

Request for Quotation (RFQ)

SELECTION OF ENROLMENT AGENCY FOR MAHARASHTRA FOR PHASE II OF UID ENROLMENT

Setu Maharashtra

13th April 2012

Table of Contents

1. INVITATION TO BID	6
2. INTRODUCTION	7
2.1 About UID Project	7
2.2 About Enrolment of Residents in Maharashtra.....	7
3. INSTRUCTION TO BIDDERS - STANDARD	9
INSTRUCTION TO BIDDERS – DATA SHEET	17
PART II.....	17
Data Sheet	17
1.3.....	17
4. SCOPE OF WORK.....	20
The scope of work of the Enrolling Agency (EA) is defined below	20
1. Functional scope	20
2. Geographical scope.....	20
4.1 Functional scope	20
4.1.1 Conducting Pre Enrolment Activities	20
The enrolment agencies need to perform the pre enrolment activities including hiring, training and certification of resources for the project, machine and kit readiness, activities related to Aadhaar Portal administration etc.	20
4.1.2 Procure Biometric Devices as per UIDAI Specifications.....	20
4.1.3 Setting up of Enrolment Stations and Enrolment Centers	20
4.1.4 Hire, Train and Certify Manpower for Enrolment.....	24
4.1.5 Conduct Enrolment Operations as per Standard Processes specified by UIDAI/Registrar	26
4.1.6 Send Enrolment Data to CIDR	29
4.1.7 Document Management System	30
4.1.8 Scanning of documents	30
4.1.9 Support in IEC activities in the State.....	31
4.1.10 Privacy & Security	31
4.1.8 Provide Electronic MIS Reports on Enrolment Status Daily.....	31
4.2 Geographical Scope	32
4.3 Service Levels	32
4.4 Roles and Responsibilities	32
4.5 Timelines.....	34
4.6 Payment to the Enrolment Agency	34
5. FINANCIAL BID FORMS.....	36
5.1 Financial Bid Covering Letter	36
5.2 Financial Bid Form	36
Annexure I – Financial Bid Covering Letter	37
Annexure II – Financial Bid Format	39
Annexure III – Guidelines for Enrolment.....	40
1. Table of Contents.....	41
2. How to Read This Document.....	42
Legends	42
Abbreviations used.....	43
3 Process Overview.....	44
3.1 Goals and Objectives	44
3.2 Scope.....	44
3.3 Prerequisites for Process	44
3.4 End of Process.....	44

3.5 Roles and Responsibilities	45
4 Process Details	47
4.1 Resident Enrolment Process Flow	47
4.2 Resident Enrolment Process Description.....	47
4.3 Setup Enrolment Centre Sub Process Flow	50
4.4 Setup Enrolment Centre Sub Process Description.....	51
4.5 Capture Demographic and Biometric Data and Ready for Transfer Sub Process Flow	55
4.6 Capture Demographic and Biometric Data and Ready for Transfer Sub Process Description.....	56
4.7 Verification Sub Process Flow.....	63
4.8 Verification Sub Process Description	63
5. Appendix.....	67
5.1 Standards and Guidelines.....	67
5.1.1 KYR Standards for Collecting Demographic Data.....	67
5.1.2 Detailed Guidelines for Recording Demographic Data	68
5.1.3 Documents for Verifying PoI, PoAand DoB	71
5.1.4 Biometric Data Capture Standards.....	72
5.1.5 Detailed Guidelines for Collecting Biometric Data.....	75
5.1.6 Handling of Exceptions.....	78
5.2 Formats, Templates and Checklists	81
Checklist for Setting up Enrolment Centre	81
References	84
Annexure IV – Specification and Formats for capture of KYR+ Information	85
Annexure V – Population and Schedule Details.....	86
Annexure VI – Guidelines for deciding on Turnover and Net Worth Criteria.....	91
Annexure VII - STANDARD CONTRACT.....	92
8.1 Contract Form	94
8.2 General Conditions of Contract	97
1. General Provisions	97
1.1 Definitions.....	97
1.2 Relationship Between the Parties.....	98
1.3 Law Governing Contract.....	98
1.4 Language.....	98
1.5 Notices	98
1.5.1.....	98
1.5.2.....	98
1.6 Location	99
1.7 Authorized Representatives	99
1.8 Taxes and Duties.....	99
1.9 Fraud and Corruption.....	99
1.9.1 Definitions.....	99
1.9.2 Measures to be taken by the Purchaser	100
1.9.3 Commissions and Fees.....	100
1.10 Interpretation.....	100
2. Commencement, Completion, Modification and Termination of Contract.....	101
2.1 Effectiveness of Contract.....	101
2.2 Termination of Contract for Failure to Become Effective.....	101
2.3 Commencement of Services	101
2.4 Expiration of Contract.....	101
2.5 Entire Agreement	101

2.6	Modifications or Variations	101
2.7	Force Majeure	102
2.7.1	Definition	102
2.7.2	No Breach of Contract	102
2.7.3	Measures to be Taken	102
2.9	Termination.....	103
2.9.1	By the Purchaser	103
2.9.2	By the Supplier	104
2.9.3	Cessation of Rights and Obligations.....	105
2.9.4	Cessation of Services	105
2.9.5	Payment upon Termination.....	105
2.9.6	Disputes about Events of Termination:.....	106
2.10	Extension of Contract	106
3.	Obligations of the Supplier	106
3.1	General.....	106
3.1.1	Standard of Performance.....	106
3.2.1	Suppliers Not to Benefit from Commissions, Discounts, etc.	106
3.2.3	Prohibition of Conflicting Activities	107
3.3	Confidentiality	107
3.4	Insurance to be Taken Out by the Supplier.....	107
3.5	Accounting, Inspection and Auditing	107
3.6	Sub-contracting	108
3.7	Reporting Obligations	108
3.8	Rights of Use.....	108
3.9	Equipment, Vehicles and Materials Furnished by the Purchaser	108
3.10	Equipment and Materials Provided by the Suppliers.....	109
3.11	Intellectual Property Rights (IPR)	109
3.12	Assignment	109
4.	Supplier's Personnel	109
4.1	General.....	109
4.2	Project Manager	109
5.	Obligations of the Purchaser	109
5.1	Assistance and Exemptions.....	109
5.2	Change in the Applicable Law Related to Taxes and Duties.....	109
5.3	Services, Facilities and Property of the Purchaser.....	110
5.4	Payment	110
5.5	Counterpart Personnel	110
6.	Payments to the Supplier	110
6.1	Total Cost of Services	110
6.2	Currency of Payment	111
6.3	Terms of Payment	111
7.	Good Faith	111
7.1	Good Faith	111
7.2	Operation of the Contract.....	111
8.	Settlement Of Disputes	112
8.1	Amicable Settlement.....	112
8.2	Arbitration.....	112
9.	Liquidated Damages	113
9.1	113
9.2	113

9.3.....	113
10. Adherence to Rules & Regulations.....	114
10.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions.....	114
11. Limitation of Liability.....	114
11.1 Limitation of Liability.....	115
12. Miscellaneous Provisions.....	115
12.1 Miscellaneous Provisions.....	115
8.3 Special Conditions of Contract	117
8.4 Appendices to contract.....	121
Appendix A - Description of Services	121
Appendix B – Reporting Requirements	122
Appendix C – Total Cost of Services	123
Appendix D – Duties of the Purchaser	124
Appendix E – Form of Bank Guarantee Bond.....	125

1. INVITATION TO BID

To,

Dated: 13th April 2012

1. Setu Maharashtra invites Financial Bids from Enrolling Agencies empanelled by UIDAI (**in F3 and F4 category only**) for carrying out the enrolment functions for the Phase II of UID project in Maharashtra
2. The Request for Quotation (RFQ) includes the following sections:
 - a. Invitation to Bid
 - b. Instruction to Bidders
 - c. Scope of Work
 - d. Financial Bid Form
 - e. Annexures including Standard Contract
3. The response to the RFQ should to be submitted on or before **23rd April through the e-Tendering process**
4. The Financial Bid consists of 59 Schedules. The Bidder may quote for individual Schedules.
5. Setu Maharashtra reserves the right to reject any or all the Bids in whole or part without assigning any reasons.
6. This 'Invitation to Bid' is extended only to the F3 and F4 category of Agencies empanelled by UIDAI for undertaking demographic and biometric data collection for enrolment of residents in Maharashtra.
7. This 'Invitation to Bid' is non-transferable under any circumstances.
8. Address for Communication:

Dr. Santosh Bhogle,
State Nodal Officer, UIDAI
C/o Directorate of Information Technology,
7th Floor, Mantralaya,
Mumbai – 400032
Email: us.it@maharashtra.gov.in

2. INTRODUCTION

2.1 About UID Project

The Government of India (GoI) has embarked upon an ambitious initiative to provide a Unique Identification (UID) to every resident of India and has constituted the Unique Identification Authority of India (UIDAI) for this purpose. The timing of this initiative coincides with the increased focus of the GoI on social inclusion and development through massive investments in various social sector programs, and transformation in public services delivery through e-Governance programs. The UID has been envisioned as a means for residents to easily and effectively establish their identity, to any agency, anywhere in the country, without having to repeatedly produce identity documentation to agencies. More details on the UIDAI and the strategy overview can be found on the website: <http://www.uidai.gov.in>

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

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

2.2 About Enrolment of Residents in Maharashtra

Government of Maharashtra is committed towards the success of the UID projects, and is the leading Registrar in the country till date in terms of number of UID generated. **As part of the program, nearly 4 Cr. residents have been enrolled till date and nearly 3.3 Cr. UIDs have been generated in the State.** The State Government now envisages completion of enrolment of the remaining residents in Phase II of the project by June 2013, subject to enrolment limits as mandated by UIDAI.

Directorate of IT has been designated as the Nodal Agency for the implementation of the project, and the District Collectors and Municipal Commissioners shall be the Registrars in their respective areas.

Details about the UID project in Maharashtra can be obtained from our portal aadhaar.maharashtra.gov.in

The Enrolment Process has been segregated into **59 schedules**. Each Municipal Corporation area has been considered as a schedule, and each District (minus any Municipal Corporation area falling in that District) has been considered as a schedule. The Districts of Mumbai and Mumbai suburban have not been considered as the complete area of these 2 districts are part of the area of Municipal Corporation of Greater Mumbai (which has been considered as a schedule)

3. INSTRUCTION TO BIDDERS - STANDARD**PART I****STANDARD**

Definitions	<p>a) “Purchaser” means the agency with which the selected Bidder signs the Contract for the Services. In this project, the ‘Purchaser’ is the Setu Maharashtra</p> <p>b) “Bidder” means any entity that may provide or provides the Services to the Purchaser under the Contract.</p> <p>c) “Bid” means the Financial Proposal consisting of one/multiple Schedules.</p> <p>d) “Instructions to Bidders” (Section 3 of the RFQ) means the document which provides interested Bidders with all information needed to prepare their bids.</p> <p>e) “Scope of Work” (SoW) means the document included in the RFQ as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Purchaser and the Bidder.</p> <p>f) “Schedule” means the financial bid for each Geographical area as specified by the Registrar. In this case each Municipal Corporation area has been considered as a schedule, and each District (minus any Municipal Corporation area falling in that District) has been considered as a schedule.</p>
1. Introduction	<p>1.1 This RFQ (Request For Quotation) is being issued only to the F3 and F4 category of Enrolling Agencies empanelled by UIDAI for undertaking the Demographic and Biometric data collection of Residents in the State of Maharashtra</p> <p>1.2 All the provisions listed out in the Request for Empanelment (RFE) issued by the UIDAI and Terms & Conditions of Empanelment shall be binding upon the participating bidders of this RFQ.</p> <p>1.3 The Registrar will select a firm, in accordance with the method of selection specified in the Data Sheet.</p> <p>1.4 The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Scope of Work in Section 4.</p> <p>1.5 The date, time and address for submission of the bid has been given in Part II Data Sheet</p>

	1.6	Interested Bidders are invited to submit a Financial Bid for providing services required for the assignment named in the Data Sheet.
	1.7	The Purchaser is not bound to accept any bids, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.
Only one Bid	1.8	A Bidder shall only submit one financial bid (can contain multiple Schedules). If a Bidder (single/ consortium partner) submits or participates in more than one bid, all such bids shall be disqualified.
Bid Validity	1.9	The Part II Data Sheet to Bidder indicates how long Bidders' bid must remain valid after the submission date.
Consortium	1.10	Only those consortiums which have been empanelled by UIDAI are eligible to submit a consortium bid. In such a case, the lead agency empanelled by UIDAI shall be the lead member of the consortium and shall be responsible and liable to the Purchaser for all aspects of their bid, contract, etc.
Tenure of Contract	1.11	The estimated tenure of the contract shall be provided in Data Sheet Para 1.11
2. Clarification and Amendment of RFQ Document	2.1	Bidders may request a clarification in the RFQ document up to the number of days indicated in the Data Sheet before the bid submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Purchaser's address / email id indicated in the Data Sheet.
	2.2	At any time before the submission of Bids, the Purchaser may amend the RFQ by issuing an addendum/ corrigendum in writing or by standard electronic means. The addendum/ corrigendum shall be sent to all Bidders and will be binding on them.
3. Preparation of Financial Bid	3.1	The preparation of the Financial Bid as well as all related correspondence exchanged by the Bidders and the Purchaser, shall be in English
	3.2	The Financial Bid shall be prepared using the attached Standard Forms (Section 5, Annexure I and Annexure II). It shall list all costs associated with the assignment for each Schedule corresponding to the Geographical scope of work.

	<p>Each Schedule corresponds to a particular geographical area and each Schedule shall be treated as a separate financial bid. The geographical areas for each Schedule are given in Data Sheet Para 3.2. The financial bid shall not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.</p> <p>3.3 The Bidders shall submit a copy of the Letter of Empanelment issued by UIDAI duly indicating the level and tier as well as the list of States the Bidder is eligible to work in. Non-submission of the letter of empanelment may be grounds for disqualification.</p> <p>3.4 The Bidders shall be eligible for bidding for the various Schedules based on the Eligibility criteria as per Data Sheet Para 3.4. Bidders shall strictly adhere to the Eligibility for different Schedules and shall submit Financial Bids only for those Schedules for which they are eligible. The Purchaser shall verify the contents of the 'Letter of Empanelment' with the list of empanelled agencies provided by UIDAI to check the eligibility of the Bidders for the various Schedules the Bidder has evinced interest in working in.</p>
Taxes	<p>3.7 The Bidder may be subject to local taxes (such as: value added or sales tax, duties, fees, levies) on amounts payable by the Purchaser under the Contract. Bidders shall include such taxes in the financial bid.</p>
	<p>3.8 Bidders should provide the price of their services in Indian Rupees only.</p>
Earnest Money Deposit (EMD), and Performance Guarantee.	<p>3.10 Earnest Money Deposit</p> <ol style="list-style-type: none"> I. An EMD of Rs. 10 lakhs, in the form of DD drawn in favour of Setu Maharashtra payable at Mumbai, must be submitted along with the Bid. II. Bid not accompanied by EMD shall be rejected as non-responsive. III. No interest shall be payable by the Purchaser for the sum deposited as earnest money deposit. IV. No bank guarantee will be accepted in lieu of the earnest money deposit. V. The EMD of the unsuccessful bidders would be returned back within 45 days of signing of the contract with the selected bidders.

	<p>VI. The EMD must be submitted at the following address on or before the last date and time for submission of the bid:</p> <p style="padding-left: 40px;">Dr. Santosh Bhogle, State Nodal Officer, UIDAI C/o Directorate of Information Technology, 7th Floor, Mantralaya, Mumbai – 400032</p>
	<p>3.11 The EMD shall be forfeited by the Purchaser in the following events:</p> <p>I. If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.</p> <p>II. If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid 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 with the lowest financial quote (L1) withdraws his Bid during negotiations for any of the schedules for which it is L1 (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).</p>
	<p>3.12 Tender Fees:</p> <p>All Bidders are required to pay Rs. 10,000 (Rupees Ten thousand only) towards Tender Fees in the form of Demand Draft drawn in favor of Setu Maharashtra payable at Mumbai. The Tender Fee is Non-Refundable.</p> <p>The tender fee must be submitted at the following office on or before the last date and time for submission of bid:</p> <p style="padding-left: 40px;">Dr. Santosh Bhogle, State Nodal Officer, UIDAI C/o Directorate of Information Technology, 7th Floor, Mantralaya, Mumbai – 400032</p>
	<p>3.13. Performance Bank Guarantee</p> <p>I. The selected Bidder shall be required to furnish a Performance Bank Guarantee equivalent to 10% of the</p>

	<p>contract value rounded off to the nearest thousand Indian Rupees, in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favour of Setu Maharashtra for the entire period of contract with 90 days claim period. The bank guarantee must be submitted after award of contract but before signing of contract. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract. On submission of this performance guarantee and after signing of the contract, demand draft submitted towards EMD would be returned in original.</p> <p>II. For calculation of the Bank Guarantee amount, the population of the schedule as per the 2011 Census minus the Aadhaar enrolment completed (approx.) shall be considered</p>
<p>4. Submission, Receipt, and Opening of Bids</p>	<p>4.1 The financial bid must be submitted through the e-Tendering system of Govt. of Maharashtra on or before the date and time for such submission. The bidders are requested to familiarize themselves with the use of the e-Tendering portal of Government of Maharashtra and the requirements for submission like registration on the portal, use of digital signature etc. well in advance.</p> <p>4.2 The bids need to be signed by digital signature as per the requirements of the e-Tendering portal</p>
	<p>4.6 The Bids must be submitted no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any bid received by the Purchaser after the deadline for submission shall be returned unopened.</p>
<p>Right to Accept/Reject the Bid</p>	<p>4.7 Purchaser reserves the right to accept or reject any Bid and to annul the RFQ process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.</p>

<p>5. Public Opening and Evaluation of Financial Bids</p>	<p>5.1 Financial bids for each Schedule shall be opened through the e-Tendering site on the date & time specified the Data sheet, in the presence of the Bidders' representatives who choose to attend.</p> <p>5.2 The name of the Bidders and their financial bid for each Schedule shall be read aloud.</p> <p>5.3 The Purchaser will correct any computational errors for each Schedule. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail.</p> <p>Award of Contract</p> <p>5.4 The Contract shall be awarded to the lowest bidder (L1) for each Schedule.</p> <p>5.5 In case, a Bidder emerges as the Lowest Bidder (L1) for multiple schedules, then the Purchaser shall check whether the Bidder has exceeded its Bid Capacity as given in Data Sheet Para 5.5 in terms of the cumulative target enrolments to be covered in the multiple schedules.</p> <p>5.6 Incase, the Bidder has exceeded the eligible Bid Capacity, then the Bidder shall be asked to choose the Schedule(s) in which the Bidder has maximum interest in doing enrolment activities, such that the Bidder does not exceed the maximum Bid Capacity allowed for the Bidder's Financial Capacity TIER.</p> <p>5.7 After finalization of the L1 rate, the L2 and L3 bidders in the respective schedule will be given an opportunity to match the L1 rates. Incase the L2 and L3 bidders match the L1 rates, then they would also be allocated that schedule at the L1 rates.</p> <p>5.8 In total, upto 3 enrolment agencies can be appointed in every schedule.</p> <p>5.9 In case there is no bids for any schedule, then the L1 bidder for the entire division shall be asked to work in that schedule at the L1 price in the division</p>
<p>6 Disqualification</p>	<p>6.1 Purchaser may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:</p> <ul style="list-style-type: none"> (i) Submitted the application after the response deadline; (ii) Made misleading or false representations in the

	<p>forms, statements and attachments submitted in proof of the eligibility requirements;</p> <p>(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 years;</p> <p>(iv) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in the UID project anywhere in the country</p> <p>(v) Submitted an application that is not accompanied by required documentation or is non-responsive;</p> <p>(vi) Failed to provide clarifications related thereto, when sought;</p> <p>(vii) Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;</p> <p>(viii) Was declared ineligible/blacklisted by the Government of India/State/UT Government;</p> <p>(ix) Is in litigation with any Government in India;</p>
<p>7. Award of Contract</p>	<p>7.1 The winning Bidder for each Schedule shall submit a detailed Work Plan detailing out the number of kits to be deployed and area to be covered in each week/ month and the timelines for covering the enrolment work in the geographical area. The Work Plan should be inline with the RFQ in terms of deployment of stationary and mobile enrolment stations. The Purchaser shall evaluate the same and make necessary modifications which shall be mutually agreed by both parties before issuance of Letter of Intent</p> <p>7.2 The Purchaser shall issue a Letter of Intent to the selected Bidder after mutual acceptance of the Work Plan</p> <p>7.2 The Bidders will sign the contract as per the standard form of contract in Annexure VIII within 7 days of issuance of the letter of intent.</p> <p>7.3 The Bidder is expected to commence the assignment on the date and at the location specified in the Part II Data Sheet. In case the winning Bidder fails to start the enrolment work within 30 days of issue of Letter of Award of Work/ Letter</p>

	of Intent, then the Purchaser may cancel the award of work to the lowest bidder and negotiate with the lowest bidder (L1) in that division for award of work in the schedule(s).
--	--

INSTRUCTION TO BIDDERS – DATA SHEET***PART II******Data Sheet***

Paragraph Reference	
1.3	<p>Name and Details of Purchaser: Dr. Santosh Bhogle, State Nodal Officer, UID C/o Directorate of Information Technology, 7th Floor, Mantralaya, Mumbai – 32</p> <p>Method of selection: Refer to Part I, “STANDARD”, Section 5</p>
1.4	Name of the assignment: Selection of Enrolment Agencies for Maharashtra
1.5	<p>The Bid submission address is: The bids need to be submitted through the e-Tendering portal of the State Government</p> <p>EMD, and Tender Fee must be submitted no later than the following date and time at the office of Directorate of Information Technology: Date: 23rd Apr 2012 Time: 4.30 PM IST</p>
1.9	Bids must remain valid for 90 days after the submission date.
1.11	<p>The estimated tenure of contract: <i>15 months, which can be extended by the Purchaser if needed based on agreeable terms and conditions</i> <i>The State is looking at a project closure by June 2013</i></p>
2.1	<p>Clarifications may be requested not later than 3 days before submission date. The address for requesting clarifications is: Email: us.it@maharashtra.gov.in</p>
3.2	The Schedules and corresponding Geographical areas and Target Population

	<p>are as given below: Refer to Annexure V</p>
3.4	<p><u>Eligibility for Submission of Bids for the different Schedules</u></p> <p>For all schedules, only those bidders who have been empanelled by UIDAI for Maharashtra as F3 and F4 category agencies are eligible for submission of bids.</p> <p>M/s Smart Chip, M/s Strategic Outsourcing and M/s Vakrangee Software, which were asked to stop work due to non compliance of guidelines in Phase 1, primarily in the urban areas shall be debarred from working in Municipal Corporation areas in Phase 2 and can submit their bids for the 33 districts ONLY. Any non compliance of the same may lead to cancellation of their bids</p> <p>Bidders shall strictly adhere to the Eligibility for different Schedules and shall submit Financial Bids only for those Schedules for which they are eligible. The Bidders shall submit a copy of the 'Letter of Empanelment' along with the Financial Bid.</p>
4.3	<p>Bidder must submit the following:</p> <p>a) Financial Bid through the e-Tendering Portal. The Financial Bid shall contain one/ multiple Schedules based on the geographical areas where the bidder is interested in working.</p>
	<p>Pre Bid Meeting: A Pre Bid Meeting will be held on 16th April, Monday at 2.30 PM at the following address: Directorate of Information Technology, 7th Floor, Mantralaya, Mumbai – 32</p>
5.1	<p>The Bid Opening Date and Time is: Date: 23rd Apr 2012 Time: 5.00 PM IST</p>
5.5	<p>The Maximum Bid Capacity for the various Financial Capacity 'TIERS' is as given below:</p>

	Sl. No	Financial Capacity 'TIER'	Maximum Bid Capacity (maximum enrolments in an year)
	1	F1	15 Lakh enrolments
	2	F2	35 Lakh enrolments
	3	F3	125 Lakh enrolments
	4	F4	500 Lakh enrolments
6.1	<p>Expected date and address for contract negotiations:</p> <p><u>Date:</u> 24th April, 3 PM</p> <p><u>Location:</u> Directorate of Information Technology, 7th Floor, Mantralaya, Mumbai – 32</p>		
7.3	<p>Expected date for commencement of services 1st May 2012</p>		

4. SCOPE OF WORK

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

1. Functional scope
2. Geographical scope

4.1 Functional scope

The functional scope of this engagement shall include all the steps from setting up an enrolment station/center for enrolment of residents for the UID project up to providing requisite MIS reports to Registrar and UIDAI on enrolments completed on a daily basis till the whole enrolment operation for the targeted population is completed. The Enrolling Agency shall also be responsible for delivering additional services as required by the Registrar through this RFQ.

4.1.1 Conducting Pre Enrolment Activities

The enrolment agencies need to perform the pre enrolment activities including hiring, training and certification of resources for the project, machine and kit readiness, activities related to Aadhaar Portal administration etc.

4.1.2 Procure Biometric Devices as per UIDAI Specifications

The enrolling agency should procure web/digital camera and biometric devices (for fingerprint and iris capture), used for capture of biometric data at the enrolling station, which conform to UIDAI specifications and certified by UIDAI appointed agencies. **All guidelines and policies issued by UIDAI in this regard and any update/modification made from time to time shall hold true.**

4.1.3 Setting up of Enrolment Stations and Enrolment Centers

The number of enrolment stations/ centers and the duration shall be decided by the Registrar taking into account a number of factors like population density, geographical and topographical features, accessibility etc. **The Annexure V of this document provides details of the population of the State and the details of the Schedules. The enrolment centers should be setup based on the district population and the present status of enrolment.**

The present status of UID generated per district can be obtained from the UIDAI Portal.

The enrolment agencies are expected to setup stationary and mobile enrolment stations to be available for enrolment operation. The exact location and catchment area of the stationary enrolment station and catchment area for the mobile enrolment station shall be decided by the registrar in consultation with the Enrolment agency. A stationary enrolment station in this context would mean an enrolment station that shall be available at a particular location and address for a period more than 10 days to complete enrolment of the population in the catchment area assigned. The Registrar may decide to provide the facilities to house the stationary enrolment station at these locations. A mobile enrolment station in this context would mean an enrolment station housed in a mobile vehicle with facilities as defined in this section and shall move around in the catchment area (locality) assigned until the enrolment of the target population in the locality is completed.

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

a. Setting up of Enrolment station

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

An enrolment station including a mobile enrolment station shall be equipped with all the necessary machinery which include

	Mandatory Requirements
A	Enrolment Station
A.1	Laptop available
A.2	UIDAI software installed, tested, configured, registered with CIDR as per installation and configuration manual
A.3	List of Introducers loaded on laptop
A.4	Iris capturing device available(record Make & Model)
A.5	Fingerprint capturing device available(record Make & Model)
A.6	Digital Camera(record Make & Model)
A.7	White back ground screen available for taking photographs
A.8	Extra monitor for residents to verify their data (15-16" with a resolution above 1024x768)
A.9	All devices as per UIDAI standards
A.10	Working of all equipment at every station tested

A.11	Data backup device (4 GB pen drive sufficient for 1 centre/day i.e. ~5 stations. Enrolment Centre should maintain a stock of 20 days)
A.12	Printer (A4 laser printer; must print photo with good quality receipt)
A.13	Printer Paper(Inventory for 5 stations for 10 days ~ 20 rims)
A.14	GPS Receiver (as per specification to be provided by UIDAI)
A.15	AntiVirus / Anti Spyware checks
A.16	Data Card /Internet connectivity for Enrolment Client to be online every 24-48 hrs
A.17	All Operators and Supervisors enrolled into AADHAAR and registered with CIDR
A.18	The pre-enrolment data from the Registrars,if used, is available for import on laptops

All guidelines, policies and technical specifications issued by UIDAI in this regard and any update/modification made from time to time shall hold true.

b. Setting up of Enrolment Centre

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

Enrolment Centers can be opened ONLY after prior approval of the Registrar (Municipal Commissioners and District Collectors) after updating all requisite details about the center in the UIDAI portal. Any center not following the above directive shall be deemed to be an illegal center and necessary action shall be taken against the concerned Enrolment Agency

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

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

	Mandatory Requirements
B	Enrolment Centre

B.1	Backup power supply (generator) of 2 KVA capacity for every five enrolment stations kept in a centre
B.2	Fuel to run the generators
B.3	Printed enrolment forms for filling data available in sufficient numbers
B.4	Adequate lighting, fans & power points for plugging various biometric devices available
B.5	Local authorities informed of enrolment schedule
B.6	Introducers informed of enrolment schedule
B.7	Banner for the Enrolment Centre placed at entrance
B.8	Posters depicting enrolment process in English & the local language present in visible places
B.9	Greivance handling Helpline Number and other important numbers displayed prominently inside/outside the enrolment centre
B.10	The User Manual of the software available for ready reference & operators aware of the same
B.11	Sponge for wetting and hand-cleaning cloth available

All guidelines and policies issued by UIDAI in this regard and any update/modification made from time to time shall hold true.

- i. An enrolment center shall be manned by a supervisor and technical personnel in addition to the operators at the enrolling stations. A ratio of 5:1 operators to supervisors as well as operators to technical staff subject to a minimum of one technical staff per one enrolment centre should be maintained by the Enrolment Agency.
- ii. The premises of the enrolment center are expected to be provided by the Government authorities wherever available. However the enrolling agency shall ensure required infrastructure like connectivity, power (if not already available) etc with the help of the local body authorities. In cases where such facilities are not available, the enrolling agency shall be responsible for providing alternate arrangements like power generator etc.
- iii. An area in the enrolment center shall be clearly demarcated for enrollees waiting to be enrolled and facilities for seating should be provided.
- iv. In case of mobile enrolment centers/stations, the decision on frequency/period of availability shall be decided by the Registrar based on density of population, geographical terrain etc.

4.1.4 Hire, Train and Certify Manpower for Enrolment

Hiring Manpower:

The Enrolling Agency shall hire manpower to operate the enrolment station/center as per the guidelines prescribed by UIDAI.

- i. Operator: The enrolling agency shall hire manpower (operator) to execute enrolment at the enrolment stations as per the criteria provided below
 1. The operator should have passed Matriculation
 2. The operator should have a basic understanding of operating a computer and should be comfortable using the computer.
 3. The operator should have undergone training on the various equipment and gadgets as specified in 1.a above.
 4. The operator should have passed the Operator test for UID enrolment and certified from a testing and certifying agency authorized by UIDAI.

- ii. Supervisor: The enrolling agency shall hire Supervisors to supervise enrolment at the enrolment centers as per the criteria provided below
 1. The supervisor shall preferably a graduate
 2. The supervisor shall have a good understanding and experience in using a computer.
 3. The supervisor should have undergone training on the various equipment and gadgets as specified in 1.a above.
 4. The operator should have passed the Supervisor test and certified from a testing and certifying agency authorized by UIDAI.

- iii. Technical personnel : The enrolling agency shall hire Technical personnel to provide technical support during enrolment at the enrolment centers as per the criteria provided below
 1. The Technical personnel shall be a Graduate and have a certification/experience on hardware/software trouble shooting and maintenance
 2. The Technical personnel shall have a good understanding and experience in using a computer.
 3. The Technical personnel should have undergone training on the various equipment and gadgets as specified in 1.a above.
 4. The Technical personnel should have passed the Technical personnel test and certified from a testing and certifying agency authorized by UIDAI.

- iv. **Induction training:** After hiring the personnel as described above, the Enrolment Agency should impart induction training on the various activities involved in the enrolment process to enable them to understand and adjust to the local situation. The induction training is to be given just before actual deployment of the personnel for enrolment operations and shall be compulsory. The period of induction training shall be from 10 to 15 days.

Training of Manpower:

The EA may also opt to identify resources to employ in the Enrolment operations, get them trained and certified and then deploy them on the enrolment stations. UIDAI has empanelled training institutes to impart training in UIDAI prescribed enrolment operations.

No operator/supervisor/technical staff can be put on to the project to enroll residents without being trained and certified as per the process defined by UIDAI. All operators / supervisors/ technical staff working on the UID project in Maharashtra need to have their UID number generated before they can do any enrolment activity in the State.

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

Certifying Agency authorized by UIDAI. Therefore the agency shall coordinate with the testing agency for testing and certifying its trainees.

11. The agency shall be subject to process audits for training from time to time by UIDAI/ its representative.

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

No Outsourcing of working shall be allowed, and all supervisors, operators, technical staff and managerial staff for the project to be on Agencies payrolls and paid atleast more than Minimum Wages and after following all relevant Labor laws in the State. The payment should be made through banking channels only. The EAs need to open Aadhaar enabled bank accounts of the staff members for the same.

All the staff deployed by the enrolment agency at the enrolment centers should clearly display their company ID Card with name and photograph.

4.1.5 Conduct Enrolment Operations as per Standard Processes specified by UIDAI/Registrar

Prior to the commencement of the Enrolment operations the Enrollment Agency shall work closely with the local governing bodies, key introducers in publicizing the UID, its importance and schedule for UID registration in that location. During the enrolment operation also publicity and awareness shall be done in coordination with the local authorities to encourage UID registrations. All content and material for such publicity will be jointly worked by UIDAI/Registrar and shall conform to specifications laid down by UIDAI. DIT, Govt. of Maharashtra shall print such publicity material to the extent possible. The bidders are also encouraged to print additional copies of such material as per their need. **The EAs need to put the IEC material given to them at prominent places in the centers, failing which they may be liable for penalties (which may include the cost of printing the said publicity material).**

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

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

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

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

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

The bidder shall collect the KYR data after due verification by the Verifier.

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

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

Step 3: Get consent letter and generate acknowledgement receipt.

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

Consent letter has to be given on the spot and under no circumstances should the citizen be asked to come later to collect it. Also, under no circumstances should a citizen be given a hand written consent form and in case the printer in the enrolment center is not working, then the center should be shut down till the print is repaired/made working.

Step 4: Data backup and transfer:

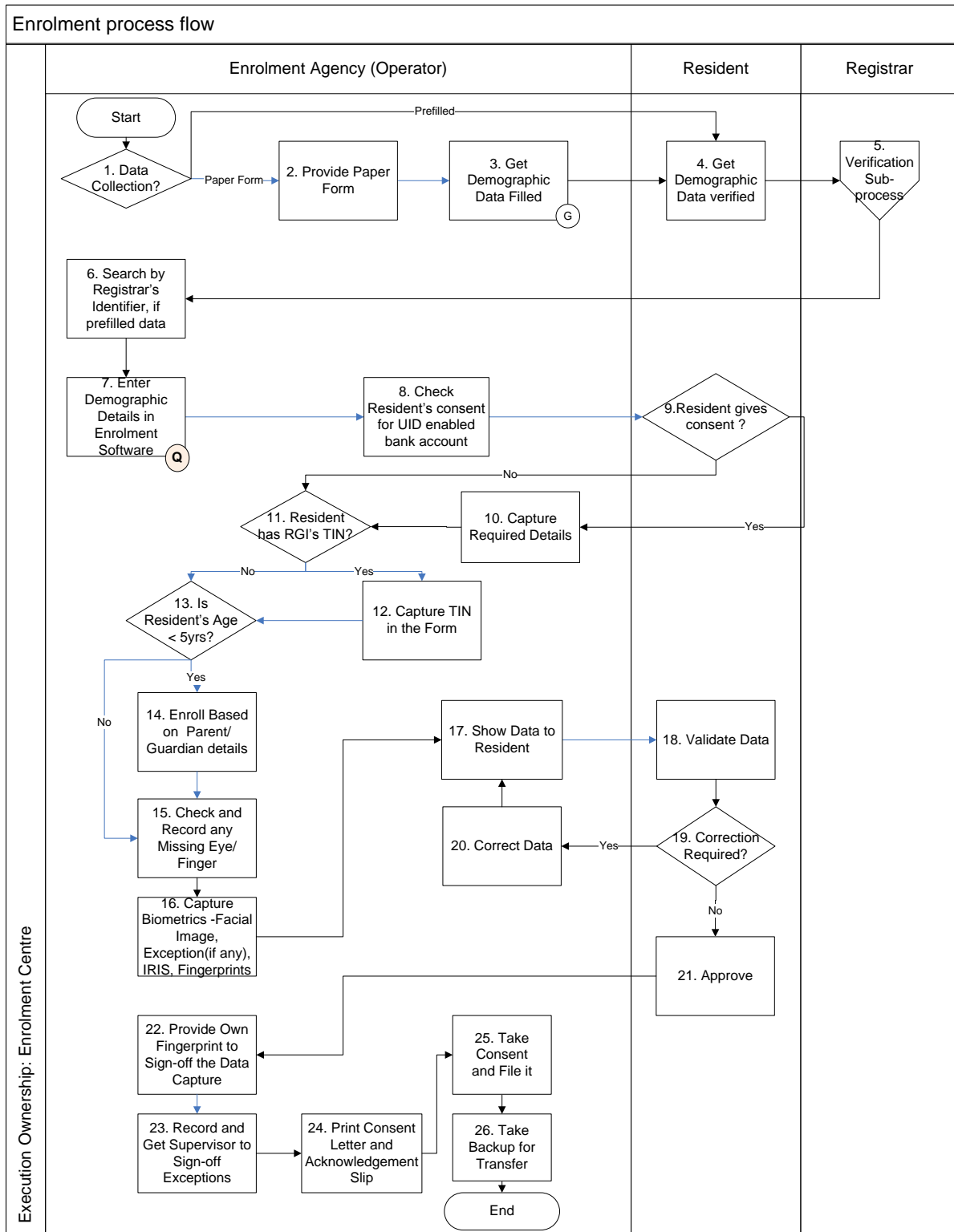
The data thus collected would be transmitted to the UIDAI for a process of de-duplication and allotment of the AADHAAR Number.

The machines should be synced with the Central CIDR Server as per the frequency and guidelines being issued by UIDAI from time to time. Presently, the kits need to be synced with the UIDAI CIDR server every 10 days or 1000 enrolments, whichever is earlier.

The printing of enrolment forms for collection of KYR data, along with the acknowledgements/receipts shall be done by the bidder in the format prescribed by UIDAI/DIT, Govt. of Maharashtra

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

However, please note that any change made in the enrolment process by UIDAI at any point of time shall be applicable to the bidder.



4.1.6 Send Enrolment Data to CIDR

The Aadhaar enrolment data needs to be sent to the CIDR server within the minimum frequency and timeframe defined by UIDAI. The transfer of data shall be as per the method prescribed by UIDAI for the same.

The enrolling agencies are therefore advised to obtain these instructions before they proceed to collect the demographic and Biometric Data of the willing enrollees.

The enrolment agency must ensure that the data collected for the purpose of enrolment is safe and secure and there is no data loss before transmission to CIDR due to any negligence on part of the bidder.

4.1.7 Document Management System

UIDAI has appointed an agency for Document Management Services for pickup of hard copy documents, scanning and storage etc. The enrolment agencies need to provide the hard copy of the documents collected in the format prescribed by UIDAI to the DMS agency.

The responsibility of safe custody of the documents till the handover to the DMS agency of UIDAI lies entirely with the enrolment agency and any non compliance of the same shall attract strict penalties.

UIDAI is expected to continue with the above mentioned DMS process for about the next 6 months (approx.) during which the agencies need to handover the hard copy of the documents to the DMS agency. **UIDAI is expected to discontinue the DMS process after that period and the agencies may need to scan the documents at the enrolment centers during the time of enrolment and upload the scanned documents as part of the enrolment data packet. The hard copy of the documents is to be returned to the residents after completion of the enrolment. The detailed guidelines for the same shall be released by UIDAI shortly and the same shall be applicable to the project.**

4.1.8 Scanning of documents

Presently, no scanning needs to be done by the enrolment agencies at the enrolment centers. The hard copy collected from the residents need to be handed over to the DMS agency appointed by UIDAI.

UIDAI is expected to discontinue the DMS process after about 6 months and the agencies may need to scan the documents at the enrolment centers during the time of enrolment itself and upload the scanned documents as part of the enrolment data packet. The hard copy of the documents is to be returned to the residents after completion of the enrolment. The detailed guidelines for the same shall be released by UIDAI shortly and the same shall be applicable to the project.

Once the scanning needs to be done at the enrolment centers, the enrolment agencies shall be paid an additional amount of 72 paisa per page scanned (number of pages to be scanned shall be defined by UIDAI) per UID generated. This rate has been discovered recently by Govt. of Maharashtra through a tender process for similar scanning activity. The enrolment agencies should not quote any separate rate for this activity as part of the commercial bid.

4.1.9 Support in IEC activities in the State

IEC is a critical and key component of the UID project and the State Government has put a special emphasis on the same. The State Government, in collaboration with UIDAI will design, print, publish UID IEC material from time to time. The Enrolment Agencies are expected to ensure adequate display of the IEC material in the enrolment centers. The enrolment centers should display the following items without any deviation:

1. Any IEC Material provided by the State Govt./ UIDAI
2. Basic UID enrolment guidelines
3. The opening and closing time of the enrolment center
4. Name and Contact No. Of the Supervisor
5. Contact details of UIDAI Support Centre/ Call Centre for registering queries/ complaints
6. Clear Notice that the enrolment process is free of cost

4.1.10 Privacy & Security

Enrolling agencies are responsible to make sure that the data is kept in a very secure and confidential manner and under no circumstances, shall they neither use the data themselves nor part with the data to any other agency other than the UIDAI. Mechanisms to ensure the same have to be put in place by the Enrolling agency and shall be subject to audit by UIDAI/Registrar/their representative from time to time.

Any non compliance of the same leading to loss, misuse, compromise of the data shall be dealt with strongly by the State Government and may lead to criminal proceeding against the enrolment agency and its staff.

4.1.8 Provide Electronic MIS Reports on Enrolment Status Daily

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

4.2 Geographical Scope

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

4.3 Service Levels

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

1. Penalty of Rs 150 per error for every demographic error made
2. Penalty of Rs. 500 for every serious error like biometric mixup, process violation such as capturing multiple residents photograph or biometrics in the same packet, capturing photo from a photo, recording residents as biometric exception when their biometric modalities are available and can be captured etc.

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

4.4 Roles and Responsibilities

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

Role	Responsibilities
------	------------------

Role	Responsibilities
Enrolment Agency	<ul style="list-style-type: none"> • Procure certified biometric devices • Procure other hardware & infrastructure for enrolments • Ensure enrolment software is installed on required laptops / desktops • Load pre-enrolment residents data on enrolment stations laptop, where applicable • Ensure UIDAI processes & standards are followed • Assist Registrar develop enrolment schedules • Work closely with the Registrar in enrolment publicity & awareness at grass-root level • Work Closely with the Registrar in the IEC activities • Ensure availability of certified operators & supervisors at enrolment centres • Ensure availability of certified technical staff • Ensure all staff are on the rolls of the enrolment agency • Ensure adequate number of stationary are available • Ensure adequate backup arrangement at enrolment centre • Setup enrolment stations • Capture demographic and biometric data • Handle exception cases during capture of data • Obtain consent letters and make corrections in data recorded, if required • Provide acknowledgement slips to Residents • Handle issues and concerns of operators and residents • Ensure audit feedback, if any, incorporated in process • Ensure regular sync of data with CIDR as per the frequency and guidelines of UIDAI • Enable successful data transfer to CIDR as per the frequency and guidelines of UIDAI • Provide hard copy of the documents in the required format to the DMS agency appointed by UIDAI (this will be till the timeframe provided by UIDAI) • Scanning of documents at the enrolment centres along with the enrolment of residents (this will start only after notification of the same from UIDAI/ State Govt.) • File, back up & store enrolment data as per UIDAI guidelines • Take remedial / corrective action in case of process / quality deviations
Setu Maharashtra	<ul style="list-style-type: none"> • Provide MIS data as and when needed

Role	Responsibilities
Registrar	<ul style="list-style-type: none"> • Audit of Enrolment Centres' readiness • Audit of enrolment agency processes and their effectiveness • Verify PoI, PoA, DoB documents in case of document based verification (through the Verifiers appointed by the Registrar) • Define enrolment plan including locations & timeframe • Identify suitable locations for setting up enrolment centres • Ensure pre-enrolment data, where applicable, is available to Enrolment Agency • Ensure list of Introducers is available with their demographic, biometric details and UID numbers • Ensure communication reaches the target beneficiaries / residents through IEC • Provide template for paper-based enrolment form containing KYR fields • Setup mechanism for periodic process & data quality • Aadhaar Portal administration related work for the State
UIDAI	<ul style="list-style-type: none"> • Facilitate certification of biometric devices • Provide training content • Facilitate certification of operators, supervisors, technical staff • Appoint a training and certification agency and provide testing content to this agency • Appoint DMS agency • Provide required standards & guidelines • Vet awareness & publicity content • Provide MIS/reports to the Registrar

4.5 Timelines

The enrolment process should be completed by **June 2013**.

4.6 Payment to the Enrolment Agency

Payments shall be made to the Enrolment Agency by the Registrar **on the number of UID generated after deduction of penalties** as applicable after the corresponding amount has been received from UIDAI.

This payment shall be subject to adherence to the Service Level Agreements and after deducting TDS as applicable.

5. FINANCIAL BID FORMS

The Financial Bid consists of one Schedule each for each geographical area outlined in Section 4.2. The bidder shall be responsible for doing the necessary background research to understand each geographical area, terrain, population density, urban-rural percentage as well as the infrastructure requirements.

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

5.1 Financial Bid Covering Letter

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

5.2 Financial Bid Form

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

Annexure I – Financial Bid Covering Letter

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

To,

Dr. Santosh Bhogle,

State Nodal Officer, UID

C/o Directorate of Information Technology,

7th Floor, Mantralaya,

Mumbai - 400032

Dear Sir,

Ref: Request for Quotation (RFQ) Notification dated 13-04-2012

1. Having examined the RFQ document, we, the undersigned, herewith submit our response to your RFQ Notification dated 13/04/2012 for Selection of Enrolment Agency for UID, in full conformity with the said RFQ document. (in case of consortium, the names of the consortium partners shall be provided here)
2. We, the undersigned, offer to provide services to Setu Maharashtra for carrying out the enrolment functions for Enrolment of Residents of Maharashtra for UID in accordance with your RFQ.
3. We have read the provisions of the RFQ document and confirm that these are acceptable to us. Hence, we are hereby submitting our Financial Bid.
4. We agree to abide by this RFQ, consisting of this letter, financial bid and all attachments, for a period of 90 days from the closing date fixed for submission of bid as stipulated in the RFQ document.
5. We hereby declare that we are interested in participating in the following Schedules and have submitted the financial bids for each Schedule specified below:
 - a. Schedule –
 - b. Schedule –
 - c.
 - d. Schedule – N
6. We would like to declare that we are not involved in any litigation with any Government in India and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
7. We hereby declare that we have not been blacklisted by any Central/ State/ UT Government.
8. We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government.
9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

10. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".
11. We understand that Setu Maharashtra is not bound to accept any bid received in response to this RFQ.
12. In case we are engaged by Setu Maharashtra as an Enrolling Agency, we shall provide any assistance/cooperation required by Setu Maharashtra, UIDAI appointed auditing agencies/ UIDAI officials for performing their auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
13. In case we are engaged as an Enrolling Agency, we agree to abide by all the terms & conditions of the Contract that will be issued by Setu Maharashtra
14. The financial bid includes all costs as per the Scope of Work mentioned in the tender document.

Our correspondence details with regard to this RFQ are:

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

(Affix the Official Seal of the Firm)

Annexure II – Financial Bid Format

Schedule No.	Schedule Name	Price per enrolment in INR (inclusive of all taxes) *

** This shall include all costs as per the Scope of Work and all items like the equipment costs, manpower costs, vehicle costs, travel and lodging costs, taxes and duties and any other miscellaneous costs.*

Note:

- 1. The bidder needs to add the Schedule No. and Schedule Name for the schedules that it is bidding for*
- 2. The Contract Value for the purpose of calculation of the Bank Guarantee shall be computed as: Total Cost of the Schedule as per the Financial Bid x (Target population for the Schedule – Total No. of enrolments completed in the Schedule in approx.)*

Annexure III – Guidelines for Enrolment

1. Table of Contents

1. Table of Contents.....	41
2. How to Read This Document.....	42
3 Process Overview.....	44
3.1 Goals and Objectives	44
3.2 Scope.....	44
3.3 Prerequisites for Process	44
3.4 End of Process.....	44
3.5 Roles and Responsibilities	45
4 Process Details	47
4.1 Resident Enrolment Process Flow	47
4.2 Resident Enrolment Process Description.....	47
4.3 Setup Enrolment Centre Sub Process Flow	50
4.4 Setup Enrolment Centre Sub Process Description.....	51
4.5 Capture Demographic and Biometric Data and Ready for Transfer Sub Process Flow	55
4.6 Capture Demographic and Biometric Data and Ready for Transfer Sub Process Description.....	56
4.7 Verification Sub Process Flow.....	63
4.8 Verification Sub Process Description	63
5. Appendix.....	67
5.1 Standards and Guidelines.....	67
5.1.1 KYR Standards for Collecting Demographic Data.....	67
5.1.2 Detailed Guidelines for Recording Demographic Data	68
5.1.3 Documents for Verifying PoI, PoAand DoB	71
5.1.4 Biometric Data Capture Standards.....	72
5.1.5 Detailed Guidelines for Collecting Biometric Data.....	75
5.1.6 Handling of Exceptions.....	78
5.2 Formats, Templates and Checklists	81
Checklist for Setting up Enrolment Centre	81
References.....	84

2. How to Read This Document

This process document is organised into below sections:

1. Process Overview
 - a) Goals and Objectives: The section provides a description of what this process document intends to accomplish. The objectives represent specific measurable outcomes of this process document.
 - b) Scope: This section lists the key activities covered in this process document.
 - c) Prerequisites for Process: This section lists criteria that need to be fulfilled before the enrolment process covered in the scope of this document begins.
 - d) End of Process: This section informs what is the output of the Resident Enrolment Process.


2. Process Details
 - a) Process Flowcharts: Flowchart diagrams are used to define process in this document, showing the steps as boxes of various kinds, and their order by connecting these with arrows. This diagrammatic representation gives a step-by-step process flow. Process step is represented in these boxes, and arrows connecting them represent flow / direction of flow of data/information. Refer the Legends section to understand the significance of various symbols used in flowchart.


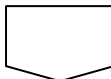
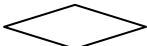

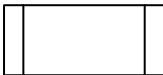
 - b) Process Description: Process description is used for each flowchart to convey to the reader, a detailed description of each process step and references to annexure/other processes and sub processes. Refer Abbreviations used section for deciphering abbreviations used in the descriptions.

3. Annexure
 - a) Standards and Guidelines: This section describes the standards recommended by UIDAI that need to be referred to during the enrolment process. Guidelines are provided to streamline the processes and help achieve better quality output.

 - b) Formats, Templates and Checklists: This section consists of sample formats of various forms and checklists used in the scope of this process.

Legends

	Signifies Start /End of Process
---	---------------------------------

	Signifies Activity/Task
	Signifies an off page reference of a Sub Process
	Signifies a Decision Box
	Signifies a Reference to either a Guideline(G), Form(F) or Quality Check point (Q) depending on the text used inside the circle
	Signifies an external process being referred

Abbreviations used

- UID - Unique Identification
- UIDAI - Unique Identification Authority of India
- DDSVP - Demographic Data Standards and Verification Procedure
- KYR - Know Your Resident
- KYR+ - Fields required in addition to KYR fields required by the Registrars
- PoI - Proof of Identity
- PoA - Proof of Address
- DoB - Date of Birth
- RGI - Registrar General of India
- TIN - Temporary Identification Number provided by RGI
- NGO - Non Government Organisation
- CSO - Civil Society Outreach
- FI - Financial Inclusion

3 Process Overview

3.1 Goals and Objectives

This document is intended to provide necessary inputs to the Enrolment Agency to make sure that the data capture is done in a proper manner and also the verification of the details given is done as prescribed for the process of issuing AADHAAR.

The objective is to provide detailed guidelines for the enrolment process which consists of setting up enrolment centres, capturing demographic data and biometric data, handling exceptions, and storage of data.

3.2 Scope

- Readiness of Enrolment Centres in terms of logistics, devices, hardware, software and trained operators
- Verification of Resident's information according to prescribed verification procedure
- The exercise of collection of demographic data, biometric data and storage
- Readiness for submission of enrolment data by Enrolment Agencies

3.3 Prerequisites for Process

- Enrolment Agencies appointed by Registrars
- Registration number provided to registrars, enrolment agencies and enrolment centre (*Registrar On-Boarding Process*)
- Introducers identified (*Introducer Enrolment and Monitoring Process*)
- Client enrolment software shared with enrolment agencies (*Registrar On-Boarding Process*)
- Grievance handling and technical support for enrolment agencies and residents in place (*Grievance Handling Process*)
- Training and certification modules for enrolment agencies in place
- Communication content and methodology for residents defined (*Resident Awareness and Demand Generation Process*)

3.4 End of Process

- UID data and biometrics for residents captured and ready to be taken to a designated location for transfer to CIDR (*1st Mile Logistics Process*)

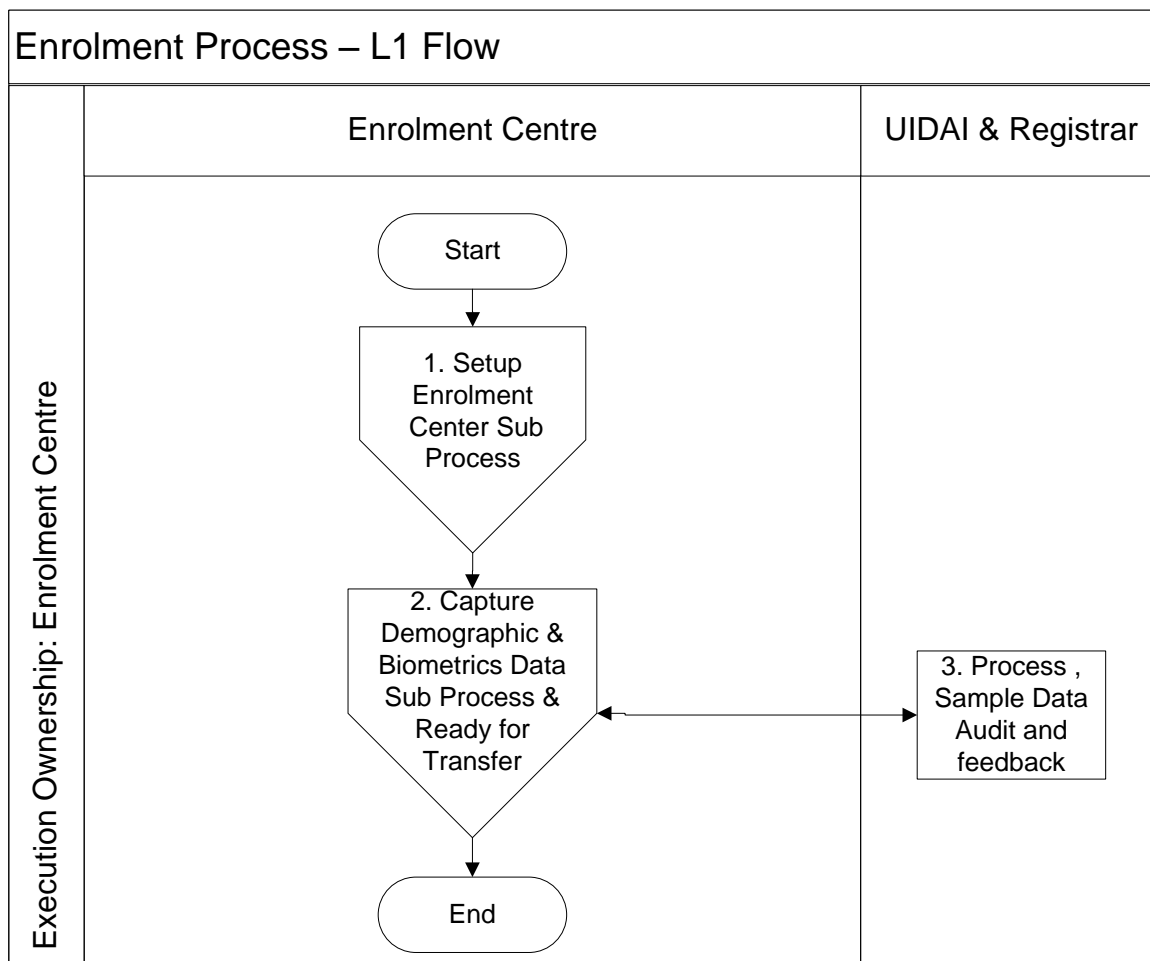
3.5 Roles and Responsibilities

Role	Organization	Responsibilities
Enrolment Agency Point of Contact	Enrolment Agency	<ul style="list-style-type: none"> • Procure certified biometric devices • Procure other hardware and infrastructure for enrolments • Ensure enrolment software is installed on required laptops / desktops • Load pre-enrolment residents data on enrolment stations laptop, where applicable • Ensure UIDAI processes and standards are followed • Assist Registrar develop enrolment schedules • Work closely with the Registrar in enrolment publicity and awareness at grass-root level • Ensure availability of certified operators and supervisors at enrolment centres • Ensure adequate stationary is available • Ensure adequate backup arrangement at enrolment centre • Take remedial / corrective action in case of process / quality deviations • Enable successful data transfer to CIDR
Enrolment Centre Supervisor	Enrolment Agency	<ul style="list-style-type: none"> • Setup enrolment station • Supervise enrolment process • Handle issues and concerns of operators and residents • Act as an operator, when required • Ensure checklists are filled • Ensure audit feedback, if any, incorporated in process • Take enrolment data to a designated location for transfer to CIDR • File, back up and store enrolment data as per UIDAI guidelines
Enrolment Operator	Enrolment Agency	<ul style="list-style-type: none"> • Capture demographic and biometric data • Handle exception cases during capture of data • Obtain consent letters and make corrections in data recorded, if required • Provide acknowledgement slips to Residents

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

4 Process Details

4.1 Resident Enrolment Process Flow



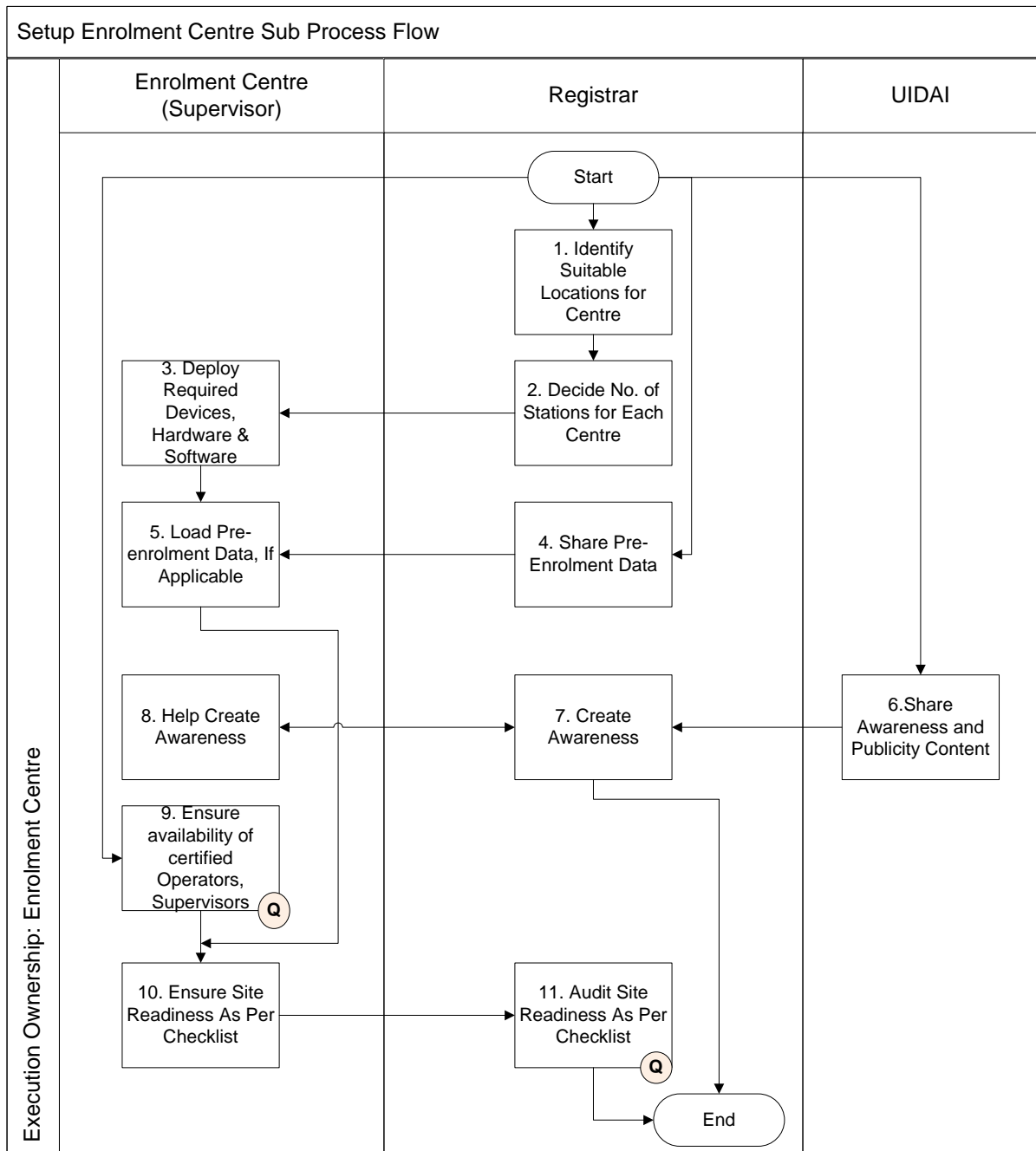
4.2 Resident Enrolment Process Description

S.No	Step	Responsibility	Reference
	<p>Start</p> <p>This process begins when an Enrolment Agency is ready to start enrolling residents. To begin enrolments, Enrolment Agency needs to Setup Enrolment Centre. Go to Step 1.</p>		
1.	<p>Setup Enrolment Centre</p> <p>Initiate sub process 4.3 Setup Enrolment Centre. This contains details on setting up an enrolment centre.</p>	Enrolment Agency	4.3 Setup Enrolment Centre

S.No	Step	Responsibility	Reference
2.	<p>Capture Demographic and Biometric Data and Ready for Transfer</p> <p>After an enrolment centre is ready, Enrolment Agencies can begin the process of capturing residents' demographic and biometric data. For details on how to capture data, go to sub process 4.5 Capture Demographic and Biometric Data.</p> <p>After Data Capture, Data files are to be ready at identified/specified location for transfer to CIDR.</p> <p>Refer external process for 1st Mile logistics which prescribes the methods by which the data has to be transferred to the Authority. The enrolling agencies are therefore advised to obtain these instructions before they proceed to collect the demographic and biometric data of the willing enrolees.</p> <p>The Unique Identification Authority of India (UIDAI) accords highest importance and primacy to the security of data collected on the enrolees who enrol themselves to obtain Unique Identification Numbers. It is the responsibility of the enrolling agencies to make sure that the data is kept in a very secure and confidential manner and under no circumstances shall they use the data themselves nor part with the data to any other agency than the UIDAI. Privacy of an individual's data is accorded utmost importance by the UIDAI. If there is any violation of privacy by the enrolling agency or through its employees, contractual or otherwise, there shall be a breach of contract, apart from attracting the penal provisions of the Act which will govern the operations of the Authority.</p>	Enrolment Agency	<p>4.5 Capture Demographic and Biometric Data and Ready for Transfer Sub Process</p> <p>External process for 1st Mile logistics Process</p>

S.No	Step	Responsibility	Reference
3.	<p>Process , Sample Data Audit and feedback</p> <p>UIDAI may do sample data audits for quality. This will reduce the chances of enrolment failures/rejections later due to poor data quality.</p> <p>Registrar should audit adherence to process by enrolment agency to prevent malpractices. These audits may be conducted by the Registrar, a 3rd party appointed by the Registrar or by any other party/mechanism deemed fit by the Registrar.</p> <p>UIDAI may also undertake sample process audit during enrolment and also provide feedback on the audit conducted by the Registrar.</p> <p>Based on feedback, Enrolment Agency may need to make some adjustments/changes in its process.</p>	UIDAI and Registrar	
	End		

4.3 Setup Enrolment Centre Sub Process Flow



4.4 Setup Enrolment Centre Sub Process Description

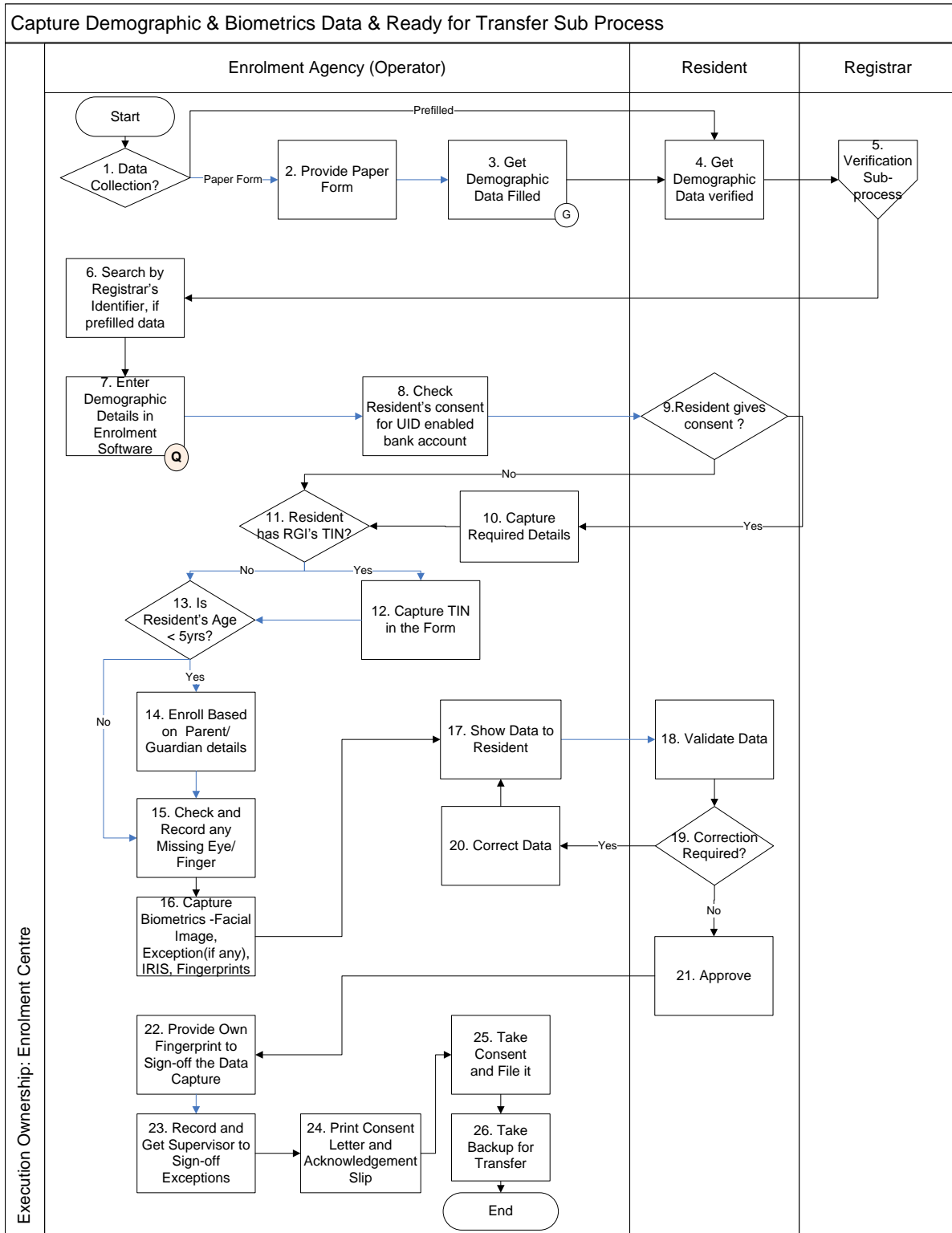
S.No	Step	Responsibility	Reference
c	<p>Start</p> <p>To setup enrolment centres, activities that need to be initiated are:</p> <ul style="list-style-type: none"> • Step 1 Identify suitable locations for Enrolment • Step 4 Share Pre-Enrolment Data, if used • Step 6 Ensure Availability of Certified Operators, Supervisors • Step 7 Share Awareness and Publicity Content 		
1.	<p>Identify Suitable Locations for Centre</p> <p>Registrar identifies suitable locations where enrolment centres may be setup as follows:</p> <ul style="list-style-type: none"> • Assess details of the area including the terrain, local weather conditions, law and order situation, logistics support etc. • The enrolment Centre selected must be secured and protected from the natural elements so that there is no damage or loss to the devices and data. • Co-ordinate with the local district administration right from the planning stage to the actual roll-out of the enrolment. • In order to cover the difficult-to-reach areas and villages where proper premises are not available, it may be necessary to have mobile enrolment centres. The list of difficult areas will be available with the State Government. • In case of mobile enrolment centres/stations, the decision on frequency/period of availability shall be decided by the Registrar based on density of population, geographical terrain etc. 	Registrar	

S.No	Step	Responsibility	Reference
2.	<p>Decide Number of Stations for Each Centre</p> <p>The number of stations can be decided based on the target number of days for completion of enrolment in the particular area or the district and the expected number of enrollees in the area. It should be borne in mind that only 60-70 enrolments can be done by one station in a day.</p> <p>Typically, the Enrolment Centres set up in an area / district should be able to complete the coverage in 20 – 25 days. This would help focus the efforts of the district/ area administration in the area and also ramp up the publicity in all the modes so as to bring the residents to the Enrolling Centres for the enrolment.</p>	Registrar	
3.	<p>Deploy Hardware, Software for Enrolment</p> <p>Ensure all hardware and software as mentioned in the 5.2.1 are deployed at the enrolment centre. Test the hardware / software for proper working.</p>	Enrolment Agency	5.2.1 Checklist for Setting up Enrolment Centre
4.	<p>Share Pre-enrolment Data Available, if Used</p> <p>Where applicable, share the pre-enrolment data / beneficiary database with Enrolment Agencies for carrying out the enrolments. The details of the database need to be discussed and sent to UIDAI in advance in prescribed format and aligned to UIDAI requirements as per technology integration toolkit.</p>	Registrar	5.1.1 KYR Standards for Collecting Demographic Data
5.	<p>Load Pre-enrolment Residents Data on the Enrolment Station Laptop</p> <p>Load and test beneficiary database on enrolment centre laptops / desktops and ensure it is accessible / searchable.</p>	Enrolment Agency	
6.	<p>Share Awareness and Publicity Content</p> <p>Share awareness and publicity content, as detailed in the external process, with the Registrar. Guide them in adapting the content / communication.</p>	UIDAI	

S.No	Step	Responsibility	Reference
7.	<p>Create Awareness in Target Beneficiaries / Residents</p> <p>Ensure right communication reaches the target resident groups with respect to timing and location for enrolment centres, benefits of enrolling etc.</p>	Registrar	
8.	<p>Help Create Awareness</p> <p>Enrolment Agency needs to assist the Registrar in communication and generating resident awareness. The role of the enrolment agency should be limited to publicising the content provided by the UIDAI/ Registrars. The EA should not add to / modify /delete the content provided by Registrar/ UIDAI.</p>	Enrolment Agency	
9.	<p>Ensure Availability of Certified Operators, Supervisors</p> <p>Although training is not mandatory, certification is mandatory for Operators. Ensure certified Operators and Supervisors are available at enrolment centres. The no. of certified Operators should be more than the no. of stations for job rotation and avoiding Operator fatigue.</p> <p>The supervisor is required to handle any situation that requires immediate attention and handle exceptions at the enrolment centre itself and inform the Registrar subsequently.</p> <p>Technical personnel for attending power /system / biometric instrument related maintenance problems should be available on call in a centrally located place covering about six enrolment centres so that the downtime can be minimized.</p> <p>Proceed to Step 10. Ensure Site Readiness and Fill Checklist.</p>	Enrolment Agency	
10.	<p>Ensure Site Readiness and Fill Checklist</p> <p>Ensure the enrolment centre is setup as per 5.2.1 Checklist for Setting up Enrolment Centre. Document exceptions, if any, and sign-off the checklist.</p>	Enrolment Agency	5.2.1 Checklist for Setting up Enrolment Centre

S.No	Step	Responsibility	Reference
11.	Audit Site Readiness Audit enrolment centre for readiness using 5.2.1 Checklist for Setting up Enrolment Centre . The Registrar's supervisor will also sign-off the checklist.	Registrar (Supervisor)	
	End		

4.5 Capture Demographic and Biometric Data and Ready for Transfer Sub Process Flow



4.6 Capture Demographic and Biometric Data and Ready for Transfer Sub Process Description

S.No	Step	Responsibility	Reference
	<p>Start</p> <p>This is the sub-process where actual resident enrolment begins. This process begins when a resident approaches an Enrolment Centre for enrolment.</p>		
1.	<p>Pre-Filled Data?</p> <p>Initial collection of demographic data can happen via multiple channels. The data can be either extracted from a pre-filled database OR the data can be filled in a paper-based form when a resident approaches an enrolment centre.</p> <p>If pre-filled data is not available, proceed to Step 2. Provide Paper Form Else go to step no. 4.</p>	Enrolment Agency (Operator)	
2.	<p>Provide Paper Form</p> <p>Enrolment forms (containing KYR fields) must be filled up at the enrolment centre along with Resident's signature. A Registrar can choose to have the Enrolment form as a part of their enrolment form OR to have separate forms for capturing KYR and KYR+ fields.</p> <p>These paper-based forms are to be maintained at enrolment centres.</p>	Enrolment Agency (Operator)	5.2.2 Enrolment Form
3.	<p>Get Demographic Data Filled Up</p> <p>Guide resident in filling up and signing the form. If the Resident is unable to fill the form himself / herself, operator may take assistance from local support such as (but not limited to) Village Accountant, Field Inspector, Introducer, NGOs / CSOs etc.</p> <p>Refer standard 5.1.1 for details on capturing the KYR field.</p> <p>Refer guideline 5.1.2 for details on capturing resident demographic information.</p>	Enrolment Agency (Operator)	5.1.1. KYR Standards for Collecting Demographic Data 5.1.2. Detailed Guidelines for Recording Demographic Data

4.	Get demographic data verified. Resident needs to get the demographic data provided by him/her verified. Resident need to carry Original documents and a photocopy of PoI,PoA,DoB for verification.	Resident	
5.	Refer Verification Sub Process Flow for details 2 Distinct methods of verification are discussed in this document <ul style="list-style-type: none"> • Based on supporting documents • Based on introducer system 	Registrar (Supervisor)	
6.	Retrieve by Registrar's Identifier, if prefilled data If the resident is already a part of the Registrar's beneficiary database, retrieve resident's demographic details using the Registrar's Identifier. Some examples are (but not limited to) <ul style="list-style-type: none"> • Ration card no (Food and Civil Supplies Department as Registrar) • Job card no (Rural Development Department as Registrar) • Policy no (LIC as Registrar) • TIN (RGI as Registrar) • EPIC no (Election Commission as Registrar) • PAN no (Income Tax Department as Registrar) 	Enrolment Agency (Operator)	
7.	Enter Demographic Details in Enrolment Software Enter the verified demographic details in the enrolment software. The software has built-in features to ensure completion of mandatory data fields. In case data has been retrieved using Registrar's identifier, then check and correct/complete the demographic data.	Enrolment Agency (Operator)	
8.	Check Resident's Consent to participate in FI? Check with resident if he/she wants to participate in the scheme of financial inclusion (FI) by linking his current Bank A/C to his UID or by opening a new Bank A/C on the basis of his UID.	Enrolment Agency (Operator)	

9.	<p>Resident gives consent</p> <p>If the resident has consented with a “Yes” to participate in financial inclusion and linking/opening a bank A/C with his UID, proceed to step 10 to Capture Required Details. If resident does not give his/her consent, proceed to step 11</p> <p>Resident has RGI’s TIN?</p>	Resident	
10.	<p>Capture Required Details</p> <p>If the resident has an existing bank A/C, the following details must be procured:</p> <p><i>Name, Bank, Bank Branch, A/C Number and IFSC Code</i>(to be filled in by the enrolment operator from the dropdown he’ll have access to, in case the resident is unaware of the same).</p> <p>Irrespective of the registrar being a bank or non-bank, the above details have to be mandatorily filled in the enrolment form. Any additional information that a bank registrar would want to process may well be done after the above requirements are fulfilled.</p> <p>If a resident has consented to participate in FI, and doesn’t have an existing bank A/C, then the enrolment station must procure from the resident his preferred bank in which he wants to open a UID enabled bank account from the list of banks available with the enrolment station, and fill in the BIN (Bank Identification Number) for the same.</p> <p>If the Registrar involved in enrolment is a bank, determine if the resident has an existing A/C in this Registrar’s bank. In such a case, an existing A/C in any other bank will mean the same as having ‘No’ bank account.</p> <p>If the registrar is a bank, then their own BIN must be entered. This is subject to the approval of the resident’s consent to open a new account with the registrar bank. If the resident denies doing so, proceed to check in step 11.</p>	Enrolment Agency (Operator)	
11.	<p>Resident has RGI’s TIN?</p> <p>The Operator should check with the resident if the</p>	Enrolment Agency	

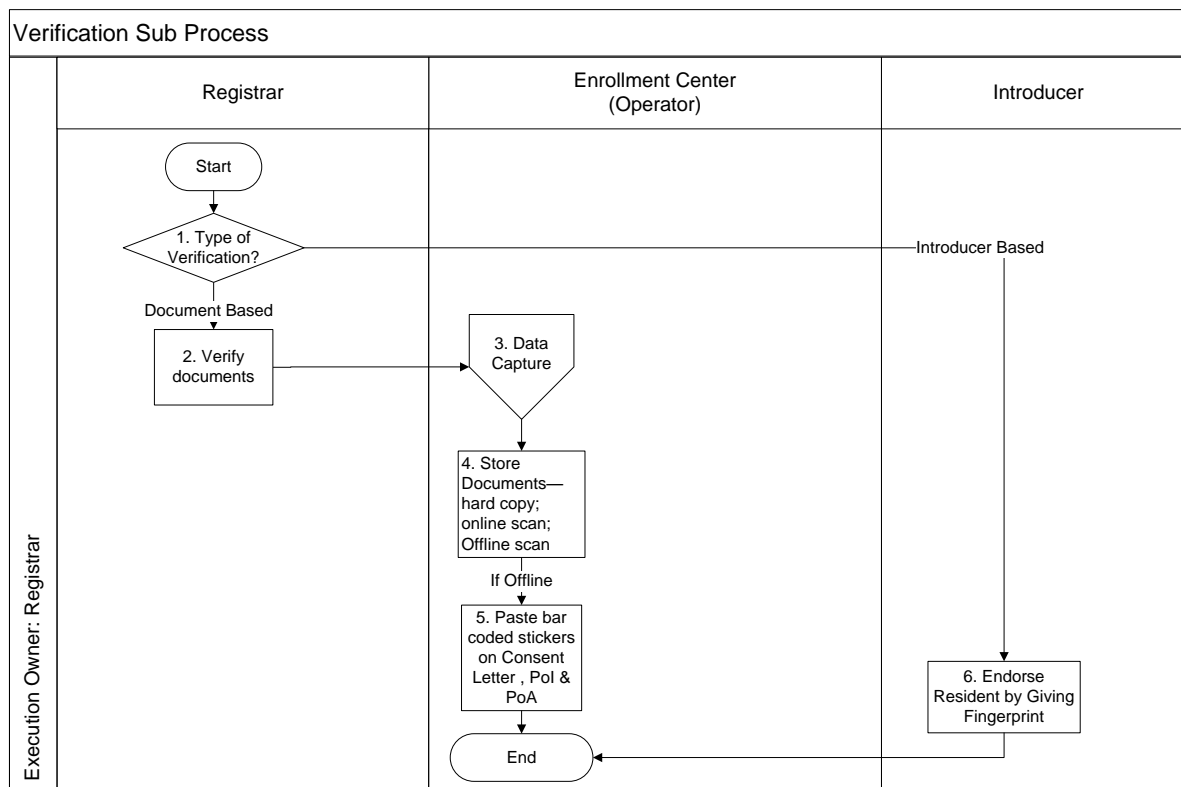
	<p>RGI (census) officials have visited his / her household for the census survey.</p> <ul style="list-style-type: none"> • If yes, proceed to Step 12. Capture TIN in the Form • If no, proceed to next check in Step 13. Is Resident's Age < 5yrs? 	(Operator)	
12.	<p>Capture TIN in the Form</p> <p>The RGI official would have provided a TIN / schedule no. to the household / individual. Capture the same in the enrolment software. Operator can inform the resident that this will be used for sharing resident's AADHAAR number with RGI. The resident may already have an AADHAAR prior to RGI process.</p>	Enrolment Agency (Operator)	
13.	<p>Is Resident's Age < 5yrs?</p> <p>Check if the resident's age is less than 5 years.</p> <p>If yes, proceed to Step 14. Enrol based on Parent/Guardian Details</p> <p>If no, proceed to Step 15. Check and Record for any Eye/ Finger Missing</p>	Enrolment Agency (Operator)	
14.	<p>Enrol based on Parent/Guardian Details</p> <p>In case of children below the age of 5 years one of the parents' or guardian's name shall be recorded and UID or Enrolment Number (either of the two numbers) shall be recorded. This is mandatory.</p> <p>If the child is being enrolled along with his father /mother / guardian, first enrol the parent / guardian and record the parent's enrolment no. in the child's form.</p> <p>If the father /mother / guardian of the child has either not enrolled or does not possess AADHAAR number at the time of enrolment, the enrolment of that child cannot be done unless the above requirements are fulfilled.</p>	Enrolment Agency (Operator)	
15.	<p>Check and Record for any Eye/ Finger Missing</p> <p>Check resident's eyes and fingers for fitness (missing/amputated). If the resident has any</p>	Enrolment Agency (Operator)	

	<p>deformities, these also have to be captured on the Demographic screen.</p> <p>Enter Details of “Missing Eye Indication” or “Missing Finger Indication” as appropriate.</p> <p>In such a case, the operator shall assist the resident in the fingerprint capture to avoid capture of the extra finger/s.</p>		
16.	<p>Capture Biometrics - Facial Image, IRIS and Fingerprints</p> <p>Guide the resident to occupy the chair in front of the enrolment station. The resident should be instructed to be seated properly with their back upright and their face towards the camera.</p> <p>The images of all the ten fingers are to be captured. The fingerprints must be captured in the sequence of slaps of four fingers of left hand, right hand followed by the two thumbs.</p> <p>The Operator can visually verify facial image quality. Apart from this in-built quality checks in the software indicate the quality of biometrics at each stage. If any biometric exceptions have been specified on the demographic screen, these should be captured as photographs on the Photograph screen.</p> <p>The software forces re-captures for a fixed number of times when quality is not OK. Afterwards the Operator may try capture again but will not be forced by the system. However, it should be borne in mind that the forced capture should not become harassment for the resident.</p> <p>If required, ask resident to clean hands on towel and/or help to apply little more pressure on hand while taking image again. Similarly, guide resident</p>	Enrolment Agency (Operator)	<p>5.1.4 Biometric Data Capture Standards</p> <p>5.1.5 Detailed Guidelines for Collecting Biometric Data</p>

	<p>to get appropriate quality of iris and facial images.</p> <p>Policies for biometric capture:</p> <p>Iris - above 5 yrs mandatory (also used for de-duplication)</p> <p>Fingerprint - above 5 yrs capture</p> <p>Fingerprint - above 15, treated like adult</p> <p>Face - all mandatory including infants</p> <p>Below 5 yrs - guardian/parent mandatory, after that optional</p> <p>Any biometric exception (any finger missing, any eye missing) - extra photo as well as supervisor signature</p> <p><i>AADHAAR Enrolment Client software automatically takes care of enforcing these policies. UIDAI may, from time to time, make modifications to these policies</i></p>		
17.	<p>Show Data to Resident</p> <p>The Operator shows the data entered to the resident on a monitor facing the resident and if required, reads out the content to the enrollee, to ensure that all details captured are correct.</p>	Enrolment Agency (Operator)	
18.	<p>Validate data</p> <p>The resident will ensure that all details entered in Demographic form are correct.</p>	Resident	
19.	<p>Correction Required?</p> <p>In case any errors are pointed out to the Operator. go to step no.20, Correct Data</p> <p>Else go to step no. 21, Approve.</p>	Resident	
20.	<p>Correct Data</p> <p>The EA Operator then corrects the errors pointed out and again shows the data to the resident.</p>	Enrolment Agency (Operator)	
21.	<p>Approve</p> <p>If no corrections are required, resident will approve the data.</p>	Resident	

22.	<p>Provide Own Fingerprint to Sign-off the data capture</p> <p>The Operator will then provide own Fingerprint to sign-off the data captured.</p> <p>CIDR will process for an operator that is enrolled and has been added to valid operator list by EA.</p>	Enrolment Agency (Operator)	
23.	<p>Record and Get Supervisor to Sign Off Exceptions</p> <p>The Supervisor may sign off any exceptions observed in Data Collection.</p>	Enrolment Agency (Operator)	5.1.6 Handling Exceptions
24.	<p>Print Consent Letter and Acknowledgement</p> <p>Print Acknowledgement slip and provide to resident.</p>	Enrolment Agency (Operator)	5.2.3 Acknowledgement Slip and Consent Letter(draft format)
25.	<p>Take Consent and file it</p> <p>Operator will take Resident's consent (signature/thumb impression) and file this copy.</p>	Enrolment Agency (Operator)	
26.	<p>Take Backup for Transfer</p> <p>Operator maintains backup of data captured. Also, Operator exports data to a memory stick and keeps it ready for transfer at a specified location.</p> <p>Refer 1st Mile Logistics Process for Data Transfer flow and Guidelines</p>	Enrolment Agency (Operator)	External Process Refer 1 st Mile Logistics Process for Data Transfer flow and Guidelines
	End		

4.7 Verification Sub Process Flow



4.8 Verification Sub Process Description

S. No	Step	Responsibility	Reference
	Start It is essential that key demographic data is verified properly.		
1.	Type of Verification 2 Distinct methods of verification are discussed in this document <ul style="list-style-type: none"> Based on supporting documents Based on introducer system 	Registrar	
2.	Verify Documents Registrar's Supervisor verifying the documents	Registrar (Supervisor)	5.1.3. Documents

	<p>should be a pre enrolled resident. He may be covered during the special drive for Introducers.</p> <p>For Verification based on Documents, the Registrar's Supervisor present at the Enrolment Centre will verify the documents and sign/stamp the documents as a proof of Verification.</p> <p>If pre-enrolment data is used Registrar's Supervisor will verify those documents (like Ration Card, NREGA job card etc.).</p> <p>In case Enrolment form is used for filling demographic data, then Supervisor will verify form details against PoI, PoA, DoB documents.</p> <p>Verify Name, Date of Birth, Address against PoI, DoB and PoA documents. Refer Guideline 5.1.3 for list of applicable documents.</p> <p>Verify Name and UID of Parent/Guardian in case of children.</p> <p>Registrar's Supervisor will then sign and stamp the photocopy of documents verified.</p>		for Verifying PoI, PoA and DoB
3.	<p>Capture Demographic and Biometrics Data and Ready for Transfer Sub Process</p> <p>After verification by Registrar, the Operator will follow the process of capturing Demographic and Biometrics Data and keep it ready for transfer to CIDR.</p> <p>Refer 4.5 Capture Demographic and Biometrics Data and Ready for Transfer Sub Process</p>	Enrolment Agency (Operator)	4.5 Capture Demographic and Biometrics Data and Ready for Transfer Sub Process
4.	<p>Store Documents</p> <p>These documents need to be maintained by the Registrar at least for 7 years from the date of capture or as specified by UIDAI from time to time.</p> <p>In case of any legal requirements, Registrar shall furnish necessary documents as required by UIDAI.</p> <p>The Registrar may store documents in either</p> <ul style="list-style-type: none"> • Hard copy or • Digitise documents by online scanning during the process of data capture or • Digitise documents offline and allot 	Enrolment Agency (Operator)	

	<p>Document Identification Number(DIN) – barcode</p> <p>Registrar to prescribe suitable documentation management system for easy tracking and retrieval of documents.</p> <p>If Scanned offline, bar coding can be useful in tracking, as explained in step no.5.</p> <p>Else End.</p>		
5.	<p>Paste bar coded stickers on Consent Letter, PoI and PoA</p> <p>To save on online scanning cost and time, a Registrar may opt for offline scanning of documents. If this is the case, the Operator will paste pre-printed bar coded stickers on these documents. The bar code will be read and stored on the Resident file.</p> <p>When scanning of documents will take place at a later stage, then the bar code reader will read the bar code on any of these documents. PoI, PoA documents will then be scanned and attached to the data file of the Resident that is retrieved using bar code.</p>	Enrolment Agency (Operator)	
6.	<p>Endorse Resident by giving fingerprint</p> <p>The Introducer will go through all the details to ensure that he endorses correctly. The Introducer ensures that all the residents that he is about to endorse are known and given particulars are correct. The concept of inclusiveness should not take away the credibility of the Introducer system. Any false verification by Introducer shall make him liable for legal action.</p> <p>The Introducer can endorse a resident and vouch for the validity of Resident’s information by giving his/her thumbprint in the enrolment software's “Review” tab. In addition he/she should sign the Enrolment form endorsing the resident.</p> <p>Introducer will validate by giving fingerprint.</p>	Introducer	
	End		

5. Appendix

5.1 Standards and Guidelines

5.1.1 KYR Standards for Collecting Demographic Data

Information	Fields	Verification Required	Verification Procedure
Personal Details	Name	Yes	<ul style="list-style-type: none"> Any of the POI documents Introducer for people who have no documents
	Date of Birth ##	No	---
	Gender	No	---
Address Details	Residential Address(For UID letter delivery and other communications)	Yes	<ul style="list-style-type: none"> Any of the POI documents Introducer for people who have no documents Address will be physically verified during UID letter delivery. But Resident's physical presence not required during letter delivery
Parent/ Guardian Details	Father's/ Husband's/ Guardian's Name*	Conditional	<ul style="list-style-type: none"> No Verification of Father/ Husband/ Guardian in the case of adults No Verification of Mother/ Wife/ Guardian in the case of adults
	Father's/ Husband's/ Guardian's UID*	Conditional	
	Mother's/ Wife's/ Guardian's Name*	Conditional	
	Mother's/ Wife's/ Guardian's UID*	Conditional	
Introducer Details	Introducer Name**	Yes	<ul style="list-style-type: none"> Introducer's Name, UID on the form Introducer's thumbprint endorsing the resident in the Review tab of the enrolment software. In case Introducer is not present at
	Introducer's UID**		

			the time of enrolment, he/she can review the list later and endorse.
Contact Details	Mobile Number	No	---
	Email Address	No	---
## A flag is maintained to indicate if Date of Birth (DoB) is verified, declared, or approximate. In case exact DoB is not known, resident should indicate the age only. Enrolment software has the provision to capture age & calculate the year of birth.			
<p>* For infants, Father/ Mother/ Guardian's name (at least one) and UID is mandatory.</p> <p>* For children under a particular age, biometric de-duplication will not be done. Hence their UID will be flagged as such until they are biometrically de-duplicated at a later age. Their UID will be linked to at least one of the parent's UID.</p> <p>* In the case the adult is not in a position or does not want to disclose, name of either Father/ Husband/ Guardian or Mother/ Wife/ Guardian, select the flag in the enrolment software to indicate that resident has not given the relationship details.</p>			
** For residents with no document proof, an "Introducer" should certify his/ her identity.			

5.1.2 Detailed Guidelines for Recording Demographic Data

i. Name

1. The Enrolment Agency should verify the proof of identity documents produced by the individual before recording the name.
2. The name of the person **in full** should be entered in the boxes provided for this purpose. Leave single box between two separate words.
3. It is very important to write the person's name very carefully and correctly. For example, the respondent may tell that his name is V. Vijayan whereas his full name may be Venkatraman Vijayan and similarly R. K. Srivastava's full name may actually be Ramesh Kumar Srivastava. Similarly, a female enrollee may tell her name as K. S. K. Durga while her full name may be Kalluri Surya Kanaka Durga.
4. Ascertain from her/him the expansion of her/his initials and check the same in the documentary evidence produced before recording the name in full.
5. In case of difference in the name declared and the one in document (PoI), the name as declared by the resident may be recorded by the Enrolment Agency provided the difference is only in spelling.
6. If two documentary proofs produced by the enrollee have variation in the same name (i.e., with initials and full name), the enrollee's preferred name should be recorded.
7. Sometimes the infants and children may not have been named yet. Please try to ascertain the intended name for the child by explaining to the enrollee the importance of capturing the name of the individual for allotting UID.

8. In case of non availability of supporting documents for PoI, the name should be recorded with the assistance of the Introducer.

ii. Date of Birth (DoB)

1. Write date of birth of Enrolment Agency, indicating day, month and year in the relevant boxes provided. Record the day (2 digits), month (2 digits) and year (4 digits).
2. In the Date of Birth Field, depending on the clarity / proof provided by the resident, following should be captured:
 - “V” – When the DoB can be verified from a documentary evidence
 - “D” – When resident declares the DoB without any documentary evidence
 - “A” – When the resident is unable to give exact DoB and the approximate age has been given

iii. Gender:

1. Gender has to be recorded by the Enrolment Agency as declared by the enrolee in the box provided by recording Male, Female or Transgender ‘M’ or ‘F’ or ‘T’ respectively.

iv. Residential Address:

1. Record the residential address in the boxes provided.
2. The address should be recorded as available in the documentary evidence produced by the enrolee. Leave space between two words. Please ensure that the particulars are filled up correctly.
3. In line 1 of the address capture “care of” persons name if any. (Usually this has to be captured for children and old age people living with parents and children respectively). If not available, leave the Address line 1 blank.
4. Generally in rural areas, Building number, House number etc. are not available. If not available leave the address line 2 blank.
5. Write the Street Name, if any, in Address line 3, otherwise leave it blank.
6. Write major/minor landmark if any in address line 4 otherwise leave it blank.
7. Write name of Mohalla/Locality/Post Office in address line 5, otherwise leave it blank.
8. Name of the village/town/city is to be written in address line 6.
9. Write the name of District and State in address line 6 and 7.
10. Ascertain the Postal Index Number Code(PIN code) and record in the boxes.

v. Parent/ Spouse /Guardian Information (Conditional)

1. Filling the father / husband / guardian or Mother / Wife / Guardian field is mandatory for all. If they are enrolled their UID should be recorded.
2. In case the adult is not in a position or does not want to disclose, xxx should be recorded in the field.

3. In case of children below the age of 5 years one of the parents' or guardian's name is recorded and UID or Enrolment Number is recorded. It is mandatory.
4. If the child's father /mother / guardian has / have not enrolled and / or do / does not possess an UID at the time of enrolment, the enrolment of that child cannot be done unless the above requirements are fulfilled.

vi. Relationship type (Conditional):

1. This field is mandatory if the information in the above field is available, otherwise leave this field as blank.
2. Here the relationship type of the above field to be recorded as "F" for Father, "M" for Mother, "H" for Husband, "W" for Wife and "G" for Guardian.

vii. Introducers Name (Conditional):

1. Name of the Introducer has to be recorded in this field in case where enrolee is not able to produce any documentary evidence as PoI and PoA.
2. When the enrolee depends on Introducer for proof of verification, the UID of the Introducer is mandatory.

viii. Mobile Number (optional):

1. If the enrolee possesses and is willing to provide his/her mobile/landline number, this optional field can be filled in.

ix. Email address (optional):

1. If the enrolee possesses and is willing to provide his/her e-mail ID, this optional field can be filled in.

5.1.3 Documents for Verifying PoI, PoA and DoB

This would be as per the GR issued by the State Government earlier on this subject.

5.1.4 Biometric Data Capture Standards

The biometrics are to be collected by the Enrolling Agency based on the standards laid down by the UIDAI. The recommended standards for the capture of facial image, finger prints and the iris are as follows:

i. Face Image Capture

Key Decisions	Summary of Decisions
Enrolment	
Image capture	Full frontal, 24 bit colour
Digital / Photographic requirements	Per ISO 19794-5 Section 7.3, 7.4, 8.3 and 8.4 with Section 8.3 of Technical Corrigendum 2. Inter-eye distance – minimum 120 pixels.
Pose	Per ISO 19794-5 Section 7.2.2
Expression	Neutral expression. Specified as best practices.
Illumination	Per ISO 19794-5 Section 7.2.7
Eye Glasses	Per ISO 19794-5 Section 7.2.11
Accessories	Permissible for medical and ethical reasons only.
Multiple samples of face	Yes. Recommended for automatic face recognition.
Operational	Per ISO 19794-5 Section 7.2.4 – 7.2.10
Assistance	Yes. Specified as best practices.
Segmentation and feature extraction	Recommended for automatic face recognition
Quality check	Yes. Specified as best practice.
Storage and compression	Uncompressed image strongly recommended. For legacy reasons, lossless JPEG 2000 colour accepted.
Authentication	
Image capture	Same as enrolment
Compression	JPEG 2000 colour compression recommended. Compression ratio to be less than 10:1
Number of Images	One full frontal image

ii. Finger Print Capture

Key Decisions	Summary of Decisions
Enrolment	
Image capture	

Key Decisions	Summary of Decisions
Plain or rolled	Plain, live scan
Number of fingers	Ten
Device characteristics	Setting level 31 or above, EFTS/F certified
Quality check	Yes – Specified as best practice. Avoid NFIQ quality 4 and 5 level fingerprints.
Operational	
Assistance	Yes – Specified as best practice
Corrective measure	Yes – Specified as best practice
Storage and transmission Compression	Uncompressed image strongly recommended. For legacy reasons, JPEG 2000 or WSQ compression accepted.
Storage format	Per ISO Section 8.3 No deviation necessary
Minutiae format	Per ISO Section 8.3. No deviation necessary
Multi-finger fusion algorithm	Recommended. Application dependent.
Authentication	
Image capture	
Number of fingers	No minimum, no maximum. Application dependent. Recommended as best practice
Any finger option	Yes. Recommended as best practice
Retry	Maximum 5. Recommended as best practice.
Device characteristics	Setting level 28 or above
Transmission format	Per ISO. No tailoring necessary
Compression	JPEG 2000 compression recommended. Compression ratio to be less than 15:1
Minutiae format	Per ISO 19794-2. No tailoring necessary

iii. Iris Capture

Key Decisions	Summary of Decisions
Enrolment	
Image	Two eyes, > 140 pixel image diameter (170 pixel preferred), image margin 50% left and right, 25% top and bottom of iris diameter

Device Characteristics	Tethered, autofocus, continuous image capture, exposure < 33 mille-second, distance >300 mm for operator control, > 100mm Enrolee control
Operational	Operator controlled strongly preferred. No direct natural or artificial light reflection in the eye, capture location: indoor.
Segmentation	Non-linear segmentation algorithm
Quality Assessment	Per IREX II recommendations
Compression and Storage	ISO 19794-6 (2010) data format standard as tailored in Section 11 JPEG 2000 or PNG lossless compression, KIND_VGA of Table A.1 of ISO 19794-6 (2010)
Authentication	Same as enrolment except One and / or two eyes JPEG 2000

5.1.5 Detailed Guidelines for Collecting Biometric Data

i. Fingerprint Capture

a. **Left Hand Fingerprints:** The Enrolee should be requested to place all four fingers of the **left hand** to platen of the fingerprint scanner for the four-finger capture to ensure good contact and maximize the area of the captured fingerprints.



b. If **automatic** capture does not happen, the operator should force the capture through option available in the enrolment software. The capture software will allow forced capture only after at least one attempted automatic capture for that Enrolee.

c. The operator should visually check the image for quality and for typical problems. In case there are problems go back to steps above to retry the capture.

d. If capture is still not possible, move on to the next step to capture the fingerprints of the right hand.

e. **Right Hand Fingerprints:** The Enrolee should be requested to place all four fingers of the **Right Hand** to platen of the fingerprint scanner for the four-finger capture to ensure good contact and maximize the area of the captured fingerprints.



f. If **automatic** capture does not happen, the operator should force the capture through option available in the enrolment software. The capture software will allow forced capture only after at least one attempted automatic capture for that Enrolee.

g. Visually check the image for quality and for typical problems. In case there are problems go back to steps above to retry the capture.

h. If capture is still not possible, move on to the next step to capture the fingerprints of the two thumbs.

i. **Two Thumbs:** The Enrolee should be requested to place **Two Thumbs** to platen of the fingerprint

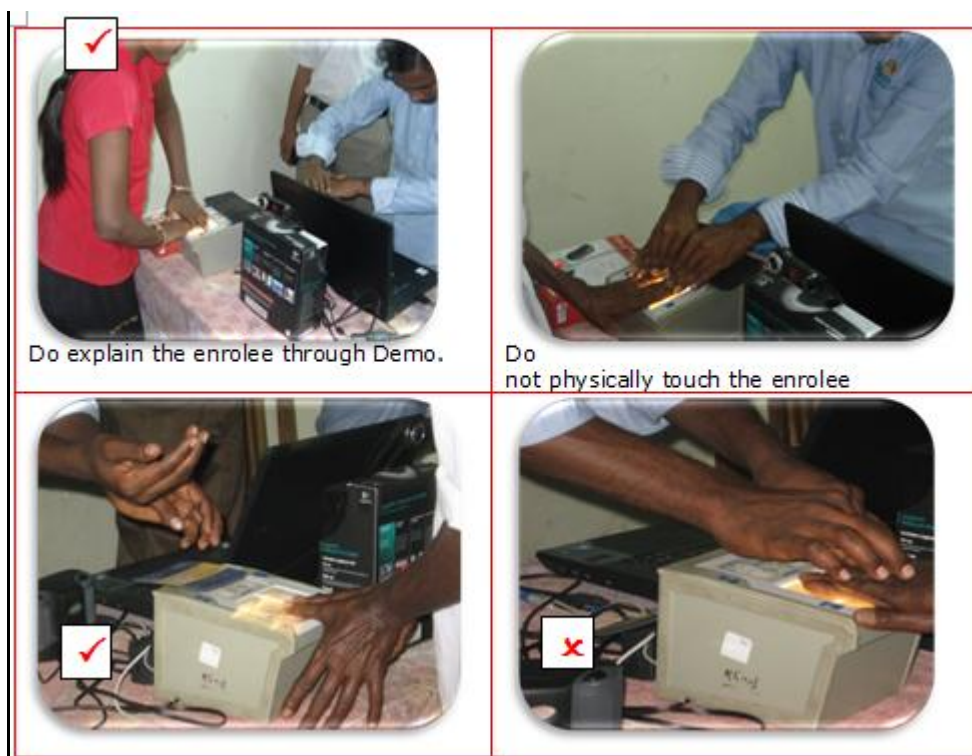


scanner for the capture to ensure good contact and maximize the area of the captured fingerprints.

j. If **automatic** capture does not happen, the operator should force the capture through option available in the enrolment software. The capture software will allow forced capture only after at least one attempted automatic capture for that Enrolee.

k. Visually check the image for quality and for typical problems. In case there are problems go

back to steps above to retry the capture.



ii. **Facial Image Capture**

a. **Enrolee Position:** For capturing facial image, it is advisable for the operator to adjust the camera instead of the Enrolee to position herself/himself at the right distance or in the right posture.

b. **Focus:** The capture device should use auto focus and auto-capture functions. The output image should not suffer from motion blur, over or under exposure, unnatural coloured lighting, and radial distortion. Interlaced video frames are not allowed.

c. **Expression:** Expression strongly affects the performance of automatic



face recognition and also affects accurate visual inspection by humans. It is strongly recommended that the face should be captured with neutral (non-smiling) expression, teeth closed and both eyes open.

d. **Illumination:** Poor illumination has a high impact on the performance of face recognition. It is difficult for human operators to analyze and recognize face images with poor illumination. Proper and equally distributed lighting mechanism should be used such that there are no shadows over the face, no shadows in eye sockets, and no hot spots.

e. **Eye Glasses:** If the person normally wears glasses, it is recommended that the photograph be taken with glasses. However, the glasses should be clear and transparent so that pupils and iris are visible. If the glasses are with tint, then direct and background lighting sources should be tuned accordingly.

f. **Accessories:** Use of accessories that cover any region of the face is not permitted.

g. However, accessories like eye patches are allowed due to medical reasons.

h. Further, accessories like turban are also allowed as religious practices.

i. Operators need to be trained to obtain the best possible face images that satisfy requirements.

iii. Iris Capture

a. Iris pattern of each eye is not correlated, and gives two independent biometric feature sets. It assures correct assignment of left and right eyes and allows for more accurate estimation of roll angle.

b. In order to obtain good quality template, the iris image diameter should be a minimum of 170 native pixels.

c. In order to retain sufficient image surrounding the iris for the purpose of identifying the left or right eye as well as for a more accurate iris segmentation, the margins around the iris portion of the image need to be at least 50% of the iris diameter on the left and right sides of the image, and a least 25% of the iris diameter on the top and bottom of the image.

d. The capture device should be more than 300 mm away from the Enrolee to be considered non-intrusive.

e. The capture device should use auto focus and auto-capture functions.



- f. In special circumstances where the Enrolee has to position herself or himself, the capture device should be more than 100mm away but the device should use a visor or other mechanical alignment aid to enable the Enrolee to position themselves.
- g. In order to provide an acceptable level of usability and ease of alignment, the camera must allow for some variability in the position of the iris centre relative to the camera. This variability is defined by position tolerances in the horizontal, vertical, and axial dimensions that together define a volume (the “capture volume”) within which the centre of the iris must be located in order to enable image capture.
- h. For two eye capture devices, the capture volume dimensions for devices without mechanical alignment aids are 19 mm wide, 14 mm high, and 20 mm deep, and for devices with such aids, 19 mm wide, 14 mm high, and 12 mm deep.
- i. The iris image capture device must be capable of capturing light in the range of 700 to 900 nanometres. The camera’s near infrared illuminator(s) must have a controlled spectral content, such that the overall spectral imaging sensitivity, including the sensor characteristics, transfers at least 35% of the power per any 100 nm-wide sub-band of the 700 to 900 nm range.
- j. The iris image capture sensor shall use progressive scanning.
- k. Illumination shall be compliant with illumination standard IEC 825-1 and safety specification ISO 60825-1.
- l. In order to achieve acceptable recognition accuracy, the iris acquisition sensor must achieve a signal-to-noise ration of at least 36dB.
- m. Within the frequency range of interest, 700 to 900 nm, the iris sensor shall generate images with at least 8 bits per pixel.
- n. The operator and not the Enrolee will handle the capture device.
- o. The Enrolee will be required to sit (or stand) in a fixed position, like taking a portrait photograph.
- p. The iris capture device or the connected computer would be able to measure the iris image quality. An initial image quality assessment would be done to provide feedback to the operator during the capture process. The device alerts the operator if the captured iris image is of insufficient quality.
- q. The iris capture process is sensitive to ambient light. No direct or artificial light should directly reflect off Enrolee’s eyes.

5.1.6 Handling of Exceptions

There would be instances where the enrolee would not be in a position to give complete set of biometrics as required by the UIDAI owing to reasons such as injury, amputation of the fingers / hands and similar problems with the eyes. The following sets of guidelines are to be borne in mind while handling such exceptions.

i. Exceptions in capturing Facial Image capture

S.No	Problem	Suggestions
a.	Unable to capture image due to poor light:	<ul style="list-style-type: none"> a. No flash is to be used. b. Contact the local state government authorities to improve the ambient light. c. If there is inadequate lighting because of low voltage, use the generator backup to improve the lighting. d. Consider moving the enrollment station to a location in the room with better light. e. The non-capture could be because of bright light behind the backdrop. The backdrop should be preferably placed against an opaque wall/partition.
b.	Unable to crop image because of turban / head scarf:	<ul style="list-style-type: none"> a. If it is strict religious attire, choose the manual capture option. b. If the headgear can be removed this may be requested politely by the operator. c. In the case of lady enrollees, it would be advisable for a lady operator, or volunteer to undertake this process.
c.	Enrollee unable to keep head / torso still and vertical:	Assistance may be provided to the enrollee. In case of lady enrollees, assistance is to be provided by the lady operators or volunteers.

ii. Exceptions in handling Fingerprint Image capture

S.No	Problem	Suggestions
a.	Missing / amputated / bandaged fingers	<ul style="list-style-type: none"> i. The same is noted in the data as provided in the software ii. The fingerprints of remaining fingers are captured by the operator
b.	Unable to crop image because of turban / head scarf	<ul style="list-style-type: none"> i. If it is strict religious attire, choose the manual capture option. ii. If the headgear can be removed this may be requested politely by the operator. iii. In the case of lady enrollees, it would be advisable for a lady operator, or volunteer to undertake this process.
c.	Fingerprint captured is not of the requisite	<ul style="list-style-type: none"> i. If standard image of the finger prints are not possible for an enrollee despite repeated attempts, the operator should politely ask the enrollee to wash his hands. The

S.No	Problem	Suggestions
	quality	<p>operator can provide a wet sponge or towel available in the centre.</p> <p>ii. The operator can request the enrolled to apply pressure on the platen to increase the area of contact and thereby obtain image of the requisite quality.</p> <p>iii. For applying pressure he would firstly rely on efforts of the enrollee. If not successful, the operator can take the permission of the enrollee and assist her/him in applying the pressure to capture the image.</p> <p>iv. It has to be ensured that assistance to women enrollees has to be provided by women operators / volunteers.</p> <p>v. The operator would make a reasonable number of attempts to capture the biometrics of the resident. The number of attempts that can be made is built into the software.</p>
d.	Inability to flatten the fingers	<p>i. The operator with due permission from the enrollee may assist the enrollee in order to attempt capture of the fingerprints.</p> <p>ii. In case this is not successful, the operator may try to obtain fingerprints to the extent that the enrollee is able to flatten and place her / his fingers on the platen.</p> <p>iii. The enrollee can then be made to move to the next set of fingerprints of the other hand or the two thumbs.</p>
e.	Worn out ridges or hands blackened through mehendi or any other substance	<p>a. Attempt a manual capture</p> <p>b. Proceed to capture fingerprints of fingers which are not blackened or without worn out ridges.</p>

iii. Exceptions in handling Iris Image capture

If capturing Iris image is not possible due to non-existence of one or both eyes or bandage across one or both eyes / any other deformity or disease the same has to be recorded in the system.

S.No	Problem	Suggestions
a.	Squint / disoriented eye	a. If the capture of both eyes at a time is not possible, the single eye iris scan device may be used

S.No	Problem	Suggestions
		b. In case the single eye iris device is not available, the operator can make use of the dual eye device to capture one of the irises correctly
b.	Inability to open the eyes properly	a. Guide the enrollee to open the eyes wide to enable the capture b. Manually assist the enrollee to open the eyes with the help of his own hands so that the iris can be scanned.

iv. General exceptions

The enrollee may not be in a position to keep herself / himself in correct posture for reaching biometric instruments or for photograph due to old age or sickness. In such cases the operator should arrange to take the biometric data by moving the equipment close to the enrollee.

5.2 Formats, Templates and Checklists

Checklist for Setting up Enrolment Centre

	Mandatory Requirements
A	Enrolment Station
A.1	Laptop available
A.2	UIDAI software installed, tested, configured, registered with CIDR as per installation and configuration manual
A.3	List of Introducers loaded on laptop
A.4	Iris capturing device available (record Make & Model)
A.5	Fingerprint capturing device available (record Make & Model)
A.6	Digital Camera (record Make & Model)
A.7	White back ground screen available for taking photographs
A.8	Extra monitor for residents to verify their data (15-16" with a resolution above 1024x768)
A.9	All devices as per UIDAI standards
A.10	Working of all equipment at every station tested
A.11	Data backup device (4 GB pen drive sufficient for 1 centre/day i.e. ~5 stations. Enrolment Centre should maintain a stock of 20 days)
A.12	Printer (A4 laser printer; must print photo with good quality receipt)
A.13	Printer Paper (Inventory for 5 stations for 10 days ~ 20 rims)

A.14	GPS Receiver (USB/built in)
A.15	AntiVirus / Anti Spyware checks
A.16	Data Card /Internet connectivity for Enrolment Client to be online every 24-48 hrs
A.17	All Operators and Supervisors enrolled into AADHAAR and registered with CIDR
A.18	The pre-enrolment data from the Registrars,if used, is available for import on laptops
A.19	If Registrar has additional fields to be captured , then the KYR+ software for capturing the KYR+ fields is configured and tested
Mandatory Requirements	
B Enrolment Centre	
B.1	Backup power supply (generator) of 2 KVA capacity for every five enrolment stations kept in a centre
B.2	Fuel to run the generators
B.3	Printed enrolment forms for filling data available in sufficient numbers
B.4	Preprinted Bubble Envelopes size 10 , for pen drive transfer to CIDR via India Post (2 Envelopes/day/centre. Enrolment Centre should maintain a stock of 20 days)
B.5	Adequate lighting, fans & power points for plugging various biometric devices available
B.6	Local authorities informed of enrolment schedule
B.7	Introducers informed of enrolment schedule
B.8	Banner for the Enrolment Centre placed at entrance
B.9	Posters depicting enrolment process in English & the local language present in visible places
B.10	Greivance handling Helpline Number and other important numbers displayed prominently inside/outside the enrolment centre
B.11	The User Manual of the software available for ready reference & operators aware of the same
B.12	Sponge for wetting and hand-cleaning cloth available
Desired	
C Other Logistics	

C.1	Mobile phone/ Land phone/Internet available for immediate communication with UIDAI /Registrars etc
C.2	Extension box for Power Cord
C.3	Water, soap and towel for cleaning hands and moisturizer
C.4	Drinking water facility available
C.5	Sufficient number of tables and chairs for enrolment station operators
C.6	Chairs/benches available in shade for waiting enrollees
C.7	Hall / room spacious & furniture organized to minimize movement of enrollee while capturing biometric information
C.8	At least one station is suitable for physically challenged, pregnant women, women with infants and elderly enrollees. This station is clearly marked with a visible banner.
C.9	Carry cases for all devices available
C.10	Material for cleaning biometric instruments and laptops as specified by device manufacturers
C.11	A separate enclosure to enrol “purdah-nasheen” women available
C.12	Sufficient no. of operators available for job rotation & preventing operator fatigue
C.13	Lady operators / volunteers to assist women enrollees
C.14	Security arrangement in place to stop enrollees from carrying bags / suitcases or any other material into the enrolment centres
C.15	A ramp is provided for disabled and old age people
C.16	First aid kit available
C.17	ORS kit available for areas in extreme heat conditions
C.18	Scanner (Optional as per Registrar's mandate)
C.19	Bar Coded Stickers (Optional as per Registrar's mandate)
C.20	Bar Code Reader (Optional as per Registrar's mandate)
Enrolment Center - Health & Safety Considerations	
D.1	All the electrical equipment are properly earthed
D.2	All wiring on the floor or along the walls properly insulated
D.3	Wiring required for the generator backup and for connecting the various devices used for enrolment neatly organized

D.4	Fuel for generator or any other inflammable material stored away from the enrolment area
D.5	Fire safety equipment available handy
D.6	Power generator kept sufficiently away from the enrolment stations
D.7	Local Emergency Help numbers available at the center & operators aware of the same

The formats for Enrolment Form, Acknowledgement slip and Consent Slip shall be prescribed by the Registrar/UIDAI.

References

- Enrolment Manual
- Enrolment Software Manual
- Demographic Data Standards and Verification Procedure (DDSVP) Committee Report

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

No KYR+ data needs to be captured as part of the Scope of Work of this tender

Annexure V – Population and Schedule Details

A. The tables below give details about the Population of the various districts

Division	District	Total Population as per Census 2011
<u>Konkan</u>		
	Thane	11054131
	Mumbai (Suburban) + Mumbai	12478447
	Raigarh	2635394
	Ratnagiri	1612672
	Sindhudurg	848868
<u>Pune</u>		
	Pune	9426959
	Solapur	4315527
	Satara	3003922
	Kolhapur	3874015
	Sangli	2820575
<u>Nashik</u>		
	Dhule	2048781
	Jalgaon	4224442
	Nashik	6109052
	Nandurbar	1646177
	Ahmadnagar	4543083
<u>Amravati</u>		
	Buldana	2588039
	Akola	1818617
	Washim	1196714
	Amravati	2887826
	Yavatmal	2775457
<u>Aurangabad</u>		
	Nanded	3356566
	Hingoli	1178973

	Parbhani	1835982
	Jalna	1958483
	Aurangabad	3695928
	Bid	2585962
	Latur	2455543
	Osmanabad	1660311
<u>Nagpur</u>		
	Wardha	1296157
	Nagpur	4653171
	Bhandara	1198810
	Gondiya	1322331
	Gadchiroli	1071795
	Chandrapur	2194262
	TOTAL	112372972

B. The details regarding the various schedules are given below:

Schedule	Name	Type
Schedule 1	Thane	District
Schedule 2	Raigarh	District
Schedule 3	Ratnagiri	District
Schedule 4	Sindhudurg	District
Schedule 5	Pune	District
Schedule 6	Solapur	District
Schedule 7	Satara	District
Schedule 8	Kolhapur	District
Schedule 9	Sangli	District
Schedule 10	Dhule	District
Schedule 11	Jalgaon	District
Schedule 12	Nashik	District
Schedule 13	Nandurbar	District

Schedule	Name	Type
Schedule 14	Ahmadnagar	District
Schedule 15	Buldana	District
Schedule 16	Akola	District
Schedule 17	Washim	District
Schedule 18	Amravati	District
Schedule 19	Yavatmal	District
Schedule 20	Nanded	District
Schedule 21	Hingoli	District
Schedule 22	Parbhani	District
Schedule 23	Jalna	District
Schedule 24	Aurangabad	District
Schedule 25	Bid	District
Schedule 26	Latur	District
Schedule 27	Osmanabad	District
Schedule 28	Wardha	District
Schedule 29	Nagpur	District
Schedule 30	Bhandara	District
Schedule 31	Gondiya	District
Schedule 32	Gadchiroli	District
Schedule 33	Chandrapur	District
Schedule 34	Ahmednagar Municipal Corporation	Municipal Corporation
Schedule 35	Akola Municipal Corporation	Municipal Corporation
Schedule 36	Amravati Municipal Corporation	Municipal Corporation
Schedule 37	Aurangabad Municipal Corporation	Municipal Corporation
Schedule 38	Bhiwandi-Nizampur Municipal Corporation	Municipal Corporation
Schedule 39	Dhule Municipal Corporation	Municipal Corporation
Schedule 40	Kalyan-Dombivali Municipal Corporation	Municipal Corporation
Schedule 41	Kolhapur Municipal Corporation	Municipal Corporation
Schedule 42	Latur Municipal Corporation	Municipal Corporation

Schedule	Name	Type
Schedule 43	Malegaon Municipal Corporation	Municipal Corporation
Schedule 44	Mira-Bhayandar Municipal Corporation	Municipal Corporation
Schedule 45	Municipal Corporation of Greater Mumbai	Municipal Corporation
Schedule 46	Nagpur Municipal Corporation	Municipal Corporation
Schedule 47	Nanded-Waghala City Municipal Corporation	Municipal Corporation
Schedule 48	Navi Mumbai Municipal Corporation	Municipal Corporation
Schedule 49	Pimpri-Chinchwad Municipal Corporation	Municipal Corporation
Schedule 50	Pune Municipal Corporation	Municipal Corporation
Schedule 51	Sangli Miraj Kupwad Municipal Corporation	Municipal Corporation
Schedule 52	Solapur Municipal Corporation	Municipal Corporation
Schedule 53	Thane Municipal Corporation	Municipal Corporation
Schedule 54	Ulhasnagar Municipal Corporation	Municipal Corporation
Schedule 55	Vasai-Virar Municipal Corporation	Municipal Corporation
Schedule 56	Parbhani Municipal Corporation	Municipal Corporation
Schedule 57	Chandrapur Municipal Corporation	Municipal Corporation
Schedule 58	Jalgaon Municipal Corporation	Municipal Corporation
Schedule 59	Nashik Municipal Corporation	Municipal Corporation

Note:

- 1. District would mean the total area and population of the District minus the area and population of any Municipal Corporation in that District.**

C. Indicative Training Design Structure as per UIDAI guidelines

Module Name & course Duration	Master Trainer	Enrolment Operator	Supervisor	Technical Support	Registrar representative
UIDAI Overview	0.5	0.5	0.5	0.5	0.5
Introduction to UIDAI enrolment process	0.5	1	1	0.5	
Basics on Hardware devices (Biometric, camera, PC etc)	0.5	0.5	0.5	0.5	0.5
Working with the bio metric devices	0.5	1	---	0.5	
UID Client Application Software	1.5	2	2	2	0.5
Trouble Shooting on UID Client Application Software and Biometric devices	0.5	0.5	---	1.5	
Setting up an Enrolment center	0.5	---	1.0	1.5	
Enrolment Centre Management	0.5	---	0.5	---	0.5
Exception Handling	0.5	1	1	0.5	
Soft Skills - Interaction with Residents/ Senior Residents, Grievance handling, Crowd handling etc	1	1.5	1.5	0.5	
Training Delivery Techniques	1.5	---	---	---	
Total	8	8	8	8	2

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

Guidance for deciding the Technical Capability – LEVEL

<u>Sl. No</u>	<u>Type of Expertise Desired</u>	<u>Technical Capability Required in LEVEL</u>
1	In case the Registrar wants to employ a company with prior experience in Biometric Enrolments	T2
2	In case the Registrar wants to employ a company with not much experience in Biometric Enrolments	T1

Guidance for deciding the Financial Capacity – TIER

<u>Sl. No</u>	<u>Target Population for any specified Geographical region (as per each Schedule)</u>	<u>Financial Capacity Required in TIER</u>
1	Less than 15 Lakhs	F1
2	Between 15 Lakhs and 35 Lakhs	F2
3	Between 35 Lakhs and 125 Lakhs	F3
4	Between 125 Lakhs and 500 Lakhs	F4

Annexure VII - STANDARD CONTRACT

8. STANDARD CONTRACT	92
8.1 Contract Form	94
8.2 General Conditions of Contract	97
1. General Provisions	97
2. Commencement, Completion, Modification and Termination of Contract	101
3. Obligations of the Supplier	106
4. Supplier's Personnel	109
5. Obligations of the Purchaser	109
6. Payments to the Supplier	110
7. Good Faith	111
8. Settlement Of Disputes	112
9. Liquidated Damages	113
10. Adherence to Rules & Regulations	114
11. Limitation of Liability	114
12. Miscellaneous Provisions	115
8.3 Special Conditions of Contract	117
8.4 Appendices to contract	121
Appendix A - Description of Services	121
Appendix B – Reporting Requirements	122
Appendix C – Total Cost of Services	123
Appendix D – Duties of the Purchaser	124
Appendix E – Form of Bank Guarantee Bond	125

8.1 Contract Form

THIS AGREEMENT is made on this _____ (eg. 3rd) day of _____ (eg. February), _____ (eg. 2010), between _____ of _____

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

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

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

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

AND WHEREAS various applications were received pursuant to the said bid

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Total Cost of Services

Appendix D: Duties of the Purchaser

Appendix E: Form of Bank Guarantee Bond

- 3. The mutual rights and obligations of the Purchaser and the Supplier shall be as set forth in the Contract, in particular:
 - a) the Supplier shall carry out the Services in accordance with the provisions of the Contract; and
 - b) the Purchaser shall make payments to the Supplier in accordance with the provisions of the Contract.

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

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

[Authorized Representative]

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

[Authorized Representative]

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

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

[Name of member]

[Authorized Representative]

8.2 General Conditions of Contract

1. GENERAL PROVISIONS

<p>1.1 Definitions</p>	<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 Supplier, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein</p> <p>(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 6, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract</p> <p>(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.</p> <p>(f) “Enrolling Agency/ Enrolment Agency” means– the agency appointed by the Registrar for collection of the demographic and biometric data in the location assigned by the Registrar</p> <p>(g) “GC” means these General Conditions of Contract.</p> <p>(h) “Government” means the Government of India.</p> <p>(i) “Registrar” means the Agency of the Central or State Government or Local Government comprising the elected rural and urban local bodies Constitutional/ statutory Village Councils or a recognized Non-Governmental Organization with whom the UIDAI has entered into a Memorandum of Understanding for covering issues related to the implementation of the UID Project. The Registrar is the Purchaser of the services under this Contract.</p> <p>(j) “Supplier” means any private or public entity that will provide the Services to the Purchaser under the Contract. The Supplier is the Enrolling Agency whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement</p>
-------------------------------	--

	<p>(k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.</p> <p>(l) “Party” means the Purchaser or the Supplier, as the case may be, and “Parties” means both of them.</p> <p>(m) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>(o) “Services” means the work to be performed by the Supplier pursuant to this Contract, as described in Appendix A hereto.</p> <p>(p) “Bidder” means the entity bidding for the services under the Contract.</p> <p>(q) “Resident” means normal resident of India</p> <p>(r) “UIDAI” means Unique Identification Authority of India</p> <p>(s) “In writing” means communicated in written form with proof of receipt.</p>
1.2 Relationship Between the Parties	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Supplier. The Supplier, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
1.3 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
1.4 Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
1.5 Notices	
1.5.1	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
1.5.2	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in

	the SC.
1.6 Location	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Purchaser may approve.
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by the officials specified in the SC.
1.8 Taxes and Duties	The Supplier and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India
1.9 Fraud and Corruption	
1.9.1 Definitions	<p>It is the Purchaser's policy to require that the Purchaser as well as Suppliers observe the highest standard of ethics during the selection and execution of such contracts. The Purchaser also requires that the Supplier does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser:</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;</p> <p>(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition</p> <p>(iii) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, noncompetitive levels;</p> <p>(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence</p>

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

	<p>or amending that legislation;</p> <p>(h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(i) in the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail</p>
--	--

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
2.2 Termination of Contract for Failure to Become Effective	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
2.3 Commencement of Services	The Supplier shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
2.4 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
2.5 Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
2.6 Modifications or Variations	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>(b) In cases of substantial modifications or variations, the prior written</p>

	consent of the Purchaser is required.
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	The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
2.7.3 Measures to be Taken	<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,</p>

	<p>providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier, upon instructions by the Purchaser, shall either:</p> <p>(i) Demobilize,; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Supplier shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.</p> <p>(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.</p>
2.8 Suspension	<p>The Purchaser may, by written notice of suspension to the Supplier, suspend all payments to the Supplier hereunder if the Supplier fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Supplier to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Supplier of such notice of suspension.</p>
2.9 Termination	
2.9.1 By the Purchaser	<p>The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (e).</p> <p>(a) If the Supplier does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.</p> <p>(b) If the Supplier becomes (or, if the Supplier consists of more than one entity, if any of its Members becomes and which has</p>

	<p>substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the Supplier are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(f) If the Supplier submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</p> <p>(g) If the Supplier places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>(h) If the Supplier fails to provide the quality services as envisaged under this Contract. The Registrar/ UIDAI may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Registrar/ UIDAI may decide to give one chance to the Supplier to improve the quality of the services.</p> <p>(i) If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(j) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar services. However, the Supplier shall continue performance of the Contract to the extent not terminated</p>
<p>2.9.2 By the Supplier</p>	<p>The Suppliers may terminate this Contract, by not less than thirty (30) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:</p> <p>(a) If the Purchaser fails to pay any money due to the Supplier</p>

	<p>pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Supplier that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(d) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Supplier may have subsequently approved in writing) following the receipt by the Purchaser of the Supplier's notice specifying such breach.</p>
2.9.3 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 (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Supplier's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.5 hereof, and (iv) any right which a Party may have under the Law.</p>
2.9.4 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 Supplier shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Supplier and equipment and materials furnished by the Purchaser, the Supplier shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.</p>
2.9.5 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Purchaser shall make the following payments to the Supplier:</p> <p>(a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (e), (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(c), (i) hereof for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to</p>

	(c) and (f) to (i), the Supplier shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Meruit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Supplier will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.
2.9.6 Disputes about Events of Termination:	If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
2.10 Extension of Contract	The contract shall be extended for a period as required by the Purchaser based on mutual agreement. The rates used for the calculation of the 'Total Cost of Services' as given in Appendix C shall be effective for such extension.

3. OBLIGATIONS OF THE SUPPLIER

3.1 General	
3.1.1 Standard of Performance	The Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Supplier shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.
3.2.1 Suppliers Not to Benefit	a) The payment of the Supplier pursuant to Clause GC 6 shall constitute the Supplier's only payment in connection with this

<p>from Commissions, Discounts, etc.</p>	<p>Contract or the Services, and the Supplier shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Supplier shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.</p> <p>(b) Furthermore, if the Supplier, as part of the Services, has the responsibility of advising the Purchaser on the procurement of goods, works or services, the Supplier shall comply with the Purchaser's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Purchaser. Any discounts or commissions obtained by the Supplier in the exercise of such procurement responsibility shall be for the account of the Purchaser.</p>
<p>3.2.3 Prohibition of Conflicting Activities</p>	<p>The Supplier shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.</p>
<p>3.3 Confidentiality</p>	<p>Except with the prior written consent of the Purchaser, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.</p>
<p>3.4 Insurance to be Taken Out by the Supplier</p>	<p>The Supplier (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
<p>3.5 Accounting, Inspection and Auditing</p>	<p>(a) The Supplier (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to</p>

	<p>have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be.</p> <p>(b) The Purchaser shall have the right to carry out inspection checks, audits of the Supplier's premises and/ or locations, facilities, or point of delivery of services performed under this contract.</p> <p>(c) The Purchaser shall have the right to carry out scheduled/ un-scheduled visits to any of the locations, enrolment centres manned by the Supplier and oversee the processes and operations of the Supplier</p>
3.6 Sub-contracting	<p>The Supplier shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract</p> <p>No Outsourcing of working shall be allowed, and all supervisors, operators, technical staff and managerial staff for the project to be on Agencies payrolls and paid atleast more than Minimum Wages and after following all relevant Labor laws in the State. The payment should be made through banking channels only. The Supplier need to open Aadhaar enabled bank accounts of the staff members for the same.</p>
3.7 Reporting Obligations	<p>(a) The Supplier shall submit to the Purchaser the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
3.8 Rights of Use	<p>(a) All rights of use of any process, product, service, or data developed, generated, or collected, or any other task performed by the Supplier under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Supplier shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.</p>
3.9 Equipment, Vehicles and Materials Furnished by the Purchaser	<p>Equipment, vehicles and materials made available to the Supplier by the Purchaser, or purchased by the Supplier wholly or partly with funds provided by the Purchaser, shall be the property of the Purchaser and shall be marked accordingly. Upon termination or expiration of this Contract, the Supplier shall make available to the Purchaser an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Purchaser's instructions. While in possession of such equipment, vehicles and</p>

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

4. SUPPLIER'S PERSONNEL

4.1 General	The Supplier shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. The qualifications shall be as per the guidelines given by UIDAI
4.2 Project Manager	If required by the SC, the Supplier shall ensure that at all times during the Supplier's performance of the Services a project manager, acceptable to the Purchaser, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE PURCHASER

5.1 Assistance and Exemptions	Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall: (a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services. (b) Provide to the Supplier and Personnel any such other assistance as may be specified in the SC. (c) Other assistance/ exemption as specified in SC 5.1 (c)
5.2 Change in the Applicable Law Related	If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Supplier for providing the services i.e.

to Taxes and Duties	service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Supplier in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Supplier under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).
5.3 Services, Facilities and Property of the Purchaser	<p>(a) The Purchaser shall make available to the Supplier and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix.</p> <p>(b) In case that such services, facilities and property shall not be made available to the Supplier as and when specified in Appendix D, the Parties shall agree on any time extension that it may be appropriate to grant to the Supplier for the performance of the Services .</p>
5.4 Payment	In consideration of the Services performed by Supplier under this Contract, the Purchaser shall make to the Supplier such payments and in such manner as is provided by Clause GC 6 of this Contract.
5.5 Counterpart Personnel	<p>(a) If necessary, the Purchaser shall make available to the Supplier free of charge such professional and support counterpart personnel, to be nominated by the Purchaser with the Supplier's advice, if specified in Appendix D.</p> <p>(b) Professional and support counterpart personnel, excluding Purchaser's liaison personnel, shall work under the exclusive direction of the Supplier. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Supplier that is consistent with the position occupied by such member, the Supplier may request the replacement of such member, and the Purchaser shall not unreasonably refuse to act upon such request.</p>

6. PAYMENTS TO THE SUPPLIER

6.1 Total Cost of Services	<p>(a) The total cost of the Services payable is set forth in Appendix C as per the Supplier's proposal to the Purchaser and as negotiated thereafter.</p> <p>(b) Except as may be otherwise agreed under Clause GC 2.6</p>
-----------------------------------	---

	<p>and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-C.</p> <p>(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to of the Clause GC 5.2 hereof, the Parties shall agree that additional payments shall be made to the Supplier in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.</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> <p>(a) The Supplier shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC.</p> <p>(b) All payments under this Contract shall be made to the accounts of the Supplier specified in the SC.</p> <p>(c) In case of early termination of the contract, the payment shall be made to the Supplier as mentioned here with:</p> <p>(i) Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Supplier shall provide the details of the services performed during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the rate as specified.</p>

7. GOOD FAITH

7.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
7.2 Operation of the Contract	The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term

	of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.
--	---

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	<p>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 and attempt to reach an amicable settlement through the following method:</p> <ul style="list-style-type: none"> • The matter shall be referred to a three member expert committee constituting of The Deputy Director General (West), UIDAI and one representative each from two eminent institutions, namely IIT Mumbai and CDAC. • The three member expert committee shall hear the representations of both the sides and pass its verdict to resolve the issue in an amicable manner, which shall be applicable to both the parties. <p>If the dispute cannot be amicably settled or either parties is not satisfied with the proposed solution within 60 days, clause GC 8.2 shall become applicable.</p>
8.2 Arbitration	<p>(a) In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the Supplier, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Purchaser and the Supplier, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the authority specified in SC 8.2 (a). The Arbitration and</p>

	<p>Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</p> <p>(b) Arbitration proceedings shall be held in India at the place indicated in SC 8.2 (b) and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Purchaser and the Supplier. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.</p>
--	--

9. LIQUIDATED DAMAGES

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

	<p>(c) If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements within 14 days of being informed by the Purchaser, the Purchaser shall be free to impose any penalty as deemed fit. In addition, the Purchaser shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Supplier</p>
--	---

10. ADHERENCE TO RULES & REGULATIONS

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

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 Supplier to pay liquidated damages to the Purchaser; and</p> <p>(b) The aggregate liability of the Supplier to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement</p>
-------------------------------------	--

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 Supplier shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>(iii) Each member/constituent of the Supplier, in case of a Consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser for performance of works/services under the Contract.</p> <p>(iv) The Supplier shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>(v) The Supplier shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Supplier.</p>
--------------------------------------	--

	<p>(vi) The Supplier shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Supplier, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>(vii) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>(viii) All materials provided to the Purchaser by bidder are subject to Country and <STATE> public disclosure laws such as RTI etc.</p> <p>(ix) The Supplier shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser</p>
--	--

8.3 Special Conditions of Contract

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

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses are:</p> <p>Purchaser: <Designation></p> <p>Attention: <Address></p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Supplier: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>

{1.7}	{The Supplier is <i>[insert name]</i> }
1.7	The Authorized Representatives are: For the Purchaser: Name of Officer _____ For the Supplier: _____
2.1	The effective date of the Contract:
2.3	The date for the commencement of Services: <Within 15 days from the signing of the contract between the Purchaser and the Supplier>
2.4	The time period shall be: <Enter number of months>
3.5	The risks and the coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Supplier or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988; (b) Third Party liability insurance, with a minimum coverage of the value of the contract (c) Professional liability insurance, with a minimum coverage of the value of the contract (d) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Supplier and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Supplier's property used in the performance of the Services, and (iii) any outputs prepared by the Supplier in the performance of the Services.
5.1 (c)	The Purchaser shall provide the following assistance and exemptions to the Supplier for the effective implementation of the services under this Contract: <The Purchaser may include the relevant provisions here>
6.2	The amount in Indian Rupees (INR) is <i>[insert amount]</i> .

6.3

General terms and conditions of Payment Schedule

- 1) All payments shall be made by the Purchaser in favour of the Supplier
- 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.
- 3) Supplier shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same.
- 4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 60 days of submission of invoice.
- 5) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by Supplier is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Supplier, till such work/ supply/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.
- 7) All payments under this Contract shall be made to the account of the Supplier with (Bank & A/c No.):

Payments will be made by the Purchaser to the Supplier as per Contract Value quoted in the Formats for Financial Bid and agreed in the Contract, as follows:

Payment Schedule

<Insert Payments Schedule here>

8.2 (a)	<Name of the Authority who will appoint the Presiding Arbitrator>
8.2 (b)	The Arbitration proceedings shall take place in <Enter City> in India.

8.4 Appendices to contract

APPENDIX A - DESCRIPTION OF SERVICES

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

APPENDIX B – REPORTING REQUIREMENTS

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

APPENDIX C – TOTAL COST OF SERVICES

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

APPENDIX D – DUTIES OF THE PURCHASER

(Include here the list of Services, facilities and property to be made available to the Supplier by the Purchaser).

APPENDIX E – FORM OF BANK GUARANTEE BOND

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

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

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

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

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

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

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

4. We, _____ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the

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

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

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

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

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

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