to be checked may vary as per decisions or policies of UIDAI, however this will have no implications in terms of additional cost.
5. ADQCSAs should carry out Quality check out as per processes established by UIDAI. Every enrolment and update packet will be checked independently by two QC operators. If the decision of both operators matches, then the packet shall be disposed. In case if the decision of both operators are different, then the packet shall be pushed to reviewer for disposition. The decision of the reviewer shall be final in such cases. Detailed QC process has been included in Section V as Annexure XV clause 5.1.15.
6. Data verification through QC process shall remain an important component of the Aadhaar Enrolment or update process. UIDAI commits a timeline with respect to enrolment and update process to the resident. Thus, it is important that the timelines and related SLA shall be adhered to by the ADQCSAs.
7. UIDAI has engaged MSP (Managed Service Provider)/MSAP(Managed Service Application Provider)/ SDA(Software Development Agency) for development, maintenance and support for QC Applications and other related systems and components of the Aadhaar ecosystem.
8. The Quality Check applications developed by UIDAI MSP/MSAP/SDA may be modified during the currency of the agreement as per changes in processes for enrolment, updation or quality check as well as to incorporate business process re-engineering with an aim to enhance efficiencies of the entire system of Aadhaar which may result in change of quantum of QC work. This may result in increase or decrease in QC effort on part of the operators without any financial effect. Inter alia rate per packet of QC with document shall remain unaffected due to change in application.
9. ADQCSA shall maintain the confidentiality of the data and adhere to the code of conduct, IT security policy as provided by UIDAI and any amendments thereof during the contract period.
10. Language wise volumes of both enrolments and updates for QC have been provided in the succeeding paragraphs. However, this is only indicative and the actual counts of

enrolment/update for QC may increase or decrease during the contract period.

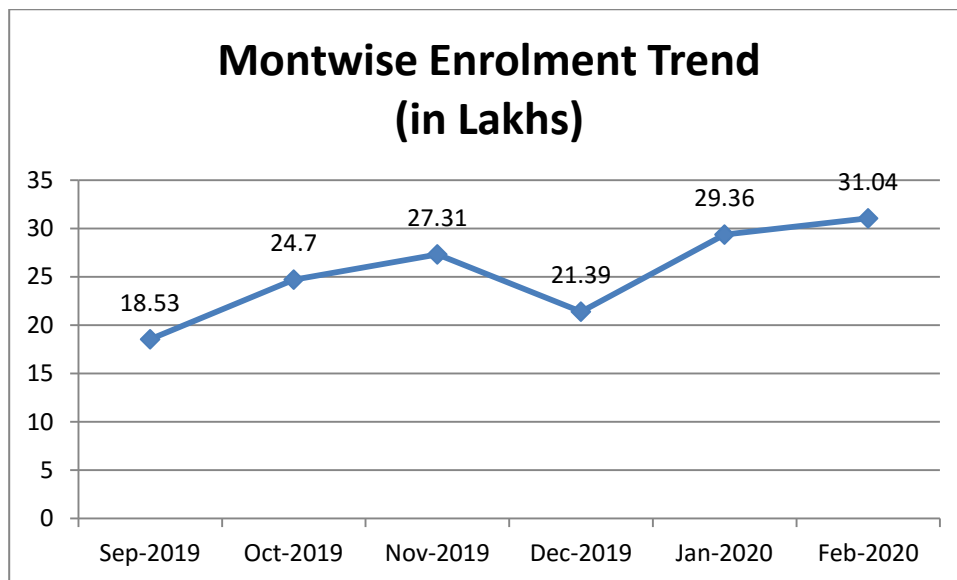
11. During the course of the contract, UIDAI may decide to offer additional QC work with similar scope of work at the same terms and conditions and rate of the contract. This shall be dealt through the Change Request procedure as defined at Appendix XX(Section 5.2.5)on the same terms and conditions under the contract. The value of such change will not be more than +/- 25% of the contract value for each agency. In case of any change is ordered, contract value as mentioned at 3.6.1 of Section III shall stand modified accordingly.
12. Bidders must familiarize themselves with the latest state-wise Aadhaar saturation data and documents required for enrolment & update process as available at UIDAI website for better understanding of Aadhaar process and for working out the quantum of time required for each process.

4.1.3 QC process

1. Quality Check may be broadly divided into 4 categories – Enrolment, Update, Biometric Exception Check and Demographic Duplicate Check.
2. Each enrolment request for Quality check consists of a set of Demographics(Name, Address, DoB, gender, Photo) and one or more of the proof Documents(Proof of Identity, Proof of Address, Proof of Relationship, Date of Birth) given by residents at time of enrolment depending on the type of enrolment.
3. Each update request for Quality check may consists of one or more of Demographics(Name, Address, DoB, gender, Photo), one or more of the proof Documents(Proof of Identity, Proof of Address, Proof of Relationship, Date of Birth) given by residents at time of update to be checked against the Aadhaar data of the resident.
4. Each Biometric Exception check packet consists of a set of resident photo and exception photo to be verified.
5. Each Demographic Duplicate check packet consists of a set of demographic (Name Address, gender,DoB, Photo of resident) and a set of potential duplicates for verification.
6. Quality Check of Enrolment and update may consist of a maximum 3 levels and that for BE cases and demographic Duplicate check cases may consist of a maximum of 4 levels.
7. A detailed over view of the QC process is provided in section V Annexure XV
8. UIDAI is revamping the QC application, which shall be deployed in line with the commencement of operations by new ADQCSAs. However, for understanding of the QC process, a demonstration of QC on the current QC application shall be provided during the pre-bid meeting. Bidders are expected to understand QC process and estimate the time taken accordingly.
9. The QC agency shall undertake the QC request as per the guidelines, SoPs, and its addendums as issued by UIDAI from time to time.
10. UIDAI shall have right to continue to revise the guidelines and QC related processes including error codes/list during the currency of the contract, without any financial effect.

4.1.4 Enrolment process and envisaged volume

1. UIDAI Registrars have engaged Enrolment Agencies (EAs) for undertaking collection of demographic and biometric data for Aadhaar enrollment. Enrolment Centers are also being established in the banks and post offices now
2. During the enrolment process the operator of the EAs enters the data of the residents and collects the copies of the relevant document. These documents are then scanned and attached with the record against the EID number generated in the process.
3. Enrolment may be 2 types based on the documents submitted:
4. (i) Individual – The resident enrolls as an individual by submitting Proof of Identity and Proof of Address document, the resident may submit proof of date of birth also at the time of enrolment.
(ii) Head of Family based (HoF) – The resident is enrolled on the basis of enrolment of Head of Family by submitting the proof of relationship of the resident with the HoF.
5. Enrolment may be 2 types based on type of Client used:
(i) Normal Packet – All enrolments done from standard ECMP client. It could be individual or HoF based enrolment.
(ii) CELC Packet – All enrolments done using the CELC client and all packets shall be HoF based enrolments.
6. Below is the trend with respect to enrolment. Table for language wise trend is provided at the Annexure XIII of this RFP



4.1.5 Aadhaar data update and envisaged volume

1. Enrolment Agencies (EAs)/centers also accept update request from the residents to update the Demographic and biometric data. Additionally, residents can update their Aadhaar data through online mode. However only update through the Enrolment centers through assisted mode is in scope for ADQCSA as of now.
2. The number of requests for update is expected to increase as the number of residents enrolled in Aadhaar database increases. As more and more services will start using Aadhaar platform in the future and, therefore, the resident's need to update their information in Aadhaar database will also rise.
3. Below is the trend with respect to Aadhaar Data updates.

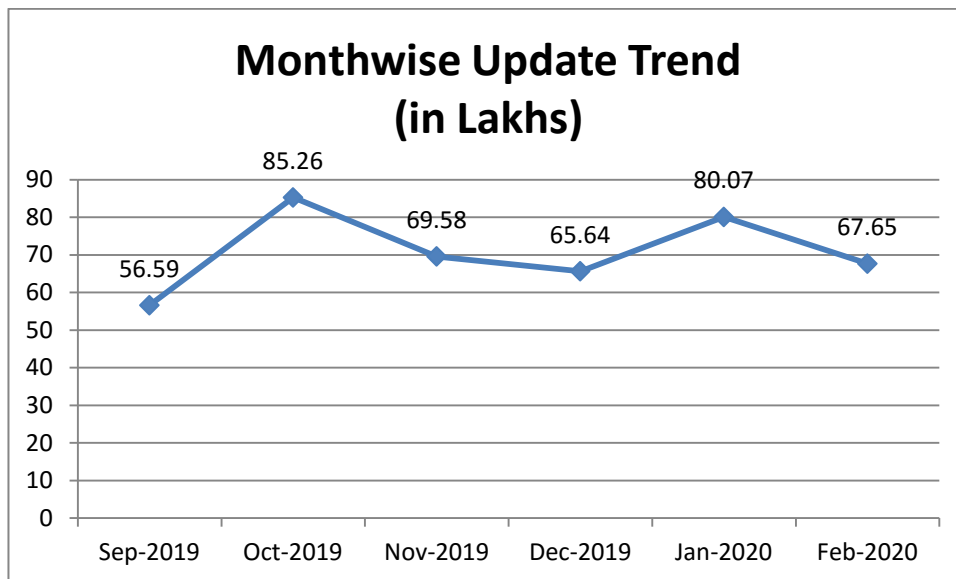


Table for language wise trend is provided at the **Annexure XIV** of this RFP

4.1.6 Estimated total Volume and scope of work

1. The estimated volume cumulatively proposed to be outsourced to Aadhaar Data Quality Service check agencies for enrolment and update for a period of 2 years is envisaged to be approximately 23 Cr. However, UIDAI provides no assurance of the volume or the equal spread of the volume over the period. Bidders must make their own business assumptions for the same, based on data shared in this RFP and available on UIDAI website. UIDAI expects fluctuations in the monthly volumes for both enrolments and updates. In addition UIDAI may increase or decrease allocations at its sole discretion.

2. An indicative trend of the packet distribution trend based on the data available is as below:

Update	CELC	Biometric Exception	Demographic Duplicate(DDC)	Enrolment
67%	8%	0.18%	0.53%	24.22%

3. UIDAI shall publish language wise **Daily Target** for each vendor during the first week of every quarter(Qn), which will be applicable for the next quarter(Qn+1). This Daily Target shall be; the average daily packets allocated in the previous Quarter $\{(Qn-1)/90\}$ (last 3 months) or the average daily packets allocated in the previous two Quarters $\{(Qn-2) + (Qn-1)\}/180$ (last 6 months), whichever is higher; or as decided by UIDAI at its sole discretion (which may be more/less than the average as spelt in first five line of this clause). Each agency is expected to meet or exceed the Language wise Daily Target every day and should build language-wise capacity of manpower required to dispose as many packets as per Daily Target applicable for the Quarter. Immediately on signing the contract, UIDAI will publish the Daily Target(Language Wise) to be applicable to ADQCSAs in 1st Quarter of the operations.
4. UIDAI QC applications shall equally divide the total packets (enrolment & update) available for QC, between both the QC Agencies. ADQCSAs shall have to complete all packets in 24 Hrs as per the SLA.
5. It is expected that there will be fluctuations both in the enrolment and update volumes owing to events and future policy decisions. ADQCSAs will need to cater for such fluctuations.
6. TAT SLA shall be applicable from the 2nd Month of operations. All other SLAs shall be applicable from 1st day of commencement of QC operations.

4.1.7 Hire & Train Manpower for QC and Audit

4.1.7.1 Hiring Manpower - ADQCSA

1. The ADQCSA shall hire manpower to undertake operations as per the guidelines prescribed by UIDAI.
2. This would include but not limited to
 - a) **QC Operator(Level 1 and Level 2)**: Operators shall be employed by ADQCSA to execute the QC at the centre and should satisfy the following criteria:
 - i. The person should be of age 20 years and above.
 - ii. Minimum educational qualification - Graduation.
 - iii. The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.
 - iv. The person must undergo QC training and shall undertake test given by UIDAI.
 - v. Only a person who has successfully passed the test from UIDAI shall be allowed to do the QC process.

- b) **QC Reviewer:** Should be able to make independent decision on the packet. He would also head the team under him and should satisfy the following criteria:
- i. The person should be of age 25 years and above.
 - ii. Minimum educational qualification - Graduation.
 - iii. Minimum 05 years of experience.
 - iv. The person should have a basic understanding of operating a computer and should be comfortable with local language transliteration.
 - v. The person must undergo QC training and shall undertake test given by UIDAI.
 - vi. Only a person who has successfully passed the test from UIDAI shall be allowed to do the QC Reviewer process.
- c) **QC Trainer:** Each vendor should deploy one trainer per language or multiple language for training of QC resources at each centre. Count of trainers at each centre shall be minimum 5% of the total count of QC operators deployed at each centre. In addition to training, these resources can undertake QC operations during their spare time. The trainers will be responsible for training the QC resources and clarifying the doubts of the QC operators. These trainers shall undergo training at UIDAI. The qualification of the trainers shall be as under:
- i. The person should be of age 25 years and above.
 - ii. Minimum educational qualification - Graduation.
 - iii. Minimum 05 years of experience.
 - iv. The person should be able to conduct training sessions and prepare training PPTs.
 - v. The person must pass the QC test by UIDAI.
- d) **Operation Coordinator:** Each vendor should deploy two resources one each at UIDAI HQ Delhi and one at Tech Centre Bangalore for coordination of QC operations. The person will be responsible for coordination of QC operations with UIDAI.
- i. The person should be of age 27 years and above.
 - ii. Minimum educational qualification – B Tech(Computer science/ECE/IT)/MCA.
 - iii. Minimum 07 years of relevant IT experience.
 - iv. Interview shall be conducted by UIDAI and only candidates approved by UIDAI shall be deployed at UIDAI.

4.1.7.2 *Pre requisites for all resources before deployment*

1. Before starting work as an QC Operator, Reviewer , Trainer ADQCSA must ensure that:
 - a. The resource should have been enrolled for Aadhaar and his/her Aadhaar number should have been available with them.

- b. The resource should have undergone minimum 02 days training and 04 days supervised work on the process of QC. Organizing this training will be the responsibility of the ADQCSA.
- c. The resource has undertaken the test given by UIDAI and has passed the test by UIDAI. Test will be on UIDAI portals. All other expenses shall be borne by the vendor. UIDAI will not charge any fee for the test.
- d. Only person who has successfully passed the test from UIDAI shall be allowed to do the QC process.
- e. The resource should have been activated/ login ID should be created, in accordance with UIDAI guidelines, prior to commencing. The ADQCSA will be required to have a unique Resource ID for each, to activate them.
- f. ADQCSA shall conduct background verification for all resources to be deployed in the project along with police verification and submit within one week of demand by UIDAI. The agency shall share the details and related documents whenever asked by UIDAI.

4.1.7.3 Training of Manpower

1. The ADQCSA shall identify resources to employ for the operations, get them trained.
2. The ADQCSA shall employ QC trainers. QC trainers shall undergo Master trainers training at UIDAI as per its schedule. These QC trainers shall be responsible for training of QC Operators of ADQCSA and clarifying any doubts and queries of QC operators.
3. ADQCSAs will develop and deploy robust system for regular updation of its operators on new QC guidelines and other instructions from UIDAI. The process shall be monitored by UIDAI.
4. The ADQCSA providing in house training shall translate the training material into local language and hand it over to the course participants.
5. Course material in softcopy for the training shall be provided by UIDAI.
6. UIDAI will conduct a test for QC operators.
7. Only a person who has successfully passed the test from UIDAI shall be allowed to do the QC process

4.1.7.4 Conduct QC Operations as per Standard Processes

1. The ADQCSA would use the software provided by the UIDAI for QC of demographic data/Audit of QC. The software will be supported by a User Manual.
2. UIDAI has defined clear-cut standard processes for Aadhaar QC operation as well as QC Audit which will be shared with the ADQCSA once on board.
3. Privacy & Security: ADQCSA will be responsible to make sure that the data is checked 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 and shall be subject

to audit by UIDAI or their representative from time to time. ADQCSA shall follow IT security policy of UIDAI, Aadhaar Act 2016 and other prevalent laws of the country and their amendment during the entire contract period. ADQCSA shall ensure that the Information security guidelines as issued by UIDAI and any amendments thereof are complied with always. Refer Annexure XI for the current version of the same. The Service Provider shall also adhere to privacy and data security aspects under Aadhaar Act and relevant regulations thereunder.

4.1.7.5 Stakeholders of the QC and Audit Process

1. The following are the key stakeholder for the process.

Project Stakeholder	Role of the Stakeholder
Resident	Resident performs any of the following <ol style="list-style-type: none"> Uses the services of the Enrolment Center to create the request for enrolment or update of Aadhaar Data.
ADQCSA	<ol style="list-style-type: none"> Undertake QC and verify the data as per the procedure and criterion established by UIDAI from time to time with due diligence Track the timely disposal of requests Undertake dispute resolution by Reviewer in case of difference between disposition by two operators Provide timely inputs to UIDAI on any special observations during processing
UIDAI-HQ	<ol style="list-style-type: none"> Provide necessary process and guidelines for request verification Monitor entire process of QC operations
Third party Auditor	<ol style="list-style-type: none"> Conduct audit of the request based for sample cases(% of sample is 10% which can be increased or decreased as per UIDAI decisions), based on the languages
Managed Service provider (MSP) /SDA (Software Development Agency)/MSAP (Managed Service Application provider)	<ol style="list-style-type: none"> Provide the application and technical support to the ADQCSA Undertake any technology changes as desired by the UIDAI-HQ Provide training to the ADQCSA personnel for any changes in the QC application Generate/verify the MIS for the SLA management

4.1.7.6 Responsibilities of the stakeholders

a) **Responsibilities of UIDAI**

As owner of the Project, the role of UIDAI in the successful implementation and smooth running of the QC operations includes discharging the following responsibilities:

UIDAI-HQ

- a. Undertake stakeholder management and provide consistent policy
- b. Ensure that all the participating stakeholders continue to discharge their responsibilities;
- c. Ensure that the required process guidelines and required updates to the guidelines are issued for all stakeholders from time to time for clear understanding of the expectations
- d. Monitor the adherence to the SLA, Confidentiality and code of conduct for the various activities of the various stakeholders.
- e. Issuance of required Government Orders, wherever necessary, on policy issues.
- f. Provisioning for the training of the ADQCSA master trainers in the processes for the QC
- g. Conduct the IEC for various changes which affect the residents with regards to QC.

b) **Responsibilities of the Agency (ADQCSA)**

- a. Establish exclusive QC centers as per the specifications issued by UIDAI and deploy adequate manpower as required to carry out the operations.
- b. Deployment of the required hardware/software for setting up of the QC processing centers for the enrolment and update requests.
- c. Set up the required infrastructure at the location of the QC processing center(s). Keeping in mind the multi-language skill required for the processing, the ADQCSA may propose to set-up the center at multiple locations (Maximum of 05 centers across the country).
- d. Establish the secure MPLS/P2P connectivity of adequate bandwidth between the QC processing centers and the UIDAI systems as per the UIDAI's security protocols.
- e. Maintaining standards-based documentation and records for all the aspects of the processes for UIDAI to audit and inspect
- f. Ensure that the performance is in conformity with the SLA.
- g. Ensure that the Information security guidelines as issued by UIDAI and any amendments thereof are complied with always. The Service Provider shall also adhere to privacy and data security aspects under Aadhaar Act and relevant regulations thereunder.
- i. Allow the audit of the processes/systems by UIDAI or its nominated agencies for adherence to the SLA/Information security requirements

c) **Responsibilities of MSP /MSAP**

- a. Assist the ADQCSA during the initial phase of setup of operations.

- b. Provide the technical support to the ADQCSA for aspects related to the QC application Software.
- c. Provision for training of the ADQCSA along with UIDAI for any changes in the QC application or process, which require technology changes.
- d. Ensure the operation/technical manual related to QC application are updated and provided to the ADQCSA.

4.1.7.7 ADQCSA – QC centers

1. Each ADQCSA shall establish QC centers at maximum of 05 locations.
2. Before commencement of QC operation all proposed QC Centres shall be jointly inspected by UIDAI and the agency officials. ADQCSA shall submit an operational readiness request before such inspection. The joint team shall inspect the premises for adequacy of the Infrastructure, security and other administrative aspects and provide a certificate for commencement of QC operations.
3. Each QC centre must adhere to following (To be ensured/provided by ADQCSA):-
 - a. It should be an enclosed secure Area exclusively used for Aadhaar QC purpose.
 - b. Shall have work station (size of work desk) for each resource with minimum (20"-23") x (40"-43") [(51cm – 59 Cm) x (102 Cm x 109 Cm)] or more dimensions for available for work desk.
 - c. Shall have Biometric Access for Entry.
 - d. Compliant to UIDAI ecosystem partners security guidelines.
 - e. Only approved users and approved support staffs (IT, Maintenance, Admin and House Keeping) with ID and access permission shall enter in the Operation Premises.
 - f. Internal Video monitoring system (CCTV), with facility for storage of feed for six months. Live CCTV feed to be made available to UIDAI over internet/MPLS/P2P for monitoring.
 - g. **IT Infrastructure:**
 1. The work location should follow all the security guidelines and policy as per UIDAI norms.
 2. Computers shall have scheduled lock timings for computer screens
 3. All users have centrally managed antivirus software for updates of virus definitions.
 4. UIDAI prescribed policy based availability of access to internet.
 5. All users must have domain User Ids and should not have admin rights to the desktop.
 6. Use of all source of external mass storage device should be disabled in the desktop.
 7. Internet access should be restricted to Operational Requirements only.
 - h. **Non IT Infra**
 1. ADQCSA shall provide Workstation for the resources (Chairs and Work Desk)
 2. ADQCSA shall ensure Proper Lighting, Notice Board, Drinking Water, crèche, welfare rooms and Washroom Facility for the resources.

D. Security of Premises:

1. ADQCSA shall provide Physical Security through guards.
2. Shall deploy CCTV Cameras with recording with facility to livestream the videos to UIDAI over internet.
3. Information Security training to be conducted for all resources in every six months
4. Non Disclosure Agreement should be signed by all the resources
5. ID cards for staff security and their access rights shall be defined
6. Mobile Phones, PDAs, USB thumb drives, Cameras, edibles etc. strictly restricted in Operational Area
7. Public areas do not have computers to access internal network
8. ADQCSA will have to submit a certificate that they are compliant to the UIDAI confidentiality and Information security guidelines and regulations as laid down by UIDAI or MeitY.

4.2 PART-II - SERVICE LEVEL AGREEMENT

Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of services which shall be provided by the Service Providers to UIDAI for the duration of this contract. The performance of the vendor shall be measured in terms of the Service Level Agreement (SLAs) defined hereunder. TAT SLA shall be applicable from the 2nd month of 1st Quarter after commencement of QC operations by ADQCSAs. All other SLAs shall be applicable from the 1st day of commencement of operations.

4.2.1 Turn Around Time (TAT) SLA

1. UIDAI shall publish language wise **Daily Target** for each vendor during the first week of every quarter(Qn), which will be applicable for the next quarter(Qn+1). This Daily Target shall be; the average daily packets allocated in the previous Quarter $\{(Qn-1)/90\}$ (last 3 months) or the average daily packets allocated in the previous two Quarters $\{[(Qn-2) + (Qn-1)]/180\}$ (last 6 months), whichever is higher; or as decided by UIDAI at its sole discretion (which may be more/less than the average as spelt in first five line of this clause). Each agency is expected to meet or exceed the Language wise Daily Target every day and should build minimum language-wise capacity of manpower required to dispose as many packets as per Daily Target applicable for the Quarter.
2. Packet Clearance Time (PCT) of 24 hrs or 48 Hrs or 72 Hrs and so on.. (multiple of 24 Hrs) shall be assigned to each packet at the time of allocation of the packet to the vendor, depending upon the quantum of allocation of packets (language wise) as against the daily target. The PCT will be 24 Hrs for allocation upto daily target and shall be 48 hours for additional allocation of more than daily target but less than or equal to twice the daily target. Similarly PCT will be 72 hours for additional allocation more than twice the target and upto and including three times the daily target. This way 96 Hours ,120 hours and so on are allocated to additional allocations.
 - 2.1. For Example, on Day 1, 240 packets are allocated and on Day 2, 110 packets are allocated with a daily target of 100 packets.
 - 2.1.1.For 240 packet allocated on Day 1, first 100 packets will have a PCT of 24 Hrs , 2nd 100 packets will have a PCT of 48 Hrs and remaining 40 packets will have a PCT of 72 Hrs.
 - 2.1.2.For 110 packets allocated on Day2, first 60 packets shall have a PCT of 48 Hrs , since already 40 packets of Day 1 have been allocated with PCT as 48 Hrs. The remaining 50 packets of Day 2 will have a PCT of 72 Hrs.
 - 2.2. Additional example having daily allocation for 15 days is as below(the example is indicative only):

S No	Daily Target	100 packets	DAILY PACKET ALLOCATON (PCT)						
	Day	Daily Packet Alloca	Packets with	Packet s with PCT as	Packets with PCT as	Packets with	Packets with PCT as 120	Packets with PCT as 144	Packets with PCT as

		tion on each day	PCT as 24 Hrs	48 Hrs	72 Hrs	PCT as 96 Hrs	hrs	Hrs	168 Hrs
1	Day 1	240	100	100	40				
2	Day 2	110	0	60	50				
3	Day 3	40	0	40					
4	Day 4	200	10	100	90				
5	Day 5	134	0	10	100	24			
6	Day 6	178	0	0	76	100	2		
7	Day 7	90	0	0	0	90			
8	Day 8	76	0	0	8	68			
9	Day 9	234	0	0	32	100	100	2	
10	Day 10	123	0	0	0	0	98	25	
11	Day 11	156	0	0	0	0	75	81	
12	Day 12	126	0	0	0	0	19	100	7
13	Day 13	100	0	0	0	0	0	93	7
14	Day 14	97	0	0	0	0	0	93	4
15	Day 15	34	0	0	0	0	0	34	

- Each vendor is expected to clear the packet within the Packet Clearance Time(PCT) assigned for each packet. No recovery is applicable if the packet is cleared within the allocated PCT by the vendor.
- Turn Around Time (TAT) is calculated as the time from the packet is allocated to the vendor to the time the packet is cleared by the vendor. All packets where Turn Around Time is less than or equal to the Packet Clearance time, shall not attract any SLA recovery. If the Turn Around Time for a packet exceeds the Packet Clearance Time, then TAT recovery is applicable as per table below. In the example given in clause 4.2.1.2 above for day 1 for allocation of 240 packets, if the TAT of packets is within the allocated PCT of 24 hrs(for first 100 packets) , 48 Hrs (for 101- 200 packets) and 72 Hrs (201 – 240 packets) no TAT SLA is due. However, if the TAT exceeds Packet Clearance time for any of the packets, then TAT SLA shall be applicable.
- TAT SLA will be applicable as per table below.

TAT SLA	Description	TAT Recovery Applicable
TAT 0	Turn Around Time of packets are within the allocated Packet Clearance time	No recovery. 100% of rate per packet will be paid to the vendor by UIDAI.
TAT 1	TAT of packet exceeds the allocated Packet Clearance time(PCT) by upto and including 24 Hrs [0	Recovery of 25% of the rate per packet.

	– 24 Hrs)	Implying 75% of rate per packet will be paid to the vendor by UIDAI.
TAT 2	TAT of packet exceeds the allocated Packet Clearance time (PCT) by 24 Hrs upto and including 48 Hrs [24 Hrs to 48 Hrs)	Recovery of 50% of the rate per packet. Implying 50% of rate per packet will be paid to the vendor by UIDAI.
TAT 3	TAT of packet exceeds the allocated Packet Clearance time (PCT) by 48 Hrs upto and including 72 Hrs [48 Hrs to 72 Hrs)	Recovery of 75% of the rate per packet. Implying 25% of rate per packet will be paid to the vendor by UIDAI.
	Packet Clearance has lapsed and Packet is pending for more than 72 Hrs after PCT	No payment to vendor, however 100% of the rate per packet shall be deducted as recovery. Packet to be taken back from vendor queue and transferred to the other vendor.
Audit TAT	TAT for Audit review exceeds 24 Hrs	10% of rate per packet for delay of every 24 Hrs or part thereof as detailed in section 4.2.2.2

6. Example for TAT SLA calculation :

- 6.1. If the packet allocated has PCT of 48:00:00 hours and the TAT of the packet is 37:30:50, then no recovery is applicable as the packet is cleared within PCT.
- 6.2. If the packet allocated has PCT of 24:00:00 hours and the TAT for the packet is 37:30:50, then TAT 1 recovery shall be applicable as the TAT exceeded the PCT by 13:30:50, only 75 % of rate per packet will be given to the vendor by UIDAI.
- 6.3. If the packet allocated has PCT of 24:00:00 hours and the TAT for the packet is 77:30:50, then TAT 3 recovery shall be applicable as the TAT exceeded the PCT by 53:30:50, only 25 % of rate per packet will be given to the vendor by UIDAI.

7. Packets which are not cleared by the vendor shall be transferred to the other vendor as new allocation if the packet is pending to be checked after 72 hours after the allocated Packet Clearance time has elapsed and recovery as per Table(Clause 4.2.1.5) above shall be applicable to the vendor from whom the packet has been transferred.

8. Turn Around time recovery is also applicable for packets in Quality Audit @10% of rate per packet for delay of every 24 Hrs or part thereof as detailed in section 4.2.2.2
9. In case of any system failure attributable to UIDAI, the duration of failure will be verified by UIDAI and the same shall be excluded from TAT SLA calculations.

4.2.2 Quality SLA

1. Errors in packets disposed by vendors shall be counted towards quality error. UIDAI shall engage a third party auditor to perform quality audit on the packets disposed by the agencies. A random sample of minimum 10% of the completed work per(correct and incorrect) operator deployed by the agencies shall be audited daily. UIDAI may increase or decrease the sample size of 10% of completed work for audit at any time during the contract.
2. The quality audit shall be a four stage process, where at stage 1 the QC auditor shall evaluate the decision taken by the QC operator deployed by ADQCSAs. In case if the disposition of the QC operator is found to be incorrect, the packet will be sent to for review to the ADQCSA , this will be the stage 2 of QC audit. The vendor may accept the error or raise a rebuttal on the decision taken by the QC Auditor within 24 Hrs of the packet being sent for review. In cases where the vendor raises a rebuttal, the audit shall be closed by the QC Audit reviewer called stage 3, who will review the decision of the QC auditor along with the justification submitted by Vendors. In case if the decision of the audit reviewer is different from QC reviewer in that case decision will be taken at stage 4 by UIDAI/GRCP. Turn Around time SLA is applicable to ADQCSAs for packets in review (stage 2) for Audit @ 10% for every 24 hrs after the allocated 24 Hrs.
3. Based on the third party Audit QC Error % (Quality Error %)shall be calculated as QC Error%(QE)/Quality Error (QE)% = (Count of packets where decision of Third party Audit reviewer does not match with the disposition taken by the ADQCSA/Total count of packets Audited in the quarter)*100. Accuracy shall be [100% – QC error % (QE)].
4. Quality SLA recovery shall be applicable as per table below :

TABLE 3 – QUALITY SLA

Accuracy	Quality SLA recovery Applicable
More than 99.5%	Quality Error% * 1.0 * Total Qtrly invoiced amount
More than 99% upto and including 99.5%	Quality Error% * 1.1 * Total Qtrly invoiced amount
More than 98% upto and including 99%	Quality Error% * 1.2 * Total Qtrly invoiced amount
More than 97% upto and including 98%	Quality Error% * 1.3 * Total Qtrly invoiced amount
More than 96% upto and including 97%	Quality Error% * 1.4 * Total Qtrly invoiced amount
More than 95% upto and including 96%	Quality Error% * 1.5 * Total Qtrly invoiced amount

More than 94% upto and including 95%	Quality Error% * 1.6 * Total Qtrly invoiced amount
More than 93% upto and including 94%	Quality Error% * 1.7 * Total Qtrly invoiced amount
More than 92% upto and including 93%	Quality Error% * 1.8 * Total Qtrly invoiced amount
More than 91% upto and including 92%	Quality Error% * 1.9 * Total Qtrly invoiced amount
More than 90% upto and including 91%	Quality Error% * 2 * Total Qtrly invoiced amount
Less Than and including 90%	25% of no. of packets invoiced * rate per packet (with out tax)

Total Qtrly invoiced amount/value = Total packets checked in the Quarter * Rate per packet(without tax)

4.2.3 Grave Error SLA

1. UIDAI has defined certain errors as Grave Errors.
2. Based on third party audit on sample as defined in clause 4.2.2.1, all Grave error cases not detected or wrongly marked during QC shall be counted towards 'Grave Errors SLA'.
3. A recovery of Rs. 2000/- for first six months and Rs. 5000/- thereafter shall be levied as recovery for each of such grave errors from ADQCSAs.

4.2.4 Cumulative Quarterly SLA

1. Cumulative Quarterly SLA recovery for the quarter shall include recoveries on account of TAT SLA, Quality SLA, Grave Error SLA.
2. SLA recoveries shall be calculated on quarterly basis and one or more SLA recovery will be levied concurrently.
3. The overall cumulative SLA recovery for the entire duration of the contract shall not exceed 10% of the work done(without tax) during the entire duration of the contract. Work done during the contract would be cost of total number of packets quality checked with document during the contract [total number of packets Quality checked with documents * Rate per packet(without tax)].
4. Cumulative Quarterly SLA shall be capped at 10% of the Total quarterly invoice value(without tax). SLA recovery applicable for the quarter shall be either calculated value or capped value, whichever is lower.
5. For any two consecutive quarters , if the Cumulative quarterly SLA recovery has breached the Maximum quarterly cap of 10%, in that case, capping will be stepped up to 15% in the third quarter.
6. For any three consecutive quarters , if the Cumulative quarterly SLA recovery has breached the Maximum quarterly cap of 10%, in that case, capping will be stepped up to 20% in the fourth quarter.

5. SECTION-V – ANNEXURES AND APPENDICES

5.1 ANNEXURES:

Annexure	Form No	Description
Annexure I	FORM 1	Pre Qualification Checklist
Annexure II	FORM 2	Pre-Qualification Bid Format
Annexure II	FORM 3	Technical Evaluation Checklist
Annexure IV	FORM 4	Past Experience in similar projects
Annexure V	FORM 5	Technical proposal cover letter
Annexure VI	FORM 6	Blank
Annexure VII	FORM 7	Commercial quote as per scope of work
Annexure VIII	FORM 8	Format for statement of deviation from scheduled requirements
Annexure IX	FORM 9	Acceptance of Terms and conditions of the RFP
Annexure X	FORM 10	Proforma for submitting written queries
Annexure XI		UIDAI Information Security Guidelines for Third party (ADQCSA)
Annexure XII		List of Documents for Verifying Pol, PoA & DoB
Annexure XIII		Language wise enrolment data
Annexure XIV		Language wise Update data
Annexure XV		Over view of the QC process

5.1.1 ANNEXURE I: FORM 1 - Pre-Qualification Checklist

Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required	Upl oaded (Y/ N)	Page No. of bid	Key details of submitted documents
2.2.1 .2	Integrity Pact	Format as per Appendix XIX FORM 19			Date of submission of Integrity Pact
2.2.1 .3	Non Disclosure Agreement	Format as per Appendix XXI FORM 21			Date of submission of NDA
2.2.1 .5 (1)	Bid Securing declaration /BG OF EMD	Bid Securing declaration ANNEXURE XXII FORM 22			Date of declaration
		BG for EMD			BG Date
					BG No.
2.2.1 .5 (2)	Legal Entity/ Registration of Company	Self-declaration by authorised signatory			Name of Organization
					Date of declaration
		Certificate of Incorporation			Name of Company
					Date of incorporation
					Place of incorporation
		Certificate of Registration			Name of Partnership Firm
			Date of registration		
			Place of registration		
2.2.1 .5 (3)	Registration with Tax Authorities	Self-certification declaration on companies letter head			Date of declaration
2.2.1 .5 (4)	Revenues from Services	Annual Financial Statements for income from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES			Revenue from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES FY '16-'17
					Revenue from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES FY '17-'18

RFP for Aadhaar Data Quality Check Service Agencies 2020

Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required	Upl oaded (Y/ N)	Page No. of bid	Key details of submitted documents	
					Revenue from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES FY '18-'19	
		Turnover Certificate from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES			Issuer of certificate	
					Date of issue of certificate	
					Revenue from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES FY '16-'17	
					Revenue from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES FY '17-'18	
					Revenue from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES FY '18-'19	
2.2.1 .5 (5)	Manpower	Certificate by HR head of the bidder for minimum 5000			Date of declaration	

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Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required	Upl oaded (Y/ N)	Page No. of bid	Key details of submitted documents		
		employees on it pay roll as on last date of previous month of closing date of bid submission duly counter signed by company cuthorised signatory					
2.2.1 .5 (6)	Bidder Experience in India	Project 1	PO/WO			Project Name	
						PO/WO No.	
						PO/WO Date	
						PO/WO Value	
			Client certificate			Client Name	
						Current status of project	
						Date of certificate	
			Authorized Signatory certificate			Total value of PO/WO	
						Scope of PO/WO	
						Project commencement date	
		Project completion date					
		NDA copy			Current status of project		
					Overall cost of Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES		
		Project 2	PO/WO			Project Name	
						PO/WO No.	
						PO/WO Date	
						PO/WO Value	
Client certificate				Client Name			
				Current status of project			
				Date of certificate			
Authorized				Total value of PO/WO			

RFP for Aadhaar Data Quality Check Service Agencies 2020

Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required		Upl oaded (Y/ N)	Page No. of bid	Key details of submitted documents			
			Signatory certificate			Scope of PO/WO			
						Project commencement date			
						Project completion date			
						Current status of project			
						Overall cost of Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES			
			NDA copy			NDA Date			
		Project 3	PO/WO			Project Name			
								PO/WO No.	
								PO/WO Date	
								PO/WO Value	
				Client certificate			Client Name		
							Current status of project		
							Date of certificate		
				Authorized Signatory certificate			Total value of PO/WO		
								Scope of PO/WO	
								Project commencement date	
							Project completion date		
							Current status of project		
							Overall cost of Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES		
			NDA copy			NDA Date			

Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required	Upl oaded (Y/ N)	Page No. of bid	Key details of submitted documents	
2.2.1 .5 (7)	Blacklisting	Self-declaration			Date of declaration	
2.2.1 .5 (8)	ISO certification	Copy of certificate			Date of Certificate	
2.2.1 .5 (9)	Facility	Self-declaration			Date of declaration	
2.2.1 .5(10)	Authorized signatory declaration (in terms if Clause 2.1.17 of Section II)	A Power of Attorney or board resolution must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of company.			Name of Authorized Signatory	
					Date of Authorization	

(Signature)

Authorized Signatory

Name: _____
 Designation: _____
 Office Seal: _____
 Place: _____
 Date: _____

5.1.2 ANNEXURE II: FORM 2 - Pre-Qualification bid format- General information about the bidder

I. General Information				
S. No.	Particulars	Details to be Furnished		
1	Details of the Bidder (Company)			
	Name			
	Address			
	Telephone		Fax	
	E-mail		Website	
2	Details of Authorized person			
	Name			
	Address			
	Telephone		Email	
3	Details of Authorized person			
	Name			
	Address			
	Telephone		Email	

(Signature)
Authorized Signatory

Name: _____
 Designation: _____
 Office Seal: _____
 Place: _____
 Date: _____

5.1.3 ANNEXURE III: FORM 3 Technical Evaluation Checklist

Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required	Upl oaded (Y/ N)	Page No. of bid	Key details of submitted documents	
2.3.1 (1.1)	Revenues from Services	Average annual turnover from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES as per audited financial statements			Revenue from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES FY '16-'17	
					Revenue from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES FY '17-'18	
					Revenue from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES FY '18-'19	
		Average Annual Turnover Certificate from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES (By statutory Auditor/ Company Secretary / Chartered Accountant)			Issuer of certificate	
					Date of issue of certificate	
					Revenue from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES FY '16-'17	
					Revenue from Manpower supply (manpower outsourcing) /BPO services/back end processing/data	

RFP for Aadhaar Data Quality Check Service Agencies 2020

Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required		Upl oa- ded (Y/ N)	Page No. of bid	Key details of submitted documents	
						entry/data verification/ITES FY '17- '18	
						Revenue from Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES FY '18- '19	
2.3.1 (1.2)	Experience of execution/completion of similar projects in Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES in last 7 years ending on last date of previous month of closing date of bid submission [In case of more than 5 projects, row may be added to include details]	Project 1	PO/WO			Project Name	
						PO/WO No.	
						PO/WO Date	
						PO/WO Value	
			Client certificate			Client Name	
						Current status of project	
						Date of certificate	
		Authorized Signatory certificate	Total value of PO/WO				
			Scope of PO/WO				
			Project commencement date				
			Project completion date				
			Current status of project				
			Overall cost of Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES				
		Project 2	PO/WO				Project Name
PO/WO No.							
PO/WO Date							
PO/WO Value							
Client certificate	Client Name						
	Current status of project						
	Date of certificate						
NDA copy					NDA Date		

RFP for Aadhaar Data Quality Check Service Agencies 2020

Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required		Upl oad ed (Y/ N)	Page No. of bid	Key details of submitted documents	
			Authoriz ed Signatory certificate			Total value of PO/WO	
						Scope of PO/WO	
						Project commencement date	
						Project completion date	
						Current status of project	
						Overall cost of Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES	
			NDA copy			NDA Date	
		Project 3	PO/WO			Project Name	
						PO/WO No.	
						PO/WO Date	
						PO/WO Value	
			Client certificate			Client Name	
						Current status of project	
						Date of certificate	
			Authoriz ed Signatory certificate			Total value of PO/WO	
						Scope of PO/WO	
						Project commencement date	
						Project completion date	
						Current status of project	
						Overall cost of Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES	
			NDA copy			NDA Date	
		Project 4	PO/WO			Project Name	
						PO/WO No.	
						PO/WO Date	
						PO/WO Value	
			Client			Client Name	

RFP for Aadhaar Data Quality Check Service Agencies 2020

Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required	Upl oaded (Y/ N)	Page No. of bid	Key details of submitted documents			
					certificate	Current status of project		
						Date of certificate		
					Authorized Signatory certificate	Total value of PO/WO		
						Scope of PO/WO		
						Project commencement date		
						Project completion date		
						Current status of project		
						Overall cost of Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES		
					Project 5	NDA copy PO/WO	NDA Date	
							Project Name	
							PO/WO No.	
							PO/WO Value	
						Client certificate	Client Name	
							Current status of project	
							Date of certificate	
						Authorized Signatory certificate	Total value of PO/WO	
							Scope of PO/WO	
							Project commencement date	
							Project completion date	
							Current status of project	
Overall cost of BPO services/back end processing/data entry/data verification/ITES								
NDA copy	NDA Date							
2.3.1 (2.1)	Existing language capabilities of carrying out Manpower supply (Self-Certification by HR head and countersigned by authorised signatory			Language : Count of resources (i) Assamese (ii)Bengali			

RFP for Aadhaar Data Quality Check Service Agencies 2020

Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required	Upl oaded (Y/ N)	Page No. of bid	Key details of submitted documents
	<p>manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES services in Assamese, Bengali, English, Gujarati, Hindi, Kannada, Konkani, Malayalam, Manipuri, Marathi, Nepali, Oriya, Punjabi, Tamil, Telugu and Urdu with respect to number of resources with the bidder(It can be at multiple locations)</p> <p>The minimum number of existing resources for respective languages shall be as under:</p> <p>(i) Hindi/English – Minimum 200 Resources each</p> <p>(ii) Gujarati/Marathi/Malayalam/Tamil/Kannada/Telugu – Minimum 20 resources each</p> <p>(iii) Remaining languages – Minimum 10 resources each</p>				<p>(iii)English (iv) Gujarati (v)Hindi (vi)Kannada (vii)Konkani (viii)Malayalam (ix)Marathi (x)Oriya (xi)Punjabi (xii)Tamil (xiii)Telugu (xiv)Urdu (xv) Manipuri (xvi) Nepali</p>

RFP for Aadhaar Data Quality Check Service Agencies 2020

Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required	Upl oaded (Y/ N)	Pag e No. of bid	Key details of submitted documents	
2.3.1 (2.2)	Current infrastructure with seating capacity of at least 300 persons or more	Self-Certification			Details of Location 1	
					Details of Location 2	
					Details of Location 3	
					Details of Location 4	
					Details of Location 5	
					Details of Location 6	
2.3.1 (3)	Presentation by Bidders on parameters	Copy of complete presentation				

(Signature)
Authorized Signatory

Name: _____
 Designation: _____
 Office Seal: _____
 Place: _____
 Date: _____

5.1.4 ANNEXURE IV: FORM 4 - Project Execution Experience

(Serial no 6 of table at para 2.2.1.5 of Section II (Part II) and Serial no 1.2 of table at clause 2.3.1. of Section II (part III))

S. No	Item	Details
General Information		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the project	
Project Details		
3	Name of the project	
4	Start Date	
5	End Date	
6	Current Status (Gone Live and in operations/running/completed)	
7	Contract Tenure	
8	No. of locations	
9	Man-month effort involved	
Brief description of scope of project: Please provide scope of work		
Size of the project		
11	PO/WO Value of the project (in lakhs)	
12	Total cost of the Manpower supply (manpower outsourcing) /BPO services/back end processing/data entry/data verification/ITES (India Operations)	

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

5.1.5 ANNEXURE V: FORM 5 -Technical Proposal Cover Letter

[Date]

CEO ,
UIDAI,

Dear Sir,

Ref: RFP: ADQCSA RFP ref no F.No. _____ Dated _____

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Professional services as required and outlined in the RFP for the ADQCSA to meet such requirements and provide such services as required are set out in the tender document.

We attach hereto the tender technical response as required by the tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule for providing Professional Services in under the RFP) or such adjusted plan as may subsequently be mutually agreed between us and UIDAI or its appointed representatives.

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a scheduled commercial bank in India, acceptable to UIDAI, for a sum equivalent to 10% of the contract value based on the prices finalised for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of six months from the last date of submission of the bid document and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This tender response, together with written acceptance thereof of the notification of award by UIDAI, shall constitute a binding contract between us and UIDAI.

RFP for Aadhaar Data Quality Check Service Agencies 2020

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the UIDAI is true, accurate, and complete to best of our information. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the UIDAI as to any material fact.

We agree that you are not bound to accept the lowest or any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of **2020**

(Signature)

(In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

5.1.6 ANNEXURE VI: FORM 6

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5.1.7 ANNEXURE VII: FORM 7 - Commercial Quote as per scope of work

Commercial Quote (Rs.)			
Particular (A)	Unit Rate INR (B)	Taxes INR (C)	Total Cost (including Tax) INR (D)
1. Quality check with documents (rate per packet) (Scope of Work as per RFP)	<div style="border: 1px solid black; padding: 5px; margin: 0 auto; width: 80%;"> <<<Indicative format for BOQ_XXXX.xls>>> -----Only BOQ_XXXX.xls to be filled----- </div>		

(Nothing to be filled up)

Dated this Day of **2020**

(Signature)

(In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

5.1.8 ANNEXURE VIII: FORM 8 - Format for Statement of Deviation(s) from Scheduled Requirements

[Date]

CEO,
UIDAI,

Dear Sir,

Ref: RFP: ADQCSA -ref. no F. No..... Dated

We have made no deviations to bid document.

Dated this Day of **2020**

(Signature)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

5.1.9 ANNEXURE IX: FORM 9 - Acceptance of Terms and Condition of the RFP

[Date]

CEO,
UIDAI,

RFP for Aadhaar Data Quality Check Service Agencies 2020

Dear Sir,

Ref: RFP: ADQCSA -ref. no F. No..... Dated

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Professional services as required and outlined in the RFP for the ADQCSA to meet such requirements and provide such services as required are set out in the tender document.

We have read and agree for unconditional acceptance of all the terms and conditions set out in the RFP document.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of **2020**

(Signature)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of bidder

5.1.10 ANNEXURE X: FORM 10 - Proforma for submitting written Queries

(To be sent in Microsoft excel or word format only at the given e-mail address)

RFP for 'RFP FOR AADHAAR DATA QUALITY CHECK SERVICE AGENCIES

Ref. No. xxxx dated _____

Name of Firm/Company: _____ Name of contact person: _____

Email: _____ Mobile: _____

S. No.	Page No. of RFP	Section	Clause	Existing provisions in the clause	Query/ Suggestion /Clarification sought

5.1.11 ANNEXURE XI: UIDAI Information Security Guidelines for Third party (ADQCSA)

All relevant segment of the Information security guidelines shall be applicable to ADQCSA are as below:-

I. Human Resources

1. The ADQCSA shall appoint a SPOC for all information security related activities and communications with UIDAI.
2. ADQCSA support personnel shall provide the information regarding the background such as education, criminal record, employment history, police verification etc of all the resources deployed in the project including support staff and provide a self-declaration that the information provided is correct. UIDAI or agency appointed by UIDAI may validate this information during or after the employment of the respective personnel;
3. An induction as well as periodic functional and information security trainings shall be conducted for all ADQCSA personnel for Aadhaar related authentication services. The training shall include all relevant security guidelines per the UIDAI information security policy for Authentication, Aadhaar Act, 2016 and Aadhaar Regulations, 2016.
4. Formal on-boarding and off-boarding process shall be followed for all ADQCSA personnel;
5. All ADQCSA employees handling UIDAI information assets shall adhere to the following information security requirements:
 - a) Accept their compliance to the security responsibilities communicated by UIDAI;
 - b) Sign a confidentiality (non-disclosure) agreement issued by ADQCSA in addition to the contractual requirements. This could be done through a self-declaration document;
 - c) Complete the functional training provided by the ADQCSA prior to handling UIDAI information assets.
 - d) Complete the security awareness training as a part of the ADQCSA on-boarding process. Training should cover social engineering, social media and other themes as per the current security threats;
 - e) Complete all recurring information security awareness trainings provided by UIDAI;
 - f) Be aware of the UIDAI disciplinary process in the event of an information security breach.

II. Asset Management

1. All assets used by the ADQCSA (business applications, operating systems, databases, network etc.) for the purpose of delivering services to UIDAI shall be identified. Details of the information asset shall be recorded in an information asset register and provided to UIDAI. The Agency shall keep the register up to date. UIDAI may withhold the 10% payment

in case of any such breach of same or may impose a recovery of Rs. 10,000 per such violation.

2. The assets which are scheduled to be disposed must have a procedure as part of the disposal policy of the organization. Information systems containing UIDAI information shall be disposed-off securely only after obtaining approvals from UIDAI authorized personnel;
3. Before sending any equipment out for repair, the equipment shall be sanitised to ensure that it does not contain any UIDAI sensitive data;
4. ADQCSA shall obtain the approval from UIDAI – Head Information Security for the use of removable media for business purposes;
5. ADQCSA shall not transfer any personal identifiable information (PII) such as resident name, Address, Date of Birth, gender, photo , Aadhaar Number, Enrolment number etc from removable media to any personal device;
6. Media containing critical and sensitive information shall be disposed-off in a secure manner as per the UIDAI media disposal procedure;
7. Disposal of media/information shall be done by authorized users under supervision and a record shall be maintained. The contents of any re-usable media that are to be removed shall be erased or destroyed physically to prevent reuse.
8. ADQCSA shall implement controls to prevent and detect any loss, damage, theft or compromise of the assets.
9. Authentication devices used to capture residents biometric should be STQC certified as specified by UIDAI.

III. Access Control

1. Only authorized individuals shall be provided access to information facilities (such as Authentication application, audit logs, authentication servers, application, source code, information security infrastructure etc.) processing UIDAI information;
2. ADQCSA operators shall access all desktops / laptops/ workstations and printers used to process UIDAI information through their unique user IDs and passwords;
3. ADQCSA employees with access to UIDAI information assets shall:
 - a) Have least privilege access for information access and processing;
 - b) The operator must be logged out after the session is finished.
 - c) Implement an equipment locking mechanism for workstation, servers and/ or network device

4. The QC interface shall be accessed through the unique user ID and password provided by UIDAI to the authorized personnel of the ADQCSA. The “One Time Password” (OTP) received on the registered mobile number of the authorized ADQCSA personnel shall be used to complete the dual authentication process;
5. The application should have auto lock out feature i.e. after a certain time of inactivity (15 mins or as specified in the policy document), the application should log out.
6. ADQCSA personnel shall select passwords as per the UIDAI password policy(as shared from time to time);
7. ADQCSA personnel with access to UIDAI information assets shall:
 - a) Have least privilege access for information access and processing;
 - b) Should use passwords as per the UIDAI password policy(as shared from time to time);
 - c) Keep their user Ids and corresponding passwords confidential and refrain from sharing them with others;
 - d) Change their passwords whenever there is any indication of a possible compromise of the system or password;
 - e) Terminate active sessions when finished or implement an equipment locking mechanism;
 - f) Logout from the workstation, servers and/ or network device when the session is finished;
 - g) Default user credentials or administrative passwords for information devices shall be changed and securely stored in a fireproof safe, which shall be enclosed in an envelope with an authorized signature and date.
8. Procedures shall be put in place for secure storage and management of administrative passwords for critical information systems;
9. Access rights and privileges to information processing facilities for UIDAI information shall be revoked within 24 hours (Business hours) of separation of respective personnel having access to such information;
10. Post deactivation, user IDs shall be deleted if not in use as per Exit formalities;
11. Access rights and privileges to information facilities processing UIDAI information shall be reviewed on a quarterly basis and the report shall be maintained for audit purposes;
12. The users should not be provided with local admin access rights on their system. In the case of administrative access being provided, the users shall be prohibited from modifying the local security settings. Modifying the same shall result in disciplinary action.
13. Three successive login failures or as per the access control policy/password policy of the organization should result in a user's account being locked; they should not be able to login until their account is unlocked and the password reset in case of server logins. The user should contact the System Engineers/Administrators for getting the account unlocked. For applications there should be an automatic lock out period of 30 mins in case of three

consecutive login failures or as per the access control policy/password policy of the organization.

14. Common user IDs / group user IDs shall not be used. Exceptions shall be approved and documented where there is no alternative;
15. Default user credentials or administrative passwords for information devices shall be changed and securely stored in a fireproof safe enclosed in an envelope with authorized signature and date;
16. Access to administrative password or critical information systems password shall be controlled with an access log register (physical document register is maintained within the fireproof safe).

IV. Password Policy

1. The allocation of initial passwords shall be done in a secure manner and these passwords shall be changed at first login;
2. All User passwords (including administrator passwords) shall remain confidential and shall not be shared, posted or otherwise divulged in any manner;
3. Avoid keeping a paper record of passwords, unless this can be stored securely;
4. If the passwords are being stored in the database or any other form, they should be stored in encrypted form.
5. Change passwords whenever there is any indication of possible system or password compromise;
6. Complex passwords shall be selected with a minimum length of 8 characters, which are:
 - 6.1 Not based on anything somebody else could easily guess or obtain using person related information, e.g. names, telephone numbers, and dates of birth etc.;
 - 6.2 Free of consecutive identical characters or all-numeric or all-alphabetical groups;
 - 6.3 Password should contain at least one numeric, one uppercase letter and one special character;
 - 6.4 Passwords shall be changed at regular intervals (passwords for privileged accounts shall be changed more frequently than normal passwords);
 - 6.5 System should not allow the use of last 5 passwords.
 - 6.6 System should not allow the username and password to be the same for a particular user.
 - 6.7 Users must not use the same password for various UIDAI access needs;
7. Passwords shall not be hardcoded in codes, login scripts, any executable program or files;
8. Password should not be stored or transmitted in applications in clear text or in any reversible form.

9. Passwords shall not be included in any automated log-on process, e.g. stored in a macro or function key;
10. Three successive login failures should result in a user's account being locked; they should not be able to login until their account is unlocked and the password reset. The user should contact the System Engineers/Administrators for getting the account unlocked;
11. The local security settings on all the systems shall be aligned and synced with the Active Directory Settings. The users shall not be provided access to modify the local security settings on the individual systems. In the case of administrative access being provided, the users shall be prohibited from modifying the local security settings. Modifying the same shall result in disciplinary action.

V. Physical and Environmental Security

1. ADQCSA premises shall be located in a secure environment;
2. External walls of the premises shall be of solid construction and all external doors shall be suitably protected through control mechanisms like bars, locks, security guards etc;
3. ADQCSA production and storage facilities shall be physically secured employing a combination of physical security measures such as CCTV cameras, locked cabinets, alarm systems etc.;
4. ADQCSA personnel shall not carry personal information processing devices such as laptops, palmtops, cameras and media devices like tapes, CDs, USB drives etc.;
5. Visitors' entry into ADQCSA premises shall be restricted. Security validations and checks such as verifying the identity of the visitor, checking the belongings and bags, and making physical entry in registers shall be carried out;
6. All visitors carrying Information Processing Equipment (such as Laptops, Palmtops, Personal Digital Assistant) or Media (such as CDs, Tapes, DATs), shall be asked to declare such assets and the same shall be recorded in a register at the security gate;
7. Imaging devices such as **mobile phones, laptops, cameras etc** shall not be permitted within the facility;
8. Visitor badges/ tokens shall be issued to all visitors to the ADQCSA office;
9. Entry and exit along with date and time and the purpose of visit of visitors shall be recorded in a visitor's register maintained at the entrance gates;
10. Visitors shall be escorted by authorized personnel to enter critical information processing areas and access logs shall be maintained for audit purposes;
11. Lockable cabinets or safes shall be provided in the offices, rooms and information processing facilities;

12. Fire doors and extinguishing systems shall be deployed, labeled, monitored, and tested regularly;
13. Physical access to restricted areas or offices and facilities hosting critical equipment shall be pre-approved and recorded along with the date, time and purpose of entry;
14. Signs or notices legibly setting forth the designation of restricted areas and provisions of entry shall be posted at all entrances and at other points along the restricted areas as necessary;
15. Reception areas shall be manned by a receptionist(s) and/ or security guard(s) during ADQCSA office hours;
16. All ADQCSA office locations processing UIDAI information shall implement controls to protect the information assets and facilities hosting information against damage from environmental threats like fire, flood, earthquake & terrorist attacks, explosion, civil unrest and other forms of manmade/ natural threats;
17. Complete facility shall be under CCTV coverage and ADQCSA will create facilities for its central monitoring including by UIDAI officials over internet.
18. The movement of all incoming and outgoing items shall be documented;
19. All equipment shall be protected from power failures and other disruptions caused by failures in supporting infrastructure;
20. Controls shall be designed and implemented to protect power and network cables from unauthorized interception or damage;
21. Information systems containing UIDAI information shall be disposed-off securely only after obtaining approval from UIDAI authorized personnel;
22. Before sending any equipment out for repair, the equipment shall be sanitised to ensure that it does not contain any UIDAI sensitive data.
23. All ADQCSA personnel accessing UIDAI information assets shall be made aware of UIDAI information security policies and controls for protecting unattended equipment;
24. A clear desk and clear screen policy for UIDAI information processing facilities shall be adopted to reduce risks of unauthorized access and loss of and damage to information. Following shall be ensured:
 - a) Paper and computer media shall be stored in locked cabinets and/or secure enclosures when not in use;
 - b) Restricted and Confidential information and storage media shall be locked away when not required especially during non-business hours;

- c) Screen savers or related technological controls shall be implemented to lock the screen of the information systems when unattended beyond a specified duration;
- d) Incoming and outgoing mail points and unattended fax and telex machines shall be protected from unauthorized access during off-office hours;
- e) Printed copies shall be secured;
- f) Unused paper documents and printed papers shall be shredded.

VI. Operations Security

ADQCSA Operations

- 1. ADQCSA shall ensure that systems are placed in secured areas and access to the systems is restricted only to authorized personnel;
- 2. QC shall only be undertaken only when authorized personnel are physically present in the vicinity of the systems.
- 3. Operators shall log-in to the QC interface using their unique user id and password;
- 4. ADQCSA shall ensure transmission security of jobs;
- 5. The firmware of the all IT system shall be updated with the latest security patches as and when they become publicly available;
- 6. No printers shall be allowed in the location;
- 7. Any abnormality shall be investigated and reported to Head Information Security, UIDAI;
- 8. All invoices raised by the ADQCSA shall be accompanied by a certificate stating that the ADQCSA is not in possession of any data pertaining to all residents whose records have been Quality checked.
- 9. Accountability and tracking procedures shall be adhered to during all phases activities.
- 10. ADQCSA shall maintain an MIS of the operations and share the same with UIDAI on a periodic basis for the purpose of tracking and reconciliation.

Systems Operations security

- 1. All systems that connect to CIDR or handle the residents' personal data shall be secured using endpoint security solutions. At the minimum, anti-virus / malware detection software shall be installed on such systems;
- 2. Safeguards shall be implemented in the information systems to prevent the execution of malware;
- 3. Standard Operating Procedure (SOP) shall be developed for all information systems and services related to UIDAI operations. The SOP shall include the necessary activities to be carried out for the operation and maintenance of the system or service and the actions to be taken in the event of a failure;
- 4. All changes to information systems and facilities processing UIDAI information shall be notified to UIDAI;

5. A record of all changes shall be maintained and provided to relevant stakeholders as and when required;
6. The Operating System as well as the QC Terminal program shall be updated with the latest security patches as and when they become publicly available;
7. Any changes to the operating procedure shall be notified to UIDAI. A record of all changes shall be maintained and provided to relevant stakeholders as and when required;
8. Event logs recording the critical user-activities, exceptions and security events shall be enabled and stored to assist in future investigations and access control monitoring;
9. Regular monitoring of the audit logs shall take place and results shall be recorded;
10. Logs shall be monitored and analyzed for any possible unauthorized use of information systems;
11. Audit logs shall capture details like User IDs, Date and time of log-on and log-off, Terminal identity or location, if possible, Records of successful and rejected system access attempts, Records of successful and rejected data and other resource access attempts, time stamp of event, source IP ,details of Port used etc.
12. Access to audit trails and event logs shall be provided to authorized personnel only;
13. Logs shall be protected from unauthorized access or deletion;
14. All computer clocks shall be set to an agreed standard and checked to make corrections to any significant variations observed;
15. The date and time settings of the critical servers and network devices shall be synchronized with a centralized in-house solution or NTP aligned with the relevant time zone;
16. Third-party independent network, operating system, database and application assessment and configuration reviews shall be carried out annually and/or during a significant change in the ADQCSA ecosystem;

VII. Communications Security

1. The network between CIDR and ADQCSA shall be secure. ADQCSA shall connect with CIDR through leased MPLS lines;
2. ADQCSA shall ensure that the QC Terminal is dedicated for the UIDAI activities and is not used for any other activities of the ADQCSA;
3. The QC Terminal shall be hosted behind a firewall. The firewall rules shall restrict any incoming access requests to the QC Terminal s;
4. The QC Terminal host shall reside in a segregated network segment that is isolated from the rest of the network of the ADQCSA with the exception of the network segments which are authorized;
5. Passwords used for QC terminal access as well as the passwords of the underlying Operating System of the client host shall be consistent with UIDAI password management policy(as shared from time to time);

6. All unwanted network services (such as FTP or Telnet) should be turned off to reduce the attack surface exposed by the devices;
7. All network accessible services shall be protected using passwords that are consistent with the UIDAI password policy(as shared from time to time);
8. Special consideration shall be given to Wireless networks due to poorly defined network perimeter. Appropriate authentication, encryption and user level network access control technologies shall be implemented to secure access to the network;
9. Where the mobile device policy allows the use of privately owned devices(e.g. Bring Your Own Device – BYOD), the related security measures should also consider:
 - a) Separation of private and business use of the devices, including using software to support such separation and protect business data on a private device;
 - b) Providing access to business information only after users have signed an end user agreement acknowledging their duties (physical protection, software updating, etc.), waiving ownership of business data, and allowing remote wiping of data by the organization in case of theft or loss of the device or when no longer authorized to use the device. The policy and measures need to take into account the privacy legislation.
10. Systems processing UIDAI information files shall automatically log out the operator and lock itself after a period of inactivity;

VIII. ADQCSA Centers

1. The network between CIDR and ADQCSA shall be secure. ADQCSA shall connect with CIDR through secure MPLS leased line connectivity;
2. Systems used by centre personnel shall be dedicated to UIDAI activities and not be used for other clients / activities of the contact centre;
3. Passwords of the underlying Operating System of the client host shall be consistent with UIDAI password management policy(as shared from time to time);
4. Systems accessing CIDR database shall automatically log out the operator and lock itself after a period of inactivity;
5. Users shall not use any unauthorized web-mail services or portals.

IX. Information Security Incident Management

1. ADQCSA shall be responsible for reporting any security weaknesses, any incidents, possible misuse or violation of any of the stipulated guidelines to UIDAI – Head Information Security;
2. Monthly security reports shall be sent to UIDAI for tracking and review of security weakness, incidents and violation to validate the closure status;
3. Loss / theft of partially finished / finished products shall be reported to the local law enforcement agency and UIDAI within 24 hours.

X. Compliance

1. ADQCSA shall comply with all terms and conditions outlined in the UIDAI ADQCSA agreement;
2. ADQCSA shall ensure that its operations are audited by an information systems auditor certified by a recognised body on an annual basis and on a need basis to ensure compliance with UIDAI standards and specifications. The audit report shall be shared with UIDAI upon request;
3. UIDAI shall reserve right to audit systems and processes of the ADQCSA on an annual basis or as needed to ensure compliance with stipulated Information Security Policy – External Ecosystem ADQCSA but not limited to this document. The audit plan shall include information security controls and technical testing controls including vulnerability assessment as well as penetration testing of Information Systems and any new technology or delivery channel introduced;
4. If any non-compliance is found as a result of the audit, the ADQCSA shall:
 - a. Determine the causes of the non-compliance;
 - b. Evaluate the need for actions to avoid recurrence of the same;
 - c. Determine and implement corrective action;
 - d. Review the corrective action taken.
5. ADQCSA shall use only licensed software within the UIDAI network environment. Record of all software licenses shall be kept and updated regularly;
6. ADQCSA and their partners shall ensure compliance to all the relevant laws, rules and regulations, including, but not limited to, ISO27001:2013 Standard, Information Technology Act 2000 and 2008 amendments, Aadhaar Act, 2016 and Regulations;

XI. Change Management

1. ADQCSA shall document all changes to UIDAI Information Processing facilities/ Infrastructure/ processes;
2. All Changes shall be approved by the UIDAI management before being implemented; Change log/ register shall be maintained for all changes performed.

5.1.12 ANNEXURE XII: List of Documents for verifying PoI , PoA, PoR & DoB



Mera Aadhaar, Meri Pehchaan

27th November, 2019

LIST OF ACCEPTABLE SUPPORTING DOCUMENTS FOR VERIFICATION

POI (Proof of Identity) documents containing Name and Photo

1. Passport
2. PAN Card
3. Ration/ PDS Photo Card
4. Voter ID
5. Driving License
6. Government Photo ID Cards/ Service photo identity card issued by PSU
7. NREGS Job Card
8. Photo ID issued by Recognized Educational Institution
9. Arms License
10. Photo Bank ATM Card
11. Photo Credit Card
12. Pensioner Photo Card
13. Freedom Fighter Photo Card
14. Kissan Photo Passbook
15. CGHS/ ECHS Photo Card
16. Address Card having Name and Photo issued by Department of Posts
17. Certificate of Identity having photo issued by Gazetted Officer or Tehsildar on UIDAI standard certificate format for enrolment/ update
18. Disability ID Card/ handicapped medical certificate issued by the respective State/ UT Governments/ Administrations
19. Bhamashah Card
20. Certificate from Superintendent/Warden/ Matron/ Head of Institution of recognized shelter homes or orphanages etc. on UIDAI standard certificate format for enrolment/ update
21. Certificate of Identity having photo issued by MP or MLA or MLC or Municipal Councillor on UIDAI standard certificate format for enrolment/ update
22. Certificate of Identity having photo issued by Village Panchayat Head or Mukhiya or its equivalent authority (for rural areas) on UIDAI standard certificate format for enrolment/ update
23. Gazette notification for name change
24. Marriage certificate with photograph
25. RSBY Card
26. SSLC book having candidates photograph
27. ST/ SC/ OBC certificate with photograph
28. School Leaving Certificate (SLC/ School Transfer Certificate (TC), containing name and photograph
29. Extract of School Records issued by Head of School containing name and photograph
30. Bank Pass Book having name and photograph
31. Certificate of Identity containing name and photo issued by Recognized Educational Institution signed by Head of Institute on UIDAI standard certificate format for enrolment/ update.

32. Certificate of identity containing Name, DOB and Photograph issued by Employees' Provident Fund Organisation (EPFO) on UIDAI standard certificate format for enrolment/ update

POR (Proof of Relationship) documents containing Name of applicant and Name of HoF (Head of Family)

1. PDS Card
2. MNREGA Job Card
3. CGHS/ State Government/ ECHS/ ESIC Medical card
4. Pension Card
5. Army Canteen Card
6. Passport
7. Birth Certificate issued by Registrar of Birth, Municipal Corporation and other notified local government bodies like Taluk, Tehsil etc.
8. Any other Central/ State government issued family entitlement document
9. Marriage Certificate issued by the government
10. Address card having name and photo issued by Department of Posts
11. Bhamashah card
12. Discharge card/ slip issued by Government hospitals for birth of a child
13. Certificate of Identity having photo issued by MP or MLA or MLC or Municipal Councillor or Gazetted Officer on UIDAI standard certificate format for enrolment/ update
14. Certificate of Identity having photo and relationship with HoF issued by Village Panchayat Head or Mukhiya or its equivalent authority (for rural areas) on UIDAI standard certificate format for enrolment/ update

DOB (Date of Birth) documents containing Name and DOB

1. Birth Certificate
2. SSLC Book/ Certificate
3. Passport
4. Certificate of Date of Birth issued by Group A Gazetted Officer on UIDAI standard certificate format for enrolment/ update
5. A certificate (on UIDAI standard certificate format for enrolment/ update) or ID Card having photo and Date of Birth (DOB) duly signed and issued by a Government authority
6. Photo ID card having Date of Birth, issued by Recognized Educational Institution
7. PAN Card
8. Marksheet issued by any Government Board or University
9. Government Photo ID Card/ Photo Identity Card issued by PSU containing DOB
10. Central/ State Pension Payment Order



Mera Aadhaar, Meri Pehchaan

LIST OF ACCEPTABLE SUPPORTING DOCUMENTS FOR VERIFICATION

- | | |
|--|--|
| <ol style="list-style-type: none"> 11. Central Government Health Service Scheme Photo Card or Ex-Servicemen Contributory Health Scheme Photo card 12. School Leaving Certificate (SLC/ School Transfer Certificate (TC), containing Name and Date of Birth 13. Extract of School Records issued by Head of School containing Name, Date of Birth and Photograph 14. Certificate of Identity containing Name, DOB and Photo issued by Recognized Educational Institution signed by Head of Institute on UIDAI standard certificate format for enrolment/ update 15. Certificate of identity containing Name, DOB and Photograph issued by Employees' Provident Fund Organisation (EPFO) on UIDAI standard certificate format for enrolment/ update | <ol style="list-style-type: none"> 24. Certificate of Address issued by Village Panchayat head or its equivalent authority (for rural areas) on UIDAI standard certificate format for enrolment/ update 25. Income Tax Assessment Order 26. Vehicle Registration Certificate 27. Registered Sale/ Lease/ Rent Agreement 28. Address Card having Photo issued by Department of Posts 29. Caste and Domicile Certificate having Photo issued by State Govt 30. Disability ID Card/ handicapped medical certificate issued by the respective State/ UT Governments/ Administrations 31. Gas Connection Bill (not older than 3 months) 32. Passport of Spouse 33. Passport of Parents (in case of Minor) 34. Allotment letter of accommodation issued by Central/ State Govt. (not more than 3 years old) 35. Marriage Certificate issued by the Government, containing address 36. Bhamashah card 37. Certificate from Superintendent/ Warden/ Matron/ Head of Institution of recognized shelter homes or orphanages etc. on UIDAI standard certificate format for enrolment/ update 38. Certificate of Address having photo issued by Municipal Councillor on UIDAI standard certificate format for enrolment/ update 39. Identity Card issued by recognized educational institutions 40. SSLC book having photograph 41. School Identity card 42. School Leaving Certificate (SLC/ School Transfer Certificate (TC), containing Name and Address 43. Extract of School Records containing Name, Address and Photograph issued by Head of School 44. Certificate of Identity containing Name, Address and Photo issued by Recognized Educational Institution signed by Head of Institute on UIDAI standard certificate format for enrolment/ update 45. Certificate of identity containing Name, DOB and Photograph issued by Employees' Provident Fund Organisation (EPFO) on UIDAI standard certificate format for enrolment/ update |
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POA (Proof of Address) documents containing Name and Address

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|--|--|
| <ol style="list-style-type: none"> 1. Passport 2. Bank Statement/ Passbook 3. Post Office Account Statement/ Passbook 4. Ration Card 5. Voter ID 6. Driving License 7. Government Photo ID cards/ service photo identity card issued by PSU 8. Electricity Bill (not older than 3 months) 9. Water Bill (not older than 3 months) 10. Telephone Landline Bill (not older than 3 months) 11. Property Tax Receipt (not older than 1 year) 12. Credit Card Statement (not older than 3 months) 13. Insurance Policy 14. Signed Letter having Photo from Bank on letterhead 15. Signed Letter having Photo issued by registered Company on letterhead 16. Signed Letter having Photo issued by Recognized Educational Institution on letterhead or Photo ID having address issued by Recognized Educational Institution 17. NREGS Job Card 18. Arms License 19. Pensioner Card 20. Freedom Fighter Card 21. Kissan Passbook 22. CGHS/ ECHS Card 23. Certificate of Address having photo issued by MP or MLA or MLC or Gazetted Officer or Tehsildar on UIDAI standard certificate format for enrolment/ update | <ol style="list-style-type: none"> 24. Certificate of Address issued by Village Panchayat head or its equivalent authority (for rural areas) on UIDAI standard certificate format for enrolment/ update 25. Income Tax Assessment Order 26. Vehicle Registration Certificate 27. Registered Sale/ Lease/ Rent Agreement 28. Address Card having Photo issued by Department of Posts 29. Caste and Domicile Certificate having Photo issued by State Govt 30. Disability ID Card/ handicapped medical certificate issued by the respective State/ UT Governments/ Administrations 31. Gas Connection Bill (not older than 3 months) 32. Passport of Spouse 33. Passport of Parents (in case of Minor) 34. Allotment letter of accommodation issued by Central/ State Govt. (not more than 3 years old) 35. Marriage Certificate issued by the Government, containing address 36. Bhamashah card 37. Certificate from Superintendent/ Warden/ Matron/ Head of Institution of recognized shelter homes or orphanages etc. on UIDAI standard certificate format for enrolment/ update 38. Certificate of Address having photo issued by Municipal Councillor on UIDAI standard certificate format for enrolment/ update 39. Identity Card issued by recognized educational institutions 40. SSLC book having photograph 41. School Identity card 42. School Leaving Certificate (SLC/ School Transfer Certificate (TC), containing Name and Address 43. Extract of School Records containing Name, Address and Photograph issued by Head of School 44. Certificate of Identity containing Name, Address and Photo issued by Recognized Educational Institution signed by Head of Institute on UIDAI standard certificate format for enrolment/ update 45. Certificate of identity containing Name, DOB and Photograph issued by Employees' Provident Fund Organisation (EPFO) on UIDAI standard certificate format for enrolment/ update |
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- Bring original documents for Enrolment/ Update. No photocopy required.
- Original documents are scanned and given back to you.

5.1.13 ANNEXURE XIII: Language wise data for Enrolment

LANGUAGE WISE DATA FOR ENROLMENT							
Month	Sep-2019	Oct-2019	Nov-2019	Dec-2019	Jan-2020	Feb-2020	Grand Total
Assamese	7074	43798	52198	34129	57330	50326	244855
Bengali	16798	20248	28759	25247	30404	29187	150643
English	271742	624824	758215	526386	851652	927496	3960315
Gujarati	80689	124320	116152	121962	155774	123944	722841
Hindi	961604	1044622	1140829	880379	1235903	1359651	6622988
Kannada	92182	121383	131146	104898	139409	124066	713084
Konkani	4	5	20	31	12	9	81
Malayalam	7977	15307	9751	7555	10740	8211	59541
Manipuri	29						29
Marathi	134859	150022	148888	148833	176821	157108	916531
Nepali	36	81	56	52	54	36	315
Oriya	97638	93062	73827	51966	46858	18205	381556
Punjabi	22708	20928	22892	16717	20139	30518	133902
Tamil	64299	87123	104479	69421	89108	128003	542433
Telugu	94255	123533	142917	150838	120109	141793	773445
Urdu	790	1047	843	894	1839	5834	11247
Grand Total	1852684	2470303	2730972	2139308	2936152	3104387	15233806

5.1.14 ANNEXURE XIV: Language wise data for Update

LANGUAGE WISE DATA FOR UPDATE							
Month	Sep-2019	Oct-2019	Nov-2019	Dec-2019	Jan-2020	Feb-2020	Grand Total
Assamese	241	1661	1799	1003	1643	1184	7531
Bengali	63214	124984	129797	114747	156190	131875	720807
English	426554	785413	706121	625338	808477	675835	4027738
Gujarati	217295	384027	293991	300792	347397	274589	1818091
Hindi	2415570	3408261	2681784	2432646	3182976	2741031	16862268
Kannada	491514	888345	687755	803342	1015188	795661	4681805
Konkani	7	53	94	212	99	108	573
Malayalam	23427	43825	40759	32644	38243	31137	210035
Manipuri	107	15					122
Marathi	511650	738471	618588	610163	766338	600231	3845441
Nepali	474	538	504	450	519	381	2866
Oriya	211307	399718	361987	301666	253538	101917	1630133
Punjabi	158636	193016	127045	123724	165329	162495	930245
Tamil	251323	421184	393579	332727	340911	357196	2096920
Telugu	887819	1136455	913886	884253	929689	888382	5640484
Urdu	237	487	442	706	960	3229	6061
Total	5659375	8526453	6958131	6564413	8007497	6765251	42481120

5.1.15 ANNEXURE XV: Overview of QC Process

1. Quality Assurance (QA) / Quality Check (QC) process is the manual verification of the resident demographic data and photo captured at the Enrolment Station. Each Aadhaar Packet consists of a set of Demographics, Biometrics and Documents given by residents at time of enrolment/update. Each Packet goes through stringent process of automated as well as manual Quality checks, Verifications and Validations.
2. Aadhaar Data Quality Check is carried out by QC Operators on QC portals developed by UIDAI. These QC portals can be accessed from secured locations. The QC operator Logs in to the various QC portal using their User ID and Password for verifying the resident demographic information as per QC Guidelines.
3. Resident's demographic information, photo and documents collected at the time of enrolment is checked manually by QC operator to ensure the quality. The details given below are manually checked by QC Operators to ensure the data quality in AADHAAR generation.
4. **Data Quality Check Fields** The following information is displayed to QC operators for verifying and checking the quality of demographic data and photograph captured for enrolment/update packets.

Demographic Details : Full Name, Gender (Male/Female/Transgender), Age (Years/ DOB)

Address: C/o () D/o () S/o () H/o ()(Mandatory for less than 5 yrs.)
Address -House No./Building, Apartment., Street/Road/Lane, Landmark, Area/Locality/Sector, Village/Town/City, Post Office, District, Sub-District, Pin code.

Photo of resident: Background, Brightness, Contrast (only coloured photo), Full face is captured, No scanned photo, No photo of photo, No objects in photo background.

Proof Documents: Proof of Identity (POI), Proof of Address (POA), Proof of Birth (POB) and Proof of Relationship (POR).
5. These details are made available on various QC portals which can be accessed only by authorised QC Operators/personnel. There are various QC portals where the resident details are checked by the QC operators. QC Operators access QC portals based on their language proficiency to manually verify the enrolment and update data as entered by the Enrolment operator at the time of enrolment.
6. Quality Check may be broadly divided into 4 categories – Enrolment, Update, Biometric Exception Check and Demographic Duplicate Check.
7. **QC of Enrolment Packet:** Each enrolment request for Quality check consists of a set of Demographics(Name, Address, DoB, gender, Photo) and one or more of the proof Documents(Proof of Identity, Proof of Address, Proof of Relationship, Date of Birth) given by residents at time of enrolment depending on the type of enrolment.
8. **QC of Update Request:** Each update request for Quality check may consists of one or more of Demographics(Name, Address, DoB, gender, Photo), one or more of the proof Documents(Proof of Identity, Proof of Address, Proof of Relationship, Date of Birth) given by residents at time of update to be checked against the Aadhaar data of the resident.
9. **QC Of Biometric Exceptions:** Each Biometric Exception check packet consists of a set of resident photo and exception photo to be verified.
10. **Demographic De-Duplication:** Each Demographic Duplicate check packet consists of a set of demographic (Name Address, gender,DoB, Photo of resident) and a set of potential duplicates for verification.

11. Each Packet is scrutinized to ensure that no incorrect or fraudulent enrolment/update passes through the system. Quality Check of Enrolment and update may consist of a maximum 3 steps and that for BE cases and demographic Duplicate check cases may consist of a maximum of 4 steps. Enrolment and Update packets are checked in parallel by two different QC Operators. If the decision taken independently by the two QC operators match, then the packet moves out of QC. In case if the decisions taken by the two QC operators does not match, then the packet is disposed by a QC reviewer. The process is detailed below:

12. QC process involves a three level manual check of packets for Enrolment & Update :-

- a. All QC packets shall be checked independently at Level 1 and Level 2 by QC operator and decisions on packet at Level 1 and Level 2 are independent of each other. The packet shall be allocated simultaneously to Level 1 QC portal and level 2 QC portal of the same vendor. In case if the disposition of the packet at Level 1 and Level 2 is same, then packet moves out of QC. In case, if the disposition is not matching, packet moves to a third level QC portal and checked by QC reviewer. The final decision on such packets are taken by the QC reviewer at level 3. The decision of reviewer is final.
- b. **QC Operator(Level 1& Level 2):-** The QC operators verify the packet for demographic correctness and dispose the packets as either correct or incorrect. The same packet shall be checked by independent QC operators are Level 1 and Level 2.
- c. **All packets where the** decision taken by Leve1 QC operator and Level 2 QC operator matches , move out of QC system irrespective of their disposition(both level 1 & 2 operators take decision as correct or incorrect on the same packet).
- d. All packets where the decision taken by Level 1 QC operator and Level 2 QC operator is different, the packet is sent to a third level QC reviewer for final decision.
- e. **QC Reviewer:-**All packets where the decision taken by Level 1 QC operator and Level 2 QC operator does not match, the packets are reviewed again by QC Reviewer. The decision of QC Reviewer is final.

Level 1 QC Portal	Level 2 QC Portal	Level 3 QC Portal	Processing action after Level 1 and Level 2
Incorrect	Incorrect	Not Applicable	Processing on packet complete. Packet moves out of QC with disposition as "Incorrect"
Correct	Correct	Not Applicable	Processing on packet complete. Packet moves out of QC with disposition as "Correct"
Incorrect	Correct	Packets Checked at Level 3. Decision at Level 3 is final	Packets moves to next level to be checked by QC Reviewer. The decision of QC

			reviewer shall be final
Correct	Incorrect	Packets Checked at Level 3. Decision at Level 3 is final	Packets moves to next level to be checked by QC Reviewer. The decision of QC reviewer shall be final

- **The decision taken at Review portal will be the final decision and packet will move out of system as “Rejected packet” if decision taken at Review portal is Incorrect and it will move out as “Accepted Packet” if the decision taken at Review portal is Correct.**

13. QC parameters / Error Codes for Enrolment/Update

Following parameters or error codes are for demographic check along with documents. List is tentative, may increase or decrease or may be renamed.

Demographic Errors: These are the mistakes done by Enrolment Operator in the field at the time of enrolment/update.

- **Possible Gender/Photo Mismatch:** If gender mentioned in the packet is not matching with the resident photograph.
- **Possible Age/Photo Mismatch:** If age mentioned in the packet is not matching with resident photograph.
- **Poor Quality photograph/Incorrect Photo:** This error is marked when resident photo is not clear, (e.g. Blur, incomplete, dark, excess of light etc).
- **Possible Error in Name/Address:** When there is prefix/salutation/titles in the name like Mr., Miss, Doctor, etc. And symbols and random alphabets are used in place of name like @#!%, AAAAA, DFRTN etc. this error is marked.
- **Possible Error in Name:** This error is marked when the resident details are not transliterated in local language properly.
- **Incomplete Address:** This error is marked when the resident address is not complete and letter by post cannot be delivered on the given address.
- **Missing Document:** When Document is missing in the QC i.e. enrollment operator fails to upload the proof document
- **Document Name mismatch:** If there is mismatch between name of the document and actual document but document is valid-document is within approved list of UIDAI
- **Demographic Data Mismatch:** When demographic data of resident is not matching with documents submitted by him/her.
- **Poor Quality Document:** Document image is not clear /incomplete.

Process Errors: These error are considered as grave errors where possibly enrolment operator has attempted to commit a fraud. In such situation enrolment operator is blacklisted and legal action is initiated.

- **Photo Of Photo:** As per AADHAAR enrolment process resident is required at the time of enrolment hence taking a photograph of a photograph is not required in any situation. So this attempt is considered as attempt of fraud.

- **Un-parliamentary/Offensive Language:** When abusive or offensive words have been used in place resident name or/and details than this case is also considered as attempt of fraud.
- **Human Photo Missing:** When photograph of Objects, Animals, Deity is used in place of resident photograph. This error is also considered under attempt of fraud.
- **Age (0-5 years) photo mismatch in update request:** This error code is marked when there is an attempt of enrolling an adult as child by mentioning age below 5 years to avoid taking biometrics but later on updating the photo of adult.
- **Fraudulent Document:** Document of other resident, tampered document, photo do not match

14. **Demographic De-duplication:** In addition to the above process, all new enrolment packets enrolled go through the automated De-Duplication tool from where all suspected cases are pushed to manual De-Duplication on this portal. QC Operator will be able to view the Applicant Packet (New packet) against the Candidate Packet (possible matching packet/s existing in the system) where the operator validates (checking quality of applicants photo and demographic details) and matches the demographic details and photograph of the residents to decide if the packet is Duplicate or not Duplicate, and based on status of the candidate packet/s he decides if the packets needs to be rejected or sent for further processing.

15. **Biometric Exception:** The resident may be given full Biometric Exception, which means the resident is unable to given Iris or Finger prints or partial Biometric Exception, which means resident is unable to give one or more of his 12 Biometric modalities. The Biometric Exception packets undergo an additional QC where the Exception photograph is verified before going through the normal QC of demographic details. The enrolment packets where residents have been given Biometric exceptions is considered as Biometric Exception packets. The exception maybe given to any one or all of the 12 biometric modalities, namely Iris (two) , Finger Prints (10) due to physical disability or other medical conditions. In such cases, in addition to the normal photograph an Exception photograph of the resident is also captured, which should clearly show the disability of the resident in giving the biometric. The exception photo should capture the below items irrespective of the type of exception:-

- a. Palms should face the camera.
- b. Face and both the hands should be in the frame.

16. The Biometric Exception cases are first verified in a separate portal, where the Exception photo of the resident taken at the time of the enrolment is checked against the exceptions granted to him/her. If the exception granted is not clearly identifiable in the exception photo, then such packets are rejected. If the exception photo is in sync with the Biometric exception given, then in such cases, the packet will further go for demographic verification through process described in para 8 above.

17. QC parameters / Error Codes for Enrolment/Update

BE Errors: Following parameters or error codes are for biometric exception check, where a QC Operator matches the biometric missing tags with biometric exception photo. List is tentative, may increase or decrease or may be renamed.

- **No/Partial Exception Available in Exception Photo:** When exception details is/are not matching with the Resident's exception photograph.
- **Poor Quality in Exception Photo:** This error is marked when resident photo is not clear, (e.g. Blur, incomplete, dark, excess of light etc).
- **Exception Photo not as per guidelines:** When the exception photo is not captured as per the given guideline i.e. exception photo has not been taken having face and both palm open and facing the camera.
- **Both Photo of different Person:** When the resident's AADHAAR photo and residents exception photo is of different person. This error is also considered as grave error and possible attempt of fraud.
- **Object in Exception Photo:** When photograph of Objects, Animals, Deity is used in place of resident photograph. This error is also considered under attempt of fraud.
- **Photo of Photo in Exception Photo:** As per AADHAAR enrolment process resident is required at the time of enrolment hence taking a photograph of a photograph is not required in any situation. So this attempt is considered as attempt of fraud.

18. Guidelines to check the Scanned docs in QC

- i. The scanned documents must be from the list of approved documents. List of UIDAI approved Proof of Identity (POI), Date of Birth (DoB), Proof of Address (POA) and Proof of Relationship (PoR) documents is available on UIDAI portal (refer Annexure XII for the List of documents accepted for PoI, PoA, DoB and PoR).
- ii. Check that the operator has scanned documents of original documents for verification.
- iii. Only correct format of documents is used and scanned.
- iv. Verify each of the demographic field and photo of resident viz a viz proof document provided.
- v. Verify "Full Name & Photo ", "Date of Birth", "Address", & "Relationship Details" against POI, DoB, POA, PoR, respectively.
- vi. Check whether the each page of the scanned document is legible and photo on the document is clear.
- vii. Check whether demographic information given in document have meaningful & accurate data & not tampered/alterd. Should not have any junk data etc. or any 'tampered photo' or 'editing done explicitly in document' or 'data mentioned indicates some other resident'.

19. Guidelines for verifying demographic data in scanned document vis a vis QC packet

- i. Verify "Name & Photo", "Date of Birth", "Address", and "Relationship Details" against POI, DoB, POA, PoR, respectively.
- ii. Verify each of the demographic field vis a vis provided valid document. If any data mismatch, reject the request by selecting appropriate error.
- iii. The QC Operator should ensure that the name in all the available scanned documents should match. For eg: POA document matches with the name in the POI document.

20. NAME

- i. POI requires a document containing the resident's name and photograph. Verify that document has both. And Validate the mentioned name in QC packet against given POI. It is very important to verify that full resident name matches exactly given in POI. For example: in POI if K.S.K Durga is mentioned & same is mentioned in QC packet, it is correct. Also if in POI Kalluri Surya Kanaka Durga, then QC packet should also have the same full name. Else reject the request by selecting appropriate error.
- ii. If any of the POI document submitted does not contain the photograph of the resident, then it will not be accepted as a valid POI.
- iii. In case of difference in the name mentioned in QC packet and the one given in document (POI/POA /POR & DOB) is limited to sequence of first, middle and last name, the name given in packet can be passed.
- iv. In case of minor difference in the spelling of the name mentioned in QC packet and the one given in document (POI/POA /POR & DOB) , that packet can be passed. For Eg: Name in POI is Rajender while in captured data it is Rajendra, it is acceptable.

21. Date of Birth

- i. Date of birth of Resident should match as given in DoB (day, month and year in the relevant field). If any data mismatch, reject the request by selecting appropriate error.

22. Address

- ii. Verify the given address in QC packet against given POA. If any data mismatch , reject the request by selecting appropriate error.
- iii. Minor changes in Address given in QC packet and Address mentioned in POA are acceptable. The resident is allowed to add minor fields such as House No., Lane No., Street Name, correcting typographic errors, minor changes/ corrections to pin code etc. to the address listed in the POA as long as these additions/modifications do not alter the base address mentioned in the POA document. If the changes requested are substantial and change the base address that is given in POA it is not acceptable. for eg:
 - ✓ Acceptable as addition does not change the basic address: Changes allowed as landmark change does not change the basic address
 - ✓ Not acceptable as there is change in basic address: Changes not allowed as house number changes the basic address

23. Relationship Details

- i. Verify the "Care of" field against the given PoR document.
- ii. Verify that the PoR document establishes relation between the Head of Family and the family member similar to given in QC packet else mark 'Demographic data mismatch'. Check very carefully in case of Child (0 to 5 years).

(Guidelines at above paras 13-23 are liable for change during the QC operations without any financial implications to the rate per packet)

5.2 APPENDIX:

Appendix	Description
Appendix I to Appendix XV	BLANK
Appendix XVI	FORM 16 - Standard contract form
Appendix XVII	FORM 17 - Form of Performance Bank Guarantee
Appendix XVIII	FORM 18 - Bank Guarantee for EMD
Appendix XIX	FORM 19 - Pre-Bid/Pre-Contract Integrity Pact
Appendix XX	FORM 20 - Change Request Process
Appendix XXI	FORM 21 - Non Disclosure Agreement
Appendix XXII	FORM 22 - Bid Securing Declaration

5.2.1 APPENDIX XVI – FORM 16 - STANDARD CONTRACT FORM

The CEO, UIDAI acting through (Name of ADG) Assistant Director General of Unique Identification Authority of India (UIDAI) (hereinafter called the “Purchaser”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and

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

are entering this AGREEMENT on this _____ day of _____, 2020 between

WHEREAS the Purchaser had invited bids for certain Services, viz., “RFP FOR AADHAAR DATA QUALITY CHECK AGENCIES” vide their bid document number F. No. _____ dated _____.

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

AND WHEREAS the Purchaser has accepted a Bid by the Service Provider for carrying out Quality Check **with documents at the rate per packet of Rs.**_____ excluding of all related taxes. Accordingly, contract value is as under:

INR[Rate per packet for Quality check with documents (without tax) x 11.5 Cr] (calculated up to two decimals).

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement and shall be applicable in precedence viz.:
 - a. ADQCSA RFP document and corrigendum/s released by UIDAI
 - b. Notification of Award as issued by UIDAI
 - c. Proposal submitted by the Bidder
 - d. Performance Bank Guarantee Bond
3. The mutual rights and obligations of the Purchaser and the Service Provider shall be as set forth in the Contract, in particular:
 - a. the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b. the Purchaser shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

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

[Authorized Representative]

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

[Authorized Representative]

5.2.2 APPENDIX XVII – FORM 17 - FORM OF PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No.....

Date.....

To

Unique Identification Authority of India

Ministry of Electronics & Information Technology (MeitY),

UIDAI HQ, Bangla Sahib Road,
Behind Kali Mandir, Gole Market,
New Delhi – 110001

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology (MeitY), Government of India (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Vendor, resulting in a Contract, bearing No..... dated.....valued at.....for (scope of Contract) and the Vendor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).
2. We.....(Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Vendor merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Vendor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Vendor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Vendor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.

3. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Vendor. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Vendor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Vendor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
4. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor and notwithstanding any security or other guarantee the Purchaser may have in relation to the Vendor's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - a. Our liability under this guarantee is restricted to Rs. (in words & figures).
 - b. This Bank Guarantee will be valid up to; and
 - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....2020 at.....

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)

.....
(Designation with Bank Stamp)

5.2.3 APPENDIX XVIII - FORM 18 - BANK GUARANTEE FOR EMD

(To be Stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No.....

Date.....

To

Unique Identification Authority of India
Ministry of Electronics & Information Technology (DeitY),
UIDAI HQ, Bangla Sahib Road,
Behind Kali Mandir, Gole Market,
New Delhi – 110001

Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No..... M/s having its Registered/Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said Bid or..... and you, as a special favor have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid up to on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the Bank at (local address) having our Head office at guarantee and undertake to pay immediately on demand by Unique Identification Authority of India (UIDAI), the amount of(in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
 - a. Our liability under this guarantee is restricted to Rs. (in words & figures).
 - b. This Bank Guarantee will be valid up to; and
 - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....2020.....at.....

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

5.2.4 APPENDIX XIX – FORM 19 - INTEGRITY PACT

(PROFORMA OF INTEGRITY PACT)

INTEGRITY PACT

Between

Unique Identification Authority of India (UIDAI) hereinafter referred to as “The Principal”,

and

..... hereinafter referred to as “The Bidder”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----
----- . The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

In order to achieve these goals, the Principal will appoint Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988(PC Act), or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder

- (1) The Bidder commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder will not commit any offence under the relevant IPC/PC Acts; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The bidders(s) of foreign origin shall disclose the name and address of Agents/representatives in India if any. Similarly the Bidder(s) of Indian nationality shall furnish the name and address of foreign principals if any.
 - e) The Bidder will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award or during execution has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security or will execute Bid-Securing Declaration.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Bidder liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders

- (1) The Principal will enter into agreements with identical conditions as this one with all Bidders.
- (2) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders

If the Principal obtains knowledge of conduct of a Bidder or an employee or a representative or an associate of a Bidder which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor / Monitors

- (1) The Principal will appoint competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders as confidential. He reports to the Chairman, UIDAI.
- (3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the bidder. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (6) The Monitor will submit a written report to the Chairman, UIDAI within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman, UIDAI a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the successful Bidder 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman, UIDAI.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

5.2.5 APPENDIX XX – FORM 20 – CHANGE REQUEST PROCESS

This applies to and describes the procedure to be followed in the event of any proposed change to the Contract Agreement Implementation Phase, QC Operations and SLA. Such change shall include, but shall not be limited to, changes in the scope of services provided by the ADQCSA and changes to the rates, terms of payment as stated in the Terms of Payment Schedule.

UIDAI and the ADQCSA recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The ADQCSA will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the RFP, UIDAI will work with the ADQCSA to ensure that all changes are discussed and managed in a constructive manner.

1. CHANGE CONTROL NOTE ("CCN")

- a. Change requests in respect of the QC Operation and SLA will emanate from the ADQCSA or UIDAI, who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will hereto complete Part A of the CCN. CCNs will be presented to the other Party who will acknowledge receipt by signature of the CCN.
- b. The ADQCSA and UIDAI, while preparing the CCN, shall consider the change in the context whether the change is beyond the scope of Services including ancillary and concomitant services required as per scope of work of the RFP.
- c. It is hereby also clarified that the changes will be calculated on the basis of additional effort /rate per packet quoted by the ADQCSA in its bid.

2. QUOTATION

- a. The ADQCSA shall assess the CCN and complete Part B of the CCN. In completing Part B, of the CCN the ADQCSA shall provide as a minimum
 - i. a description of the change;
 - ii. a list of deliverables required for implementing the change;
 - iii. a timetable for implementation;

- iv. an estimate of any proposed change;
 - v. any relevant acceptance criteria;
 - vi. an assessment of the value of the proposed change;
 - vii. Material evidence to prove that the proposed change is not already covered within the scope of the RFP and SLA.
- b. Prior to submission of the completed CCN to UIDAI, or its nominated agencies, the ADQCSA will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the ADQCSA shall consider the material effect of the proposed change in the context of the UIDAI QC operations and SLA affected by the change and the total effect that may arise from implementation of the change.

3. COSTS

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the ADQCSA meets the obligations as set in the CCN. In the event, after a CCN is generated and accepted by both parties, the ADQCSA is unable to meet the obligations as defined in the CCN then all LD and SLA provisions of the agreement shall be applicable.

4. OBLIGATIONS

The ADQCSA shall be obliged to implement any proposed changes once approval in accordance with this schedule has been given, with effect from the date agreed for implementation plan.

5. CHANGE CONTROL NOTE FORMAT

Change Control Note		CCN Number:	
Part A: Initialisation			
Title:			
Originator:			
Sponsor:			

Date of Initiation:		
Details of Proposed Change		
Authorized by UIDAI	Date:	
Name:		
Signature:		
Received by the ADQCSA	Date:	
Name:		
Signature:		
Change Control Note		CCN Number:
Part B : Evaluation		
Brief Description of Solution:		
Impact:		
Deliverables:		
Timetable:		

Charges for Implementation:	
Other Relevant Information:	
Authorized by the ADQCSA	Date:
Name:	
Signature:	
For UIDAI	For ADQCSA
Signature	Signature
Name	Name
Title	Title
Date	Date
Change Control Note	CCN Number :
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	
Rejected	

5.2.6 APPENDIX XXI – FORM 21 - NON-DISCLOSURE AGREEMENT

(PROFORMA OF NON-DISCLOSURE AGREEMENT)

NON-DISCLOSURE AGREEMENT

(To be provided on Non-judicial stamp paper of Rs.100/-)

WHEREAS, we the undersigned Vendor, _____, having our principal place of business/ registered office at _____, are desirous of bidding for Bid No _____ covering “_____ [RFP Name]” (hereinafter called the said 'RFP') to the Deputy Director General, Unique Identification Authority of India, having its office at UIDAI HQ, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001, hereinafter referred to as 'Purchaser' and, WHEREAS, the Vendor is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE,

in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Vendor of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Vendor agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Declaration (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the bidding process and contract period and will survive the contract period in case we are selected as a successful vendor.
2. Confidential Information does not include information which:
 - a. the Vendor knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b. information in the public domain as a matter of law;
 - c. is obtained by the Vendor from a third party without any obligation of confidentiality;
 - d. the Vendor is required to disclose by order of a competent court or regulatory authority;
 - e. is released from confidentiality with the written consent of the Purchaser.

The Vendor shall have the burden of proving hereinabove are applicable to the information in the possession of the Vendor.

3. The Vendor agrees to hold in trust any Confidential Information received by the Vendor, as part of the Tendering process or otherwise, and the Vendor shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Vendor uses to protect its own confidential and proprietary information. The Vendor also agrees:

- a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c. to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Vendor of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Vendor acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Vendor's personnel to be present on premises of the Purchaser or may require the Vendor's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Vendor's personnel under such circumstances and to provide notice to the Vendor of the confidentiality of all such information.

Therefore, the Vendor shall disclose or allow access to the Confidential Information only to those personnel of the Vendor who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Vendor will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Vendor's confidentiality obligation. Further, the Vendor shall procure that all personnel of the Vendor are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Vendor shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.

7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Vendor shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Vendor or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Vendor shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

8. In the event that the Vendor hereto becomes legally compelled to disclose any Confidential Information, the Vendor shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Vendor shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Vendor applies to its own similar Confidential Information but in no event less than reasonable care.

9. The Vendor agrees to indemnify the Purchaser against any and all losses, damages, claims, or expenses incurred or suffered by the Purchaser as a result of the Vendor's breach of this Agreement.

10. The Vendor understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Purchaser irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the Purchaser shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Purchaser shall deem appropriate. Such right of the Purchaser shall be in addition to Remedies otherwise available to the Purchaser at law or in equity.

11. Notwithstanding any other provisions of this Agreement, the obligations of confidentiality of the information shall survive the termination or expiration of this Agreement.

For and on behalf of:

(VENDOR)

Authorised Signatory Office Seal:

Name:

Place:

Designation:

Date :

5.2.7 APPENDIX XXII – FORM 22- BID SECURING DECLARATION FORM

Date:

Bid No.:

To

**The Deputy Director General (E&U),
Unique Identification Authority of India (UIDAI),
UIDAI HQ, Bangla Sahib Road,
Gole Market, New Delhi - 110001**

We, the undersigned, declare that:

We , M/s.....(herein referred as vendor) understand that, according to bid clause 2.1.15.1, bids may be supported with a Bid Securing Declaration, therefore rather than submitting the Bid Security /Earnest Money Deposit Form as attached at clause 5.2.3 (FORM 18 Appendix XVIII) of the RFP, Vendor render the declaration that:-

Vendor will automatically be suspended from being eligible for bidding in any contract with the Unique Identification Authority of India (herein referred as Purchaser) for the period of *3 years*, starting on bid submission closing date, if Vendor are in breach of any of the following obligation(s) under the bid conditions:-

- (a) If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- (b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
- (c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

Bidder understands that this declaration shall expire if bidder is not the successful and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid; whichever is earlier.

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____