

# **Request for Quotation (RFQ)**

## **VOLUME I – INSTRUCTION TO BIDDERS**

### **SELECTION OF ENROLMENT AGENCY**

**Information Technology Development Agency  
Department of IT, Government of Uttarakhand  
1<sup>st</sup> Floor, Sidcul Building  
29, 11E (IT Park), Sahastradhara Road  
Dehradun -248102**

**Tender Number : 001/UID/2014  
Tender Date : 23/12/14**

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## 1. INVITATION TO BID

1. *Department of IT, Government of Uttarakhand* invites Financial Bids from Enrolling Agencies empanelled by UIDAI for carrying out the enrolment functions in various districts of Uttarakhand. ITDA, nodal agency of Govt. of Uttarakhand is floating this RFQ on behalf of Department of IT, Government of Uttarakhand.
2. The Request for Quotation (RFQ) consists of 3 Volumes as mentioned below:
  - a. Volume I – Instructions to Bidders and Selection Procedure
  - b. Volume II – Scope of Work
  - c. Volume III – Standard Contract
3. The Bid consist of Technical and Financial Bid which consists of *4 schedules for 13 districts*. The Bidder has to quote for the Schedules based on the eligibility criteria prescribed for each Schedule in this RFQ.
4. The *Department of IT, Government of Uttarakhand* reserves the right to reject any or all the Bids in whole or part without assigning any reasons.
5. This ‘Invitation to Bid’ is extended only to EA empanelled by UIDAI for undertaking demographic and biometric data collection for enrolment of residents.
6. This ‘Invitation to Bid’ is non-transferable under any circumstances.
7. The response to the RFQ should be submitted at the following address:  
**To**  
**The Director,**  
**ITDA,**  
**SIDCUL Building, 1<sup>st</sup> Floor**  
**29 IIE (IT Park), Sahastradhara Road,**  
**Dehradun, Uttarakhand - 248102.**

## **2. INTRODUCTION**

### **2.1 About Department of IT, Government of Uttarakhand**

Department of IT, Government of Uttarakhand is the Nodal Department for Aadhaar Enrollment in Uttarakhand. Principal Secretary/Secretary, Department of IT is Registrar for the Aadhaar Enrolments in Uttarakhand. Each District Magistrate would be Registrar for the AADHAR enrolment in its district. ITDA as Nodal Agency shall invite bids. Director, ITDA shall be the nodal officer for this project. ITDA shall evaluate bids and after selection forward names of successful bidders to the Registrar that is Principal Secretary/Secretary, Department of IT for entering into agreements with Enrolment Agencies. The UIDAI project in Uttarakhand was implemented through NPR under RGI earlier and a few Non-State Government Registrars. The enrollment done by these agencies is roughly 32.45 lakhs. Now the project has been entrusted to Principal Secretary / Secretary, Department of IT (Government Registrar) and non-States Government Registrars to enroll the balance residents of Uttarakhand as per UIDAI standards and guidelines.

### **2.2 About UID Project**

The Government of India (GoI) has embarked upon an ambitious initiative to provide a Unique Identification (called Aadhaar) to every resident of India and has constituted the Unique Identification Authority of India (UIDAI) for this purpose. The timing of this initiative coincides with the increased focus of the GoI on social inclusion and development through massive investments in various social sector programs, and transformation in public services delivery through e-Governance programs. The Aadhaar has been envisioned as a means for residents to easily and effectively establish their identity, to any agency, anywhere in the country, without having to repeatedly produce identity documentation to agencies. More details on the UIDAI and the strategy overview can be found on the website: <http://www.uidai.gov.in>

To ensure the widespread implementation of the UID project needs the reach and flexibility to enroll residents across the country. To achieve this, the UIDAI proposes to partner with a variety of agencies and service providers (acting as Registrars, Sub-registrars and Enrolling ITDA ,Dept. of IT , Government of Uttarakhand

Agencies) to enroll residents for UID. By participating in enrolling residents, registrars and enrolment agencies across the country would be part of a truly historic exercise, one which can make our welfare systems far more accessible and inclusive of the poor, and also permanently transform service delivery in India.

In this context, the Registrars shall engage EAs for carrying out the various functions and activities related to Aadhaar enrolment such as setting up of enrolment centers, undertaking collection of demographic and biometric data for UID enrollment and any other data required by the Registrar for the effective implementation of their projects. This Request for Quotation document is intended to invite bids from only those EAs which are empanelled by UIDAI for undertaking demographic and biometric data collection for enrolment of residents for Aadhaar enrolments.

### 3. INSTRUCTION TO BIDDERS

#### 3.1 PART I - STANDARD

<b>Definitions</b>	<p>(a) “Purchaser” means Principal Secretary / Secretary, Department of IT (through ITDA – the nodal agency) who has been appointed as Registrar for Aadhaar enrolment in Uttarakhand. In this project, the EAs shall sign agreement with the Registrar.</p> <p>(b) “Bidder” means any entity that may provide or provides the Services to the Purchaser under the Contract.</p> <p>(c) “Bid” means the Technical and Financial Proposal consisting of one/ multiple Schedules.</p> <p>(d) “Instructions to Bidders” (Section 3 of Volume I of the RFQ) means the document which provides interested Bidders with all information needed to prepare their bids. This document also details out the process for the selection of the enrolling agency.</p> <p>(e) “Scope of Work” (SoW) means the Volume II of the RFQ which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Purchaser and the Bidder.</p> <p>(f) “Standard Contract” means the Volume III of the RFQ which provides the standard contract agreement to be signed between the Registrar and the selected EAs.</p> <p>(g) “Schedule” means the financial bid for each Geographical area as specified by the Department of IT. Department of IT may choose to have only one Schedule for the entire State OR subdivide the State into multiple Schedules (one for each geographical area as specified by the Registrar – e.g. A State may be subdivided into Division/ District/ Group of Districts/ Block etc. and have individual Schedules for each sub-division)</p>
<b>1. Introduction</b>	<p>1.1 This RFQ (Request For Quotation) is being issued only to the EAs empanelled by UIDAI for undertaking the Demographic and Biometric data collection of Residents in the State of Uttarakhand for Aadhaar enrolments.</p> <p>1.2 All the provisions listed out in the Request for Empanelment (RFE) issued by the UIDAI and Terms &amp; Conditions of Empanelment shall be binding upon the participating bidders of this RFQ.</p> <p>1.3 The ITDA will select a firm, in accordance with the method of selection specified in the Data Sheet. ITDA after selection of firm will forward their names to the Principal</p>

	<p>Secretary / Secretary, Department of IT for entering into contract. Thereafter EAs shall work under the direction and control of Principal Secretary / Secretary, Department of IT as per terms and conditions of this RFQ.</p> <p>1.4 The name of the assignment/job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Scope of Work in Volume II.</p> <p>1.5 The date, time and address for submission of the bid have been given in Part II Data Sheet.</p> <p>1.6 Interested Bidders are invited to submit a Technical and Financial Bid for providing services required for the assignment named in the Data Sheet.</p> <p>1.7 The Purchaser is not bound to accept any bids, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p>
<b>Only one Bid</b>	1.8 A Bidder shall submit Technical and financial bid (should contain Schedules based on the eligibility criteria prescribed for each Schedule in this RFQ). If a Bidder (single/ consortium partner) submits or participates in more than one bid, such bids shall be disqualified.
<b>Bid Validity</b>	1.9 The Part II Data Sheet to Bidder indicates how long Bidders' bid must remain valid after the submission date.
<b>Consortium</b>	1.10 Only those consortiums which have been empanelled by UIDAI are eligible to submit a consortium bid. In such a case, the lead EA empanelled by UIDAI shall be the lead member of the consortium and shall be responsible and liable to the Purchaser for all aspects of their bid, contract, etc.
<b>Tenure of Contract</b>	1.11 The estimated tenure of the contract shall be provided in Data Sheet Para 1.11
<b>2. Pre-bid Conference for Clarification and Amendment of RFQ Document</b>	<p>2.1 Bidders may request a clarification in the RFQ document up to the number of days indicated in the Data Sheet before the pre-bid conference date. Any request for clarification must be sent in writing, or by standard electronic means to the Purchaser's address indicated in the Data Sheet.</p> <p>2.2 At any time before the submission of Bids, the Purchaser may amend the RFQ by issuing an addendum/ corrigendum in writing or by standard electronic means. The addendum/</p>

	corrigendum will be binding on all the bidders.					
3. Preparation of Financial Bid	3.1	The preparation of the Technical and Financial Bid as well as all related correspondence exchanged by the Bidders and the Purchaser, shall be in English				
	3.2	The Technical and Financial Bid shall be prepared using the attached Standard Forms (Annexure I , II,III of Volume I). It shall list all costs associated with the assignment for each Schedule corresponding to the Geographical scope of work. Each Schedule corresponds to a particular geographical area and financial bid for each Schedule shall be treated separately at the time of evaluation. The geographical areas for each Schedule are given in Data Sheet Para 3.2. The financial bid shall not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.				
	3.3	Bidders shall submit a copy of the Letter of Empanelment / Registration number issued by UIDAI duly indicating the level and tier as well as the list of States the Bidder is eligible to work in. Non-submission of the letter of empanelment / Registration number will render the bidder disqualified.				
	3.4	The Bidders shall be eligible for bidding for the various Schedules based on the Eligibility criteria as per Data Sheet Para 3.4. Bidders shall strictly adhere to the Eligibility for different Schedules and shall submit Financial Bids in case eligible for all the schedules. The Purchaser shall verify the contents of the ‘Letter of Empanelment’ with the list of empanelled agencies provided by UIDAI to check the eligibility of the Bidders for the various Schedules.				
Taxes	3.5	The Bidder may be subject to local taxes (such as: VAT, Service tax, duties, fees, levies) on amounts payable by the Purchaser under the Contract. Bidders shall include such taxes in the financial bid.				
	3.6	Bidders should provide the price of their services in Indian Rupees.				
Earnest Money Deposit (EMD), and Performance Guarantee.	3.7	<div>Earnest Money Deposit</div> <div>I. An EMD (schedule wise) in the form of DD drawn in favour of <i>Director, ITDA</i> payable at <i>Dehradun</i>, must be submitted along with the Bid. Schedule. EMD cost Schedule wise is as follows -</div> <table><tr><td>Schedule</td><td>Cost in INR (Lakhs)</td></tr><tr><td></td><td></td></tr></table>	Schedule	Cost in INR (Lakhs)		
Schedule	Cost in INR (Lakhs)					



		<table><tr><td>Schedule1</td><td>13</td></tr><tr><td>Schedule2</td><td>19</td></tr><tr><td>Schedule3</td><td>10</td></tr><tr><td>Schedule4</td><td>13</td></tr></table>	Schedule1	13	Schedule2	19	Schedule3	10	Schedule4	13	
Schedule1	13										
Schedule2	19										
Schedule3	10										
Schedule4	13										
		<p>II. Bid not accompanied by EMD shall be rejected as non-responsive.</p> <p>III. No interest shall be payable by the Purchaser for the sum deposited as earnest money deposit.</p> <p>IV. No bank guarantee will be accepted in lieu of the earnest money deposit.</p> <p>V The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.</p> <p><b>Note- On the e-tendering portal minimum of the above EMD has been mentioned. Bidders participating in more than one schedule will have to add the EMD of the respective schedules ( For ex - Bidder is quoting for schedule 3 and schedule 1, the total EMD to be submitted will be Rs 23 Lakhs.</b></p>									
	3.8	<p>The EMD shall be forfeited by the Purchaser in the following events:</p> <p>I. If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.</p> <p>II. If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.</p> <p>III. If the Bidder tries to influence the evaluation process.</p> <p>IV. If the Bidder with the lowest financial quote (L1) withdraws his Bid during finalisation (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).</p>									
	3.9	<p><b>Tender Fees:</b></p> <p>All Bidders are required to pay Rs.5000/- towards Tender Fees in the form of Demand Draft drawn in favour of <i>Director, ITDA</i> payable at Dehradun. The Tender Fee is Non-Refundable.</p>									
	3.10	<p><b>Performance Bank Guarantee</b></p>									

	<p>The selected Bidder shall be required to furnish a Performance Bank Guarantee equivalent to 10% of the contract value rounded off to the nearest thousand Indian Rupees, in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favor of Director, ITDA depending upon the schedule awarded to the bidder for the entire period of contract with additional 90 days claim period. The bank guarantee must be submitted after award of contract but before signing of contract. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract. On submission of this performance guarantee and after signing of the contract, demand draft submitted towards EMD would be returned in original.</p>
<p><b>4. Submission, Receipt, and Opening of Bids</b></p>	<p>RFP must be submitted by only those prospective bidders who qualify based on the Eligibility criteria. RFP must be signed by an authorized company representative and submitted in accordance with the specified terms and conditions.</p> <p>The parties willing to participate in the Bidding will have to apply through the Electronic Tendering Procedure (e-Tendering) as per the guidelines issued by Uttarakhand State Government available on the web site <a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a> under the link “Bidders Manual Kit”.</p> <p>The Bid Documents can be downloaded from the web site <b><a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a></b></p> <p>No Tender will be accepted other than e-Tendering Procedure mentioned above.</p> <p>For more information Helpline can be contacted as mentioned below.</p> <ul style="list-style-type: none"> <li>• Uttarakhand e-Procurement Help Line No. – 1800 266 2277</li> <li>• 24x7 Help Desk – Toll Free No. 1800 233 7315</li> </ul> <p>The bidders should upload their responses as per the format given in this RFP in the following manner -</p> <ol style="list-style-type: none"> <li>i. All the pages of the Bid must be sequentially</li> </ol>

	<p>numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.</p> <p>ii. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the Bids.</p> <p>iii. An authorized representative of the Bidders shall initial all pages of the original Financial Bid. The authorization shall be in the form of a written power of attorney accompanying the Financial Bid demonstrating that the representative has been duly authorized to sign.</p> <p>iv. Bidders need to submit originals of Tender fee and EMD to the department before Bid Submission Date &amp; Time. In case of non-compliance of the same, bid will be rejected.</p>
	The Bids must be submitted no later than the time and the date indicated in the Data Sheet, or any extension to this date.
<b>Right to Accept/Reject the Bid</b>	Purchaser reserves the right to accept or reject any Bid and to annul the RFQ process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.
<b>5. Public Opening and Evaluation of Technical and Financial Bids</b>	<p>5.1 Empanelled Enrolment Agencies (EA) of the UIDAI are eligible to quote for this RFQ</p> <p>5.2 Technical and Financial bids for each Schedule shall be opened publicly on the date &amp; time specified in the Data sheet, in the presence of the Bidders' representatives who choose to attend. Schedules shall be opened in ascending order of their schedule nos.</p> <p>5.3 The Purchaser will correct any computational errors for each Schedule. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail.</p> <p>5.4 It is proposed to engage 2 EAs per Schedule. In addition, one Reserve EA will also be declared.</p> <p>5.5 The Contract shall be awarded to the lowest bidder (L1) for 60% enrolment for each schedule. L2 bidder will be</p>

	<p>awarded with 40% enrollments for the schedule in case of agreement to work on L1 rate. In case of disagreement, L3 will be asked and so on. So, every schedule will be awarded to 2 EAs</p>
5.6	<p>In case, a Bidder emerges as the Lowest Bidder (L1) for multiple schedules, then the Purchaser shall check whether the Bidder has exceeded its available Bid Capacity (as given in Data Sheet Para 5.4 less work awarded by other Registrars) in terms of the cumulative target enrolments to be covered in the multiple schedules. Also it shall be checked whether bidder is already awarded with 2 schedules in current bid opening process.</p>
5.7	<p>In case a single bidder emerges as the lowest bidder in multiple schedules and the total number of enrolments as per the schedules exceeds the Maximum available bid capacity of the bidder (as prescribed in the Empanelment list of UIDAI less work awarded by other Registrars), then the bidder shall be considered selected in the schedules where he is the lowest bidder and within the Maximum bid capacity limits. Also, max 2 schedules can be awarded to one bidder.</p>
5.8	<p>In the remaining schedules over and above the lowest bidder's Maximum capacity, the second lowest bidder shall be given an opportunity to match the L1, provided the L2 bidder also does not exceed its Bid Capacity. If the second lowest bidder does not match the lowest bid, then the offer to match the L1 is given to third lowest bidder and hence forth. In case for any particular schedule, no bidder is ready to match L1 rate, L1 bidder will be awarded the project in case the reason of saturation of maximum capacity is only "Max 2 schedules can be awarded to one bidder" otherwise fresh RFQ for the schedule will be called.</p>
5.9	<p>The Purchaser shall follow this process till all the Schedules are awarded to Bidders and shall ensure that the Bidders do not exceed the available Bid Capacity (as given in Data Sheet Para 5.4 less work awarded by other Registrars) in terms of the maximum enrolments possible in a year and also no bidder is awarded with more than 2 schedules (can be ignored in special cases mentioned above).</p>
5.10	<p>The bidder with the lowest bid (excluding Qualifying L1 and Qualifying L2) will be given the option to match the L1 Rate to become the reserve EA for a given schedule. If this bidder refuses to match the rate, the option will be given to the next</p>

	<p>lowest bidder and this process will be repeated until a reserve EA is found</p> <p>The Reserve EA may be asked to take-over work from any of the existing EAs in cases of non-performance or a need to ramp up enrolments. The Department of IT reserves the right to allocate volumes to reserve EA at its discretion on an as needed basis</p> <p>5.11 In case of a tie between 2 or more bidders for L1 , 100% of the quantity will be split equally between all tied L1 bidders</p> <p>5.12 In case of a tie for L2. Due process of matching rates will be followed and the quantity allocated to L2 (40%) will be split equally between all tied L2 bidders</p> <p>5.13 In case no other bidder matches the L1 Rate, the entire volume for that schedule will be allocated to the qualifying L1, at the discretion of the Department of IT, until such time as a second EA is qualified.</p>
<b>6 Disqualification</b>	<p>Purchaser may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:</p> <ul style="list-style-type: none"> <li>(i) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;</li> <li>(ii) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;</li> <li>(iii) Submitted an application that is not accompanied by required documentation or is non-responsive;</li> <li>(iv) Failed to provide clarifications related thereto, when sought;</li> <li>(v) Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;</li> <li>(vi) Was declared ineligible/blacklisted by the Government of India/State/UT Government;</li> <li>(vii) Is in litigation with any Government in India.</li> </ul>
<b>7. Award of Contract</b>	<p>7.1 The winning Bidder for each Schedule shall submit a detailed Work Plan detailing out the area to be covered in each month and the timelines for covering the enrolment work in the geographical area which shall be submitted within 5 days of publishing of bid result. The Work Plan should be in</p>

	<p>line with the RFQ in terms of deployment of enrolment stations. The Purchaser shall evaluate the same and make necessary modifications which shall be mutually agreed by both parties before issuance of Letter of Intent</p> <p>7.2 The Purchaser shall issue a Letter of Intent to the selected Bidder after mutual acceptance of the Work Plan within 3 days of the submission of Work Plan.</p> <p>7.3 The Bidders will sign the contract as per the standard form of contract in Volume III within 3 days of issuance of the letter of intent.</p> <p>7.4 The Bidder is expected to commence the assignment within 7 days of signing of the contract. In case the winning Bidder fails to start the enrolment work within 30 days of issue of Letter of Award of Work/ Letter of Intent, then the Purchaser may cancel the award of work to the lowest bidder and award the work to standby EA.</p>
8. Termination of Contract subject to necessary approvals	Notwithstanding the duration of the contract, the Registrar, without prejudice or liability, reserves the right to terminate the contract for the time period beyond <b>31.03.2015</b> in the event necessary approvals for continuation of enrolment are not available to the Registrar.

### 3.2 PART II– DATA SHEET

Paragraph Reference	
<b>1.3</b>	<p><b>Name and Details of Purchaser:</b> Principal Secretary / Secretary, Department of IT, Government of Uttarakhand, Uttarakhand Secretariat, 4, Subhash Road, Dehradun-248001.</p> <p><b>Method of selection:</b> a) Contract Awarded to the Lowest Bidder (L1) for each Schedule.</p>
<b>1.4</b>	<b>Name of the assignment:</b> Aadhaar Enrollment in Various districts of Uttarakhand

<b>1.5</b>	<p>The Bid submission address is:</p> <p>Director, ITDA, Government of Uttarakhand, SIDCUL Building, 1st Floor IT Park, Shastradhara Road, Dehradun, Uttarakhand - 248102.</p> <p>Financial Bid (for all the schedules), EMD, and Tender Fee must be submitted no later than the following date and time:</p> <p><b>Date: 17/01/2015</b> <b>Time: 3 PM</b></p>
<b>1.9</b>	Bids must remain valid for 90 days after the submission date.
<b>1.11</b>	The estimated tenure of contract: Till 30 <sup>th</sup> June 2015
<b>2.1</b>	<p>Pre-bid Conference</p> <p><b>Date: 03/01/2015</b></p> <p><b>Time: 3 PM</b></p> <p><i>Venue:</i> ITDA , SIDCUL Building,1st Floor,IT Park, Shastradhara Road, Dehradun, Uttarakhand - 248102</p> <p>Clarifications may be requested not later than 1 day before Pre-bid Conference date.</p> <p>The address for requesting clarifications is:</p> <p>Director, ITDA, Government of Uttarakhand, SIDCUL Building, 1st Floor IT Park, Sahastradhara Road, Dehradun, Uttarakhand - 248102.</p> <p>Phone no: 0135 - 2708122</p> <p>Email: <a href="mailto:diritda-uk@nic.in">diritda-uk@nic.in</a></p>

3.2

The Schedules and corresponding Geographical areas and Target Population are as given below:

Sl. No.	Schedule No	Name of District	Target approx. Population
1	Schedule1	Uttarkashi	322548
		Tehri Garhwal	402394
		Dehradun	856206
2	Schedule2	Rudraprayag	229227
		Pauri Garhwal	578784
		Haridwar	1180288
		Chamoli	376991
3	Schedule3	Nainital	702978
		Bageshwar	125016
		Almora	478331
4	Schedule4	Pithoragarh	463642
		Champawat	120277
		Udham Singh Nagar	1025067
		Grand Total	6861749

These Figures are indicative,since the project is live, hence there actual may vary

3.4

**Eligibility for Submission of Bids for the different Schedules**

Sl. No.	Schedule No	Minimum Technical 'Level' Requirement	Minimum Financial 'Tier' Requirement
1	Schedule 1	T2	F1
2	Schedule 2	T2	F1
3	Schedule3	T2	F1
4	Schedule4	T2	F1

Bidders shall strictly adhere to the Eligibility for different Schedules and shall submit Technical Bid and Financial Bids only for the schedule where he is eligible. The Bidders shall submit a copy of the ‘Letter of Empanelment’ along with the Technical and Financial Bid.

4

Bidder must submit the following:  
The Technical and Financial Bid which shall contain the Schedules based on the geographical areas.

5.1

The Bid Opening Date and Time is:



	<p><b>Date 19/01/2015</b></p> <p><b>Time 3 PM</b></p> <p><i>Venue:</i> ITDA , SIDCUL Building,1st Floor,IT Park, Shastradhara Road, Dehradun, Uttarakhand - 248102</p>															
<b>5.4</b>	<p>The Maximum Bid Capacity for the various Financial Capacity ‘TIERS’ is as determined by UIDAI is as given below:</p> <table><tr><th><b>Sl. No</b></th><th><b>Financial Capacity ‘TIER’</b></th><th><b>Maximum Bid Capacity (maximum enrolments in an year)</b></th></tr><tr><td>1</td><td>F1</td><td>25 Lakh enrolments</td></tr><tr><td>2</td><td>F2</td><td>50 Lakh enrolments</td></tr><tr><td>3</td><td>F3</td><td>250 Lakh enrolments</td></tr><tr><td>4</td><td>F4</td><td>500 Lakh enrolments</td></tr></table> <p>Bidder should have successfully completed minimum 5 Lakhs enrolments (Aadhaar Generated) as on the last date of submission of bid.</p>	<b>Sl. No</b>	<b>Financial Capacity ‘TIER’</b>	<b>Maximum Bid Capacity (maximum enrolments in an year)</b>	1	F1	25 Lakh enrolments	2	F2	50 Lakh enrolments	3	F3	250 Lakh enrolments	4	F4	500 Lakh enrolments
<b>Sl. No</b>	<b>Financial Capacity ‘TIER’</b>	<b>Maximum Bid Capacity (maximum enrolments in an year)</b>														
1	F1	25 Lakh enrolments														
2	F2	50 Lakh enrolments														
3	F3	250 Lakh enrolments														
4	F4	500 Lakh enrolments														

## **4. BID FORMS**

The Technical bid consist of cover letter and technical bid form, supporting documents and Financial Bid consists of cover letter and one Schedule each for each geographical area outlined in Section 1.2 of Volume II. The bidder shall be responsible for doing the necessary background research to understand each geographical area, terrain, population density, urban-rural percentage as well as the infrastructure requirements.

The bidder shall quote the total cost for providing services as per the Scope of Work given in Volume II which shall include the cost for collection of demographic and biometric details of residents as per the requirements of the *Department of IT, Government of Uttarakhand* and UIDAI and the cost for providing other additional services specified in the Scope of Work. The total cost quoted shall be inclusive of all expenses like travel and lodging, cost of setting up enrolment centers and mobile units, cost of transferring data to CIDR / State data centre, handling and handover of resident documents to document management agency of UIDAI, taxes and duties.

### **4.1 Bid Covering Letter**

The Bidders shall submit the Technical and Financial Bid Covering Letter as given in Annexures of Volume I.

### **4.2 Bid Forms**

The Bidders shall submit the Technical and Financial Bid Form as given in Annexures of Volume I. Technical and Financial Bids which are not submitted as per the Bid Forms shall be summarily rejected. Any conditional bids shall also be summarily rejected during the evaluation of the bids.

## 5. Annexure I – Financial Bid Covering Letter (Illustrative)

(To be submitted on the Letter head of the applicant)

To,

*The Director,  
ITDA, Government of Uttarakhand,  
SIDCUL Building, 1<sup>st</sup> Floor  
29 IIE (IT Park), Sahastradhara Road,  
Dehradun, Uttarakhand - 248102*

Dear Sir,

Ref: Request for Quotation (RFQ) Notification dated 23-12-2014

1. Having examined the RFQ document, we, the undersigned, herewith submit our response to your RFQ Notification dated 23-12-2014 for Aadhaar Enrollment in Uttarakhand, in full conformity with the said RFQ document. (in case of consortium, the names of the consortium partners shall be provided here)
2. We, the undersigned, offer to provide services to Principal Secretary / Secretary, Department of IT, Government of Uttarakhand for carrying out the enrolment functions for the Aadhaar Enrollment in Uttarakhand in accordance with RFQ.
3. We have read the provisions of the RFQ document and confirm that these are acceptable to us. Hence, we are hereby submitting our Financial Bid.
4. We agree to abide by this RFQ, consisting of this letter, financial bid and all attachments, for a period of 90 days from the closing date fixed for submission of bid as stipulated in the RFQ document.
5. We hereby declare that we are interested in participating in following Schedules and have submitted the financial bids for these Schedule –

Schedule No	Interested (Y/N)
Schedule1	
Schedule2	

Schedule3	
Schedule4	

6. We would like to declare that we are not involved in any litigation with any Government in India and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
7. We hereby declare that we have not been blacklisted by any Central/ State/ UT Government.
8. We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government.
9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
10. 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”.
11. We understand that the *Department of IT, Government of Uttarakhand* is not bound to accept any bid received in response to this RFQ.
12. In case we are engaged by the Department of IT, *Government of Uttarakhand* as an EA, we shall provide any assistance/cooperation required by *Principal Secretary / Secretary, Department of IT, Government of Uttarakhand*, UIDAI appointed auditing agencies/ Performance Monitors, UIDAI officials for performing their auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
13. In case we are engaged as an EA, we agree to abide by all the terms & conditions of the Contract that will be issued by Department of IT/ITDA, Government of Uttarakhand.
14. The financial bid includes the cost of setting up and operating of \_\_\_Stationary enrolment stations and \_\_\_camp mode enrolment stations, cost of providing additional services and performing all functions as per the scope of work defined in Volume II of the RFQ (provide one statement for each Schedule).
15. The details of the work award by other Registrars for UID enrolments to our firm/ consortium are as under :

Name of Registrars	Period of Contract	No. of Enrolments awarded

Our correspondence details with regard to this RFQ are:

No.	Information	Details
1.	Name of the Contact Person	
2.	Address of the Contact Person	
3.	Name, designation and contact address of the person to whom all references shall be made regarding this RFQ	
4.	Telephone number of the Contact Person	
5.	Mobile number of the Contact Person	
6.	Fax number of the Contact Person	
7.	Email ID of the Contact Person	
8.	Corporate website URL	

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**6. Annexure II – Financial Bid Form (Illustrative)****SCHEDULE - 1**

Geographical areas proposed to be covered under Schedule - 1:

**Financial Bid for undertaking enrolment activities per successful Aadhaar Generation as per Schedule- 1:**

<b><i>District Name</i></b>	<b><i>Target Population (A)</i></b>	<b><i>Unit Cost of Enrollment (B)</i></b>	<b><i>Costs In INR (A*B)</i></b>
Uttarkashi	322548		
Tehri Garhwal	402394		
Dehradun	856206		
<b>TOTAL</b>			

Note:

- 1) Payment shall be made as per rates given in the schedule for individual district.
- 2) The total cost shall include all costs like the equipment costs, manpower costs, logistics for transfer of data to CIDR / State data centre, cost of scanning of document if implemented by UIDAI, DMS dispatch cost, vehicle costs, travel and lodging costs, taxes and duties and any other miscellaneous costs.
- 3) The Contract Value shall be equal to the TOTAL for the Schedule.

**SCHEDULE - 2**

Geographical areas covered under Schedule - 2

**Financial Bid for undertaking enrolment activities per successful Aadhaar Generation as per Schedule- 2:**

<b><i>District Name</i></b>	<b><i>Target Population (A)</i></b>	<b><i>Unit Cost of Enrollment (B)</i></b>	<b><i>Costs In INR (A*B)</i></b>
Rudraprayag	229227		
Pauri Garhwal	578784		
Haridwar	1180288		
Chamoli	376991		
<b>TOTAL</b>			

Note:

- 1) Payment shall be made as per rates given in the schedule for individual district.
- 2) The total cost shall include all costs like the equipment costs, manpower costs, logistics for transfer of data to CIDR / State data centre, cost of scanning of document if implemented by UIDAI, DMS dispatch cost, vehicle costs, travel and lodging costs, taxes and duties and any other miscellaneous costs.
- 3) The Contract Value shall be equal to the TOTAL for the Schedule.

**SCHEDULE - 3**

Geographical areas covered under Schedule - 3:

**Financial Bid for undertaking enrolment activities per successful Aadhaar Generation as per Schedule- 3:**

<b><i>District Name</i></b>	<b><i>Target Population (A)</i></b>	<b><i>Unit Cost of Enrollment (B)</i></b>	<b><i>Costs In INR (A*B)</i></b>
Nainital	702978		
Bageshwar	125016		
Almora	478331		
<b>TOTAL</b>			

Note:

- 1) Payment shall be made as per rates given in the schedule for individual district.
- 2) The total cost shall include all costs like the equipment costs, manpower costs, logistics for transfer of data to CIDR / State data centre, cost of scanning of document if implemented by UIDAI, DMS dispatch cost, vehicle costs, travel and lodging costs, taxes and duties and any other miscellaneous costs.
- 3) The Contract Value shall be equal to the TOTAL for the Schedule.



**SCHEDULE - 4**

Geographical areas covered under Schedule - 4:

**Financial Bid for undertaking enrolment activities per successful Aadhaar Generation as per Schedule- 4:**

<b><i>District Name</i></b>	<b><i>Target Population (A)</i></b>	<b><i>Unit Cost of Enrollment (B)</i></b>	<b><i>Costs In INR (A*B)</i></b>
Pithoragarh	463642		
Champawat	120277		
Udham Singh Nagar	1025067		
<b>TOTAL</b>			

Note:

- 1) Payment shall be made as per rates given in the schedule for individual district.
- 2) The total cost shall include all costs like the equipment costs, manpower costs, logistics for transfer of data to CIDR / State data centre, cost of scanning of document if implemented by UIDAI, DMS dispatch cost, vehicle costs, travel and lodging costs, taxes and duties and any other miscellaneous costs.
- 3) The Contract Value shall be equal to the TOTAL for the Schedule.

**Annexure III – Technical Bid Form (Illustrative)**

1. Name of EA .....
2. Registered Address .....
3. TIN No. ....
4. PAN No.....
5. Service Tax No.....
6. Phone No.....
7. Details of Earnest Money Deposit
 

DD No	DD Date
Amounts Rs	
Name of Bank & Branch	
8. Details of Tender Document Value
 

DD No	DD Date
Amounts Rs	
Name of Bank & Branch	
9. Notary Affidavit of the fact that firm is not in legal dispute with any Government department and not blacklisted/banned by any Govt. agency.
10. Details of Empanelment with UIDAI :
 

.....

.....
11. Previous Experiences:

Name of State where Aadhaar enrolment Work in Hand	Target Enrolments

12. Current UID Enrollment work in hand:
 

Name of state:	No. of enrollments to be done:
----------------	--------------------------------

Signature of Bidder with Seal

# **Request for Quotation (RFQ)**

## **VOLUME II – SCOPE OF WORK**

### **SELECTION OF ENROLMENT AGENCY**

**Information Technology Development Agency  
Department of IT.Government of Uttarakhand  
1<sup>st</sup> Floor, Sidcul Building  
29, 11E (IT Park) ,Sahastradhara Road  
Dehradun -248102**

**Tender Number : 001/UID/2014  
Tender Date : 23/12/14**

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## 1. SCOPE OF WORK

The scope of work of the Enrolling Agency (EA) is defined as follows:

1. Functional scope
2. Geographical scope

### 1.1 Functional scope

The functional scope of this engagement shall include all the steps from setting up an enrolment center (EC)/enrolment station (ES) for enrolment of residents for the Aadhaar Enrollment in various districts of Uttarakhand up to providing requisite MIS reports to Registrar and UIDAI on enrolments completed till the whole enrolment operation for the targeted population is completed. The functional scope shall also include the collection of demographic details as per the KYR+ data requirements of Department of IT, Government of Uttarakhand, if any. The EA shall also be responsible for delivering additional services as required by the Department of IT, Government of Uttarakhand through this RFQ.

- a) The scope of work of the Enrolling Agency (EA) includes the following:
  - i. Procure enrolment hardware, software including Biometric Devices as per UIDAI specifications; Upgrade to latest requirements as per process/technology changes from time to time
  - ii. Hire & Train Manpower for Enrolment; supervise the enrolment process at the field level to ensure that the enrolments are in accordance with prescribed processes and guidelines of UIDAI
  - iii. Enrol Operator/Supervisors; Certify, Register and Activate them at UIDAI
  - iv. Software Installation, Configuration and Registration
  - v. Setting up of EC and ES
  - vi. Set up a Help Desk at Enrolment Centre for Crowd Management and addressing Resident Grievances
  - vii. Help Create Awareness
  - viii. Capture Demographic and Biometric Data using UIDAI enrolment client
  - ix. Data Transfer to UIDAI
  - x. MIS
  - xi. Ensuring Data Privacy and Security
  - xii. Document Management as per UIDAI guidelines – (Note that Scanning of resident documents during enrolment may be made mandatory.)
- b) To understand the complete scope of work of an Enrolment Agency, refer the latest versions of the following documents available in the “Process Manuals and Guidelines” section on UIDAI website <http://www.uidai.gov.in/registrar-enrolments.html>:

- i) **EA roles and responsibilities – for activities that an EA needs to undertake during the Aadhaar Enrolment Program**
- ii) Checklist for Setting up Enrolment Centre – for hardware and software requirements and specifications at enrolment centre and station level that the EA needs to arrange/procure. Note that GPS and scanning of documents will be made mandatory by UIDAI.
- c) For Hiring and Training of Manpower, refer following documents:
  - i) Operator roles and responsibilities – for Operator hiring
  - ii) Supervisor roles and responsibilities – for Supervisor hiring
  - iii) Capability Building Framework – for training of EA personnel
- d) In addition applicants must familiarize themselves with the following documents for understanding of Aadhaar process and requirements:
  - i) Resident Enrolment Process Document
  - ii) EA Checklist for Refresh Phase
  - iii) Suspension Policy
  - iv) Data Quality and Penalty Policy
  - v) Data Protection and Security Guidelines for EA
  - vi) Process for Document Handover to DMS agency
  - vii) Update Policy
  - viii) Policy on Permanent Enrolment Centres (PECs)
  - ix) Exit and Stolen Machines Policy

UIDAI accords highest priority to quality of data and will impose penalties for Demographic and Process errors. Similarly UIDAI will also impose penalties for delay in upload of Resident Data Packets or not uploading the data packets.

EA must appraise itself and ensure compliance with the latest versions of policy /process/technology requirements and guidelines issued by UIDAI from time to time.

#### **1.1.1 Procure Biometric Devices as per UIDAI Specifications**

The enrolling agency should procure camera and biometric devices (for fingerprint and iris capture), used for capture of biometric data at the ES, which conform to UIDAI specifications and certified by UIDAI appointed agencies.

#### **1.1.2 Setting up of ES and EC**

The number of ES/ EC and the duration shall be decided by the Registrar taking into account a number of factors like population density, geographical and topographical features, accessibility etc. The Annexure III of this document provides minimum number of ES the EA is expected to set up based on

1. Population to be covered
2. Density of population and
3. Maximum distance between two enrolment stations

The Annexure III provides the number of permanent and camp mode enrolment stations to be available for enrolment operation. The exact location and catchment area of the enrolment station shall be decided by the registrar in consultation with the EA. These enrolment stations may be operational in camp mode or as permanent enrolment centre (PEC). A camp mode enrolment station in this context would mean an ES housed in a camp mode vehicle with facilities as defined in this section and shall move around in the catchment area (locality) assigned until the enrolment of the target population in the locality is completed. The detail about PEC shall be as per PEC policy framed and issued by UIDAI and available at <http://www.uidai.gov.in/registrar-enrolments.html>

The minimum facilities in the setup are as follows:

**a. Setting up of ES**

ES refers to an individual enrolment booth/enclosure inside the EC. The capture of Demographic and Biometric data is done in this Station. An ES shall be equipped with all the necessary machinery at all times which includes:

S. No	Checkpoints
<b>Mandatory Requirements</b>	
<b>A</b>	<b>Station</b>

A.1	Laptop/Desktop available USB hub for connecting biometric and other devices; (Always Check with <b>techsupport@uidai.gov.in</b> for latest requirements). For ECMP version 2.0 <ul style="list-style-type: none"> <li>• 2Ghz, Dual core CPU or later</li> <li>• 3GB RAM or higher</li> <li>• 160GB HDD</li> <li>• Dedicated USB 2.0 Port(minimum 5 ports required)</li> </ul> Note: (Windows Vista/any 64 bit Operating System is not supported)
A.2	UIDAI software installed, tested, configured and registered with CIDR as per installation and configuration manual. A new version must be installed latest within one month of release on all registered laptops. VDM installed and services for the devices are running.
A.3	Iris capturing device available(record Make & Model)
A.4	Fingerprint capturing device available(record Make & Model)
A.5	Digital Camera (Record Make & Model) must conform to UIDAI's specifications.
A.6	White back ground screen, non reflecting, opaque, ~3ft wide, and with stand, available for taking photographs
A.7	Extra monitor for residents to verify their data (15-16" with a resolution above 1024x768)
A.8	All devices necessary for enrolment must conform to UIDAI's specifications
A.9	Working of all equipment at every station tested
A.10	Memory Stick for data transfer (4 GB pen drive sufficient for 1 centre/day i.e. ~5 stations. Enrolment Centre should maintain a stock of 20 days )
A.11	Printer ( A4 laser printer; must print photo with good quality receipt)
A.12	Printer Paper( Inventory for 5 stations for 10 days ~ 20 rims)
A.13	Antivirus / Anti Spyware checks
A.14	Data Card /Internet connectivity for Enrolment Client. Client synch is mandatory at least once in 10 days.
A.15	All Operators and Supervisors enrolled into AADHAAR, registered with CIDR, Certified and Activated
A.16	All Operators, Supervisors and Introducers on boarded into Aadhaar client for local authentication.
A.17	The pre-enrolment data from the Registrars, if used, is available for import on laptops
A.18	If Registrar has additional fields to be captured , then the KYR+ software for capturing the KYR+ fields is configured and tested
A.19	Sponge for wetting and hand-cleaning cloth available
A.20	GPS Receiver as per UIDAI specs
A.21	Hardware keys for ES for security reason (may be prescribed by UIDAI later)
A.22	Scanner for scanning documents during enrolment, where scanning is being used (pre-scanned documents can also be attached)



**b. Setting up of EC**

EC refers to the premises located in the area where the enrolment is being carried out. The location for the EC and number of ES per center shall be determined by the EA and approved by the Registrar. The enrolment plan and schedule for the center shall be prepared by the EA and shared with the registrar. One EC can host a single or multiple ES. Following are the specifications for an enrolment center.

<b>B</b>	<b>Centre</b>
B.1	Backup power supply (generator) of 2 KVA capacity for every five ES kept in a centre
B.2	Fuel to run the generators
B.3	Printed Aadhaar Enrolment/Correction Forms available in sufficient numbers at centre / pre-distributed.
B.4	Bubble packed, water resistant, envelopes (CD mailer) for transferring pen drives/ hard disks to CIDR (whenever required )
B.5	Download and install latest version of Aadhaar SFTP client if using online mode for data transfer to CIDR. All packets need to be uploaded within 20 days of enrolment. The enrolment client will freeze if packet pending for uploads exceed 1000 on the station.
B.6	Photocopier for xerox of resident's PoI,PoA documents(or provisions as per contract)
B.7	Data Backup of each station at least twice a day on an external hard disk (backup should be maintained for a minimum period of 60 days).
B.8	Adequate lighting, fans & power points for plugging various biometric devices available
B.9	Local authorities informed of enrolment schedule
B.10	Introducers informed of enrolment schedule
B.11	Banner for the EC placed at entrance
B.12	Posters depicting enrolment process in English & the local language present in visible places
B.13	Grievance handling Helpline Number and other important numbers displayed prominently inside/outside the EC
B.14	The User Manual of the software available for ready reference & operators aware of the same
B.15	Ink pad for taking thumb impressions on consent where resident/introducer is unable to sign
B.16	External Hard disk for taking backup
B.17	Mobile phone/ Land phone/Internet available for immediate communication with UIDAI /Registrars etc

Other Requirements at EC are listed as below:

Desired	
<b>C</b>	<b>Other Logistics</b>
C.1	Extension box for Power Cord
C.2	Water, soap and towel for cleaning hands
C.3	Drinking water facility available
C.4	Sufficient number of tables and chairs for enrolment station operators
C.5	Chairs/benches available in shade for waiting enrollees
C.6	Hall / room spacious & furniture organized to minimize movement of enrollee while capturing biometric information
C.7	At least one station is suitable for physically challenged, pregnant women, women with infants and elderly enrollees. This station is clearly marked with a visible banner. EC is preferably setup in ground floor.
C.8	Carry cases for all devices available
C.9	Material for cleaning biometric instruments and laptops as specified by device manufacturers
C.10	A separate enclosure to enroll “purdah-nasheen” women available
C.11	Sufficient no. of operators available for job rotation & preventing operator fatigue
C.12	Lady operators / volunteers to assist women enrollees
C.13	Security arrangement in place to stop enrollees from carrying bags / suitcases or any other material into the enrolment centers
C.14	A ramp is provided for disabled and old age people; It is recommended that the centre should be setup in the ground floor of the building
C.15	First aid kit available
C.16	ORS kit available for areas in extreme heat conditions
<b>D</b>	<b>EC - Health &amp; Safety Considerations</b>
D.1	All the electrical equipment are properly earthed
D.2	All wiring on the floor or along the walls properly insulated
D.3	Wiring required for the generator backup and for connecting the various devices used for enrolment neatly organized
D.4	Fuel for generator or any other inflammable material stored away from the enrolment area
D.5	Fire safety equipment available handy
D.6	Power generator kept sufficiently away from the ES
D.7	Local Emergency Help numbers available at the center & operators aware of the same

- i. An EC shall be manned by a supervisor and technical personnel in addition to the operators at the enrolling stations. A ratio of 5:1 operators to supervisors as well as operators to technical staff subject to a minimum of one supervisor per one EC should be maintained by the EA.

- ii. The premises of the EC are expected to be provided by the Government authorities wherever available. However the EA shall ensure required infrastructure like connectivity, power (if not already available) etc. with the help of the local body authorities. In cases where such facilities are not available, the EA shall be responsible for providing alternate arrangements like power generator etc.
- iii. An area in the EC shall be clearly demarcated for enrollees waiting to be enrolled and facilities for seating should be provided.
- iv. In case of camp mode enrolment centers/stations also, the decision on frequency/period of availability shall be decided by the Registrar based on density of population, geographical terrain etc.
- v. Key figures on the ES/EA are provided separately in Annexure III of this document.
- vi. In the event the Registrar is of opinion that enrolment to be carried out in a territory more difficult than usual in such an instance registrar reserve the right to extend additional support to EA by way of Logistics and Other resources to enable the enrolment as per discretion of Registrar.

### **1.1.3 Hire & Train Manpower for Enrolment**

#### **Hiring Manpower:**

The EA shall hire manpower to operate the ES/EC as per the guidelines prescribed by UIDAI.

1. Operator: An Operator is employed by an EA to execute enrolment at the ES.  
To qualify for this role, person should satisfy the following criteria:
  - a. The person should be of age 18 years and above.
  - b. The person shall be minimum 10+2 pass.
  - c. The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.

Before starting work as an Operator:

- a. The Operator should have been enrolled for Aadhaar and his/her Aadhaar number should have been generated.

- b. The Operator should have undergone training on the process of UID Enrolment and various equipment and devices used during Aadhaar enrolment. Organizing this training is the responsibility of the EA.
- c. The Operator should have obtained certificate from a testing and certifying agency authorized by UIDAI.
- d. The Operator should have been activated, in accordance with UIDAI guidelines, prior to commencing enrolments. The EA is required to have a unique Operator ID for each, to activate them.

2. Supervisor: A Supervisor is employed by an EA to operate and manage EC. It is mandatory to have one Supervisor at each EC. To qualify for this role, the person should satisfy the following criteria:

- a. The person should be of age 18 years and above.
- b. The person shall be 10+2 pass and should preferably be a graduate
- c. The person should have a good understanding and experience of using a computer
- d. The person should preferably have prior experience of working in Aadhaar Enrolment program

Before starting work as a Supervisor:

- a. The Supervisor should have been enrolled for Aadhaar and his/her Aadhaar number should have been generated.
- b. The Supervisor should have undergone training on the process of UID Enrolment and various equipment and devices used during Aadhaar enrolment.
- c. The Supervisor should have obtained certificate from a testing and certification agency appointed by UIDAI.
- d. The Supervisor should have been activated in accordance with UIDAI guidelines prior to commencing enrolments. The EA is required to have a unique ID for each, to activate them.

3. Technical personnel: The EA shall hire Technical personnel to provide technical support during enrolment at the EC.

4. Induction training: After hiring the personnel as described above, the EA should impart induction training on the various activities involved in the enrolment process to enable them to understand and adjust to the local situation. The induction training is to be given just before actual deployment of the personnel for enrolment operations. The period of induction training shall be from 10 to 15 days.

### **Training of Manpower:**

The EA shall identify resources to employ in the Enrolment operations, get them trained and certified and then deploy them on the ES. UIDAI shall empanel training institutes to impart training in UIDAI prescribed enrolment operations. EAs may opt for engaging specialized training agencies (only those who have been empanelled with UIDAI) for providing training to its enrollment personnel. However the enrolling agencies may also train their own manpower subject to certain conditions as prescribed below.

1. The training schedule and content shall be as prescribed by UIDAI on its website.
2. The EA may prefer to have master trainers onboard. Master trainers shall be identified by the EA from its pool of trainers and get them trained by UIDAI/ its representative as per its schedule. Master trainers shall train the trainers.
3. The EA shall have the requisite number of trainers for training its personnel. Trainers have to be trained by the Master trainers and should have passed the certification exam.
4. The training and enrolment operations shall be separate activities.
5. Duration of the training will vary depending on the category/ level of the participant and shall be prescribed by UIDAI on its website.
6. The EA providing in house training shall translate the training material into local language and hand it over to the course participants.
7. The EA shall ensure the availability of the requisite infrastructure for imparting training which shall include:
  - a. Availability of at least two sets of the ES for training purposes
  - b. Certified trainers
8. The size of a batch for training shall not exceed 40 per batch.
9. The training schedule and contents for training shall be defined by UIDAI/its representative.
10. The manpower trained by the EA/Empanelled training agency shall be considered qualified only after passing the Certifying test conducted by a Testing and Certifying Agency authorized by UIDAI. Therefore the agency shall coordinate with the testing agency for testing and certifying its trainees.
11. The agency shall be subject to process audits for training from time to time by UIDAI/ its representative.

Indicative training modules and duration is provided in Annexure III B of this document. Alternatively an individual can undergo self training based on the content provided on the UIDAI website and attend the certification test. Upon successful certification the individual is deemed competent to perform in the role he is certified and can be hired by the EA for enrolment operations.

#### **1.1.4 Conduct Enrolment Operations as per Standard Processes**

Prior to the commencement of the Enrolment operations the EA shall work closely with the local governing bodies, key introducers in publicizing the UID, its importance and schedule for UID registration in that location. During the enrolment operation also publicity and awareness shall be done in coordination with the local authorities to encourage enrolments. All content and material for such publicity will be jointly worked by UIDAI/Registrar and shall conform to specifications laid down by UIDAI.

The EA would use the software provided by the UIDAI/Registrar for the collection of demographic data and the biometric data. The software will be supported by a User Manual. The Registrar will provide pre enrolled data to agencies, if available.

UIDAI has defined clear-cut standard processes for Aadhaar enrolment which are published on UIDAI website and referred to in Annexure I.

### **1.1.5 Send Enrolment Data to UIDAI and Registrar**

The enrollment data must be uploaded through SFTP client of UIDAI within the prescribed time limit notified from time to time. The registrar's packet of enrollment data must also be transferred on the same day.

The UIDAI has issued separate instructions on capture, storage and handing over of documents i.e. Consent Slip, Enrollment Form, PoI, PoA and POR documents to DMS agency. The instructions are available on website <http://uidai.gov.in>. The selected EA has to ensure adherence to these instructions.

UIDAI may mandate GPS and scanning of resident document in future. UIDAI may further revise the DMS process in future.

### **1.1.6 Additional Services to be provided by the Enrolment Agency**

- Help filling the enrolment forms for the illiterate.
- Photo-copying of POI and POA of enrollee, if needed, should be done free of cost. As and when Scanning policy comes in place, EA will have follow the same and/or adhere to any other UIDAI prescribed process for DMS.
- Establishment of EC, second-time for mop-up Enrolment.
- Development of software to capture KYR+ data.
- The operator should mandatorily ask from resident for consent for sharing data for availing various welfare schemes of Government.
- The operator should mandatorily ask from resident about his/her mobile number & Email and whenever provided enter this detail.

### **1.1.7 Privacy & Security**

EAs are responsible to make sure that the data is kept in a very secure and confidential manner and under no circumstances, shall they either use the data themselves or part with the data to any other agency other than the UIDAI and / or Registrar in case of KYR+ data. Mechanisms to ensure the same have to be put in place by the Enrolling agency and shall be subject to audit by UIDAI/Registrar /their representative from time to time.

**1.1.8 Provide Electronic MIS Reports on Enrolment Status**

*<Registrar shall provide templates for MIS reports to be submitted by the EA to the Registrar and also prescribe frequency of such reports, authority to which the reports need to be submitted etc.>*

Operator shall send enrollment statistics on enrolment status to Registrar /UIDAI on a regular basis. The formats and contents of the MIS reports shall be decided by the UIDAI/Registrar and will be communicated to selected agencies.

**1.2 Geographical Scope**

The geographical scope of work for enrolment operations shall include the following areas that shall be catered to by the Enrolment agency by setting up permanent/ camp mode enrolment stations as specified in Annexure III of Volume II. The geographical locations/area and the target population for that geographical location/area to be catered to by the EA is as follows:

Sl. No.	Schedule No	Name of District	Target approx. Population
1	Schedule1	Uttarkashi	322548
		Tehri Garhwal	402394
		Dehradun	856206
2	Schedule2	Rudraprayag	229227
		Pauri Garhwal	578784
		Haridwar	1180288
		Chamoli	376991
3	Schedule3	Nainital	702978
		Bageshwar	125016
		Almora	478331
4	Schedule4	Pithoragarh	463642
		Champawat	120277
		Udham Singh Nagar	1025067
		Grand Total	6861749

\* State is divided into 4 schedules. Each Schedule is a group of districts grouped based on combination of hilly and plain areas



## 1.3 Service Levels (Illustrative)

Sl. No.	Performance Indicator	Service Level Metric	Penalty on breach of service level (imposed monthly)
<b>Service Level Metrics and Penalties as per policy of UIDAI</b>			
1	Penalty for Process Violation, data quality and Delay in upload of enrolment packet to UIDAI	As per policy framed, issued and modified by UIDAI from time to time. Any change in policy made subsequent to signing of the contracts shall also be applicable automatically.	As per policy framed, issued and modified by UIDAI from time to time. Any change in policy made subsequent to signing of the contracts shall also be applicable automatically.
<b>Registrar level Service Level Metrics and Penalties</b>			
1	Submission of MIS	Every day during the project period (the purchaser reserves the right to modify the method and periodicity of MIS during contract period)	Rs 10000 per schedule
2	Delay in submission of documents to DMS agency as per UIDAI standards.	Total duration of the project	The payment will be withheld on prorated basis in respect of which Documents not submitted or holds resolved
3	Non-collection/non-submission or non-resolution of holds of documents to DMS agency.	Total duration of the project	The payment will be withheld on prorated basis in respect of which Documents not submitted or holds

			resolved
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### **Capping on penalty**

- The capping on account of Service Level Metrics and Penalties as per policy of UIDAI shall be 5% of the contract value.
- The capping on account of Registrar level Service Level Metrics and Penalties shall be 5% of the contract value.
- There shall be 10% overall capping on account of Registrar level Service Level Metrics and Penalties on monthly payment.
- There shall be overall 10% capping on account of Registrar level Service Level Metrics and Penalties of the contract value during the contract period.

### **1.4 Roles and Responsibilities**

Roles and Responsibilities of Registrar, EA and their personnel like Introducers, Verifiers, Operators and Supervisors are defined with respect to Aadhaar processes and the latest versions of these documents are available in the “Process Manuals and Guidelines” section on UIDAI website <http://www.uidai.gov.in/registrar-enrolments.html>

- Roles and responsibilities
- Resident Enrolment Process Document

### **1.5 Timelines**

Following is the timeline for completion of enrollment:

Note - ‘T’ is the date of signing of contract in the table below.

Sl. No.	Schedule No and Geographical Area	Target Population	Start Date of Enrolment	Target Date for completion of 60% of Target	End Date of Enrolment
1	Schedule 1 (Uttarkashi)	322548	T	T+100 days	30th June 2015
2	Schedule 1 (Tehri Garhwal)	402394	T	T+100 days	30th June 2015
3	Schedule 1 (Dehradun)	856206	T	T+100 days	30th June 2015
4	Schedule 2 (Rudraprayag)	229227	T	T+100 days	30th June 2015

5	Schedule 2 (Pauri Garhwal)	578784	T	T+100 days	30th June 2015
6	Schedule 2 (Haridwar)	1180288	T	T+100 days	30th June 2015
7	Schedule 2 (Chamoli)	376991	T	T+100 days	30th June 2015
8	Schedule 3 (Bageshwar)	125016	T	T+100 days	30th June 2015
9	Schedule 3 (Nainital)	702978	T	T+100 days	30th June 2015
10	Schedule 3 (Almora)	478331	T	T+100 days	30th June 2015
11	Schedule 4 (Champawat)	120277	T	T+100 days	30th June 2015
12	Schedule 4 (Pithoragarh)	463642	T	T+100 days	30th June 2015
13	Schedule 4 (US Nagar)	1025067	T	T+100 days	30th June 2015

The EA is expected and mandated that he covers each district with in the schedule equally. Aadhar generation variation of districts within the schedule has to be less than  $\pm 7\%$  on monthly basis. In case of variance more than that, count of Aadhar generated which shall be considered eligible for monthly payments will be of the lowest productive district for all the districts of the schedule.

Variance calculation will be based on “% of uncovered population” instead of absolute nos.

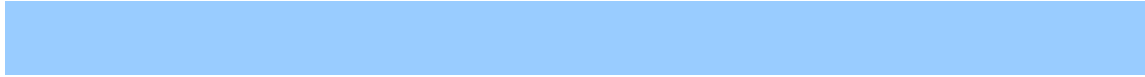
#### 1.6 Payment to the EA

Outcome based payments shall be made to the EA by the Registrar on a monthly basis based on the number of enrolments completed (Aadhaar Generated) and coverage of the scope of work. This payment shall be subject to adherence to the Service Level Agreements. Therefore 90% of payment due will be made on monthly basis and balance 10% will be made on adherence of Service Level Agreements and compliance of all terms of contract.

The Registrar shall release 90 % of the amount payable within 14 working days of receipt of payment from the UIDAI. This amount would be transferred electronically to the bank account of the EA.

The balance 10% shall be transferred electronically to the designated bank account of the EA

after taking into account net deductions if any, on account of SLAs as set by the UIDAI or the Registrar not being met. This balance amount shall normally be released within 45 working days of the payment being released by the UIDAI to the Registrar.



## **2. Annexure I – Guidelines for Enrolment**

For guidelines pertaining to Resident Enrolment for Aadhaar refer the latest versions of the following documents available in the “Process Manuals and Guidelines” section on UIDAI website <http://www.uidai.gov.in/registrar-enrolments.html>

- iii) Resident Enrolment Process Document
- iv) EA roles and responsibilities – for activities that an EA needs to undertake during the Aadhaar Enrolment Program
- v) EA Checklist for Refresh Phase
- vi) Checklist for Setting up EC – for hardware and software requirements and their specifications at EC and ES level that the EA needs to arrange/procure. Note that GPS and scanning of documents will be made mandatory by UIDAI.
- vii) Operator roles and responsibilities – for Operator hiring
- viii) Supervisor roles and responsibilities -for Supervisor hiring
- ix) Capability Building Framework – for training of EA personnel
- x) Suspension Policy
- xi) Data Quality and Penalty Policy
- xii) Data Protection and Security Guidelines for EA
- xiii) Process for Document Handover to DMS agency
- xiv) Update Policy
- xv) Policy on PEC
- xvi) Stolen Machines Policy
- xvii) Exit Policy

## **3. Annexure II – Specification and Formats for capture of KYR+ Information**

NIL

#### 4. Annexure III – Indicative Number of EC & Training Requirements

##### A. Indicative Number of ES and EC based on Population to be covered are as under:

Schedule	Name of District	Balance. Population	Enrolment Station		
			Permanent *	Camp Mode **	Total
1	Uttarkashi	322548	13	28	41
	Tehri Garhwal	402394	16	36	52
	Dehradun	856206	11	122	133
2	Rudraprayag	229227	6	28	34
	Pauri Garhwal	578784	25	48	73
	Haridwar	1180288	9	180	189
	Chamoli	376991	15	34	49
3	Nainital	702978	16	86	102
	Bageshwar	125016	7	8	15
	Almora	478331	20	40	60
4	Champawat	120277	8	4	12
	Udham Singh Nagar	1025067	14	144	158
	Pithoragarh	463642	14	50	64
	<b>Grand Total</b>	<b>6861749</b>	<b>174</b>	<b>808</b>	<b>982</b>

Sl. No	Item	Number
1	Total Number of Permanent Enrolment Stations	174
2	Total Number of Camp mode Enrolment Stations	808
3	Total Number of Station	982

\* Permanent Enrolment Stations: Refers to ES which are set up at a fixed location i.e. Block office/Tehsil as per UIDAI policy on PECs. Contract for setup of Permanent Enrollment Centers may be extended for a period of 1-2 year as per the revised target of Govt. of India and as per the discretion of the Registrar

\*\* Camp mode Enrolment Stations: Refers to enrolment station moving at village/panchayats/wards etc. for resident enrollment.

##### B. Indicative Training Design Structure - details of training modules & their duration (in days)

Module Name & course Duration	Master Trainer	Enrolment Operator	Supervisor	Technical Support	Registrar Representative
UIDAI Overview	0.5	0.5	0.5	0.5	1
Introduction to UIDAI enrolment process	0.5	1	1	0.5	
Basics on Hardware devices (Biometric, camera, PC etc)	0.5	0.5	0.5	0.5	0.5
Working with the bio metric devices	0.5	1	1	0.5	
UID Client Application Software	1.5	2	2	2	0.5
Trouble Shooting on UID Client Application Software and Biometric devices	0.5	0.5	0.5	1	
Setting up an Enrollment center	0.5	---	1	1.5	
Enrollment Centre Management	0.5	---	0.5	0.5	0.5
Exception Handling	0.5	1	1	0.5	
Soft Skills - Interaction with Residents / Senior Residents, Grievance handling,, Crowd handling etc	1	1.5	1.5	0.5	0.5
Training Delivery Techniques	1.5	---	---	---	
<b>Total</b>	<b>8</b>	<b>8</b>	<b>9.5</b>	<b>8</b>	<b>3</b>

# **Request for Quotation (RFQ)**

## **VOLUME III - STANDARD CONTRACT**

### **SELECTION OF ENROLMENT AGENCY**

**Information Technology Development Agency  
Department of IT.Government of Uttarakhand  
1<sup>st</sup> Floor, Sidcul Building  
29, 11E (IT Park) ,Sahastradhara Road  
Dehradun - 248102**

**Tender Number : 001/UID/2014**

**Tender Date : 23/12/14**



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## 1.1 Contract Form

THIS AGREEMENT is made on this \_\_\_\_\_ (eg. 3<sup>rd</sup>) day of \_\_\_\_\_ (eg. February), \_\_\_\_\_ (eg. 2014), between \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ (hereinafter called “the Purchaser”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and

\_\_\_\_\_ of \_\_\_\_\_ (hereinafter called “the Supplier”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

*[Note: If the Supplier consists of more than one entity, the above should be partially amended to read as follows: “...(, of the one part) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Purchaser for all the Supplier’s obligations under this Contract, namely, [name of Supplier] and [name of Supplier] (hereinafter called the “Supplier”).]*

WHEREAS the Purchaser had invited bids for certain Services, viz., \_\_\_\_\_ (eg. \_\_\_\_\_ Name of bid) vide their bid document number \_\_\_\_\_, dated \_\_\_\_\_

AND WHEREAS various applications were received pursuant to the said bid

AND WHEREAS the Purchaser has accepted a Bid by the Supplier for the supply of those Services in the sum of \_\_\_\_\_ (hereinafter “the Contract Price”).

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement.

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, viz.:
  - a) The General Conditions of Contract;
  - b) The Special Conditions of Contract;
  - c) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]:*
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Total Cost of Services
    - Appendix D: Duties of the Purchaser
    - Appendix E: Form of Bank Guarantee Bond

3. The mutual rights and obligations of the Purchaser and the Supplier shall be as set forth in the Contract, in particular:

- a) the Supplier shall carry out the Services in accordance with the provisions of the Contract; and
- b) the Purchaser shall make payments to the Supplier 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 Supplier]*

\_\_\_\_\_  
*[Authorized Representative]*

**[Note:** *If the Supplier consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the *Supplier*

*[Name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

## 1.2 General Conditions of Contract

### 1. GENERAL PROVISIONS

<b>1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>(a) “Applicable Law” means the laws and any other instruments having the force of law in India.</li> <li>(b) “Purchaser” means the entity purchasing the services under this Contract</li> <li>(c) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein</li> <li>(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 6, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract</li> <li>(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.</li> <li>(f) “Enrolling Agency/ Enrolment Agency” means– the agency appointed by the Registrar for collection of the demographic and biometric data in the location assigned by the Registrar.</li> <li>(g) “GC” means these General Conditions of Contract.</li> <li>(h) “Government” means the Government of India.</li> <li>(i) “Registrar” means the Agency of the Central or State Government or Local Government comprising the elected rural and urban local bodies Constitutional/ statutory Village Councils or a recognized Non-Governmental Organization with whom the UIDAI has entered into a Memorandum of Understanding for covering issues related to the implementation of the UID Project. The Registrar is the Purchaser of the services under this Contract.</li> <li>(j) “Supplier” means any private or public entity that will provide the Services to the Purchaser under the Contract. The Supplier is the Enrolling Agency whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement</li> </ul>
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	<p>(k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.</p> <p>(l) “Party” means the Purchaser or the Supplier, as the case may be, and “Parties” means both of them.</p> <p>(m) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>(o) “Services” means the work to be performed by the Supplier pursuant to this Contract, as described in Appendix A hereto.</p> <p>(p) “Bidder” means the entity bidding for the services under the Contract.</p> <p>(q) “Resident” means normal resident of India</p> <p>(r) “UIDAI” means Unique Identification Authority of India</p> <p>(s) “In writing” means communicated in written form with proof of receipt.</p>
<b>1.2 Relationship Between the Parties</b>	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 Supplier. The Supplier, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
<b>1.3 Law Governing Contract</b>	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
<b>1.4 Language</b>	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.
<b>1.5 Notices</b>	
<b>1.5.1</b>	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 SC.
<b>1.5.2</b>	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 SC.
<b>1.6 Location</b>	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Purchaser may approve.
<b>1.7 Authorized Representatives</b>	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 officials specified in the SC.
<b>1.8 Taxes and Duties</b>	The Supplier and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India
<b>1.9 Fraud and Corruption</b>	
<b>1.9.1 Definitions</b>	<p>It is the Purchaser's policy to require that the Purchaser as well as Suppliers observe the highest standard of ethics during the selection and execution of such contracts. The Purchaser also requires that the Supplier does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. 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> <p>(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;</p> <p>(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition</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>

	(v) “unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;
<b>1.9.2 Measures to be taken by the Purchaser</b>	<p>(a) The Purchaser may terminate the contract if it determines at any time that representatives of the Supplier were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Supplier having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;</p> <p>(b) The Purchaser may also sanction against the Supplier, including declaring the Supplier ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Supplier 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>
<b>1.9.3 Commissions and Fees</b>	a) Purchaser will require the successful Supplier 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.
<b>1.10 Interpretation</b>	<p>In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract;</p> <p>(b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;</p> <p>(c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which</p>

	<p>have corresponding meanings;</p> <p>(i) in the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail</p>
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## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

<b>2.1 Effectiveness of Contract</b>	This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SCC. The date the Contract comes into effect is defined as the Effective Date.
<b>2.2 Termination of Contract for Failure to Become Effective</b>	
<b>2.2 a Termination of Contract for Failure to Become Effective</b>	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
<b>2.2 b Termination of Contract subject to necessary approvals</b>	<p>"Notwithstanding the duration of the contract stated in GC 2.4, the Registrar, without prejudice or liability, reserves the right to terminate the contract for the time period beyond <b>March 31, 2015</b> in the event necessary approvals for continuation of enrolment are not available to the Registrar</p> <p>In case of termination as per this clause, all payments due to the Supplier for the period ending <b>March 31, 2015</b> shall be made by the Purchaser.</p>
<b>2.3 Commencement of Services</b>	The Supplier shall begin carrying out the Services not later than 30 days after the Effective Date specified in the SC.
<b>2.4 Expiration of Contract</b>	Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
<b>2.5 Entire Agreement</b>	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.
<b>2.6 Modifications or Variations</b>	<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>
<b>2.7 Force Majeure</b>	
<b>2.7.1 Definition</b>	<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 (i) any event which is caused by the negligence or intentional action of a Party 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> <p>(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
<b>2.7.2 No Breach of Contract</b>	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
<b>2.7.3 Measures to be Taken</b>	(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.

	<p>(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.</p> <p>(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.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier, upon instructions by the Purchaser, shall either:</p> <p>(i) Demobilize,; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Supplier shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.</p> <p>(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 GC 8.</p>
<b>2.8 Suspension</b>	<p>The Purchaser may, by written notice of suspension to the Supplier, suspend all payments to the Supplier hereunder if the Supplier fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Supplier to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Supplier of such notice of suspension.</p>
<b>2.9 Termination</b>	
<b>2.9.1 By the Purchaser</b>	<p>The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this Clause GC 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (l).</p> <p>(a) If the Supplier 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.</p> <p>(b) If the Supplier becomes (or, if the Supplier consists of more than</p>

	<p>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.</p> <p>(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the Supplier are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Supplier submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</p> <p>(f) If the Supplier places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>(g) If the Supplier fails to provide the quality services as envisaged under this Contract. The Registrar / UIDAI may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Registrar / UIDAI may decide to give one chance to the Supplier to improve the quality of the services.</p> <p>h) If the Supplier has been blacklisted by the UIDAI or disqualified for any reason including for no longer meeting the empanelment criteria laid down by the UIDAI based on which the Supplier was empanelled as an enrolling agency.</p> <p>(i) If the Supplier fails to fulfill its obligations under Clause G.C 3.3 hereof.</p> <p>(j) If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(k) In the event of Supplier found :</p> <ol style="list-style-type: none"> <li>1. Submission of false particulars/fake documents for securing empanelment.</li> <li>2. Information provided to UIDAI is found to be incorrect.</li> </ol>
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	<ol style="list-style-type: none"> <li>3. Evidence of Sub-contracting of enrolment work</li> <li>4. Empanelment conditions are not met within the specified time period.</li> <li>5. Applicant becomes insolvent, bankrupt; resolution is passed for the winding up of the applicant's organization.</li> <li>6. Significant changes to the organization leading to change of management, or in the course being conducted, are not notified to UIDAI.</li> <li>7. Non co-operation during audits/inspections by UIDAI/Registrars/auditing agencies empanelled/appointed by these.</li> <li>8. Conditions arising from audits are not met within the specified time period.</li> <li>9. Misleading claims about the empanelment status are made.</li> <li>10. Clear evidence is received that empanelled agency is in breach of copyright.</li> <li>11. Non-adherence to the UIDAI enrolment processes and guidelines, which includes use of latest enrolment client version, timely client sync and upload of resident data packets.</li> <li>12. Not uploading correct enrolment center details.</li> <li>13. Poor quality of biometrics and demographics data.</li> <li>14. Poor performance reports/Complaints received against the Enrolment Agency.</li> <li>15. Usage of biometric devices which are not approved by UIDAI.</li> <li>16. Deploying Enrolment Operators/supervisors who either do not have their Aadhaar generated and/or are uncertified and /or inactive as per UIDAI activation protocols.</li> <li>17. Mismanagement of the enrolment centers. Poor performance reports from performance monitors.</li> <li>18. Not maintaining the confidentiality of the documents, data collected or any other violation of UIDAI data security guidelines for Enrolment Agencies.</li> <li>19. Non-provision of necessary infrastructure at the enrolment centers.</li> <li>20. Undertaking enrolment operations at locations without valid agreement /approval of the Registrar</li> <li>21. Soliciting information outside the scope of work</li> </ol>
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	<p>22. Any other reasons deemed fit by UIDAI/ Registrar</p> <p>l) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>m) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar services. However, the Supplier shall continue performance of the Contract to the extent not terminated</p>
<b>2.9.2 By the Supplier</b>	<p>The Suppliers may terminate this Contract, by not less than thirty (30) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:</p> <p>(a) If the Purchaser fails to pay any money due to the Supplier pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Supplier that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(d) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Supplier may have subsequently approved in writing) following the receipt by the Purchaser of the Supplier's notice specifying such breach.</p>
<b>2.9.3 Cessation of Rights and Obligations</b>	<p>Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Supplier's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.5 hereof, and (iv) any right which a Party may have under the Law.</p>

<b>2.9.4 Cessation of Services</b>	Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Supplier shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Supplier and equipment and materials furnished by the Purchaser, the Supplier shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.
<b>2.9.5 Payment upon Termination</b>	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Purchaser shall make the following payments to the Supplier:</p> <p>(a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (g), (i), k(2) to K(22) and l or 2.9.2, remuneration pursuant to Clause GC 6.3(c), (i) hereof for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c), (e), (f), (h), (j). and k(1), the Supplier shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Meruit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Supplier will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.</p>
<b>2.9.6 Disputes about Events of Termination:</b>	If either Party disputes whether an event specified in paragraphs (a) through (t) of Clause GC 2.9.1 or in Clause GC 2.9.2 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 GC 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.
<b>2.10 Extension of Contract</b>	The contract shall be extended for a period as required by the Purchaser based on mutual agreement. The rates used for the calculation of the 'Total Cost of Services' as given in Appendix C shall be effective for such extension.

### 3. OBLIGATIONS OF THE SUPPLIER

<b>3.1 General</b>	
<b>3.1.1 Standard of Performance</b>	The Supplier 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 Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.
<b>3.2 Suppliers Not to Benefit from Commissions, Discounts, etc.</b>	<p>a) The payment of the Supplier pursuant to Clause GC 6 shall constitute the Supplier's only payment in connection with this Contract or the Services, and the Supplier 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 Supplier shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.</p> <p>(b) Furthermore, if the Supplier, as part of the Services, has the responsibility of advising the Purchaser on the procurement of goods, works or services, the Supplier 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 Supplier in the exercise of such procurement responsibility shall be for the account of the Purchaser.</p>
<b>3.3 Prohibition of Conflicting Activities</b>	The Supplier shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
	a)The Supplier shall keep safe, secure and confidential and protect from unauthorized access, loss or damage all demographic information, biometric information and all documents, data and information of any nature collected in the course of enrolment of a resident.
	b)The Supplier shall not store, copy, publish, print, interfere, tamper with or manipulate the information collected in the course of enrollment for aadhaar,
	c) The Supplier shall not give access to the information or data collected in the course of enrolment to any person who is not authorized to handle the information or data. Information should only

	be given to personnel authorized by the Purchaser and only transmitted in the manner prescribed by the Registrar /UIDAI.
<b>3.4 General Confidentiality</b>	Except with the prior written consent of the Purchaser, the Supplier 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 Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
<b>3.5 Insurance to be Taken Out by the Supplier</b>	The Supplier (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.
<b>3.6 Accounting, Inspection and Auditing</b>	<p>(a) The Supplier (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in 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 (ii) shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be.</p> <p>(b) The Purchaser shall have the right to carry out inspection checks, audits of the Supplier's premises and/ or locations, facilities, or point of delivery of services performed under this contract.</p> <p>(c) The Purchaser shall have the right to carry out scheduled/ unscheduled visits to any of the locations, enrolment centres manned by the Supplier and oversee the processes and operations of the Supplier</p>
<b>3.7 Sub-contracting</b>	The Supplier shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract. In case the supplier is found engaged in subcontracting any part of its obligations, duties, or responsibilities, the contract is liable to be terminated and Performance Guarantee shall be forfeited.
<b>3.8 Reporting Obligations</b>	(a) The Supplier shall submit to the Purchaser the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.



<b>3.9 Rights of Use</b>	(a) All rights of use of any process, product, service, or data developed, generated, or collected, or any other task performed by the Supplier under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Supplier shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.
<b>3.10 Equipment, Vehicles and Materials Furnished by the Purchaser</b>	Equipment, vehicles and materials made available to the Supplier by the Purchaser, or purchased by the Supplier wholly or partly with funds provided by the Purchaser, shall be the property of the Purchaser and shall be marked accordingly. Upon termination or expiration of this Contract, the Supplier shall make available to the Purchaser an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Purchaser's instructions. While in possession of such equipment, vehicles and materials, the Supplier, unless otherwise instructed by the Purchaser in writing, shall insure them at the expense of the Purchaser in an amount equal to their full replacement value.
<b>3.11 Equipment &amp; Materials Provided by the Suppliers</b>	Equipment or materials brought into India by the Supplier and the Personnel and used either for the Project or personal use shall remain the property of the Supplier or the Personnel concerned, as applicable.
<b>3.12 Intellectual Property Rights (IPR)</b>	(a) The intellectual property rights to all the outputs, deliverables, data, reports developed during the execution of this Contract shall remain sole property of the Purchaser
<b>3.13 Assignment</b>	The Supplier shall not assign, in whole or in part, their obligations under this Contract

#### 4. SUPPLIER'S PERSONNEL

<b>4.1 General</b>	The Supplier shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.
<b>4.2 Project Manager</b>	If required by the SC, the Supplier shall ensure that at all times during the Supplier's performance of the Services a project manager, acceptable to the Purchaser, shall take charge of the performance of such Services.

#### 5. OBLIGATIONS OF THE PURCHASER

<b>5.1 Assistance</b>	Unless otherwise specified in the SC, the Purchaser shall use its best
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<b>and Exemptions</b>	<p>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 Supplier and Personnel any such other assistance as may be specified in the SC.</p> <p>(c) Other assistance/ exemption as specified in SC 5.1 (c)</p>
<b>5.2 Change in the Applicable Law Related to Taxes and Duties</b>	<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 Supplier 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 Supplier in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Supplier under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).</p>
<b>5.3 Services, Facilities and Property of the Purchaser</b>	<p>(a) The Purchaser shall make available to the Supplier and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix.</p> <p>(b) In case that such services, facilities and property shall not be made available to the Supplier as and when specified in Appendix D, the Parties shall agree on any time extension that it may be appropriate to grant to the Supplier for the performance of the Services .</p>
<b>5.4 Payment</b>	<p>In consideration of the Services performed by Supplier under this Contract, the Purchaser shall make to the Supplier such payments and in such manner as is provided by Clause GC 6 of this Contract.</p>
<b>5.5 Counterpart Personnel</b>	<p>(a) If necessary, the Purchaser shall make available to the Supplier free of charge such professional and support counterpart personnel, to be nominated by the Purchaser with the Supplier's advice, if specified in Appendix D.</p> <p>(b) Professional and support counterpart personnel, excluding Purchaser's liaison personnel, shall work under the exclusive direction of the Supplier. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Supplier that is consistent with the position occupied by such member, the Supplier may request the replacement of such member, and the Purchaser shall not</p>

	unreasonably refuse to act upon such request.
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## 6. PAYMENTS TO THE SUPPLIER

<b>6.1 Total Cost of Services</b>	<p>(a) The total cost of the Services payable is set forth in Appendix C as per the Supplier's proposal to the Purchaser and as negotiated thereafter.</p> <p>(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-C.</p> <p>(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to of the Clause GC 5.2 hereof, the Parties shall agree that additional payments shall be made to the Supplier in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.</p>
<b>6.2 Currency of Payment</b>	All payments shall be made in Indian Rupees
<b>6.3 Terms of Payment</b>	<p>The payments in respect of the Services shall be made as follows:</p> <p>(a) The Supplier shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC.</p> <p>(b) All payments under this Contract shall be made to the accounts of the Supplier specified in the SC.</p> <p>(c) In case of early termination of the contract, the payment shall be made to the Supplier as mentioned here with:</p> <p>Assessment should 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 Supplier shall provide the details of the services performed during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the rate as specified. All payments for any enrolment operations undertaken beyond .....31.3.2015..... shall be subject to approvals from Government of India on the continuation of this scheme.</p>

**7. GOOD FAITH**

<b>7.1 Good Faith</b>	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.
<b>7.2 Operation of the Contract</b>	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 GC 8 hereof.

**8. SETTLEMENT OF DISPUTES**

<b>8.1 Amicable Settlement</b>	Performance of the contract is 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.
<b>8.2 Arbitration</b>	(a) In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the Supplier, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Purchaser and the Supplier, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the authority specified in SC 8.2 (a). The Arbitration and Conciliation Act, 1996 and any statutory modification or re-

	<p>enactment thereof, shall apply to these arbitration proceedings.</p> <p>(b) Arbitration proceedings shall be held in India at the place indicated in SC 8.2 (b) and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Purchaser and the Supplier. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.</p>
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**9. LIQUIDATED DAMAGES**

<b>9.1</b>	The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
<b>9.2</b>	The amount of liquidated damages for services under this Contract shall not exceed the Contract Price.
<b>9.3</b>	<p>The liquidated damages shall be applicable under the following circumstances:</p> <ul style="list-style-type: none"> <li>(a) Except as provided under GC 2.7, if the Supplier fails to perform the services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the services supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery of performance, subject to a maximum of 10% of the value of the such services.</li> <li>(b) In addition, the Supplier is liable to the Purchaser for payment of penalty as specified in the SLA</li> <li>(c) If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements within 14 days of being informed by the Purchaser, the Purchaser shall be free to impose any penalty as deemed fit. In addition, the Purchaser shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Supplier</li> </ul>

**10. ADHERENCE TO RULES & REGULATIONS**

<b>10.1 Adherence to Safety Procedures, Rules, Regulations, &amp; Restrictions</b>	<p>(a) The Supplier shall comply with the provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Supplier shall abide by these laws.</p> <p>(b) Access to the data centre/ data processing sites and Purchaser's locations shall be restricted to only essential personnel belonging to the Supplier who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorised by the Purchaser. The Supplier shall maintain a log of all activities carried out by each of its personnel.</p> <p>(c) The Supplier shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Supplier shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.</p> <p>(d) The Supplier shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof) and the law providing the UIDAI statutory authority (when passed by parliament and brought into force).</p> <p>(e) The Supplier shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations</p> <p>(f) The Supplier shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.</p>
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**11. LIMITATION OF LIABILITY**

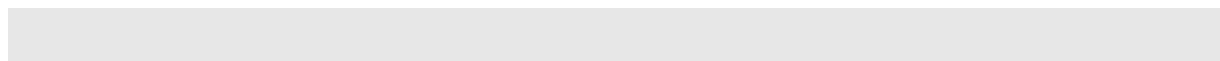
<b>11.1 Limitation of Liability</b>	<p>Except in case of gross negligence or willful misconduct:</p> <p>(a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and</p> <p>(b) The aggregate liability of the Supplier to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement</p> <p>(c) The Registrar shall not be liable to the Enrolment agency in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 2.2 b of GCC of this contract.</p>
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**12. MISCELLANEOUS PROVISIONS**

<b>12.1 Miscellaneous Provisions</b>	<p>(i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(ii) The Supplier 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.</p> <p>(iii) Each member/constituent of the Supplier, in case of a Consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser for performance of works/services under the Contract.</p> <p>(iv) The Supplier 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.</p> <p>(v) The Supplier shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the</p>
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	<p>Supplier.</p> <p>(vi) The Supplier shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Supplier, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>(vii) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>(viii) All materials provided to the Purchaser by bidder are subject to Country and Uttarakhand public disclosure laws such as RTI etc.</p> <p>(ix) The Supplier shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser</p>
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### 1.3 Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses are:</p> <p>Purchaser:   &lt;Designation&gt;</p> <p>Attention:     &lt;Address&gt;</p> <p>Facsimile:    _____</p> <p>E-mail:        _____</p> <p>Supplier:      _____</p> <p>                  _____</p> <p>Attention:     _____</p> <p>Facsimile:    _____</p> <p>E-mail:        _____</p>

<b>{1.7}</b>	{The Supplier is <i>[insert name]</i> }
<b>1.7</b>	<p>The Authorized Representatives are:</p> <p>For the Purchaser:    Name of Officer_____</p> <p>For the Supplier:        _____</p>
<b>2.1</b>	The effective date of the Contract:
<b>2.3</b>	The date for the commencement of Services: <Within 15 days from the signing of the contract between the Purchaser and the Supplier>
<b>2.4</b>	The time period shall be: 12 months
<b>3.5</b>	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> <li>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Supplier or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988;</li> <li>(b) Third Party liability insurance, with a minimum coverage of the value of the contract</li> <li>(c) Professional liability insurance, with a minimum coverage of the value of the contract</li> <li>(d) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Supplier and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</li> <li>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Supplier's property used in the performance of the Services, and (iii) any outputs prepared by the Supplier in the performance of the Services.</li> </ul>
<b>5.1 (c)</b>	<p>The Purchaser shall provide the following assistance and exemptions to the Supplier for the effective implementation of the services under this Contract:</p> <p>&lt;The Purchaser may include the relevant provisions here&gt;</p>
<b>6.2</b>	The amount in Indian Rupees (INR) is <i>[insert amount]</i> .

6.3	<p><b><u>General terms and conditions of Payment Schedule</u></b></p> <ol style="list-style-type: none"> <li>1) All payments shall be made by the Purchaser in favour of the Supplier</li> <li>2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.</li> <li>3) Supplier shall obtain sign-off for each milestone completed from the Purchaser.</li> <li>4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 60 days of submission of invoice.</li> <li>5) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by Supplier is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Supplier, till such work/ supply/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.</li> <li>6) All payments under this Contract shall be made to the account of the Supplier with (Bank &amp; A/c No.):</li> </ol> <p>Payments will be made by the Purchaser to the Supplier as per Contract Value quoted in the Formats for Financial Bid and agreed in the Contract. as follows:</p> <p><b><u>Payment Schedule</u></b></p> <p>&lt;Insert Payments Schedule here&gt;</p>
8.2 (a)	Principal Secretary, Department of IT Government of Uttarakhand will appoint the Presiding Arbitrator.
8.2 (b)	The Arbitration proceedings shall take place in Dehradun, Uttarakhand, in India.

## **1.4 Appendices to contract**

### **APPENDIX A - DESCRIPTION OF SERVICES**

*[Note: This Appendix will include the final Statement of Work (SOW), dates for completion of various tasks, locations of performance for different tasks/ activities, specific tasks/ activities /outcomes to be reviewed, tested and approved by Purchaser, etc.]*

## **APPENDIX B – REPORTING REQUIREMENTS**

*[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable".]*

- 1) Enrolment MIS- daily*
- 2) Upload Report –Daily*
- 3) Document Handover Report- weekly*

*Reports to be submitted to the Nodal Officer.*

**APPENDIX C – TOTAL COST OF SERVICES**

*(Include here the rates quoted in the financial bid or the negotiated rates, whichever is applicable)*

**APPENDIX D – DUTIES OF THE PURCHASER**

*(Include here the list of Services, facilities and property to be made available to the Supplier by the Purchaser).*



**APPENDIX E – FORM OF BANK GUARANTEE BOND**

1. In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt \_\_\_\_\_ [hereinafter called 'the said Supplier(s)'] from the demand, under the terms and conditions of an Agreement dated \_\_\_\_\_ made between

\_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called 'the said Agreement'), of security deposit for the due fulfillment by the said Supplier(s) of the terms and conditions contained in the said Agreement, on production of a bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) We,

\_\_\_\_\_,  
(hereinafter referred (indicate the name of the bank) to as 'the Bank') at the request of \_\_\_\_\_ [supplier(s)] do hereby undertake to pay to the Government an amount not exceeding Rs. \_\_\_\_\_

against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Supplier(s) of any of the terms or conditions contained in the said Agreement.

2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said supplier(s) of any of the terms or conditions contained in the said Agreement or by reason of the supplier (s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the supplier(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the

Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till \_\_\_\_\_ Office/Department/Ministry of \_\_\_\_\_ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said supplier (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the

\_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We, \_\_\_\_\_ (indicate the name of bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said supplier (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Supplier (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Supplier (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s).

7. We, \_\_\_\_\_ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

8. Dated the \_\_\_\_\_ day of \_\_\_\_\_ for \_\_\_\_\_ (indicate the name of the Bank).

