

Government of NCT of Delhi

Department of Revenue

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Request for Quotation for Selection of UID Enrollment Agencies for Govt. of NCT of Delhi

KALPA VRIKSHA II

Sabke Liye Aadhaar

Date of Release of RFQ :	March 29, 2011
Date of pre-bid meeting:	April 4, 2011 3:00 PM
Last date of Submission of online bids:	April 11,2011 3:00 PM
Date of Opening of Bids:	April 11, 2011 4:00 PM
Date of issue of LOI to L1 bidder	April 12,2011
Last date of Acceptance of L1 price by other qualifier bidders	April 14, 2011
Date of issue of LOI to bidders accepting L1 price	April 20, 2011
Commencement of work :	April 25, 2011

Principal Secretary (Revenue)/Divisional Commissioner

Department of Revenue, Government of NCT of Delhi

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Table of Contents

Document : Kalpa Vriksha II ver 3.1, dated 10 March 2011	1
1. INVITATION TO BID.....	6
2. INTRODUCTION.....	8
2.1 About UID Project.....	8
2.2 About Enrollment of Residents in Delhi	9
3. INSTRUCTION TO BIDDERS – PART I.....	10
INSTRUCTION TO BIDDERS – PART II	20
Data Sheet.....	20
1.3	20
4. SCOPE OF WORK	21
5. FINANCIAL BID FORMS	40
5.1 Financial Bid Covering Letter.....	40
5.2 Financial Bid Form	40
Annexure I – Financial Bid Covering Letter	41
Annexure II – Financial Bid Form.....	45
Annexure III	46
References from UIDAI or its website.....	46
Annexure IV – Specification and Formats for capture of KYR+ Information.....	47
Annexure V – Indicative Number of Enrollment Centres & Training Requirements	48
Annexure VI – Guidelines for deciding on Turnover and Net Worth Criteria.....	49
Annexure VII - STANDARD CONTRACT	50
8.1 Contract Form	50
8.2 General Conditions of Contract	52
1. General Provisions	52
1.1 Definitions.....	52
1.2 Relationship Between the Parties	53
1.3 Law Governing Contract.....	53
1.4 Language.....	53
1.5 Notices	53
1.5.1	53
1.5.2	54
1.6 Location	54
1.7 Authorized Representatives	54
1.8 Taxes and Duties	54
1.9 Fraud and Corruption.....	54
1.9.1 Definitions.....	54
1.9.2 Measures to be taken by the Purchaser.....	55
1.9.3 Commissions and Fees.....	55
1.10 Interpretation	55
2. Commencement, Completion, Modification and Termination of Contract.....	56
2.1 Effectiveness of Contract.....	56
2.2 Termination of Contract for Failure to Become Effective.....	56
2.3 Commencement of Services.....	56
2.4 Expiration of Contract	56

2.5	Entire Agreement.....	56
2.6	Modifications or Variations	56
2.7	Force Majeure	57
2.7.1	Definition	57
2.7.2	No Breach of Contract	57
2.7.3	Measures to be Taken	57
2.9	Termination.....	58
2.9.1	By the Purchaser.....	58
2.9.2	By the Supplier.....	59
2.9.3	Cessation of Rights and Obligations.....	60
2.9.4	Cessation of Services	60
2.9.5	Payment upon Termination	60
2.9.6	Disputes about Events of Termination:	61
2.10	Extension of Contract	61
3.	Obligations of the Supplier	61
3.1	General.....	61
3.1.1	Standard of Performance.....	61
3.2.1	Suppliers Not to Benefit from Commissions, Discounts, etc.....	61
3.2.3	Prohibition of Conflicting Activities	62
3.3	Confidentiality.....	62
3.4	Insurance to be Taken Out by the Supplier.....	62
3.5	Accounting, Inspection and Auditing.....	62
3.6	Sub-contracting	62
3.7	Reporting Obligations.....	62
3.8	Rights of Use.....	63
3.9	Equipment, Vehicles and Materials Furnished by the Purchaser.....	63
3.10	Equipment and Materials Provided by the Suppliers	63
3.11	Intellectual Property Rights (IPR)	63
3.12	Assignment.....	63
4.	Supplier’s Personnel.....	63
4.1	General.....	63
4.2	Project Manager	63
5.	Obligations of the Purchaser.....	64
5.1	Assistance and Exemptions.....	64
5.2	Change in the Applicable Law Related to Taxes and Duties.....	64
5.3	Services, Facilities and Property of the Purchaser	64
5.4	Payment.....	64
6.	Payments to the Supplier	64
6.1	Total Cost of Services.....	64
6.2	Currency of Payment	64
6.3	Terms of Payment.....	65
7.	Good Faith	65
7.1	Good Faith.....	65
7.2	Operation of the Contract.....	65
8.	Settlement Of Disputes.....	65
8.1	Amicable Settlement.....	65

8.2 Arbitration.....	66
9. Liquidated Damages.....	67
9.1	67
9.2	67
9.3	67
10. Adherence to Rules & Regulations	67
10.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions	67
11. Limitation of Liability	68
11.1 Limitation of Liability.....	68
12. Miscellaneous Provisions	68
12.1 Miscellaneous Provisions.....	68
8.3 Special Conditions of Contract	70
8.4 Appendices to contract	73
Appendix A - Description of Services	73
Appendix B – Reporting Requirements	74
Appendix C – Total Cost of Services.....	75
Appendix D – Schedule of activities.....	76
Appendix E – Form of Bank Guarantee Bond.....	77

NOTICE INVITING BIDS THROUGH

eProcurement Portal

Online financial bids are invited from Enrolling Agencies empanelled by Unique Identification Authority of India (UIDAI) for issuing the UID number (AADHAAR) to the residents of Delhi, through e-Procurement portal <https://delhi.govtprocurement.com> by Principal Secretary(Revenue)/Divisional Commissioner, Department of Revenue, Government of NCT of Delhi on behalf of Govt. of NCT of Delhi (GNCTD), The detailed RFQ document (RFQ No.....) can be downloaded from the e-Procurement portal from 29 March **2011** onwards.

Interested bidders are requested to register themselves by paying Rs 3,000/- plus applicable service tax through Demand Draft in favour of C1 India Pvt. Ltd payable at Delhi (C1 India is a service provider of Directorate General of Supplies & Disposals (DGS&D), Govt. of India, for implementing e-Procurement in Govt. of N.C.T of Delhi). However, in case any bidder who is already registered with e-procurement platform for DGS&D empanelment, then that bidder will be treated as deemed registered, provided the bidder's user id and Digital Certificates are the same and its registration is valid. The bidder is required to have Class-II or Class – III Digital Certificate from one of the authorized agencies of the Controller of Certifying Authorities (CCA), Government of India. The list of certifying authorities is available at <http://cca.gov.in>.

The Pre-bid meeting will be held on **April 4, 2011** at 3.00 PM at **Conference Hall no. 2, Level 2, Delhi Secretariat, I.P. Estate, New Delhi-110002**. The bidders may send their queries online at uid.delhi@gmail.com. A training session, on use of eProcurement process, will be carried out at Hall no. 129, Secretariat, at 5.00 PM after the pre-bid meeting.

A help desk has been setup at the Delhi Secretariat at Room No 129, Phone Number: +91-11-23392722 / 23392723 which is operational from 10 A.M to 6 P.M during working days for registration on e-Procurement platform or any other queries related to use of e-Procurement platform.

**Principal Secretary (Revenue)/Divisional Commissioner
Department of Revenue,
Government of NCT of Delhi
On Behalf of Govt. of NCT of Delhi**

1. INVITATION TO BID

1. Govt. of NCT of Delhi (GNCTD) invites Financial Bids from Enrolling Agencies empanelled by UIDAI for carrying out the enrollment functions for issuing UID number (AADHAAR) to the residents of Delhi.
2. The Request for Quotation (RFQ) includes the following sections:
 - a. Invitation to Bid
 - b. Instruction to Bidders
 - c. Scope of Work
 - d. Financial Bid Form
 - e. Annexure including Standard Contract
3. The response to the RFQ should to be submitted on or before **11 April, 2011 through online e-Procurement portal of Government of NCT of Delhi.**
4. Bidders are required to submit financial quote, and rank 5 blocks of revenue districts of Delhi, according to their choice (1 to 5). 3 revenue districts North, Central and New Delhi have been combined into one block.
5. GNCTD reserves the right to reject any or all the Bids in whole or part without assigning any reasons.
6. This 'Invitation to Bid' is extended only to the F4 and F3 category of Agencies empanelled by UIDAI for undertaking demographic and biometric data collection for enrollment of residents of Delhi.
7. This 'Invitation to Bid' is non-transferable under any circumstances.

8. Address for Communication:

Sh Amar Nath, IAS

Chairman, High Level Group, UID Implementation, GNCTD

O/o Chief Executive Officer, Delhi Urban Shelter Improvement Board (DUSIB)

Govt. of NCT of Delhi

Punarwas Bhavan, IP Estate, New Delhi 110002

Email: uid.delhi@gmail.com

2. INTRODUCTION

2.1 About UID Project

The Government of India (GoI) has embarked upon an ambitious initiative to provide a Unique Identification (UID) to every resident of India and has constituted the Unique Identification Authority of India (UIDAI) for this purpose. The timing of this initiative coincides with the increased focus of the GoI on social inclusion and development through massive investments in various social sector programs, and transformation in public services delivery through e-Governance programs. The 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 the UIDAI and the strategy overview can be found on the website: <http://www.uidai.gov.in>

The widespread implementation of the UID project needs the reach and flexibility to enroll residents across the country. To achieve this, the UIDAI has partnered with a variety of agencies and service providers (acting as Registrars, Sub-registrars and Enrolling Agencies) to enroll residents for UID. By participating in enrolling residents, Registrars and Enrollment Agencies across the country would be part of a truly historic exercise, one which can make our welfare systems far more accessible and inclusive of the poor, and also permanently transform service delivery in India.

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

Enrollment for UID number is voluntary.

UIDAI has appointed multiple registrars. The list of registrars may be downloaded from UIDAI website.

2.2 About Enrollment of Residents in Delhi

Government of NCT of Delhi is committed to enroll its residents in UID. GNCTD envisages enrollment of all residents of Delhi by 30 September 2011. Principal Secretary(Revenue) cum Divisional Commissioner, Department of Revenue, GNCTD has been designated as the Nodal Authority for the implementation of the UID project in Delhi. The Deputy Commissioners (DCs) of 9 revenue districts, Mission Director, Samajik Suvidha Sangam and Chief Executive Officer, Delhi Urban Shelter Improvement Board have been declared as the Registrars for Delhi.

The enrollment process has been started in two districts, North West and South West. The enrollment process is to be started in the remaining 7 districts will commence from 15 April 2011. GNCTD will select 5 enrollment agencies as below:

Distribution of population in Delhi is estimated to be as below :

District	Population in Census 2001	Estimated population in Oct 2010	Population % of Delhi	No. of Jhuggi Jopadi cluster	NO. of House Holds in Jhuggi Jhopadi Clusters (APPROX)	Enrollment agencies
North West	2860869	3765675	20.62	117	90756	0
South	2267023	2984013	16.36	162	85443	1
West	2128908	2802217	15.38	103	58044	1
North East	1768061	2327245	12.8	44	56700	1
South West	1755041	2310107	12.71	72	47621	0
East	1463583	1926470	10.58	54	34727	1
North	781525	1028698	5.6	73	32703	
Central	646385	850817	4.71	19	5546	
New Delhi	179112	235760	1.33	34	8827	1
Total	13850507	18231000	100	678	420367	5

Estimation of population in Oct 2010 is based on figures provided by DIRECTORATE OF ECONOMICS & STATISTICS & OFFICE OF CHIEF REGISTRAR OF BIRTHS & DEATHS

3. INSTRUCTION TO BIDDERS – PART I

STANDARD

Definitions	<p>(a) “Purchaser” means the agency with which the selected Bidder signs the Contract for the Services. In this project, the ‘Purchaser’ is the Government of NCT of Delhi, through Principal Secretary (Revenue) cum Divisional Commissioner, Department of Revenue, GNCTD or his nominee or person(s) authorised by him.</p> <p>(b) “Bidder” means any entity that may provide or provides the Services to the Purchaser under this Contract.</p> <p>(c) “Bid” means the Financial Proposal</p> <p>(d) “Instructions to Bidders” (Section 3 of the RFQ) means the document which provides interested Bidders with all information needed to prepare their bids.</p> <p>(e) “Scope of Work” (SoW) means the document included in the RFQ as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Purchaser and the Bidder.</p>
1. Introduction	<p>1.1 This RFQ (Request For Quotation) is being issued to the F3 & F4 category of Enrolling Agencies empanelled by UIDAI for undertaking the Demographic and Biometric data collection of Residents in Delhi</p> <p>1.2 All the provisions listed out in the Request for Empanelment (RFE) issued by the UIDAI and Terms & Conditions of Empanelment shall be binding upon the participating bidders of this RFQ.</p> <p>1.3 The firms will be selected in accordance with the method of selection specified in the Data Sheet.</p> <p>1.4 The name of the assignment/job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Scope of Work in Section 4.</p> <p>1.5 The date, time and address for submission of the bid has been given in Part II Data Sheet</p>

	<p>1.6 Interested bidders are invited to submit a financial bid for providing services required for the assignment named in the data sheet.</p> <p>1.7 The Purchaser is not bound to accept any bids, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p>
Only one Bid	1.8 A Bidder shall submit only one financial bid. If a Bidder (single/consortium partner) submits or participates in more than one bid, such bids shall be disqualified.
Bid Validity	1.9 The Part II Data Sheet to Bidder indicates how long Bidders' bid must remain valid after the submission date.
Consortium	1.10 Only those consortia, which have been empanelled by UIDAI, are eligible to submit a consortium bid. In such a case, the lead agency empanelled by UIDAI shall be the lead member of the consortium and shall be responsible and liable to the Purchaser for all aspects of their bid, contract, etc.
Tenure of Contract	1.11 The estimated tenure of the contract shall be provided in Data Sheet Para 1.11
2. Clarification and Amendment of RFQ Document	<p>2.1 Bidders may request a clarification in the RFQ document up to the number of days indicated in the Data Sheet before the bid submission date. Any request for clarification must be sent from official email id of the bidder to uid.delhi@gmail.com, the email id of the Chairman, High Level Group. No other means of communication will be accepted.</p> <p>2.2 At any time before the submission of Bids, the Purchaser may amend the RFQ by issuing an addendum/ corrigendum in writing or by standard electronic means. The addendum/ corrigendum shall be sent to all Bidders and will be binding on them.</p>
3. Preparation of Financial Bid	3.1 The preparation of the Financial Bid as well as all related correspondence exchanged by the Bidders and the Purchaser, shall be in English.
	<p>3.2 The Financial Bid shall be prepared using the attached Standard Forms (Section 5, Annexure I and Annexure II). It shall list all costs associated with the assignment. The financial bid shall not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.</p> <p>3.3 The Bidders shall submit a copy of the Letter of Empanelment issued by UIDAI duly indicating the level and tier as well as the</p>

	<p>list of States the Bidder is eligible to work in. Non-submission of the letter of empanelment may be grounds for disqualification.</p> <p>3.4 Each qualified bidder will be awarded contract for one or more districts based on the process mentioned in the RFQ. The bidders are requested to familiarise themselves with the terms and conditions specified in this RFQ. Submission of bid in response to this RFQ will be treated as unconditional acceptance of all terms and conditions mentioned in this RFQ, by the bidder.</p>
Taxes	<p>3.7 The Bidder may be subjected to local taxes (such as: value added or sales tax, duties, fees, levies) on amounts payable by the Purchaser under the Contract. Bidders shall include such taxes in the financial bid.</p>
	<p>3.8 Bidders should provide the price of their services in Indian Rupees only.</p>
Earnest Money Deposit (EMD), and Performance Guarantee.	<p>3.10 Earnest Money Deposit</p> <p>I. An EMD of Rs. 20 lakhs (Rupees Twenty Lakhs only), in the form of Account payee Demand Draft, Bankers cheque or a Bank Guarantee from a commercial bank in favour of Divisional Commissioner, GNCTD payable at Delhi, must be submitted along with the Bid.</p> <p>II. Bid not accompanied by EMD shall be rejected as non-responsive.</p> <p>III. No interest shall be payable by the Purchaser for the sum deposited as earnest money deposit.</p> <p>IV No bank guarantee will be accepted in lieu of the earnest money deposit.</p> <p>V The EMD of the unsuccessful bidders will be returned within 30 days of signing of the contract.</p>
	<p>3.11 The EMD shall be forfeited by the Purchaser in the following events:</p> <p>I. If the Bid is withdrawn after opening and during the validity period or any extension agreed by the Bidder thereof.</p> <p>II. If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of bid and during the validity period or any extension thereof.</p> <p>III. If the Bidder tries to influence evaluation process.</p>

	<p>3.12 Tender Fees: All Bidders are required to pay Rs. 10,000 (Rupees Ten thousand only) towards Tender Fees in the form of Demand Draft drawn in favour of Chief Executive Officer, DUSIB payable at Delhi. The tender fee is Non-Refundable.</p>
	<p>3.13. Performance Bank Guarantee</p> <p>I. The selected Bidder shall be required to furnish a Performance Bank Guarantee equivalent to 10% of the contract value rounded off to the nearest thousand Indian Rupees, in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favour of Divisional Commissioner, Govt of NCT of Delhi for the entire period of contract with 90 days claim period. The bank guarantee must be submitted within 7 days of issue of Letter of Intent (LOI). 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 will be returned only after successful completion of tasks assigned to bidders and after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract. On submission of this performance guarantee and after signing of the contract, demand draft submitted towards EMD will be returned in original.</p>
<p>4. Submission, Receipt, and Opening of Bids</p>	<p>4.1 The original documents as per para 4.3 shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person signing the Bid must initial such corrections.</p> <p>4.2 An authorized representative of the Bidders shall initial all pages of documents to be submitted as per para 4.3 below.</p> <p>4.3 The Financial Bid and scanned copies of bank drafts/Banker's cheque of EMD, tender fee and forwarding letter shall be submitted through the e-Procurement portal.</p> <p>The bank drafts / Banker's cheques of EMD, UIDAI empanelment letter, forwarding letter, Power of Attorney, Board Resolution and tender fee shall be submitted at the Office of Chairman, High Level Committee, UID Implementation/ Chief Executive Officer, Delhi Urban Shelter Improvement Board, ITO, New Delhi 110002, upto 2 hours before the last date and time of submission of the bid. The envelopes containing the EMD, and Tender Fee shall be placed into an outer envelope and sealed. This outer envelope shall also contain the forwarding letter and bear the submission address and be clearly marked with the name of the</p>

	<p>bidder, contact person and address along with “EMD, tender fee and forwarding letter for 'Kalpa Vriksha' Selection of Enrollment Agency”. The bidder shall be issued with a receipt. The Purchaser shall not be responsible for misplacement or loss if the outer envelope is not sealed and/or marked as stipulated.</p> <p>The bids shall be opened at 4 PM on April 11, 2011 at Hall no. 3, Level 2, Delhi Secretariat. IP Estate, New Delhi 110002.</p>
	<p>4.6 The Bids must be received by the Purchaser no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 1.5.</p>
Right to Accept/Reject the Bid	<p>4.7 Purchaser reserves the right to accept or reject any Bid and to annul the RFQ process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.</p>
5. <u>Public Opening and Evaluation of Financial Bids</u>	<p>5.1 Financial bids shall be opened publicly on the date & time specified in the Data sheet, in the presence of the Bidders' representatives who choose to attend.</p> <p>5.2 The name of the Bidders and their financial bid shall be read aloud.</p> <p>5.3 The Purchaser will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail.</p> <p><u>Award of Contract</u></p> <p>5.4 The financial quotes of all qualifying bidders shall be arranged in ascending order and the bidder with lowest quote shall be ranked L1. Bidder with next higher quote shall be ranked L2 and subsequent higher bids shall be ranked L3, L4 and so on till all the bids have been ranked.</p> <p>5.5 Bidder ranked L1 shall be awarded contract for his first choice of district as provided by him in Annexure 1. Subsequently ranked bidders will be required to match the price of L1 and shall be awarded contract for his highest ranked choice of district available for award. In case any bidder refuses to match the price of L1, he shall be removed from the list of qualified bidders. In case any qualified bidder refuses to accept his available highest ranked choice, he will be disqualified from the process and his EMD will be forfeited.</p> <p>In case there are no qualified bidders for taking up contract for UID</p>

	<p>enrollment in any of the districts, GNCTD may award additional districts to qualified bidders by the process mentioned in preceding paragraph depending upon his remaining bid capacity.</p> <p>The GNCTD may extend the contract for any or all of the awardees after the term of the contract as per this RFQ. The number of enrolment stations to be deployed during extended contract shall be decided by the Registrar and will be based on the difference between the number of residents enrolled and estimated population of the district awarded to him. This extension of contract shall be binding on the selected enrolment agencies.</p> <p>In case two or more bidders have quoted same price, lots will be drawn to rank the bidders.</p> <p>If any EA fails to start work as per the date given by GNCTD, then GNCTD may take following action :</p> <ul style="list-style-type: none"> (a) Disqualify the EA. (b) Forfeit Bank Guarantee, if bank guarantee has not been submitted then EMD will be forfeited. (c) Request UIDAI to disqualify the EA from all states. (d) Other actions as deemed fit by GNCTD. <p>5.6 In any of the cases, if the contract of a selected agency has been terminated due to non performance, then the other agencies will be invited to take up the remaining work. L1 will be invited first, and on refusal of L1, L2 will be invited. This process of inviting next ranked enrollment agency will continue till the work is awarded. In case no agency is in a position to take up work, GNCTD may take appropriate action including inviting fresh tenders.</p> <p>5.7 Contract of any agency, which is not able to correct deficiencies in performance within stipulated time, may be canceled at the discretion of GNCTD.</p> <p>5.8 Any agency found to be indulging in fraudulent practices or is found to work against the spirit of UID, will be disqualified by GNCTD. GNCTD will serve a written warning for any such practice discovered, which must be replied by next day. GNCTD may then take the decision to disqualify the agency. If the agency is unable to reply within the stipulated time, GNCTD may take suitable action on the agency, it deems necessary.</p> <p>5.9 The penalties for default at 5.8 may also attract financial penalties, legal action and disqualification at UIDAI (or other government bodies).</p> <p>5.10 Exit Management Plan :</p>
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	<p>(a) In case the contract of any of the enrolling agencies is terminated for any reason or completed, the enrolling agency shall hand over all collected data (demographic, biometric, preloaded etc.) to the team designated by Divisional Commissioner / Registrars.</p> <p>(b) The exit management team shall comprise of one or more nominees of Divisional Commissioner / Registrars, a nominee of the exiting enrolling agency and a nominee of replacing enrolling agency (if applicable).</p> <p>(c) The Exit Management will commence from the date and time stipulated by the Divisional Commissioner / Registrars in writing to the exiting enrolling agency. The exiting enrolling agency shall handover all the data with in 5 days of commencement of exit management period. Any delay will attract penalty at the rate of 50 enrollments per day per station where maximum number of stations deployed by the agency will be considered.</p> <p>(d) Subsequently, the exiting enrolling agency shall certify that it has deleted all the data used in or collected in the enrollment process from its computers or held any where else in its possession. The exiting enrolling agency shall also certify that it has not used afore mentioned data for any purpose and will not use the data in future, if found to have a copy of such data.</p>
<p>6 Disqualification</p>	<p>6.1 Purchaser may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant has:</p> <ul style="list-style-type: none"> i. Submitted the application after the response deadline; ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements; iii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, low quality of data capture, bad management of enrolment process etc. in any project in the preceding three years; iv. Submitted an application that is not accompanied by required documentation or is non-responsive; v. Failed to provide clarifications related thereto, when sought; vi. Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;

	<ul style="list-style-type: none"> vii. Was declared ineligible/blacklisted by the Government of India/State/UT Government; viii. Is in litigation with any Government in India; ix. Has been black listed by Government of India or any of the state/UT governments or their departments or any of their corporations, undertakings with in last 3 years. The bidder will certify that he has not been black listed as above.
7. Award of Contract	<p>7.1 The winning Bidder for each district shall constitute a central project management unit (operations & co-ordination room) for managing enrollment process and shall submit a detailed Work Plan, in MS project (MS-XML format) detailing out the area to be covered in each week/month and the timelines for covering the enrolment work in the geographical area. A preliminary roll out plan is provided in this RFQ. The Work Plan should be inline with the RFQ in terms of deployment of stationary and mobile enrolment stations, manpower, and processes. The Purchaser shall evaluate the same and make necessary modifications which shall be mutually agreed by both parties before issuance of Work Order.</p> <p>7.2 The Purchaser shall issue a Work order to the selected Bidder after mutual acceptance of the Work Plan.</p> <p>7.2 The Bidders will sign the contract as per the standard form of contract in Annexure VII within stipulated time of issuance of LoI.</p> <p>7.3 The Bidder is expected to commence the assignment on the date and at the location specified in the Part II Data Sheet. In case the winning Bidder fails to start the work within 3 days of issue of work order then the Purchaser may cancel the award of work to the lowest bidder and award it to any other qualified bidder following the method of initial award of work .</p>
Enrollment stations roll out	<p>8.1 Those bidders who have been awarded contract, shall roll out enrollment stations as below :</p> <p>25 Apr 2011 – 40% or above of the total stations required.</p> <p>15 May 2011 – 1000% of the total stations</p>

	<p>All bidders will have to give an undertaking to this affect as part of the bid.</p> <p>The agencies may reduce the number of stations to 50% when 70% of estimated population of their district(s) has been enrolled, in consultation with Divisional Commissioner / Registrars. The Divisional Commissioner / Registrars will decide the location and number of stations, to be closed / retained / continued and shall be binding on the enrolling agency.</p> <p>Similarly the enrolling agencies may further reduce the number of stations to 20% when 80% of the population of their district(s) has been enrolled.</p>
<p>Existing capacity of EAs</p>	<p>Enrollment agencies have to provide details of their existing capacity to GNCTD as part of the bid i.e. availability of resources utilisable for this contract, not deployed any where else and can be used for this contract :</p> <ul style="list-style-type: none"> (a) Iris Scan devices available on date for deployment. (b) Finger Print and Facial capturing devices available on date for deployment. (c) Laptops available on date for deployment. (d) Digital Cameras available on date for deployment. (e) Supervisors available on date for deployment. (f) Enrollment agents available on date for deployment. (g) Data entry operators available on date for deployment. (h) Machine operators available on date for deployment. (i) Number of residents to be covered from UID enrollment projects won till date by the company. (j) Available capacity of the company to carry out enrollments on the date of submission of bid.
<p>Enrollment priorities</p>	<p>Details of various section of population have been provided in the RFQ.</p> <p>The workplan for enrollment shall be decided by the registrars.</p>

INSTRUCTION TO BIDDERS – PART II

Data Sheet

Paragraph Reference	
1.3	<p>Name and Details of Purchaser: Sh D.M. Spolia, IAS Principal Secretary(Revenue)/Divisional Commissioner Govt. of NCT of Delhi 5- Shamnath Marg New Delhi 11000</p> <p>Method of selection: Refer to Part I, “STANDARD”, Section 5</p>
1.4	<p>Name of the assignment: Selection of Agencies for UID Enrollment for Delhi</p>
1.5	<p>The Bid submission : Bids to be submitted through online e-Procurement portal of GNCTD, not later than the following date and time: Date: 11 April 2011 Time: 3.00 PM IST</p> <p>The bid document containing EMD, tender fee and forwarding letter must be submitted 2 hours before above mentioned date and time at the following address: Sh Amar Nath, IAS Chairman, High Level Committee, UID Implementation, Govt of NCT of Delhi, O/o Chief Executive Officer, Delhi Urban Shelter Improvement Board. Govt. of NCT of Delhi Punarwas Bhavan, ITO, New Delhi 110002</p>
1.9	<p>Bids must remain valid for 90 days after the submission date.</p>

1.11	The estimated tenure of contract: Till 15 October 2011, which can be extended by the Purchaser if needed based on terms and conditions mentioned in the RFP.
2.1	Clarifications may be requested not later than 1 day before pre-bid meeting by sending email to uid.delhi@gmail.com
3.2	The 7 Revenue Districts, corresponding Geographical areas and Target Population are as given below in Annexure V
3.4	<p><u>Eligibility for Submission of Bids for the different Districts</u></p> <p>Only those bidders who have been empanelled by UIDAI for Delhi as F3 or F4 category agencies are eligible for submission of bids.</p> <p>The Bidders shall submit a copy of the 'Letter of Empanelment' along with the Financial Bid.</p>
4.3	<p>Bidder must submit the following:</p> <p>a) Electronic financial bid through e-Procurement portal https://delhi.govtprocurement.com</p> <p>b) EMD, Tender Fee and forwarding letter.</p>
5.1	<p>The Bid Opening Date and Time is:</p> <p>Date: 11 April 2011</p> <p>Time: 4.00 PM IST</p>
6.1	Expected date and address for contract negotiations: as per the plan attached at Appendix D
7.1	<p>Expected date for commencement of services</p> <p>Enrolment of residents must start not later than 25 April 2011</p>

4. SCOPE OF WORK

The scope of work of the Enrolling Agency (EA) is defined below

1. Functional scope
2. Geographical scope

4.1 Functional scope

The functional scope of this engagement shall include all the steps from collection of demographic details (where ever such data is not available) as per KYR data requirements of GNCTD, to setting up an enrollment station/center for enrollment of residents for the UID project up to providing requisite MIS reports to Registrar and UIDAI on enrollments completed on a daily basis till the whole enrollment operation for the targeted population is completed. The functional scope shall also include the collection of demographic details as per the KYR data requirements of GNCTD. The Enrolling Agency shall also be responsible for delivering additional services as required by the Registrar through this RFQ.

Under mentioned processes, specifications and procedures have been provided by UIDAI. UIDAI continuously updates its knowledge base, processes, specifications and procedures. The updates are available on UIDAI website and will be applicable in this RFQ.

4.1.1 Procure Biometric Devices as per UIDAI Specifications

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

4.1.2 Setting up of Enrollment Stations and Enrollment Centers

The number of enrollment stations/ centers and the duration shall be decided by the Registrar taking into account a number of factors like population density, geographical and topographical features, accessibility etc. The Annexure V of this document provides

minimum number of Enrollment Stations the Enrollment agency is expected to set up based on

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

The annexure provides the number of stationary and mobile enrolment stations to be available for enrolment operation. The exact location and catchment area of the stationary enrollment station and catchment area for the mobile enrollment station shall be decided by the Registrar in consultation with the Enrollment agency. A stationary enrolment station in this context would mean an enrolment station that shall be available at a particular location and address for a period as specified by Registrars. The Registrar may decide to provide the facilities to house the stationary enrollment station at these locations. A mobile enrolment station in this context would mean an enrolment station housed in a mobile vehicle with facilities as defined in this section and shall move around in the catchment area (locality) assigned until the enrolment of the target population in the locality is completed.

The process for setting up Enrollment centre is defined in 4.3 Set up Enrollment centre sub process flow in Annexure III at the end of this document. The minimum facilities in the setup are as below.

a. Setting up of Enrollment station

Enrollment Station refers to an individual enrollment booth/enclosure inside the Enrollment Centre. The capture of Demographic and Biometric data is done in this Station.

- i. An enrollment station shall be equipped with all the necessary machinery which includes

	Mandatory Requirements
A	Enrollment Station
A.1	Laptop available

A.2	UIDAI software installed, tested, configured, registered with CIDR as per installation and configuration manual
A.3	List of Introducers loaded on laptop
A.4	Iris capturing device available(record Make & Model)
A.5	Fingerprint capturing device available(record Make & Model)
A.6	Digital Camera(record Make & Model)
A.7	White back ground screen available for taking photographs
A.8	Extra monitor for residents to verify their data (15-16" with a resolution above 1024x768)
A.9	All devices as per UIDAI standards
A.10	Working of all equipment at every station tested
A.11	Data backup device (4 GB pen drive sufficient for 1 centre/day i.e. ~5 stations. Enrollment Centre should maintain a stock of 7 days)
A.12	Printer (A4 laser printer; must print photo with good quality receipt)
A.13	Printer Paper(Inventory for 5 stations for 10 days ~ 20 rims)
A.14	GPS Receiver (USB/built in)
A.15	AntiVirus / Anti Spyware checks
A.16	Data Card /Internet connectivity for Enrollment Client to be online every 24-48 hrs
A.17	All Operators and Supervisors enrolled into AADHAAR and registered with CIDR
A.18	The pre-enrollment data from the Registrars, if used, is available for import on laptops

b. Setting up of Enrollment Centre

Enrollment Centre refers to the premises located in the area where the enrollment is being carried out. The location for the enrollment center and number of enrollment stations per center shall be determined by the Enrolling agency and approved by the Registrar.

The process for setting up Enrollment centre is defined in 4.3 Set up Enrollment centre sub process flow in Annexure III at the end of this document. The minimum facilities in the setup are as below.

The enrollment plan and schedule for the center shall be prepared by the Enrollment Agency and shared with the registrar. One Enrollment Centre can host a single or multiple Enrollment Stations. Following are the specifications for a stationary enrollment center.

Mandatory Requirements	
B	Enrollment Centre
B.1	Backup power supply (generator/UPS) of 2 KVA capacity for every five enrollment stations kept in a centre
B.2	Fuel to run the generators, if generators used
B.3	Printed enrollment forms for filling data available in sufficient numbers
B.4	Preprinted Bubble Envelopes size 10 , for pen drive transfer to CIDR via India Post (2 Envelopes/day/centre. Enrollment Centre should maintain a stock of 20 days)
B.5	Adequate lighting, fans & power points for plugging various biometric devices available
B.6	Local authorities informed of enrollment schedule
B.7	Introducers informed of enrollment schedule
B.8	Banner for the Enrollment Centre placed at entrance
B.9	Posters depicting enrollment process in English & the local language present in visible places
B.10	Grievance handling Helpline Number and other important numbers displayed prominently inside/outside the enrollment centre
B.11	The User Manual of the software available for ready reference & operators aware of the same
B.12	Sponge for wetting and hand-cleaning cloth available

- i. An enrollment center shall be manned by a supervisor and technical personnel in addition to the operators at the enrolling stations. A ratio of 5:1 operators to supervisors as well as operators to technical staff subject to a minimum of one technical staff per one enrollment centre should be maintained by the Enrollment Agency.
- ii. The premises of the enrollment center are expected to be provided by the Government authorities wherever available. However the enrolling agency shall ensure required infrastructure like connectivity, power (if not already available) etc with the help of the local body authorities. In cases where such facilities are

not available, the enrolling agency shall be responsible for providing alternate arrangements like power generator etc.

- iii. An area in the enrollment center shall be clearly demarcated for enrollees waiting to be enrolled and facilities for seating should be provided by Enrolling Agency.
- iv. In case of mobile enrolment centres/stations, the decision on frequency/period of availability shall be decided by the Registrar based on the density of population, geographical terrain etc.
- v. Key figures on the enrollment stations are provided separately in Annexure V.

4.1.3 Hire & Train Manpower for Enrollment

Hiring Manpower:

The enrolling agency shall hire personnel, including operator, supervisor, technical and data entry operator, enrollment agent etc. well in advance and shall train them for requisite period. The enrolling agency shall furnish training plan and certify that all personnel have been trained as per the UIDAI guidelines. The enrolling agency shall certify in writing to the GNCTD that timely payment of salary, as per the Minimum Wages ACT for skilled labour, to all personnel hired by them for this enrollment contract, has been made on or before every 5th day of the month. The certificate should be furnished by 6th day of the month. Not paying salaries in time may be one of the grounds for termination of contract. The Enrolling Agency shall hire manpower to operate the enrollment station/center as per the guidelines prescribed by UIDAI.

- i. Operator: The enrolling agency shall hire manpower (machine) operator to execute enrollment at the enrollment stations as per the criteria provided below
 1. The operator should have passed Matriculation
 2. The operator should have a basic understanding of operating a computer and should be comfortable using the computer.
 3. The operator should have undergone training on the various equipment and gadgets as specified in 1.a above.

4. The operator should have passed the Operator test for UID enrollment and certified from a testing and certifying agency authorized by UIDAI.
 5. The Enrolling Agency shall pay a minimum salary of skilled labour as per the Minimum Wages Act applicable in Delhi along with performance incentive. Any violation of this condition or the Minimum Wages Act, could be a ground for termination of the contract.
- ii. Supervisor: The enrolling agency shall hire Supervisors to supervise enrollment at the enrollment centers as per the criteria provided below
1. The supervisor shall preferably be a graduate
 2. The supervisor shall have a good understanding and experience in using a computer.
 3. The supervisor should have undergone training on the various equipment and gadgets as specified in 1.a above.
 4. The operator should have passed the Supervisor test and certified from a testing and certifying agency authorized by UIDAI.
- iii. Technical personnel : The enrolling agency shall hire Technical personnel to provide technical support during enrollment at the enrollment centers as per the criteria provided below
1. The Technical personnel shall be a Graduate and have a certification/experience on hardware/software trouble shooting and maintenance
 2. The Technical personnel shall have a good understanding and experience in using a computer.
 3. The Technical personnel should have undergone training on the various equipment and gadgets as specified in 1.a above.
 4. The Technical personnel should have passed the Technical personnel test and certified from a testing and certifying agency authorized by UIDAI.

- iv. Data Entry Operator : The enrolling agency shall provide sufficient numbers of data entry operators and enrollment agents for digitisation of KYR records.
1. The data entry operator should have passed Matriculation.
 2. The data entry operator should have a basic understanding of operating a computer and should be comfortable using the computer.
 3. The data entry operator should have typing speed of 40 wpm. The enrollment agency will be required to certify that operator can type 40 wpm on a laptop and has atleast 6 months experience in typing.
 4. The Enrolling Agency shall pay a minimum salary of skilled labour as per the Minimum Wages Act applicable in Delhi along with performance incentive. Any violation of this condition or the Minimum Wages Act, could be a ground for termination of the contract.
- v. Enrollment Agents : The Enrolling Agency will also deploy at least two Enrollment Agents per enrollment station, who shall carry out IEC activities, mobilise enrolees and collect KYR data from the field.
1. The Enrollment Agent should be literate.
 2. The Enrollment Agent should have basic understanding of interacting with people and should be comfortable interacting with senior citizens, ladies, children, people in Jhuggi Jhopadi colonies etc. .
 3. The Enrolling Agency shall pay a minimum salary of skilled labour as per the Minimum Wages Act applicable in Delhi along with performance incentive. Any violation of this condition or the Minimum Wages Act, could be a ground for termination of the contract.
- vi. Verifiers : The Enrolling Agency will also deploy at least one verifier at each enrolling location at its own cost. The verifier must meet the terms and conditions stipulated by UIDAI for Verifiers.
- vii. Induction training: After hiring the personnel as described above, the Enrollment Agency should impart induction training on the various activities

involved in the enrollment process to enable them to understand and adjust to the local situation. The induction training is to be given just before actual deployment of the personnel for enrollment operations and shall be compulsory. The period of induction training shall be from 10 to 15 days.

Training of Manpower:

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

1. The training schedule and content shall be as prescribed by UIDAI on its website.
2. The enrollment agency may prefer to have master trainers onboard. Master trainers shall be identified by the enrollment agency from its pool of trainers and get them trained by UIDAI/ its representative as per its schedule. Master trainers shall train the trainers.
3. The enrollment agency shall have the requisite number of trainers for training its personnel. Trainers have to be trained by the Master trainers and should have passed the certification exam.
4. The training and enrollment operations shall be separate activities.
5. Duration of the training will vary depending on the category/ level of the participant and shall be prescribed by UIDAI on its website.
6. The enrolling agency involved in training shall translate the training material into local language and hand it over to the course participants.
7. The enrollment agency shall ensure the availability of the requisite infrastructure for imparting training which shall include availability of at least two sets of the equipment and gadgets listed in 4.1.2.a above.
8. The size of a batch for training shall not exceed 40 per batch.

9. The training schedule and contents for training shall be defined by UIDAI/its representative.
10. The manpower trained by the Enrolling Agency/Empanelled training agency shall be considered qualified only after passing the Certifying test conducted by a Testing and Certifying Agency authorized by UIDAI. Therefore the agency shall coordinate with the testing agency for testing and certifying its trainees.
11. The agency shall be subject to process audits for training from time to time by UIDAI/ its representative.

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

4.1.4 Conduct Enrollment Operations as per Standard Processes specified by UIDAI/Registrar

Prior to the commencement of the Enrollment operations the Enrollment Agency shall work closely with the local governing bodies, key introducers in publicizing the UID, its importance and schedule for UID registration in that location. During the enrollment operation also publicity and awareness shall be done in coordination with the local authorities to encourage UID registrations. All content and material for such publicity will be jointly worked by UIDAI/Registrar and shall conform to specifications laid down by UIDAI. Printing of all such publicity material, design/development of audio/video content shall be done by the bidder

UIDAI has defined clear-cut standard processes for enrollment as mentioned hereunder.

The Enrollment Agencies would use the software provided by the UIDAI/Registrar for the collection of demographic data and the biometric data. The software will be supported by a User Manual.

Step 1a: Collect demographic data after due verification as prescribed by UIDAI

Please refer to 5.1.1, 5.1.2 in Annexure III for detailed standards and guidelines for demographic data collection. Please refer to process 4.5 for the detailed process flow of capturing Demographic and Biometric data capture. Please note that the enrollment agency shall be responsible for printing of the forms, acknowledgment receipts etc.

Step 1b: Collect demographic data after due verification as prescribed by Registrar

The bidder shall collect the KYR data from the field, after due verification.

The collected data will be digitised by the data entry operator on the site of the station and this data shall be electronically transferred to enrollment agent in real time basis so that the enrollment agent can pre-populate the KYR fields at the time of enrollment.

Enrollment agencies are required to create this process flow and required infrastructure e.g. secure LAN etc. to execute the process.

Step 2: Collect Biometric data from the enrollees as prescribed by the UIDAI.

Please Refer to 5.1.4 & 5.1.5 in Annexure III for detailed standards and guidelines for capture of Biometric data. Please refer to the process flow 4.5 and 4.6 Capture Demographic & Biometric Data & Ready for Transfer Sub Process Description of Annexure III for detailed steps involved in Biometric data collection

Step 3: Get consent letter and generate acknowledgement receipt.

After the demographic and biometric details are captured the enrollment operator shall show the demographic data to the enrollee and get his consent. If needed any corrections are made to the data and signed off by the operator by providing his finger prints. All exceptions need to be signed off by the Supervisor. A consent letter has to be printed and the signature/thumb impression of the enrollee obtained and the letter filed. An acknowledgment receipt is then printed and provided to the enrollee as a reference.

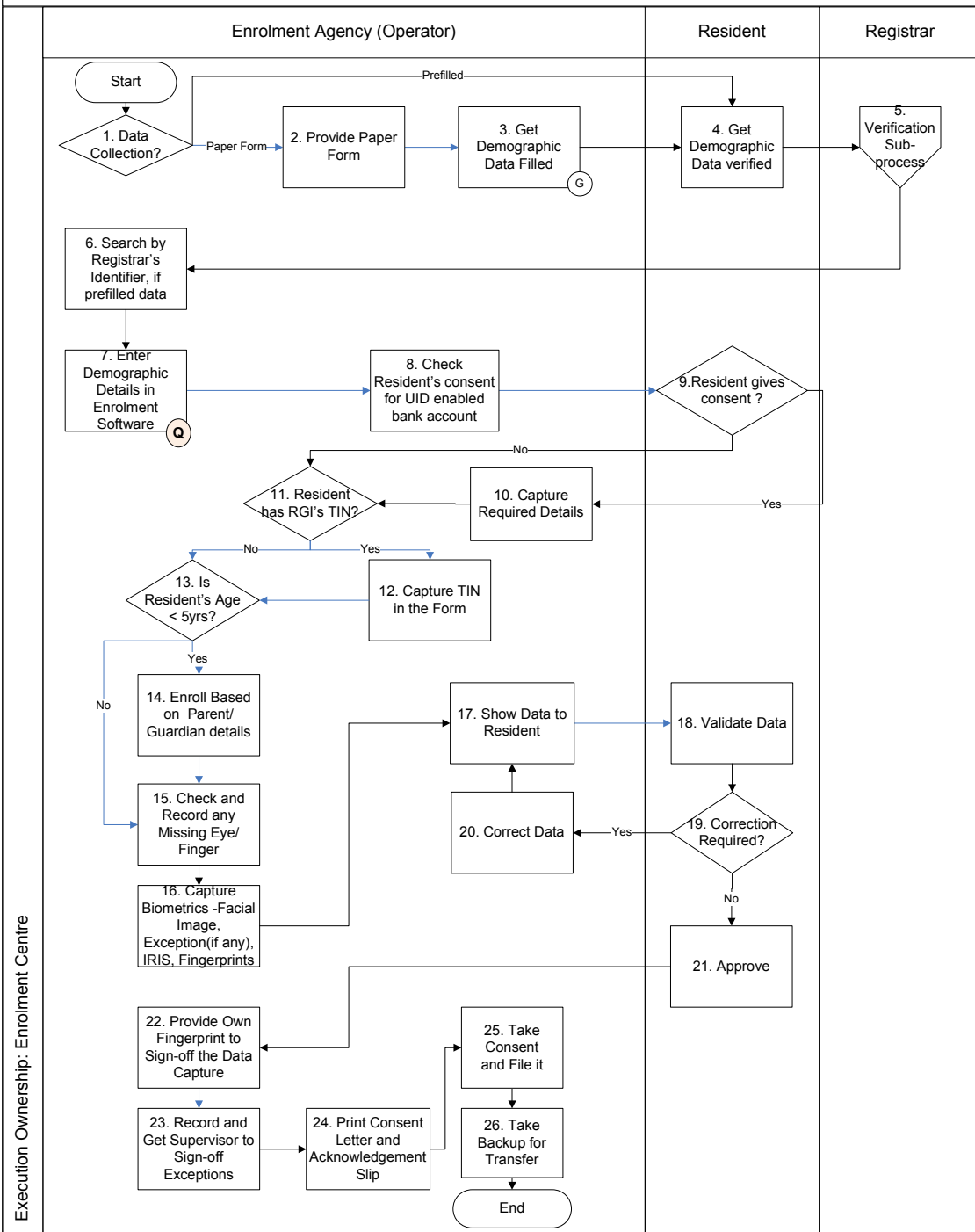
Step 4: Data backup and transfer:

The data thus collected would be transmitted to the UIDAI for a process of de-duplication and allotment of the AADHAAR Number.

The printing of enrollment forms for collection of KYR data, along with the acknowledgments/receipts shall be done by the bidder in the format prescribed by UIDAI/Registrar.

Please refer to the Guidelines for enrollment for detailed process flows of the various activities in the Enrollment process as prescribed by UIDAI. Process flow for Enrollment operations is as given below:

Enrolment process flow



Execution Ownership: Enrolment Centre

4.1.5 Send Enrollment Data to Registrar

The UIDAI will separately prescribe the methods by which the data has to be transferred to the Authority for storage in Central Identities Data Repository (CIDR). The guidelines from UIDAI will relate to the transfer of data into specific memory devices and transporting them through a secure network or physically by the postal or courier services to the address which will be specified. The enrolling agencies are therefore advised to obtain these instructions before they proceed to collect the demographic and Biometric Data of the willing enrollees. The UIDAI will also issue separate instructions on the form of capture and storage for the PoI and PoA documents. UIDAI will not be responsible for storage of POA/POI documents.

4.1.6 Additional Services to be provided by the Enrollment Agency

Some of the key additional services to be provided by the enrollment agency are given below:

1. *Blank*
2. Scanning of POA/POI documents and sending it to central location (through Pen drive) or uploading it for storage (Facility for storage shall be provided by the state government). Naming convention and codification of documents shall be provided by GNCTD.
3. Collection of the hard copies of the POA/POI documents and submitting it to GNCTD Principal Secretary, Department of Revenue, Government of NCT of Delhi for storage (Facility for storage shall be provided by the state government). EA will index the documents as per directions from GNCTD.

4.1.7 Privacy & Security

Enrolling agencies are responsible to make sure that the data is kept in a very secure and confidential manner and under no circumstances, shall they use the data themselves nor part with the data to any other agency other than the UIDAI. Mechanisms to ensure the same have to be put in place by the Enrolling agency and shall be subject to audit by UIDAI/Registrar/their representative from time to time.

4.1.8 Provide Electronic MIS Reports on Enrollment Status Daily

Operator shall send enrollment statistics on enrollment status to Registrar/UIDAI on a daily basis at 10 PM. The formats and contents of the MIS reports shall be decided by the Registrar.

4.2 Geographical Scope

The geographical scope of work for enrollment operations shall be catered to by the Enrollment agency by setting up stationary/ mobile enrollment stations as specified in Annexure V of this RFQ. The geographical locations/area and the target population for that geographical location/area to be catered to by the Enrollment Agency is given in Annexure V

4.3 Service Levels

The service levels in terms of successful generation of UID are mentioned below. Corresponding penalties have been defined as per the performance of the bidders.

	Parameter	Penalty (to be deducted from the total number of data sets captured/ enrollments, for specified period and specified unit of operation)
Operator efficiency (each operator)		
a.	At least 50 enrollments per day per station, after 16 May 2011, averaged over a block period of 15 days.	0 enrollments
b.	49-41 enrollments	- 1 enrollment
c.	< 41 enrollments	- 1 enrollment per enrollment less than 41, in addition to

		above.
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Other Service Level Norms are as follows :

Sl. No	Performance Indicator	Service Level Metric	Penalty on breach of service level (imposed monthly)
(a)	Availability of Enrollment Station (ES) at the particular locality identified for setting up of ES as per the Work Plan	The ES should be operational as per the schedule given in the RFP. Non-operationalisation will result in less number of enrollments resulting in penalties as prescribed in clause 8.1 of page 17.	As per minimum number of stations to be rolled out (clause 8.1 of page 17).
(b)	No. of stations live during period of enrollment	EAs are expected to keep live no. of stations as agreed with Registrar during enrollment period.	As per minimum number of stations to be rolled out (clause 8.1 of page 17).
(c)	Data Transfer to the CIDR /Registrar/ agency nominated by Registrar (excluding the data related to residents getting enrolled through Introducers)	By 10 AM of next day from the date of enrollment.	Rs.200 for every day of delay
(d)	Data packets rejected / held by CIDR due to enrollment through unregistered stations, operators, supervisors and introducers	EAs are expected to carry enrollment through registered stations, operators, supervisors and introducers	Rs. 50 per instance
(e)	Data Quality – Enrollment rejected / complaint received due to incorrect gender.	EA must ensure data accuracy	Rs.200 per instance
(f)	Data Quality – Enrollment rejected / complaint received due to incorrect photograph or missing / incomplete address.	EA must ensure data accuracy	Rs.200 per instance

All deficiencies must be corrected in 48 hours, failing which the agency may be disqualified.

4.4 Roles and Responsibilities

The roles and responsibilities of the various parties involved in the Enrollment process are defined below:

Role	Responsibilities
Enrollment Agency	<ul style="list-style-type: none"> • Procure certified biometric devices • Procure other hardware & infrastructure for enrollments • Ensure enrollment software is installed on required laptops / desktops. • Collection of Demographic data of the population, where ever required. • Load pre-enrollment residents data on enrollment stations laptop, where applicable. • Ensure UIDAI processes & standards are followed • Assist Registrar develop enrollment schedules • Work closely with the Registrar in enrollment publicity & awareness at grass-root level • Ensure availability of certified operators & supervisors at enrollment centres • Ensure adequate number of stationary are available • Ensure adequate backup arrangement at enrollment centre • Setup enrollment stations • Capture demographic and biometric data • Handle exception cases during capture of data • Obtain consent letters and make corrections in data recorded, if required • Provide acknowledgement slips to Residents • Handle issues and concerns of operators and residents • Ensure audit feedback, if any, incorporated in process • Enable successful data transfer to CIDR • File, back up & store enrollment data as per UIDAI guidelines • Take remedial / corrective action in case of process / quality deviations • Provide infrastructure for enrollment e.g. Furniture, electrical appliances etc.

Role	Responsibilities
Registrar	<ul style="list-style-type: none"> • Audit of Enrolment Centres' readiness • Audit of enrolment agency processes and their effectiveness • Verify PoI, PoA, DoB documents in case of document based verification • Define enrolment plan including locations & timeframe • Identify suitable locations for setting up enrolment centres • Ensure pre-enrolment data, where applicable, is available to Enrolment Agency • Ensure list of Introducers is available with their demographic, biometric details and UID numbers • Ensure communication reaches the target beneficiaries / residents • Provide template for paper-based enrolment form containing KYR fields • Setup mechanism for periodic process & data quality • Confirm the identity of the resident by giving his/her UID and fingerprints for verification
UIDAI	<ul style="list-style-type: none"> • Facilitate certification of biometric devices • Provide training content • Appoint a training and certification agency and provide testing content to this agency • Provide required standards & guidelines • Vet awareness & publicity content

4.5 Timelines

The enrollment process should be completed by 30 September 2011.

4.6 Payment to the Enrollment Agency

Payments shall be made to the Enrollment Agency by the Registrar on a monthly basis based on the number of enrollments completed and coverage of the scope of work based on the following terms:

1. 90% of the payment based on number of the enrollments (i.e. successful generation of UID)
2. 10% payment based on the submission of relevant documents (of residents who have successfully got an UID) like PoA, PoI etc to the Registrar

This payment shall be subject to adherence to the Service Level Agreements.

5. FINANCIAL BID FORMS

The bidder shall be responsible for doing the necessary background research to understand each geographical area, terrain, population density, urban-rural percentage as well as the infrastructure requirements.

The bidder shall quote the total cost for providing services as per the Scope of Work given in Section 4 which shall include the cost for collection of demographic and biometric details of residents as per the requirements of GNCTD and UIDAI and the cost for providing other additional services specified in the Scope of Work. The total cost quoted shall be inclusive of all expenses like travel and lodging, cost of setting up enrollment centers and mobile units, taxes and duties.

5.1 Financial Bid Covering Letter

The Bidders shall submit the Financial Bid Covering Letter as given in Annexure I.

5.2 Financial Bid Form

The Bidders shall submit the Financial Bid Form as given in Annexure II. Financial Bids which are not submitted through eProcurement portal or as per the Financial Bid Form shall be summarily rejected. Conditional bids shall also be rejected during the evaluation of the financial bids.

Annexure I – Financial Bid Covering Letter

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

To,

Principal Secretary (Revenue)/Divisional Commissioner

Department of Revenue,

Government of NCT of Delhi,

5 Shamnath Marg, Delhi

Dear Sir,

Ref: Request for Quotation (RFQ) Notification nodated

1. We, the undersigned, having examined the RFQ document, herewith submit our response to above Notification for Selection of Enrollment Agency for UID, in full conformity with the said RFQ document. (in case of consortium, the names of the consortium partners shall be provided here)
2. We, the undersigned, offer to provide services to GNCTD for carrying out the enrollment functions for Enrollment of Residents of Delhi for UID in accordance with the RFQ.
3. We have read the provisions of the RFQ document and confirm that these are acceptable to us. Hence, we are hereby submitting our Financial Bid.
4. We agree to abide by this RFQ, consisting of this letter, financial bid and all attachments, for a period of 60 days from the closing date fixed for submission of bid as stipulated in the RFQ document.
5. We hereby declare that we are interested in providing our services as per the following choice of districts:

	District	Choice (rank 1 to 5)
a.	South	
b.	West	
c.	North East	
d.	East	
e.	North, Central & New Delhi (One package)	

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 have not been black listed with in last 3 years by any state or central government or any of its departments / undertakings.
8. Availability of resources with us, which can be deployed for the Kalpa Vriksha Project, are as under :

	Resource	Available at the time of bidding	Order placed at the time of bidding	Likely to be available on 25 Apr 2011
α.	Iris Scan devices available on date for deployment.			
β.	FP capturing devices available on date for deployment.			
χ.	Laptops available on date for deployment.			
δ.	Digital Cameras available on date for deployment.			
ε.	Machine operators available on date for deployment.			
φ.	Data entry operators available on date for deployment.			
γ.	Supervisors available on date for deployment.			
η.	Enrollment agents available			

	on date for deployment.			
ι.	Data entry operators available on date for deployment.			
φ.	Number of residents to be covered from UID enrollment projects won till date by the company.			
κ.	Available Capacity of the company to carry out enrollments as on date of submission of the bid.			

9. We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery/ corrupt practices. We understand that indulging in corrupt practices of any kind will disqualify us from the bidding process and may lead to disqualification from UIDAI's empanelment.
11. 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".
12. We understand that GNCTD is not bound to accept any bid received in response to this RFQ.
13. In case we are engaged by GNCTD as an Enrolling Agency, we shall provide any assistance/cooperation required by GNCTD or any other Registrar appointed by GNCTD, UIDAI appointed auditing agencies/ 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.

14. In case we are engaged as an Enrolling Agency, we agree to abide by all the terms & conditions of the Contract that will be issued by GNCTD.
15. The financial bid includes the cost of setting up and operating enrolment stations as specified in the RFQ, cost of providing additional services and performing all functions as per the scope of work defined in Section 4 of the RFQ

Our correspondence details with regard to this RFQ are:

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

(Affix the Official Seal of the Firm)

Annexure II – Financial Bid Form

To be submitted through the eProcurement portal of Govt of NCT of Delhi as per instructions on page 5.

Financial Bid for undertaking enrollment activities as per Schedule-1:

<i>Item</i>	<i>Costs in INR (per enrollment)</i>
Cost of enrollment (inclusive of all taxes)	

* This shall include all costs like the equipment costs, manpower costs, vehicle costs, travel and lodging costs, taxes and duties and any other miscellaneous costs.

Note:

1. The Contract Value shall be computed as: Total Cost of the District as per the Financial Bid x Target population for the District
2. No other cost shall be payable to the enrollment agency except what has been mentioned above

Annexure III

References from UIDAI or its website

- Enrollment Manual
- Enrollment Software Manual
- Demographic Data Standards and Verification Procedure (DDSV) Committee Report

Annexure IV – Specification and Formats for capture of KYR+ Information

No KYR+ data needs to be collected.

Annexure V – Indicative Number of Enrollment Centres & Training Requirements

A. The tables below give details about the Population of the various districts of Delhi. The bidders may use the the excel sheet 'UIDAI_EA_Enrollment Station Calculator' from www.uidai.gov.in/tenders/ES_calculator_template.xls to calculate the number of enrollment stations that may be needed.

Estimated population of 7 remaining districts of Delhi and minimum number of enrollment stations to be rolled out are as below :

District	Population in Census 2001	Estimated population in Oct 2010	Minimum number of stations to be rolled out	
			25 April 2011	May 15, 2011
			40.00%	100.00%
South	2,267,023	2,984,013	147	737
West	2,128,908	2,802,217	138	692
North East	1,768,061	2,327,245	115	574
East	1,463,583	1,926,470	95	475
North Central	781,525	1,028,698		
Central	646,385	850,817		
New Delhi	179,112	235,760	105	522
Total	9,234,597	12,155,220	600	3000

Annexure VI – Guidelines for deciding on Turnover and Net Worth Criteria

As per UIDAI guidelines available from UIDAI or UIDAI website.

Annexure VII - STANDARD CONTRACT

8.1 Contract Form

THIS AGREEMENT is made on this _____ (eg. 3rd) day of _____ (eg. Apr), _____ (eg. 2011), between _____ of _____

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

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

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

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

AND WHEREAS various applications were received pursuant to the said bid

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The General Conditions of Contract;

- b) The Special Conditions of Contract;
- c) The following Appendices: *[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix]:*

- 0 Appendix A: Description of Services
- 1 Appendix B: Reporting Requirements
- 2 Appendix C: Total Cost of Services
- 3 Appendix D: Duties of the Purchaser
- 4 Appendix E: Form of Bank Guarantee Bond

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

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

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

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

[Authorized Representative]

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

[Authorized Representative]

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

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

[Name of member]

[Authorized Representative]

8.2 General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) “Applicable Law” means the laws and any other instruments having the force of law in India.(b) “Purchaser” means the entity purchasing the services under this Contract(c) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 6, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.(f) “Enrolling Agency/ Enrollment Agency” means– the agency appointed by the Registrar for collection of the demographic and biometric data in the location assigned by the Registrar(g) “GC” means these General Conditions of Contract.(h) “Government” means the Government of India.(i) “Registrar” means the Agency of the Central or State Government or Local Government comprising the elected rural and urban local bodies Constitutional/ statutory Village Councils or a recognized Non-Governmental Organization with whom the UIDAI has entered into a Memorandum of Understanding for covering issues related to the implementation of the UID Project. The Registrar is the Purchaser of the services under this Contract.(j) “Supplier” means any private or public entity that will provide the Services to the Purchaser under the Contract. The Supplier is the Enrolling Agency whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement(k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these
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	<p>entities.</p> <p>(l) “Party” means the Purchaser or the Supplier, as the case may be, and “Parties” means both of them.</p> <p>(m) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>(o) “Services” means the work to be performed by the Supplier pursuant to this Contract, as described in Appendix A hereto.</p> <p>(p) “Bidder” means the entity bidding for the services under the Contract.</p> <p>(q) “Resident” means normal resident of India</p> <p>(r) “UIDAI” means Unique Identification Authority of India</p> <p>(s) “In writing” means communicated in written form with proof of receipt.</p>
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 Supplier. The Supplier, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
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 are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Purchaser may approve.
1.7 Authorized 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 Supplier and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India
1.9 Fraud and Corruption	
1.9.1 Definitions	<p>It is the Purchaser’s policy to require that the Purchaser as well as Suppliers observe the highest standard of ethics during the selection and execution of such contracts. The Purchaser also requires that the Supplier does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser:</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;</p> <p>(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition</p> <p>(iii) “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, noncompetitive levels;</p> <p>(iv) “coercive practices” means harming or threatening to harm,</p>

	<p>directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>(v) “unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;</p>
1.9.2 Measures to be taken by the Purchaser	<p>(a) The Purchaser may terminate the contract if it determines at any time that representatives of the Supplier were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Supplier having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;</p> <p>(b) The Purchaser may also sanction against the Supplier, including declaring the Supplier ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Supplier has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract</p>
1.9.3 Commissions and Fees	<p>c) Purchaser will require the successful Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.</p>
1.10 Interpretation	<p>In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract;</p> <p>(b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;</p> <p>(c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p>

	<p>(g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(i) in the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail</p>
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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
2.2 Termination of Contract for Failure to Become Effective	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
2.3 Commencement of Services	The Supplier shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
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.
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	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>(b) In cases of substantial modifications or variations, the prior written consent of the Purchaser is required.</p>

2.7 Force Majeure	
2.7.1 Definition	<p>a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
2.7.2 No Breach of Contract	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
2.7.3 Measures to be Taken	<p>(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p>

	<p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier, upon instructions by the Purchaser, shall either:</p> <p>(i) Demobilize,; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Supplier shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.</p> <p>(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.</p>
<p>2.8 Suspension</p>	<p>The Purchaser may, by written notice of suspension to the Supplier, suspend all payments to the Supplier hereunder if the Supplier fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Supplier to remedy such failure, if capable of being remedied, within a period not exceeding 48 hours (forty eight hours) after receipt by the Supplier of such notice of suspension.</p>
<p>2.9 Termination</p>	
<p>2.9.1 By the Purchaser</p>	<p>The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1. In such an occurrence the Purchaser shall give a not less than 7 days' written notice of termination to the Supplier, and thirty (30) days' in the case of the event referred to in (e).</p> <p>(a) If the Supplier does not remedy a failure in the performance of their obligations under the Contract, within 48 hours after being notified or within any further period as the Purchaser may have subsequently approved in writing.</p> <p>(b) If the Supplier becomes (or, if the Supplier consists of more than 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</p>

	<p>compulsory or voluntary.</p> <p>(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the Supplier are unable to perform a material portion of the Services for a period of not less than thirty (30) days.</p> <p>(e) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Supplier submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</p> <p>(g) If the Supplier places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>(h) If the Supplier fails to provide the quality services as envisaged under this Contract. The Registrar/ UIDAI may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Registrar/ UIDAI may decide to give one chance to the Supplier to improve the quality of the services.</p> <p>(i) If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(j) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar services. However, the Supplier shall continue performance of the Contract to the extent not terminated</p>
<p>2.9.2 By the Supplier</p>	<p>The Suppliers may terminate this Contract, by not less than thirty (30) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:</p> <p>(a) If the Purchaser fails to pay any money due to the Supplier pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Supplier that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Supplier is unable to perform</p>

	<p>a material portion of the Services for a period of not less than thirty (30) days.</p> <p>(c) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(d) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Supplier may have subsequently approved in writing) following the receipt by the Purchaser of the Supplier's notice specifying such breach.</p>
<p>2.9.3 Cessation of Rights and Obligations</p>	<p>Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Supplier's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.5 hereof, and (iv) any right which a Party may have under the Law.</p>
<p>2.9.4 Cessation of Services</p>	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Supplier shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Supplier and equipment and materials furnished by the Purchaser, the Supplier shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.</p>
<p>2.9.5 Payment upon Termination</p>	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Purchaser shall make the following payments to the Supplier:</p> <p>(a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (e), (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(c), (i) hereof for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c) and (f) to (i), the Supplier shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Meruit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9</p>

	of this agreement. The Supplier 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 paragraphs (a) through (g) of 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 shall be extended for a period as required by the Purchaser based on mutual agreement.

3. OBLIGATIONS OF THE SUPPLIER

3.1 General	
3.1.1 Standard of Performance	The Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.
3.2.1 Suppliers Not to Benefit from Commissions, Discounts, etc.	<p>a) The payment of the Supplier pursuant to Clause GC 6 shall constitute the Supplier's only payment in connection with this Contract or the Services, and the Supplier shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Supplier shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.</p> <p>(b) Furthermore, if the Supplier, as part of the Services, has the responsibility of advising the Purchaser on the procurement of goods, works or services, the Supplier shall comply with the Purchaser's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Purchaser. Any discounts or commissions obtained by the Supplier</p>

	in the exercise of such procurement responsibility shall be for the account of the Purchaser.
3.2.3 Prohibition of Conflicting Activities	The Supplier shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3.3 Confidentiality	Except with the prior written consent of the Purchaser, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.4 Insurance to be Taken Out by the Supplier	The Supplier (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Accounting, Inspection and Auditing	<p>(a) The Supplier (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be.</p> <p>(b) The Purchaser shall have the right to carry out inspection checks, audits of the Supplier's premises and/ or locations, facilities, or point of delivery of services performed under this contract.</p> <p>(c) The Purchaser shall have the right to carry out scheduled/ un-scheduled visits to any of the locations, enrollment centres manned by the Supplier and oversee the processes and operations of the Supplier</p>
3.6 Sub-contracting	The Supplier shall not be permitted to sub-contract any part of its work, obligations, duties, or responsibilities under this contract
3.7 Reporting Obligations	(a) The Supplier shall submit to the Purchaser the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

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

4. SUPPLIER'S PERSONNEL

4.1 General	The Supplier 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 SC, the Supplier shall ensure that at all times during the Supplier's performance of the Services a project manager, acceptable to the Purchaser, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE PURCHASER

<p>5.1 Assistance and Exemptions</p>	<p>Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall:</p> <p>(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(b) Provide to the Supplier and his Personnel any such other assistance as may be specified in the SC.</p> <p>(c) Other assistance/ exemption as specified in SC 5.1 (c)</p>
<p>5.2 Change in the Applicable Law Related to Taxes and Duties</p>	<p>If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Supplier for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Supplier in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Supplier under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).</p>
<p>5.3 Services, Facilities and Property of the Purchaser</p>	<p>(a) The Purchaser shall make available to the Supplier and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix.</p> <p>(b) In case that such services, facilities and property shall not be made available to the Supplier as and when specified, the Parties shall agree on any time extension that it may be appropriate to grant to the Supplier for the performance of the Services .</p>
<p>5.4 Payment</p>	<p>In consideration of the Services performed by Supplier under this Contract, the Purchaser shall make to the Supplier such payments and in such manner as is provided by Clause GC 6 of this Contract.</p>

6. PAYMENTS TO THE SUPPLIER

<p>6.1 Total Cost of Services</p>	<p>(c) If pursuant to of the Clause GC 5.2 hereof, the Parties shall agree that additional payments shall be made to the Supplier in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to earlier.</p>
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6.2 Currency of Payment	All payments shall be made in Indian Rupees
6.3 Terms of Payment	<p>The payments in respect of the Services shall be made as follows:</p> <p>(a) The Supplier shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC.</p> <p>(b) All payments under this Contract shall be made to the accounts of the Supplier specified in the SC.</p> <p>(c) In case of early termination of the contract, the payment shall be made to the Supplier as mentioned here with:</p> <p>(i) Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Supplier shall provide the details of the services performed during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the rate as specified.</p>

7. GOOD FAITH

7.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
7.2 Operation of the Contract	The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	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
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	<p>written Notice of Dispute to the other party and attempt to reach an amicable settlement through the following method:</p> <ul style="list-style-type: none"> • The matter shall be referred to a three member expert committee constituting of The Additional Director General (Delhi), UIDAI and two representatives nominated by GNCTD. • The three member expert committee shall hear the representations of both the sides and pass its verdict to resolve the issue in an amicable manner, which shall be applicable to both the parties. <p>If the dispute cannot be amicably settled or either parties is not satisfied with the proposed solution within 60 days, clause GC 8.2 shall become applicable.</p>
<p>8.2 Arbitration</p>	<p>(a) In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the Supplier, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Purchaser and the Supplier, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the authority specified in SC 8.2 (a). The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</p> <p>(b) Arbitration proceedings shall be held in India at the place indicated in SC 8.2 (b) and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Purchaser and the Supplier. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.</p>

9. LIQUIDATED DAMAGES

9.1	The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
9.2	The amount of liquidated damages for services under this Contract shall not exceed the Contract Price.
9.3	<p>The liquidated damages shall be applicable under the following circumstances:</p> <p>(a) Except as provided under GC 2.7, if the Supplier fails to perform the services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the services supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery of performance, subject to a maximum of 10% of the value of the such services.</p> <p>(b) In addition, the Supplier is liable to the Purchaser for payment of penalty as specified in the SLA</p> <p>(c) If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements within 14 days of being informed by the Purchaser, the Purchaser shall be free to impose any penalty as deemed fit. In addition, the Purchaser shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Supplier</p>

10. ADHERENCE TO RULES & REGULATIONS

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

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

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

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

(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	The addresses are: Purchaser: <Designation> Attention: <Address> Facsimile: _____ E-mail: _____ Supplier: _____ _____ Attention: _____ Facsimile: _____ E-mail: _____
{1.7}	{The Supplier is <i>[insert name]</i> }
1.7	The Authorized Representatives are: For the Purchaser: Name of Officer _____ For the Supplier: _____
2.1	The effective date of the Contract:
2.3	The date for the commencement of Services: <Within 15 days from the signing of the contract between the Purchaser and the Supplier>

2.4	The time period shall be: <Enter number of months>
3.5	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Supplier or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988; (b) Third Party liability insurance, with a minimum coverage of the value of the contract (c) Professional liability insurance, with a minimum coverage of the value of the contract (d) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Supplier and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Supplier's property used in the performance of the Services, and (iii) any outputs prepared by the Supplier in the performance of the Services.
5.1 (c)	<p>The Purchaser shall provide the following assistance and exemptions to the Supplier for the effective implementation of the services under this Contract:</p> <p><The Purchaser may include the relevant provisions here></p>
6.2	The amount in Indian Rupees (INR) is <i>[insert amount]</i> .
6.3	<p><u>General terms and conditions of Payment Schedule</u></p> <ul style="list-style-type: none"> 1) All payments shall be made by the Purchaser in favour of the Supplier 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. 3) Supplier 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 60 days of submission of invoice.

	<p>5) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by Supplier is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Supplier, till such work/ supply/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.</p> <p>7) All payments under this Contract shall be made to the account of the Supplier with (Bank & A/c No.):</p> <p>Payments will be made by the Purchaser to the Supplier as per Contract Value quoted in the Formats for Financial Bid and agreed in the Contract, as follows:</p> <p><u>Payment Schedule</u></p> <p><Insert Payments Schedule here></p>
8.2 (a)	<Name of the Authority who will appoint the Presiding Arbitrator>
8.2 (b)	The Arbitration proceedings shall take place in <Enter City> in India.

8.4 Appendices to contract

APPENDIX A - DESCRIPTION OF SERVICES

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

Has been provided in the RFQ.

APPENDIX B – REPORTING REQUIREMENTS

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

Shall be mutually agreed for and will be in addition to the reports mentioned in the RFQ.

APPENDIX C – TOTAL COST OF SERVICES

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

Not applicable

APPENDIX D – SCHEDULE OF ACTIVITIES

A tentative schedule of activities will be provided to successful bidders.

APPENDIX E – FORM OF BANK GUARANTEE BOND

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

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

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

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

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

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

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

4. We, _____ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force

and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the

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

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

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

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

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

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