

# **REQUEST FOR QUOTATION (RFQ)**

## **SELECTION OF ENROLMENT AGENCIES FOR PERMANENT ENROLMENT CENTRES (PECs)**

**Issued By**

**The Haryana State UID Registrar**

**Issued On 8<sup>th</sup> November, 2013**

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## 1. INVITATION TO BID

1. The Haryana State UID Registrar invites Financial Bids from eligible Enrolment Agencies empanelled by the UIDAI to establish permanent enrollment centres and to carry out fresh Aadhaar Enrolment from permanent enrolment centres for the UID project in Haryana. The selected bidders also have to carry out the following activities at the permanent enrolment centres:

- i printing of e-Aadhaar letter
- ii updation of information (demographics & Biometrics) for already enrolled residents.

The charges for printing of e-Aadhaar letter & Updation of information (demographics & Biometrics) for already enrolled residents will be Rs.10/- and Rs.15/- respectively and will be applicable to all the selected bidders and charges shall be payable by the residents to the selected bidder.

2. . The eligibility criteria are listed in Section 3.1 Instructions to Bidders – Data Sheet: Point 7.

3. This Request for Quotation (RFQ) includes the following sections:

- i. Invitation to Bid
- ii. Introduction
- iii. Instruction to Bidders
- iv. Scope of Work
- v. About the Financial Bid
- vi. Annexures including Financial Bid Form and Standard Contract

4. The response to the RFQ should be submitted on or before 20<sup>th</sup> November, 2013 at 2:00 PM by eligible bidders.

5. The Financial Bid must be made in the specified format (Annexure III) as per the terms and conditions mentioned in this RFQ.

6. The Haryana State UID Registrar reserves the right to reject any or all the bids in whole or part without assigning any reasons.

7. This 'Invitation to Bid' is non-transferable under any circumstances.

8. Address for communication of the Bid Management Agency:

Managing Director  
HARTRON  
SCO 109-110, Sector 17-B,  
Chandigarh.  
Email: [md@hartron.org](mailto:md@hartron.org)

## 2. INTRODUCTION

### 2.1 About the UID Project

The Government of India (GoI) has embarked upon an ambitious initiative to provide a Unique Identification (UID) more popularly known as the “Aadhaar” number, 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. More details on the UIDAI and Aadhaar can be found on the website: <http://www.uidai.gov.in>.

In this context, the Haryana State UID Registrar invites bids from enrolment agencies empanelled with UIDAI to establish permanent enrollment centres and to carry out fresh Aadhaar Enrolment from permanent enrolment centres for the UID project in 7 districts of Haryana at the selected e-Disha Centres as per scope of work defined in this RFQ.

### 2.2 About Enrolment of Residents in Haryana

The State of Haryana has a population of 2.53 crores as per 2011 census. The Government of Haryana is committed towards the success of the UID project. Approximately 189 lacs residents have been enrolled in Haryana up to 28<sup>th</sup> October, 2013 under the UID project.

The Additional Chief Secretary, Revenue & Disaster Management Department is the State UID Registrar for the UID project in Haryana.

In addition to the collection of KYR data and biometrics of residents (as mandated by the UIDAI), Haryana Government has decided to collect additional State-specific data (KYR+ data) of residents during UID enrolments. The details of KYR+ data fields and data collection process are available in Section 4.1.1 and Annexure IV of the RFQ.

The districts-wise enrolment position as on 28.10.2013 & target nos. of PECs are to be setup in 7 districts detailed in Annexure V.

### 3. INSTRUCTION TO BIDDERS

#### 3.1 INSTRUCTION TO BIDDERS – DATA SHEET

1	<b>Name and Details of Purchaser:</b> The Additional Chief Secretary, Revenue and Disaster Management Department, Haryana 2 <sup>nd</sup> Floor, New Secretariat Sector 17 Chandigarh
2	<b>Name of the assignment:</b> Aadhaar Enrolment in Haryana
3	<b>Name of Bid Management Agency:</b> Haryana State Electronics Development Corporation Limited (HARTRON)
4	<b>The Bid submission address is:</b> The Managing Director HARTRON SCO 109-110 Sector 17-B Chandigarh.
5	Bids must remain valid for 90 days after the submission date.
6	The districts-wise enrolment position as on 28.10.2013 & target nos. of PECs are to be setup in 7 districts detailed in Annexure V
7	<b><u>Eligibility for Submission of Bids</u></b>  i. The Bidder should be empanelled with UIDAI as an Enrolment Agency (EA) in any Financial Tier category for enrolments in Haryana State.  <b>Further, the Bidder must not be dis-empanelled, blacklisted or suspended by the UIDAI/ Registrar/ Central/ State/ UT Government in any part of the country as on the date of bid submission.</b>

8	<p><b><u>Bid Capacity</u></b> The Maximum Bid Capacity for the various Financial Capacity Tiers as prescribed by the UIDAI is given below:</p> <table border="1" data-bbox="295 414 1332 761"> <thead> <tr> <th data-bbox="295 414 391 548">S. No.</th> <th data-bbox="391 414 718 548">Financial Capacity Tier</th> <th data-bbox="718 414 1332 548">Bid Capacity (Maximum Number of Enrolments allowed in a Year)</th> </tr> </thead> <tbody> <tr> <td data-bbox="295 548 391 593">1</td> <td data-bbox="391 548 718 593">F1</td> <td data-bbox="718 548 1332 593">25 Lakh Enrolments</td> </tr> <tr> <td data-bbox="295 593 391 638">2</td> <td data-bbox="391 593 718 638">F2</td> <td data-bbox="718 593 1332 638">50 Lakh Enrolments</td> </tr> <tr> <td data-bbox="295 638 391 683">3</td> <td data-bbox="391 638 718 683">F3</td> <td data-bbox="718 638 1332 683">250 Lakh Enrolments</td> </tr> <tr> <td data-bbox="295 683 391 761">4</td> <td data-bbox="391 683 718 761">F4</td> <td data-bbox="718 683 1332 761">500 Lakh Enrolments</td> </tr> </tbody> </table> <p>Note: 'year' would mean the 12 month period starting from the date of empanelment of the Bidder with the UIDAI</p> <p>Only bidders with qualifying enrolment capacity will be considered for a given district.</p> <p>The Bidders must declare their enrolment commitments by submitting a declaration (as per Annexure II) <b>on the bid submission date.</b></p>	S. No.	Financial Capacity Tier	Bid Capacity (Maximum Number of Enrolments allowed in a Year)	1	F1	25 Lakh Enrolments	2	F2	50 Lakh Enrolments	3	F3	250 Lakh Enrolments	4	F4	500 Lakh Enrolments
S. No.	Financial Capacity Tier	Bid Capacity (Maximum Number of Enrolments allowed in a Year)														
1	F1	25 Lakh Enrolments														
2	F2	50 Lakh Enrolments														
3	F3	250 Lakh Enrolments														
4	F4	500 Lakh Enrolments														
9	<p><b><u>Bid Submission</u></b> Bidder must submit <b>two separate sealed envelopes</b> (a. Qualifications Criteria Envelope and b. Financial Bid Envelope) in the prescribed format latest by 20<sup>th</sup> November, 2013 at 2:00 PM.</p> <p>The contents of the envelopes shall be as follows:</p> <p>a) <b>Qualification Criteria Envelope:</b></p> <ul style="list-style-type: none"> <li>i. A copy of the letter of empanelment issued by UIDAI (valid as on the date of bid opening)</li> <li>ii. Qualification Criteria Letter as per Annexure I</li> <li>iii. Declaration of Enrolment Capacity as per Annexure II</li> <li>iv. Tender Fees</li> <li>v. Earnest Money Deposit</li> </ul> <p>b) <b>Financial Bid Envelope:</b></p> <ul style="list-style-type: none"> <li>i. Financial Bid as per Annexure III</li> </ul> <p><b>Both the Envelopes shall be addressed to:</b></p> <p style="padding-left: 40px;">Managing Director HARTRON SCO 109-110 Sector 17-B Chandigarh.</p>															

<p><b>10</b></p>	<p><b><u>Bid Opening:</u></b></p> <p>Qualification Criteria Envelope will be opened on 20<sup>th</sup> November, 2013 at 3:00 PM at the following venue:  HARTRON  SCO 109-110  Sector 17-B,  Chandigarh.</p> <p>The date and venue for opening of Financial Bid Envelope shall be informed separately.</p>
<p><b>11</b></p>	<p><b><u>Tenure of Contract – 2 Years</u></b></p> <p>2 years from the date of signing the agreement with the State UID Registrar.  The contract may be extended on mutually agreed terms.</p>

### 3.2 INSTRUCTION TO BIDDERS - STANDARD INSTRUCTIONS

<p><b>Definitions</b></p>	<p>a) 'Purchaser' means the agency with whom the selected bidder signs the contract for the services. For this project, the 'Purchaser' shall mean the Haryana State Registrar – who is the Additional Chief Secretary, Revenue and Disaster Management Department, Haryana.</p> <p>b) 'Bidder' means any entity that may provide or provides the Services to the Purchaser under the Contract.</p> <p>c) 'Bid' means the response to the RFQ by the empanelled Enrolment Agency/Consortium of Enrolment Agencies in regard to the prescribed qualification criteria for the District.</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' 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> <p>f) 'Registrar' means the Additional Chief Secretary, Revenue and Disaster Management Department, Haryana.</p>
<p><b>1. Introduction</b></p>	<p>1.1. This RFQ (Request For Quotation) is being issued to establish permanent enrollment centres and to carry out fresh Aadhaar Enrolment from permanent enrolment centres for the UID project in Haryana. The selected bidders also have to carry out the following activities at the permanent enrolment centres:</p> <ul style="list-style-type: none"> <li>i printing of e-Aadhaar letter</li> <li>ii updation of information (demographics &amp; Biometrics) for already enrolled residents.</li> </ul> <p>As per scope of work detailed in the Section 4 of this RFQ.</p> <p>1.2. This RFQ is being issued only to Enrolment Agencies empanelled by the UIDAI who fulfill the eligibility criteria mentioned in the data sheet (Section 3.1, Point 7).</p> <p>1.3. All the provisions listed out in the request for empanelment (RFE) issued by the UIDAI and terms &amp; conditions of empanelment shall be binding upon the participating bidders of this RFQ.</p> <p>1.4. The Purchaser will select firms, in accordance with the method of selection specified in the Standard Instructions (Section 3.2, Point 5.6).</p> <p>1.5. The name of the assignment/ job has been mentioned in the</p>



	<p>data sheet (Section 3.1, Point 2). Detailed scope of the assignment/ job has been described in the Scope of Work (Section 4).</p> <p>1.6. The date, time and address for submission of the bids have been given in the data sheet (Section 3.1, Points 4 &amp; 9).</p> <p>1.7. Interested bidders are invited to submit a Financial Bid for providing services required for the assignment named in the data sheet.</p> <p>1.8. The Purchaser is not bound to accept any bids, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p>
<b>Only one Bid</b>	1.9. A Bidder shall submit only one financial bid.
<b>Bid Validity</b>	1.10. The bids shall be valid for 90 days from the date of submission and validity of the bid may be extended as per requirement by Managing Director, HARTRON.
	1.11. Only those consortia that have been empanelled by UIDAI are eligible to submit a consortium bid. In such a case, the lead agency empanelled by the 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. However, the consortium partner shall be jointly and severally responsible for the performance of the contractual obligations.
<b>2. Clarification and Amendment of RFQ Document</b>	<p>2.1. Bidders may request a clarification in the RFQ document via e-mail addressed to <a href="mailto:md@hartron.org">md@hartron.org</a> on or before 13<sup>th</sup> November, 2013 at 11:00 AM.</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. The addendum/corrigendum shall be published on the designated website.</p>
<b>3. Preparation of Financial Bid</b>	<p>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. Bidder shall bear all the costs associated with the preparation and submission of bids.</p> <p>3.2. The Financial Bid shall be prepared using the attached Standard Form given as Annexure III. Details regarding the Financial Bid Form are given in Section 5 of the RFQ.</p> <p>3.3. The conditional financial bid shall be summarily rejected.</p> <p>3.4. The Bidders shall submit the documents listed in the Data Sheet (Section 3.1, Point 9) before the bid submission deadline. <b>Non-submission of any of the required documents prior to the deadline for bid submission shall be ground for disqualification of the bidder.</b></p> <p>3.5. Bidders should mention the price of their services in Indian Rupees only.</p>

<p><b>Earnest Money Deposit (EMD)</b></p>	<p><b>3.6. Earnest Money Deposit</b></p> <ul style="list-style-type: none"> <li>i. An EMD of <b>Rs. 1,00,000/- (Rupees One Lac only) per district</b> for which the bidder is bidding must be submitted along with the Bid. Bidder must bid for minimum of four (4) or more number of applicable districts as mentioned in Annexure V.</li> <li>ii. The EMD should be in the form of a Demand Draft drawn in favour of Managing Director, HARTRON payable at Chandigarh, must be submitted along with the Bid.</li> <li>iii. Bid without EMD shall be rejected.</li> <li>iv. No interest shall be payable by the Purchaser on EMD.</li> <li>v. The EMD must be submitted along with the Qualification Criteria envelope on or before the bid submission deadline.</li> </ul>
<p><b>Conditions governing forfeiture of EMD</b></p>	<p><b>3.7. The EMD shall be forfeited by the Bidder in the following events:</b></p> <ul style="list-style-type: none"> <li>i. If the Bid is withdrawn after opening of the financial bid but before award of the contract during the validity period or any extension agreed by the Bidder thereof.</li> <li>ii. If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.</li> <li>iii. If the Bidder tries to influence the evaluation process.</li> <li>iv. If the bidder fails to honor the Price that they have quoted</li> <li>v. In case the bidder has made misleading or false representations or suppressed any information relevant to the bid evaluation in the forms, statements and attachments submitted in proof of the eligibility requirements.</li> <li>vi. In the case of a successful Bidder, if the Bidder fails, <ul style="list-style-type: none"> <li>a) To sign the contract within 10 days of issuance of Letter of Intent.</li> <li>b) Violates any of the conditions of this RFQ document or indulges in any such activity as would jeopardize the interest of the Purchaser.</li> </ul> </li> </ul> <p>The decision of the Purchaser regarding forfeiture of the EMD shall be final.</p>
<p><b>Tender Fee</b></p>	<p><b>3.8. Tender Fees</b></p> <p>All Bidders are required to pay Rs. 5,000/- (Rupees Five Thousand only) towards Tender Fees in the form of a Demand Draft drawn in favor of Managing Director, HARTRON payable at Chandigarh. The Tender Fee is non-refundable.</p>

	The tender fee must be submitted along with the Qualification Criteria Envelope on or before the deadline for submission of bid.
<b>Performance Bank Guarantee</b>	<p>3.9. The selected Bidder shall be required to furnish Performance Bank Guarantees (PBG) equivalent of <b>Rs. 20,000/- (Rupees Twenty Thousand only) x Number of PECs per district</b>, in the form of unconditional, irrevocable and continuing Bank Guarantees in a form and manner acceptable to the Purchaser. The Performance Bank Guarantees shall be from a nationalized bank in India in favour of Additional Chief Secretary, Revenue and Disaster Management Department, Haryana. <b>The Performance Bank Guarantee must be submitted before the signing of the contract.</b> The Performance Bank Guarantee shall be valid for the period up to contract <b>(contract period + 3 months)</b>. The Performance Bank Guarantee shall be invoked for adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract.</p> <p>On submission of this performance guarantee and after signing of the contract, EMD would be returned.</p>
<b>4. Submission, Receipt, and Opening of Bids</b>	4.1. Any bid received after the deadline for submission shall be rejected & returned unopened.
<b>Right to Accept/Reject the Bid</b>	4.2. Purchaser reserves the right to accept or reject any bid and to annul the bid process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s).
<b>5. Public Opening and Evaluation of Financial Bids</b>	<p>5.1. Qualification Criteria Envelopes shall be opened on the date &amp; time specified in the data sheet, in the presence of the bidders' representatives.</p> <p>5.2. Financial Bid Envelopes shall be opened in the presence of the bidders' representatives. The date and venue for opening of Financial Bid Envelopes shall be informed separately.</p> <p>i. The Purchaser will correct any computational errors in the financial bid. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail.</p> <p>5.3. Negotiations with the L1 bidder will be conducted as per procedure of State Government. The date and venue for the meeting shall be informed separately.</p> <p>5.4. Based on the negotiations above, the qualified bidders shall be called for a meeting for <i>award of work</i>. The date and venue for the meeting shall be informed separately.</p> <p>5.5. Each bidder shall compulsorily appoint an authorized</p>

	<p>representative with a written authorization for the purpose. Each representative shall attend the said meetings at their own cost and shall have the authority to bind his/her party in relation to any matter arising out of or in connection with this bid process. Non-availability of the Bidder's representative shall be ground for disqualification of the bidder.</p> <p><b>5.6. Award of Work</b></p> <ol style="list-style-type: none"> <li>i. The offer price shall be finalized after negotiations with the L1 bidder as per procedure of State Government. This is termed as the <i>negotiated offer price</i>.</li> <li>ii. The Lowest Bidder (L1) shall be allowed to choose districts of their preference at the <i>negotiated offer price</i>.</li> <li>iii. For the remaining districts, each bidder in the ascending order of quoted price (L2, L3, L4, L5 etc.) shall be allowed to choose districts of their preference at <i>the negotiated offer price</i>.</li> <li>iv. The above process shall be continued till all 7 districts are allotted or there are no more remaining bidders.</li> <li>v. The bidders can take up districts only based on their eligibility as per the Financial Capability Tiers defined by the UIDAI.</li> <li>vi. In case of a tie amongst bidders, the bidder having the higher number of Aadhaar numbers generated (as obtained by the Purchaser from the UIDAI / Aadhaar portal as on date) will be given higher preference.</li> <li>vii. Bidders who are not awarded any districts shall be kept in waiting. Such bidders shall be considered for allocation of work (in ascending order of quoted price) in case the any of the successful bidders is unable to start the work or is in breach of the contract.</li> <li>viii. The Purchaser also reserves the right not to award one or more districts if, in the opinion of the purchaser, is not found to be conducive for any reason. The decision of the Purchaser in such matters shall be final and binding and the Purchaser is not obliged to give reasons.</li> </ol>
<p><b>6. Disqualification</b></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"> <li>• Made misleading or false representations or suppressed any information relevant to the bid evaluation in the forms, statements and attachments submitted in proof of the eligibility requirements</li> <li>• Submitted an application that is not accompanied by</li> </ul>

	<p>required documentation or is non-responsive;</p> <ul style="list-style-type: none"> <li>• Failed to provide clarifications related thereto, when sought;</li> <li>• Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member; and</li> <li>• Was declared ineligible/ suspended / blacklisted or otherwise restrained from enrolments by UIDAI/ the Government of India / State/ UT Government.</li> </ul>
<p><b>7. Activities related to the Award of the Contract</b></p>	<p><b>7.1. Each selected bidder shall be required to set up at least one (1) enrolment stations at each PEC in the Districts allotted to them (for details, refer Annexure V).</b> All the PECs allocated to Bidder must make operational within 30 days from the date of issuance of Letter of Intent.</p> <p>The bidder must follow all the instructions for on boarding issued by UIDAI from time to time in letter and spirit.</p> <p>7.2. The Letter of Intent shall be ideally issued after the finalization of the initial Work Plan by the selected bidder. However, if the finalization of the work plan prior to the issuance of Letter of Intent is not found feasible due to practical constraints - the work plan will have to be finalized within 7 days of issue of Letter of Intent in any case.</p> <p>7.3. The Bidders shall sign the contract as per the standard form of contract in Annexure VI within 10 days of issuance of the Letter of Intent.</p> <p>7.4. The Bidder shall commence the work in the Districts awarded to them as per the plan mutually agreed, within 30 days from the issuance of Letter of Intent. In case the selected Bidder fails to start the work within the time specified above, then the Purchaser may, at their discretion, cancel the award of work after giving 7 days due notice. In the absence of satisfactory response, the Purchaser shall have the right to invoke the performance bank guarantee(s) in addition to retaining the option to award the work to any another eligible bidder as per the process defined in section 5.6 above.</p>
<p><b>8. Termination of contract</b></p>	<p>8.1. The Purchaser reserves the right to terminate the contract if any selected bidder is unable to perform for any two consecutive months or three non consecutive months (Please refer Section 4.3 – Service Levels &amp; Penalties).</p> <p>8.2. The Purchaser, without any liability, reserves the right to terminate the contract in the event the selected bidder fails to maintain a valid empanelment status with the UIDAI for any reason whatsoever; or overruns the UIDAI-assigned quota/limits of enrolments; or any such contingency rendering the bidder unable to perform as required by the contract. In this context,</p>

	<p>the term “valid empanelment status” means “not expired / suspended / ineligible / blacklisted or otherwise restrained from enrolments.</p> <p>8.3. The Purchaser, without prejudice or liability, reserves the right to terminate the contract and/or suspend PECs as and when UIDAI does not extend Aadhaar support at PECs or in the event necessary approvals for continuation of enrolment are not available to the Purchaser.</p> <p>8.4. In case of termination, the Purchaser reserves the right to allocate the contract to one of the other selected bidders who is highest in terms of performance, in accordance with the process described in this RFQ document.</p>
<p><b>9. Taxes, Duties and Statutory Levies</b></p>	<p>9.1. The Bidder shall bear all personnel taxes levied or imposed on its personnel, sub-contractor(s), consultants, or any other member of Bidder’s Team, etc. on account of payment received under this Contract. The Bidder shall bear all corporate taxes, levied or imposed on the Bidder on account of payments received by it from the Purchaser for the work done under this Contract.</p> <p>9.2. The Bidder shall bear all taxes and duties etc. levied or imposed on the Bidder under the Contract including but not limited to Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him from the Purchaser for work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned tax authorities the returns and all other connected documents required for this purpose. The Bidder shall also provide the Purchaser such information, as it may be required in regard to the Bidder’s details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall comply with the laws laid down in this regard.</p> <p>9.3. If there is any reduction or increase in taxes / duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser.</p> <p>9.4. Bidder shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/Bidder.</p>

**Deductions:**

9.5. All payments to the Bidder shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the Bidder is liable, the same shall be deducted by Purchaser from any dues to the Bidder. All payments to the Bidder shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to the Bidder on chargeable basis.

9.6. The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Bidder at the rates in force, from the amount due to the Bidder and pay to the concerned tax authority directly.

***\*Note: Any Bidder engaged by Haryana State as an Enrollment Agency (individually or as consortium partner) are not eligible to participate in this RFQ except enrolment agencies engaged against RFQ dt. 04.01.2013 issued by Haryana State UID Registrar.***

## 4. SCOPE OF WORK

### 4.1 FUNCTIONAL SCOPE

#### I. UID Enrolment as per UIDAI Guidelines

The functional scope of this document includes all the activities required by UIDAI from Enrolment Agencies for the enrolment of residents in Haryana at Permanent Enrolment Centres. In the process, Enrolment Agencies will be required to deploy Permanent Enrolment Centres identified by the Purchaser as per Annexure V. The PECs will cater to the ongoing enrolment and data update needs of residents. Besides new enrolments, such Centers would be instrumental in recording changes/ updates/ correction to the data of already enrolled residents (as per UIDAI guidelines) as and when required by the residents.

The Permanent Enrolment Centres must be operated for an initial period of two years. The Purchaser may extend this period on mutual agreement by both parties. However, the purchaser reserves the right to close down or shift the location or to add any permanent enrolment centre at any time during the contract.

Each Permanent Enrolment Centre will have at least one (1) enrolment station which will be operational on all working days without fail. The enrolment agency will be required to establish more number of enrolment stations, if required at PECs. While the State shall provide space and electricity for the Centre, the Enrolment Agency shall be required to bear the cost of IT infrastructure, furniture, power backup, required manpower and Internet Connectivity capable of handling full load conditions at all times.

**The responsibilities of the Enrolment Agency include (but not limited to) hiring, training & certification of manpower, procurement & certification of prescribed IT infrastructure (including biometric devices), furniture, power backup, enrolment of residents at PECs, transfer of data to UIDAI and Registrar, handling of enrolment documents, sending enrolment MIS to UIDAI and Registrar, ensuring privacy & security of enrolment data etc. – all as per standard processes prescribed by UIDAI.** As the bidders are UIDAI empanelled Enrolment Agencies, they are expected to be fully conversant with the functional scope of UID enrolment and latest UIDAI guidelines.

**All guidelines and policies issued by UIDAI in this regard and any update/modification made from time to time in the functional scope shall apply and the bidder shall adhere to the same.**

Further as per the latest guidelines for Phase II of enrolments by UIDAI, the following points are reiterated:

- i. The Enrolment Agency shall update the location of the PECs in the prescribed format on the designated portal.
- ii. The enrolment agency shall install GPS in enrolment machines in accordance with the procedure laid down by UIDAI
- iii. The Enrolment Agency shall make provision for Scanning of Enrolment & Verification Documents of residents at the time of enrolment as and when made applicable by UIDAI. The Enrolment Agency shall also be responsible for the quality control of scanned documents



and shall adhere to the quality standards prescribed by UIDAI. Until the time document scanning is made applicable by UIDAI, the Enrolment Agency shall be responsible for handing over the documents to the DMS vendor appointed by UIDAI for the purpose.

**It may be noted that the enrolment Agency shall be responsible for re-enrolling residents at PECs whose enrolment has been rejected by UIDAI due to inadequate Data Quality or other errors.**

## **II. Handing Over Registrar Data Packets to the Purchaser**

In addition to transferring the KYR data packets to UIDAI, the Enrolment Agency shall hand over the Registrar Data Packets for all enrolments to the Purchaser. The frequency and the method of handing over the data shall be finalized by the Purchaser.

The Enrolment Agency shall be required to place one Operations Coordinator at the project management office of the Purchaser at Chandigarh. It shall be the responsibility of the Operations Coordinator to ensure that the Registrar Data Packets are transferred to the Purchaser as per the finalized process.

It may be noted here that the Payment Terms for enrolment are based upon the receipt of Registrar Data Packets by the Purchaser (For details, please refer Section 4.4 – Terms of Payment).

## **III. IEC**

The Enrolment Agency shall play an active role in IEC activities in collaboration with the State. While it shall be the responsibility of the State to provide IEC material (including Posters, Pamphlets, Banners etc.), the Enrolment Agency shall be required to actively participate along with the State in disseminating information pertaining to UID Enrolment in general, Key Messages in their respective Districts.

## **IV. MIS**

The Enrolment Agency shall send Enrollment statistics on Enrollment status to Registrar/UIDAI on a regular basis. The formats and contents shall be decided by UIDAI/Registrar. Non compliance will lead to penalties which will be decided by the Registrar.

### **4.1.1 ADDITIONAL SERVICES TO BE PROVIDED BY THE ENROLMENT AGENCY AT PECs**

#### **I. Capture of Haryana KYR+ Data**

The State of Haryana has finalized its KYR+ data fields to be used for its various e-Governance applications (for details of KYR+ fields refer Annexure IV). In addition to capturing the KYR and biometric data as mandated by UIDAI at the time of resident enrolment, the enrolment agency shall:

- i. Capture the KYR+ fields on the enrolment form and digitize the same in the software developed and provided by the State for the purpose (including applying any software updates that may be necessary from time to time)
- ii. Print the acknowledgement cum consent slip containing the KYR+ data and provide a copy of the same to the resident.
- iii. Upload the KYR+ data to the Haryana State Data Repository in online mode

- iv. Manage documents provided by the resident in as proof of KYR+ data in accordance with KYR document management norms i.e.:
  - a) Till the document scanning facility is made available by UIDAI in Aadhaar Software, the Enrolment Agency shall hand over the KYR+ documents to the DMS vendor appointed by UIDAI
  - b) As and when the document scanning facility is made available by UIDAI in the Aadhaar software, the Enrolment Agency shall scan KYR+ documents at the time of enrolment of resident.

The State has developed Software for the capture of KYR+ data, printing of KYR+ acknowledgement cum consent slip, upload of KYR+ data to the Haryana State Data Repository. The Enrolment Agency shall be required to adhere to this Software for KYR+ data capture. Further it may be noted that the Purchaser reserves the right to make any changes in the KYR+ data fields.

## **II. Downloading & Printing of e-Aadhaar Letter**

- I. Apart from fresh enrolments these centres can also be used for finding the status of Aadhaar enrolments, e-Aadhaar letter printing and Lost UID enrolments. The Purchaser envisages having the same facilities to be provided in the PECs whereby residents will be able to know their Aadhaar Status, e-Aadhaar letter printing etc.
- II. The Enrolment Agency shall adhere about the updating of information of the residents (demographics & biometrics) and follow the latest UIDAI guidelines issued by UIDAI time-to-time.

## **III. Usage of a Web Based System for Pre-Enrolment/Online Appointment**

The Purchaser envisages to have a web based pre-enrolment system (developed and operated by and at the Purchaser's cost) whereby residents can submit their demographic data to the Enrolment Agency through a website prior to their enrolment at any given center. The system will also allow residents to independently (of pre-enrolment) schedule an online appointment for enrolment and choose any available center for this purpose.

The Enrolment Agency shall adhere to the web based pre-enrolment system as and when the same is made operational by the State. This would involve transmission of the data related to pre enrolments and appointments collected through the web interface to the respective enrolment centers and taking these up at the time of actual enrolment for the designated individual.

## **IV. Printing of Enrolment Forms**

It shall be the responsibility of the Enrolment Agency to print enrolment forms and make them available to residents in sufficient numbers at PECs in the allotted Districts. The enrolment agency shall need to adhere to the enrolment form template prescribed by UIDAI.

The Enrolment Agency must adhere to basic printing and paper quality standards. The forms shall be printed on minimum 80 GSM paper.

## 4.2 GEOGRAPHICAL SCOPE

The Geographical scope of work includes **Seven (7) districts** of Haryana. The details of Districts along with target number of Permanent Enrolment Centres to be deployed in each District are given in Annexure V.

### 4.3 SERVICE LEVELS AND PENALTIES

The following service levels shall be applicable for the entire duration of the project:

Sr. No	Performance Indicator	Service Level Requirement	Penalty
1	<p>Number of Live Permanent Enrolment Stations</p> <p><u>Parameter:</u> Live (Permanent) Station Days</p> <p><u>Measurement:</u> The number of live permanent enrolment stations days shall be on calculated using MIS reports.</p>	<p>Each center (including the specified number of Enrolment Stations therein) must be setup within 30 days of the site-readiness notification by the Purchaser.</p> <p>Each station at the center should be <i>Live</i> on all working days, for the entire contract period thereafter.</p>	Rs. 1000/- per station-day shortfall
2	Data Quality – Error in KYR demographic Information	EA must ensure data accuracy	Penalty amount as per UIDAI guidelines
3	Data Quality – Error like biometric mix-up, process violation such as capturing multiple residents photograph or biometrics in the same packet, capturing photo from a photo, recording residents as biometric exception when their biometric modalities are available and can be captured etc.	EA must ensure data accuracy	Penalty amount as per UIDAI guidelines

In addition to the above, any and all penalties as levied by UIDAI from time to time will be applicable and will be borne by the Enrolment Agency.

In case of serious errors, the State Government/ UIDAI may file criminal cases against the concerned operator and supervisor in case an attempt to fraud can be established.

#### **4.4 TERMS OF PAYMENT**

The detailed Terms of Payment are as given below:

##### **I. Payment for Enrolments**

The payment to the Enrolment Agency would be based on the number of successful Aadhaar generated after the corresponding amount has been received from UIDAI and the receipt of KYR and KYR+ data by the Purchaser.

##### **Note:**

- a) The Enrolment Agency shall be paid an additional Rs. 1/- (Rupee One only) for the capture of KYR+ data of each resident. The Enrolment Agency shall be eligible for this additional payment on capture of all mandatory KYR+ fields and at least one optional KYR+ field per resident (Please refer Annexure IV for details of KYR+ data fields).

##### **II. Payment Method**

The Enrolment Agency is required to raise an invoice to the purchaser on a monthly basis based on MIS. MIS data not submitted to Purchaser shall not qualify for the purpose of invoicing. The amount payable would be:

$$\text{Payment Amount} = \text{Reconciled Invoice Value} - \text{Penalties}$$

#### 4.5 Roles and Responsibilities

Organisation	Responsibilities
Enrolment Agency	<ul style="list-style-type: none"> <li>• Develop Enrolment Work plan including number of machines, locations, timelines etc in consultation with the Purchaser.</li> <li>• Procure certified biometric devices</li> <li>• Procure furniture, hardware and infrastructure for enrolments</li> <li>• Ensure enrolment software (including KYR+ software) is installed on required laptops/ desktops</li> <li>• Ensure processes and standards prescribed by UIDAI and the purchaser are followed</li> <li>• Ensure capture of KYR+ data at the time of enrolment</li> <li>• Work closely with the Purchaser in enrolment publicity and awareness</li> <li>• Ensure availability of certified/trained operators/supervisors at permanent enrolment centres as per UIDAI guidelines.</li> <li>• Ensure availability of enrolment forms in adequate numbers and stationary.</li> <li>• Ensure adequate backup arrangement at permanent enrolment centre.</li> <li>• Take remedial / corrective action in case of process/quality deviations.</li> <li>• Enable successful data transfer to CIDR and Purchaser.</li> <li>• Ensure timely upload of enrolment MIS data to UIDAI and Purchaser</li> <li>• Ensure adherence to document management system prescribed by UIDAI and Purchaser.</li> <li>• Carry out the enrolment operations as specified in the work plan as may be modified from time to time</li> <li>• Take remedial steps in case there are errors and quality issues with regard to enrolments carried out</li> </ul>

	<ul style="list-style-type: none"> <li>• Set up an escalation matrix for escalation and resolution of problems faced by project functionaries at PECs. Appoint personnel (with contact details - names, telephone numbers, e-mail ids) responsible for resolution/escalation of problems. Ensure details of escalation matrix are available at each PEC.</li> <li>• Ensure adequate coordination with all operational personnel (including those from the purchaser’s side)</li> <li>• Meet all necessary performance levels that have been agreed upon</li> <li>• Facilitate IEC tasks as agreed upon</li> <li>• Facilitate account and reconciliation</li> </ul>
Registrar	<ul style="list-style-type: none"> <li>• Project Management Unit to monitor enrolment operations.</li> <li>• Identify suitable locations for setting up permanent enrolment centres.</li> <li>• Coordinate with local administration to facilitate enrolment</li> <li>• Ensure presence of Verifiers at all PECs for verification of enrolment documents of resident.</li> <li>• Ensure presence of Introducers in adequate numbers for non-document based enrolment of residents</li> <li>• Provide IEC material and ensure communication reaches the target beneficiaries / residents</li> <li>• Provide software for enrolment &amp; data update</li> <li>• Provide the software and carry out website operations where enrolment plan data is uploaded; as well as the pre-enrolment and prior-appointment facilities are provided to the residents.</li> <li>• Setup mechanism for periodic process and data quality audit</li> <li>• Setup mechanism to receive KYR and KYR+ data packets</li> <li>• Provide the space and electricity to the EAs to setup the Permanent Enrolment Centres</li> <li>• Reconcile the performance data and make timely payments to the EAs.</li> </ul>

## 5. ABOUT THE FINANCIAL BID

In the Financial Bid Form (Annexure III), the bidder shall quote for the fresh enrolments at PECs as per Scope of Work in this RFQ. Financial Bids not submitted, as prescribed shall be summarily rejected. Any conditional bids shall also be rejected during the evaluation of the financial bids.

**A single “Price per successful Aadhaar generated” is being sought for enrolment. This price will apply to any and all of the Permanent Enrolment Centres in each District allocated to the bidder.** The price quoted by the bidder shall be inclusive of all applicable taxes and duties.

**The price for Printing of e-Aadhaar letter and updation of information (demographic & Biometric) for already enrolled residents shall be Rs.10/- and Rs.15/- respectively.**



## ANNEXURE I – QUALIFICATION CRITERIA LETTER

(To be submitted on the Letter head of the bidder on bid submission date)

To,

**Managing Director,  
HARTRON  
SCO 109-110, Sector 17-B,  
Chandigarh**

Dear Sir,

Ref: Request for Quotation (RFQ) Notification dated \_\_\_\_\_

1. Having examined the RFQ document, I (name of the bidder)/ We (in case of consortium, the names of the consortium partners) , the undersigned, herewith submit our response to your RFQ Notification dated \_\_\_\_\_ for Selection of Enrolment Agency for permanent enrolment centres for Haryana UID Project, in full conformity with the said RFQ document
2. I/We, the undersigned, offer to provide services to the Haryana State UID Registrar for carrying out the enrolment functions in accordance with your RFQ
3. I/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. I/We agree to abide by this RFQ, consisting of this letter, financial bid and all attachments, for a period of 90 days from the closing date fixed for submission of bid as stipulated in the RFQ document.
5. I/We hereby declare that we are empanelled as an Enrolment Agency by the UIDAI as of date (date of submission of financial bid) and we have not been dis-empanelled, blacklisted, suspended by UIDAI/ Registrar/ Central/ State/ UT Government in any part of the country.
6. I/We declare that we are fully conversant with UIDAI guidelines pertaining to the resident enrolment process and I/We agree to abide by the same including any updates/modifications made to the same from time to time
7. I/We agree to take up the district(s) allocated to us as per the procedure laid down in the bid documents.
8. I/We undertake that we will set up the minimum number of Permanent Enrolment Centres specified in Annexure V of the RFQ in the District allotted to me/us. We hereby confirm that 100% of the specified number shall be set up within 30 days of receiving the LOI. We further agree to provide a detailed work plan along with the details of approach to be adopted for carrying out the Aadhaar related activities at PEC.
9. I/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.
10. I/We understand that Haryana State UID Registrar is not bound to accept any bid received in response to this RFQ.
11. In case I/We are engaged by Haryana State UID Registrar as an Enrolling Agency, we shall provide all assistance/cooperation required by Haryana State UID Registrar/ UIDAI appointed auditing agencies/ UIDAI officials for performing their auditing and inspection functions.

I/We understand that our non-cooperation for the same shall be grounds for termination of service.

12. In case I/We are engaged as an Enrolling Agency, we agree to abide by all the terms & conditions of the Contract and Guidelines issued by Haryana State UID Registrar /UIDAI from time to time.
13. The financial bid includes all costs as per the Scope of Work mentioned in the RFQ and our price quotes are not conditional in any manner.

Our correspondence details with regard to this RFQ are:

No.	Information	Details
1.	Name and Designation of the Contact Person(s)	
2.	Address of the Contact Person(s)	
3.	Telephone number of the Contact Person(s)	
4.	Mobile number of the Contact Person(s)	
5.	Fax number of the Contact Person(s)	
6.	Email Address of the Contact Person(s)	
7.	Corporate website URL	

I/We remain,  
Yours sincerely,

Authorized Signatory(ies)[*In full and initials*]: \_\_\_\_\_

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

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

Address: \_\_\_\_\_ (*Affix the Official Seal of the Firm*)

Date: \_\_\_\_\_

## ANNEXURE II – DECLARATION OF ENROLMENT CAPACITY

(To be submitted on the Letter head of the bidder on bid submission date)

To,

Managing Director, HARTRON  
SCO 109-110, Sector 17-B,  
Chandigarh

Dear Sir,

Ref: Request for Quotation (RFQ) Notification dated \_\_\_\_\_

I/We hereby declare that we are an Enrolment Agency empanelled by UIDAI as on date.

I/We herewith furnish the below information pertaining to my/our organization.

A.	Date of Empanelment with UIDAI	
B.	Financial Tier of Empanelment by the UIDAI	
C.	Total Enrolment Capacity (across India) for the current year of empanelment	
D.	Total Number of Enrolments completed (across India) in the current year of empanelment	
E.	Total Number to Enrolments planned to be completed (across India) in the next 12 months under existing contracts with other UIDAI Registrars	
F.	Number of Districts that the Bidder is bidding for under the current RFQ.(numerical 4 or 5 or 6 or .....)  Note - The Bidder should have to bid for minimum of 4 Districts	

I/We hereby declare that the above information is true as on date.

I/We hereby undertake that in case my/our empanelment with UIDAI is expiring within 6 months, I/We shall renew the empanelment well within time so as to not cause any delay to the work assigned to me/us.

Authorized Signatory(ies)[In full and initials]: \_\_\_\_\_

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

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

Address: \_\_\_\_\_ (Affix the Official Seal of the Firm)

Date: \_\_\_\_\_

**ANNEXURE III – FINANCIAL BID FORM**

<b>1.</b>	<b>Price per successful Aadhaar Generated (in INR)</b>	
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**Note:**

- *The Bidder shall fill up shaded columns*  
*The price quoted shall include all costs as per the Scope of Work (including Taxes and Duties)*

## ANNEXURE IV- HARYANA KYR+ DATA GUIDELINES AND SPECIFICATIONS

A detailed list of Haryana KYR+ fields along with specifications is given in the table below. Enrolment Agencies shall need to capture the listed KYR+ fields at the time of UID enrolment of all Haryana residents.

S No.	Data Item	Remarks	Mandatory/ Optional (for residents)	Verification Procedure
1	Marital Status	Choose one as applicable (Single / Married / Widow or Widower / NOT-disclosed)	Optional	Verification not Required
2a i)	Name of Father (in English & Regional Language)	If this data is already provided in KYR section (Aadhaar enrolment client), it need not be repeated here. The KYR+ Software picks it up and displays here.	Optional	Verification not Required
2a ii)	UID / Enrolment ID of Father, if available		Optional	Verification not Required
2b i)	Name of Mother (in English & Regional Language)	If this data is already provided in KYR section (Aadhaar enrolment client), it need not be repeated here. The KYR+ Software picks it up and displays here.	Optional	Verification not Required
2b ii)	UID / Enrolment ID of Mother, if available		Optional	Verification not Required
2c i)	Name of Legal Guardian (in English & Regional Language)	If this data is already provided in KYR section (Aadhaar enrolment client), it need not be repeated here. The KYR+ Software picks it up and displays here.	Optional	Verification not Required
2c ii)	UID / Enrolment ID of Legal Guardian, if available		Optional	Verification not Required
2d	Name of Husband	This field is applicable only	Optional	Verification not

i)	(in English & Regional Language)	for Married / Widow Females. If this data is already provided in KYR section (Aadhaar enrolment client), it need not be repeated here. The KYR+ Software picks it up and displays here.		Required
2d ii)	UID / Enrolment ID of Husband, if available	This field is applicable only for Married / Widow Females.	Optional	Verification not Required
3a	Caste Category (Gen/SC/BC/OBC/NOT-disclosed/...)	If the category is "General", then 3.b need not be filled. "NOT-disclosed" is a valid entry here.	Optional	Refer Point 3c
3b	Caste	Name of the caste; Input field is a drop down list based on the Haryana Caste master database NOT-disclosed is a valid entry here.	Optional	Refer Point 3c
3c	Is Caste Verified (Y/N)	This field is applicable only if the resident has provided caste category as SC, BC or OBC. This field must be marked as "Y" (Yes) ONLY if the resident has provided proof of caste category and caste. In Case the resident has not provided proof of caste category and caste, this field must be marked as "N" (No)	Optional*	<b><u>Acceptable proof of caste category and caste</u></b> a) a Haryana State Government-issued Caste Certificate has been attached. - OR - b) an authorized verifier has verified and signed the enrolment form <b><u>Authorized Verifiers:</u></b> <i>Patwari / Lambardar / Gram Sachiv / Sarpanch / Tehsildar / Naib-Tehsildar / Municipal Councillor (in urban locations) or any suitable official/public representative nominated by the local Deputy Commissioner for the ward.</i>

4	Place of Birth	Input field is an intelligent drop-down / type-to-complete list that shows the pincode, taluk and district when multiple villages match a given name / partial name.	<b>Mandatory</b>	Verification not required
5	PAN #		Optional	Verification not Required
6a	Haryana State Government (including Boards & Corporations) Employee? (Y/N)	Fill Y for Haryana State Government Employees (including Boards & Corporations) only. For others, fill N.	<b>Mandatory for Haryana State Government (including Boards &amp; Corporations ) Employees</b>	Verification not Required
6b	Type of Employee ID/Reference Number provided (GPF / CPF / PRAN Number)	(Select one from the list: GPF / CPF / PRAN Number)	Mandatory if 6a is Y	Verification not Required
6c	Employee ID / Reference number		Mandatory if 6a is Y	Verification not Required
7	Special Category (Ex-serviceman / Serving Defence Person / Widow / Senior Citizen)	Documentary proof necessary for Ex-servicemen and Serving Defense Personnel	Optional	<p>a) Verification not Required for Widow &amp; Senior Citizen Categories</p> <p>b) Acceptable documentary proof for Ex-servicemen and serving defense personnel:</p> <ul style="list-style-type: none"> <li>• <i>Serviceman Identity Card OR Ex Serviceman Identity Card</i></li> <li>• <i>Discharge Book/service Certificate</i></li> </ul>
8	Ration Card No.		Optional	

## ANNEXURE V – DISTRICT AND NUMBER OF PERMANENT ENROLMENT CENTERS DETAILS

The current position of Aadhaar enrolments in 7 Districts of Haryana and target number of Permanent Enrolment Centres to be set up.

Sr. No.	District Name	Population (Census 2011)	Total enrolment as on 28.10.2013	% Enrolled	Balance Target Population as on 28.10.2013	No. of Permanent Enrollment Centres to be set up in the District*	Locations of Permanent Enrollment Centres to be set up in the District
1	Ambala	1,128,350	1,071,933	95.1	56,417	6	AMBALA, AMBALA CANTT, BARARA, MULLANA, NARIANGARH, SAHA
2	Gurgaon	1,514,432	1,250,904	82.6	263,528	5	FARRUKHNAGAR, GURGAON, MANESAR, PATUDI, SOHNA
3	Jhajjar	958,405	6,43,809	67.2	314,596	5	BAHADURGARH, BERI, JHAJJAR, MATANHAIL, SALHAWAS
4	Jind	1,334,152	9,42,940	70.7	391,212	7	ALEWA, JIND, JULANA, NARWANA, PILUKHERA, SAFIDON, UCHANA
5	Kaithal	1,074,304	8,27,888	77.1	246,416	7	DHAND, GUHLA, KAITHAL, KALAYAT, PUNDRI, RAJOUND, SIWAN
6	Karnal	1,505,324	12,44,493	82.7	260,831	8	ASSANDH, BALLAH, GHARAUNDA, INDRI, KARNAL, NIGDHU, NILOKHERI, NISSING
7	Kurukshetra	964,655	8,18,105	84.8	146,550	6	BABAIN, ISMAILABAD, LADWA, PEHOWA, SHAHABAD, THANESAR

**Note: The number of PECs to be set up in each District may vary and depends upon the no. of blocks or no. of e-disha centres in the District, whichever is higher (among no. of blocks or no. of e-disha centres) will be applicable.**



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## 1. CONTRACT FORM

THIS AGREEMENT is made on this \_\_\_\_\_ (eg. 3<sup>rd</sup>) day of \_\_\_\_\_ (eg. November), \_\_\_\_\_ (e.g. 2013), 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 the Purchaser has issued a Request for Proposal dated \_\_\_\_ and Clarification dated \_\_\_\_\_ and such documents published shall form an integral part of the Contract and shall be read together with the Contract.

AND WHEREAS the Supplier has responded to the RFQ of the Purchaser as per his proposal dated \_\_\_\_\_ and the same has been negotiated and accepted for the supply of Services as defined in the Scope of Work in the sum of \_\_\_\_\_ (hereinafter 'the Contract Value').

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) Appendices:

Appendix A: Total Cost of Services

Appendix B – Form of Performance 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 as defined in the Scope of Work 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*]

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[*Authorized Representative*]

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

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[*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*]

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[*Authorized Representative*]\*

*\*Certificate is required which should be approved by the board of Directors of the bidder mentioning him the 'Authorized Representative'*

## 2. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

<b>1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"><li>a) 'Applicable Law' means the laws and any other instruments having the force of law in India.</li><li>b) 'Below Performance' means the supplier has not performed as per the work plan/ quality standard as defined by the Purchaser/UIDAI.</li><li>c) 'Bidder' means the successful Bidder who is fully responsible towards Purchaser for providing Services as per the requirements and terms and conditions specified in this RFQ/ contract. The term Bidder shall be deemed to include the Bidder's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.</li><li>d) 'Bidder's Representative' means the person or the persons appointed by the Bidder from time to time to act on its behalf for overall co-ordination, supervision and project management.</li><li>e) 'Contract Value' means the price to be paid for the performance of the Services, in accordance with Clause GC 6, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract</li><li>f) 'Contract' means the Agreement entered into between the Bidder together with the Purchaser as recorded in the Contract form signed by the Purchaser and the Bidder including all Annexes thereto, the RFQ and all Annexes thereto and the agreed terms as set out in the bid, all documents incorporated by reference therein and amendments and modifications to the above from time to time.</li><li>g) 'Effective Date' means the date on which this Contract comes into force. This Contract shall come into force and effect on the date (the "Effective Date") of the Purchaser's notice to the Bidder instructing the Bidder to begin carrying out the activities.</li></ul>
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	<p>h) 'Enrolment Agency' means– the agency appointed by the Purchaser for collection of the demographic and biometric data in the locations assigned by the Purchaser</p> <p>i) 'Force Majeure' -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>j) 'GC' mean these General Conditions of Contract.</p> <p>k) 'In writing' means communicated in written form with proof of receipt.</p> <p>l) 'Member' means any of the entities that make up the joint venture/consortium/association, and 'Members' means all these entities.</p> <p>m) 'Party' means the Purchaser or the Supplier, as the case may be, and 'Parties' means both of them.</p> <p>n) 'Personnel' means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>o) 'Purchaser' means the entity purchasing the services under this Contract. Additional Chief Secretary &amp; FCR-cum-State UID Registrar, Revenue and Disaster Management Department, Haryana is the Purchaser of the services under this contract.</p> <p>p) 'Registrar' means the Additional Chief Secretary &amp; FCR, Revenue and Disaster Management Department, Haryana</p> <p>q) 'Resident' means normal resident of India</p> <p>r) 'SC' means the Special Conditions of Contract by which the</p>
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	<p>GC may be amended or supplemented.</p> <p>s) 'Service' means services to be provided as per the requirements/conditions specified in this RFQ/ contract. In addition to this, the definition would also include other related/ancillary services that may be required to execute the scope of work under this contract.</p> <p>t) 'Supplier' means the selected party that will provide the services to the Purchaser under this contract.</p> <p>u) 'UIDAI' means Unique Identification Authority of India.</p>
<b>1.2 Relationship Between the Parties</b>	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Supplier. The Supplier, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
<b>1.3 Law Governing Contract</b>	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
<b>1.4 Language</b>	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>1.5 Notices</b>	
<b>1.5.1</b>	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
<b>1.5.2</b>	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
<b>1.6 Location</b>	The Services shall be performed at such locations as are specified in the RFQ hereto and, where the location of a particular task is not so specified, at such locations, as the Purchaser may approve.
<b>1.7 Authorized Representatives</b>	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Supplier may be taken or executed by the officials specified in the SC.
<b>1.8 Taxes and Duties</b>	The Supplier and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India

<p><b>1.9 Fraud and Corruption</b></p>	
<p><b>1.9.1 Definitions</b></p>	<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, non-competitive levels</p> <p>iv. ‘coercive practices’ means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>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>
<p><b>1.9.2 Measures to be taken by the Purchaser</b></p>	<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</p>

	<p>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>
<p><b>1.9.3 Commissions and Fees</b></p>	<p>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>
<p><b>1.9.4 Interpretation</b></p>	<p>In this Contract unless a contrary intention is evident:</p> <ul style="list-style-type: none"> <li>(a) the clause headings are for convenient reference only and do not form part of this Contract;</li> <li>(b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;</li> <li>(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;</li> <li>(d) a word in the singular includes the plural and a word in the plural includes the singular;</li> <li>(e) a word importing a gender includes any other gender;</li> <li>(f) a reference to a person includes a partnership and a body corporate;</li> <li>(g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</li> <li>(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;</li> <li>(i) in the event of an inconsistency between the terms of this</li> <li>(j) Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail</li> </ul>



## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

<p><b>2.1 Conditions Precedent</b></p>	<p>This Contract is subject to the fulfillment of the following conditions precedent by the Supplier.</p> <ul style="list-style-type: none"> <li>a) Furnishing by the Supplier, an unconditional, irrevocable and continuing Bank Guarantee as specified in Section 3.2, point 3.9 of the RFQ, in a form and manner acceptable to the Purchaser which would remain valid until such time and be renewable as may be stipulated by the Purchaser.</li> <li>b) Obtaining of all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract.</li> <li>c) Furnishing of such other documents as the Purchaser may specify.</li> <li>d) The Purchaser reserves the right to waive any or all of the conditions specified above in writing and no such waiver shall affect or impair any right, power or remedy that the Purchaser may otherwise have.</li> </ul>
<p><b>2.2 Effectiveness of Contract</b></p>	<p>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.</p>
<p><b>2.3 Commencement and Progress of Services</b></p>	<ul style="list-style-type: none"> <li>a) The Supplier shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC</li> <li>b) The Supplier shall subject to the fulfillment of the conditions precedent set out in Clause 2.2 of this section, commence the performance of its obligations in a manner as specified in the Scope of Work.</li> <li>c) The Supplier shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.</li> <li>d) The Supplier shall be responsible for and shall ensure that all activities / services are performed in accordance with the Contract, Scope of Work, SLA and that the Supplier's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.</li> <li>e) The Bidder shall perform the activities / services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry. The</li> </ul>

	<p>Supplier shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.</p> <p>f) The supplier will ensure that all the hardware, software and other related equipments conform to all the specifications and guidelines as set down by UIDAI.</p>
<p><b>2.4 Progress Reports</b></p>	<p>a) Supplier shall monitor progress of all the activities related to the execution of this contract and shall submit to the Purchaser, at no extra cost, <b>progress reports</b> with reference to all related work, milestones and their progress during the implementation phase on <b>daily basis</b> as per the MIS format provided by the Purchaser amended from time to time.</p> <p>b) The Supplier shall be penalized for non compliance of Performance Indicators as per service levels contained in Section 4.3 of the RFQ. Periodic meetings shall be held between the representatives of the Purchaser and the Supplier once in every 7 days during the implementation phase to discuss the progress of implementation.</p> <p>c) The Purchaser reserves the right to inspect and monitor/assess the progress/performance of the work / services at any time during the course of the Contract through its representatives or through those of the UIDAI. The Purchaser may demand and upon such demand being made, the Supplier shall provide documents, data, material or any other information which the Purchaser may require, to enable it to assess the progress/performance of the work / service.</p> <p>d) At any time during the course of the Contract, the Purchaser shall also have the right to conduct, either itself or through another agency as it may deem fit, an audit to monitor the performance by the Supplier of its obligations/functions in accordance with the standards committed to or required by the Purchaser and the Supplier undertakes to cooperate with and provide to the Purchaser/ any other agency appointed by the Purchaser, all Documents and other details as may be required by them for this purpose.</p> <p>e) Should the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to RFQ requirements/ standards, the Purchaser's representative shall so notify the Supplier in writing.</p>

	<p>f) The Supplier shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFQ requirements. The Supplier shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Purchaser or Purchaser’s representative that the actual progress of work does not conform to the approved programme the Supplier shall produce at the request of the Purchaser’s representative a revised programme showing the modification to the approved programme necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements</p> <p>g) The submission seeking approval by the Purchaser or Purchaser’s representative of such programme shall not relieve the Supplier of any of his duties or responsibilities under the Contract.</p> <p>h) In case during execution of works, the progress falls behind schedule or does not meet the RFQ requirements, Supplier shall deploy extra manpower/ resources to make up the progress or to meet the RFQ requirements. Programme for deployment of extra man power/ resources will be submitted to the Purchaser for its review and approval. All time and cost effect in this respect shall be borne, by the Supplier within the contract value.</p>
<p><b>2.5 Expiration of Contract</b></p>	<p>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.</p>
<p><b>2.6 Entire Agreement</b></p>	<p>This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.</p>
<p><b>2.7 Modifications or Variations</b></p>	<p>(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>(b) In cases of substantial modifications or variations, the prior written consent of the Purchaser is required.</p>

<b>2.8 Force Majeure</b>	
<b>2.8.1 Definition</b>	<p>(a) 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>(b) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
<b>2.8.2 No Breach of Contract</b>	<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 in so far 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>
<b>2.8.3 Measures to be Taken</b>	<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> <ol style="list-style-type: none"> <li>i. Demobilize,; or</li> <li>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.</li> </ol>

	(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.
<b>2.9 Suspension</b>	<p>a) The Purchaser may, by written notice of suspension to the Supplier, suspend all payments to the Supplier hereunder if the Supplier fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Supplier to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Supplier of such notice of suspension.</p> <p>b) In case, the enrolment agency if suspended from Aadhaar programme in accordance with UIDAI suspension policy would need to be immediately disassociated from all Aadhaar related work till the suspension is in force irrespective of its empanelment status.</p>
<b>2.10 Termination</b>	
<b>2.10.1 Termination of Contract for Failure to Become Effective</b>	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than fifteen (15) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
<b>2.10.2 By the Purchaser</b>	<p>The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause GC 2.10.2. In such an occurrence the Purchaser shall give a not less than fifteen (15) 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 thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.</p> <p>(b) If the Supplier becomes (or, if the Supplier consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for</p>

	<p>or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the Supplier are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the 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 Purchaser/ UIDAI may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Purchaser/ 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 2.10.2, 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>(k) In the event of Supplier is found :</p> <ol style="list-style-type: none"> <li>i. Engaged in bogus or fraudulent enrolments being done</li> <li>ii. Deploying Enrolment Operators who are not tested and certified by UIDAI appointed 'Testing and Certification Agency' for performing enrolment functions</li> <li>iii. Non adherence to the enrolment process defined by UIDAI</li> <li>iv. Running unauthorized enrolment centers (i.e. enrolment centers without prior approval of the Purchaser and/or unlisted on UIDAI portal).</li> <li>v. Engaged in enrolments using vague/ damaged/ ineligible/ incomplete/ non-verified documents.</li> <li>vi. Sub-contracting of full and/or partial process of</li> </ol>
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	<p>enrolment work.</p> <ul style="list-style-type: none"> <li>vii. Outsourcing of manpower including operators, supervisors, technical staff etc. in manner other than as prescribed by UIDAI.</li> <li>viii. Consistent poor quality of biometrics data</li> <li>ix. Usage of biometric devices which are not certified by UIDAI</li> <li>x. Non-provision of necessary infrastructure at the permanent enrolment centers</li> <li>xi. Provided incorrect information to Purchaser/ UIDAI.</li> <li>xii. Non co-operative during audits conducted by Purchaser/ UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.</li> <li>xiii. Loss of enrolment documents (i.e. POI/POA/POR, Consent Slips etc.)</li> <li>xiv. Loss of Enrolment Data (CIDR Packets, Registrar Packets, KYR+ Data etc.).</li> <li>xv. Non co-operative during the process of handover and reconciliation of enrolment documents to UIDAI DMS vendor.</li> <li>xvi. Engaged in any activity violating any Law of constitution of India.</li> <li>xvii. Defaulter in any complaint/report against it submitted to the Purchaser/UIDAI.</li> <li>xviii. Defaulter as per the statement given by its staff member deployed on location during any interaction with the officer(s) from Purchaser's Office or UIDAI.</li> </ul>
<p><b>2.10.3 By the Supplier</b></p>	<p>The Suppliers may terminate this Contract, by not less than fifteen (15) 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 2.10.3:</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than thirty (30) days.</li> <li>(c) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</li> <li>(d) If the Purchaser is in material breach of its obligations</li> </ul>

	<p>pursuant to this Contract and has not remedied the same within fifteen (15) 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><b>2.10.4 Cessation of Rights and Obligations</b></p>	<p>Upon termination of this Contract pursuant to Clauses GC 2.10.1 or GC 2.10 hereof, or upon expiration of this Contract pursuant to Clause GC 2.5 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 3.6 hereof, and (iv) any right which a Party may have under the Law.</p>
<p><b>2.10.5 Cessation of Services</b></p>	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.10.2 or GC 2.10.3 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 3.11 or GC 3.12 hereof.</p>
<p><b>2.10.6 Payment upon Termination</b></p>	<p>Upon termination of this Contract pursuant to Clauses GC 2.10.2 or GC 2.10.3, the Purchaser shall make the following payments to the Supplier:</p> <ul style="list-style-type: none"> <li>(a) If the Contract is terminated pursuant to Clause GC 2.10.2 (d), (e), (g), (h) or 2.10.3, remuneration pursuant to Clause GC 6.3(c) hereof for Services satisfactorily performed prior to the effective date of termination;</li> <li>(b) If the agreement is terminated pursuant of Clause GC 2.10.2 (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 Merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Supplier will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.</li> </ul>



<p><b>2.10.7 Disputes about Events of Termination:</b></p>	<p>If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.10.2 or in Clause GC 2.10.3 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.</p>
<p><b>2.11 Extension of Contract</b></p>	<p>The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Supplier, at least two weeks before the expiration of the Term hereof, whether it will grant the Supplier an extension of the Term. The decision to grant or refuse the extension shall be at the Purchaser's discretion. The rates applicable for the current contract shall be effective for such extension.</p> <p>Where the Purchaser is of the view that no further extension of the term be granted to the Supplier, the Purchaser shall notify the Supplier of its decision at least 10 days prior to the expiry of the Term. Upon receipt of such notice, the Supplier shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Purchaser shall either appoint an alternative agency/vendor or create its own infrastructure to operate such Services as are provided under this Contract.</p>

**3. OBLIGATIONS OF THE SUPPLIER**

<p><b>3.1 General</b></p>	
<p><b>3.1.1 Standard of Performance</b></p>	<p>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.</p>
<p><b>3.2.1 Suppliers Not to Benefit from Commissions, Discounts, etc.</b></p>	<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</p>

	<p>Services or in the discharge of their obligations under the Contract, and the Supplier shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.</p> <p>(b) Furthermore, if the Supplier, as part of the Services, has the responsibility of advising the Purchaser on the procurement of goods, works or services, the Supplier shall comply with the Purchaser’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Purchaser. Any discounts or commissions obtained by the Supplier in the exercise of such procurement responsibility shall be for the account of the Purchaser.</p>
<b>3.2.2 Prohibition of Conflicting Activities</b>	The Supplier shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
<b>3.3 Confidentiality</b>	Except with the prior written consent of the Purchaser, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
<b>3.4 Information Security</b>	The Supplier and Supplier’s Team shall follow the Information Security policy and any guidelines regarding information security and documentation issued from time to time by UIDAI and Purchaser.
<b>3.5 Insurance to be Taken Out by the Supplier</b>	The Supplier (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Purchaser’s request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.
<b>3.6 Accounting, Inspection and Auditing</b>	(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

	<p>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 scheduled/ un-scheduled visits, inspection checks, audits of the Supplier's premises and/ or locations, facilities, or point of delivery of services performed under this contract.</p>
<b>3.7 Sub- contracting</b>	All guidelines as issued by UIDAI from time to time regarding sub-contracting of work, outsourcing of work, hiring of manpower through third parties would be binding upon the supplier.
<b>3.8 Reporting Obligations</b>	The Supplier shall submit to the Purchaser the reports and documents in time, as and when demanded by the Purchaser.
<b>3.9 Ownership and Retention of Documents</b>	Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by the Purchaser, the Supplier shall deliver to the Purchaser all Documents provided by or originating from the Purchaser and all Documents produced by or from or for the Supplier in the course of performing the Services, unless otherwise directed in writing by the Purchaser at no additional cost. The Supplier shall not, without the prior written consent of the Purchaser store, copy, distribute or retain any such Documents.
<b>3.10 Rights of Use</b>	All rights of use of any process, product, service, or data developed, generated, or collected, or any other task performed by the Supplier under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Supplier shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.
<b>3.11 Equipment, Vehicles and Materials Furnished by the Purchaser</b>	Equipment, vehicles and materials made available to the Supplier by the Purchaser, or purchased by the Supplier wholly or partly with funds provided by the Purchaser, shall be the property of the Purchaser and shall be marked accordingly. Upon termination or expiration of this Contract, the Supplier shall make available to the Purchaser an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Purchaser's instructions. While in possession of such equipment, vehicles and materials, the Supplier, unless otherwise instructed by the Purchaser in writing,

	shall insure them at the expense of the Purchaser in an amount equal to their full replacement value.
<b>3.12 Equipment and Materials Provided by the Suppliers</b>	Equipment or materials brought in by the Supplier and the Personnel and used either for the Project or personal use shall remain the property of the Supplier or the Personnel concerned, as applicable.
<b>3.13 Intellectual Property Rights (IPR)</b>	The intellectual property rights to all the outputs, deliverables, data, reports developed during the execution of this Contract shall remain sole property of the Purchaser
<b>3.14 Assignment</b>	The Supplier shall not assign, in whole or in part, their obligations under this Contract

#### 4. SUPPLIER'S PERSONNEL

<b>4.1 General</b>	The Supplier shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. The qualifications shall be as per the guidelines given by UIDAI
<b>4.2 Nodal Officer</b>	The Supplier shall ensure that at all times during the Supplier's performance of the Services a Nodal officer, acceptable to the Purchaser, shall take charge of the performance of such Services.
<b>4.3 Details of Core Management Team</b>	The Supplier shall ensure that at all times during the Supplier's performance of the Services, a core project management team acceptable to the Purchaser, shall take charge of the performance for various sub processes of the project assigned to them.
<b>4.4 Details of Core Technical Team</b>	The Supplier shall ensure that at all times during the Supplier's performance of the Services, a core technical team, acceptable to the Purchaser, shall take charge of the technical issues and related activities
<b>4.5 Details of Core Training Team</b>	The Supplier shall ensure that at all times during the Supplier's performance of the Services, a core team of master trainer, acceptable to the Purchaser, shall take charge of the training activities.

#### 5. OBLIGATIONS OF THE PURCHASER

<b>5.1 Assistance and Exemptions</b>	<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 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>
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<b>5.2 Services, Facilities and Property of the Purchaser</b>	<p>(a) The Purchaser shall make available to the Supplier and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in section 4.5 of the RFQ</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>
<b>5.3 Payment</b>	<p>In consideration of the Services performed by Supplier under this Contract, the Purchaser shall make to the Supplier such payments and in such manner as is provided by Clause GC 6 of this Contract.</p>

## 6. PAYMENTS TO THE SUPPLIER

<b>6.1 Total Cost of Services</b>	<p>(a) The total cost of the Services payable is set forth in Annexure-III as per the Supplier's proposal to the Purchaser and as negotiated thereafter.</p> <p>(b) Except as may be otherwise agreed under Clause GC 2.7, payments under this Contract shall not exceed the amount specified in Annexure-III and as negotiated thereafter.</p>
<b>6.2 Currency of Payment</b>	<p>All payments shall be made in Indian Rupees</p>
<b>6.3 Terms of Payment</b>	<p>The payments in respect of the Services shall be made as follows:</p> <p>(a) Payments shall be made to the Supplier by the Purchaser as per the Terms of Payment detailed in section 4.4 of the RFQ.</p> <p>(b) All payments under this Contract shall be made to the accounts of the Supplier specified in the SC.</p> <p>(c) All payments agreed to be made by Purchaser to the Supplier in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable including costs of maintenance, if any and Purchaser shall not be liable to pay any such levies/other charges under or in relation to this Contract and/or the Services.</p> <p>(d) Payment shall be paid at the times and in the manner set out in the Payment schedule as specified under Scope of Work, against value of contract. Service Tax shall be charged on actuals as per the applicable rates.</p>

	<p>(e) In case of change in taxes under change in law, appropriate parties shall be passed the benefit of the same over and above the contract value. No invoice for extra work/change order on account of change order will be submitted by the Supplier unless the said extra work /change order has been approved by the Purchaser as per mutually agreed rates in writing in accordance with Clause on Change order.</p> <p>(f) In the event of Purchaser noticing at any point of time that any amount has been disbursed wrongly to the Supplier or any other amount is due from the Supplier to the Purchaser, the Purchaser shall, after notifying the Authorised Representative of the Supplier in writing and without prejudice to its rights, deduct such amount from any payment due to the Supplier or recover such amounts by other means. The details of such recovery, if any, will be intimated to the Supplier within a stipulated time frame as agreed to by both the parties.</p> <p>(g) In the event of the Supplier noticing at any point of time that there has been short payment by the Purchaser on any invoice, the Supplier shall bring it to the record of the Authorised Representative of the Purchaser. The amount due to the Supplier will be released through a fresh invoice or as mutually agreed to by both the parties.</p> <p><b>Deductions:</b></p> <p>(h) All payments to the Supplier shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under any law, rule or regulation. All costs, damages or expenses which Purchaser may have paid or incurred, for which under the provisions of the Contract, the Supplier is liable, the same shall be deducted by Purchaser from any dues to the Supplier. All payments to the Supplier shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Purchaser to the Supplier on chargeable basis.</p> <p><b>Duties, Taxes and Statutory levies.</b></p> <p>(i) The Supplier shall bear all personnel taxes levied or imposed on its personnel, sub-contractor(s), consultants, or any other member of Supplier's Team, etc. on account of payment received under this Contract. The Supplier shall bear all corporate taxes, levied or imposed on the Supplier on account of payments received by it from the Purchaser for the work done under this Contract.</p>
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	<p>(j) Supplier shall bear all taxes and duties etc. levied or imposed on the Supplier under the Contract including but not limited to Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, VAT, Works Contracts Tax and all Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him from the Purchaser for work done under the Contract. It shall be the responsibility of the Supplier to submit to the concerned tax authorities the returns and all other connected documents required for this purpose. The Supplier shall also provide the Purchaser such information, as it may be required in regard to the Supplier’s details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Purchaser shall at all times be in accordance with Indian Tax Law and the Purchaser shall promptly furnish to the Supplier original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.</p> <p>(k) If there is any reduction in taxes / duties due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser.</p> <p>(l) The Supplier shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and the Purchaser shall not bear responsibility for the same. Supplier shall indemnify Purchaser against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty any such Tax Authority may assess or levy against the Purchaser/Supplier.</p> <p>(m) The Purchaser shall if so required by applicable laws in force, at the time of payment, deduct income tax payable by the Supplier at the rates in force, from the amount due to the Supplier and pay to the concerned tax authority directly.</p> <p>(n) In case of early termination of the contract, Assessment shall be made of work done from the previous payment period, for which the payment is made or is 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> <p>(o) The final settlement of payment will be made only after</p>
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	<p>successful handing over of all enrolment data packets, registrar packets, DMS documents and other related things/ Purchaser's property etc. This will also hold true include the successful exit as per the UIDAI guidelines. Performance Bank Guarantee shall only be released only after the successful exit and handing over as mentioned above. The supplier shall be obliged to extend the validity of the Performance Bank Guarantee till such time.</p>
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**7. GOOD FAITH**

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

**8. SETTLEMENT OF DISPUTES**

<b>8.1 Amicable Settlement</b>	Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
<b>8.2 Arbitration</b>	(a) In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the Supplier, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Purchaser and the Supplier, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of



	<p>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>
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## 9. LIQUIDATED DAMAGES

<p><b>9.1</b></p>	<p>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.</p>
<p><b>9.2</b></p>	<p>The amount of liquidated damages for services under this Contract shall not exceed the Contract Price.</p>
<p><b>9.3</b></p>	<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>
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**10. SEVERANCE**

<p><b>10.1</b></p>	<p>If any provision of this contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All the remaining provisions of the Contract shall remain in full force and effect.</p>
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**11. ADHERENCE TO RULES & REGULATIONS**

<p><b>11.1 Adherence to Safety Procedures, Rules, Regulations, &amp; Restrictions</b></p>	<p>(a) The Supplier shall comply with the provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Supplier shall abide by these laws.</p> <p>(b) Access to the data centre/ data processing sites and Purchaser's locations shall be restricted to only essential personnel belonging to the Supplier who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Purchaser. The Supplier shall maintain a log of all activities carried out by each of its personnel.</p> <p>(c) The Supplier shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Supplier shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.</p> <p>(d) The Supplier shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof) and the law providing the UIDAI statutory authority (when passed by parliament and brought into force).</p>
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	<p>(e) The Supplier shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations</p> <p>(f) The Supplier shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.</p>
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**12. INDEMNITY AND LIMITATION OF LIABILITY**

<p><b>12.1 Indemnity</b></p>	<p>The Supplier shall indemnify the Purchaser from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Contract period out of:</p> <p>(a) any negligence or wrongful act or omission by the Supplier or the Supplier’s Team or any third party associated with Supplier in connection with or incidental to this Contract; or</p> <p>(b) Any breach of any of the terms of the Supplier's bid as agreed, the RFQ and this Contract by the Supplier or any third party.</p> <p>(c) Any infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied goods and related services or any part thereof.</p> <p>The Supplier shall also indemnify the Purchaser against any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, and movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.</p>
<p><b>12.2 Limitation of Liability</b></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>

### 13. MISCELLANEOUS PROVISIONS

<p><b>13.1 Miscellaneous Provisions</b></p>	<ul style="list-style-type: none"> <li>i. Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> <li>vii. All claims regarding indemnity shall survive the termination or expiry of the Contract.</li> <li>viii. All materials provided to the Purchaser by Supplier are subject to Country and Haryana State public disclosure laws such as RTI etc.</li> <li>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</li> </ul>
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### 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	<p>Purchaser: <i>Additional Chief Secretary, Revenue &amp; Disaster Management Department, Haryana</i></p> <p>The addresses are:</p> <p>Attention: The Nodal Officer</p> <p>Facsimile: 0172-_____ Phone - _____</p> <p>E-mail: _____</p> <p>Supplier: _____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
{1.7}	{The Supplier is <i>[insert name]</i> }
1.7	<p>The Authorized Representatives are:</p> <p>For the Purchaser: Name of Officer _____</p> <p>For the Supplier: _____</p>
2.1	The effective date of the Contract:
2.3	The date for the commencement of Services: Within 10 days of signing the contract – or as specified in the RFQ, whichever is later.
2.4	The time period shall be: two years, subject to the milestones specified in the corresponding clause of the RFQ.
3.5	<p>The risks and the coverage shall be as follows:</p> <p>(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;</p> <p>(b) Third Party liability insurance, with a minimum coverage of the value of the contract</p> <p>(c) Professional liability insurance, with a minimum coverage of the value of the contract</p> <p>(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</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in</p>

	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)	The Purchaser shall provide the following assistance and exemptions to the Supplier for the effective implementation of the services under this Contract: <The Purchaser may include the relevant provisions here>
6.2	The amount in Indian Rupees (INR) is <i>[insert amount]</i> .
6.3	<p><b><u>General terms and conditions of Payment Schedule</u></b></p> <ol style="list-style-type: none"> <li>1. All payments shall be made by the Purchaser in favour of the Supplier</li> <li>2. Payments shall be made to the Supplier by the Purchaser as per the Terms of Payment detailed in Section 4.4 of the RFQ.</li> <li>3. Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by Supplier is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Supplier, till such work/ supply/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.</li> <li>4. All payments under this Contract shall be made to the account of the Supplier with (Bank &amp; A/c No.):</li> </ol> <p>Payments will be made by the Purchaser to the Supplier as per Contract Value quoted in the Formats for Financial Bid and agreed in the Contract, as follows:</p> <p><b><u>Payment Schedule</u></b></p> <p>&lt;Insert Payments Schedule here&gt;</p>
8.2 (a)	<Name of the Authority who will appoint the Presiding Arbitrator>
8.2 (b)	The Arbitration proceedings shall take place in Chandigarh in India.

## APPENDIX A - TOTAL COST OF SERVICES

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

**APPENDIX B – FORM OF PERFORMANCE BANK GAURANTEE 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 Performance 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. The performance bank guarantee will hold good till the completion of the contract plus three months or extension period plus three months.

8. 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.

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



## ANNEXURE VII – GUIDELINES FOR ENROLMENT

Please download the UIDAI Guidelines for Resident Enrolment Process here at:

[Resident Enrolment Process](#)