

UNIQUE IDENTIFICATION AUTHORITY OF INDIA



**Empanelment Document for
firms Providing Piped Data
Services**

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Table of Contents

Empanelment Document for firms Providing Piped Data Services.....	1
1. Context.....	3
2. List of Empanelled Firms:	3
3. Tabulation of Technical and Commercial Scores:	3
4. Terms and Conditions of the Empanelment:	5
4.1. Facilities to be provided by UIDAI at CIDR:	5
4.2. Facilities to be provided by the Enrolment Agency at the Enrolment Center: 5	
4.3. Terms and conditions incumbent on the Registrar/Enrolment Agency:	5
4.3.1. Payment Terms	5
4.3.2 Force Majeure	6
4.3.2.1 Definition	6
4.3.2.2 No Breach of Contract	6
4.3.2.3 Measures to be Taken	6
4.3.3 Arbitration	7

1. Context

The UIDAI has conducted an empanelment of piped data service providers to aid the transfer of resident enrolment data from the enrolment centers spread across the country to the CIDR. As a part of this empanelment, the firms were requested to quote the maximum price in INR per megabyte of data successfully uploaded to CIDR. After a technical evaluation by the tender committee 6 firms were declared successfully empanelled by the UIDAI.

2. List of Empanelled Firms:

S.No.	Name of the firm	Contact Person	Designation	Contact No.	e-Mail
1.	M/s Aircel	Sashwata Roy	Regional Operations Head	9716499000	Sashwata.roy@aircel.co.in
2.	M/s Bharti Airtel Ltd	Ankit Goel Sumit Wadhwa	Manager – Enterprise Sales Head – Govt. and PSU	9910601432 9810898854	a.goel@airtel.in sumit.wadhwa@airtel.in
3.	M/s BSNL	R K Choudhary	DGM(EB NCR-I)	23318599	dgmebsales.ncr1@gmail.com
4	M/s Railtel Corporation of India Ltd.	Kumar Bachchan Alok V Agnihotri	Manager/DNM Manager/Marketing	9717644055 9818044886	kbachchan@railtelindia.com avagnihotri@railtelindia.com
5	M/s Reliance Communications	Ravi Bhan		9310874842	ravi.k.bhan@relianceada.com
6	M/s Tata Communications	Gurusewak Singh	National Account Manager	9250005190	gurusewak.singh@tatacommunications.com

3. Tabulation of Technical and Commercial Scores:

As specified in the RFE, the bidders were requested to quote a rate per Megabyte of data transferred for 3 distinct models as defined in Clause 7.1.1, 7.1.2 and 7.1.3 of the RFE.

The technical scores for the bidders are common across all models and three sets commercial scores (one for each model) have been calculated as per the bids received.

The three tables below have been tabulated as per the formats specified by Table 2.1, 2.2 and 2.3 on Page 9 of the RFE.

Sl. No.	Service Provider	Technical Score	Commercial Score	Price in INR per MB of data transfer for model in 7.1.1. of the RFE (At Site Connectivity)	Remarks
1	Aircel	71.5	16.2	6.10	Exclusive of Taxes
2	Bharti Airtel	79.7	89.3	1.22	Inclusive of Service Tax
3	BSNL	90.1	49.4	2.00	Exclusive of Taxes
4	Railtel Corporation of India Ltd.	80.9	43.6	2.50	Tax not specified - Treated as INCLUSIVE of taxes by Committee
5	Reliance Communications	78	100.0	1.09	Tax not specified - Treated as INCLUSIVE of taxes by Committee
6	Tata Communications	73.2	18.1	5.45	Exclusive of Taxes

Sl. No.	Service Provider	Technical Score	Commercial Score	Price in INR per MB of Data transfer for model in 7.1.2. of the RFE (Off site with computerized upload interface)	Remarks
1	Aircel	71.5	Did Not Bid	Did Not Bid	Exclusive of Taxes
2	Bharti Airtel	79.7	36.4	2.75	Inclusive of Service Tax
3	BSNL	90.1	35.7	2.54	Exclusive of Taxes
4	Railtel Corporation of India Ltd.	80.9	100.0	1.00	Tax not specified - Treated as INCLUSIVE of taxes by Committee
5	Reliance Communications	78	80.0	1.25	Tax not specified - Treated as INCLUSIVE of taxes by Committee
6	Tata Communications	73.2	20.1	4.50	Exclusive of Taxes

Sl. No.	Service Provider	Technical Score	Commercial Score	Price in INR for model in 7.1.3. of the RFE (Off site without computerized upload interface) - Inclusive of Service Tax @10.36%	Remarks
1	Aircel	71.5	Did Not Bid	Did Not Bid	Exclusive of Taxes
2	Bharti Airtel	79.7	27.6	2.72	Inclusive of Service Tax

3	BSNL	90.1	29.9	2.27	Exclusive of Taxes
4	Railtel Corporation of India Ltd.	80.9	100.0	0.75	Tax not specified - Treated as INCLUSIVE of taxes by Committee
5	Reliance Communications	78	62.5	1.20	Tax not specified - Treated as INCLUSIVE of taxes by Committee
6	Tata Communications	73.2	19.4	3.50	Exclusive of Taxes

4. Terms and Conditions of the Empanelment:

- All rates specified above are binding only if the terms and conditions specified below are adhered to.
- The Registrar/EA wishing to engage the services of the empanelled service provider will have to sign a contract with the said service provider before commencement of operations that will detail out mutually agreeable terms and conditions for the period of operation.

4.1. Facilities to be provided by UIDAI at CIDR:

- Space for Service Provider equipment (e.g. Routers, Modems, MUX)
- Electrical Power for said equipment

Note: The Service Provider will not be charged for the same

4.2. Facilities to be provided by the Enrolment Agency at the Enrolment Center:

- Space for Service Provider equipment
- AC Power Supply
- AC Power backup

4.3. Terms and conditions incumbent on the Registrar/Enrolment Agency:

- These terms and conditions are incumbent on any Registrar/EA who wishes to engage the services of the empanelled service provider

4.3.1. Payment Terms	The Registrar/EA will make payments to the Service Provider on a monthly basis based on the per megabyte usage.
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4.3.2 Force Majeure	
4.3.2.1 Definition	<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>
4.3.2.2 No Breach of Contract	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
4.3.2.3 Measures to be Taken	<p>(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> <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</p>

	<p>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>
<p>4.3.3 Arbitration</p>	<p>(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-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</p>

	<p>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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