

REQUEST FOR PROPOSALS

FOR

OPERATING 'CONTACT CENTERS'

OF UIDAI

**Unique Identification Authority of India
Ministry of Communications & IT
Department of Electronics & Information Technology (DeitY)
Govt. of India
9th Floor, Tower I
Jeevan Bharati Building
Connaught Circus
New Delhi 110001**

November, 2015

F. No. 14014/23/2015-Logistics (CRM)

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SECTION-I INVITATION TO BID AND INTRODUCTION

PART-I: INVITATION TO BID:

1. The Director General, UIDAI on behalf of the President of India invites proposals from reputed and reliable firms for “Operating Contact Center for UIDAI”.

2. The Request for Proposal consists of 7 Sections as mentioned below:

[SECTION I](#) [INVITATION TO BID AND INTRODUCTION](#)

[SECTION II](#) [EXISTING SETUP](#)

[SECTION III](#) [INSTRUCTIONS TO BIDDERS](#)

[SECTION IV](#) [SCOPE OF WORK](#)

[SECTION V](#) [SERVICE LEVEL AGREEMENTS, KPIs, PENALTIES AND WAIVER](#)

[SECTION VI](#) [GENERAL AND SPECIAL CONDITIONS OF CONTRACT](#)

[SECTION VII](#) [ANNEXURES AND APPENDICES](#)

3. The response to the RFP should to be submitted on or before the date and time specified in the schedule for RFP below at the address for communication given in this section.

4. The UIDAI reserves the right to reject any or all the Bids in whole or part, prior to signing of the Contract, without assigning any reasons.

5. This “Invitation to Bid” is non-transferable under any circumstances.

6. Schedule for RFP:

Sl.No.	Activity	Date
1.	Date of issue of the RFP	03.11.2015
2.	Pre-Bid conference (11.30 hrs)	09.11.2015
3.	Last date for submission of written Queries	16.11.2015
4.	Date for issue of clarifications	20.11.2015
5.	Last date for submission of bids (15.00 hrs.)	03.12.2015
6.	Opening of pre-qualification sheets (15.30 hrs.)	03.12.2015
7.	Declaration of successful bidders qualified for opening of Technical Bid	Will be intimated via

		email
8.	Technical bid opening and starting of Evaluation	Will be intimated via email before two days of opening of technical bids
9.	Declaration of Final result of Technical Evaluation.	Will be informed via email.
10.	Opening of Financial offers.	Will be intimated via email before two days of opening of financial bids.

7. Address for Communication:

Assistant Director General (Logistics)

Unique Identification Authority of India

9th Floor, Tower – I, Jeevan Bharati Building,

Connaught Circus, New Delhi – 110 001

PART-II: INTRODUCTION:

1. The Unique Identification Authority of India (UIDAI) has been established by the Government of India in January 2009, as an attached office to the erstwhile Planning Commission now National Institution for Transforming India (NITI) Aayog w.e.f. 01.01.2015) as per Cabinet Secretariat's Notification S.O. 2492(E) (F. No. 1/21/24/2015-Cab), dated 12th September 2015, Unique identification Authority of India (UIDAI) has been put under Ministry of Communications and Information Technology (Sanchar Aur Soochna Praudyogiki Mantralaya), Department of Electronics and Information technology (Electroniki Aur Soochana Praudyogiki Vibhag). The mandate of the Authority is to issue a unique identification number

(called Aadhaar or UID) to all Indian residents that is: (a) robust enough to eliminate duplicate and fake identities, and (b) can be verified and authenticated in an easy, cost-effective manner.

2. The timing of this ambitious initiative coincides with the increased focus of the Govt. of India on social inclusion and development through massive investments in various social sector programs, and transformation in public services delivery through e-Governance programs. The UID 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 UIDAI and the strategy overview can be found on the website:<http://www.uidai.gov.in>.

3. In this context, the UIDAI is collecting the demographic and Biometric data of residents of India. After de-duplication, it issues a Unique Identification Number to the resident, which is a 12 digit random number. Various Central Government Departments, State Governments and Financial Institutions like Banks and LIC have been partnered as 'Registrars' and are collecting the data with the help of Enrollment Agencies across the country.

4. In order to manage queries and grievances during the enrolment and post-enrolment stages and to serve as a central point of contact to the Residents and all other partners of UIDAI, the concept of a 'Contact Center' was envisaged. Currently two Contact Center Firms are providing services to UIDAI. One of the Firm's contract is expiring on 29.11.2015. This Request for Proposal document is intended to invite bids from reputed and reliable firms for operating the 'Contact Centers' of UIDAI in respect of this 60 per cent call volume and 100 per cent of email volume. Beside this UIDAI also intends to start Chat services through this Request for Proposal.

5. It is envisaged that '**One Service Provider**' will be selected for carrying out this work.

PART-III: GLOSSARY AND ACRONYMS:

A. Glossary of Terms

1. **AADHAAR** – Unique Identification number (UID) issued to an individual by UIDAI.
2. **Authority** – Unique Identification Authority of India (UIDAI).
3. **Biometric Data** – Refers to the facial image, iris scan and fingerprints collected by the Registrar from the enrollees based on the standards prescribed by the UIDAI and by following the process laid down for the purpose.
4. **De-duplication** – The process of using the Demographic and Biometric data collected from an enrollee to check against existing Aadhaar data so as to avoid duplicate enrolments.
5. **Demographic Data** – Refers to the personal information collected or verified by the Registrar based on the data fields prescribed by the UIDAI and by following the process laid down for the purpose.
6. **E-Aadhaar** – Electronic copy of Aadhaar letter.
7. **Enrolment** – Refers to the exercise of collection of demographic data after verification, collection of biometrics, and the allocation of the UID number after de-duplication.
8. **Enrolment Agency** – Agencies emplaned with UIDAI to exercise the enrolment process.
9. **PEC** – Permanent Enrolment Center.
10. **Registrar** – "Registrar" is any entity authorized or recognized by the Authority for the purpose of enrolling the individuals for UID numbers. Registrars are typically departments or agencies of the State Government/Union territory, public sector undertakings and other agencies and organizations who interacts with residents, in the normal course of implementation of some of their programs, activities or operations. Examples of such Registrars are Rural Development Department (for NREGS) or Civil Supplies and Consumer Affairs Department (for TPDS), insurance companies such as Life Insurance Corporation and Banks.
11. **Resident** – Normal resident of India.

B. Acronyms

ASA- Authentication Service Agency

AUA- Authentication User Agency

CIDR- Central Identity Data Repository

EID- Enrolment Identification Number

GoI- Government of India

KPI - Key Performance Indicators

KSA - KYC Service Agency. A valid ASA who has been approved and has signed the agreement to access KYC API through their network.

KUA- KYC User Agency. A valid AUA who has been approved and has signed the agreement to access KYC API.

NITI Aayog- National Institution for Transforming India

DeitY- Department of Electronics & Information Technology

PoC – Proof of Concept

SLA - Service Level Agreement

SoW- Scope of Work

UID – Unique Identification Number.

UIDAI – Unique Identification Authority of India.

SECTION-II EXISTING SETUP

Currently UIDAI's stakeholders can contact UIDAI's contact center either by calling the toll free numbers 1-800-300-1947/short code "1947" or by emailing help@uidai.gov.in.

The inbound calls received on the toll free numbers are first received on UIDAI's IVRS and then routed to the contact center if the caller requests for a Resident Support Executive (RSE).

All calls received at the contact center are logged using UIDAI's multi-channel CRM (MS Dynamics CRM 2011). The CRM is also used by all other UIDAI Eco-System Partners.

All emails received at help@uidai.gov.in are downloaded to UIDAI's multi-channel CRM which are further allocated to the contact center for further processing.

UIDAI's multi-channel CRM and Communication solution is hosted in UIDAI's Data Center and managed by UIDAI's technical partner engaged as Managed Service Provider (MSP).

UIDAI's technical partner engaged as Managed Service Provider (MSP) will also verify the invoices and SLAs submitted by the service provider.

Statistics of Inbound call volume and Inbound email volume received by our current service provider from the month of Dec 2014 to May 2015 are detailed below:-

Inbound call volume

Over All	Month	Dec	Jan	Feb	March	April	May
	Average number of calls offered daily	46930	50740	55509	48055	36384	38285
	Maximum Daily Calls for the month	56434	64587	68507	64090	84521	51801

	Total calls for the month	1454819	1522195	1554240	1489690	1091519	1034197
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Hindi	Month	Dec	Jan	Feb	March	April	May
	Average number of calls offered daily	34949	39845	45145	39872	28437	32249
	Maximum Daily Calls for the month	40212	49522	54572	51893	37495	43425
	Total calls for the month	1083406	1195347	1264056	1236046	853104	853104

English	Month	Dec	Jan	Feb	March	April	May
	Average number of calls offered daily	2065	1852	1835	1526	2552	1273
	Maximum Daily Calls for the month	2820	2495	2275	2288	38996	1680
	Total calls for the month	64016	55568	51372	47300	76566	38202

Marathi	Month	Dec	Jan	Feb	March	April	May
	Average number of calls offered daily	2314	2845	2399	1842	1604	1585
	Maximum Daily Calls for the month	3187	3563	3089	2877	2120	2316
	Total calls for the month	71727	85341	67180	57091	48124	47562

Kannada	Month	Dec	Jan	Feb	March	April	May
	Average number of calls offered daily	1164	1108	1062	885	607	496
	Maximum Daily Calls for the month	1779	1483	1354	1350	1029	680
	Total calls for the month	36079	33239	29730	27431	18199	14891

Telugu	Month	Dec	Jan	Feb	March	April	May
	Average number of calls offered daily	4866	3860	3717	2848	2412	1972
	Maximum Daily Calls for the month	6098	5340	4906	3911	3734	2690
	Total calls for the month	150835	115800	104067	88278	72372	59162

Bengali	Month	Dec	Jan	Feb	March	April	May
	Average number of calls offered daily	1573	1230	1351	1082	772	709

Maximum Daily Calls for the month	2338	2184	2311	1771	1147	1010
Total calls for the month	48756	36900	37835	33544	23154	21276

Inbound email volume

Month	Dec	Jan	Feb	Mar	Apr	May
Average number of e-mails offered daily	1805	1873	1855	1572	1155	996
Maximum Daily e-mails for the month	2938	2676	2368	2476	1741	1276
Total e-mails for the month	55970	58049	51942	48734	34640	30862

SECTION-III INSTRUCTIONS TO BIDDERS

PART-I: GENERAL

1. DEFINITIONS

- 1.1 **"Bid"** means the Financial Proposal consisting of documents as stipulated in this RFP.
- 1.2 **"Bidder"** means any entity that may provide or provides the Services to the Purchaser under the Contract.
- 1.3 **"CCF's (Contact Center Firm's) Team"** means the successful bidder who has to provide services to UIDAI under the scope of this Bid/Contract. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives and approved sub-contractors or other personnel employed or engaged either directly or indirectly by the CCF for the purposes of the Contract.
- 1.4 **"Confidential Information"** means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder's team by virtue of this Contract that is by its nature confidential or by the circumstances in which it is disclosed confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.
- 1.5 **"Contact Center Firm"** means the Firm with whom the order has been placed for providing Services as specified in this Bid/Contract and shall be deemed to include the CCF's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract.
- 1.6 **"Instructions to Bidders"** (Section II of the RFP) means the

document which provides interested Bidders with all information needed to prepare their bids. This document also details out the eligibility criteria and process for the selection of the Service Provider.

- 1.7 "Purchaser"** means the Unique Identification Authority of India (UIDAI) with which the selected bidder signs the Contract for the Services.
- 1.8 "Scope of Work"** (SoW) means the Part-II of Section III of the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Purchaser and the Service Provider.
- 1.9 "Service Provider"** means the Bidder/s that have been selected by the Purchaser for execution of the service.
- 1.10 "Site"** means the facilities approved by UIDAI for the purposes of the Contract wherein the operations/services as specified in the 'SCOPE OF WORK' are to be provided/carried out.
- 1.11 "Standard Contract"** means the Annexure-III of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Service Provider.
- 1.12 "Sub-Contractor"** means any person or persons or firm/company or their legal representatives, successors, assignees to which part of contract has been sublet by the successful bidder after necessary consent of UIDAI.

2. GENERAL

- 2.1 All the provisions listed out in this Request for Proposal (RFP) issued by the UIDAI shall be binding upon the participating bidders of this RFP.
- 2.2 The UIDAI will select Service providers, in accordance with the method of selection as detailed in **PART-III - "EVALUATION PROCESS" OF SECTION-III**
- 2.3 The detailed scope of the assignment/ job has been described in **'SECTION IV- SCOPE OF WORK'** of this RFP.
- 2.4 The date, time and address for submission of the bid have

been given in the “Schedule for RFP” at Part-I of **“SECTION-I INVITATION TO BID AND INTRODUCTION”** of this RFP.

2.5 Interested Bidders are invited to submit the documents for Pre-Qualification, Technical Bid and Commercial Bid, strictly as per **Part V“BID PREPARATION AND DOCUMENTS CHECKLIST”of Section III.**

2.6 The Purchaser is not bound to accept any or all the bids, and reserves the right to annul the selection process at any time prior to award of Contract, without thereby incurring any liability to the Bidders.

3. ONLY ONE BID

A Bidder shall submit only one Bid. If a Bidder submits or participates in more than one bid, such bids shall be disqualified.

4. BID VALIDITY

The **PART II ‘DATA SHEET’OF SECTION-III** indicates how long Bidders’ Bid must remain valid after the submission date.

5. CONSORTIUM

Bids received from Consortiums will not be considered. Such bids shall be termed as ‘invalid’

6. TENURE OF CONTRACT

6.1 The tenure of the Contract shall be as specified in **PART II ‘DATA SHEET’OF SECTION-III** and in **PART- II SPECIAL CONDITIONS OF CONTRACT OF SECTION VI.**

6.2 Extension of the contract: The contract may be extended as specified in **PART II ‘DATA SHEET’OF SECTION-III**

6.3 Termination of the contract: Notwithstanding the **“Allocation Of The Volume”** of work during the Contract period and/or tenure of Contract, the UIDAI, without prejudice or liability, reserves the right to terminate the contract.

7. CLARIFICATION AND AMENDMENT OF RFP DOCUMENT

7.1 Bidders may request a clarification in the RFP document up to

the number of days indicated in [‘Schedule for RFP’](#), before the bid submission date. Any request for clarification must be sent by standard electronic means to the Purchaser’s e-mail address as specified in the [PART II ‘DATA SHEET’ OF SECTION-III.](#)

- 7.2 At any time, before the submission of Bids, the Purchaser may amend the RFP by issuing an addendum/ corrigendum in writing or by standard electronic means. The addendum/ corrigendum will be given on the UIDAI website and will be binding to all Bidders.

8. PREPARATION OF COMMERCIAL BID

- 8.1 The preparation of the Commercial Bid as well as all related correspondence exchanged by the Bidders and the Purchaser, shall be in English
- 8.2 The Commercial Bid must be prepared using the attached standard forms ([ANNEXURE-I](#) AND [ANNEXURE-II](#)). It shall include all costs associated with the Service/Assignment. The financial bid **must not** include any conditions attached to it and any such conditional financial bid shall be summarily rejected.
- 8.3 Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs.00.00)

9. TAXES

Bidders shall include all taxes & duties in the commercial bid. Bidder shall bear all taxes, and duties etc. levied or imposed under the Contract including but not limited to Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof. In case of change in taxes under change in law, appropriate parties shall be passed the benefit of the same over and above the contract value.

10. EARNEST MONEY DEPOSIT (EMD)

- 10.1 An EMD of the value as specified in [PART II ‘DATA SHEET’ OF SECTION-III](#) may be deposited in the form of Demand Draft drawn in favor of **“PAO, UIDAI, New Delhi”** payable at New

Delhi.

- 10.2 EMD in the form of Bank Guarantee will also be accepted. The Bank guarantee may be addressed to the **‘Assistant Director General’ (Logistics) Unique Identification Authority of India, 9th Floor, Tower-1, Jeevan Bharati Building, New Delhi-110001**. The Bank Guarantee should be valid for minimum 120 days.
- 10.3 Bid not accompanied by EMD shall be rejected as non-responsive.
- 10.4 No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit.
- 10.5 The EMD of the unsuccessful bidders would be returned back within 45 days of signing of the contract.

11. FORFEITURE OF EMD

The EMD shall be forfeited by the Purchaser in the following events:

- 11.1 If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- 11.2 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.
- 11.3 If the Bidder tries to influence the evaluation process.
- 11.4 If the Bidder(s) selected as ‘Service Provider’ chose to withdraw the Bid before the finalization process.

12. TENDER FEES

The RFP is available to be downloaded online, free of cost. However at the time of submission of RFP, bidders are required to pay the amount as specified in the **PART II ‘DATA SHEET’ OF SECTION-III** towards Bid Fees in the form of Demand Draft drawn in favor of **“PAO, UIDAI, New Delhi”** payable at New Delhi. This Tender Fees should be clearly marked **“BID FEE”** and included along with the Application in a separate cover. The fee thus submitted is Non-Refundable.

13. PERFORMANCE BANK GUARANTEE

The selected Bidder shall be required to furnish a Performance Bank Guarantee equivalent to 10% of (estimated) contract value towards performance security within 15 days of the receipt of notification of award from UIDAI. Failure of the successful bidder to comply with this clause shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security(EMD), in which event UIDAI may award the contract to the next lowest evaluated bidder or call for fresh bids. The Performance Bank Guarantee shall be in the form of an unconditional and irrevocable Bank Guarantee from a scheduled commercial bank in India in favor of '**Unique Identification Authority of India**' 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 Bank Guarantee and after signing of the contract, the demand draft/bank guarantee submitted towards EMD would be returned in original.

In case there is substantial increase in the volume of work from the initial assigned volume of work, UIDAI reserves the right to ask the Service Provider to furnish additional Performance Bank Guarantee proportional to the increase.

14. SUBMISSION, RECEIPT AND OPENING OF BIDS

The original Commercial Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the Bid must initial such

corrections.

An authorized representative of the Bidders shall initial/sign all pages of the original Commercial Bid. The authorization shall be in the form of a written power of attorney accompanying the Commercial Bid or in any other form demonstrating that the representative has been duly authorized to sign. The envelope containing the signed Commercial Bid shall be marked "ORIGINAL COMMERCIAL BID".

For instructions on bid preparation and checklist of documents required for bid submission please refer [**SECTION-III PART-V: BID PREPARATION AND DOCUMENTS CHECKLIST**](#).

The Purchaser shall not be responsible for misplacement, losing or premature opening, if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Bid rejection. If the Commercial Bid is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Bid non-responsive.

The Bids must be sent to the address as indicated in Section-I and received by the Purchaser not later than the time and the date indicated in the Schedule for RFP in Section-I, or any extension to this date in accordance with [para. 7.2](#) of this Part. Any bid received by the Purchaser after the deadline for submission shall be returned unopened.

15. RIGHT TO ACCEPT/REJECT THE BID

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

16. PUBLIC OPENING AND EVALUATION OF COMMERCIAL BIDS

- 16.1 Commercial bids shall be opened publicly on the date & time specified in the Schedule, in the presence of the Bidders' authorized representatives who choose to attend.
- 16.2 The Purchaser reserves the right to correct any computational errors.
- 16.3 Award of contract and distribution of volumes among the qualified bidders will be done as per the process defined in [PART-III: EVALUATION PROCESS](#) and [PART – IV ALLOCATION OF VOLUME](#) of this section.

17. DIS-QUALIFICATION

Purchaser may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:

- 17.1 Submitted the application after the response deadline;
- 17.2 Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;
- 17.3 Exhibited a record of poor performance such as abandoning works, inordinately delaying completion or financial failures, etc. in any project in the preceding two years;
- 17.4 Submitted an application that is not accompanied by required documentation or is non-responsive;
- 17.5 Failed to provide clarifications related thereto, when sought;
- 17.6 Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member; was declared ineligible/blacklisted by the Government of India/State/UT Government; is in litigation with any Government in India;

18. AWARD OF CONTRACT

- 18.1 The Purchaser shall issue a '**LETTER OF INTENT**' to the selected Bidders after mutual acceptance of the Work Plan.
- 18.2 The Bidders will sign the contract as per the standard form of

Contract in [SECTION-VII ANNEXURE III](#) within **15 days** of issuance of the letter of intent.

18.3 The Bidders are expected to commence the assignment within **45 days** of signing the Contract. In case the winning Bidder fails to start the assigned work within **45 days** of signing of Contract, then the Purchaser may take action as per G.C. 2.3.

19. **TERMINATION OF CONTRACT**

Notwithstanding the duration of the contract the termination of the Contract is subject to the conditions as stipulated in Section-VI [Para 2.2.of GENERAL CONDITIONS OF CONTRACT.](#)

PART-II: DATA SHEET

Paragraph Reference	Details
4	Bids must remain valid for 120 days after the submission date.
6.1	Tenure of Contract: The contract shall be in force for ONE YEAR from effective date mentioned by SC 2.1 , subject to adherence to time lines/time frame and as per the terms and conditions of RFP.
6.2	Extension of Contract: The contract may be extended by a period of One Year or a part thereof, subject to satisfactory performance.
7.1	Clarifications may be requested not later than the date defined in the Schedule. Clarifications may be e-mailed (only) to the address contactcenter@uidai.gov.in as per the format specified in SECTION – VII ANNEXURE-VII . The clarifications will be given on the UIDAI website www.uidai.gov.in only.
10.1	Amount of EMD is Rs.50.00 lakh .

12	BID Fee is Rs.1,000
13	Performance Bank Guarantee will be 10% of the assessed project value of the contract.

PART-III: EVALUATION PROCESS

The evaluation of the proposal will be done in four (4) stages:

STAGE I: - PRELIMINARY SCRUTINY

Each proposal will be preliminarily examined by a Screening Committee of UIDAI to determine whether all envelopes as specified in the checklist along with the Bid Fee and EMD are in order. Proposals not conforming to such requirements will be prima facie rejected.

STAGE II: - PRE-QUALIFICATION

UIDAI will evaluate the service providers on each criterion separately and satisfy itself beyond doubt on the service provider's ability / position to meet the criteria.

Those service providers who do not qualify Stage II will not be considered for any further processing and are liable to be rejected.

The EMD in respect of such service providers will be returned on completion of the RFP process. UIDAI, therefore, requests that only those service providers, who are sure of meeting all the Pre-qualification criteria, respond to this RFP process.

Evaluation of Pre-qualification criteria will be as per the information/ response provided by the service providers against Pre-qualification criteria and the relevant supporting documents mentioned in the table below: -

Sl. No.	Pre-Qualification Criteria	Supporting Documents
1.	The Bidder must be a Company Registered in India under the Provisions of Companies Act, 1956.	Certificate of Incorporation/Registration.
2.	The Bidder must have been in Call	Supporting documents-

	Center Operations for at least 5 years as on 31.03.2015. In case the current Bidder company is the result of a merger / acquisition, at least one of the merging companies must have been in Call Center Operations operation for at least 5 years as on 31.03.2015.	Certificate & relevant documents like work orders proving experience in call center operations from the concerned clients.
3.	The Bidder or its wholly owned subsidiary providing BPO/Call Center services or the parent company of whom the Bidder is a wholly owned subsidiary providing BPO/Call Center services, must have registered itself with Department of Telecommunication (DoT).	Copy of DOT certificate for the proposed sites.
4.	Bidder's average annual turnover from Call Center operations (inbound/outbound) within India only (irrespective of the client's location), during the previous three financial years (2012-2013, 2013-2014 & 2014-2015) must be at least Rs.50.00 crore (Rupees fifty crore only). Moreover the bidder must have handled/completed at least three call center operation projects valuing Rs.8.00 Crore each during last 3 years.	Audited/ Certified financial statements & annual report for 2012-2013, 2013-2014 & 2014-2015. In case revenue from core Call Center operations (inbound/outbound) is not mentioned explicitly, a certificate from the statutory auditors of the company quantifying the revenue.
5.	The bidder must have continuous net profit in last three previous financial years (2012-2013, 2013-2014 & 2014-2015)	Certificate from statutory auditor.

6.	The bidder must not have defaulted on any bank/institutions' loans in the past	Certificate from statutory auditor.
7.	The bidder must not have defaulted in payment of statutory dues or liabilities	Certificate from statutory auditor
8.	The bidder must have filed income tax returns for the three financial years (2012-2013, 2013-2014 & 2014-2015).	Copy of the IT returns for 2012-2013, 2013-2014 & 2014-2015 duly acknowledged by Income-Tax department.
9.	The bidder must not have been blacklisted / defaulted by any government agency/department at any point of time.	Certificate from statutory auditor.
10.	The bidder must have valid registration for Service Tax, ESI& EPF.	Certificate from statutory auditor.
11.	The Service Provider must have at least 1000 agents employed in delivering in-bound contact center services as on 30-09-2015.	Certificate from the Service Provider's HR head.
12.	The Service Provider should have at least 250 in-bound contact center seats operational at a single location in India as on 30-09-2015.	Certificate from the Service Provider's IT head.

13.	The Service Provider must have demonstrated capability of serving customers in Hindi, English, and at least two of the required vernacular languages - Kannada, Telugu, Tamil, Malayalam, Gujarati, Marathi, Bengali, Odiya or Assamese.	Certificate from the Service Provider's Recruitment head.
14.	The Bidder must have obtained ISO 9001:2008 and 27001:2013.	Copy of the certificate.

Only those service providers who fulfil the all the Pre-qualification criteria will be eligible for Stage III of the evaluation process. Those Service providers who do not qualify at this Stage II will not be considered for any further processing.

The EMD in respect of such service providers will be returned on completion of the RFP process. UIDAI, therefore, requests that only those service providers, who are sure of meeting all the Pre-qualification criteria, respond to this RFP process.

STAGE III: - TECHNICAL EVALUATION

UIDAI will inform all service providers who meet the Pre-Qualification criteria at-least two (2) days prior of opening the Technical Bids. The Technical Bids will be opened in the presence of the representatives of the Service Providers who choose to attend, at the time, date and place, as decided by UIDAI.

The "Technical bid" will be evaluated based on the evaluation matrix consisting of the parameters mentioned in the table ["TECHNICAL EVALUATION CRITERIA"](#).

All service providers who meet the Pre-Qualification criteria, will be invited to make a maximum of 30 minute Presentation, as part of the Technical Evaluation as indicated in Table ["TECHNICAL EVALUATION CRITERIA"](#). The presentation must be as per the presentation agenda

detailed below under [“PRESENTATION OF PROPOSAL TO EVALUATION COMMITTEE”](#) in this section. Two copies of Presentation (properly marked two CDs) will have to be submitted at the time of submission of bid. (Refer: [PART-V: BID PREPARATION AND DOCUMENTS CHECKLIST](#)).

The minimum qualifying score for Stage III - Technical Evaluation stage will be **80%** of total score for the technical evaluation. Only those service providers who qualify through the Stage III - Technical evaluation stage in order to be ‘Technically Qualified’ will be considered for Stage IV - Commercial Evaluation.

TECHNICAL EVALUATION CRITERIA

Sl.No.	Criteria	Description	Weight-age
I.	Past Experience of the Firm	Evaluation of experience of managing Contact Centers Operations in India.	20
II.	Team Skills	Evaluation of Service Provider’s operational strength in India and the proposed team (Manager and above) for this engagement.	20
III.	Reference Site Feedback	Evaluation of Contact Centers operations at reference client site through visits.	10
IV.	Methodology, Work plan & Understanding of the Requirements	Assessment of the overall approach and the methodologies for implementation of project.	20
V.	Physical and Information Security	Review of Physical and information/data security controls at the site of operation	20

VI.	Presentation of proposal to Evaluation Committee	of to	Presentation of proposal to Evaluation Committee to measure Service Provider understands UIDAI's expectation.	10
	Total weightage			100

I. PAST EXPERIENCE OF THE FIRM (20 Marks)

The service providers are required to provide documentary evidence of its relevant past experience for the various parameters identified in the table below.

Sl. No.	Past Experience	Score	Maximum Score
1.	Experience in managing (directly/sub-contracting) Call Center operations for inbound/outbound calls within India.		30
	> 3 Govt/PSU Contact Center Services Experience	30	
	2 to 3 Govt/PSU Contact Center Services Experience	20	
	1 Govt/PSU Contact Center Services Experience	10	
2.	Experience in handling inbound/outbound calls in regional languages (except English & Hindi) with a monthly average of 4000 calls in each regional language.		30
	7 or more.	30	
	Less than 7 but more than or equal to 4.	20	
	Less than 4 but more than or equal to 2.	10	
3.	Number of operational domestic contact center seats across all sites in India		20
	5000 or more	20	

	Less than 5000 but more than or equal to 3000	15	
	Less than 3000 but more than or equal to 2000	10	
	Less than 2000 but more than or equal to 1000	5	
4.	Managing Call Center operations for Client's India operations with over 100 operational seats (for each client)		20
	>6 Clients	20	
	5 to 6 clients	15	
	3 to 4 Clients	10	
Total			100

II. TEAM SKILLS (20 Marks)

The service providers are required to provide responses as per the below table which would be used for evaluating the service providers on the skills and experience of existing team and proposed project team and overall operational strength in accordance with the requirements of this project.

Sl. No.	Criteria	Score
1.	Current strength of employees in the service provider's organization with experience on providing contact center services to government projects or PSUs in India.	25
2. .	Current strength of the following in the service provider's organization with experience in handling government or PSU call center projects in India: Agent Team Leaders Assistant Managers Quality Evaluators	25

	Trainers	
3.	Existing Span of Control	25
4.	Team Profile proposed for UIDAI.(ANNEXURE VIII)	25
Total		100

III. REFERENCE SITE FEEDBACKS (10 Marks)

The Bidder is required to provide particulars for reference sites as per the following requirements:-

Two Sites where the bidder is providing services for Contact Center operations in India, preferably for government contact center services for the following services,

- Inbound call handling for queries/requests/complaints handling and
- Outbound call handling

UIDAI reserves the right to visit the same and include the same for evaluation.

Discrepancy between stated capacity/capabilities and site verification shall result in immediate disqualification.

IV. METHODOLOGY, WORK PLAN & UNDERSTANDING OF THE REQUIREMENTS (20 Marks)

Bidders are expected to provide their Approach and Methodology for implementation of project.

Sl. No.	Criteria	Score
5.	Overall implementation methodology (Objective of phases, deliverables at each phase, etc.)	40
6.	Methodology for performing business design.	20
7.	Methodology for quality control	10
8.	Methodology of internal acceptance and review mechanism of deliverables	10

	by the service provider.	
9.	Proposed Acceptance criteria of deliverables	10
10.	Methodology and approach along with proposed tools and processes which will be followed by the service provider during project implementation.	10
Total		100

V. PHYSICAL AND INFORMATION SECURITY (20 Marks)

Review of Physical and information/data security controls at the site of operation.

The service providers are required to provide the detailed list of information, data and physical security controls that are deployed at the service provider's Contact Center sites (with at least one of the sites being the one that is proposed by the service provider for UIDAI operations).

The service providers are also required to provide a copy of all available data, information and physical security related certifications including DSCI, ISO27001, BS10012, PCI-DSS, etc.

VI. PRESENTATION OF PROPOSAL TO EVALUATION COMMITTEE (10 Marks)

Presentation of proposal to Evaluation Committee to measure Service Provider understands UIDAI's expectation.

UIDAI will schedule the presentations and intimate the Service Providers of the time and locations. Failure of a bidder to complete a scheduled presentation may result in the rejection of that Service Provider's proposal.

Illustrative agenda for the presentation is as provided below.

Presentation Agenda
Introduction to Organization
Proposed Contact Center service and relevant details
Contact Center management and governance approach
Project implementation plan
Key value propositions
Project team and skills
Certifications
Data security and confidentiality process

STAGE – IV – COMMERCIAL EVALUATION

UIDAI will open the Commercial Bids of only Technically Qualified Service Providers, in the presence of the representatives of the Service Providers who choose to attend, at the time, date and place, as decided by UIDAI.

The Commercial Bids shall be evaluated by the UIDAI for completeness and accuracy. If there is a discrepancy between words and figures, the amount in words will prevail.

The Commercial Bid shall contain the total cost of all services, comprising of all items as mentioned in [ANNEXURE-II](#), proposed to be charged by the Service Provider.

Commercial Bids received will be arranged from Lowest Cost to Highest Cost. The 'Technically Qualified' Service providers with the lowest commercials will be declared as L1 and the other 'Technically Qualified' Service providers will be declared as L2, L3, L4... and so on as per the ascending order of the Cost quoted.

The cost quoted by L1 will be treated as the **“Discovered Cost”**.

In cases of a tie:

In case of a tie between 2 or more 'Technically Qualified' Service providers at L1 level (**"Discovered Cost"**) the 'Technically Qualified' Service provider with a higher technical score will be declared as L1

PART – IV ALLOCATION OF VOLUME

The 60 per cent of total call volume, 100 per cent of email volume and 100 per cent chat volume as specified in [Para 4 Part-II of Section I](#), is intended to be allotted to L1 through this RFP.

In case, the service provider is not able to provide services as per RFP, UIDAI reserves the right to allocate the volume the existing service provider both partially or fully.

In case, the existing service provider is also not able to take up the additional volume of work then UIDAI reserves the right to invite another RFP.

UIDAI reserves the right to withdraw any services partially or fully with a prior intimation of two months.

The expected volume for upcoming years' is detailed below:-

F.Y. Year	2015-16	2016-17
Monthly Total Call Volume	25 Lakh	27.5 Lakh
Monthly Total E-mail Volume	46,000	50,000
Monthly Total Chat Volume	Chat volume cannot be determined as it is new service yet to be introduced by UIDAI.	

PART-V: BID PREPARATION AND DOCUMENTS CHECKLIST

Sl.No.	Category	Detailed description	Compliance (Yes/No)
1.	Pre-Qualification	<p>One SEPARATE sealed envelope, clearly marked "PRE-QUALIFICATION" containing the following: -</p> <p>List as per the pre-qualification criteria detailed in Stage II: - Pre-Qualification.</p> <p>Supporting Documents as per the pre-qualification criteria detailed in Stage II: - Pre-Qualification.</p>	
2.	Technical Evaluation	<p>One SEPARATE sealed envelope, clearly marked "TECHNICAL EVALUATION" containing the following: -</p> <p>List as per the technical evaluation criteria detailed in Stage III: - Technical Evaluation</p> <p>Supporting Documents, properly indexed and tagged, as per the technical evaluation criteria detailed in Stage III: - Technical Evaluation</p> <p>One CD/DVD containing the information, as per the technical evaluation criteria detailed in Stage III: - Technical Evaluation.</p>	
3.	Commercial Bid	<p>One SEPARATE sealed envelope, clearly marked "COMMERCIAL BID"</p>	

		containing the commercial bid filled out in the formats as specified in <u>ANNEXURE-I</u> & <u>ANNEXURE-II</u> of Section-VII.	
4.	ORIGINAL and COPY envelopes	All of the envelopes specified in line items 1, 2 and 3 needs to be placed in one larger sealed envelope. Two such large envelopes each containing line items 1, 2 and 3 needs to be prepared. One marked as "ORIGINAL - Bid for Operating Contact Center " and other marked as "COPY - Bid for Operating Contact Center".	
5.	One Single Envelope	The two envelopes as specified in line item 4 needs to be put into one larger sealed envelope and marked as "Bid for Operating Contact Center". This envelope shall also contain the fee for Bid. This envelope shall also contain the EMD.	

Note: *It is desired from the service providers that all the envelopes are properly marked and sealed as indicated above and also indicates the name of the service provider firm.*

All the documents must be properly tagged and indexed.

SECTION-IV –SCOPE OF WORK

After selection of Service Provider through this RFP process, the new Service Provider will be required to deliver the services as per the requirements detailed in this section.

The scope of work that needs to be provided by the successful Service provider can be broadly classified into the following areas:

- 1. BUSINESS SERVICES**
- 2. INFRASTRUCTURE & TECHNOLOGY**
- 3. RESOURCES ON-BOARDING**
- 4. TRAINING**
- 5. QUALITY ASSURANCE.**
- 6. REPORTING AND ANALYTICS**

1. BUSINESS SERVICES: -

The selected Service Provider shall handle all queries and grievances of all UIDAI stakeholders through pre-defined support channels.

All business services shall be provided during the existing operations hours* i.e. 7 AM – 11 PM (Weekdays), 8 AM – 5 PM (Sundays) & Non- Working on 3 Mandatory National Holidays.

** Note: - In future UIDAI may decide to extend the operations hours. The same will be notified through official communication two (2) months prior. The selected service provider shall extend the operations hours at no extra cost to UIDAI.*

The particulars of the business services that shall be provided by the Selected service provider can be broadly categorized as:

- I. Handling inbound voice calls.
- II. Making outbound voice calls.
- III. Replying inbound E-mails.
- IV. Replying Inbound Chats.
- V. End-to-End Responsibility.

I. Inbound voice Calls

The selected service provider shall provide inbound voice call services in the below listed languages*: -

Sl. No.	Language
1.	Hindi
2.	English
3.	Punjabi
4.	Kannada
5.	Malayalam
6.	Telugu

Sl. No.	Language
7.	Tamil
8.	Gujarati
9.	Marathi
10.	Odiya
11.	Bengali
12.	Assamese

Most of the queries / grievances may be resolved by the Resident Support Executives (RSEs) using the information available. For unresolved queries / grievances, the service provider shall forward the cases to the concerned departments of entities within the UIDAI ecosystem using proper escalation mechanism using UIDAI's CRM application. The escalation mechanism will be explained in details during the orientation training.

** Note: - In future UIDAI may decide to include other languages as per the languages in the 8th schedule of Indian Constitution. The same will be notified through official communication two (2) months prior. The selected service provider shall provide vernacular language agents of these languages at no extra cost to UIDAI.*

II. Outbound Voice Calls

Outbound call service shall be used to respond to queries / grievances of stakeholders not hitherto resolved earlier or for pro-actively obtaining feedback on services delivered.

The outbound calls shall also be provided in the same languages as listed above for Inbound voice Calls.

The calls/scenarios that requires outbound dialing, will be explained in details during the orientation training or any later stage during the tenure of the contract.

III. Inbound E-mails

The selected service shall reply to inbound emails received on help@uidai.gov.in, using UIDAI's CRM email module. Emails shall only be answered in English. Any Non- English emails will be forwarded to concerned regional offices of UIDAI using UIDAI CRM or any other system made available by UIDAI, no cost will be given on such e-mails.

IV. Replying Inbound Chats.

The selected service shall reply to inbound chats received on UIDAI's website, using UIDAI's application. Currently chats shall only be answered in English, however in future other languages may also be introduced.

V. End-to-End Responsibility

The Service Provider shall take end-to-end responsibility to close the loop with different entities that may have to come together to provide a

resolution to resident queries through providing management reports and also proactive follow-up. The Service Provider shall work jointly with UIDAI to identify problem resolver groups within the UIDAI program (Regional Offices of UIDAI, other divisions within UIDAI, Enrolment Agencies, Registrars, other UIDAI Eco-System Partners, Technical groups etc..) to resolve queries and grievances that reach the contact center. The Service Provider shall also work closely with UIDAI in developing work flow, escalation procedures and reporting mechanism for resolution of queries/grievances through different resolver groups. Service Provider shall interact with the identified resolver groups and assume responsibility for driving closure of open queries and grievances from different stakeholders.

A review meeting with Senior Operations member may be called upon from time to time. It is clarified here that UIDAI shall not make any additional payment in respect for any travel made for this purpose.

2. INFRASTRUCTURE & TECHNOLOGY

The selected service provider shall provide Contact Center services on an outsourced model i.e. from its premises. Cost of the entire necessary infrastructure such as office space, workstation, soft phone, headsets, connectivity etc. shall be borne by the service provider.

The selected service provider shall provide the required MPLS lines to UIDAI's Main Data Center and UIDAI's Disaster Recovery. However, in future UIDAI's Data Center is likely to be shifted to Bangalore and/or Manesar; the selected service provider shall shift their MPLS lines to UIDAI's new Main DC and DR at no extra cost to UIDAI. UIDAI shall provide access to UIDAI's applications to the selected service provider via MPLS lines from UIDAI's Data Center.

During the Data Center migrations the service provide shall provision of MPLS connectivity to all UIDAI's four (4) data centers mentioned below for

the period of minimum 2 months to a maximum of 6 months, The same is required for uninterrupted data connectivity between UIDAI's data center and service provider. If the connectivity is required for more than six (6) months, UIDAI will compensate the service provider on the actual cost of MPLS lines for the period beyond six (6) month upon submission of a different invoice which shall be validated by UIDAI's technical partner. UIDAI will inform at least 2 months prior the starting of the migration activity.

CURRENT DATA CENTER ADDRESSES	
Bharti Airtel Ltd. Plot .111 & 112, Road No 7, Near Sai Baba Hospital , EPIP Area, Whitefield, Bangalore - 560066	M/S Wipro Ltd (Unit 1), Wipro Special Economic Zone, Plot No. 2, 3 & 4, Knowledge Park (4), Noida – 201306
UPCOMING DATA CENTER ADDRESSES	
CA Site, No-1, NTI Layout, Rajiv Gandhi Nagar, Tata Nagar Entrance, Kodigehalli, Bangalore - 560092	Plot No.1, Sector M2, IMT, Manesar, Gurgaon, Haryana - 122050

The selected service provider shall be responsible for procurement and deployment of the routers (primary and secondary) at UIDAI's Main DC and DR. The selected service provider shall be responsible for maintenance of the routers placed in UIDAI's DC.

The routers provided by the selected provider must have at least 1 Gigabyte FC multimode port.

All network devices used for UIDAI ecosystem shall be monitored by UIDAI monitoring tool. The same should be supported by the service provider.

The selected service provider shall provide broadband internet access in 25% of the workstations dedicated to UIDAI to facilitate access to various

UIDAI portal/websites/applications.

The selected service provider shall provide the required space, infrastructure, etc... in its premises to install Media Gateway for outbound dialing.

The following table captures the scope of selected service provider and UIDAI pertaining to the network connectivity and access of UIDAI's application:-

Sl. NO.		Service provider	UIDAI
1.	Deployment of MPLS Lines * <i>* Expected bandwidth per user will be around 250 kbps for both voice and data packets.</i>	√	Support
2.	Provisioning of Routers Mounting space in DC	×	√
3.	Mounting of Routers in the provided space	√	Support
4.	Provisioning of power supply to the routers.	×	√
5.	Allocation of IP pool.	×	√
6.	Installation and configuration of Routers	√	×
7.	Testing of end to end network connectivity	√	Support
8.	List of UIDAI's firewall ports to be shared with the service provider.	×	√
9.	Submission of firewall access form to UIDAI	√	×

10.	Approval of firewall access form.	×	√
11.	Opening of Firewall ports at UIDAI end.	×	√
12.	Opening of Firewall ports at Service providers end.	√	×
13.	End to End testing of Connectivity.	√	Support
14.	Installation of UIDAI's Applications on Workstations	√	Support
15.	User List	√	×
16.	Creation of User IDs	×	√
17.	End to End testing of UIDAI's Applications on Workstations	√	Support
18.	Provisioning of required space, infrastructure, etc... to install Media Gateway for outbound dialing.	√	×
19.	Installation of Media Gateway for outbound dialing	Support	√
20.	End to End testing of outbound Dialer	√	√

Details of workstation configuration and other arrangements needed to be provided by the selected service provider is listed below: -

Sl. No.	Component	Description/ Recommended Configuration
1.	Workstation	Processor: - Core 2 Duo 1.8Ghz or higher Memory: - 4-GB RAM or more Display: - Super VGA with a resolution higher than 1024 x 768 Operating System :- Windows 7 Enterprise

		<p>*</p> <p>Browser : - IE 8 or IE 9 *</p> <p><i>* Currently UIDAI's CRM only works on windows 7 and IE 8 or IE 9; The selected service provider will be required to upgrade the system as per CRM up-gradation. UIDAI will inform the service provider at-least 2 months prior to the up-gradation activity. This upgrade will be supported by the selected service provider at no extra cost to UIDAI.</i></p>
2.	Softphone	<p>The selected service provider is required to provide Avaya One-X Agent soft phone. The selected service provider has to procure the Avaya One-X Agent licenses in the name of UIDAI <i>(The one-X agent licenses are returnable after the expiry of the contract, the selected service provider will be required to co-ordinate with Avaya for this process)</i> to be installed at UIDAI's DC.</p>
3.	Headset	<p>Compatible Headset for 100% workstation, with Y-jacking facility in at-least 25 % of the workstations.</p>

3. RESOURCE ON-BOARDING

UIDAI expects the selected service provider to deploy adequately skilled and trained resources for answering to contacting residents, to provide a consistent and high quality experience along with a high percentage of first time resolution (FTR). To ensure this UIDAI would expect the selected service provider to deploy resources are mentioned below:-

1. Resident Service Executive (RSE)

2. Senior Resident Service Executives (Sr. RSE)
3. Team Managers (TM)
4. Assistant Managers (AM)
5. Trainers
6. Quality Manager (QM)
7. Quality Evaluators (QE)

The selected service provider is required to do the resource planning and resource deployment, while maintaining the minimum qualification as mentioned in the table below:

Resource	Minimum Education	Language Skills	Experience
Resident Service Executive (RSE)	Must be a graduate or Higher in any discipline.	English– Read, Write and speak. Hindi - Speak. Any one vernacular language as mentioned in this section - Speak	Should have at least 6 months experience in a Call Center or telemarketing in the service industry. (expected) Fresher can also be considered. Basic computer knowledge; mandatory.
Senior Resident Service Executives (Sr. RSE)	Must be a graduate or Higher in any discipline.	Same as above	Should have at least 6 months experience in a Call Center or telemarketing in the service industry. (Mandatory) Basic computer knowledge; mandatory
Team	Must be a	Same as above	Should have at least 2

Managers	graduate or higher in any discipline. Should be trained on COPC (or similar) methodology		<p>years' experience in a Call Center or telemarketing in the service industry.</p> <p>Experience in coaching and developing skills of people.</p> <p>Should have effective problem solving and decision making skills.</p> <p>Proficient in handling call center tools, like CRM, CMS, etc...</p> <p>Experience of CRM MS dynamics 2011; preferred.</p>
Assistant Manager	Must be a graduate or higher in any discipline. Must be certified from NASSCOM (or similar Certification agency)	Same as above	<p>Should have at least 3 years' experience in a Call Center or telemarketing in the service industry.</p> <p>Experience in coaching and developing skills of people.</p> <p>Should have effective problem solving and</p>

			<p>decision making skills.</p> <p>Proficient in handling call center tools, like CRM, CMS, etc...</p> <p>Experience of CRM MS dynamics 2011; Mandatory.</p>
Trainers	<p>Must be a graduate or higher in any discipline. Should be trained on COPC (or similar) methodology</p>	Same as above	<p>Should have at least 3 years' experience in training in the field of soft skills and communications</p> <p>Should have effective problem solving and decision making skills.</p> <p>Proficient in handling call center tools, like CRM, CMS, etc...</p> <p>Experience of CRM MS dynamics 2011; Preferred.</p>
Quality Evaluator	<p>Must be a Graduate or Equivalent in any discipline.</p>	Same as above	<p>Should have at least 2 years' experience in the field of quality assurance in a BPO industry.</p>

			Should have effective problem solving and decision making skills.
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RATIO OF STAFF MEMBERS

The criteria for providing RSEs, Sr. RSEs, TMs, AMs, Trainers, QM, QEs, and is as follows:

1. One (1) Sr. RSE for every one (1) RSE (The RSE should not be reporting to a Sr. RSE; A Sr. RSE should be a better and more experienced executive.)
2. One (1) TM for every 15 RSEs/Sr. RSEs or part thereof.
3. One (1) AM for every 75 RSEs/Sr. RSEs or part thereof.
4. One (1) QE for every 30 RSEs/Sr. RSEs or part thereof.
5. One (1) Trainer for every 60 RSEs/Sr. RSEs or part thereof.

At no time the ratio can be more than the proposed size. E.g. if the contact center has 76 RSE/ Sr. RSE then the selected service provider needs to have 2 Assistant Managers.

There should be a promotional process within RSEs so as to ensure that better candidates are incentivized. E.g. RSE to Sr. RSE Sr. RSE to TM etc.

It is clarified here that UIDAI shall not make any additional payment in respect of Team Managers, Assistant Managers, QEs, Trainers etc. deployed by the selected service provider for taking escalations, supervision and control of RSEs/ Sr. RSEs calls on the floor.

All RSEs/Sr. RSEs will handle all the queries/complaints received at UIDAI Contact Center, however depending upon the technical feasibility at UIDAI's end, the service providers shall have to provide group of skilled RSEs/Sr. RSEs as per UIDAI's requirement, i.e. specialized 'Agent Groups' handling different set of queries/complaints for different categories like Aadhaar Authentication, Financial

Inclusion, Enrollment & Updation of Aadhaar, Fraud Management, etc...

All resources involved with UIDAI contact center operations will adhere with UIDAI's security guidelines. The Non-Disclosure Agreement and background check criteria will be shared with the selected service provider.

4. TRAINING

4.1 ORIENTATION TRAINING

Post Issuance of LOI to the selected service provider, UIDAI will conduct an orientation workshop either at UIDAI's premises or service provider's site as decided by UIDAI to provide process training related to Aadhaar and UIDAI's CRM tool. The training will be primarily on a **Train the Trainer** basis but all the key resources identified as per [ANNEXURE IX](#) is required to be present during this orientation; the service providers are free to include other members associated with Aadhaar process in the workshop. Below is the tentative agenda of the training: -

Topics
Introduction to Aadhaar/UIDAI
Enrollment and update of Aadhaar related.
Aadhaar letter related
Financial Inclusion related
Fraud Management System
Authentication of Aadhaar related.
CRM Tool

The orientation workshop will help the selected service provider for smooth roll out of the initial batches.

Basis on the workshop, the selected service provider is expected develop a training module & a test process for on-barding of future resources and

submit the same to UIDAI for review and approval within one calendar month of go-live date. UIDAI will review and approve the training module and the test process. In case of any changes suggested by UIDAI shall be incorporated and submitted to UIDAI within 15 days from the date of suggestion.

4.2 RESOURCE TRAINING

The selected service provider shall be responsible for conducting Aadhaar specific resource on-boarding training.

This training shall include training of UIDAI's tools, basic call handling skills, Aadhaar specific knowledge & services, soft skills, etc.

The selected service provider is also expected to evaluate each trainee's performance through appropriate test process as approved by UIDAI. The resources clearing the training evaluation test shall be forwarded for on-job training. The period for on-boarding training should be at least 5 working days. The selected service provider is required to maintain the results and evidences of training evaluation test and evidences for attending training for each trainee and make them available to UIDAI or third party auditors as and when requested by UIDAI. At no time, any resource not clearing the evaluation test should be deployed to the UIDAI's project.

4.3 ON-JOB TRAINING

The selected service provider shall also be responsible for providing on-job training to resources qualifying the training evaluation test. The methodology used for on-job training may include call y-jacking, shadow resource, continuous monitoring, call audit and feedback etc. The period for on-job training for each resource should be of at least 5 days post clearing the training evaluation test. During the on-job training it is mandatory that the RSEs/Sr. RSEs are required to handle live calls at least for 2 hours every day.

4.4 RE-FRESHER TRAINING

As in when new process updates are available, UIDAI may conduct re-fresher trainings for the selected service provider. The said trainings may happen at UIDAI's premises or service provider's site as decided by UIDAI to conduct the training. The re-fresher training will be on a **Train the Trainer** basis.

If the training is organized on any one of UIDAI's offices, the trainer from the selected service provider is required to travel to that location. UIDAI will try to intimate the service provider at least 7 days prior to training date, for necessary travel arrangements; however the selected service provider may also be prepared for immediate attendance to the re-fresher training program announced by UIDAI.

It is clarified here that UIDAI shall not make any additional payment in respect for any travel made for this purpose.

As in when new process updates are available, all RSEs and Sr. RSEs are required to mandatorily complete the re-fresher training course.

The training module & the test process should be updated based on the re-fresher course and should follow the same review and approval process as mentioned in [Para 2 of Point 4](#).

5. QUALITY ASSURANCE

The selected service provider is expected to deploy dedicated quality assurance team for entire duration of the contract. The quality assurance team should be independent of the operations and training team. The quality assurance team should have the facility of remote screen viewing of agent workstations and remote call listening. The quality assurance team is responsible for the following, but not limited to: -

- a. Ensuring that the resources deployed are in confirmation to minimum qualification set out in ['RESOURCE ON-BOARDING'](#) in this section.
- b. Monitoring 50% calls of all the RSEs/ Sr. RSEs during on-job training.
- c. Monitoring the performance of RSEs and Sr. RSEs on the basis of

UIDAI provided Quality Template by reviewing at-least 30 calls or 15 emails (in case of email agents) per RSE/Sr. RSE per month.

- d. Providing feedback and executing Continuous Improvement Plan (CIP) in order to exceed the target service levels & KPIs mentioned in this RFP.
- e. Performing root cause analysis for repeated failure in service delivery and sharing the report for the same with UIDAI.
- f. Providing help in enhancing the existing training modules, frequently asked questions, etc... that help improve in-house operations as well as provide analysis for UIDAI Eco-system partners.
- g. The Quality template will be shared with the selected service provider only.

6. REPORTING AND ANALYTICS

The selected service provider shall provide a Reporting/Analytics team to prepare performance dashboard of the Aadhaar Operations, this shall include (but not limited to) all KPI & SLA parameters mentioned in this RFP. This reporting/MIS team may or may not be dedicatedly assigned for Aadhaar operations.

The first cut of the performance dashboard shall be prepared and submitted to UIDAI for review and approval within 15 calendar days from the date of go-live. The first cut of the performance dashboard shall contain all the operational SLAs and KPIs mentioned in this RFP.

UIDAI shall provide the feedback and suggestions within 1 month of submission of the performance dashboard.

The performance dashboard should be finalized within 60 days from the date of go-live as per UIDAI's feedback and expectations.

In addition, this team should also be capable of generating Adhoc/customized reports/ MIS as per UIDAI's requirement.

The report format shall be flexible and shall be made available either in excel, pdf, txt or any other user-friendly structure/format on the request of UIDAI from time to time. The report should be configurable to be e-mailed to a defined mailing list.

SECTION – V: SERVICE LEVEL AGREEMENTS, KPIs, WAIVER AND COMPENSATIONS

SERVICE LEVEL AGREEMENTS

Service Level Agreement is to clearly define the levels of service which shall be provided by the selected Service Provider to UIDAI.

BENEFITS OF SLA: -

The SLAs mentioned in this section triggers a process that applies the UIDAI and the Service Provider management attention to some aspect of performance when that aspect drops below an agreed upon threshold, or target.

The SLAs mentioned in this section makes explicit the expectations that UIDAI has for performance, from the selected service provider.

Helps UIDAI control the deliverables, agreed levels and performance of Service Provider.

SERVICE LEVEL AGREEMENT (SLA) PARAMETERS

The Selected Service Provider shall agree to the following service level agreement (SLA) parameters while providing contact center services to UIDAI's stakeholders. These SLAs shall be tracked on a periodic basis and are envisaged to have penalty and or liquidation damage clauses on non-adherence to any of them.

The SLA parameters are divided into 2 (two) types: -

1. One-Time SLA Parameters.
 - (i) Commencement of services
 - (ii) First cut Submission of performance dashboard
 - (iii) Final Submission of performance dashboard
 - (iv) Submission of training module & test process
 - (v) Final submission of training module & test process.
2. Operational SLA Parameters.
 - (i) Network uptime (uninterrupted connectivity to UIDAI's DC)

- (ii) Service level % (SL %)
- (iii) Call abandoned rate
- (iv) Call quality score
- (v) Resident satisfaction (IVRS)
- (vi) Average handle time (AHT)
- (vii) Agent productivity (AP)
- (viii) Average response time for email.
- (ix) Count incorrect email responses.
- (x) First time resolution (FTR)
- (xi) Quality of Service (QoS)

SERVICE LEVEL AGREEMENT APPLICABILITY

The One-Time SLA parameters noted below in the Service Level Agreement will start to be applicable from the date of go-live and operational SLA parameters after the completion of 90 calendar days from the date of go-live. Any holidays in between the 90 days period will be counted as part of the 90 days.

For example: -

Date of Go-live: - 1st January 2015

90 days No SLA period – 1st January 2015 – 31st March 2015 = 90 Calendar days.

SLA Applicable from date: -1st April 2015

SLA PARAMETERS

1. ONE-TIME

Sl. No.	Deliverable	Definition	Measurement Criteria	Timeline	Penalty
1.	Commencement of services	Commence the service as per the scope of work of RFP	Within 45 days from the date of signing the contract between the Purchaser and the Service Provider	Within 45 days (including 45 th Day)days from the date of signing the contract between the Purchaser and the Service Provider	Nil
				Delay of every 7 days from 45 th day from the date of signing the contract between the Purchaser and the Service Provider	1% for every 7 days delay from the first invoice. Capped at maximum 5%
2.	First cut Submission of performance dashboard	The first cut of the performance dashboard shall be prepared and submitted to UIDAI for review and feedback.	The first cut of the performance dashboard shall contain all the operational SLAs and KPIs mentioned in this RFP with at least 10 days of operational data. The performance dashboard should be in MS excel.	Within 15 calendar days (including the 15 th day) from the date of go-live	Nil
				> 15 calendar days from the date of go-live.	1% of every months bill, till the deliverable is complete.
3.	Final Submission of performance dashboard	Final performance dashboard with due incorporation of any changes suggested by UIDAI.	Final performance dashboard with due incorporation of any changes suggested by UIDAI.	Within 60 calendar days (including the 60 th day) from the date of suggestions received	Nil

				from UIDAI.	
				>60 calendar days (including the 60 th day) from the date of suggestions received from UIDAI.	1% of every months bill, till the deliverable is complete.
4.	Submission of training module & test process	As defined in the “training” section basis on the workshop arranged by UIDAI, the selected service provider is expected to develop a training module & a test process for on-barding of future resources and submit the same to UIDAI for review and approval.	The training module & test process should cover all the aspects of Aadhaar process covered during the workshop.	Within 30 calendar days (including the 30th day) from the date of go-live.	Nil
				> 30 calendar days (including the 30th day) from the date of go-live.	1% of every months bill, till the deliverable is complete.
5.	Final submission of training module & test process.	Final training module & test process with due incorporation of any changes suggested by UIDAI.	Final training module & test process with due incorporation of any changes suggested by UIDAI.	Within 15 calendar days (including the 15 th day) from the date of suggestions received from UIDAI.	Nil
				> 15 calendar days (including the 15 th day) from the date of suggestions received from UIDAI.	1% of every months bill, till the deliverable is complete.

2. OPERATIONAL

1. NETWORK UPTIME (UNINTERRUPTED CONNECTIVITY TO UIDAI'S DC)

Applicability: - MPLS connectivity to UIDAI's Data Center.

Definition: - Network uptime represents the percentage of time that the network is successfully operational. Uptime is calculated on the respective day's operations hours i.e. 7 AM – 11 PM (Weekdays), 8 AM – 5 PM (Sundays) excluding Non- Working on 3 National Holidays.

Formula: - Total uptime in minutes/ Total minutes of operations in a month.

Example: - If the system was down for 2 hours in the month of January 2015, Uptime will be calculated as $[(27120 - 120)/27120] \times 100 = 99.56\%$. ([Refer Annexure X](#)).

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	$\geq 99.5\%$	Nil
		$\geq 98.7\%$ but $< 99.5\%$	1.0% of monthly billed amount
		$\geq 97\%$ but $< 98.7\%$	3.0% of monthly billed amount
		$\geq 95\%$ but $< 97\%$	5.0 % of monthly billed amount
		$< 95\%$	10% of monthly billed amount

2. Service Level % (SL %)

Applicability: - Inbound voice calls.

Definition: - This is the percentage of calls that are answered by the contact center operators within a specified time period.

Formula: - - $\frac{\text{Calls Answered within a threshold of 20 seconds across all languages}}{\text{Total Calls offered across all languages} - \text{Abandoned calls with less than or equal to 10 seconds queue time across all languages}}$

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	>80%	Nil
		>=75% and <80%	1% of monthly billed value
		>=70% and <75%	2% of monthly billed value
		<70%	5% of monthly billed value

3. CALL ABANDONED RATE

Applicability: - Inbound voice calls.

Definition: - The % of inbound voice calls that requested for a RSE but got disconnected before being answered by the RSE. (Only calls that get disconnected after 10 seconds after being transferred from IVRS to ACD queue will be considered for computation of this SLA).

Formula: - - (Total Abandoned calls across all languages – Abandoned calls with less than or equal to 10 seconds queue time across all languages.)/ /Total Calls Offered across all languages.

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	<=3%	Nil
		>=3% and <5%	3% of monthly bill value
		>=5% and <10%	5% of monthly bill value
		> 10%	10% of monthly bill value

4. CALL QUALITY SCORE

Applicability: -All interactions.

Definition: - Call quality audit score is a method of scoring RSE/Sr. RSE's calls against predefined parameters to ensure that the RSEs/Sr. RSEs are adhering to the quality standards defined by UIDAI.

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	> 85%	Nil
		Between 80% to 85%	1% of monthly billed value
		Between 75% to 80%	2% of monthly billed value
		< 75%	5% of monthly billed value

5. RESIDENT SATISFACTION (IVRS)

Applicability: -Inbound & Outbound voice calls.

Definition: - This is the measure of resident's satisfaction with the way their query/complaint has been handled by the RSE/Sr. RSE. The Service Provider shall be responsible for maintaining a minimum level of resident satisfaction based on the criteria defined by UIDAI. The satisfaction level of residents shall be collected on a five pointer scale of 5: "Very satisfied", 4: "Satisfied" 3: "Average", 2:"Dissatisfied" and 1: "Very Dissatisfied".

Formula: - - (Sum of 5: "Very satisfied", 4: "Satisfied")/ /Total number of surveys

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	>=85 %	Nil
		>=80% but <85%	2% of the monthly bill value
		>=75% but <80%	5% of the monthly bill value

Note: - Recording of calls being transfer to IVRS for feedback may or may not be available for future listening.

6. AVERAGE HANDLE TIME (AHT)

Applicability: -Inbound & Outbound voice calls.

Definition: -It is the average amount of time a RSE spends either talking on a call or average amount of time a RSE places a call on hold or average amount of time spend on after call work in relation to an inbound call.

Formula: - -

For Inbound calls: -

[(Sum of Talk Time + Sum of Hold Time + Sum of Wrap Time)/Sum of calls handled] across all languages.

For outbound calls: -

[(Sum of Talk Time + Sum of Hold Time)/Sum of outbound calls] across all languages.

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	<=240 seconds	Nil
		>240 seconds <= 270	2% of monthly billed amount.
		>270 seconds <= 300	3% of monthly billed amount.
		>300 seconds	5% of monthly billed amount.

7. AGENT PRODUCTIVITY (AP)

Definition: -This is defined as the percentage of time a RSE/Sr. RSE is productive for Aadhaar process against the total duration he/she is connected using his/her login ID to UIDAI's Automatic Call Distribution (ACD) system in any mode pre-defined in UIDAI's Automatic Call Distribution (ACD) system.

Formula: - -

$$\frac{[(\text{Talk Time} + \text{Hold Time} + \text{After Call Work Time} + \text{Available Time} + \text{Other productive Auxiliary Time}) - \text{nonproductive Auxiliary Time}] / \text{Total Staffed Time}] * 100$$

Where,

Talk Time: - Length of time spent by a RSE/Sr. RSE talking to an inbound call or outbound call.

Hold Time: - Length of time spent by a RSE/Sr. RSE with an inbound or \outbound call on hold.

After Call Work Time: - Length of time spent by a RSE/Sr. RSE in ACW mode.

Available Time: - Length of time spent by a RSE/Sr. RSE in available mode waiting for calls from split/skill.

Other productive Auxiliary time: - Length of time spent by a RSE/Sr. RSE on productive Auxiliary time on UIDAI's ACD system.

Productive Auxiliary time are: -

Aux 3 – On-Job training

Aux 4 – Quality Feedback

Aux 5 – E-mail Support

Aux 6 –Briefing

Aux 9 – Re-Fresher Training

Aux 0 – Outbound

Non Productive Aux Time: - Length of time spent by a RSE/Sr. RSE on nonproductive Auxiliary time on UIDAI's ACD system.

Nonproductive Auxiliary time are: -

Aux 1 – 15 Minutes Break.

Aux 2 – 30 Minutes Lunch / Dinner Break.

Aux 7 – Meeting/Vendor

Aux 8 – Headset/Desktop Issue

Staffed Time: - Length of time spent by a RSE/Sr. RSE connected using his/her login ID to UIDAI's Automatic Call Distribution (ACD) system in any mode pre-defined in UIDAI's Automatic Call Distribution (ACD) system

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	>= 85%	Nil
		>=80% but <85%	2% of monthly billed value
		>=75% but <80%	5% of monthly billed value
		< 75%	10% of monthly billed value

8. AVERAGE RESPONSE TIME FOR EMAIL.

Applicability: -E-mail Interactions.

Definition: -The average response time for an email is a measurement of the number of hours it takes to provide a response/attend to an email-based inquiry.

Formula: - -

Sum of Response Times/ Total Number of Email Inquiry

Measurement Interval	Reporting period	Target	Penalty
Ongoing	Monthly	<=24Hours	Nil
		>24 Hours<= 30 Hours	2% of monthly billed amount.
		>30 Hours<= 36 Hours	3% of monthly billed amount.
		>36 Hours	5% of monthly billed amount.

9. COUNT INCORRECT EMAIL RESPONSES.

Applicability: -E-mail.

Definition: -To measure number of incorrect e-mails replied by service provider.

Formula: - -

Count of incorrect e-mails replied by service provider.

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	Zero (0)	Nil
		For every count of incorrect reply of e-mail	1000 × “ E-mail Discovered Cost ” Per e-mail.

10. First Time resolution (FTR)

Applicability: -Inbound Phone and E-mail.

Definition: - This refers to the percentage of calls/e-mails resolved at first line, without the need for escalation to other support groups. The service provider’s agent is expected to resolve the issue or answer the question during the first contact.

Formula: - -

Count of FTR cases /Count of cases created

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	> 80%	0.5% of the monthly bill value for every 2.5% actual FTR below

11. Quality of Service (QoS)

Applicability: -Inbound Phone and e-mail.

Definition: -Quality of service (QoS) is the overall performance of UIDAI Call Center, particularly the performance experienced by the residents. This refers to the calls/e-mails audited by an independent third party auditor.

Formula: - -

Count of Survey(Very Good, Good)/Total Count of Survey

Measurement Interval	Reporting period	Target	Penalty
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Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	> 80%	0.5% of the monthly bill value for every 2.5% actual Quality of Service (QoS) below target.

KEY PERFORMANCE INDICATORS (KPIs)

Similar to SLAs defined in the above section, there are other critical performance parameters that shall be tracked on a regular basis to evaluate the contact center's performance. UIDAI reserves the right to include any of these KPIs as part of the SLAs from a future date in consultation with the Service Provider.

Unlike SLAs, these KPI's shall not be linked to commercial penalties, but the Service Provider is expected to maintain and ensure that its performance on these parameters is acceptable. If the Service Provider fails to meet these expectations consecutively for 3 months, UIDAI reserves the rights to link these KPIs to commercial penalties.

1. ACCURACY OF COMPLAINT LOGGING BY OPERATORS.

Applicability: -All Interactions.

Definition: -To measure the accuracy with which RSEs/Sr. RSEs register interactions to ensure that not more than a small percentage of complaints are incorrectly captured. This is the percentage of interactions that have been captured incorrectly by the RSEs/Sr. RSEs making it difficult to resolve the same.

Formula: - -

The interactions that have been wrongly captured shall be used to calculate the % of incorrect interactions logged by RSEs/Sr. RSEs using the following formulae: Total number of wrongly tagged interactions / Total interactions logged for the month.

Measurement Interval	Reporting period	Target	Penalty
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Measurement Interval	Reporting period	Target	Penalty
Weekly	Monthly	<= 15%	Nil
		>15% but <=20%	2% of monthly billed amount.
		> 20% but <=25%	3% of monthly billed amount.
		>25%	5% of monthly billed amount.

2. INTERACTIONS RECORDPERCENTAGE.

Applicability: -All Interactions.

Definition: -To measure percentage of interactions¹recorded in UIDAI's CRM system.

Formula: - -

Number of cases created or modified in UIDAI's CRM system/Number of Interactions

Measurement Interval	Reporting period	Target	Penalty
Weekly	Monthly	>= 95%	Nil
		>=90% but <95%	2% of monthly billed amount.
		>=85% but <90%	3% of monthly billed amount.

¹ Interactions are defined as Inbound voice calls, outbound voice calls, emails & chat

Measurement Interval	Reporting period	Target	Penalty
		< 85%	5% of monthly billed amount.

3. AVERAGE HOLD TIME.

Applicability: -Inbound & Outbound voice calls.

Definition: -This is measured as the average time a call was put on hold by the RSE/Sr. RSE.

Formula: - -

Total Hold Time/(Sum of Calls Handled + Sum of Outbound Calls)

Measurement Interval	Reporting period	Target	Penalty
Weekly	Monthly	<=20 seconds	Nil
		>20 seconds <= 30 seconds	2% of monthly billed amount.
		>30 seconds <= 35 seconds	3% of monthly billed amount.
		>35 seconds	5% of monthly billed amount.

4. AVERAGE WRAP TIME.

Applicability: -Inbound voice calls.

Definition: -This is measured as the average time spent by the RSE/Sr. RSE in wrap mode.

Formula: - -

Total wrap Time/(Sum of Calls Handled + Sum of Outbound Calls)

Measurement Interval	Reporting period	Target	Penalty
Weekly	Monthly	<=5seconds	Nil
		>5seconds <= 10seconds	2% of monthly billed amount.
		>10seconds <= 15seconds	3% of monthly billed amount.
		>15seconds	5% of monthly billed amount.

The penalties on individual SLAs would be applied individually. However, if the total penalties exceeds by 25% of the billed amount, the aggregated penalty would be capped at 25% of the billed amount.

PROJECTIONS & COMPENSATIONS

PROJECTIONS: -

Calls/E-mail projections will be derived as per the below illustration:-

The projections of the upcoming month will be on the basis of calls/e-mails/chats trends of the previous 2 months. The same should be calculated on 16th day of every month to determine a 45 days advance forecast.

For Example: -

Calls received for the period 16th of March 2015 – 15th of May 2015 = 1,00,000.

Call Projections for July 2015 = $(1,00,000)/2 = 50,000$

The same process should be followed for e-mails and chats.

VARIANCE % W.R.T PROJECTIONS: - A variance of $\pm 10\%$ is expected from the projected volume, ranging from 90% (*Lower Limit*) to 110% (*Upper Limit*) of the projected volume and the service provider should be equipped to handle the same. However, if the variance is more than $\pm 10\%$ of the projected volume, UIDAI will compensate the service provider as detailed below: -

COMPENSATIONS

ACTUAL VS PROJECTED CALL VOLUME

If the % of variance (Actual Calls Offered/Projected call Volume) against the projected call volume is:-

1. **Greater than or equal 90% or less than or equal to 110%** -ALL SLAs will be calculated on Actuals.
2. **Less than 90%** -Volume % Less than 90% will be translated to Connect Minutes as per the below formula and paid to vendor over and above the actual Connect Minutes for the invoice month: -

Formula: $-(\% \text{ less than } 90 \% \text{ of the invoice month} \times \text{Calls Projected for the invoice Month}) \times \text{AHT of the invoice Month (Minutes)}$.

For example: -

If,

Calls Projected = 10,000

Lower Limit (90%) = 9,000

Upper Limit (110%) = 11,000

Actual Offered = 8,500

AHT for Invoiced month = 300 Seconds/5 Minute

Actual Offered /Projected Call = $8,500/10,000 = 85\%$

% less than 90 % = $90\% - 85\% = 5\%$

Extra Connect Minutes to be paid for the invoiced month = $(5\% \times 10,000) \times 5 = 500 \times 5 = 2500$ Connect Minutes

ALLSLAs will be calculated on Actuals.

3. **Greater than 110%** waiver on below listed SLAs will be granted to the service provider as per the conditions detailed below: -

a. CALL ABANDONED RATE –

CONDITION 1: -

If Offered Vs Projected > 110% and Handled Vs Upper Limit of Projection >= 97%
CALL ABANDONED RATE for the invoiced month will be **waived off**.

CONDITION 2: -

If Offered Vs Projected > 110% and Handled Vs Upper Limit of Projection < 97%

The abandoned % will be calculated only on the upper limit of the projected volume.

Abandoned Rate = - (Total Abandoned calls across all languages – Abandoned calls with less than or equal to 10 seconds queue time across all languages.)/Upper Limit of the projected volume across all languages.

b. SERVICE LEVEL% (SL %)

For every 10 % increase above the upper limit of the projected volume (i.e. 110%) 5% decrease in the SLA slab of Service Level % will be allowed.

For example: if the % variance is 120% i.e. 10 % above the upper limit of the projected volume, below will be effective SLA slabs for SL %: -

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	>75%	Nil
		>=70% and <75%	1% of monthly billed value
		>=65% and <70%	2% of monthly billed value
		<65%	5% of monthly billed value

ACTUAL Vs PROJECTED E-MAIL VOLUME

If the % of variance (Actual E-mail Received/Projected E-mail Volume) against the projected E-mail volume is:-

1. **Greater than or equal 90% or less than or equal to 110%** - ALL SLAs will be calculated on Actuals.
2. **Less than 90%** -Volume % Less than 90% will be paid to the service provider over and above the actual e-mails replied for the invoice month: -

Formula: -% less than 90 % of the invoice month × No. Of e-mails Projected for the invoice Month × “**E-mail Discovered Cost**” Per e-mail.

ALLSLAs will be calculated on Actuals.

3. **Greater than 110%**- For the e-mails received beyond the upper limit of the projected volume (110%), the service provider has to attend all the additional e-mails within 48 hours. In case of unattended these additional e-mails, penalty will be imposed as per the below slabs: -

Measurement Interval	Reporting period	Target	Penalty
Ongoing	Monthly	<=48Hours	Nil
		>48 Hours<= 60 Hours	2% of monthly billed amount.
		>60 Hours<= 72 Hours	3% of monthly billed amount.
		>72 Hours	5% of monthly billed amount.

TOLL FREE NUMBER OUTAGE

In case of UIDAI's Toll Free Number outage the compensation will be granted to the service provider as detailed below:

Formula -

Outage compensation minutes = Toll Free Outage Minutes × No. Impacted Workstations (RSE/Sr. RSEs only)

The 'outage compensation minutes' will be aggregated for each outage instance for the month as per the above formula.

This outage compensation minutes will be over all above the actual connect minutes. **ALLSLAs will be calculated on Actuals.**

Where,

Toll Free Outage Minutes is defined as the aggregated minutes when UIDAI's toll free number is out of service.

No. of impacted workstations is defined as the number of agents on call just before outage occurred. The service provider needs to provide a snapshot of the CMS which will be validated by UIDAI's technical partner.

If the **ACTUAL VS PROJECTED CALL VOLUME** is less than 90% because of Toll Free number outage the compensation will only be provided as per the conditions mentioned under **ACTUAL VS PROJECTED CALL VOLUME**. No separate compensations will be provided for **TOLL FREE NUMBER OUTAGE**.

SECTION-VI: - GENERAL AND SPECIAL CONDITIONS OF CONTRACT

PART-I: - GENERAL CONDITIONS

1. GENERAL PROVISIONS

1.1. Definitions

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

1.1.1. "**Applicable Law**" means the laws and any other instruments having the force of law in India.

1.1.2. "**Bidder**" means the entity bidding for the services under the Contract.

1.1.3. "**Connect Minutes**" is defined as aggregated connect minutes obtained after aggregating duration of individual calls (inbound/outbound) in seconds divided by 60.

Connect Minutes = $\text{Sum (Talk Time (Seconds) + Hold Time (Seconds) + After Call Work Time (Seconds))} / 60$

Where,

Talk Time: - Length of time spent by a RSE/Sr. RSE talking to an inbound call or outbound call.

Hold Time: - Length of time spent by a RSE/Sr. RSE with an inbound or \outbound call on hold.

After Call Work Time: - Length of time spent by a RSE/Sr. RSE in ACW mode.

- 1.1.4. "**Contract**" means the Agreement entered into between the Purchaser and the Service Provider, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein
- 1.1.5. "**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.
- 1.1.6. "**Effective Date**" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- 1.1.7. "**GC**" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- 1.1.8. "**Government**" means the Government of India.
- 1.1.9. "**In writing**" means communication in written form with proof of receipt.
- 1.1.10. "**Member**" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- 1.1.11. "**Party**" means the Purchaser or the Service Provider, as the case may be, and "Parties" means both of them.
- 1.1.12. "**Personnel**" means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.
- 1.1.13. "**Purchaser**" means the entity purchasing the services under this Contract
- 1.1.14. "**Resident**" means resident of India.
- 1.1.15. "**SC**" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- 1.1.16. "**Service Provider**" means any private or public entity that will provide the Services to the Purchaser under the Contract. The Service Provider is the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement.

1.1.17. **"Services"** means the work to be performed by the Service Provider pursuant to this Contract, as described in [SECTION-IV - SCOPE OF WORK](#) of this RFP hereto.

1.1.18. **"UIDAI"** means Unique Identification Authority of India.

1.2. Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3. Law Governing Contract

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

1.4. Language

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.

1.5. Notices

1.5.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person 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.

1.5.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6. Location

The Services shall be performed at such locations, as the Purchaser may approve.

1.7. Authorised Representatives

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.

1.8. Taxes and Duties

The Service Provider and their Personnel shall pay all such direct and indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India.

1.9. Fraud and Corruption

1.9.1. Definitions

It is the Purchaser's policy to require that the Purchaser as well as Service Providers observe the highest standard of ethics during the selection and execution of such contracts. The Purchaser also requires that the Service Provider 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 defines, for the purpose of this provision, the terms set forth below as follows:

1.9.1.1 "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;

1.9.1.2 "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.

1.9.1.3 “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;

1.9.1.4 “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;

1.9.1.5 “unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;

1.9.2.Measures to be taken by the Purchaser

1.9.2.1 The Purchaser may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;

1.9.2.2 The Purchaser may also sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.

1.9.3.Commissions and Fees

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

1.10. Interpretation

In this Contract unless a contrary intention is evident:

- 1.10.1. the clause headings are for convenient reference only and do not form part of this Contract;
- 1.10.2. unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- 1.10.3. 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;
- 1.10.4. a word in the singular includes the plural and a word in the plural includes the singular;
- 1.10.5. a word importing a gender includes any other gender;
- 1.10.6. a reference to a person includes a partnership and a body corporate;
- 1.10.7. a reference to legislation includes legislation repealing, replacing or amending that legislation;
- 1.10.8. where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;
- 1.10.9. 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.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date, the Contract comes into effect is defined as the **Effective Date**.

2.2 Termination of Contract for Failure to Become Effective

2.2.1 Termination of Contract for Failure to Become Effective: If the selected Service Provider is unable to commence the service within the specified period or extended up till 35 days from the specified period, as per the scope of work of RFP, UIDAI may declare this Contract null and void and in the event of such a declaration, the Performance Bank Guarantee is liable to be forfeited by UIDAI.

2.2.2 Termination of Contract subject to necessary approvals: Notwithstanding the duration of the contract stated in GC 2.4, the UIDAI, without prejudice or liability, reserves the right to terminate the contract.

2.3 Commencement of Services

The Service Provider shall begin carrying out the Services not later than **45 days** after signing of the Contract. The said period may be extended further till 35 days, but will attract penalty as specified in [SERVICE LEVEL AGREEMENTS under the SLA "Commencement of services"](#).

2.4 Expiration of Contract

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. The Contract may be extended by a period of one year or a part thereof, subject to satisfactory performance.

2.5 Entire Agreement

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

2.6 Modifications or Variations

2.6.1 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.

2.6.2 In cases of substantial modifications or variations, required by the service provider, the prior written consent of the Purchaser is required.

2.7 Force Majeure

2.7.1 Definition

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

2.7.1.2 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.

2.7.1.3 Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract

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.

2.7.3 Measures to be Taken

2.7.3.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.7.3.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

2.7.3.3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.3.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Purchaser, shall either:

(i) emobilize; or

(ii) Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

2.7.3.5 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause [GC 8](#).

2.8 Suspension

The Purchaser may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.

2.9 Termination

2.9.1 By the Purchaser

The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (2.9.1.1) through (2.9.1.11) of this Clause GC 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) day written notice of termination to the Service Provider.

- 2.9.1.1 If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.
- 2.9.1.2 If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- 2.9.1.3 If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 2.9.1.4 If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 2.9.1.5 If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.
- 2.9.1.6 If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.
- 2.9.1.7 If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one chance to the Service Provider to improve the quality of the services.
- 2.9.1.8 If the Service Provider has been blacklisted by the UIDAI or disqualified for any reason.
- 2.9.1.9 If the Service Provider fails to fulfill its obligations under Clause G.C 3.3 hereof.

2.9.1.10 If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.9.1.11 In the event of Service Provider found :

2.9.1.11.1 Sub-contracting of work/services without the prior written approval of UIDAI.

2.9.1.11.2 Provided incorrect information to UIDAI.

2.9.1.11.3 Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.

2.9.1.12 The purchaser may, without prejudice to any other remedy for breach of contract, may terminate this contract and forfeit the performance bank guarantee, performance attracts maximum penalty of 25% leviable under the provisions of contract for continuous three months on account of combined SLAs by giving two chances for improvement before termination.

2.9.2 By the Service Provider

The Service provider 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 (2.9.2.1) through (2.9.2.4) of this Clause GC 2.9.2:

2.9.2.1 If the Purchaser fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.

2.9.2.2 If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

2.9.2.3 If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause [GC 8](#) hereof.

2.9.2.4 If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Purchaser of the Service Provider's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations

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 Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause [GC 3.6](#) hereof; and
- iv. any right which a Party may have under the Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC [2.9.1](#) or GC [2.9.2](#) hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Service Provider and equipment and materials furnished by the Purchaser, the Service Provider shall proceed as provided, respectively, by Clauses [GC 3.9](#) or [GC 3.10](#) hereof.

2.9.5 Payment upon Termination

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 Service

Provider:

- 2.9.5.1 If the Contract is terminated pursuant to Clause GC 2.9.1.4, 2.9.1.7, 2.9.1.9, 2.9.1.11.1 to 2.9.1.11.3 or 2.9.2, remuneration pursuant to Clause [GC 6.3.3](#) hereoffor Services satisfactorily performed prior to the effective date of termination;
- 2.9.5.2 If the agreement is terminated pursuant of Clause GC 2.9.1 2.9.1.1 to 2.9.1.3, 2.9.1.5, 2.9.1.6, 2.9.1.8, 2.9.1.10, the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Service Provider will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.

2.9.6 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause 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.

2.10 Extension of Contract

The contract may be extended for a period as required by the Purchaser based on mutual agreement.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 Standard of Performance

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

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

The payment of the Service Provider pursuant to Clause GC6 shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and agents or either of them similarly shall not receive any such additional payment.

3.3 Prohibition of Conflicting Activities

The Service Provider shall not engage, and shall cause their Personnel as well as 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.

3.3.1 The Service Provider shall keep safe, secure and confidential and protect from unauthorized access, loss or damage all demographic information, and all documents, data and information of any nature provided to the Service Provider for the discharge of services.

3.3.2 The Service Provider shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from UIDAI, other than required for discharge of services.

3.3.3 The Service Provider shall not give access to the information or data collected and received from UIDAI in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorised personnel and only used in the manner prescribed by the UIDAI.

3.4 General Confidentiality

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

3.5 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified 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.

3.6 Accounting, Inspection and Auditing

3.6.1 The Service Provider (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 upto five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by

auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be.

3.6.2 The Purchaser shall have the right to carry out inspection checks, audits of the Service Provider's premises and/ or locations, facilities, or point of delivery of services performed under this contract.

3.6.3 The Purchaser shall have the right to carry out scheduled/ un-scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider.

3.7 Sub- contracting

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

3.8 Reporting Obligations

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

3.9 Rights of Use

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

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

3.10.1 The Data, information, documents provided by the Purchaser to the Service Provider is the property of the Purchaser. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.

3.10.2 The Service Provider shall not use the information, the name or the

logo of the Purchaser and or Government of India except for the purposes of providing the services as specified under this contract.

3.10.3 The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser.

3.10.4 The Service Provider shall follow the Security Guidelines issued by UIDAI.

3.10.5 The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the IT Act, the UIDAI Bill and other relevant Acts.

3.10.6 The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements. Audit report by such an audit shall be final and binding on the Parties.

3.10.7 The rogue behavior of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.

3.10.8 The cost of third party independent audit, which is taken up or any instance of irregularity on the part of the service provider during the course of or at the termination of the contract, under the provisions of the contract, is to be borne by the service provider.

3.11 Equipment & Materials Provided by the Service provider

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

3.12 Intellectual Property Rights (IPR)

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

property of the Purchaser.

3.13 Assignment

The Service Provider shall not assign, in whole or in part, any of their obligations under this Contract.

4. SERVICE PROVIDER'S PERSONNEL

4.1 General

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

4.2 Project Manager

If required by the Purchaser, the Service Provider shall ensure that at all times during the Service Provider's performance of the Services, a 'Project Manager', acceptable to the Purchaser, shall take charge of the performance of such Services. The Project Manager shall act as a single point of Contact.

5. OBLIGATIONS OF THE PURCHASER

5.1 ASSISTANCE AND EXEMPTIONS

Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall:

5.1.1 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.

5.1.2 Provide to the Service Provider and Personnel any such other assistance as may be specified in the SC.

5.1.3 The Purchaser may exempt the penalties, which are applicable on the basis of SLAs and levied on the monthly bills, on the written justifications provided by the service provider.

5.2 Change in the applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable

Laws of India with respect to taxes and duties, which are directly payable by the Service Provider for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Service Provider in performing the Services, then the Purchaser reserves the right to negotiate with the Service Provider.

5.3 Services, Facilities and Property of the Purchaser

5.3.1 The Purchaser shall make available to the Service Provider and its Personnel, the services, facilities and property, as mutually agreed, at the times and in the manner required by the Service Provider for efficient discharge of Services.

5.3.2 In case that such services, facilities and property shall not be made available to the Service Provider as and when required, the Parties shall agree on any time extension that may be appropriate to grant to the Service Provider for the performance of the Services.

5.4 Payment

In consideration of the Services performed by Service Provider under this Contract, the Purchaser shall make to the Service Provider such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel

5.5.1 If required, the Purchaser shall make available to the Service Provider, free of charge, such professional and support counterpart personnel, to be nominated by the Purchaser with the Service Provider's advice.

5.5.2 Professional and support counterpart personnel, excluding Purchaser's liaison personnel, shall normally work under the direction of the Service Provider. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Service Provider that is in-consistent with the position occupied by such member, the Service Provider may request the replacement of such member, and the Purchaser shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE SERVICE PROVIDER

6.1 Payment for Services

- 6.1.1 The purchaser shall bear the telecom costs toward Toll Free Numbers owned by it.
- 6.1.2 The Service Provider shall be paid, as per the **'Discovered Cost'** for carrying out/delivery of services as enumerated in Section-IV.
- 6.1.3 The amount payable shall be finalized after taking into account the Penalties and Exemptions, if any applicable.
- 6.1.4 The Purchaser shall make the payment within 45 days of receiving the invoice from the Service Provider.

6.2 Currency of Payment

All payments shall be made in Indian Rupees

6.3 Terms of Payment

The payments in respect of the Services shall be made as follows:

- 6.3.1 The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on 'Calendar month' basis" along with the penalties in line with SLAs/KPIs mentioned in [Section-V](#). The selected vendors may submit their monthly bill by the 10th day of the next month which will be paid within 45 days of submission of the bill.
- 6.3.2 The invoices submitted and SLAs imposed will be verified by UIDAI's MSP.
- 6.3.3 The Service Provider shall provide a billing system that can compute price and penalties in real-time, accessible to UIDAI.
- 6.3.4 In the event of any wrong payment to Service Provider, the difference shall be adjusted in the subsequent payments.
- 6.3.5 All payments under this Contract shall be made to the accounts of the Service Provider specified in the SC.
- 6.3.6 In case of early termination of the contract, the payment shall be made to the Service Provider as mentioned here with:
- 6.3.7 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 Service Provider shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the specified rate/s.

7. GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

8.1.1 All disputes shall at the first instance be resolved through good faith negotiations, negotiations shall begin promptly after a party has delivered to the other party a written request for such consultation.

8.1.2 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.

- 8.1.3 If the parties are unable to resolve the dispute in question within 30 days of the commencement of the negotiation or the dispute cannot be amicably settled within 60 days following the response of that party, in terms of the above clause then clause GC 8.2 shall become applicable.

8.2 ARBITRATION

- 8.2.1 Any dispute between the Parties arising out or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996. The authority to appoint the arbitrator(s) shall be the International Centre for Alternate Dispute Resolution. The International Centre for Alternate Dispute Resolution will provide administrative services in accordance with the ICDR Arbitration Rules, 1996.

In any arbitration proceeding hereunder:

- Proceedings shall, unless otherwise agreed by the parties, be held in New Delhi;
- The English language shall be the official language for all purposes
- The governing law shall be THE ARBITRATION AND CONCILIATION ACT,1996, as amended from time to time; and
- The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

- 8.2.2 The decision to continue of performance of their respective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings.

- 8.2.3 The parties shall use their best endeavors to procure that the

decision of the arbitrator is given within a period of six months or as after as is possible after it has been demanded.

8.2.4 The expenses of the arbitrators as determined by the arbitrator shall be shared equally by the Purchaser and the Service Provider. 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.

8.3 LIQUIDATED DAMAGES

8.3.1 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 liquidated damages as per the provisions of the contract agreement .For providing impeccable services to the residents, if SLA penalty, after initial relaxation period, is attracted at the maximum rate provisioned in the contract, performance bank guarantee may be forfeited.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 Service Provider.

8.3.2 The amount of liquidated damages for services under this Contract shall not exceed the Contract Price.

8.3.3 The Service Provider is liable to the Purchaser for payment of penalty as specified in the SLA

9. ADHERENCE TO SAFETY PROCEDURES, RULES, REGULATIONS & RESTRICTIONS

9.1 The Service Provider 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 Service Provider shall abide by these laws.

- 9.2 Access to the 'sites' and Purchaser's other related locations shall be restricted to only essential personnel belonging to the Service Provider who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Purchaser. The Service Provider shall maintain a log of all activities carried out by each of its personnel.
- 9.3 The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.
- 9.4 The Service Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof) and the law providing the UIDAI statutory authority (when passed by parliament and brought into force).
- 9.5 The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.
- 9.6 The Service Provider shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.

10. LIMITATION OF LIABILITY

Except in case of gross negligence or willful misconduct:

- 10.1 Neither party shall be liable to the other party for any in director consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the

Purchaser; and

- 10.2 The aggregate liability of the Service Provider to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the Purchaser with respect to patent infringement.
- 10.3 The Purchaser shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per GC 2.2.2 of this contract.

11. MISCELLANEOUS PROVISIONS

- 11.1 Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 11.2 The Service Provider shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- 11.3 The Service Provider shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- 11.4 The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider
- 11.5 The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like.
- 11.6 All claims regarding indemnity shall survive the termination or

expiry of the Contract.

11.7 All materials provided to the Purchaser by bidder are subject to Country and State public disclosure laws such as RTI etc.

11.8 The Service Provider 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.

PART-II: - SPECIAL CONDITIONS OF CONTRACT

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

(Clauses in brackets {} are optional; all notes should be Deleted in final text)

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: <Designation> Attention: <Address> Facsimile: _____ E-mail: _____</p> <p>Service Provider:</p> <p>Attention:_____ Facsimile:_____ E-mail:_____</p>

<u>1.6</u>	The Services shall be carried out at the site/s as agreed to by the Purchaser.
<u>1.7</u>	The Authorized Representatives are: For the Purchaser: _____ For the Service Provider: _____
<u>2.1</u>	The effective date of the Contract:
<u>2.3</u>	The date for the commencement of Services: Within 45 days of signing the contract between the Purchaser and the Service Provider.
<u>2.4</u>	The time period shall be: 01 years (12 months).
<u>3.5</u>	The risks and the coverage shall be as follows: (a) Third Party liability insurance, with a minimum coverage of the value of the contract (b) Professional liability insurance, with a minimum coverage of the value of the contract (c) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (d) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider's property used in the

	performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.
<u>6.2</u>	The amount is in Indian Rupees (INR)
<u>6.3</u>	<p>General terms and conditions of Payment Schedule</p> <ol style="list-style-type: none"> 1) All eligible payments shall be made by the Purchaser in favour of the Service Provider 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. 3) Service Provider shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same. 4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 45 days of submission of invoice. 5) Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.

	6) All payments under this Contract shall be made to the account of the Service Provider with (Bank & A/c No.):
<u>8.2.1</u>	The Purchaser and/or any Department of Govt. of India.
<u>8.2.2</u>	The Arbitration proceedings shall take place in Delhi in India.

SECTION-VII: ANNEXURES AND APPENDICES

ANNEXURE I

FINANCIAL BID COVERING LETTER

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

To,

(Address)

Ref: Request for Proposal (RFP) Notification No. _____ dated _____

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notified vide F. No. _____ dated _____ for UIDAI Project, in full conformity with the said RFP document.
2. We, the undersigned, offer to provide services to UIDAI for carrying out the services for the Project UIDAI in accordance with your RFP.
3. We have read the provisions of the RFP document and confirm that these are acceptable to us. Hence, we are hereby submitting our Financial Bid.
4. We agree to abide by this RFP, consisting of this letter, commercial bid and all requisite supporting documents, for a period of 120 days from the closing date fixed for submission of bid as stipulated in the RFP document.
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. Whereby 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 UIDAI is not bound to accept any bid received in response to this RFP.
12. In case we are engaged by the UIDAI for executing the services, we shall provide any assistance/cooperation required by UIDAI/ auditing agencies appointed by it/ 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 a Service Provider, we agree to abide by all the terms & conditions of the Contract that will be issued by UIDAI.
14. The financial bid includes the cost of setting up and operating the services, cost of providing additional services and performing all functions as per the 'Scope Of Work' and 'SLAs' defined in this RFP.
15. We already have the technical and financial capability in India for carrying out the services as detailed in the 'Scope of Work'.
16. Our correspondence details with regard to this RFP 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 RFP	
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	

17. We also understand that in case of deficiencies in our services as per the requirement of RFP, UIDAI reserves the right to allocate our volume of work, in full or in part, to other Service Provider for a limited period or on permanent basis.

We remain,

Yours sincerely,

Authorized Signature [*In full as well as initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

ANNEXURE II**FINANCIAL BID FORM**

Reference: RFP document F.No. _____ Dated _____

1. Financial Bid indicating the **Cost per Connect Minute**, which will be charged to UIDAI (inclusive of all statutory taxes and duties etc.) for the services required by the UIDAI, is given in Table below: -

Pricing Component	Cost in INR (Two decimal places only) (in words)	Cost in INR (Up to Two decimal places only) (in numbers)
	Cost per Connect Minute	Base price (Rupees _____ _____ + Taxes (specify) Rupees _____ _____
Total Cost _____		Total Cost _____
Per connect minute _____		Per connect minute _____

2. The cost is inclusive of all the activities related to, but not limited to the requirements and services given in [Section-IV 'Scope of Work'](#) of RFP.
3. The 'Cost' is also inclusive of all taxes, such as, but not limited to, VAT, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract.

4. We understand that based on Discovered Cost, the charges, payable by UIDAI to the firm, for services mentioned in [Section-IV 'Scope of Work'](#) of RFP of this RFP will be as under: -

Definition: -

Connect Minutes is calculated as aggregate connect minutes obtained after aggregating duration of individual calls (inbound/outbound) in seconds divided by 60.

Connect Minutes = Sum (Talk Time (Seconds) + Hold Time (Seconds) + After Call Work Time (Seconds))/60

Where,

Talk Time: - Length of time spent by a RSE/Sr. RSE talking to an inbound call or outbound call.

Hold Time: - Length of time spent by a RSE/Sr. RSE with an inbound or \outbound call on hold.

After Call Work Time: - Length of time spent by a RSE/Sr. RSE in ACW mode.

5. The cost of other staff members/resources & other operational costs are factored into the **“Cost per Connect Minute”** and no other cost is to be paid.
6. Rate for handling of Emails and Chat will be on per connect minute basis. The rate for every citizen inquiry/ grievance through email or Chat attended by the contact center and logged in the CRM system will be the same as the rate quoted by the Bidder for four(4) connect minutes. No payment will be made for acknowledgement or responses (automated or manual) to spam emails received by the contact center.
7. Any inbound call with less than 10 seconds talk time (short calls) will

not be considered for invoicing.

Yours sincerely,

Authorized Signature [In full as well as initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

ANNEXURE III**STANDART CONTRACT FORM**

THIS AGREEMENT is made on this _____ day of _____, 2015 between Assistant Director General of Unique Identification Authority of India (UIDAI)

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

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

WHEREAS the Purchaser had invited bids for certain Services, viz., “RFP for Operating Contact Centers” vide their bid document number F.No. _____ dated _____.

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

AND WHEREAS the Purchaser has accepted a Bid by the Service Provider for the supply of those Services in the sum of Rs. _____ per Connect Minute inclusive of all statutory taxes (hereinafter “the Contract Price”).

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as“ Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) [SECTION-IV SCOPE OF WORK](#)
 - b) [SERVICE LEVEL AGREEMENTS, KPIS, WAIVER AND COMPENSATIONS](#)
 - c) [SECTION -VI GENERAL AND SPECIAL CONDITIONS OF CONTRACT](#)
 - d) PERFORMANCE BANK GUARANTEE BOND
3. The mutual rights and obligations of the Purchaser and the Service Provider shall be asset forth in the Contract, in particular:
 - a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) the Purchaser shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

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

[Authorized Representative]

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

[Authorized Representative]

ANNEXURE VI**PERFORMANCE BANK GUARANTEE****(To be stamped in accordance with Stamp Act)****The non-judicial stamp paper should be in the name of issuing Bank****Ref _____ Bank Guarantee No _____****Date _____**

To

Unique Identification Authority of India,
Ministry of Communications & IT
Department of Electronics & Information Technology (DeitY)

Government of India,

3rd Floor, Tower II,

Jeevan Bharati Building, Connaught Circus,

New Delhi-110001

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Planning Commission, Government of India, on behalf of the President of India, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No.....dated..... and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No..... dated.....valued

at.....for..... (scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).

2. We.....
(Name & Address of Bank Branch)having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.
3. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner.

The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor’s liabilities.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).

6. Notwithstanding anything contained hereinabove:

(1) Our liability under this guarantee is restricted to Rs. (in words & figures).

(2) This Bank Guarantee will be valid upto; and

(3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney No
Dated _____

ANNEXURE VII

BANK GUARANTEE FOR EMD

(To be stamped in accordance with Stamp Act)

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

Ref _____ **Bank Guarantee No** _____

Date _____

To

Unique Identification Authority of India,
Ministry of Communications & IT,
Department of Electronics & Information Technology (DeitY),
Government of India,
3rd Floor, Tower II,
Jeevan Bharati Building, Connaught Circus,
New Delhi-110001

Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No..... M/s..... having its Registered/Head Office at..... (herein after called the 'Bidder') wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid upto on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the Bank at (local address) having our Head office at guarantee and undertake to pay immediately on demand by Planning Commission Unique Identification Authority of India on behalf of the President of India, the amount of (in words & figures) without any reservation, protest, demur and recourse. Any such demand made by

said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

- 3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).
- 4. Notwithstanding anything contained herein above:

Our liability under this guarantee is restricted to Rs. (in words & figures).

This Bank Guarantee will be valid upto; and

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

_____	_____
(Signature)	(Signature)

_____	_____
(Name)	(Name)

_____	_____
_____	_____
(Official Address)	(Designation with Bank Stamp)

Attorney as per Power of Attorney No
Dated_____

ANNEXURE VIII
PROFORMA FOR SUBMITTING WRITTEN QUERIES

(To be sent in doc/editable format only at the given e-mail address)

RFP for ‘Operating Contact Centers’

Ref. No. 14014/23/2015-Logistics(CRM) dated _____

Name of Firm: _____

S. No.	Page No. of RFP	Section	Clause	RFP Statement	Query	Response/ Clarification

ANNEXURE IX TEAM PROFILE PROPOSED FOR UIDAI

Sr. No.	Employee Name	Task Assigned in UIDAI Project	Age	Years of relevant experience	Years with the current Service provider	Professional & Educational Qualifications	Details of similar prior assignments - Key clients, nature of project and role in the project (maximum of five assignments most pertinent to this project) projects may or may not be from bidding organization
1							
2							
3							
4							
5							
6							

ANNEXURE X
NETWORK UPTIME % EXAMPLE

16 hours (Monday to Saturday)	960 Minutes
9 hours (Sunday)	540 Minutes
Holidays	0 Minutes

Date	Day	100 % Uptime Minutes	Downtime Minutes	Actual Uptime Minutes	Uptime %
1/1/2015	Thursday	960	0	960	100.00%
1/2/2015	Friday	960	0	960	100.00%
1/3/2015	Saturday	960	0	960	100.00%
1/4/2015	Sunday	540	0	540	100.00%
1/5/2015	Monday	960	0	960	100.00%
1/6/2015	Tuesday	960	0	960	100.00%
1/7/2015	Wednesday	960	0	960	100.00%
1/8/2015	Thursday	960	0	960	100.00%
1/9/2015	Friday	960	0	960	100.00%
1/10/2015	Saturday	960	0	960	100.00%
1/11/2015	Sunday	540	0	540	100.00%
1/12/2015	Monday	960	60	900	93.75%
1/13/2015	Tuesday	960	0	960	100.00%
1/14/2015	Wednesday	960	0	960	100.00%
1/15/2015	Thursday	960	0	960	100.00%
1/16/2015	Friday	960	0	960	100.00%
1/17/2015	Saturday	960	0	960	100.00%
1/18/2015	Sunday	540	0	540	100.00%
1/19/2015	Monday	960	0	960	100.00%
1/20/2015	Tuesday	960	60	900	93.75%
1/21/2015	Wednesday	960	0	960	100.00%
1/22/2015	Thursday	960	0	960	100.00%
1/23/2015	Friday	960	0	960	100.00%
1/24/2015	Saturday	960	0	960	100.00%
1/25/2015	Sunday	540	0	540	100.00%
1/26/2015	Monday	0	0	0	0%
1/27/2015	Tuesday	960	0	960	100.00%
1/28/2015	Wednesday	960	0	960	100.00%
1/29/2015	Thursday	960	0	960	100.00%
1/30/2015	Friday	960	0	960	100.00%
1/31/2015	Saturday	960	0	960	100.00%
Total		27120	120	27000	99.56%