



**REQUEST FOR EMPANELMENT
OF AGENCIES FOR AUDIT & INSPECTION
OF AADHAAR ENROLMENT CENTRES**

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**UNIQUE IDENTIFICATION AUTHORITY OF INDIA,
Ministry of Electronics & Information Technology (MeitY)
New Delhi**

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Disclaimer

1. The information contained in this Request for Empanelment document (RFE) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the Purchaser or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFE.
2. This RFE is not an Agreement and is neither the offer of empanelment by the Purchaser to the Bidders or any other person. The purpose of this RFE is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
3. While reasonable care has been taken in providing information in this RFE, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFE. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFE, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the Purchaser and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFE.
4. The information contained in this RFE is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the Purchaser. In case any major revisions to this RFE are made by the Purchaser within seven days preceding the last date of submission of the Proposals, the Purchaser may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFE. Neither the Purchaser nor any of its officers, employees nor any advisors undertake to provide any Bidder with access to any additional information or to update the information in this RFE.

CHECKLIST

As a part of Online submission of the bid please check whether following have been enclosed in the respective packets, namely, Packet - 1 (**Fee, EMD, Pre-Qualification Bid, Technical Bid**), and Packet -2 (**Commercial Bid**):

1. Check List of documents/supporting documents to be enclosed in the Tender Fee, EMD (Packet-1, Part-1)

(please refer to Section II – Instruction to Bidders)

S. no	Description	Whether Enclosed (Y/N)
1	Signed and scanned copy of Bid Document Fee Demand Draft . (original submitted separately) as per Clause 4 of Section I	
2	Signed and scanned copy of Bid Security (original submitted separately) of the prescribed amount as per Clause 3 of Section I and validity pursuant to Clause 5 of Section II	

2. Check List of Annexure/Standard Forms to be enclosed in the Pre-Qualification Bid (Packet-1, Part-2).

S. No.	Description	Whether Enclosed (Y/N)
Pre-qual form 1	Pre-Qualification Proposal Submission Form	
Pre-qual form 2	Bidder's Organization Detail	

3. Check List of Annexure/Standard Forms to be enclosed in the Technical Bid (Packet-1, Part-3)

S. No.	Description	Whether Enclosed (Y/N)
FORM TECH-1	Technical Proposal Submission Form	
FORM TECH-2	Bidder's Organization Detail	

4. Check List of Annexure/Standard Forms to be enclosed in the Financial Bid (Packet-2, Part I & II)

S. No.	Description	Whether Enclosed (Y/N)
FORM FIN-1	Financial Proposal Submission Form	

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FORM FIN-2	Per Unit Cost of Audit & Inspection	
Price BOQ	Price Bid: Schedule of price bid in the form of BOQ_Audit.xls (This can be downloaded during online submission and can be submitted online itself).	

Important Note:

- a) The Annexure, other supporting documents and the above list in 1, 2, 3 and 4 shall be placed in the respective Packets and Parts.
- b) Checklist should be part of Pre-Qualification mentioning Enclosed(Y/N).

SECTION I – Invitation to Bid

1. Preamble

This invitation to online bid is for “RFE of Agencies for Audit & Inspection of Aadhaar Enrolment Centres” for Unique Identification Authority of India.

Three bidders will be empanelled for providing services for the indicative list of job defined in the scope of work in Section III. The empanelment will be initially for a period of 1 year (One year) from date of signing on contract which can be extended for a period of two more years on yearly basis.

UIDAI reserves the right to disqualify those bids where the quoted rates are extremely low and are seriously deviating from prevalent market trend.

- 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. Bid offers prepared in accordance with the procedures enumerated in the **RFE** 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 address given in the **Schedule for Invitation to Bid under Clause 2** Tenderer/Contractor are advised to follow the instructions provided in the ‘Instructions to the Contractors/Tenderer 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 at least **100 dpi with black and white option**. However bidder must ensure that the scanned documents are legible.
- b) Manual bids shall not be accepted.
- c) Not more than one tender 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 tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
- d) Tenderer who has downloaded the tender from the UIDAI website www.uidai.gov.in and 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 tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI.

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- e) Intending bidders are advised to visit again UIDAI website www.uidai.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- f) The Hard Copy of original instruments in respect of cost of tender document, earnest money, original copy of affidavits, etc certificate must be delivered to the address as mentioned in the section 1.2 on or before bid opening date/time as mentioned in critical date sheet. Purchaser may reject the bid for non-submission of original payment instrument like DD, etc., against the submitted bid. The Demand Draft attached/submitted for tender fee shall be non refundable.
- g) Bids will be opened as per date/time as mentioned in section 1.2. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening date will be intimated later.
- h) All Bids must be accompanied by an **EMD (Earnest Money Deposit) / Bid Security**.
- i) The Pre-Qualification criteria for the bidders should be fulfilled for consideration of the bid.
- j) The Bid Document is confidential and not transferable.

Name of the Purchaser	UIDAI acting through the Chief Executive Officer, Unique Identification Authority of India, Ministry of Electronics & Information Technology, Govt. of India (GoI), 3 rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.
Method of selection	Pre-Qualification of eligible Bidders followed by Technical evaluation
Name of the assignment	Empanelment of Agencies for Audit & Inspection of Aadhaar Enrolment Centers
2. Schedule for Invitation to Bid	<p>a) Name of the Purchaser: UIDAI acting through the Chief Executive Officer, Unique Identification Authority of India, Ministry of Electronics & Information Technology, 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.</p> <p>b) Addressee and Address: The Deputy Director General (E&U) Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.</p>

	<p>c) Name of the Contact Person for any clarification:</p> <p>Shri Arun Singh Rawat, Deputy Director (E & U) Unique Identification Authority of India (UIDAI), Ministry of Electronics & Information Technology, 2nd Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001.</p> <p>Queries should be submitted via E-mail or in hardcopy.</p> <p>E-mail – arun.rawat@uidai.gov.in</p> <p>d) Important Dates</p> <table border="1" data-bbox="557 699 1446 1304"> <tr> <td>Published Date</td> <td>25th Sep, 2017 at 1800 hrs</td> </tr> <tr> <td>Pre-Bid Meeting</td> <td>5th Oct, 2017 at 1500 hrs</td> </tr> <tr> <td>Submission of Clarification, if any</td> <td>6th Oct, 2017 on or before 1600 hrs</td> </tr> <tr> <td>Clarification / corrigendum to be uploaded on the CPPP Portal</td> <td>12th Oct, 2017 on or before 1800 hrs</td> </tr> <tr> <td>Bid Submission Start Date</td> <td>16th Oct, 2017 at 1000 hrs</td> </tr> <tr> <td>Bid Submission End Date</td> <td>31st Oct, 2017 at 1100 hrs</td> </tr> <tr> <td>Bid Opening Date</td> <td>1st Nov, 2017 at 1600 hrs</td> </tr> <tr> <td>Financial Bid Opening Date</td> <td>Will be communicated later.</td> </tr> </table> <p>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 RFE and the information provided in the table and subsequent sections of this RFE are to be read in conjunction and are to be interpreted harmoniously.</p>	Published Date	25 th Sep, 2017 at 1800 hrs	Pre-Bid Meeting	5 th Oct, 2017 at 1500 hrs	Submission of Clarification, if any	6 th Oct, 2017 on or before 1600 hrs	Clarification / corrigendum to be uploaded on the CPPP Portal	12 th Oct, 2017 on or before 1800 hrs	Bid Submission Start Date	16 th Oct, 2017 at 1000 hrs	Bid Submission End Date	31 st Oct, 2017 at 1100 hrs	Bid Opening Date	1 st Nov, 2017 at 1600 hrs	Financial Bid Opening Date	Will be communicated later.
Published Date	25 th Sep, 2017 at 1800 hrs																
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Bid Submission End Date	31 st Oct, 2017 at 1100 hrs																
Bid Opening Date	1 st Nov, 2017 at 1600 hrs																
Financial Bid Opening Date	Will be communicated later.																
<p>3. EMD/Bid Security Cost</p>	<p>a) All Bids must be accompanied by an EMD (Earnest Money Deposit) / Bid Security of amount of Rs. 10,00,000 (INR Ten Lakhs Only), in the form of Bank Guarantee as mentioned in Appendix C of Section VI.</p> <p>b) Micro and small Enterprises , as defined in MSE Procurement Policy issued by Department of MSME or are registered with Central Purchase Organization or the concerned Ministry/Department . Such organizations are exempted from</p>																

	submitting the EMD subject to validity of their registration on the date of opening of tender
<p>4. Bid Document Fee</p>	<p>a) The Bidder is required to pay Rs. 1000 towards Bid Document Fee, on or before bid opening date/time, in the form of a Bank Demand Draft failing which the Bids submitted by the Bidder shall not be entertained and shall be summarily rejected. The Bank Demand Draft should be drawn on a Scheduled Bank in favor of “Unique Identification Authority of India” and payable at New Delhi. The Bid Document Fee is non-refundable. The Bid Document is not transferable.</p> <p>b) The Bidder shall bear all costs associated with the preparation and submission of its bids, including cost of presentation for the purposes of clarification of the bids, if so desired by the UIDAI. The UIDAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.</p> <p>c) Micro and small Enterprises , as defined in MSE Procurement Policy issued by Department of MSME or are registered with Central Purchase Organization or the concerned Ministry/Department . Such organizations are exempted from submitting the Bid document fee subject to validity of their registration on the date of opening of tender.</p>
<p>5. Procedure for Submission of Online Bids on CPP Portal</p>	<p>The bidders are required to submit soft copies of their bids 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, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app.</p> <p>i) Registration</p> <ol style="list-style-type: none"> 1. 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 “Online bidder Enrollment” on the CPP Portal which is free of charge. 2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts. 3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would

	<p>be used for any communication from the CPP Portal.</p> <ol style="list-style-type: none">4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token. <p>ii) Searching for tender documents</p> <ol style="list-style-type: none">1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk. <p>iii) Preparation of bids</p> <ol style="list-style-type: none">1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these
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	<p>may lead to rejection of the bid.</p> <ol style="list-style-type: none">3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document but should be legible.4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process. <p>iv) Submission of bids</p> <ol style="list-style-type: none">1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.3. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.4. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official and received by UIDAI latest by the last date of bid submission or as specified in the tender documents. The details of the DD, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the
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	<p>white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.</p> <ol style="list-style-type: none">6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.8. Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.9. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings. <p>v) Assistance to bidders</p> <ol style="list-style-type: none">1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get help at +91-
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7878007972, +91-7878007973.

SECTION II – Instructions to Bid

<p>Introduction</p>	<p>The Unique Identification Authority of India (UIDAI) is mandated to issue unique numbers (Aadhaar numbers) to every resident in the country. The UIDAI has been issuing Aadhaar numbers in partnership with large number of Registrars across the country. The process of enrolments has gained momentum since the launch of project on 29th September, 2010 and more than 117 crore Aadhaar have been issued till date.</p> <p>Aadhaar number is a 12-digit nationally valid unique life time identifier for Indian residents and many services are expected to ride on Aadhaar in future. Aadhaar platform is expected to become the country's central identity management system. The initiative to issue an Aadhaar number to every resident in India has, at its heart, an ambitious objective: to make identity easily authenticable and verifiable for residents across the country and to make service delivery more effective and efficient. The Aadhaar number is expected to become a convenient, real-time means for individuals to verify their identity anywhere in India. Any agency wishing to authenticate the identity of any resident would be able to contact the UIDAI's Aadhaar database, the Central Identification Data Repository (CIDR), to verify that the 'residents are who they claim they are'.</p> <p>The Process of making Aadhaar is done by engaging enrolment agencies by Registrars. Enrolment Agencies set up enrolment centres by hiring operators/ Supervisors and by procuring UIDAI recommended hardware. Operators & Supervisors of the enrolment agency needs to be certified by UIDAI appointed certification agency. UIDAI provides Aadhaar client software for capturing demographic & biometric detail of residents. UIDAI also provides SFTP client software for uploading of these enrolment packets to UIDAI central Server, CIDR.</p>
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	<p>At present there are approx. 50,000 enrolment centers running at village/town/City level in different parts of country. Number of enrolment center may increase or decrease in future depending on requirement.</p> <p>The UIDAI proposes to invite proposals from eligible entities for engagement of three Agencies for Audit & Inspection of Enrolment Centers Set up by Enrolment Agencies & Registrars. The scope of work is further elaborated under Section III - Scope of Work in this document.</p>
<p>1. Online Bids Submission Process</p>	<ol style="list-style-type: none"> 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: Fee, Pre-Qualification, Technical bid and Cover -2 : Financial bid), and bidder must follow the procedure as detailed in the Clause 5 of Section I. 2. The bid shall be submitted online, the Signed and Scanned copy of all the required documents in – <ol style="list-style-type: none"> A. Packet -1, Part-1 having, viz., <ul style="list-style-type: none"> • Tender Fee + EMD B. Packet -1, Part-2 having, viz., Checklist with Y/N as mentioned in CHECK LIST with Supporting Documents for Prequalification plus PRE-QUAL Form 1 and PRE-QUAL Form 2 as mentioned in Section V C. Packet-1, Part-3 having, viz., <ul style="list-style-type: none"> • Technical Bid Submission (All the required supporting as well as Forms as mentioned in CHECK LIST section) D. Packet-2 having viz., <ul style="list-style-type: none"> • Financial Bid Submission (All the required supporting as well as Forms as mentioned in CHECK LIST section) • Schedule of price bid in the form of BOQ_Audit.xls 3. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All the files mentioned below 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. 5. Original Instruments for EMD (as per Bank Guarantee Format in Appendix C) and Demand Draft for Tender Fee must be submitted

	on or before the last date of submission of Bids to the address, date and time as mentioned in the Clause 2 of Section I.
2. Bid Prices	<ol style="list-style-type: none"> 1. The Financial Proposal/Commercial bid format as mentioned in Financial Proposal of Section V is also provided as BOQ_Audit.xls along with this tender document at https://eprocure.gov.in/eprocure/app. Bidders are advised to download this BOQ_Audit.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, bid will be rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI. 2. In the absence of the above information, as requested in Clause 2.1 Section II, a bid may be considered incomplete and summarily rejected.`` 3. The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the detailed study of the facilities 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.
3. Firm Prices	<ol style="list-style-type: none"> 1. Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever throughout the currency of contract. The Bidder shall, therefore, indicate the prices in Financial Proposal of Section V 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 without any qualifications whatsoever and should separately mention all taxes, duties, fees, levies, works contract tax and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in Financial Proposal of Section V. Prices quoted in the Financial Proposal of Section V and BOQ_Audit.xls should be same and in case of any deviation in BOQ_Audit.xls will be considered and UIDAI, at its discretion, may ask for clarification with respect to taxes, duties, fees, levies, works contract tax and other charges.
4. Discount	<ol style="list-style-type: none"> 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

	<p>an offer, without considering discount, is found to be the lowest, the UIDAI shall avail such discount at the time of award of contract.</p>
<p>5. Bid Security</p>	<ol style="list-style-type: none"> 1. The Bidder shall furnish, as part of its bid, a bid security of the amount mentioned in Clause 3 of Section I. 2. The bid security is required to protect the UIDAI against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to Clause 5.7. 3. The bid security shall be denominated in Indian Rupees, and shall be in the form of a Bank Guarantee issued by a Scheduled Bank, in the proforma provided at Appendix C of Section VI in the Bid Document and shall be valid for 45 days beyond the validity of the Bid. 4. Any bid not secured in accordance with Clauses 5.1 and 5.3 will be rejected by the UIDAI as non-responsive. 5. Unsuccessful Bidder's bid security will be discharged/ returned as promptly as possible but not later than 30 days after award of contract to the selected bidder. 6. The successful Bidder's bid security will be discharged upon the Bidder executing the Contract, pursuant to Clause 15 and furnishing the performance security, pursuant to Clause 16. 7. The bid security may be forfeited, if: <ol style="list-style-type: none"> a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid; or b. In the case of a successful Bidder, if the Bidder fails; <ol style="list-style-type: none"> i. to sign the Contract in accordance with Clause 15; ii. to furnish performance security in accordance with Clause 16.
<p>6. Period of Validity of Bids</p>	<ol style="list-style-type: none"> 1. Bids shall remain valid for 180 days after the last date of submission of 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 security provided under Clause 5 shall also be suitably extended. However, A Bidder will not be permitted to modify its bid.

7. Format and Signing of Bid	<ol style="list-style-type: none"> 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.
8. Address for Correspondence	<ol style="list-style-type: none"> 1. The Bidder shall designate the official mailing address, place, and email to which all correspondence shall be sent by the UIDAI.
9. Opening of Bids by UIDAI	<ol style="list-style-type: none"> 1. Online bids (complete in all respect) received along with BG (as per Appendix C) of EMD (Physically) and Demand Draft of Tender Document Fee (Physically) will be opened as mentioned in the Clause 2 of Section I. Bid received without EMD will be rejected straight way. EMD and Tender Fee original instrument must be submitted to the address as mentioned in the Clause 2 (c) of Section I on or before the last date of submission of Bids as per Clause 2 (d) of Section I. 2. A duly constituted committee will evaluate bidders w.r.t. Eligibility Criteria. 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.
10. Criteria for Evaluation of Bids	<p>The evaluation will be done in 3 phases by the Evaluation Committee (EC) setup by UIDAI. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders.</p>

Phase I: Evaluation of Pre-Qualification Bids

The Evaluation Committee (EC) shall first evaluate the Pre-Qualification Proposal as per the Pre-Qualification Criteria mentioned below. The Pre-Qualification proposal shall be evaluated based on the information provided in the Standard Forms (Section V) and the supporting documents.

#	Parameter	Pre-qualification criteria Description	Evidence required
1.	Legal Entity/Registration of Company	<p>Bidder should be</p> <ul style="list-style-type: none"> ▪ A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto. 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. ▪ Registered with the Service Tax Authorities ▪ Shall have been in operation in India for at least the last five years from the last date of Bid submission 	<p>a) Copy of Certificate of Incorporation</p> <p>b) Copy of Registration Certificates</p>

	2. Experience	Company Shall have turnover of Rs. 25 Crore (Rupees Twenty Five Crore Only) from the Audit/ Inspection/ Verification/ Screening/ Background checks/ Due Diligence work in India , during the each of the previous three (3) financial years (2014-2015, 2015-2016 and 2016-2017)	a) Certified copies of audited financial statements for three financial years (2014-2015, 2015-2016 and 2016-2017) b) In Case separate information of turnover related to Audit/ Inspection/ Verification/ Screening/ Background checks/ Due Diligence is not available in the financial statement, Certificate from statutory Auditor or Company Secretary
	3. Certifications	Company shall be ISO: 9001 & ISO:27001:2013 certified	Copy of Certificate
	4. Geographical Presence	Company Shall have operational offices in least 2 metro cities in India	Certificate from the company Secretary

	5.	Man power availability	Company shall have at least 200 full time employees in its payroll with atleast 10 full time employees doing field verification work for the past one year from last date of Bid submission.	Certificate from the company Secretary									
	6.	Blacklisting	Company shall not have been debarred or blacklisted from carrying out business with the UIDAI or the Ministry of Electronics & IT or the entire Central Government at the time of the submission of the proposals.	Certificate from the Company Secretary or Statutory Auditors of the bidder entity									
<p>Phase II: Evaluation of Technical Bids</p>	<p>The Technical proposals of only those bidders will be evaluated, who qualify in the evaluation of the pre-qualification proposals. The EC shall evaluate the Technical Proposals on the basis of their responsiveness to the Statement of Work and by applying the evaluation criteria, sub-criteria specified below. Only pre-qualified responsive proposals shall be further taken up for technical evaluation. Evaluation of the technical proposal will be done and at this stage the financial bid (proposal) will remain unopened. Bidders, if asked for, shall make presentation to Evaluation Committee. The qualification of the Bidder and the evaluation criteria for the technical proposal shall be as defined below. Each responsive proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFE or if it fails to achieve the minimum technical score mentioned below.</p> <p>Criteria, sub-criteria, and point system for the Detailed Evaluation of Technical Proposals are:</p> <table border="1" data-bbox="495 1703 1433 1839"> <thead> <tr> <th data-bbox="495 1703 570 1839">SI No</th> <th data-bbox="570 1703 1122 1839">Evaluation Criteria</th> <th data-bbox="1122 1703 1263 1839">Maximum Score (in Points)</th> <th data-bbox="1263 1703 1433 1839">Evidence Required</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					SI No	Evaluation Criteria	Maximum Score (in Points)	Evidence Required				
SI No	Evaluation Criteria	Maximum Score (in Points)	Evidence Required										

	1	Average Turnover from Audit/ Inspection/ Verification/ Screening/ Background checks/ Due Diligence work in India, in last 3 years (2014-15, 2015-16, 2016-17) 25- 35 Cr : 10 marks 35 – 45 Cr : 15 marks 45 Cr or more : 20 marks	20	Certificate from the Company Secretary or Statutory Auditors of the bidder entity
	2	Number of Employees on Company's payroll doing field verification work for the past one year from last date of Bid submission 10 to 50: 5 marks 51 to 100: 10 marks 101 to 150: 15 marks 151 and above: 20 marks	20	Certificate from the Company Secretary
	3	No. of cities having operational offices in India 3 to 5 : 5 marks 6 to 10: 10 marks 11 to 15: 15 marks 16 to 20: 20 marks	20	Certificate from the Company Secretary
	4	Presentation by Bidder – Presentation should focus and cover a. Approach/ methodology for performing the assigned task. b. Data handling and methodology being adopted by the Bidder c. Case studies	40	Copy of Presentation/ Case Studies
		Total	100	
<p>St = Total points obtained for the above criteria</p> <p>The minimum technical score St required to pass is 70 Points.</p> <p>Bidder may be asked to present the technical proposal during the evaluation. Slots will be communicated to all the respective bidders for presentation for technical proposal. Presentation duration will be of 30 mins.</p> <p>Proof of successful completion may include confirmation of last due payment from the client, document establishing Return of Performance Bank Guarantee submitted under the contract, Client web site clearly confirming completion of project or any other document clearly establishing successful completion of the project.</p>				
Phase III: Evaluation of	1. Financial proposals of only those companies who are technically			

Commercial Bids	<p>qualified shall be opened publicly on the date and time communicated by the UIDAI. The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail.</p> <p>2. Financial evaluation exclusion criterion</p> <ol style="list-style-type: none"> a. Conditional bids shall NOT be accepted and shall be rejected. b. The bids, found lacking in strict compliance to the commercial bid format shall be rejected. <p>3. Evaluation of commercial bid will be done on following manner.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">No.</th> <th style="text-align: center;">All activities related to below mentioned service/ item</th> <th style="text-align: center;">Unit Cost (in Rs.) (exclusive of all taxes)</th> <th style="text-align: center;">Total Weightage</th> <th style="text-align: center;">Evaluation Criteria</th> </tr> <tr> <th></th> <th style="text-align: center;">(i)</th> <th style="text-align: center;">(ii)</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">Audit & Inspection per Enrolment Centre</td> <td style="text-align: center;">$C1=(\text{Unit cost})$</td> <td style="text-align: center;">90%</td> <td style="text-align: center;">$P1=C1*90\%$</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">Priority Audit & Inspection per Enrolment Centre</td> <td style="text-align: center;">$C2=(\text{Unit cost})$</td> <td style="text-align: center;">10%</td> <td style="text-align: center;">$P2=C2*10\%$</td> </tr> <tr> <td></td> <td style="text-align: center;">Total</td> <td></td> <td></td> <td style="text-align: center;">$C3= P1+P2$</td> </tr> </tbody> </table> <p>4. The bidder with lowest weighted bid (C₃) will be considered as L₁ bid.</p> <p>5. Subject to more than three (3) qualified bidder, bidder/s with highest bid value (C₃) shall be rejected.</p> <p>6. The bidders will be arranged in increasing order of quoted weighted bid L₁,L₂,L₃.....and so on.</p> <p>7. The lowest weighted bid L₁, received from a qualified bidder will be treated as the “Discovered Rate”.</p>	No.	All activities related to below mentioned service/ item	Unit Cost (in Rs.) (exclusive of all taxes)	Total Weightage	Evaluation Criteria		(i)	(ii)			1	Audit & Inspection per Enrolment Centre	$C1=(\text{Unit cost})$	90%	$P1=C1*90\%$	2	Priority Audit & Inspection per Enrolment Centre	$C2=(\text{Unit cost})$	10%	$P2=C2*10\%$		Total			$C3= P1+P2$
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	Total			$C3= P1+P2$																						

	<ol style="list-style-type: none"> 8. Once the L1 bidder is identified, the bidders at L2 & L3 will be given first rights to match the Discovered Rate. 9. If any or both bidders at L2 & L3 are unable to match the Discovered Rate, the option shall be passed to L4 and so on till two more successful bidder emerges, offering the service at the Discovered Rate. 10. In case none of bidder from L2, L3, L4...& so on ready to match the Discovered Rate quoted by bidder L1, whole work shall be allocated to Bidder L1. 11. In case UIDAI finds only two bidders ready to provide mentioned services at Discovered Rate, work shall be equally distributed between the two.
11. UIDAI's Right to Vary Scope of Contract at the time of Award	<ol style="list-style-type: none"> 1. The UIDAI may at any time during the period of empanelment contract, by a written order given to the Bidder, make changes within the general scope of the Contract.
12. UIDAI's Right to Accept Any Bid and to Reject Any or All Bids	<ol style="list-style-type: none"> 1. The UIDAI reserves the right to accept any bid and to annul the Bid process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the UIDAI's action.
13. Clarification	<ol style="list-style-type: none"> 1. When deemed necessary, the UIDAI may seek clarification on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid submitted or price quoted.
14. Notification of Empanelment	<ol style="list-style-type: none"> 1. Prior to the expiration of the period of bid validity, the UIDAI will notify the successful Bidder in writing by registered letter or email, to be confirmed in writing by registered letter, that its bid has been accepted. 2. The notification of Empanelment will constitute the formation of the Contract. 3. UIDAI upon signing the contract with successful bidder, pursuant to Clause 15, UIDAI will promptly notify each unsuccessful Bidder and will discharge their bid security, pursuant to Clause 5.
15. Signing of Contract	<ol style="list-style-type: none"> 1. UIDAI will have a panel of upto three bidders for availing the services during the period of empanelment, which will be initially for one year. Depending on the project requirements, UIDAI may

	<p>extend the period of empanelment for two more years on yearly basis through mutual consent.</p> <ol style="list-style-type: none"> 2. At the same time as the UIDAI notifies the successful Bidder, through letter of empanelment, that its bid has been accepted, the UIDAI will send the Bidder the Empanelment Contract Form (Appendix A of Section VI provided in the Bid Document, incorporating all agreements between the parties). 3. Within 15 days of receipt of the Empanelment Contract Form, the successful Bidder shall sign and date the Contract and return it to the UIDAI.
<p>16. Empanelment Security deposit</p>	<ol style="list-style-type: none"> 1. Within 14 days of the receipt of letter of empanelment from the UIDAI, but before the signing of the contract, the successful Bidder shall furnish the Empanelment security deposit in accordance with the clause 1.10 Performance Security and Empanelment Security Deposit of Conditions of Contract as per prescribed format at Appendix B of Section VI. 2. Failure of the successful Bidder to comply with the requirement of Clause 16 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the UIDAI may award the Contract to the next lowest evaluated Bidder or call for new bids.
<p>17. Language of Bids</p>	<ol style="list-style-type: none"> 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 govern.

<p>18. Bidder Authorized signatory</p>	<p>1. The individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:</p> <p>a) Constituted attorney of the company. OR b) duly Authorized Representative of the company,</p> <p>in which case he/she shall submit a certificate of authority as Power of Attorney or Board Resolution in behalf of the company.</p> <p>The Bidder shall sign its Bids with the exact name of the Company to whom the contract is to be issued. Each bid shall be signed by a duly authorized officer executed under seal.</p> <p>The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.</p> <p>The power of attorney or Board resolution of the firm as proof of the ability of the signatory to bind the Bidder shall be annexed to the bid. UIDAI may out rightly reject any bid not supported by adequate proof of the signatory's authority</p>
<p>19. Contacting the UIDAI</p>	<p>1. No Bidder shall contact the UIDAI on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded.</p> <p>2. Any effort by a Bidder to influence the UIDAI's Bid evaluation, Bid comparison or Contract award decisions may result in the rejection of the Bidder's Bid.</p>
<p>20. Revelation of Prices</p>	<p>1. Prices in any form or by any reason before opening the Commercial Bid should not be revealed, failing which the offer shall be liable to be rejected.</p>
<p>21. Local Conditions</p>	<p>1. It will be imperative on each Bidder to fully acquaint himself with the local conditions and factors, which would have any effect on the performance of the contract and / or the cost.</p> <p>2. It will be imperative for each Bidder to fully inform themselves of all legal conditions and factors which may have any effect on the execution of the contract as described in the bidding documents. The UIDAI shall not entertain any request for clarification from the Bidder regarding such local condition.</p> <p>3. It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim what so ever including those for financial adjustment to the empanelment contract awarded under the bidding documents will be entertained by the UIDAI and that neither any</p>

	<p>change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the UIDAI on account of failure of the Bidder to appraise themselves of local laws /condition.</p>
<p>22. Amendment to the Bid Document</p>	<ol style="list-style-type: none"> 1. At any time prior to the last time and date for receipt of bids, 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's and 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.
<p>23. Post Qualification</p>	<ol style="list-style-type: none"> 1. The UIDAI will determine to its satisfaction whether the Bidder selected as having submitted the best responsive bid is qualified to satisfactorily perform the Contract. 2. This determination will take into account the Bidder's financial, technical, implementation and post-implementation capabilities. It will be based upon an examination of the documentary evidence submitted by the Bidder as per document sought in the bid document as well as such other information as the UIDAI deems necessary and appropriate. 3. An affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which even the UIDAI will proceed to the next best evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
<p>24. Unfair Advantage</p>	<ol style="list-style-type: none"> 1. If a Bidder could derive a competitive advantage from having provided services related to the assignment in question to UIDAI in Past, the Purchaser shall make available to all other Bidders together with this RFE relevant and non confidential information that would in that respect give such Bidder any competitive advantage over competing Bidders.
<p>25. Fraud and Corruption</p>	<ol style="list-style-type: none"> 1. It is required that Bidders participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. The Purchaser: <ol style="list-style-type: none"> a) defines, for the purpose of this paragraph, the terms set forth below as follows: <ol style="list-style-type: none"> (i) "corrupt practice" means the offering, giving, receiving, or

	<p>soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the Evaluation Committee, in the selection process or in contract execution;</p> <p>(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;</p> <p>(iii) “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, noncompetitive levels;</p> <p>(iv) “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;</p> <p>b) will reject a proposal for award, if it determines that the Bidder recommended for empanelment has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;</p> <p>c) The Bidders shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.</p>																		
<p>26. Only one Proposal</p>	<p>A Bidder may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.</p>																		
<p>27. Clarification of Bid Document</p>	<p>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 Clause 2 of Section I. The queries must be submitted in Microsoft Excel / word format as follows:</p> <table border="1" data-bbox="496 1457 1367 1717"> <tr> <td colspan="6">Name of Bidder:</td> </tr> <tr> <th>Sr. No</th> <th>Section No.</th> <th>Clause No.</th> <th>Page number in Section</th> <th>Existing Provision in the Clause</th> <th>Clarification Sought</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <p>2. The UIDAI will respond, to request for clarifications of the Bid Document, received not later than the date prescribed by the UIDAI in Critical Dates.</p>	Name of Bidder:						Sr. No	Section No.	Clause No.	Page number in Section	Existing Provision in the Clause	Clarification Sought						
Name of Bidder:																			
Sr. No	Section No.	Clause No.	Page number in Section	Existing Provision in the Clause	Clarification Sought														

28. Confidentiality	Information relating to evaluation of Proposals, recommendations concerning empanelment shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the letter of empanelment. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.
28.1 Confidentiality of Document	This Bid Document submitted by respective bidder is confidential and the Bidder is required to furnish an undertaking that anything contained in this Bid Document shall not be disclosed in any manner by submitting NDA as per Appendix D of Section VI. Except with the written consent of the purchaser, the bidder shall not make use of any information supplied by the purchaser for purposes of the bidder or any specifications or other details mentioned in above clause otherwise than for the purpose of manufacturing the articles and the bidder shall not use any such information to make any similar article or part thereof for any other purpose. Bidder has to submit a non-disclosure agreement as per Appendix D of Section VI.
29. Proposal Format and Content	
29.1 Pre- qualification Proposal and Technical Proposal	<p>Bidders are required to submit the Pre-Qualification proposal and the Full Technical Proposal (FTP). The format of the Pre-Qualification Proposal and Technical Proposal to be submitted as mentioned in Checklist and Section V. Submission of the wrong type of Pre-Qualification and Technical Proposal will result in the Proposal being deemed non-responsive. The Pre-Qualification Proposal shall provide the information as required under Clause 10 of Section II for the evaluation using the attached Standard Forms (Section V) and shall provide all documentary evidence for the same.</p> <p>The Technical Proposal shall provide the information indicated in the following paras from (a) to (d) using the attached Standard Forms (Section V).</p>
29.2 Financial Proposal	The Financial Proposal shall be prepared using the attached Standard Forms (Section V) and the Price BOQ as required and mentioned in the Checklist.

SECTION III – SCOPE OF WORK, SLA & AWARD OF WORK

<p>Scope of Work</p>	<ol style="list-style-type: none"> 1. All Empaneled agencies <ol style="list-style-type: none"> a. Shall cumulatively Audit & Inspect about 10,000 enrolment centers in the first year of empanelment. b. Shall personally visit enrolment centers for audit & inspect purpose. c. Shall nominate atleast 2 auditors per enrolment center out of which 1 auditor shall be on the payroll of empaneled agency. 2. Enrolment centers to be audited by empaneled agency will be selected on sample basis by UIDAI and list will be shared with empaneled agencies. 3. Empaneled agencies to audit & inspect enrolment centers as per indicative parameters of Audit & Inspection report given in Annexure 1 – Indicative Audit & Inspection Schedule. 4. List of centres to be audited & inspected in a month will be shared by UIDAI on regular intervals preferably on monthly basis. Audits & Inspections have to be completed and complete Audit & Inspection Reports (Annexure 1) for the centres need to be submitted to UIDAI within 30 days (Including all holidays) from the date of sharing the list of centers. 5. Priority / Fast Track Audits:- There will be instances when UIDAI would want the empaneled agencies to audit & inspect some enrolment centers on priority basis. UIDAI shall share list of such centers, not more than 10% of the total centers provided in a month. Reports of Such audits to be provided to UIDAI within 10 days. 6. UIDAI at any point of time during the contract may update/modify parameters of audit & inspect report. 7. Broad classification of parameters of audit inspect report includes:- <ol style="list-style-type: none"> a. Adherence to UIDAI Processed & Guidelines b. Hardware & Software deployed at enrolment centers as per UIDAI specification
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	<ul style="list-style-type: none"> c. Enrolment Centre layout as per UIDAI guidelines d. Display of IEC Material & Rate list of various Aadhaar services at enrolment center e. To check if enrolment staff not indulged in corrupt practices <p>8. Every Audit & Inspection report shall also contain following photographs and videos</p> <ul style="list-style-type: none"> a) Photograph of enrolment center alongwith auditors, Operator(s), Supervisor(s) and Verifier(s) present in the enrolment center. b) Photograph of the enrolment center from outside making building and sign board of the enrolment center. c) Photograph of all enrolment / update clients with their accessories. d) Uncut video containing outside view, inside view covering the ongoing enrolment/update process, rate chart, seating/waiting area, all the clients, all the personnel in the center in their normal working condition. Duration of the video maybe of 5-10 minutes. <p>9. The agency shall provide analysis of Audit & Inspection carried during the month and actionable recommendations for enrolment centers, enrolment agencies, Registrars and UIDAI.</p> <p>10. All the Audit & Inspection report shall be submitted in hard as well as soft copy (Pen Drive). Photographs and video shall be submitted in soft copy.</p> <p>11. The Audit & Inspection report shall also be required to be uploaded on the portal as and when provided by UIDAI.</p>
<p>Service Level Agreement</p>	<p>(a) List of centres to be audited & inspected in a month will be shared by UIDAI on regular intervals preferably on monthly basis. Audits & Inspections have to be completed and complete Audit & Inspection Reports (Annexure 1) for the centres need to be submitted to UIDAI within 30 days (Including all holidays) from the date of sharing the list of centers. Any centre for which report is not submitted will be considered as 'No audit Conducted'. For such centres a penalty @3% of unit rate per center per day (Maximum 100% of per unit cost) will be deducted</p>

	<p>from payments.</p> <p>(b) In case of priority/ Fast Track audit & inspection, Audits & Inspections have to be completed and complete Audit & Inspect Report for the centres need to be submitted within 10 days (Including all holidays) from the date of sharing the list of centers. Any centre for which report is not submitted will be considered as 'No audit Conducted'. For such centres a penalty @10% of unit rate per center per day (Maximum 100% of per unit cost) will be deducted from payments.</p> <p>(c) Audit & Inspectiion Report quality – In case of discrepancy identified in report, the same need to be rectified within 3 working days after reported by UIDAI. In Case rectified report is not submitted within 3 working days after reported by UIDAI, 100% of per unit cost for all such reports will be deducted.</p> <p>(d) No penalty will be levied for the first quarter on account of point (a) & (b).</p> <p>(e) Capping on SLA shall be 100% of the Quarterly billing amount.</p>
<p>Award of Work</p>	<p>a) Work will be initially allocated among all the three Empaneled Agencies on the equal basis.</p> <p>b) List of centres to be audited & inspected in a month will be shared every month. Complete Audit & Inspect reports for the centres need to be submitted within one month (Including all holidays) from the date of sharing the list of centers & In case of Priority/Fast Track Audits, complete audit report to be submitted within 10 days (Including all holidays).</p> <p>c) Any delay in submission of complete audit & inspect report to UIDAI will invite penalty as mentioned in Service level agreement.</p> <p>d) SLA for each quarter will be calculated for each Agency based on which work will be re-allocated to each Agency.</p> <p>e) Re-allocation of work will be done in such a manner that part of work allocated to an agency having maximum non-compliance of SLA will be distributed to other two agencies in proportional to their SLA compliance. This will be done on quarterly basis as per discretion of UIDAI.</p>

SECTION IV – General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, as they may be issued and in force from time to time.</p> <p>(b) “Audit & Inspect Report” means the Audit & Inspection Schedule as per Annexure- 1</p> <p>(c) “Bidder” means any private or public entity that will provide the Services to the Purchaser under the Contract.</p> <p>(d) “Contract” means the Contract signed by the Parties and all the attached documents i.e. the Sections like General Conditions Section (GC), Statement of Works Section, the Appendices and the Annexure.</p> <p>(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1 of Section IV.</p> <p>(g) “GC” means these General Conditions of Contract.</p> <p>(h) “Government” means the Government of the Purchaser’s country.</p> <p>(i) “Empanelled Agency” means the Bidder company empanelled under this contract / RFE.</p> <p>(j) “Party” means the Purchaser or the Bidder, as the case may be, and “Parties” means both of them.</p> <p>(k) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>(l) “Purchaser” means the entity purchasing the services under this Contract i.e. UIDAI</p> <p>(m) “Resident” means normal resident of India.</p> <p>(n) “Services” means the work to be performed by the Bidder</p>
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	<p>pursuant to this Contract under empanelment under this RFE.</p> <p>(o) “In writing” means communicated in written form with proof of receipt.</p> <p>(p) “SLA” refers to Service Level Agreement as defined under the Scope of Work section in the RFP.</p> <p>(q) “UIDAI” means Unique Identification Authority of India and is referred as the Purchaser</p>
1.2 Relationship between the Parties	<p>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 Bidder. The Bidder, subject to this Contract, has complete charge of Personnel and Sub-Bidders, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
1.3 Law Governing Contract	<p>This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.</p>
1.4 Language	<p>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.</p>
1.5 Notices	<ol style="list-style-type: none"> 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 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 Clause 2 of Section I. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the Clause 2 of Section I.
1.6 Authorized Representatives	<p>Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by the Authorized Representative of the Bidder.</p>
1.7 Taxes and Duties	<ol style="list-style-type: none"> The Bidder and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the

	<p>Applicable Laws of India.</p> <p>2. The Vendor shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/Vendor.</p>
<p>1.8 Fraud and Corruption</p>	<p>1. Definitions It is the Purchaser’s policy to require that the Purchaser as well as Bidders observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Purchaser:</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> i. “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; ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract; iii. “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, noncompetitive levels; iv. “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; <p>1. Measures to be taken by the Purchaser</p> <p>(a) The Purchaser may terminate the contract if it determines at any time that representatives of the Bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Bidder having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;</p> <p>(b) The Purchaser may also apply sanction/s against the Bidder, including declaring the Bidder ineligible, either</p>

	<p>indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract;</p> <p>2. Commissions and Fees</p> <p>(a) Purchaser will require the successful Bidder 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.</p>
<p>1.9 Limitation of Liability</p>	<p>1. Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out the services, the Bidder, with respect to damage caused by the Bidder to property and/ or assets of the purchaser or of any of the Purchaser's Bidders, shall not be liable to Purchaser:</p> <p>a. For any indirect or consequential loss or damage; and;</p> <p>b. For any direct loss or damage that exceeds</p> <p>i. The Contract Value, or</p> <p>ii. The proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (i) or (ii) is higher.</p> <p>2. This limitation of liability shall not affect the Bidder's liability, if any, for damage to Third Parties caused by the Bidder/ Bidder's Team or any person or firm/ company acting on behalf of the Bidder in executing the work or in carrying out the services.</p>

<p>1.10 Performance Security Deposit</p>	<ol style="list-style-type: none"> 1. Within 14 days after the issuance of Letter of Empanelment by the Purchaser to the Bidders, whose tender bid is accepted for empanelment, the successful Bidder shall furnish Performance Security Deposit which will be 10% of the contract value, to the Purchaser in the form of a bank guarantee from a scheduled bank, as per Appendix B . 2. The Performance Security Deposit should be valid till the entire term of the empanelment and for an additional period of 60 days after the completion of the term of empanelment. In case the duration of the empanelment is extended by UIDAI, the successful bidder will have to extend the Bank Guarantee by that period 3. The performance security deposit shall be released after completion of the empanelment term along with an additional 60 days.
<p>1.11 "No Claim" Certificate</p>	<p>The Bidder shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim, if made by the Bidder after he shall have signed a "No claim" certificate in favour of the Purchaser in such forms as shall be required by the Purchaser after the works are finally accepted.</p>
<p>1.12 Conflict of interest</p>	<p>The Bidder shall disclose to the Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidder's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.</p>

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

<p>2.1 Effectiveness of Contract</p>	<p>This Contract shall come into effect on the date the Contract is signed by both Parties. The date the Contract comes into effect is defined as the Effective Date.</p>
<p>2.2 Termination of Contract for Failure to Become Effective</p>	<p>If this Contract does not become effective within such time period as defined in the RFE, UIDAI vide written notice to the other Party, may declare this offer to sign the Contract and the for empanelment to be null and void, in such case UIDAI may forfeit the EMD of the other party and may invite the next ranked bidder or publish new RFE.</p>

<p>2.3 Commencement of Services</p>	<p>a) The UIDAI shall provide a brief to the agencies and invite technical proposals/ presentations as per UIDAI requirement , from the empanelled agencies for specific assignments. UIDAI reserves the right to award the work to any of the empanelled agencies, based on the merit of their technical proposal/ presentation. The Evaluation Committee will be the final authority for selection of the agency.</p> <p>b) The selected agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the agreement.</p> <p>c) Mere empanelment with UIDAI does not guarantee allocation of work.</p> <p>d) In case, UIDAI does not find the work of the agency up to its satisfaction, UIDAI reserves the right to get it done from any other agency/agencies for which the agency hereby gives its written consent and undertake not to raise any dispute in this context, at any point of time.</p> <p>e) UIDAI will not be liable to make any payment or amount on account of conceptualization/designing/artwork etc. for the technical proposals/ presentations prepared by the agency but not selected. The agency should not have any objections to the said procedure and shall not dispute/claim any amount at any time in future.</p> <p>f) In case, when the time period is too short for the technical proposals/ presentations or any other exigencies, the job may be entrusted to any of the empanelled agencies which UIDAI deems fit to meet the deadline.</p>
<p>2.4 Expiration of Contract</p>	<p>Unless terminated earlier pursuant to Clause 2.3 hereof, this empanelment Contract shall expire at the end of such time period as specified in Clause 2.11.</p>
<p>2.5 Entire Agreement</p>	<p>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.</p>

<p>2.6 Modifications or Variations</p>	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>b) In cases of substantial modifications or variations, the prior written consent of the Purchaser is required.</p>
<p>2.7 Force Majeure</p>	
<p>2.7.1 Definition</p>	<p>a) 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.</p> <p>b) Force Majeure shall not include</p> <ul style="list-style-type: none"> i. any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Bidders or agents or employees, nor ii. 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. <p>c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>

<p>2.7.2 No Breach of Contract</p>	<p>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</p> <ul style="list-style-type: none"> 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.
<p>2.7.3 Measures to be Taken</p>	<ul style="list-style-type: none"> a) 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. b) 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. c) 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. d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the “Purchaser”, shall either: <ul style="list-style-type: none"> i. Demobilize,; or ii. Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract. e) 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 8 of Section IV.

<p>2.8 Suspension</p>	<p>The “Purchaser” may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension</p> <ul style="list-style-type: none"> a) shall specify the nature of the failure, and b) shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.
<p>2.9 Termination</p>	
<p>2.9.1 By the Purchaser</p>	<p>The Purchaser may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this Clause 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days’ written notice of termination to the Bidder, and sixty (60) days’ in the case of the event referred to in (e).</p> <ul style="list-style-type: none"> a) If the Bidder 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. b) If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary. c) If the Bidder, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. d) If, as the result of Force Majeure, the Bidder are unable to perform Services for a period of not less than sixty (60) days. e) The Purchaser may by written notice sent to the Bidder, terminate the Contract, in whole or in part at any time of its convenience. 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

	<p>becomes effective.</p> <p>f) If the Bidder submits to the “Purchaser” a false statement which has a material effect on the rights, obligations or interests of the “Purchaser”.</p> <p>g) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>h) If the Bidder fails to provide the quality services as envisaged under this Contract. The UIDAI 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 Bidder to improve the quality of the services.</p> <p>i) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 of Section IV hereof.</p> <p>j) Purchaser reserves the right to terminate the agreement with the selected Bidder or reduce the project cost at any stage of the project if the personnel proposed to be deployed full-time on this engagement are not actually working on this assignment on a full-time basis as proposed by Bidder</p> <p>k) The Purchaser may, without prejudice to any other remedy for breach of contract, by 60 days prior written notice of default sent to the Vendor, terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> i. If the Vendor fails to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; OR ii. If the Vendor fails to perform any other obligation(s) under the contract.
<p>2.9.2 Cessation of Rights and Obligations</p>	<p>Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except</p> <ul style="list-style-type: none"> 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 3.3 hereof, c) the Bidder’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause

	3.6 hereof, and d) any right which a Party may have under the Law.
2.9.4 Cessation of Services	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 hereof, the Bidder 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 prepared by the Bidder and equipment and materials furnished by the “Purchaser”, the Bidder shall proceed as provided, respectively, by Clauses 3.9 or 3.10 of Section IV hereof.
2.9.5 Payment upon Termination	Upon termination of this Contract pursuant to Clauses 2.9.1, the Purchaser shall make the following payments to the Bidder: a) If the Contract is terminated pursuant to Clause 2.9.1 (d), (e), (g), (h) hereof for Services satisfactorily performed prior to the effective date of termination. b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (c) and (f) to (i), the Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Purchaser” may consider to make payment for the part satisfactorily performed.
2.9.6 Disputes about Events of Termination	If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause 2.9.1 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause 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.
2.10 Extension of Contract	The contract may be extended for two more years on yearly basis as required by the Purchaser based on mutual agreement at the existing terms and conditions.
2.11 Period of Contract	The contract with Empanelled Agencies shall be applicable initially for a period of 1 year (One year) from date of signing on contract. Further extension if any, will be as per clause 2.10.

3. OBLIGATIONS OF THE BIDDER

3.1 General	
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<p>3.1.1 Standard of Performance</p>	<p>The Empanelled Agencies shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, 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 Bidder 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 Sub-Bidders or third Parties. Bidder should follow and perform services as specified in Section III.</p>
<p>3.2.1 Bidders Not to Benefit from Commissions, Discounts, etc.</p>	<p>a) The payment of the Bidder pursuant to Clause 6 shall constitute the Bidder’s only payment in connection with this Contract or the Services, and the Bidder 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 Bidder shall use their best efforts to ensure that the Personnel and its agents shall not receive any such additional payment.</p> <p>b) Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the “Purchaser” on the procurement of goods, works or services, the Bidder shall comply with the Purchaser’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the “Purchaser”. Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the “Purchaser”.</p>
<p>3.2.2 Prohibition of Conflicting Activities</p>	<p>The Bidder shall not engage, and shall cause 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.</p>
<p>3.3 Confidentiality</p>	<p>Except with the prior written consent of the Purchaser, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<p>3.4 Accounting, Inspection and Auditing</p>	<p>The Bidder</p> <p>a) shall keep accurate and systematic accounts and records in respect of the Services to be provided under the RFE/contract, in</p>

	<p>accordance with 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</p> <p>b) with respect to such accounts and records related to this contract, shall periodically permit the “Purchaser” or its designated representative, during the contract period and up to a period of 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”, if so required by the "Purchaser" as the case may be</p>
3.5 Bidder’s Actions Requiring Purchaser’s Prior Approval	The empanelled Agencies shall obtain the Purchaser’s prior approval in writing before any change, replacement, withdrawal or addition to the Personnel listed and accepted by the bidder as part of team for any assignment as mentioned in Scope of Work.
3.6 Reporting Obligations	a) The empanelled vendor shall submit to the Purchaser the reports and documents, in the form, in the numbers and within the time periods as defined in Scope of Work.
3.7 Documents Prepared by the Bidder to be the Property of the Purchaser	a) All plans, drawings, specifications, designs, reports and other documents submitted developed or customized by the Bidder under this Contract shall become and remain the property of the Purchaser, and the Bidder shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Purchaser.
3.8 Equipment and Materials Provided by the Bidders	Equipment or materials brought into the India by the empanelled vendor and the Personnel and used either for the Project or personal use shall remain the property of the empanelled vendor or the Personnel concerned, as applicable.

<p>3.9 Intellectual Property Rights (IPR)</p>	<p>a) The intellectual property rights to all the deliverables listed under shall remain sole and absolute property of the “Purchaser”</p> <p>b) The intellectual property rights of all the tools, processes, utilities, and methodology used in the provision of Services hereunder and/or development of any deliverables hereunder which were existing with Bidder prior to this Contract and all new ideas, inventions, innovations, or developments conceived, developed or made by Bidder shall remain the property of the Bidder.</p>
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4. Empanelled bidder Personnel

<p>4.1 General</p>	<p>(a) The Empanelled Agencies shall employ and provide qualified and experienced Personnel as are required to carry out the Services as detailed in the Scope of Work.</p> <p>(b) The service Provider may engage manpower from the third party provided that information of such party shall be provided to UIDAI.</p>
<p>4.2 Project Manager</p>	<p>a) 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.</p>
<p>4.3 Approval of Personnel</p>	<p>In respect of Personnel which the Empanelled Agencies proposes to use for carrying out of the Services under the empanelment contract, the empanelled vendor shall furnish details of the resources to be deployed for Audit & Inspection of Enrolment Centers.</p>

5. OBLIGATIONS OF THE PURCHASER

5.1 Assistance and exemptions	<p>Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall:</p> <p>(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.</p> <p>(b) Provide to the Service Provider and Personnel any such other assistance as may be specified in the SC.</p>
5.2 Change in the Applicable Law Related to Taxes and Duties	<p>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. service tax 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 applicable.</p>
5.2 Payment	<p>In consideration of the Services performed by Bidder under this Contract, the "Purchaser" shall make to the Bidder such payments and in such manner as is provided by Clause 6 of this Contract.</p>

6. PAYMENTS TO THE BIDDER

6.1 Payment for Services	<p>a) The Service Provider shall be paid, as per the 'discovered rate' for carrying out/delivery of services as enumerated in Section-III.</p> <p>b) The amount payable shall be finalised after taking into account the Penalties and deductions as defined in Service Level Agreement, if any applicable.</p> <p>c) The Purchaser shall make the payment within 30 days of receiving the invoice (complete in all aspects) from the Service Provider.</p>
6.2 Currency of Payment	<p>All payments shall be made in Indian Rupees.</p>
6.3 Terms of Payment	<p>The payments in respect of the Services shall be made as follows:</p> <p>(a) The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on 'Quarterly basis'.</p> <p>(b) The Service Provider shall provide all documents related to performance during the period that would be required to compute price and penalties. This would include the invoice in triplet (three copies)</p>

	<p>(c) In the event of any wrong payment to Service Provider, the difference shall be adjusted in the subsequent payments.</p> <p>(d) All payments under this Contract shall be made to the accounts of the Service Provider specified in the SC.</p> <p>(e) In case of early termination of the contract, the payment shall be made to the Service Provider as mentioned here with:</p> <p>(i) 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.</p>
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7. GOOD FAITH

7.1 Good Faith	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.
7.2 Operation of the Contract	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 no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8. SETTLEMENT OF DISPUTES

<p>8.1 Amicable Settlement</p>	<p>Performance of the contract shall be governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.</p>
<p>8.2 Arbitration</p>	<p>a. 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.</p> <p>b. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.</p> <p>c. The Arbitration proceedings shall be held in Delhi, India.</p> <p>d. The Arbitration proceeding shall be governed by the substantive laws of India.</p> <p>e. The proceedings of Arbitration shall be in English language.</p> <p>f. 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.</p> <p>g. 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</p>

	<p>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.</p> <p>h. 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 proceed de novo.</p> <p>i. 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.</p> <p>j. 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.</p> <p>k. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.</p> <p>l. 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.</p> <p>m. 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.</p> <p>n. Continuation 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.</p>
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9. MISCELLANEOUS PROVISIONS

Miscellaneous Provisions	<ul style="list-style-type: none">a. Nothing contained in enplanement Contract shall be construed as establishing or creating between the Parities, a relationship of master and servant or principal and agent.b. The Bidder 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.c. The Bidder 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.d. The Bidder 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 (Bidder's) 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 Bidder.e. The Bidder shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.f. All claims regarding indemnity shall survive the termination or expiry of the Contract.
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SECTION V – Annexure – Standard Forms

1. Pre-Qualification Proposal

Refer Clause 29 of Section II of the RFE.

Pre-Qualification Proposal

- PRE-QUAL FORM 1 – Pre-Qualification Proposal Submission Form
- PRE-QUAL FORM 2 – Bidder's Organization detail

PRE-QUAL FORM-1: PRE-QUALIFICATION PROPOSAL SUBMISSION FORM

To:

Deputy Director General, Technology (DDG),

Address:

Unique Identification Authority of India (UIDAI), Govt. of India (GoI),

3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001

Dear Sir:

We, the undersigned, offer to provide services for ***Audit & Inspection of Aadhaar Enrolment Centers*** in accordance with your Request for Empanelment dated _____, and our Proposal. We are hereby submitting our Proposal, which includes this Pre-Qualification Proposal, and a Technical Proposal and Financial Proposal as per eProcurement three cover system.

We hereby declare that we are submitting our Proposal as a single bidder/ company and have not formed or intend to form or execute the contract with any other entity, sub-contractors or consortiums.

We hereby declare that all the information and statements made in this Pre-Qualification Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We undertake, if our Proposal is accepted, to provide services related to the assignment as per the conditions of the RFE .

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Company:

Address:

Location: _____

Date: _____

PRE-QUAL FORM-2: BIDDER'S ORGANIZATION DETAIL

#	Parameter	Pre-qualification criteria Description	Evidence required	Relevant Document Page No.
1.	Legal Entity/Registration of Company	<p>Bidder should be</p> <ul style="list-style-type: none"> ▪ A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto. 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. ▪ Registered with the Service Tax Authorities ▪ Shall have been in operation in India for at least the last five years from the last date of Bid submission 	<p>a) Copy of Certificate of Incorporation</p> <p>b) Copy of Registration Certificates</p>	

#	Parameter	Pre-qualification criteria Description	Evidence required			Relevant Document Page No.	
7.	Experience	Company Shall have turnover of Rs. 25 Crore (Rupees Twenty Five Crore Only) from the Audit/ Inspection/ Verification/ Screening/ Background checks/ Due Diligence work in India , during the each of the previous three (3) financial years (2014-2015, 2015-2016 and 2016-2017)		FY20 14-15	FY20 15-16	FY2016 -17	
			Revenue (in INR Crores)				
			Revenue from Audit/ Inspection/ Verification / Screening/ Background checks/ Due Diligence work in India (in INR Crores)				
8.	Certifications	Company shall be ISO: 9001 & ISO:27001:2013 certified	Copy of Certificate				
9.	Geographical Presence	Company Shall have operational offices in least 2 metro cities in India	Certificate from the company Secretary				
10.	Man power availability	Company shall have at least 200 full time employees in its payroll with atleast 10 full time employees doing field verification work for the past one year from last date of Bid submission.	Certificate from the company Secretary				

#	Parameter	Pre-qualification criteria Description	Evidence required	Relevant Document Page No.
11.	Blacklisting	Company shall not have been debarred or blacklisted from carrying out business with the UIDAI or the Ministry of Electronics & IT or the entire Central Government at the time of the submission of the proposals.	Certificate from the Company Secretary or Statutory Auditors of the bidder entity	

2. Technical Proposal

Refer to Clause 29 of Section II of the RFE.

Technical Proposal

TECH-1 Technical Proposal Submission Form

TECH-2 Bidder's Organization detail

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

To: Deputy Director General (DDG- E&U),
Address: Unique Identification Authority of India (UIDAI),
Govt. of India (GoI), 3rd Floor, Tower II,
Jeevan Bharati Building, Connaught Circus, New Delhi 110001

Dear Sir:

We, the undersigned, offer to provide services for **Audit & Inspection of Aadhaar Enrolment Centers** in accordance with your Request for Empanelment dated _____, and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal as per packets mentioned through CPP Portal.

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

We undertake, if our Proposal is accepted and the we are declared empanelled for providing the services to UIDAI, we shall abide by the conditions of the RFE.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Address:

Location:

Date:

FORM TECH-2: BIDDER'S ORGANIZATION DETAIL

SI No	Evaluation Criteria	Evidence Required	Relevant Document Page No.
1	Average Turnover from Audit/ Inspection/ Verification/ Screening/ Background checks/ Due Diligence work in India, in last 3 years (2014-15, 2015-16, 2016-17)	Certificate from the Company Secretary or Statutory Auditors of the bidder entity	
2	Number of Employees on Company's payroll doing field verification work for the past one year from last date of Bid submission	Certificate from the Company Secretary	
3	No. of cities having operational offices in India	Certificate from the Company Secretary	
4	<p>Presentation by Bidder – Presentation should focus and cover</p> <p>a. Approach/ methodology for performing the assigned task.</p> <p>b. Data handling and methodology being adopted by the Bidder</p> <p>c. Case studies</p>	Copy of Presentation/ Case Studies	

3. Financial Proposal

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Clause 29 of Section II.

FIN-1 Financial Proposal Submission Form

FIN-2 Financial Proposal on per Unit cost of Audit & Inspection

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Deputy Director General (DDG, E&U),

Address: Unique Identification Authority of India (UIDAI),

3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi –
110001

Dear Sir:

We, the undersigned, offer to provide services for Audit & Inspection of Aadhaar Enrolment Centers in accordance with your Request for Proposal dated _____, and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures*]. Service Tax (GST) to be applicable as per prevailing rates additionally.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date _____.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company:

Address:

** Amounts must coincide with the ones indicated under Cost of Financial proposal in Form FIN-2.*

FORM FIN-2 on PER UNIT COST OF AUDIT & INSPECTION

No.	All activities related to below mentioned service/ item	Unit Cost (in Rs.) (exclusive of all taxes)
	(i)	(ii)
1	Audit & Inspection per Enrolment Centre	C1=(Unit cost)
2	Priority Audit & Inspection per Enrolment Centre	C2=(Unit cost)

*Service Tax (or GST) to be applicable as per prevailing rates additionally.

SECTION VI – APPENDIX

Appendix A- 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 _____, 2017 between

WHEREAS the Purchaser had invited bids for certain Services, viz., “RFE FOR AUDIT & INSPECTION OF AADHAAR ENROLMENT CENTERS” 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 the supply of those Services in the sum of Rs._____ per **Audit & Inspection of Aadhaar Enrolment Center** & a sum of Rs. _____per **Priority Audit & Inspection per Enrolment Centre** inclusive of all related cost and taxes.

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 RFE, 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. RFE 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]

Appendix B - PERFORMANCE SECURITY DEPOSIT/ 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, Government of India
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus,
New Delhi-110001**

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology, Government of India, on behalf of the UIDAI acting through CEO, UIDAI, (hereinafter referred to as the 'Owner' 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 "Contractor" 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 Contractor, resulting in a Contract, bearing No..... dated.....valued at.....for "..... [RFP Name]" and the Contractor 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 Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor 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 Owner discharges this guarantee.

3. The Owner 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 Contractor. The Owner 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 Contractor, 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 Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner 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 Owner or any other indulgences shown by the Owner 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 Owner 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 Contractor and not withstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to (INR).
 - (2) This Bank Guarantee will be valid upto; and
 - (3) 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.....2017.....at.....

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Attorney as per
Power of Attorney No.....
Dated.....

Appendix C - 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, Government of India
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus, New Delhi-110001**

Dear Sirs,

1. In accordance with Invitation to Bid for “_____ [RFP Name]” 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 favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid upto 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, Ministry of Electronics & Information Technology, Government of India on behalf of the UIDAI acting through CEO, 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 Supplier(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to Rs. (in words & figures).
 - (2) This Bank Guarantee will be valid upto; and
 - (3) 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.....2017.....at.....

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Attorney as per
Power of Attorney No.....

Dated.....

Appendix D - Non-Disclosure Declaration

Non-Disclosure Declaration/Agreement

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

WHEREAS, we the undersigned Bidder, _____, 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 3rd Floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001, hereinafter referred to as 'Purchaser' and, WHEREAS, the Bidder 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 Bidder of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Bidder 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 contract period and will survive the contract period in case we are selected as a successful bidder.

2. Confidential Information does not include information which:

a. the Bidder 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 Bidder from a third party without any obligation of confidentiality;
- d. the Bidder 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 Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

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

4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder'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 Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder 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 Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder 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 Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Bidder agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Bidder 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 Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
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 Bidder 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 Bidder 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 Bidder 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 Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder 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. Bidder 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 Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorised Signatory Office Seal:

Name: Place:

Designation:

Date :

ANNEXURE-1 - Indicative Audit & Inspection Schedule

AUDIT & INSPECTION SCHEDULE

Enrolment Agency Name _____ Registrar Name _____

Enrolment Centre Address with Pincode _____

Operator Name, Code & Aadhaar No. _____

Supervisor Name, Code & Aadhaar no. _____

Enrolments Stations at the center		
Aadhaar Client	Client Version	Machine Codes
ECMP		
UCL		
CELC		

Verifier Name, Designation & Aadhaar Number _____

Adherence to UIDAI Processes & Guidelines		
Parameter	Score (0-5)	Finding of Audit & Inspection
Availability of Sufficient Number of Enrolment/Update/ Correction forms at the Enrolment Center		
Availability of Supervisor at the Enrolment Centre. - Supervisor is working as operator Or - Dedicated Supervisor is available at the center in addition to operator		

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Availability of verifier at the Enrolment Centre - Verifier is verifying resident details on Enrolment/ Update/ Correction form with original documents - Sign & Stamp the Enrolment/ Update/ Correction form		
Operator is reviewing the captured details with the resident		
Operator/ Supervisor is scanning original PoI, PoA, DoB and Resident consent slip as per UIDAI guidelines		
Operator/ Supervisor not retaining any hardcopy of resident document (PoI, PoA, DoB, consent slip or Enrolment form) and handing over all the documents back to resident		
Behavior of Enrolment staff (Operator/ Supervisor/ Verifier) towards resident		
CCTV is installed and covering all the enrolment processes at the Enrolment Center		
Hardware & Software deployed at enrolment centers		
Hardware/ Software	Make & Model	Serial No.
ECMP		
Laptop		
Fingerprint Scanner		
Iris Scanner		
Printer/ Scanner		

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UCL		
Laptop		
Fingerprint Scanner		
Printer/ Scanner		
CELC		
Tablet		
Fingerprint Scanner		
Parameter	Score (0-5)	Finding of Audit & Inspection
Check if all the clients are working		
Check if all the Software Version of all clients is latest release of UIDAI		
Check if Printer is printing photo with good quality receipt		
Additional Information to be collected:-		
Check last Operator Sync date: _____		
IT Security		
Parameter	Score (0-5)	Finding of Audit & Inspection
Check if Antivirus is installed on each Enrolment Station		
Additional Information to be collected:-		
Antivirus Name:-	Version:-	Last Updated Date:-
Enrolment Centre layout		
Parameter	Score (0-5)	Finding of Audit & Inspection
Check if Layout of Enrolment Center is such that the Resident		

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sits at 90 degree to Operator		
Special arrangements for enrolment of Differently-abled or children		
Waiting arrangement for Residents in queue		
Additional Information to be collected:-		
<ol style="list-style-type: none"> 1. Enrolment Center is air-conditioned or not (Yes/ No) 2. Availability of Drinking water at the center (Yes/ No) 3. Height of Table and Chair is convenient for Operator and Resident for good quality data capture (Yes/ No) 4. Devices do not require to be moved, rearranged during enrolment of a resident (Yes/ No) 		
Display of Rate list of various Aadhaar services		
Parameter	Score (0-5)	Finding of Audit & Inspection
Check if Rate List as Prescribed by UIDAI, for all the Aadhaar Services is pasted at Center		
<p>Check if center is not charging Residents more than the prescribed rate of various services of UIDAI .</p> <p>Check if residents are not being charged for Enrolment/ Update/ Correction form.</p> <ul style="list-style-type: none"> ▪ Auditor to check with residents coming out from enrolment center for the rate charged by the operator for the service. ▪ Auditor to check with nearby located residents, shopkeepers etc. on the rate charged by the operator for the service. 		
Additional Information to be collected:-		
<ol style="list-style-type: none"> 1. Photograph to be taken of Rate list 		

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Display of IEC Material		
Parameter	Score (0-5)	Finding of Audit & Inspection
Check if Aadhaar Banner as per UIDAI guidelines is displayed at entrance of Enrolment Center		
Check if Banners clearly indicating documents required for Enrolment/ Update at the Enrolment Center		
Check if Aadhaar Grievance Centre number, timings and other contact information is displayed at the center		
Additional Information to be collected:-		
Photographs to be taken for all the above		

Note:- Video Coverage of atleast 15 minutes to be taken covering entire Enrolment Center & Enrolment process.

Supervisor Name & Signature: _____

Verifier name & Signature: _____

Name, Aadhaar Number & Signature of Auditors

(Auditor 1)

(Auditor 2)

I have verified the report and is meeting the requirement of UIDAI as per contract.

Name, Aadhaar number & Signature of Project Manager