

**REQUEST FOR PROPOSAL
FOR
TOLL FREE NUMBER (1947) & ALLIED SERVICES
FOR CONTACT CENTER OF UIDAI**

Headquarters
Unique Identification Authority of India
Ministry of Electronics & Information Technology
Government of India
Bangla Sahib Road,
Behind Kali Mandir, Gole Market
New Delhi - 110001

RFP : F.No. 14014/36/2018-Logistics-CRM

Dated:21.12.2018

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SECTION-I: INVITATION TO BID AND INTRODUCTION

PART-I: INVITATION TO BID

1. The Chief Executive Officer, Unique Identification Authority of India (UIDAI) invites online proposal from reputed and reliable Telecommunication operators for providing Toll Free Number and allied services to short code 1947 for “Contact Center” of UIDAI.
2. Bidders are advised to study the Bid document carefully. Online Submission of bid shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in Section II should be submitted online only through Central Public Procurement Portal (CPPP) website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down in Data Sheet in Part II of Section II of RFP. Bidders are advised to follow the instructions provided in the ‘Instructions to Bidders’ for the e-submission of the bids online through the CPPP for e-Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned and uploaded.
3. **Manual bids shall not be accepted**
4. Bidder shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with UIDAI.
5. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance ill father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
6. Intending bidders are advised to visit again UIDAI website www.uidai.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum/addendum/amendment.
7. The Hard Copy of original instruments in respect of earnest money and original copy of affidavits must be delivered at the address as mentioned in the Data Sheet (Part II of Section-II of RFP). Bid will be rejected in case of non-receipt of original payment instrument like Fixed Deposit Receipt or any other accepted instrument etc. against the submitted bid.

8. Bids will be opened as per date/time as mentioned in the Data Sheet of Part II of Section II of the RFP. After online opening of Pre-Qualification the results of their evaluation as well date of Price-Bid opening will be intimated later.
9. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>
10. The Purchaser shall not be responsible for non-receipt/non-delivery of the Bid documents due to any reason whatsoever.
11. The Request for Proposal consists of 5 Sections as mentioned below:

Section I Invitation to Bid and Introduction
Section II Instructions to Bidders
Section III Scope of Work and SLAs
Section IV General & Special Conditions of Contract
Section V Annexure and Appendices
12. The response to the RFP should be uploaded on or before the date and time specified in the schedule for RFP in Data Sheet (Part II of Section-II).
13. The UIDAI reserves the right to reject any or all the Bids in whole or part without assigning any reasons.
14. This “Invitation to Bid” is non-transferable under any circumstances.
15. Address for Communication:

**“RFP FOR TOLL FREE NUMBER (1947) & ALLIED SERVICES FOR CONTACT
CENTER OF UIDAI”**

Assistant Director General- Logistics

Headquarters - Unique Identification Authority of India

6th Floor, Bangla Sahib Road,

Behind Kali Mandir, Gole Market

New Delhi – 110 001

PART-II: INTRODUCTION

1. The Unique Identification Authority of India (UIDAI) is a statutory authority established under Section 11 of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 ("Aadhaar Act 2016") on 12 July, 2016 by the Government of India, under the Ministry of Electronics and Information Technology (MeitY).
2. Prior to its establishment as a statutory authority, UIDAI was functioning as an attached office of the then Planning Commission (now NITI Aayog) vide its Gazette Notification No. A-43011/02/2009-Admn I) dated 28th January 2009. Later on 12 September 2015 the Government revised the Allocation of Business Rules to attach the UIDAI to the Department of Electronics and Information Technology (DeitY) of the then Ministry of Communications and Information Technology.
3. UIDAI was created with the objective to issue Unique Identification numbers (UID), named as "Aadhaar", to all residents of India that is (a) robust enough to eliminate duplicate and fake identities, and (b) can be verified and authenticated in an easy, cost-effective way. The first UID number was issued on 29 September 2010 to a resident of Nandurbar, Maharashtra. The Authority has so far issued more than 122 crore Aadhaar numbers to the residents of India.
4. Under the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016, UIDAI is responsible for Aadhaar enrolment and authentication, including operation and management of all stages of Aadhaar life cycle, developing the policy, procedure and system for issuing Aadhaar numbers to individuals and perform authentication and also required to ensure the security of identity information and authentication records of individuals.
5. The Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and rules and regulations made there under (available at the link<http://www.uidai.gov.in>) provide for good governance, efficient, transparent and targeted delivery of subsidies, benefits and services, the expenditure for which is incurred from the Consolidated Fund of India, to all residents of the country, through assigning unique identity numbers called Aadhaar numbers, thereby providing a legislative backing for Aadhaar.
6. Department of Telecommunications, Ministry of Communications & IT vide its letter No. 16-3/09-AS.III/Vol.III/1186 dated 02.11.2010 had allotted the short code '1947' to UIDAI (Unique Identification Authority of India). This is a metered (Called Party Pays) service and toll free for calling subscribers. Further '1947' is Category-I service and of unrestricted accessibility (i.e. available on STD also).The number is being utilized by UIDAI for its 'Contact Center' which is being operated by the service provider engaged

for the purpose. This Request for Proposal document is intended to invite bids from reputed and reliable telecommunication operators for providing Toll Free Number with “1800” as a prefix and “1947” as suffix i.e. 1800-XYZ-1947, services to short code 1947 and other services like PRI Lines for the use of ‘Contact Center’ of UIDAI.

7. The IVRS/ACD will be provided and managed by UIDAI via its Data Centre/s. The bidders are required to quote the prices for providing toll free number, services to short code and all allied services only. For details refer to Section-III of RFP.

PART-III: GLOSSARY AND ACRONYMS

A. Glossary of Terms

1. **The Aadhaar Act, 2016**-means Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016
2. **Aadhaar** – “Aadhaar number” means an identification number issued to an individual under sub-section (3) of section 3 of Aadhaar Act, 2016;
3. **Authority** – “Authority” means the Unique Identification Authority of India established under sub-section (1) of section 11 of Aadhaar Act, 2016
4. **Biometric Information** – Means photograph, finger print, Iris scan, or such other biological attributes of an individual as may be specified by regulations.
5. **De-duplication** – The process of using the Demographic and Biometric data collected from an enrollee to check against existing Aadhaar data so as to avoid duplicate enrolments.
6. **Demographic Information (data)** – includes information relating to the name, date of birth, address and other relevant information of an individual, as may be specified by regulations for the purpose of issuing an Aadhaar number, but shall not include race, religion, caste, tribe, ethnicity, language, records of entitlement, income or medical history;
7. **Enrolment** – Refers to the exercise of collection of demographic data after verification, collection of biometrics, and the allocation of the UID number after de-duplication.
8. **Resident** –as defined in Aadhaar Act, 2016 Resident means an individual who has resided in India for a period or periods amounting in all to one hundred and eighty two days or more in the twelve months immediately preceding the date of application for enrolment.
9. The term ‘Tender’ and ‘RFP’ has same meaning in the document.

B. Acronyms

1. **DC** – Data Centre ,UIDAI
2. **SoW** – Scope of Work
3. **SLA** –Service Level Agreement
4. **IVRS** - Interactive Voice Response System
5. **UIDAI** – Unique Identification Authority of India.
6. **ACD** - Automatic Call Distributor
7. **TSP** –Telecom Service Provider
8. **SP** – Service Provider
9. **PSTN** - Public Switched Telephone Network
10. **PRI** – Primary Rate interface
11. **SS7**- Signaling System 7
12. **SIP** – Session initiated Protocol
13. **CCF** –Contact Centre Firm
14. **TFN** –Toll Free Number

SECTION-II: INSTRUCTIONS TO BIDDERS

PART-I: GENERAL:

<p>1.Definitions</p>	<p>(a) “The Aadhaar Act 2016” shall mean the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the regulations made thereunder.</p> <p>(b) “Bid” means the Financial Proposal consisting of documents as stipulated in this RFP.</p> <p>(c) “Bidder” means any entity that may provide or provides the Services to the Purchaser under the Contract.</p> <p>(d) “Instructions to Bidders” (Section II of the RFP) means the document which provides interested Bidders with all information required to prepare their bids. This document also details out the eligibility criteria and process for the selection of the Service Provider.</p> <p>(e) “CPP Portal” means the Central Public Procurement Portal of Government of India which facilitates all the Central Government Organizations to publish their Tender Enquiries, Corrigendum and Award of Contract details and facilitate e-tendering.</p> <p>(f) “Service Provider” means the Bidder/s that has been selected by the Purchaser for execution of the services</p> <p>(g) “Purchaser” means, “Unique Identification Authority of India” (UIDAI) with which the selected Bidder signs the Contract for the Services.</p> <p>(h) “Scope of Work” (SoW) explains the objectives, scope of work, activities, tasks to be performed and the respective responsibilities of the Purchaser and the Service Provider. It also includes the Service Level Agreement (SLA). A complete elaboration is available in Section III of the RFP.</p> <p>(i) “Standard Contract” means the Annexure-III of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Service Provider.</p> <p>(j) “Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder’s team by virtue of this Contract that is by its nature confidential or by the circumstances in which it is</p>
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	<p>disclosed confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.</p> <p>(k) "Sub-Contractor" means any person or persons or firm/company or their legal representatives, successors, assignees to which part of contract has been sublet by the successful bidder after necessary consent of UIDAI.</p> <p>(l) "Toll Free Number and allied services" means the Toll Free Number provided by the Telecom Service Provider and other services related to TFN and services to short code 1947"</p> <p>(m) "Connect Minutes" is defined as aggregated connect minutes obtained after aggregating duration of individual calls (inbound/outbound) in seconds divided by 60.</p>
<p>2. Procedure for Submission of online Bids on CPP Portal</p>	<p>i) The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificate. The instructions given below are meant to assist the bidders in registering on the CPP Portal, preparing their bids in accordance with the requirements and submitting their bids online on the CPP Portal.</p> <p>ii) More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app</p> <p>1. Registration</p> <p>i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.</p> <p>ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p> <p>iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</p> <p>iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by Controller of Certifying Authorities (e.g. Sify / TCS / nCode / eMudhra</p>

	<p>etc.), with their profile.</p> <p>v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC to others which may lead to misuse.</p> <p>vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.</p> <p>2. Searching for tender document</p> <p>i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.</p> <p>ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.</p> <p>iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.</p> <p>3. Preparation of bids</p> <p>i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.</p> <p>ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of packets in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p>iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. However,</p>
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	<p>bidder must ensure that the document submitted are legible.</p> <p>iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.</p> <p>4. Submission of bids</p> <p>i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to any issues. The system will not permit submission of documents beyond the deadline.</p> <p>ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.</p> <p>iii) Bidder has to select the payment option as “offline” to pay the EMD as applicable and enter details of the instrument.</p> <p>iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, so as to reach latest by the last date and time of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.</p> <p>v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard Bill of Quantities (BoQ) format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.</p>
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	<p>vi) The server time (which is displayed at the top of the tender site on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p>vii) As per CPP Portal, all the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the Secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. These instructions are available CPPP website at link https://eprocure.gov.in</p> <p>viii) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.</p> <p>ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p> <p>5. Assistance to bidders</p> <p>i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.</p> <p>ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.</p>
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3.General	<ul style="list-style-type: none"> i) All the provisions listed out in the Request for Proposal (RFP) issued by the UIDAI shall be binding upon the participating bidders of this RFP. ii) UIDAI will select Service Providers, in accordance with the method of selection as detailed in Part-IV of Section-II “Selection Process”. iii) The detailed scope of the assignment/job has been described in the Scope of Work in Section III of RFP. iv) The date, time and address for submission of the bid have been given in Data Sheet at Part II of Section-II of RFP. v) Interested Bidders are invited to upload the documents for Pre-Qualification and Financial Bid, strictly as per Part V of Section II – “Instructions on Bid Preparation and document Checklist”. vi) The Purchaser is not bound to accept any or all the bids, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.
3.1 Only one Bid	A Bidder shall upload only one Financial Bid. If a Bidder submits or participates in more than one bid, such bids shall be disqualified.
3.2 Bid Validity	The Part II of Section-II ‘Data Sheet’ indicates the period for which the Bidders’ Bid must remain valid after the submission date.
3.3 Consortium	Bids received from Consortiums will be rejected. Subcontracting of any work resulting from the tender is not allowed, except where the RFP explicitly allows for the bidder to enter into a contract with a third party.
3.4Tenure of Contract	<ul style="list-style-type: none"> i) The tenure of the Contract shall be as specified in ‘Data Sheet’ at Part-II of Section-II. ii) Extension of the contract: The contract may be extended as specified in ‘Data Sheet’ at Part-II of Section-II. iii) Termination of the contract: Notwithstanding the allocation of the volume of work during the Contract period and/or tenure of Contract, the UIDAI reserves the right to terminate the contract without prejudice or liability after giving notice as stipulated in GCC and SC.

4. Clarification and Amendment of RFP Document	<ul style="list-style-type: none"> i. Bidders may request a clarification in the RFP document up to the number of days indicated in 'Data Sheet', before the bid submission date. Any request for clarification must be sent by standard electronic means to the Purchaser as indicated in the Data Sheet (Part-II, Section II). ii. At any time, before the submission of Bids, the Purchaser may amend the RFP by issuing an addendum/corrigendum in writing or by standard electronic means/News papers/UIDAI Website. The addendum/corrigendum issued shall be binding on all Bidders.
5. Preparation of Financial bid	<ul style="list-style-type: none"> i) The preparation of the Financial Bid as well as all related correspondence exchanged by the Bidders and the Purchaser shall be in English. ii) The Financial Bid shall be prepared using the attached Standard Form as in BOQ (MS Excel format), Annexure-I and Annexure-II. It shall include all costs associated with the Service/Assignment. The financial bid shall not include any conditions attached to it. Any such conditional financial bid shall be summarily rejected. iii) The Financial Proposal/Commercial bid format as in Annexure-II of Section V is also provided as BOQ_XXXX.xls along with this tender document at https://eprocure.gov.in/eprocure/app Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, bid will be rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI. In case of discrepancy between the BOQ and Annexure-II of RFP, BOQ will prevail.
6. Taxes	<ul style="list-style-type: none"> i) The Bidder may be subject to taxes, such as, but not limited to GST, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. Bidders shall mention all such taxes in quoted cost in the financial bid separately as per the format provided. ii) Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs 00.00) exclusive of taxes. iii) The SP shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred on the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever after submission of Bid by the Bidder, the same shall be passed on to the Purchaser or SP respectively. Bidder shall provide the cost of the services and all applicable taxes separately as per the format provided in the RFP

7. Earnest Money Deposit (EMD)	<ul style="list-style-type: none"> i) An EMD of the value as specified in the 'Data Sheet' may be deposited in the form of Bank Guarantee or Fixed Deposit Receipt in favour of "Unique Identification Authority of India" payable at New Delhi. ii) EMD in the form of Bank Guarantee or Fixed deposit receipt will also be accepted from any of the commercial banks. The Bank Guarantee or Fixed deposit receipt may be addressed to the 'Unique Identification Authority of India, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110 001. The Bank Guarantee or Fixed deposit Receipt should be valid for 45 days beyond bid validity period from the last date of submission of the online bids. The hard copy of the original instrument in respect of EMD must be delivered at the address as mentioned in Data Sheet (Part II of Section-II of RFP) on or before bid opening date and time as specified. Bid will not be accepted if original payment instrument against the submitted bid are not reached by the specified date and time. iii) The Micro and Small Enterprises (MSE) as defined in MSE Procurement Policy of Department of Micro, Small and Medium Enterprises or who are registered with the Central Purchase Organisation, or with the Ministry of Electronics and Information Technology (MeitY), or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from submission of EMD. Such Bidders must furnish a valid certificate in this regard along with the bid. iv) Bids not accompanied by EMD shall be rejected as non-responsive. v) No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit. vi) The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder. vii) Non compliance of given clauses by successful bidder shall constitute sufficient grounds for the annulment of award and forfeiture of EMD, in which event UIDAI may award contract to the next lowest evaluated bidder or invite fresh bids.
7.1 Forfeiture of EMD	<p>The entire EMD shall be forfeited by the Purchaser in the following events:</p> <ul style="list-style-type: none"> i) If Bidder withdraws its bid during the validity period or any extension agreed by the Bidder thereof. ii) If the Bidder varies or modifies its proposal in a manner not acceptable to

	<p>the Purchaser after opening of Bid during the validity period or any extension thereof.</p> <p>iii) If the Bidder tries to influence the evaluation process.</p> <p>iv) If the Bidder/s selected as 'Service Provider/s' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).</p>
8.Tender Fees	<p>Tender Fee is waived off as per GFR 2017 guidelines.</p>
9. Performance Security	<p>i) The selected Bidder shall be required to furnish a Performance Security equivalent to 10% of the assessed project value of the contract for the bidder estimated on the basis of finalized rates in the form of an unconditional and irrevocable Bank Guarantee or Fixed deposit receipt from a scheduled commercial bank in India in favour of Unique Identification Authority of India' for the entire period of contract with additional 90 days claim period.</p> <p>ii) Performance Security in form of Bank Guarantee or Fixed deposit receipt shall be submitted by the successful bidder within 15 days of notification of Award of contract but before the signing of the contract.</p> <p>iii) The successful bidder has to renew the Bank Guarantee or Fixed Deposit Receipt on same terms and conditions for the period of extension of contract including claim period. Performance Security would be returned after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the Contract. On submission of this Performance Security as Bank Guarantee or Fixed deposit receipt and after signing of the contract, Performance Security submitted towards EMD would be returned in original.</p>

10.Submission, Receipt and Opening of Bids	<ul style="list-style-type: none"> i) An authorized representative of the Bidder shall initial/sign all pages of the original Financial Bid before uploading on CPPP website. The authorization shall be in the form of a written power of attorney or board resolution in the name of the authorized signatory accompanying the Financial Bid demonstrating that the representative has been duly authorized to sign. ii) For instructions on bid preparation and checklist of documents required for bid submission. please refer Part-V of Section-II. iii) Bids shall be submitted online only at CPPP website: http://eprocure.gov.in/eprocure/app not later than the time and the date indicated in the Data Sheet, or any extension to this date by the purchaser Any bid received by the Purchaser after the deadline for submission shall not be considered.
11. Right to Accept/ Reject the Bid	<p>The Purchaser reserves the right to accept or reject any Bid and to annul the RFP process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicants(s) of the grounds for such decision. The purchaser reserves the right to reject incomplete or incorrect bids.</p>
12. Public Opening and Evaluation of Financial Bids	<ul style="list-style-type: none"> i) Financial bids shall be opened on the date & time specified in the Schedule. ii) The Purchaser reserves the right to correct any computational errors. If there is a discrepancy between the unit cost and total cost(unit cost multiplied by volume), unit cost will be considered as final number and also in case of discrepancy between words and figures, words will be considered as final figure. iii) Award of contract to the qualified bidder will be done as per the process defined in Part-IV of section-II.
13. Disqualification	<p>Purchaser has the sole discretion to disqualify any applicant and at anytime during the evaluation of application, if the applicant:</p> <ul style="list-style-type: none"> i) Submitted the application after the response deadline: ii) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements; iii) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding three

	<p>years.</p> <p>iv) Submitted an application that is not accompanied by required documentation or is non-responsive;</p> <p>v) Failed to provide clarifications related thereto, when sought;</p> <p>vi) Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;</p> <p>vii) Was declared ineligible /blacklisted by the Government of India/State/UT Government.</p> <p>viii) Is in litigation with any Government in India.</p>
14. Award of Contract	<p>i) The Purchaser shall issue a 'Letter of Intent' to the selected Bidder after acceptance of work plan.</p> <p>ii) The Bidder will sign the contract within 15 days from the issue of 'Letter of Intent.'</p> <p>iii) The Bidders are expected to commence (In-bound and Outbound services) within 28 days of signing the Contract. In case the winning Bidder fails to start the assigned work within 28 days of signing of Contract. In case the winning Bidder fails to start the assigned work thing 28 days of signing of Contract, the purchase shall impose penalty. The Purchaser may also cancel the award of work to the lowest bidder and negotiate with the next lowest bidder, as the case may be, for award of work.</p>
15. Termination of Contract	<p>Notwithstanding the duration of the contract/ allocation of volume of work, the termination of the Contract is subject to the conditions as stipulated in General Conditions of Contract.</p>

PART-II: DATA SHEET

Paragraph Reference	Details
1	<p>Name and Details of Purchaser: The Chief Executive Officer, Headquarters - Unique Identification Authority of India 9th Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market New Delhi – 110 001</p>
2	<p>The Bid supporting submission address is:</p> <p>“RFP FOR TOLL FREE NUMBER (1947)& ALLIED SERVICES FOR CONTACT CENTER OF UIDAI” Assistant Director General - Logistics 6th Floor, Headquarters - Unique Identification Authority of India Bangla Sahib Road, Behind Kali Mandir, Gole Market New Delhi – 110 001</p> <p>(The Hard Copy of original instruments in respect of tender document, earnest money must be delivered to the above address on or before bid opening date/time as per the procedure defined in Part-V of Section-II and as specified in Schedule provided in the Data Sheet.)</p>
3	Bids must remain valid for 180 days after the closing date of bid.
4	<p>Tenure of Contract:</p> <p>The contract shall be in force for Three years as mentioned in SC, subject to adherence to time lines/time frame and as per the terms and conditions of RFP.</p>
5	<p>Extension of Contract:</p> <p>The contract may be extended by a period of one year plus one year (up to Two years on ‘year on year’ basis or part thereof), subject to satisfactory performance by the Bidder, on the same rate, terms and conditions.</p> <p>Note : Performance of the Service provider shall be considered as “satisfactory” for extension of the contract ONLY if “SLA penalty “ levied during contract period does not exceed 8% of the Total contract Value executed at the time of consideration of the extension of the contract.</p>

6	Clarifications may be requested not later than the date defined in the Schedule. Clarifications may be e-mailed (only) to the following address: contactcenter@uidai.gov.in (The clarification will be given on the CPP website only). All email must have "Pre Bid queries: "RFP FOR TOLL FREE NUMBER (1947)& ALLIED SERVICES FOR CONTACT CENTER OF UIDAI"
7	Amount of EMD is Rs. 80 Lakh
8	Tender Fee is not applicable as per GFR, 2017
9	Performance Security will be 10% of the assessed project value of the contract
10	Schedule for RFP

S. No.	Activity	Date
1.	Date of issue of the RFP	21.12.2018
2.	Pre-Bid Conference (Venue: Conference Hall- 6th Floor, UIDAI HQ, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi-110001 (at 1100 hrs))	27.12.2018
3.	Last date for submission of written queries (Through email only) for clarification on Bid document (1700 hrs)	31.12.2018
4.	Date of issue of clarifications	08.01.2019
5.	Bid submission Start Date	10.01.2019
6.	Last Date of submission of Bids (upto 1500 hrs)	22.01.2019
7.	Opening of pre-qualification Bids (1500 hrs)	23.01.2019
8.	Opening of Financial Bids	Shall be intimated later

PART-III: ELIGIBILITY CRITERIA

The RFP intends to consider only those organizations that have the requisite capability and competency, expertise in telecom sector to address the requirements of this project -and to provide the proposed services.

Evaluation of Pre-qualification criteria will be as per the information/response provided by the bidders against Pre-qualification criteria along with the relevant supporting documents.

Important: Those service providers who do not qualify Pre-Qualification Criteria(S) will not be considered for any further processing and are liable to be rejected.

TABLE 1. CRITERIA FOR PRE-QUALIFICATION

1	Name of the Bidder	
2	Mailing address	
3	Telephone and Fax Number	
4	E-mail address	
5	Name and designation of the person authorized to make commitments to UIDAI (Certificate of Authority to be provided)	
6	Year of establishment of firm	
7	Other financial activities of the firm/ company	

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
1	Company registered in India under the Companies Act 1956/Companies Act, 2013 to provide telecom services. (*a)	Copy of Certificate of Incorporation/Registration in the name of the bidder active as on the date of bidding.		
2	The Bidder's Average annual turnover should be at least Rs 200 crore (Rupees Two Hundred Crore only) within India only, during the previous three financial years (2015-2016, 2016-2017 & 2017-	Certified copies of audited financial statements & annual report for the immediately preceding three financial years i.e. , 2015-2016, 2016-2017 & 2017-18		

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
	18).(*a)			
3	Should not have defaulted on way defaulted on any bank/institutions loan in the past.	Certification by the Authorized signatory of the Company		
4	Should have filed income tax returns for the three financial years, (2015-2016, 2016-2017 & 2017-18).(*a)	Certified copies of the ITRs filed by the entity for the immediately preceding three financial years i.e., (2015-2016, 2016-2017 & 2017-18).		
5	The bidder should not be blacklisted or debarred or banned from participating or carrying out business with the UIDAI or the Ministry of Electronics & IT or the entire Central Government at the time of the submission of the bid. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder.	Undertaking/Certificate from the whole-time Company Secretary or Authorized signatory of the Company.		
6	The company should have been in existence for at least three complete financial years. (*a)	Certification by the Authorized signatory of the Company.		
7	The Company is willing to provide a Toll Free Number and allied service related to Toll free ,services to the Short code '1947' and other services that meet the general and technical requirements specified in the Scope of Work in Section-III.	Certification by the Authorized signatory of the Company.		

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
8	The bidder must have valid registration for service Tax, ESI &EPF, GSTIN etc.	Certificate from whole-time company secretary or Authorized signatory of the bidder .		
9	Annual Reports for the last three Financial years.(*a)			

(*a) In case bidder is the result of amalgamation /merger /acquisition /takeover /buy/purchase of business or operation from another entity, at-least one of companies should satisfy the criteria as mentioned in table above.

Note: Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the CS/authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

PART-IV: SELECTION PROCESS

1. EVALUATION OF PROPOSALS:

The evaluation of the proposal will be done in 2 parts:

1.1 Preliminary Scrutiny: Each proposal will be scrutinized by a Screening Committee of UIDAI to determine whether the documents have been properly signed by authorized representative of the bidder, all relevant papers submitted and the proposal are in order. Proposals not conforming to such requirements will be prima facie rejected.

1.2 Pre-Qualification: The minimum qualifying criteria mentioned in Table-1 at Part-III of Section-II will need to be met to be considered for opening of Financial Bid. .

2. SELECTION OF FIRMS:

- 2.1 The Financial Bids of only the 'Qualified Bidders' "will be opened.
- 2.2 Bids received will be arranged from Lowest Cost (L1) to highest cost.
- 2.3 The lowest rate L1, received from a qualified bidder will be treated as the "Discovered Rate".
- 2.4 The UIDAI reserves the right to call for a second bid process to select a firm for execution of the project.

PART-V: INSTRUCTIONS ON BID PREPARATION AND DOCUMENTS CHECKLIST:

1. ONLINE BIDS SUBMISSION PROCESS

1.1 The bids (Complete in all respect) shall be submitted Online and must be uploaded on <https://eprocure.gov.in/eprocure/app> in two packets i.e. Two Bid system (Pre-qualification bid and commercial bid), and bidder must follow the procedure as detailed in the Part-I (General) of Section II.

1.2 The bid shall be submitted online, the signed and scanned copy of all the required documents in –

(a) Packet-1 having 1 part, viz.

Part I – Pre-qualification sheets (Checklist with Y/N as mentioned in the Table-1 of Part-III Under Section II) + copy of list of documents submitted as per Annexure (V) +copy of EMD

(b) Packet-2 having 2 parts, viz.

Part I - Financial Bid Submission (Covering letter for financial bid as per Annexure-I &II of Section V)

Part II - Schedule of price bid in the form of BOQ_XXXX.xls

- 1.3 All the pages of bid being submitted must be signed by the authorized signatory and sequentially numbered by the bidder irrespective of nature of content of the documents and must contain the list of contents with page numbers before uploading. All the files mentioned above should be in .PDF format except for the BoQ which should be .xls format.
- 1.4 The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
- 1.5 Original Instruments for EMD (as per Bank Guarantee Format in Appendix B) must be Submitted on or before the last date and time of submission of Bids to the address, date and time as mentioned in the Data Sheet (Part II of Section-II of RFP).

2. FINANCIAL BID FORMS

1. The bidder shall quote the '**Cost per Connect Minute**' for providing Toll Free Number and all other allied services related to TFN and short code 1947 as per the Scope of Work given in Section III which shall exclude all the statutory taxes, levies, duties etc. The above amount quoted shall be inclusive of all costs for providing other additional services specified in the 'Scope of Work'. The total cost quoted shall be inclusive of all incidental expenses. The 'Cost' should be exclusive of all taxes, such as, limited to GST, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract.
2. Bidder must quote only one **cost. Cost shall be provided** up to two decimal places.
3. Bidder shall also separately mention all the statutory taxes, levies, duties etc.

3. FINANCIAL BID COVERING LETTER

The Bidders shall submit online the Financial Bid Covering Letter as given in Annexure I of Section-V.

FINANCIAL COVERING FORM

The Bidders shall submit online the Financial Bid Form as given in Annexure-II along with covering letter as specified in Annexure-I. Financial Bids which are not submitted as per the Financial Bid Forms shall be summarily rejected. Any conditional bids shall also be summarily rejected during the evaluation of the financial bids.

CHECKLIST

S. No.	Category	Detailed description	Compliance (Yes/No)
1.	Pre-Qualification Criteria	Signed and scanned copy of List and Supporting Documents as per Table-1 of Part-III of Section II and Annexure V Earnest Money Deposit	
2.	Commercial Bid	Commercial bid filled out in the formats as specified in Annexure II (schedule of price bid in the form of BOQ XXX.xls) & Annexure I of Section-V.	

SECTION-III: SCOPE OF WORK

PART-I: DESCRIPTION OF SERVICES

1. PURPOSE AND BACKGROUND

Unique Identification Authority of India (UIDAI), is issuing this Request for Proposals to award a contract to procure a National Toll Free Number start with “1800” as a prefix and “1947” as suffix i.e. 1800-XYZ-1947, services to short code 1947 and other services like PRI Lines for the use of ‘Contact Center’ of UIDAI. This category-I short code (‘1947’) allotted to UIDAI by DoT. This Toll free number will be serviced by our Contact Center partner for any Aadhaar related queries and grievances.

After selection of a Telecom Service Provider through this RFP process, the Service Provider will be required to deliver the services as per the requirements, as detailed in this RFP document. The selected Telecom Service Provider (TSP) has to provide PRI Connectivity's (over SS7/SIP or latest technology compatible with UIDAI system).

(a) To both the UIDAI Data centers for **In-bound** calls.

UIDAI DATA CENTRE ADDRESSES

CA Site, No-1, NTI Layout, Rajiv Gandhi Nagar, Tata Nagar Entrance, Kodigehalli, Bangalore – 560092	Plot No.1, Sector M2, IMT, Manesar Gurgaon, Haryana – 122050
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Note: In future, UIDAI may plan to add or migrate to new data centre location(s). The selected TSP shall provide the required PRI connectivity's to UIDAI data centre location(s), at no extra cost to UIDAI.

(b) UIDAI's CCF locations for **Out-bound** calls. The current Contact centre location(s) for providing Outbound connectivity are:

- Pune
- Jamshedpur
- Kolkata
- Hyderabad

Note:

1.1 These CCF locations are indicative. List of final location will be shared with selected TSP.

1.2 During the contract duration TSP might be required to augment or shift the PRIs within UIDAI CCF Locations at no extra cost.

All the calls originating from all TSP Network and Public Switched Telephone Network (PSTN) for the Toll Free number (1947) will be routed to UIDAI's Data Centers which will be subsequently routed to the UIDAI's Contact Center partner for Customer Care service, if required. In case of failure of services from one Data centre of UIDAI, calls will be routed to the other data centre.

UIDAI has its own ACD and IVRS system to provide routing and IVRS based information. The Average number of connect minutes per month are expected to be services through the number is approximately.

Year	Year-1	Year-2	Year-3
Inbound connect minutes per month	130 Lakh	143 Lakh	157 Lakh
Outbound Connect minutes per month	13.0 Lakh	14.3 Lakh	15.7 Lakh

Note: The future call volumes are expected to vary depending upon different factors like increase in authentication & other services of UIDAI.

2. GENERAL REQUIREMENTS

2.1 The selected service provider shall provide necessary PRI lines, at no charge to the Purchaser, to the purchaser's Data Centre location listed above .

2.2 The selected service provider shall provide the required PRI connectivity's to both Data Centers.

2.3 All services offered shall be provided anywhere within the geographic boundaries of India.

2.4 Service areas include setup, installation and maintenance of all hardware including incoming & outgoing SS7/SIP (PRI) links & software component. It also includes manpower services, if any.

2.5 TFN Security and privacy aspects to be taken care as per applicable laws.

2.6 Adequate number of PRI lines /Links and hardware to be provisioned to handle Calls Traffic

2.7 All services shall be provided on a 24x7 basis

3. TECHNICAL REQUIREMENTS

At a minimum the following Toll Free service offerings shall be made available to the purchaser: - The selected service provider shall provide basic Toll Free (Non-Dedicated) Services, Dedicated Services and two-way services (Inbound & Outbound)- Toll free services is defined as the called party will pay for the charges of the call made, the toll free services may be of non-dedicated type i.e. UIDAI may desire to use the Toll Free service for a specific purpose which may be a temporary endeavor or it may be of dedicated type i.e. for any purpose as defined by UIDAI.

The selected service provider shall provide the following toll free features:-

Dialed Number Identification Service (DNIS)- Dialed Number Identification service (DNIS) is a service that the service provider needs to facilitate UIDAI that lets UIDAI determine which telephone number was dialed by a resident. This is useful in determining how to answer an inbound call.

Automatic Number Identification (ANI) – Automatic number identification (ANI) is a feature of a telecommunications network for automatically determining the origination telephone number. This helps determining the state where the call was originated to determine how to treat an inbound call. The same is required to be provided by the service provider, provides the Toll Free caller's phone number.

4. PROJECT TIMELINES

The Service Provider shall begin carrying out the Inbound/outbound Services not later than 28 days after signing of the Contract. The Selected Telecom Service Provider shall ensure co-ordination with all existing Telecom operator(s) for routing, mapping, and troubleshooting of TFN (1947). It is expected that selected TSP will complete the entire Transition in 12 weeks after signing of the contract. In case of delay in Commencement of services or Transition, SLA Penalty shall be applicable as defined in SLA section.

Note: During this transition period there may be a phase wise shift of call volume by UIDAI from existing service Provider to new on-boarded service provider. Similar transition approach shall be followed during end of the contract executed through this RFP.

5. REPORT REQUIREMENTS

5.1 PERFORMANCE REPORTS: - System generated reports must be provided by the selected service provider on daily, weekly and monthly basis, regarding services provided to the UIDAI, preferably online through a web portal with downloadable report format (Excel, Word, PDF, etc.).

The reports may be categorized in following types:

(a) Traffic utilization Reports.

MIS should support extensive and detailed Reporting. Any other relevant reports for TOLL FREE NUMBER services operation and performance measurement. The reports containing the information may be discussed later with the selected service provider.

5.2 CALL DETAIL REPORT: - The selected service provider shall submit by the 5th business day of each month, a call detail report to the purchaser, which shall include the following for each call:

Circle Name

Operator Name

On-net Traffic

Off-net Traffic

Calling number

Date and time

Duration of call (seconds)

Charge per call

Subtotal by Toll Free Number

Originating Number

These above fields in call detail report may be revised by the UIDAI on need basis.

5.3 TROUBLE (MAINTENANCE) REPORT: The selected service provider shall submit by the 5th business day of each month to the purchaser a report that lists at a minimum the following information:

Trouble Ticket Number

Name of Person/Division Reporting Trouble

Date and Time Received

Resolution

Restored Date and Time

Total Outage Time (detail should be clearly elaborated in Ticket raised)

Name of State Person/Division Accepting Restored Service.

5.4 OUTAGES

The selected service provider shall notify the purchaser two calendar weeks in advance by confirmed e-mail and/or letter of any planned service outages that may affect the purchaser's services provided, or describe alternate plans.

The selected service provider shall maintain processes and procedures for restoring service for situations where a reported service interruption cannot be resolved within eight (8) hours and for services that cannot be restored within 24 hours. Service transfer capabilities and the lag time to implement must be described for both type of service outage scenario. **Downtime or Outage duration calculation should not be done on the ticket time/reported time, it should be calculated on actual services down.**

Downtime -" is defined as availed PRI/PRI(s) is /are down. If the TFN service is unavailable, it will be treated as all PRI's are down. It can be further clarified as,

- a) In case one or more availed PRIs are down. It shall be considered as downtime in proportionate ratio.
- b) In case of 100 % TFN service is not working, It shall be considered as all availed PRIs are down.

6. INFORMATION SECURITY GUIDELINES

6.1 Information Security Requirements for TFN Service provider

Telecom Service Provider (TSP) Information Security:

- The TSPs shall ensure confidentiality of telecommunication links and shall sign a confidentiality or non disclosure agreement with UIDAI
- The TSP shall not store any sensitive information provided by the user to avail UIDAI services over the toll free number, and if any such detail is to be stored, the TSP shall provide UIDAI an appropriate business justification regarding the same.
- The UIDAI shall have the right to carry out inspection checks, audits of the TSP's premises and/ or locations, facilities, or point of delivery of services performed. The UIDAI shall also have the right to get third party independent audit conducted in wake of any instance of irregularity on the part of TSP during the course of or up to five years from expiration or termination of contract with the TSP.
- Patch Management
 1. The TSP shall ensure that the network devices should be updated with latest firmware and security patches on all the devices and systems performing the services.
 2. The TSP shall follow the processes, as approved by the UIDAI, for performing updates.
- Incident Management :
 1. The TSP shall have an alert mechanism for handling the occurrences of malicious events such as eavesdropping, masquerading, denial of service attacks etc.
 2. The TSP shall have a prevention mechanism for handling operation and configuration vulnerabilities.
 3. The TSP shall be responsible for reporting any security weaknesses, any incidents, possible misuse or violation of any of the security guidelines to UIDAI immediately.

PART-II: SERVICE LEVEL AGREEMENT

The purpose of this Service Level Agreement (SLA) is to clearly define the levels of service which shall be provided by the Service Provider to the Purchaser for the duration of this Contract.

The selected Service Provider agrees to the following service level agreement (SLA) parameters while providing toll free number services to UIDAI's stakeholders. These SLAs shall be tracked on a periodic basis and are envisaged to have penalty clauses on non-adherence to any of them.

1. The benefits of this SLA are to:
 - (i) Trigger a process that draws the Purchaser and Service Provider management's attention to certain aspect of performance when that aspect drops below an agreed upon threshold or target.
 - (ii) Makes explicit the expectations that Purchaser has for performance from the selected Service Provider.
 - (iii) Helps Purchaser control the levels and performance of Service Provider's services.
2. The Purchaser may initiate an interim review to check the performance and the obligations of the Service Provider and, in case desired, review and revise the SLA. The Purchaser reserves the right to revisit the SLAs at a later date based on the learning from past experience and stabilization of operations. The Purchaser also reserves the right to waive or relax part or whole of SLA applicable for the duration or to the specific Service Provider.
3. The Purchaser or its designated officials or designated third party shall have the right to conduct call quality and process audit of the Service Provider, at any point of time, in respect of SLA or any other parameters at any time without prior notice.

SERVICE LEVEL AGREEMENT(SLA) PARAMETERS

The Selected Service Provider shall agree to the following service level agreement (SLA) parameters while providing services to UIDAI's stakeholders. These SLAs shall be tracked on a periodic basis and are envisaged to have penalty and or liquidation damage clauses on non-adherence to any of them. The SLA parameters are divided into 2 (two) types: -

SLA (I)

Sl. No.	Deliverable	Definition	Measurement Criteria	Timeline	Penalty
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1.	Commencement of services	Commence the service as per the scope of work of RFP	The Service Provider shall begin carrying out the Inbound/outbound Services not later than 28 days after signing of the Contract failing which the purchaser shall impose penalty.	Within 28 days (including 28th) days from the date of signing the contract between the Purchaser and the Service Provider	Nil
				Delay of every day from 28th day from the date of signing the contract between the Purchaser and the Service Provider	Rupees 15000 per day of delay. Capped at maximum of Rupees 15 Lakh.
2.	Execution of Cutover & Transition plan	Cutover & Transition plan the service as per the scope of	The Service Provider shall complete the Transition plan within 84 days	Within 84 days (including 84 Day)days	Nil

		work of RFP	from signing the Contract failing which the purchaser shall impose penalty	from the date of signing the contract between the Purchaser and the Service Provider	
				Delay of every day from 84th day from the date of signing the contract between the Purchaser and the Service Provider	Rupees 15000 per day of delay. Capped at maximum of Rupees 15 Lakh.
3.	Augmentation of PRIs (Inbound & outbound)	Increase in the number of PRIs after receiving a formal intimation (email or letter) from UIDAI.	Within 7 days from the date of receiving a formal intimation (email or letter) from UIDAI	Within 7 days (including 7th day) from the date of receiving a formal intimation	Nil

				(email or letter) from UIDAI.	
				Delay of every day from the date of receiving a formal intimation (email or letter) from UIDAI.	Rupees 10,000 per day of delay. No Maximum Cap
4.	Provisioning /Movement of PRI (Outbound)	Provisioning /Movement of PRIs after receiving a formal intimation (email or letter) from UIDAI	Within 21 days from the date of receiving a formal intimation (email or letter) from UIDAI	Within 21 days (including 21 th day) from the date of receiving a formal intimation (email or letter) from UIDAI.	Nil

				Delay of every 21th day from the date of receiving a formal intimation (email or letter) from UIDAI	Rupees 10,000 per day of delay. No Maximum Cap
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SLA (II)

This operational SLA shall be applicable from commencement of Services.

For Toll Free Number service provided to stakeholders, the selected service provider will ensure that on an average, the service is availability of at least 99.50% for each Calendar Month ("Average Monthly Network Availability"). Annexure –VI may be referred for calculation purpose.

For purposes of this, Average Monthly Network Availability will be determined in accordance with the following calculation:

Average Monthly Network Availability = (Expected Network uptime during Calendar month –Down Time)/Expected Network uptime in calendar month *100

(a) Expected Network Uptime during calendar month =Number of Aailed PRI* Days in month*24*60

(b) Downtime shall be calculated in minutes as per cases defined above

Case (I) =Number of aailed PRI/(s) is/are down *duration of PRI down in minutes

Case (II) =100 % TFN service is not working. For calculation it shall be considered as (all Aailed PRI down) * duration of PRI down in minutes

In the event that, for a particular Calendar Month, Average Monthly Network Availability falls below 99.50% below are the penalty slabs: -

Average Monthly Network Availability(AMNA)	Penalty Slab
AMNA >= 99.50%	NIL
99.50% >AMNA >= 99.35%	5%(monthly billed value)
99.35% > AMNA>= 99.20%	10%(monthly billed value)
99.20% >AMNA >= 99.00%	15%(monthly billed value)
99.00%>AMNA >= 98.00%	20%(monthly billed value)
AMNA < 98.00%	25%(monthly billed value)

Downtime - is defined as availed PRI/(s) is /are down. If the TFN service is unavailable, it will be treated as all PRI's are down. Case(s) are elaborated above which are applicable.

SECTION-IV

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

PART-I

1. GENERAL CONDITIONS OF CONTRACT

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in India.</p> <p>(b) “Purchaser” means the entity purchasing the services under this Contract</p> <p>(c) “Contract” means the Agreement entered into between the Purchaser and the Service Provider, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein</p> <p>(d) “GC” means these General Conditions of Contract (Part-I of Section IV).</p> <p>(e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with <u>Clause 6 of GC</u>, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract</p> <p>(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to <u>Clause 2.1 of GC</u>.</p> <p>(g) “Government” means the Government of India.</p>
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	<p>(h) "Service Provider" means any private or public entity that will provide the Services to the Purchaser under the Contract. The Service Provider is the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement.</p> <p>(i) "Party" means the Purchaser or the Service Provider, as the case may be, and "Parties" means both of them.</p> <p>(j) "Personnel" means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>(k) "SC" means the Special Conditions of Contract (Part-II of Section IV) by which the GC may be amended or supplemented.</p> <p>(l) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in <u>Scope of Work at Section-III</u> of RFP hereto.</p> <p>(m)"Bidder" means the entity bidding for the services under the Contract.</p> <p>(n) "Connect Minutes" means aggregated connect minutes obtained after aggregating duration of individual calls (inbound/outbound) in seconds divided by 60.</p> <p>(o) "Resident" means resident of India.</p> <p>(p) "UIDAI" means Unique Identification Authority of India.</p> <p>(q) "SP" means the Service Provider</p> <p>(r) "In writing" means communication in written form with proof of receipt.</p>
1.2 Relationship Between the Parties	<p>Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their</p>

	behalf hereunder.
1.3 Law Governing Contract	<p>“This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable Laws of India. The bidder and the vendor in the provision of its services under the contract shall be governed at all times by the provisions of Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the regulations framed there under as amended from time to time. Notwithstanding anything contained therein, if the bidder/vendor contravenes any provisions of Aadhaar Act, 2016 and the regulations framed there under, as applicable to the services rendered under this RFP/Contract, the bidder/vendor shall be liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this RFP/contract.”</p>
1.4 Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.5 Notices	<p>a) 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.</p> <p>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.</p>
1.6 Location	The Services shall be performed at such locations, as the Purchaser may approve.
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by the officials specified in the SC.
1.8 Taxes and Duties	(a) The Service Provider and their Personnel shall pay all such direct and indirect taxes, duties, fees and other

	<p>impositions levied under the Applicable Laws of India.</p> <p>(b) The Bidder may be subject to taxes, such as, but not limited to GST, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. The quoted cost in the financial bid shall be exclusive of all such taxes. Such taxes shall be quoted separately.</p> <p>(c) If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/Service Provider as the case may be.</p>
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1.9 Fraud and Corruption

1.9.1 Definitions	<p>It is the Purchaser's policy to require that the Purchaser as well as Service Provider observe the highest standard of ethics during the selection and execution of such contracts. The Purchaser also requires that the Service Provider does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser defines, for the purpose of this provision, the terms set forth below as follows:</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;</p> <p>(iii) "collusive practices" mean 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" mean 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" mean supply of services different</p>
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	from what is ordered on, or change in the Scope of Work which was agreed to;
1.9.2 Measures to be taken by the Purchaser	<p>(a) The Purchaser may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;</p> <p>(b) The Purchaser may also apply sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.</p>
1.9.3 Commissions and Fees	Purchaser will require the successful Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.
1.10 Interpretation	<p>In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract;</p> <p>(b) unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;</p> <p>(c) unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p>

	<p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(i) Words/terms not defined in this Contract shall have the meaning assigned to it under the Aadhaar Act 2016. In the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail.</p>
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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date, the Contract comes into effect is defined as the Effective Date .
2.2 Termination of Contract	
2.2 (a) Termination of Contract for Failure to Become Effective	If this Contract does not become effective within such time period as defined in the SC, Purchaser through a written notice to the other Party, declare the offer to sign the contract to be null and void. Purchaser may ask next ranked bidder to sign the contract or may publish new RFP. The Performance Security is liable to be forfeited by UIDAI.
2.2 (b) Termination of Contract subject to necessary approvals	Notwithstanding the duration of the contract stated in GC 2.4, UIDAI, reserves the right to terminate the contract at any time without prejudice or liability.
2.3 Commencement of Services	The Service Provider shall begin carrying out the Services within 28 days from the Effective Date specified in the SC.
2.4 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.2 hereof, this Contract shall expire at the end of such time period, after the Effective Date, as specified in the SC. The Contract may be extended by a period of one year plus one year (up to Two years on 'year on year' basis or a part thereof) subject to satisfactory performance by the Bidder.
2.5 Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
2.6 Modifications or Variations	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>In cases of substantial modifications or variations, required by the Service Provider, the prior written consent of the Purchaser is requirement.</p>

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

	<p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Purchaser, shall either:</p> <p>(i) immobilize,; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.</p> <p>(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be Settled according to Clause GC 8.</p>
<p>2.8 Suspension</p>	<p>The Purchaser may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.</p>

2.9 Termination	
2.9.1 By the Purchaser	<p>1. The Purchaser may, without prejudice to any other remedy for breach of Contract, by 30 days prior written notice of default sent to the empanelled firm, terminate the Contract in whole or in part in case of the occurrence of any of the events specified in paragraphs (a) to (k) of this Clause GC 2.9.1.</p> <p>(a) i. If the empanelled firm fails to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; OR</p> <p>ii. If the empanelled firm fails to perform any other obligation(s) under the contract."</p> <p>(b) If the Service Provider becomes (or, if the Service Provider consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</p> <p>(f) If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>(g) If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI</p>

	<p>may decide to give one chance to the Service Provider to improve the quality of the services.</p> <p>(h) If the Service Provider has been blacklisted by the UIDAI or disqualified for any reason.</p> <p>(i) If the Service Provider fails to fulfill its obligations under Clause G.C 3 hereof.</p> <p>(j) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(k) In the event of Service Provider found :</p> <ul style="list-style-type: none"> (i) Sub-contracting of work/services (ii) Provided incorrect information to UIDAI. (iii) Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose <p>(l) "If the empanelled firm discloses any confidential information during its engagement with UIDAI, UIDAI may terminate this Contract, forthwith."</p> <p>(m) In the event the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate the Contract in whole or in part, pursuant to Clause 2.9.1 of GC, 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 Service Provider shall be liable to the Purchaser for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.</p> <p>(n) Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.</p> <p>(o) If the empanelled firm discloses any confidential</p>
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	information during its engagement with UIDAI, UIDAI may terminate this contract, forthwith
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2.9.2 Cessation of Rights and Obligations	<p>Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:</p> <ul style="list-style-type: none"> (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 3.4 hereof; (iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof; and (iv) any right which a Party may have under the Law.
2.9.3 Cessation of Services	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/or any other material prepared by the Service Provider and equipment and materials furnished by the Purchaser, the Service Provider shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.</p>
2.9.4 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1, the Service Provider shall be entitled /not entitled to payments as per the following:</p> <ul style="list-style-type: none"> (a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (g), k(i) to k(iii) and remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed prior to the effective date of termination; (b) If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c), (e), (f), (h), (j) and (m) the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances,

	<p>upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Service Provider will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.</p>
<p>2.9.5 Disputes about Events of Termination:</p>	<p>If either Party disputes whether an event specified in Clause GC 2.9.1 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>2.10 Extension of Contract</p>	<p>The contract may be extended by a period of one year plus one year (up to Two years on 'year on year' basis or part thereof), subject to satisfactory performance by the Bidder and acceptance of both the parties, on the same rate, terms and conditions.</p> <p>Note :Performance of the Service provider shall be considered as "satisfactory" for extension of the contract ONLY if "SLA penalty " levied during contract period does not exceed 8% of the Total contract Value executed at the time of consideration of the extension of the contract.</p>
<p>3. OBLIGATIONS OF THE SERVICE PROVIDER</p>	

3.1 Standard of Performance	<p>The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology with safe and effective equipment, men, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.</p>
3.2 Service Provider Not to Benefit from Commissions, Discounts, etc.	<p>The payment of the Service Provider pursuant to Clause GC 6 shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.</p>
3.3 Prohibition of Conflicting Activities	<p>The Service Provider and their Personnel shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.</p>
	<p>a) The Service Provider shall protect from unauthorized access, loss or damage and also keep safe, secure and confidential all demographic information, all documents, data and information of any nature provided to the Service Provider for the discharge of services.</p>
	<p>b) The Service Provider shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from UIDAI, other than required for discharge of services.</p>
	<p>c) The Service Provider shall not give access to the information or data collected and received from UIDAI in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by UIDAI.</p>

3.4 General Confidentiality	<p>“Except with the prior written consent of the Purchaser, the Bidder and its personnel shall not at any time communicate to any person or entity, any confidential information acquired in the course of discharge of Services, nor shall the Bidder and the personnel make public the recommendations formulated in the course of or as a result of discharging the Services.</p> <p>Bidder should comply with the Aadhaar (Targeted Delivery of financial and Other Subsidies, Benefits and Services) Act, 2016; IT Act, 2000 and other related Laws/Acts/Policies/Guidelines/Regulations, etc. Including the amendments thereof particularly with respect to data confidentiality and privacy. The Bidder shall furnish a Non-Disclosure Agreements, as per format provided in Appendix ‘C’ of Section V as part of its proposal.”</p>
3.5 Insurance to be Taken Out by the Service Provider	<p>The Service Provider (a) shall take and maintain insurance against risks and coverage at their own cost but on terms and conditions approved by the Purchaser, 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 and maintained and the current premiums have been paid.</p>
3.6 Accounting, Inspection and Auditing	<p>(a) The Service Provider</p> <ul style="list-style-type: none"> (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser. The Audit expenses shall be borne by the Service Provider. <p>(b) The Purchaser shall have the right to carry out inspection checks, audits of the Service Provider’s premises and/or locations, facilities, or point of delivery of services performed under this contract.</p>

	<p>(c) The Purchaser shall have the right to carry out scheduled/ un-scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider.</p> <p>(d) If a third party audit is conducted at the instance of SP, the cost of audit will be borne by the SP</p>
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3.7 Sub-contracting	The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the written approval.
3.8 Reporting Obligations	The Service Provider shall submit to the Purchaser the reports and documents specified in RFP, in the form, in the numbers and within the time periods set forth in the said Appendix.
3.9 Rights of Use	All rights of use of any process, product, service, or data developed, generated, or collected, received from UIDAI or any other task performed by the Service Provider under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.
3.10 Safety & Security of Data, Premises, Location/ site	<p>(a) The Data, information, documents provided by the Purchaser to the Service Provider is the property of the Purchaser. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.</p> <p>(b) The Service Provider shall not use the information, the name or the logo of the Purchaser and or Government of India except for the purposes of providing the services as specified under this contract.</p> <p>(c) The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser.</p> <p>(d) The Service Provider shall follow the Security Guidelines</p>

	<p>issued by UIDAI.</p> <p>(e) Data Retention period shall be defined and reviewed for adequacy at least every three months jointly by the Purchaser and the Service Provider.</p> <p>(f) Certificate of 'Data deletion' to be provided by the Service Provider, at the time of raising periodic bills.</p> <p>(g) The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the IT Act, the Aadhaar Act and other relevant Acts.</p> <p>(h) The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements.</p> <p>(i) The rogue behavior of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.</p> <p>(j) The service provider shall at all times be governed by the provisions of the Aadhaar Act 2016 and the regulations framed thereunder.</p>
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3.11 Equipment & Materials Provided by the Service Provider	Equipment or materials brought into India by the Service Provider and the Personnel and used either for the Project or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable. However, Equipments or materials bought/provided by the Purchaser for the use of Service Provider shall remain the property of Purchaser.
3.12 Intellectual Property Rights (IPR)	The intellectual property rights to all the outputs, deliverables, data, reports developed during the <i>execution</i> of this Contract shall remain sole property of the Purchaser.
3.13 Assignment	The Service Provider shall not assign, in whole or in part, any of their obligations under this Contract.

4. SERVICE PROVIDER'S PERSONNEL

4.1 General	The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.
4.2 Project Manager	If required by the Purchaser, the Service Provider shall ensure that at all times during the Service Provider's performance of the Services a Project Manager, acceptable to the Purchaser, shall take charge of the performance of such Services. The Project Manager shall act as a single point of contact.

5. OBLIGATIONS OF THE PURCHASER

5.1 Assistance and exemptions	<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 in its opinion for the prompt and effective</p>
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	<p>implementation of the Services.</p> <p>(b) Provide to the Service Provider and Personnel any such other assistance as may be required in its opinion specified in the SC.</p> <p>c) The Purchaser may exempt the penalties, which are applicable on the basis of SLAs and levied on the monthly bills, on the written justifications provided by the service provider but it shall be at the sole discretion of the purchaser.</p>
5.2 Change in the applicable Law Related to Taxes and Duties	<p>a) The Service Provider and their Personnel shall pay taxes, duties, fees, and other impositions levied under the Applicable Laws of India.</p> <p>b) The Service Provider shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/ Service Provider, as the case may be.</p>
5.3 Services, Facilities and Property of the Purchaser	<p>The Purchaser shall make available to the Service Provider and its Personnel, the services, facilities and property, as mutually agreed, at the times and in the manner required by the Service Provider for efficient discharge of services.</p> <p>In case that such services, facilities and property shall not be made available to the Service Provider as and when required, the Parties shall agree on any time extension that may be appropriate to grant the Service Provider for the performance of the Services.</p> <p>The Purchaser shall make available to the Service Provider and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property as deemed necessary in its opinion.</p>
5.4 Payment	<p>In consideration of the Services performed by Service Provider under this Contract, the Purchaser shall make to the Service Provider such payments and in such manner as is provided by Clause GC 6 of this Contract.</p>
5.5 Counterpart	<p>If required, the Purchaser shall make available to the Service Provider, free of charge, such professional and support counterpart personnel, to the nominated by the Purchaser with</p>

Personnel	the Service Provider's advice.
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6. PAYMENTS TO THE SERVICE PROVIDER

6.1 Payment for Services	<p>The Service Provider shall be paid, as per the 'discovered rate' for carrying out/delivery of services as enumerated in Section-III.</p> <p>The amount payable shall be finalised by UIDAI after taking</p>
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	<p>into account the Penalties and Exemptions, if any applicable.</p> <p>The Purchaser shall make the payment within 45 days of receiving the invoice from the Service Provider.</p>
6.2 Currency of Payment	All payments shall be made in Indian Rupees
6.3 Terms of Payment	<p>The payments in respect of the Services shall be made as follows :</p> <ul style="list-style-type: none">a) The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on 'Calendar month' basis.b) The Service Provider shall provide a billing system that can compute price and penalties, accessible to UIDAI.c) In the event of any wrong payment to Service Provider, the difference shall be adjusted in the subsequent payments.d) All payments under this Contract shall be made to the accounts of the Service Provider specified in the SC.e) In case of early termination of the contract, the payment shall be made to the Service Provider as mentioned herewith.f) Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Service Provider shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the specified rate/s.

7. GOOD FAITH

7.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
7.2 Operation of the Contract	The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	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.
8.2 Arbitration	(a) Any dispute between the Parties arising out or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to arbitration as per the Arbitration & Conciliation Act, 1996, to be decided by a sole arbitrator. The authority to appoint the arbitrator shall be the

	<p>Unique Identification Authority of India.</p> <p>(b) The arbitration proceedings shall be held at New Delhi, India and language used in this proceedings shall be English.</p> <p>(c) The decision Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties.</p> <p>(d) The decision to continue of performance of their respective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings.</p> <p>(e) The parties shall use their best endeavours to procure that the decision of the arbitrator is given within a period of six months or as after as is possible after it has been demanded.</p> <p>(f) The courts in New Delhi, India shall have exclusive jurisdiction in relation to this contract including this clause.</p> <p>(g) All fees for pertaining to arbitration proceedings shall be borne by the parties equally.</p> <p>(h) All other costs incurred by the parties shall be borne by the respective parties.</p>
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9. LIQUIDATED DAMAGES

9.1 Definition	<p>If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not corrected/modified to meet the requirements within 14 days of being informed by the Purchaser, the Purchaser shall be free to impose penalty as specified in this contract agreement. In addition, the Purchaser reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance security submitted by the Service Provider.</p>
9.2 Limitation	<p>The Service Provider is liable to the Purchaser for payment of penalty as specified in the SLA.</p>

10. ADHERENCE TO RULES & REGULATIONS

<p>10.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions</p>	<p>(a) The Service Provider shall comply with the provisions of Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016; IT Act 2000 and other related Laws/Acts/Policies/Guidelines/Regulation, etc. including the amendments thereof particularly with respect to data confidentiality and privacy.</p> <p>(b) The Service Provider shall also comply with provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws.</p> <p>(c) Access to the data centre/ data processing sites and Purchaser's locations shall be restricted to only essential personnel belonging to the Service Provider who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Purchaser. The Service Provider shall maintain a log of all activities carried out by each of its personnel.</p> <p>(d) The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.</p> <p>(e) The Service Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof) and Aadhaar Act, 2016.</p> <p>(f) The Service Provider shall report as soon as possible any</p>
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	<p>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>(g) The Service Provider shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.</p>
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11. LIMITATION OF LIABILITY

11.1 Limitation of Liability	<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 Service Provider to pay liquidated damages to the Purchaser; and</p> <p>(b) The aggregate liability of the Service Provider to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the Purchaser with respect to patent infringement or any third party claims.</p> <p>(c) The Purchaser shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per Clause 2.2(b) of GC of this contract.</p>
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12. MISCELLANEOUS PROVISIONS

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

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses are:</p> <p>Purchaser: Chief Executive Officer</p> <p>Attention: Assistant Director General- Logistics</p> <p>Headquarters - Unique Identification Authority of India</p> <p>6th Floor, Bangla Sahib Road, Behind Kali Mandir,</p> <p>Gole Market, New Delhi – 110 001</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Service Provider:</p> <p>Attention:_____ Facsimile:_____ E-mail:_____</p>
1.6	<p>The Services shall be carried out at the site/s as agreed to and approved by the Purchaser.</p>

1.7	<p>The Authorized Representatives are:</p> <p>For the Purchaser: Assistant Director General- Logistics</p> <p style="text-align: center;">Headquarters - Unique Identification Authority of India 6th Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110 001</p> <p>For the Service Provider:</p> <p>_____</p>
2.1	<p>The effective date of the Contract: Date of Signing of the contract by both parties which is 15 days from Notification of award</p>
2.3	<p>The date for the commencement of Services: Within 28 days from the signing of the contract between the Purchaser and the Service Provider.</p>
2.4	<p>The tenure of the contract shall be: 36 months w.e.f the effective Date of the contract</p>
3.5	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Service Provider or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988; (b) Third Party liability insurance, with a minimum coverage of the value of the contract (c) Professional liability insurance, with a minimum coverage of the value of the contract. (d) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider's property used in the performance of the Services,

	and (iii) any outputs prepared by the Service Provider in the performance of the Services.
6.2	The amount is in Indian Rupees (INR)
6.3	<p>General terms and conditions of Payment Schedule</p> <ol style="list-style-type: none">1) All eligible payments shall be made by the Purchaser in favour of the Service Provider.2) The release of payment will be Performance (output) based, where the payments are made for measured deliverables and outputs.3) Service Provider shall obtain sign off for each milestone completed from the Purchaser and raise invoice against the same.4) Eligible Payments against invoice submitted (accompanies with all requisite documents) shall be released within 45 days of submission of invoice.5) Power to Withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work/supply/service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/right of the purchaser under this contract.6) All payments under this contract shall be made to the account of the Service Provider with (Bank & A/C No.).
8.2	The Arbitration proceedings shall take place in New Delhi in India and cost of Arbitrator / Arbitration to be borne by parties themselves.

SECTION-V

ANNEXURES AND APPENDICES

ANNEXURES:

- I. Financial Bid Covering Letter
- II. Financial Bid Form
- III. Standard Contract Form
- IV. Information Security Guidelines
- V. List of documents Submitted

APPENDICES:

- A. Performance Security
- B. Form of Bank Guarantee for EMD
- C. Non-Disclosure Agreement

ANNEXURE I

FINANCIAL BID COVERING LETTER

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

To,
(Address)

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

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notified vide _____ dated _____ for UIDAI, in full conformity with the said RFP document.
2. We, the undersigned, offer to provide services to UIDAI in accordance with your RFP.
3. We have read the provisions of the RFP document, confirm our acceptance for the same and we are hereby submitting our Financial Bid.
4. We agree to abide by this RFP, consisting of this letter, financial bid and all requisite supporting documents, for a period of 180 days from the closing date fixed for submission of bid as stipulated in the RFP document.
5. We should like to declare that we are not involved in any litigation with any Government in India and are not under a declaration of ineligibility for corrupt or fraudulent practices.
6. We hereby declare that we have not been blacklisted by any Central/State/UT Government
7. We hereby declare that we have not been charged with any fraudulent activities by any Central/State/UT Government.
8. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
9. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its amendments.
10. We understand that UIDAI is not bound to accept any bid received in response to this RFP.
11. In case we are engaged by UIDAI for executing the services, we shall provide any

assistance/cooperation required by UIDAI/auditing agencies appointed by it/UIDAI officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.

12. In case we are engaged as a Service Provider, we agree to abide by all the terms & conditions of the Contract that will be issued by UIDAI.
13. The financial bid includes the cost of setting up and operating the services, cost of providing additional services and performing all functions as per the 'scope of work and SLAs' defined in section III of the RFP
14. We already have the technical and financial capability in India for carrying out the services as detailed in the 'scope of work and SLAs'
15. Our correspondence details with regard to this RFP are:

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

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

ANNEXURE II: FINANCIAL BID FORM

Reference: RFP document F. No. _____ Dated _____

1. Financial Bid indicating the **total Cost Per Connect Minute for Toll Free Number and all allied services related to toll free number and short code 1947** that will be charged to UIDAI (exclusive of all statutory taxes and duties etc.) for the services required by the UIDAI is given in Table-1 . The cost is inclusive of all the activities related to, but not limited to the requirements and services given in Section-III 'Scope of Work and SLAs' of RFP.

Table 1

Item #	All activities related to below mentioned service/ item	Unit Cost (in Rs.) upto two decimal places (exclusive of all taxes)	Taxes (in Rs.) upto two decimal places	Taxes (in %)	Total cost (in Rs.) upto two decimal places (Inclusive of taxes) F=C+D
(A)	(B)	(C)	(D)	(E)	(F)
Item # 1	Cost per Connect Minute				

“Connect Minutes” means aggregated connect minutes obtained after aggregating duration of individual calls (inbound/outbound) in seconds divided by 60.

Authorized Signature : _____

Name and Title of Signatory: _____

Name of Firm: _____

ANNEXURE III

STANDARD CONTRACT FORM

THIS AGREEMENT is made at New Delhi on this ____ day of ____ 2018:

BETWEEN

Unique Identification Authority of India (UIDAI) a statutory body of Government of India, , having its office at Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001 (hereinafter called **“the Purchaser/ UIDAI”**) which expression shall unless repugnant to the context thereof include his successors, heirs, representatives, administrators and permitted assigns, represented by its Assistant Director General who is duly authorized to execute this Contract being the Party of the FIRST PART;

AND

_____ having its registered office at _____ (hereinafter called **“the Service Provider”**) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the OTHER PART.

Purchaser and **Service Provider** are collectively referred to as the **“Parties”** or individually referred to as a **“Party”** as the context may require.

WHEREAS, the Purchaser had invited bids for certain Services, viz., **“RFP FOR TOLL FREE NUMBER(1947)& ALLIED SERVICES FOR CONTACT CENTER OF UIDAI ”** vide their bid document number F.No.-Logistics dated _____.

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

AND WHEREAS, the Purchaser has accepted the said Bid by the Service Provider for the supply of those Services as per the following rates exclusive of all statutory taxes (hereinafter **“the Contract Price”**).

AND WHEREAS, vide a Letter of Intent dated _____, the Purchaser agreed to place order for ‘RFP for **‘RFP FOR TOLL FREE NUMBER(1947)& ALLIED SERVICES FOR CONTACT CENTER OF UIDAI’** as per the rates given below:

And in pursuance of having accepted the said bid, the Parties have agreed to enter into this Agreement. The Parties understand that all the conditions of the RFP, its amendments and clarifications issued, including those on allocation of volume, will be binding on both the parties.

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 RFP.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Section-III Scope of Work
 - b) Section –IV General and Special Conditions of Contract; and
 - c) Performance Security
 - d) Acceptance letter of the bidder dated _____
 - e) Duly signed Letter of Intent dated _____
 - f) Amendments and clarifications issued
3. The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix,]:*

Appendix A: Performance Security

Appendix B: Form of Bank Guarantee for EMD

Appendix C: Non-Disclosure Agreement

4. The mutual rights and obligations of the Purchaser and the Service Provider shall be as set forth in the Contract, in particular:
 - a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - b) The Purchaser shall make payments to the Service Provider in accordance with the provisions of the Contract.
5. The Service Provider has already submitted a Contract Performance Security as Bank Guarantee amounting to Rs. _____/- (Rupees in words) which would be valid for 90 days beyond the three years’ period of contract.
6. The services shall be carried out at the site / premises at _____ India as agreed by the Parties.

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/on behalf of (name of Purchaser)

Assistant Director General

Unique Identification Authority of India (UIDAI),
Ministry of Electronics & IT

Government of India (GoI)

[Authorized Representative]

For/ on behalf of [name of Service Provider]

M/s

[Name & position]

Authorized Representative]

ANNEXURE IV

Information Security Guidelines

Information Security Requirements for TFN Service provider

Telecom Service Provider (TSP) Information Security:

- The TSPs shall ensure confidentiality of telecommunication links and shall sign a confidentiality or non disclosure agreement with UIDAI
- The TSP shall not store any sensitive information provided by the user to avail UIDAI services over the toll free number, and if any such detail is to be stored, the TSP shall provide UIDAI an appropriate business justification regarding the same.
- The UIDAI shall have the right to carry out inspection checks, audits of the TSP's premises and/ or locations, facilities, or point of delivery of services performed. The UIDAI shall also have the right to get third party independent audit conducted in wake of any instance of irregularity on the part of TSP during the course of or up to five years from expiration or termination of contract with the TSP.
- Patch Management
 - (i) The TSP shall ensure that the network devices should be updated with latest firmware and security patches on all the devices and systems performing the services.
 - (ii) The TSP shall follow the processes, as approved by the UIDAI, for performing updates.
- Incident Management :
 - (i)The TSP shall have an alert mechanism for handling the occurrences of malicious events such as eavesdropping, masquerading, denial of service attacks etc.
 - (ii)The TSP shall have a prevention mechanism for handling operation and configuration vulnerabilities.
 - (iii)The TSP shall be responsible for reporting any security weaknesses, any incidents, possible misuse or violation of any of the security guidelines to UIDAI immediately.

ANNEXURE V

List of Documents Submitted

Date :

Bid No.:

To

The Assistant Director General (Logistics & CRM)

Unique Identification Authority of India (UIDAI)

6th Floor, Bangla Sahib Road, Behind Kali Mandir,

Gole Market, New Delhi-110001.

We, the undersigned, declare that:

The following documents listed herein have been submitted –

Sr. No.	Document Type	Fulfilling Clause No.	Page No. (Attached in the document)	Remarks

(Signature)

Authorized Signatory

Name : _____

Designation : _____

Office Seal: _____

Place: _____

Date: _____

ANNEXURE VI

Average Monthly Network Availability(AMNA %) = (Expected Network uptime during Calendar month – Downtime)/Expected Network uptime in calendar month *100

It is elaborated by example: Let us make an assumption that 50 PRI's are availed and out of them 5 availed PRI's are down for 10 hours in the month of July(2018).

Date	Total time in day (minutes) (A)	No. of Availed PRI's (B)	Expected Network Uptime (C) = (A) x (B)	No. of Availed PRI's down (D)	Duration of Availed PRI's down Time in minutes (E)	Downtime (F) = (D) x (E)
1-Jul-18	1440	50	72000	0	0	0
2-Jul-18	1440	50	72000	0	0	0
3-Jul-18	1440	50	72000	0	0	0
4-Jul-18	1440	50	72000	5	600	3000
5-Jul-18	1440	50	72000	0	0	0
6-Jul-18	1440	50	72000	0	0	0
7-Jul-18	1440	50	72000	0	0	0
8-Jul-18	1440	50	72000	0	0	0
9-Jul-18	1440	50	72000	0	0	0
10-Jul-18	1440	50	72000	0	0	0
11-Jul-18	1440	50	72000	0	0	0
12-Jul-18	1440	50	72000	0	0	0
13-Jul-18	1440	50	72000	0	0	0
14-Jul-18	1440	50	72000	0	0	0
15-Jul-18	1440	50	72000	0	0	0
16-Jul-18	1440	50	72000	0	0	0
17-Jul-18	1440	50	72000	0	0	0
18-Jul-18	1440	50	72000	0	0	0
19-Jul-18	1440	50	72000	0	0	0
20-Jul-18	1440	50	72000	0	0	0
21-Jul-18	1440	50	72000	0	0	0
22-Jul-18	1440	50	72000	0	0	0
23-Jul-18	1440	50	72000	0	0	0
24-Jul-18	1440	50	72000	0	0	0
25-Jul-18	1440	50	72000	0	0	0
26-Jul-18	1440	50	72000	0	0	0
27-Jul-18	1440	50	72000	0	0	0
28-Jul-18	1440	50	72000	0	0	0
29-Jul-18	1440	50	72000	0	0	0
30-Jul-18	1440	50	72000	0	0	0
31-Jul-18	1440	50	72000	0	0	0
Total			2232000			3000
Expected Network Uptime during calendar month =Number of Availed PRI* Days in month*24*60						2232000
Downtime						3000

Average Monthly Network Availability (AMNA %)

99.87%

APPENDIX A
PERFORMANCE SECURITY
(FORM OF BANK GUARANTEE)

(To be stamped in accordance with Stamp Act)

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

Ref.....

Bank Guarantee No.....

Date.....

To

Headquarters - Unique Identification Authority of India

Ministry of Electronics & IT,
6th Floor, Bangla Sahib Road, Behind Kali Mandir,
Gole Market, New Delhi-110001

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & IT , Government of India, (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Service Provider, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the Service Provider having agreed to provide a Contract Performance Security as Bank Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).
2. We.....(Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Service Provider merely on a demand from the Purchaser. The amount claimed may be due by way of inconvenience caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the Purchaser and the Service Provider or any dispute pending

before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.

3. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Service Provider. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Service Provider or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
4. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee the Purchaser may have in relation to the Service Provider's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - (1) Our liability under this guarantee is restricted to Rs. (in words & figures).
 - (2) This Bank Guarantee will be valid upto; and
 - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....2018 at.....

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Attorney as per Power of Attorney No.....

Dated.....

APPENDIX B
BANK GUARANTEE FOR EMD

(To be Stamped in accordance with Stamp Act)

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

Ref.....

Bank Guarantee No.....

Date.....

To

Headquarters - Unique Identification Authority of India
Ministry of Electronics & IT,
6th Floor, Bangla Sahib Road, Behind Kali Mandir,
Gole Market, New Delhi-110001

Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No.....
M/s..... having its Registered/Head Office at..... (hereinafter called the
'Bidder') wish to participate in the said Bid or..... and you, as a special favour have
agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of.....
valid upto on behalf of Bidder in lieu of the Bid deposit required to be made by the
Bidder, as a condition precedent for participation in the said Bid.
2. We, the Bank at (local address) having our Head office at
..... guarantee and undertake to pay immediately on demand by Unique Identification
Authority of India, of India, the amount of (in words &
figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner'
shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service
Provider(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
(1) Our liability under this guarantee is restricted to Rs. (in words & figures).
(2) This Bank Guarantee will be valid upto; and
(3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon
service of a written claim or demand by you on or before

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

WITNESS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Official Address)	(Designation with Bank Stamp)
Attorney as per Power of Attorney No.....	Dated.....

APPENDIX C

Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is executed on ____ day of ____ 2018 ("Effective Date"), by and between:

Unique Identification Authority of India or UIDAI, through its Chief Executive Officer, having its office at 9th Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001, (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context and meaning include its successors, administrators and assigns) of the ONE PART;

AND

_____, a Company duly registered under the Companies Act 1956 / 2013, through its authorized representative [Name] holding the designation [Designation], having its registered office at [address], (hereinafter referred to as the "Bidder" which expression shall, unless repugnant to the context and meaning, include its successors, administrators, executors, attorneys, agents and assigns) of the OTHER PART.

WHEREAS:

- A. The Bidder is desirous of bidding for Bid No..... covering "[RFP FOR TOLL FREE NUMBER(1947)& ALLIED SERVICES FOR CONTACT CENTER OF UIDAI]" (hereinafter called the said 'RFP') issued by the Authority.
- B. The Bidder is aware and confirms that the Authority's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Authority in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Authority.

NOW THEREFORE,

In consideration of disclosure of confidential information, and in order to ensure the Authority's grant to the Bidder of specific access to Authority's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

- 1 The confidential information to be disclosed by the Authority shall include without limitation, any and all information in written, representational, electronic, verbal or other form, whether or not expressly marked as "Confidential", relating directly or indirectly to inventions, processes, products,

methodologies, algorithms, risk matrices, thresholds, parameters, reports, data, models, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies, operating techniques, source codes, object codes, "know how", drawings, designs, patents, copyright, trademarks, trade secrets, unpublished records and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.

- 2 Subject to clause 11 of this Agreement, it is hereby agreed by the Bidder that this Agreement shall apply in perpetuity and shall survive the termination of any other contract, agreement, arrangement or understanding entered into by or executed between the Authority and the Bidder.
- 3 Confidential Information does not include information which:
 - a) the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b) information in the public domain as a matter of law;
 - c) is obtained by the Bidder from a third party without any obligation of confidentiality;
 - d) the Bidder is required to disclose by order of a competent court or regulatory authority;
 - e) is released from confidentiality with the written consent of the Authority.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

- 4 The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event the degree of confidentiality shall be less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:
 - a) to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
 - b) to only make copies as specifically authorized by the prior written consent of the Authority and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c) to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, provided such employees, agents and representatives have duly executed a Non-Disclosure Agreement with the Bidder, to maintain confidentiality of the Confidential Information disclosed to them; and
 - d) to treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
- 5 The Bidder agrees to indemnify the Authority against any and all losses, damages, claims, or expenses incurred or suffered by the Authority as a result of the Bidder's breach of this Agreement.
- 6 Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on

premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder undertakes that it shall be liable for any and all unauthorized access to and disclosure of Confidential Information by any of its employees, agents and / or representatives.

- 7** The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
- 8** The Bidder agrees that upon termination/expiry of this Agreement or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
- 9** Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and/or termination of the contract or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.
- 10** In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall notify the Authority within 24 hours and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Authority. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.
- 11** The Bidder covenants and agrees that, during the term of its engagement with the Authority and for twelve (12) months after the termination thereof, regardless of the reason for the termination, the Bidder shall not, directly or indirectly, represent any entity or authority engaged in same or substantially similar

nature of work as that of the Authority, anywhere in the world, for any work which is similar to the Bidder's scope of work as provided by the Authority.

- 12** This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India. The Recipient in the provision of its services under the contract shall be governed at all times by the provisions of Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the regulations framed there under as amended from time to time. Notwithstanding anything contained therein, if the Recipient contravenes any provisions of Aadhaar Act, 2016 and the Regulations framed thereunder, as applicable to the services rendered under the RFP and / or this Agreement, the Recipient shall be liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this Agreement.
- 13** The Bidder understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Authority irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the Authority 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 Authority shall deem appropriate. Such right of the Authority shall be in addition to Remedies otherwise available to the Authority at law or in equity.

For and on behalf of:

For Authority
(Authorised Signatory Office Seal:)

For Bidder
(Authorised Signatory Office Seal:)

Name:
Designation: Chief Executive Officer
Date:
Place:

Name:
Designation:
Date:
Place:

.....