

**GOVERNMENT OF INDIA
PLANNING COMMISSION**

UNIQUE IDENTIFICATION AUTHORITY OF INDIA



BID DOCUMENT

For

**Scanning and Digitization of Documents
(measuring 10 cms x 23 cms)
of UIDAI, Regional Office, Bangalore**

TENDER No.03/UIDAI/RO/BLR/2012-13

Dated: 18.07.2012

Regional Office, Khanija Bhavan, 3rd Floor, South Wing, #49, Race Course Road, Bangalore – 560 001

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Email: ksatyavati@uidai.gov.in

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Date of publication of tender	18.07.2012
Last date for tender related enquiries	27.07.2012
Last Date & Time for Submission of Tenders	10.08.2012 15:00 hrs
Time & Date of Opening Technical Bid	10.08.2012 15:30 hrs
Time & Date of Opening Commercial Bid	Will be informed later

BID FORM

NIT No.03/UIDAI/RO/BLR/2012-13

18.07.2012

To,

**The Deputy Director,
Unique Identification Authority of India,
Bangalore – 560001.**

Sir / Madam,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work of **Scanning and Digitization of Documents (10 cms x 23 cms) of UIDAI, Regional Office, Bangalore** in conformity with terms and conditions stipulated in the tender in accordance with the rates quoted herewith and made part of this bid.

I / We undertake that, if my / our Bid is accepted, I / We shall execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document. If my / our Bid is accepted, I / We shall submit the securities as per the conditions mentioned in the contract.

I / We agree to abide by this Bid for a period of **90 days** from the date fixed for Bid opening and it shall remain binding upon me / us and may be accepted at any time before the expiry of that period.

Until a formal Agreement is prepared and executed this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by me / us is properly sealed and prepared so as to prevent any subsequent alteration and replacement. I / We have enclosed DD/Pay Order towards cost of tender document, as per the details given below.

Paid Rs.570/- (Rupees Five Hundred and Seventy only) towards cost of the tender document as per the details given below:

DD NO..... dated.....

Name of the Bank.....

Branch.....

I / We have also enclosed DD/Pay Order towards Bid Security (EMD), as per the details given below.

Paid Rs. 5,000/- (Rupees Five Thousand only) towards Earnest Money Deposit (EMD) as per the details given below:
DD NO..... dated.....
Name of the Bank.....
Branch.....

Dated thisday of..... (year)

Signature of Authorized Signatory.....

In capacity of.....

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Signature.....

Address.....

BIDDER'S PROFILE

- 1. Name of the Bidder / firm
.....
- 2. Name of the person submitting the bid
.....

(In case of Proprietary / partnership firms, the BID has to be signed by Proprietor / Partner only, as the case may be)

- 3. Registered Office Address
.....
.....
.....

- 4. Address for communication
.....
.....
.....

e-mail id:
.....
.....

- 5. Telephone No. (With STD Code) (Off)
.....
(Fax)
.....
(Res)
.....
(Mobile)
.....

- 6. Registration & Incorporation particulars of the firm :
(Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)
Proprietorship
.....
Partnership
.....
Private Limited
.....
Public Limited
.....

- 7. Name of the
.....

Proprietor/Partners/Directors

8. Permanent Account Number
(Attach a copy of PAN card)

9. Service Tax Registration No.

10. VAT/ TIN Registration No.

11. Bidder's bank, its address and
bank account number, MICR,
IFSC Code

Seal & Signature of the Agency

CERTIFICATE
(FOR DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE)

“I.....(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website” www.uidai.gov.in and no addition / deletion / correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs.....towards the cost of tender document DD for Rs.....towards the cost of the EMD.

Place : _____ Signature of bidder/Authorized Signatory _____

Date : _____ Name of the bidder _____

Seal of the bidder _____



**GOVERNMENT OF INDIA
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
REGIONAL OFFICE
OFFICE OF THE DEPUTY DIRECTOR GENERAL
49, 3RD FLOOR, SOUTH WING,
KHANIJA BHAVAN, RACE COURSE ROAD, BANGALORE – 560001.**

No: 03/UIDAI/RO-BLR/2012-13

18.07.2012

NOTICE INVITING TENDER

FOR

SCANNING AND DIGITIZATION OF DOCUMENTS (10 CMS X 23 CMS BOTH SIDES)

LAST DATE FOR SUBMISSION OF TENDER: 10.08.2012 at 15:00 hrs

Sub: Invitation to bid for Scanning and Digitization services for UIDAI RO, 3rd Floor, Khanija Bhavan (South Wing), #49, Race Course Road, Bangalore-01

Sealed Tenders are invited for providing for Scanning / digitizing documents (measuring 10 cms x 23 cms) consisting of approx. 20,00,000 nos. on actual work basis.

The bidders are requested to go through the tender enquiry document(s) carefully, which shall form part of the contract. The bidders shall furnish all the information asked for, sign all the pages and submit the bid to the Deputy Director, UIDAI RO, #49, 3rd Floor, South Wing, Khanija Bhavan, Race Course Road, Bangalore-560001.

Contact Person : Ms. K Satyavati, Deputy Director, UIDAI, R.O., Bangalore

Phone : 080- 22340104

E-mail : ksatyavati@uidai.gov.in

TENDER NOTICE FOR SCANNING / DIGITIZATION SERVICES FOR UIDAI

ON BEHALF OF PRESIDENT OF INDIA, Unique Identification Authority of India, Planning Commission, Govt. of India, Regional Office, Bangalore Sealed Tenders under **two-bid** system are invited from reputed and experienced agencies for providing services of Scanning / Digitization of documents.

The interested agencies are required to submit technical and commercial bid separately. The bids in Sealed Cover-I containing “Technical Bid” and Sealed Cover-II containing “Commercial Bid” should be placed in a third Sealed Cover-III super-scribed “**Tender for Scanning / digitization Services for UIDAI**” and should send to the office of Deputy Director General, UIDAI, Regional Office, No. 49, 3rd Floor, South Wing, Khanija Bhavan, Race Course Road, Bangalore so as to reach on or **before 10.08.2012 at 15:00 hrs.** The Technical bid shall be opened on the same day at 15.30 hrs at the office of Deputy Director General, UIDAI, Regional Office, No.49, 3rd Floor, South Wing, Khanija Bhavan, Race Course Road, Bangalore – 560 001 in the presence of bidders or their representatives.

The tender document containing eligibility criteria, scope of work, terms & conditions and draft agreement is available and downloadable in UIDAI website www.uidai.gov.in. The bidders are required to pay Rs.570/- towards cost of tender document in the form of Demand Draft (DD) drawn on any Nationalized Bank in favour of “**PAO, UIDAI**”, payable at Bangalore. The DD shall be placed in the third Sealed Cover-III super-scribed “**Tender for Scanning / digitization Services for UIDAI**”

The bidders are also required to remit Rs.5,000/- towards EMD in the form of DD drawn on any Nationalized Bank in favour of “**PAO, UIDAI**” payable at Bangalore along with their tender bid in the Cover-I “Technical Bid”.

At any time prior to the deadline for submission of bids, UIDAI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the terms and conditions of the bid by an Addendum. The Addendum will be communicated by fax/e-mail to the bidders to acknowledge receipt of the Addendum. The Addendum will also be available on the UIDAI’s website www.uidai.gov.in and it will be the responsibility of the bidder to check the website on regular basis for updates.

Any further clarifications and/or corrigendum(s) shall be communicated through UIDAI website www.uidai.gov.in.

**Deputy Director,
UIDAI,
R.O., Bangalore.**

I. Brief Description of the work of Scanning / Digitization of documents:

1. The successful bidder shall transport (by his own arrangement) the documents (measuring 10 cms x 23 cms) provided for scanning / digitization from the premises of UIDAI to the firm's location in Bangalore and return the documents after completion of the job to the UIDAI's ear marked location and arrange them as per the storage mechanism decided by the UIDAI . The transportation / lifting of the documents shall be done on daily basis (except Sunday). In exceptional situations, the successful bidder shall lift the documents even on holidays as per the instructions of UIDAI.

2. **Scan, digitize and assign file number on the basis of unique barcode printed on the document: The successful bidder shall identify and segregate the documents as “Agreed Documents” and “Not Agreed Documents” in accordance with the instructions of UIDAI. Post-scanning, the bidder shall arrange the physical documents in a proper and systematic manner (as proposed by bidder and approved by UIDAI). Five hundred (500) nos. of such documents shall be arranged in one batch and minimum of 3 batches stored in one corrugated card board box(one sample(free of cost) to be submitted for inspection along with the technical bid), which can withstand frequent handling. The successful bidder shall provide a unique index number to such boxes for easy tracing and the same methodology shall be followed for assigning folder names for the scanned documents stored on soft copy(DVDs). The documents so stored in the database should be properly indexed as per the requirements of UIDAI.**

The successful bidder shall hand over the soft copy of the scanned / digitized data in a DVD as well as install the same on the computer system of UIDAI on completion of scanning / digitization of 10,000 nos. (One lot of 20 batches) of documents. The physical documents of such scanned files are also to be handed over simultaneously along with the DVD.

“*Agreed Documents*” are those documents which are identified and declared to be as *compulsorily scannable* by UIDAI and these documents shall be scanned / digitized at any cost either through machine mode (Auto) or manually. “*Not Agreed Documents*” are those which are not to be scanned by the agency but found in the documents collected by the Agency.

Scanned images shall be mapped with Alpha-numeric bar-code number printed on the “*Agreed Documents*”. The document to be scanned is double-sided and each side of a double-side document should be stored as a single file with scanned bar code as the file name.

3. To start with, the UIDAI is having 15,00,000 Nos. of documents, referred to as “existing documents”. The successful bidder shall complete scanning / digitization of existing documents on priority in not more than 6 weeks and shall simultaneously scan / digitize

new documents, expected to be between 6,000 and 10,000 nos. daily. The quantity of documents to be made available for scanning – existing as well as new documents - is approximately 20 lakh.

4. **Quality Check (QC):** The scanned / digitized documents are to be handed over to UIDAI on the seventh day(including the day of pick up) from the date of pick-up. The scanned documents are then subjected to “*Quality Check*” by UIDAI for scanning quality, clarity of the image and file naming convention and traceability of the document in a batch and the quality of the corrugated card board box. In a batch of 500, a sample of 5 documents is taken on random basis and would be subjected for the above mentioned quality check. In the event of detection of error even in a single randomly-selected document, the entire batch is rejected and the successful bidder has to rectify the deficiencies and re-submit the batch for QC.
5. **The successful bidder shall ensure that a document is not scanned more than once and no amount shall be paid for such instances.**

II. TECHNICAL INFORMATION TO THE BIDDER:

1. The firm should have its own sufficient latest state of the art Scanners / Computers, other IT equipments / parts, sufficient infrastructure and qualified professionals. The bidder must own scanning / digitizing and indexing facility setup.
UIDAI reserves the right to ask for a technical elaboration / clarification in the form of a technical presentation from the bidder on the already submitted technical bid at any point of time during technical evaluation and before opening of the commercial bid. UIDAI may at its discretion, visit the office of the bidder any time before the issue of Letter of Award.
2. The document should be scanned with minimum 200 dpi resolution, in grey and should be stored in PDF format. Scanned document should not be blurred, folded, too dark or too light to read etc. Scanned image of the document should be clear and readable. Scanned data would have to be mapped with Alpha-numeric bar-code number.
3. The scanned / digitized document should be optimized for viewing over the internet.
4. Data capturing software module should be “CSV / XML compatible”. Data capturing software module should have facility to read barcode from documents into indexing field.
5. UIDAI will provide the document to the authorized representative of the successful bidder, on day to day basis under proper receipt and it will be the responsibility of the successful bidder to accomplish the task of scanning/digitization after following all the processes, namely Unbundling, Rebundling, Scanning/digitizing, Storing, etc.
6. It will be responsibility of the successful bidder to return the document to UIDAI under acknowledgement in the same shape and condition in which it was taken.
7. The successful bidder will ensure that the documents handed over to it are kept in proper and safe condition and no document is soiled/lost/misplaced/damaged.

8. The successful bidder after successfully storing the data on its own computer shall transfer the same on the computer/server of UIDAI along with a DVD / Hard disc.
9. The successful bidder shall ensure complete secrecy and confidentiality of the documents handed over to it. Disclosure of document in any form by the successful bidder shall be considered as breach of contract. The successful bidder shall sign a Non-Disclosure Agreement in the format provided in **Annexure C** before commencement of the work.
10. The successful bidder shall submit a hardcopy of instruction manual/documents for scanning / digitizing, cleaning, storing and retrieving operations and the same shall be provided to UIDAI for use of its staff for carrying out the operation of scanning / digitizing and retrieval before starting the work.
11. Upon receipt of instructions from UIDAI, the successful bidder shall delete the scanned / digitized data stored on his computers.
12. The scanned / digitized record will be the property of UIDAI. The service provider shall have no right, title or interest in it and shall not use it in any manner. The Bidder shall indemnify UIDAI against all third party claims of infringement of patent, trademark/copyright/intellectual property rights or industrial design rights arising from the use of the supplied software/hardware/manpower etc. and related services or any part thereof.
13. Tender would be only on end to end solution basis. The price shall not be split and quoted separately.

III. ELIGIBILITY CRITERIA / INSTRUCTIONS TO THE BIDDER:

Eligibility Criteria (Those bidders meeting out the following Criteria will be subjected to pre-qualification bid, Technical & Commercial Evaluation.)

- | |
|---|
| 1. The bidders should have a turnover of Rs.15,00,000/- from scanning/digitization services for each of the past three years ie., 2009-10, 2010-11 & 2011-12. The bidders are requested to enclose the attested copies of Balance sheet duly certified by the Registered Chartered Accountant. |
| 2. Minimum three years of experience in digitization/scanning services is mandatory. The bidder shall enclose a self attested experience certificate pertaining to any 3 years between 2005-2011. Out of three years, the bidder should have undertaken the work for at least one financial year for central/state Government /PSU or Bank. |
| 3. The bidder should have minimum capacity to scan 20,000 images per day (The bidder should enclose the machine no. and the make of the machine to substantiate that the scanners belong to the bidder and its capacity). |

SELECTION PROCESS

Selection of the Bid will be done three stages.

A. Prequalification Criteria:

The bids which are submitted along with the following details only will be considered for technical evaluation. Other Bids will be rejected.

Pre-Qualification Criteria

Criteria	Yes / No
Submission of tender document fee	

B. Technical Evaluation

The Technical evaluation will be performed on the basis of technical qualification mentioned in Part I of this document.

EMD: The bidder is required to submit Rs.5,000/- in the form of DD drawn on any Nationalized Bank in favour of **“PAO, UIDAI”** payable at Bangalore.

C. Commercial Evaluation

For all the bids submitted, first the pre-qualification criteria will be examined and only for those bids which qualify the pre-qualification criteria, the technical evaluation will be performed on the basis of technical evaluation criteria mentioned in **Part I (Technical Bid)**, for which the Bidders may be asked to make presentation at the discretion of UIDAI and submit necessary documentary proof. Commercial bid will be opened only for the Bidders who have been found to be qualified on the basis of technical evaluation.

UIDAI will evaluate Commercial Bid of only technically qualified bidders.. In the commercial bid, if there exists any discrepancy between words and figures, the lower amount indicated will be considered.

UIDAI reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Commercial Proposal. The Bidder shall furnish the required information to UIDAI and its appointed representative on the date asked for, at no cost to UIDAI. UIDAI may at its discretion, visit the office of the Bidder any time before the issue of Letter of Award.

UIDAI shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened after completing the selection process. UIDAI shall simultaneously notify those Bidders who had qualified the Evaluation process as described in this Tender Document, informing the date and time set for opening of Commercial Proposals. The notification may be sent by mail or fax.

The bidders' names, the proposal prices and such other details as UIDAI may consider appropriate, will be announced and recorded at the opening.

Bids received Late/Delayed shall not be entertained. Lowest and reasonable prices only are accepted. UIDAI reserves the right to make changes in terms and conditions of the tender. UIDAI will not be obliged to meet and have discussions with any of the Bidder and / or to give a hearing on their representations.

- i) **Commercial bid would be opened only of those Bidders who have been found to be qualified on the basis of technical evaluation.**
- ii) EMD will be returned to those bidders who do not qualify technically.
- iii) **Commercial Offer shall be on a fixed price basis. The price shall remain fixed for the period of the contract and no changes for any reason what so ever will be allowed.**

Awarding of Contract

UIDAI will award the work to the bidder who has quoted the lowest rate. In case more than one offer with the lowest rate are received, UIDAI reserves the right to award the work to more than one bidder ie., Split the work among the bidders in equal proportions.

1. Submission and withdrawal of Bids:

- a. Bids are to be submitted in sealed envelopes, marked and addressed as directed in the above Paras.
- b. Bids transmitted by fax or email will not be accepted for consideration.
- c. Bids received after the closing date and time will immediately be treated as disqualified. No over-writing / corrections etc. of any kind are allowed.

- d. Bids can be withdrawn by a written request received from the Bidder prior to the closing date and time.
2. **The bidders qualifying the eligibility criteria will be required to give a live demonstration of work before awarding the work to the bidder. No payment will be made for this. Technical Evaluation Committee will take into account the aspects like arranging minimum three batches of 500 documents each in boxes, type of box, easy tracking of physical copy, etc.**
3. **The decision taken by the UIDAI in the process of tender evaluation will be firm and final.**
4. **Security Deposit:** The successful Bidder shall execute an agreement of contract in the format given in **Annexure A** within 7 days from issue of the letter of intent from UIDAI failing which EMD shall be forfeited.
5. **At the time of signing the agreement, the successful bidder shall submit Security Deposit in the form of Performance Bank Guarantee (PBG) equal to 5% of the value of the contract(considering job consists of 20 Lakh documents) from a Nationalized Bank in the Proforma given in Annexure B. The Performance Bank Guarantee shall be valid until the end of three months after the expected completion date of the contract with the successful bidder. The PBG will be released upon satisfactory completion of the work.**

IV. PERIOD OF CONTRACT:

1. The successful bidder shall start the work within 1 week from the date of issuance of PO / work order, failing which penalty of 0.5% of the order value per delay of one week or part thereof shall be levied on the bidder and same shall be deductible from the vendor's payment.
2. **Duration of the contract shall be One year from the date of entering into the contract or a specific date mentioned in the Contract. The present tender is for scanning / digitizing 20 lakh documents. On completion of scanning of 20 lakh documents, UIDAI may decide to provide additional quantity for scanning and digitization. The successful bidder is expected to handle the additional quantity during the contract period of one year at the same price, terms and conditions.**
3. No extension of validity period of the rate contract is required when deliveries mentioned in scope of work against existing work orders continue even after expiry of the validity period. The rate contract shall remain valid for purpose of completion of work mentioned in project scope during the validity of the rate contract.

V. PAYMENT:

Payment shall be released in two stages viz.,

1. **First Stage:** Upon completion of scanning / digitization of every 10,000 nos. (one lot of 20 batches) of documents, the successful bidder shall submit bill for making payments. A pre-receipted bill shall be submitted in triplicate reflecting the quantity of documents scanned. 75 per cent of the value of the bill will be paid at the first stage.
2. **Second Stage:** Payment of balance 25 per cent of the amount shall be made after successful quality check.
3. Payments shall be subject to deductions of any amount for which the successful bidder is liable under the agreement against this contract (such as penalties / damages). Further, all payment shall be subjected to deduction of TDS (Tax deduction at source) as per the income-Tax Act. . The successful bidder will be responsible for payment of statutory liabilities of all kind including local and other taxes.

For transferring the payment through EFT/RTGS, successful bidder should furnish the details of Bank A/c No., MICR & IFSC code.

VI. PENALTY:

The penalties are of 3 types viz.,

1. **Delay in submission of scanned and digitized documents:** The successful bidder shall submit the scanned / digitized documents as well as the physical documents within a period of 7 days from the day of lifting from UIDAI premises, failing which a penalty of 0.5% of the contract value of the delayed batch will be recovered subject to a maximum of 5% of the total contract value. Delay of more than 15 days would invite Notice for termination of the contract with consequent penalties.
2. **Improper scanning & viewability:** On quality checking, if it is found that the documents are not properly scanned and clarity / quality is not up to the satisfactorily level of UIDAI, the complete batch is rejected and the successful bidder has to rectify the deficiencies and resubmit the same to UIDAI within seven (7) days of the notices issue date. Quality check would be again conducted for such re-submitted documents.
3. **Damage/non-returning of physical document/misplacing of the documents:** The successful bidder becomes fully responsible for the documents lifted by them. During the contract period/or when the work is going on or at the time of re-submission of the document if UIDAI detects any non-submission of the documents, Rs.500 per lost / misplaced / fully damaged document would be levied and the amount shall be non-refundable. In the event it is found that the physical document submitted is soiled / damaged / improperly packed, an amount of Rs.100 per document shall be levied, which shall not be refundable.

VII. TERMINATION OF THE CONTRACT:

If the bidder fails to fulfill its obligations under the contract, which includes non-completion of the work, UIDAI reserves the right to select another bidder to accomplish the work. Any costs, damages etc. resulting out of the same shall have to be borne by the outgoing bidder. Violation of any of the terms and conditions of the tender / contract will attract forfeiture of EMD/Security deposit and cancellation of work order / termination of the contract.

VIII. SPECIAL CONDITIONS OF THE CONTRACT:

1. The bidder must have adequate experience of scanning/digitizing and indexing and must provide necessary documentary proof for this.
2. The scanning / digitizing of documents shall not be stopped on any grounds, whatsoever without the express approval of UIDAI.
3. It will be the responsibility of the successful bidder to return the physical documents to UIDAI under acknowledgement in the same shape and condition in which it was taken.
4. UIDAI will have the copyright on the product format, concept layout and design and will have exclusive rights to use it anywhere, in any manner.
5. It shall be the duty of the successful bidder to have the licensed software updated from time to time and provide all possible assistance / help during the scanning / digitization work.
6. Time is the essence of the contract and the successful bidder shall adhere to the time schedule and deadline as prescribed by UIDAI for execution of the work.
7. If it is found at any time that the scanning / digitizing has not been done in accordance with the agreed terms and conditions, UIDAI shall be entitled to withhold further payment and forfeit the EMD/SD/Bank Guarantee.

IX. GENERAL TERMS & CONDITIONS:

1. UIDAI, in its discretion, reserves the right to reject or accept any or all the tenders partly or completely at any time without assigning any reason thereof.
2. **UIDAI will award the work to the bidder who has quoted the lowest rate. In case identical lowest rates are offered by more than one firm, UIDAI reserves the right to award the work to more than one bidder ie., Split the work among the bidders in equal proportions.**
3. An appropriate agreement will be executed by the successful bidder with UIDAI, on the agreed terms & conditions. UIDAI in its discretion reserves the right to cancel the contract at any time without assigning any reason. In case the work order is cancelled then the costs incurred will be borne by the successful bidder and under no circumstances the successful bidder shall claim for any payment or damages from UIDAI.

4. UIDAI reserves the right to elect:
 - a) To have any portion completed at the work order and/or the contract terms and prices; and/or
 - b) To cancel the remainder and pay to the successful bidder an agreed amount for partially completed services.
5. In the event of termination of Contract for failure of vendor to execute, UIDAI shall be entitled to forfeit the security deposit either full or in part apart from taking such legal remedies as per available in law. The successful bidder shall thereupon forthwith hand over the documents, which are in its possession. The successful bidder shall also leave the digitized data, which will be the property of UIDAI.
6. The successful bidder will comply with all Acts and/or Rules and Regulations framed by or Government of India / Competent Authorities relating to the work. UIDAI will not be answerable for the terms and conditions of employment of the staff engaged or the work undertaken by the successful bidder. The minimum wage, remuneration, working condition, holidays, leaves, employment benefits, etc. of supplied manpower should comply with applicable Labour Laws and other applicable rules of Government of Karnataka and Government of India.

X. SUB-CONTRACTING:

The successful bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let third party take benefit or advantage of the present contract or any part thereof. No outsourcing / sub-contracting of work shall be allowed and in the event if it is known and proved to UIDAI that the work is outsourced / sub-contracted, the contract shall be terminated immediately.

XI. FORCE MAJEURE:

1. Notwithstanding the provisions contained above, the agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of UIDAI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the agency shall promptly notify UIDAI in writing of such conditions and the cause thereof. Unless otherwise directed by UIDAI in writing, the agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. After due consideration, UIDAI may fix the target date for completion of the work.

XII. ARBITRATION:

The contract is governed by Arbitration Act, 1996 and any dispute resolution will lie in the jurisdiction of UIDAI, RO Bangalore. The successful bidder will make every effort to resolve amicably by direct informal negotiation any disagreement, dispute arising in connection with this contract any dispute which cannot be resolved shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties. The award made under this reconciliation shall be final and binding upon the parties hereto, subject to legal remedy available under law. Such differences/proceedings will be held at UIDAI, RO Bangalore. All legal disputes are subject to the jurisdiction of Civil Courts Bangalore only.

PART I**TENDER DOCUMENT****UIDAI INVITES TENDER FOR PROVIDING “SCANNING/DIGITIZATION SERVICES”****MANDATORY CONDITIONS FOR QUALIFICATION OF BIDDER:****PROFORMA FOR TECHNICAL BID****(In separate sealed Cover-I super scribed as Technical Bid)**

1) Name & Address of the bidder (including legal status, ownership) with phone number, email and name and telephone/mobile number of authorized person for contact	
<p>2) Three years experience in the work of providing Scanning/digitization Services-Particulars of experience. (Self-attested order copy issued by central/state/PSUs, banks, govt. offices, etc. to be enclosed along with tender documents).</p> <p>This shall cover the details of the works of similar nature, approximate quantity ordered/covered and duration of the contract carried out for the previous 3 years (2009-10, 2010-11, 2011-12)</p> <p>Note: The genuineness of the documents submitted by the bidder along with the tender will be verified from the concerned issuing authority.</p> <p>4. The bidder will indicate separately for the past three financial years as above, turnover, if any, from scanning and/or digitization of records. The bidder will submit attested certificate from its Chartered Accountant, turnover & balance sheet in last three financial years ie., 2009-10, 2010-11, 2011-12</p>	

DOCUMENTS TO BE SUBMITTED:

1	(i) Service Tax Registration No. (Please attach copy) ii) PAN No.	
2	Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document.	
3	Power of Attorney/authorization for signing the bid documents in the agency letterhead duly signed by officer in charge.	
4	Details of the DD of Rs.5,000 towards bid security (EMD) and a DD of Rs.570/-(cost of tender document) DD Nos. Date: Drawn on:	
5	Technical Presentation in a CD or hard copy. Bidders are requested to include all information that may be necessary for such type of projects including arranging of the documents & handing over to UIDAI after completing of scanning & digitization.	
6	<p><u>Additional Information:</u></p> <ul style="list-style-type: none"> • Hardware equipment proposed to be used. • Number of technical persons proposed to be deputed by you for the work. • Number of non-technical persons proposed to be deputed by you. 	

	<ul style="list-style-type: none">• What would be the output/day in terms of number of pages that can be scanned/digitized, indexed, stored and retrievable?• The Software proposed to be used for scanning/digitizing may be mentioned.• Maintenance and technical support services to be provided after execution of the work.• Steps to prevent accidental or intentional destruction of data.	
--	--	--

Signature & Seal of the Bidder

Declaration by the bidder:

This is to certify that I / We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them and also declare that I / We shall comply with all the statutory requirements and legal provisions, relevant in execution of the said work.

Encls:

- 1. DD No. _____ towards EMD.
- 2. Terms & Conditions (each page must be signed and sealed)

Note:

- 1) If information given in the Technical Bid Form is incomplete to assess the technical capability of the firm to undertake the work offers from that firm shall be rejected.
- 2) Over-writing/over-typing or erasing of figures is not allowed and shall render the tender invalid.

(Signature of bidder with seal)

Name :

Seal :

Address:

.....

.....

Phone No :

Fax No :

E-mail:

Place :

Date :

PART II**TENDER DOCUMENT****UIDAI INVITES TENDER FOR PROVIDING “SCANNING/DIGITIZATION SERVICES”****MANDATORY CONDITIONS FOR QUALIFICATION OF BIDDER:
PROFORMA FOR COMMERCIAL BID****(In separate sealed Cover-II super-scribed as Commercial Bid)**

Description of the Item	Rate (all inclusive rate including taxes, duties etc. Rate has to be for one Document(both sides) for 200 dpi, Grey scale & PDF
<p>1. Quote the rate for one Document (sized 10 cms x 23 cms – 200 dpi grey scale). Rates so quoted shall be inclusive of all inputs such as scanning / digitizing, cleaning, indexing, storing, hardware, software cost, manpower, storage training, transportation or any other cost involved in the execution of work. The rate is required to be quoted for the following types</p> <ol style="list-style-type: none"> 1. In the event of premises / infrastructure (i.e. space & electricity supply only) for scanning provided by UIDAI. 2. In the event of premises / infrastructure (in Bangalore.) for arranged self by the successful bidder 	<p>Rate.....</p> <p>Rate.....</p>

Rate: The bidder is required to quote its lowest rate for scanning and digitizing one document (both sides). The rate so quoted should be all inclusive and no hike on whatsoever ground / reason would be allowed during the validity of the agreement. The successful bidder shall have to arrange its own staff. UIDAI would neither bear any expenses nor accept any responsibility for the same and there would be no relationship between UIDAI and the staff of the successful bidder. Rates so quoted shall be inclusive of all inputs such as Scanning/digitizing, cleaning, indexing, storing, hardware, software cost, manpower, storage media, training and transportation or any other cost involved in the execution of work.

Note:

1. UIDAI will award the work to the bidder who has quoted the lowest rate. In case identical lowest rate is offered by more than one bidder, UIDAI reserves the right to award the work to more than one bidder i.e., Split the work among the bidders in equal proportions.
2. Over-writing/over-typing or erasing of figures is not allowed and shall render the tender invalid.
3. The measurement of the documents to be scanned (2 sides) is kept for your information in format A

Signature & Seal of the Bidder

Declaration by the Bidder:

This is to certify that I / We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them and also declare that I / We shall comply with all the statutory requirements and legal provisions, relevant in execution of the said work.

Note:

1. No other charges would be payable by UIDAI.
2. There would be no increase in rates during the contract period of one year.

(Signature of bidder with seal)

Name :.....

Seal :

Address:

.....

.....

Phone No :

Fax No :

E-mail:

Place :

Date :

DECLARATION

1. I / We hereby declare that we have quoted rates in commercial bid after careful study of terms and conditions of tender documents. I / We shall also accept the decision of the UIDAI, in this regard.
2. I / We hereby also declare that I / We are in the business of above work, for which I / we have enclosed appropriate work experience certificate. I / We have all technical infrastructure and technical staff etc. for smooth and effective execution of above work. I / We have not been black listed by any Government (Central and state)/Board/Public undertakings/Banks/ R.B.I. etc.
3. I/We certify that the tender document contains _____(____) pages downloaded in the exact form published by UIDAI. No alterations and additions have been made in it to the best of my/our knowledge.

**SIGNATURE OF BIDDER
WITH SEAL**

Annexure A

FORM OF CONTRACT:

AGREEMENT

This Agreement (hereinafter called the “contract”) is made the day of the month of, 2012, between **THE PRESIDENT OF INDIA ACTING THROUGH THE DEPUTY DIRECTOR GENERAL, UNIQUE IDENTIFICATION AUTHORITY OF INDIA, REGIONAL OFFICE, 3rd Floor, Khanija Bhavan, South Wing, #49, Race Course Road, Bangalore – 560 001**, (hereinafter called the “EMPLOYER”) which expression shall unless repugnant to the context or meaning thereof, mean, include and be deemed to include its successors, administrators, authorized representatives and permitted assignees of the one part

AND

M/S (hereinafter called the “CONTRACTOR”) which expression shall unless repugnant to the context or meaning thereof, mean, include and be deemed to include its successors, administrators, authorized representatives and permitted assignees, of the other part .

WHEREAS the EMPLOYER invited tenders for scanning and digitization of Document (10 cms x 23 cms both the sides) (hereinafter called the “Services”) and whereas the said CONTRACTOR, having represented to the Employer that it has the required professional skills, and personnel and technical resources and submitted tender for the said work. Whereas such tender has been accepted and the contractor has provided Bank Guarantee (No.....) to the EMPLOYER for a sum of RUPEES ONLY (Rs.....) as security for the fulfilment of this Agreement.

WHEREAS the CONTRACTOR has agreed to provide the Services on the terms and conditions set out in Tender No.03/UIDAI/RO/BLR/2012-13 dated..... at a value as per the Commercial Bid submitted in response to the said tender

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. The EMPLOYER shall pay the CONTRACTOR such other sums as shall become payable hereunder at the end in the manner specified in the said conditions. The invitation and notice of tender, tender agreement, acceptance of tender, letter of intent, pre-agreement correspondences, work order and general conditions together with summary shall be read forming part of this agreement and parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their part respectively as contained in the above mentioned documents.
2. The contractor has accepted the contract on the terms and conditions set out in the tender notice No..... which shall hold good during period of this agreement. Refund of security deposit shall be based on the timelines, terms and conditions and after deducting there

from any sum due by the contractor to the Employer but without interest as has been specified in the Tender and shall form a part of the contract.

3. This agreement shall remain in force until the expiry of twelve (12) months from the date of entering into the contract but the Employer may cancel the contract at any time upon giving one month's notice in writing without compensating the contractor.

4. In witness whereof the said Contractor hath set his hand hereto and the Employer has affixed his hand and seal thereto the day and year first above written.

5. All terms and conditions as specified in the Tender, clarifications issued and corrigendum issued in regards to the Tender No..... as has been mentioned above in the document shall stand in force unless has been expressly agreed to in writing by both the parties.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender.

2) The following documents which are annexed to this agreement should be deemed to form and read and construed as an integral part of this agreement *viz.*,

- i. Tender Notice / Bid Document,
- ii. General Instructions and Tender conditions;
- iii. General conditions of contract;
- iv. Bid of the CONTRACTOR;
- v. Letter of Intent dated..... ;
- vi. Acceptance of the LoI dated by the CONTRACTOR;

3) The EMPLOYER has received a sum of Rupeesonly (Rs.....) towards performance of contract in the form of Bank Guarantee (BG No..... dated..... issued byBank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with their respective laws as of the day and year first above written.

Signed, Sealed and Delivered for and on behalf of M/s.	Signed, Sealed and Delivered for and on behalf of the President of India acting through the Deputy Director General, Unique Identification Authority of India, Regional Office, Bangalore.
Signed:	Signed:
Name:	Name:
Designation:	Designation:
Date:	Date:
Place:	Place:

In the presence of:

Signed:	Signed:
Name:	Name:
Designation:	Designation:
Date:	Date:
Place:	Place:

Annexure B

Format of Bank Guarantee

Dear Sirs,

Guarantee No. _____
Amount of Guarantee _____
Guarantee cover from _____
Last date for lodgement of claim _____

This Deed of guarantee executed by the (Name of Bank) having its Central Office at and amongst other places, a Branch at _____ (hereinafter referred to as 'the Bank') in favour of _____ (hereinafter referred to as 'the Beneficiary ') for an amount not exceeding Rs. _____ (Rupees _____) at the request of _____ (hereinafter referred to as 'the Contractor/s').

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of _____ (Rupees _____) and the Guarantee shall remain in full force up to _____ (Date of expiry) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before the _____ (last date of the claim)

(On a non-judicial stamp paper of appropriate value)

BANK GUARANTEE FOR CONTRACT PERFORMANCE

Ref :
Bank Guarantee No. :
Date :
Amount of Guarantee :
Guarantee cover from :
Last date for lodgement of claim :

To

**The Deputy Director General,
 Unique Identification Authority of India,
 Regional Office, Bangalore,
 No.49, Khanija Bhavana, Race Course Road,
 BANGALORE - 560 001.**

1. In consideration of the President of India, acting through the Deputy Director General, Unique Identification Authority of India, Regional Office, No.49, Khanija Bhavan, Race Course Road, Bangalore - 560 001 (hereinafter called "THE EMPLOYER", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees, having awarded in favour of M/s, hereinafter referred to as the CONTRACTOR, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees, a contract for providing interior works including partitions, flooring, false ceiling & civil works, furniture and electrical / AC works, etc. at UIDAI, Regional Office, Bangalore, hereinafter referred to as the "CONTRACT" for a contract price of Rs..... on terms and conditions set out *inter alia*, in the EMPLOYER's Tender Notification dated and the same having been unequivocally accepted by the CONTRACTOR and the CONTRACTOR having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire "CONTRACT" including the warranty obligations / liabilities under the contract equivalent to 5% of the said value of the Contract if any, to the EMPLOYER amounting to Rs..... (Rupees only) as Contract Security in the form of a Bank Guarantee.

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE, AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at _____ and local office at _____, India have agreed to issue the PERFORMANCE GUARANTEE.

THEREFORE WE (Name of the issuing Bank) through our local office at _____ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs..... (Rupees only) an amount equivalent to 5% (Five *per cent*) of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs..... (Rupees only) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs..... (Rupees only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors notwithstanding any other security or guarantee that it may have in relation to the CONTRACTOR`s liabilities, in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein:

- i. Our liability under this guarantee shall not exceed of Rs..... (Rupees only);
- ii. This guarantee shall be valid up and;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand on or before

We have the power to issue Performance Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute Performance Guarantee under the Power of Attorney to him by the Bank.

Dated this _____ day of _____ 2012.

For and on behalf of

SIGNATURE _____

BRANCH MANAGER

BANK'S COMMON SEAL

ADDRESS:

PLACE:

DATE:

WITNESSES:

1. (Signature with name in Block letters and with designation and Staff Code No.)

2. (Signature with name in Block letters and with designation and Staff Code No.)

Annexure C**FORM OF NON-DISCLOSURE AGREEMENT:****NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into on the day of the month of, 2012, between **THE PRESIDENT OF INDIA ACTING THROUGH THE DEPUTY DIRECTOR GENERAL, UNIQUE IDENTIFICATION AUTHORITY OF INDIA, REGIONAL OFFICE**, 3rd Floor, Khanija Bhavan, South Wing, #49, Race Course Road, Bangalore – 560 001, (hereinafter called the "DISCLOSING PARTY") which expression shall unless repugnant to the context or meaning thereof, mean, include and be deemed to include its successors, administrators, authorized representatives and permitted assignees of the one part

AND

M/S (Hereinafter called the "RECEIVING PARTY") which expression shall unless repugnant to the context or meaning thereof, mean, include and be deemed to include its successors, administrators, authorized representatives and permitted assignees, of the other part .

WHEREAS the DISCLOSING PARTY invited tenders for scanning and digitization of Document (10 cms x 23 cms both the sides) (hereinafter called the "Services") and whereas the said RECEIVING PARTY, having represented to the Employer that it has the required professional skills, and personnel and technical resources and submitted tender for the said work. Whereas such tender has been accepted and in connection with the execution of the said work , confidential information of the DISCLOSING PARTY may become available to the RECEIVING PARTY.

WHEREAS, the DISCLOSING PARTY desires to prevent the unauthorized use and disclosure of its confidential information and the RECEIVING PARTY agrees to prevent such unauthorized use.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, receipt of which is hereby acknowledged, both the parties agree as follows:

- I. **"Confidential Information"**: For purposes of this Agreement, Confidential Information shall mean information relating to residents and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the execution of the work, which is not generally available to the public.
- II. **Non-disclosure Obligations**: The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:
 - A. to protect and safeguard the confidential information against unauthorized use, publication or disclosure;

- B. not to use any of the confidential information except for the execution of the work.
 - C. not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the confidential information.
 - D. to restrict access to the confidential information to those of its officers, directors, and employees who clearly need such access to carry out the work.
 - E. to advise each of the persons to whom it provides access to any of the confidential information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the disclosing party, any of the confidential information, and, upon request of the disclosing party, to provide the disclosing party with a copy of a written agreement to that effect signed by such persons.
 - F. to comply with any other reasonable security measures requested in writing by the disclosing party.
 - G. to refrain from directly contacting or communicating by whatsoever means to the source(s) of information.
 - H. to undertake not to disclose any names and their particulars to third parties.
- III. **Return of Confidential Information:** The Receiving Party agrees, upon termination of the Services or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the confidential information.
- IV. **No Right to Confidential Information:** The receiving party hereby agrees and acknowledges that no permission, either express or implied, is hereby granted to the receiving party by the other Party to use any of the confidential information.
- V. **Losses:** The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.
- VI. **Communication:** The two parties agree that the communication between the parties is considered delivered and reached other party if transmitted by fax or electronic means with proof of sending machine. The date of receiving the messages, notices or letters is the date of sending authenticated by the sending machine. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, postpaid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below.
- VII. **Term and Termination:** This Agreement shall commence on the date first written above. the receiving party's right to use the confidential information in connection with the execution of work shall continue in effect until the period of one year from the date above or the other party provides the receiving party with written notice of termination of such right, whichever is earlier.
- VIII. **Remedies:** The receiving party understands and acknowledges that any disclosure or misappropriation of any of the confidential information in violation of this agreement

may cause the disclosing party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the disclosing party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the disclosing party shall deem appropriate. Such right of the disclosing party shall be in addition to remedies otherwise available to the disclosing party at law or in equity.

- IX. **Entire Agreement:** This Agreement embodies the entire understanding between the parties respecting the subject matter of this agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this agreement. This agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. Should any provisions of this agreement be found unenforceable, the remainder shall still be in effect.
- X. **No Waiver:** The failure of either party to require performance by the other party of any provision of this agreement shall in no way effect the full right to require such performance at any time thereafter.
- XI. **Successors and Assigns:** neither shall any party have any right to assign its rights under this agreement, whether expressly or by operation of law, without the written consent of the other party. This agreement and the party's obligations hereunder shall be binding on their representatives, permitted assigns, and successors of the parties and shall ensure to the benefit of representatives, assigns and successors of the parties.
- XII. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of India.
- XIII. **Attorneys' Fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to attorneys' fees.
- XIV. **Modification:** This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.
- XV. **Legal Address of the Parties:**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with their respective laws as of the day and year first above written.

Signed, Sealed and Delivered for and on behalf of M/s.	Signed, Sealed and Delivered for and on behalf of the President of India acting through the Deputy Director General, Unique Identification Authority of India, Regional Office, Bangalore.
Signed:	Signed:
Name:	Name:
Designation:	Designation:
Date:	Date:
Place:	Place:

In the presence of:

Signed:	Signed:
Name:	Name:
Designation:	Designation:
Date:	Date:
Place:	Place: