GOVERNMENT OF INDIA

MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

NEW DELHI

REQUEST FOR PROPOSAL

FOR

AADHAAR DATA QUALITY CHECK AND QUALITY AUDIT SERVICE AGENCY (ADQCSA/ADQASA)

RFP Number: HQ-16027/4/2022/EU-II –HQ (E-8967)

Dated - 04.11.2022

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1. SECTION I – INVITATION TO BIDDERS

1.1 PART-I: NOTICE INVITING TENDER

1. The CEO, UIDAI invites "Online Bid Proposal" from eligible Bidders which shall be valid for a minimum of 180 days from the date of "Opening of Pre-Qualification/ Technical Bid Proposals" as mentioned in "Clause 1.2.3 of this RFP" for "Hiring of Aadhaar Data Quality Check Service Agencies (ADQCSAs) and Aadhaar Data Quality Audit Service Agencies (ADQASA)".

2. Manual Bid Proposals will not be accepted.

3. RFP documents may be downloaded from UIDAI Website: https://uidai.gov.in/ecosystem/uidai-ecosystem/tenders.html (for reference only) and GeM Portal.

Brief Scope of Work	The Unique Identification Authority of India (UIDAI), Ministry of Electronics and Information Technology, Government of India invites proposals for engagement of: 3 (three) Aadhaar Data Quality Check Service Agencies (ADQCSAs) and 1 (one) Aadhaar Data Quality Audit Service Agency (ADQCSA) to undertake the Quality Check and Quality Audit work relating to processing applications of Residents for Aadhaar enrolment and update of their Aadhaar related demographic data and photo recorded with it. Further, 4 (four) agencies will be empanelled to undertake Quality Check and Quality Audit work (if required in future) relating to processing applications of residents for Aadhaar enrolment and update. Detailed Scope of Work and services expected from the agencies are provided in the Section IV - Scope of Work of this RFP document.
Earnest Money Deposit to be submitted	₹ 2.80 Crore (Rupees Two Crore Eighty Lakhs only) in the form of Bank Guarantee

4. Bid Proposals shall be submitted online through Custom Bidding on GeM Portal. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders' for the e-submission of the Custom Bidding on GeM Portal. Bid Proposals may be scanned with 150 dpi with black and white option which helps in reducing size of the scanned document.

5. Not more than 1 (one) Bid Proposal shall be submitted by 1 (one) Bidder. Under no circumstance will father and his son(s) or any other close relations who have business relationship with one another (i.e. where one or more partner(s)/director(s) are common), be allowed to Bid for the same contract agreement as separate competitors. A breach of this condition will render the Bid Proposals of both parties liable to rejection.

6. Bidder who has downloaded the RFP Custom Bidding from the GeM Portal shall not tamper/modify the RFP form including the downloaded price Bid Proposal template in any manner. In case, if the same are found to be tampered /modified in any manner, the Bid Proposal shall be completely rejected and EMD/ Bid Security Declaration will be forfeited/ executed and Bidder will be liable to be banned from doing business with UIDAI.

7. **Pre- Bid Meeting**: A pre-Bid meeting or open forum shall be held at Unique Identification Authority of India, 7th Floor, Aadhaar Building, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001. All prospective Bidders are requested to send their queries or suggestions relating to this RFP by email to- Deputy Director (E& U-II) by 5.00 PM on or before Clarification End Date as per Critical Date Sheet given in Clause 1.2.3 below.

8. Based on queries and suggestions received from prospective Bidders, if required, UIDAI may amend this RFP or issue corrigendum. Bidders are advised to visit again UIDAI website https://uidai.gov.in/ecosystem/uidai-ecosystem/tenders.html and GeM Portal prior to Bid Submission End Date for any corrigendum / addendum/ amendment.

9. The UIDAI reserves the right to reject any or all the Bids in whole or part, prior to signing of the Contract Agreement, without assigning any reasons whatsoever.

10. The hard copy of original instruments in respect of EMD/ Bid Security Declaration and Integrity Pact must be submitted on or before Bid Opening Date/time as mentioned in Critical Date Sheet provided in Clause 1.2.3 to Deputy Director (E&U-II), Unique Identification Authority of India, 7th Floor, Aadhaar Building, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001, Phone – 011 23478407.

1.2 PART-II: INVITATION TO BID PROPOSAL

1.2.1 Preamble

1. This invitation to Bid Proposal is for "**Request for Proposal for Aadhaar Data Quality Check Service Agencies (ADQCSAs) and Aadhaar Data Quality Audit Service Agency (ADQASA)**".

2. 3 (three) successful Bidders will be hired to undertake the Quality Check and 1 (one) successful Bidder will be hired to undertake Quality Audit work of the Resident Aadhaar data relating to enrolment and updates of Aadhaar.

3. Further, 4 (four) agencies will be empanelled to undertake Quality Check and Quality Audit work relating to processing applications of Resident's for Aadhaar enrolment and update. Selected Agencies will be allocated work as per terms & conditions specified in this RFP through the UIDAI portal following the procedure and protocols laid down by the UIDAI. The Scope of Work is further elaborated in the Section IV of this RFP. The engagement will be initially for a period of 3 (three) years from date of signing of the Contract Agreement, which may be extended at the sole discretion of UIDAI for a period of 2 (two) more years, which may be extendable on year to year basis, as per terms specified in this RFP.

4. Bidders are advised to study the RFP document carefully. Online submission of Bid Proposals shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications. Bid Proposals prepared in accordance with the procedures enumerated in Section II of this RFP should be submitted online on GeM Portal not later than the date and time laid down in the GeM portal. Bidder is advised to follow the instructions provided in the 'Instructions to the Bidders' for the e-submission of the Bid Proposals online through the Custom Bidding on GeM Portal.

Bid Proposal may be scanned with 150 dpi with black and white option which helps in reducing size of the scanned document.

5. **Manual Bid Proposals shall not be accepted.**

6. Not more than 1 (one) Bid Proposals shall be submitted by one Bidder or Bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to Bid for the same RFP as separate competitors. A breach of this condition will render the Bids of both parties liable to rejection.

7. Bidder, who has downloaded this RFP document from the GeM Portal, shall not tamper/modify the tender form including the downloaded price Bid Proposal template in any manner. In case, the same is found to be tampered/modified in any manner, the Bid Proposal shall be completely rejected and Bid Security Declaration will be executed and Bidder will be liable to be banned from doing business with UIDAI.

8. Interested bidders are advised to visit UIDAI website www.uidai.gov.in and GeM Portal again prior to Bid Submission End Date for any corrigendum / addendum/ amendment.

9. All Bidders must submit EMD/ Bid Security Declaration as prescribed in the RFP.

10. The RFP shall be available online at GeM Portal till the Bid Submission Date as provided in Critical Date Sheet in Clause 1.2.3.

11. Bid Proposals will be opened as per date/time mentioned in Clause 1.2.3. After online opening of Pre-Qualification/Technical Bid Proposals and their evaluation, Financial Bid Proposal opening date will be intimated later.

12. This RFP is being issued with no financial commitment and the Purchaser reserves the right to change or vary any part thereof at any stage. The Purchaser reserves the right to withdraw RFP at any stage without assigning any reason.

1.2.2 Schedule for Invitation to the RFP

a)	Name of the Purchaser	**The Chief Executive Officer,** **Unique Identification Authority of India (UIDAI),** Ministry of Electronics & Information Technology, Govt. of India (GoI), UIDAI HQ, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001
b)	Name of the contact person for any clarification	**Smt. Geetha Sreedhar** **DD(E&U II)** Unique Identification Authority of India (UIDAI), MeitY, Govt. of India (GoI), 7th Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001 **Queries should be submitted via E-mail and followed by paper copy through post** **E-mail: [**geetha.sreedhar@uidai.net.in**]**
c)	Date till which the Bid Proposals should be valid	180 days from the date of Opening of Pre-Qualification/ Technical Bid Proposals.

1.2.3 Critical Date Sheet

The following table provides information regarding the important dates of the bidding process for this RFP:

Activity	Date
Publish Date	**04.11.2022** at 1800 hrs
Pre-Bid Conference Time, Date, & Venue	**21.11.2022** (T + 15 days) at 1500 Hrs <u>Venue:</u> Conference Hall, 7th Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001 Note: A maximum of 3 (three) representatives per Bidder would be allowed to participate. Bidders will have to intimate the details of the attendees at least 2 days prior to the scheduled date of the Pre-Bid conference at the email ID: geetha.sreedhar@uidai.net.in
Submission of Clarification by	**20.11.2022** (T+14 days) on or before 1700 Hrs

Bidders, if any	All the queries should be received on or before the prescribed date & time, through email only with subject line as follows: "RFP for ADQCSA_& ADQASA _Pre Bid Queries _<Bidder's Name>". The queries should be submitted as per the format prescribed in Clause 5.1.10 Annexure X. The Pre-Bid queries to be sent at the email ID: geetha.sreedhar@uidai.net.in
Clarification / corrigendum to be uploaded on the GeM Portal	**30.11.2022** (T + 25 days) at 1800 Hrs Note: Purchaser shall not be obligated to respond to any or all the queries. Purchaser may, at its sole discretion, choose to publish responses to the pre-bid queries and/or any corrigendum on GeM Portal or may send the same through e-mail or any other means. The date of publishing of the corrigendum may change.
Bid Submission Start Date	**01.12.2022** (T + 26 days) at 1000 hrs
Bid Submission End Date	**15.12.2022** (T + 40 days) at 1500 hrs Proposals and supporting documents shall be signed, scanned and uploaded in the format and mode as provided for in the GeM Portal for this RFP. Documents should be signed by the authorized signatory of the Bidder.
Opening of Pre-Qualification/Technical Bid Proposals	**16.12.2022** (T + 41 days) at 1600 hrs Venue: UIDAI HQ, New Delhi Note: A maximum of 2 (two) representatives per Bidder would be allowed to participate in case interested. Bidders will have to intimate the details of the attendees at least 2 days prior to the scheduled date of the Opening of Pre-qualification Bid Proposal at the email ID: geetha.sreedhar@uidai.net.in
Opening of Financial Bid Proposals	**Will be communicated later**

Note: The above dates, time and venue may be altered by the Purchaser at its sole discretion after giving prior notice to the Bidders. Some of the information provided in the above table is further elaborated in the subsequent Sections of this RFP and the information provided in the table and subsequent Sections of this RFP are to be read in conjunction and are to be interpreted harmoniously.

1.2.4 Other Details

Area	Description
Method of Selection	Quality cum Cost based Selection. Please refer Clause 2.4 under Section II – Instructions to Bidders.
Availability of RFP Documents	Notice Inviting Tenders (NIT) would be available on GeM Portal and also on https://uidai.gov.in under Tender Section.
Bid Security Declaration	Bid Security Declaration (as per format in FORM 22 Clause 5.2.6 Appendix XXII)
Submission of Bid Security Declaration	Bidders shall submit Bid Security Declaration in a sealed envelope titled "Bid Security Declaration - RFP for ADQCSA" to the address as mentioned in 1.2.2(b) Schedule for Invitation to Bid before the Bid Submission End Date. Copy of Bid Security Declaration also needs to be uploaded on GeM portal under the separate cover as provided above. If the Bid Security Declaration is not received by the prescribed date and time, the Proposal submitted by the Bidder will be liable to be summarily rejected.
Date and time for Opening of Commercial Bids.	To be intimated later
Language of Bid Submission	Proposals should be submitted in English only.
Currency	Currency in which the Bidders may quote the price and will receive payment shall be ₹ only.

2. SECTION-II - INSTRUCTION TO BIDDERS

2.1 PART-I: INSTRUCTION FOR ONLINE SUBMISSION OF BID PROPOSAL

1. This RFP process will be administered through the GeM Portal. The Bidders are required to submit soft copies of their Proposals electronically on the GeM Portal, using valid digital signature certificates. The instructions given below are meant to assist the Bidders in registering on the GeM Portal, preparing their Proposals in accordance with the requirements defined in this RFP and submitting their Proposals on the GeM Portal. All the pages of the Bid Proposals must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid Proposals. Failure to submit the Bid Proposals on time could cause the Bid Proposal to be rejected. The Purchaser will not accept delivery of the Bid Proposal by fax/e-mail or any other electronic/non-electronic means other than through uploading of the same on GeM Portal.
2. Bidders are advised to study the RFP document carefully. Online submission of Bid Proposals shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications. Bid Proposals prepared in accordance with the procedures enumerated in this Section should be submitted online only through Custom Bidding on GeM Portal not later than the date and time laid down in Critical Date Sheet in Clause 1.2.3 of this RFP.

2.1.1 Searching for tender documents

1. There are various search options available on the GeM Portal to facilitate the Bidders to search active RFPs by several parameters. These parameters include RFP ID, organization name, location, date, value etc. There is also an option for advanced search for active RFPs, wherein the Bidders may combine a number of search parameters such as organization name, location, date, etc. to search for an RFP published on the GeM portal.

2.1.2 Preparation of Bid Proposal

1. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bid Proposals.
2. The Bidders are requested to go through the RFP advertisement and this RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bidding. Any deviations may lead to rejection of the Bid Proposals. The Bid Proposals can generally be in the PDF/ XLS/ RAR formats. The Bid Proposals may be scanned with 150 dpi with black and white option.

2.1.3 Submission of Bid Proposal

1. The Bidder should try to submit the Bid Proposals well before the last date and hence avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned in the Clause 1.2.3 Critical Date Sheet of this RFP.
2. The Bidder will not be allowed to submit the Bid Proposals after the end of Bid submission time.
3. The Bidder has to digitally sign and upload the required Bid Proposal one by one as indicated in this RFP. The Bidder shall furnish, as part of its Bid Proposals, Bid Security Declaration or an EMD amount as mentioned. In case of EMD, the Bidder has to select the payment option as "Offline" to pay the EMD as applicable and enter the details of the instrument. The Bidder shall seal the EMD envelope containing the original Bank Guarantee. The Bidder shall mark its name and RFP reference number on the reverse of the Bank Guarantee before sealing the

same. The address of the Purchaser, name and address of the Bidder and the RFP reference number shall be marked on the envelope. The envelope shall also be marked with a sentence "NOT TO BE OPENED BEFORE THE DATE AND TIME OF PRE-QUALIFICATION/TECHNICAL BID PROPOSAL OPENING". If the envelope is not marked as above, the Purchaser will not assume any responsibility for its misplacement, pre-mature opening etc.

4. A standard BoQ format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their Financial Bid Proposals in the format provided and no other format will be acceptable. The BoQ format for this RFP can be downloaded from the GeM Portal.

5. Upon successful and timely submission of Bid Proposals, the GeM portal will give a successful Bid Proposal submission message and a Bid summary will be displayed with the Bid Proposal Number and the date and time of submission of the Bid with all other relevant details.

6. The Bidder is allowed to re-submit the Bid Proposal before the last date of Bid submission and time. The Bid Proposal can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid Proposal submitted by the Bidder before the Bid submission date and time will be considered for Bid Proposal Evaluation.

2.1.4 Assistance to Bidders

1. Any queries relating to the Tender document and the terms and conditions contained therein should be addressed to UIDAI and the relevant contact person indicated in Clause 1.2.2 above of this RFP.

2. Any queries relating to the process of online bid submission or queries relating to the GeM Portal in general, may be directed to Portal Toll Free Number: 1800-419-3436.

2.1.5 Consortium

1. Bid Proposals received from consortiums will not be considered. Such Bid Proposals shall be termed as 'invalid'.

2.1.6 Clarification of RFP

1. A prospective Bidder requiring any clarification of the RFP may notify the UIDAI in writing at the UIDAI's mail address indicated in Clause 1.2.2 Schedule for Invitation to Bid Proposal. The queries must be submitted over mail in filled excel as per Annexure X- Form 10 of Clause 5.1.10 under Section V.

2. The UIDAI may/may not respond, to request for clarifications of the RFP, received not later than the date prescribed by the UIDAI in Clause 1.2.3 of this RFP.

2.1.7 Amendment to the RFP

1. At any time prior to the Bid Submission Start Date and time, the UIDAI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP by an amendment.

2. The amendment will be notified by UIDAI which will be binding on all Bidders.

3. In order to provide prospective Bidders reasonable time to take the amendment into account in preparing their Bid Proposals, the UIDAI may, at its discretion, extend the last date for the submission of Bid Proposals.

2.1.8 Language of Bid Proposal

1. The Bid Proposals prepared by the Bidder and all correspondence and documents relating to the Bid Proposals exchanged by the Bidder and the UIDAI, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in

another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Bid Proposal, the English translation shall prevail.

2.1.9 Online Bid Proposal submission process

1. The Bid Proposal shall be submitted online (complete in all respect), must be uploaded on GeM Portal in 2 (two) packets i.e. Two Packet system (Packet - 1 and Packet -2), and Bidder must follow the procedure as detailed in sub Section 2.5 – PART-V: ONLINE BID PROPOSAL PREPARATION AND DOCUMENTS CHECKLIST.

2.1.10 Bid Prices

1. The Bidder shall fill up BOQ_XXXX.xls provided in ANNEXURE VII: FORM 7 - Commercial Quote as per Scope of Work) for Rate per packet for Quality Check and Quality Audit.
2. The Rate per packet quoted in the BOQ_XXXX.xls will be used to calculate cost for 'change orders', if any.
3. Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs.00.00)
4. In the absence of any information, as requested above, a Bid Proposal may be considered incomplete and summarily rejected.
5. The Bidder shall prepare the Bid Proposal based on details provided in the RFP. Bidder shall carry out the study of the bill of material in accordance with the requirements of the RFP and it shall be the responsibility of the Bidder to fully meet all the requirements of the RFP.

2.1.11 Firm Prices

1. Prices (Rate per packet) quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bidder shall, therefore, indicate the prices in BOQ_XXXX.xls enclosed with the Bid Proposal. The Bid Prices shall be indicated in Indian Rupees (₹) only.
2. The Commercial Bid Proposal should clearly indicate the price to be charged and should include all taxes, fees and other charges as may be applicable in relation to the activities proposed to be carried out. Such charges should be shown separately in BOQ_XXXX.xls
3. Any subsequent change in taxes, post submission of Bid Proposal, will be adjusted accordingly in the payment structure.

2.1.12 Discount

1. The Bidders are advised not to indicate any separate discount. Unconditional discounts, if any, should be merged with the quoted prices. Discount of such type, indicated separately, will not be taken into account for evaluation purpose. However, in the event of such an offer, which is found to be the lowest, without considering discount, the UIDAI shall avail such discount at the time of award of Contract.

2.1.13 EMD (Earnest Money Deposit) or Bid Security Declaration

2.1.13.1 Earnest Money Deposit (EMD)

a. The Bidders shall submit an Earnest Money Deposit ("Earnest Money Deposit" or "EMD") of ₹. 2.80 Crore (Rupees Two Crore eighty Lakhs only) as Bid security fee (As per Appendix XVIII – FORM 18) in a sealed envelope. EMD in any other form will not be accepted.
b. EMD must remain valid for at least 180 (One Hundred and Eighty) +45 days from the last date of Bid Submission date and the validity of the EMD should be extended in the event the last date of submission of the Proposal is extended.

c. Copy of the EMD instrument should be uploaded onto the GeM Portal and the hardcopy of the same shall be submitted as per guidelines mentioned Clause 1.1 Notice Inviting Tender.

d. The EMD is required to protect the Purchaser against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances as mentioned in below.

e. The Indian Bidders which are Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization/NSIC or MeitY or start up as recognized by Department of Industrial Policy and promotion (DIPP) are exempted from payment of EMD. In this case, the Bidders must submit the copy of the appropriate valid registration certificate. However, such Bidders will have to submit Bid Security Declaration.

f. EMDs of all unsuccessful Bidders will be returned at the earliest after expiry of the final Bid Proposal validity and latest on or before the 30th day after the award of Contract.

g. The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format as specified in this RFP) by the successful Bidder.

h. In case the EMD/Bid Security Declaration is not received by the stipulated time then the Purchaser reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.

i. The EMD may be forfeited:
    i.   If a Bidder withdraws the Proposal or increases the quoted prices after opening of the Proposal and during the Bid Proposal validity period or its extended period as provided in Clause 2.1.14 of this RFP, if any.
    ii. In case of a successful Bidder, if the Bidder fails to sign the Contract Agreement in accordance with the terms and conditions (including timelines for execution of the Contract Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
    iii. If during the Bidding process,   the Bidder indulges in any act which may jeopardize or unnecessarily delay the process of Bid Proposal evaluation and finalization.

j. The decision of the Purchaser regarding forfeiture of the EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

2.1.13.2 Bid Security Declaration

a. Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization/NSIC or MeitY or start up as recognized by Department of Industrial Policy and promotion (DIPP) shall submit Bid Security Declaration (As per Appendix XXII – FORM 22) in a sealed envelope ("Bid Security Declaration"). Copy of the Bid Security Declaration should be uploaded onto the GeM Portal and the hardcopy of the same shall be submitted as per guidelines mentioned in Clause 1.1 Notice Inviting Tender.

b. In case the Bid Security Declaration is not received by the stipulated time then the Purchaser reserves the right to forfeit and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence

by the concerned Bidder.
c. The Bid Security Declaration will be executed :
   i. If a Bidder withdraws the Proposal or increases the quoted prices after opening of the Proposal and during the Bid validity period or its extended period as provided in Clause 2.1.14 of this RFP, if any.
   ii. In case of a successful Bidder, if the Bidder fails to sign the Contract Agreement in accordance with the terms and conditions (including timelines for execution of the Contract Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
   iii. If during the Bidding process, the Bidder indulges in any act as which may jeopardize or unnecessarily delay the process of Bid Proposal evaluation and finalization.
d. The decision of the Purchaser regarding execution of Bid Security Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

2.1.14 Period of Validity of Bid Proposal

1. Bid Proposals shall remain valid for a period of 180 days from the date of Opening of Pre-Qualification and Technical Bid Proposals prescribed by the UIDAI. Bid Proposal valid for a shorter period may be rejected by the UIDAI as non-responsive.
2. In exceptional circumstances, the UIDAI may ask the Bidder to extend the validity of the Bid Proposal. The validity of Bid Security Declaration/EMD may be extended on mutual agreement between Bidders and UIDAI. However, a Bidder will not be permitted to modify its Bid Proposal during the validity period or the extended validity period, if any.

2.1.15 Format and Signing of Bid Proposal

1. The Bid Proposal must contain the name, office and office addresses including telephone number(s) of the person(s) who is/are authorized to submit the Bid Proposal along with their signatures. A Power of Attorney or board resolution must be enclosed with the Bid Proposal certifying that the person(s) who signed the Bid Proposal is an authorized person on behalf of the Bidder.
2. The Bid Proposal which are un-signed, un-stamped or are submitted without certificate for authorized person, Bid Proposal shall be rejected.
3. The Bid Proposal shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid Proposal.
4. All pages of the Bid Proposal being submitted must be legible, signed and sequentially numbered by the Bidder irrespective of the nature of content of the documents before uploading. Ambiguous Bid Proposals will be out rightly rejected.

2.1.16 Address of Correspondence

1. The Bidder shall designate the official mailing address, place, and email to which all correspondence shall be sent by the UIDAI.

2.1.17 Opening of Bid Proposals by UIDAI

1. Online Bid Proposals (complete in all respect) received along with Bank Guarantee for EMD or Bid Security Declaration (hard copy) will be opened on the date as mentioned in the Clause 1.2.3 – Critical Date Sheet. Bid Proposal received without EMD/Bid Security Declaration will be rejected straight way.
2. A duly constituted committee will evaluate the Bid Proposal.
3. Bid Proposal of only eligible and pre-qualified Bidders will be taken up for further evaluation.
4. The Bidders' names, modifications, Bid Proposal withdrawals and the presence or absence of the requisite Bid security and such other details as the UIDAI, at its discretion, may consider appropriate will be announced at the Bid Proposal opening.

2.1.18 Right to Accept/ Reject the Bid Proposal

1. Purchaser reserves the right to accept or reject any Bid Proposal and to annul the RFP process and reject all such Bid Proposals at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

2.1.19 Disqualification

1. Purchaser may at its sole discretion and at any time during the evaluation of Bid Proposals, disqualify any Bidder, if the Bidder:
    i. Submitted the Bid Proposal after the Bid Submission End Date;
    ii. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;
    iii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding 3 (three) years;
    iv. Submitted a Bid Proposal that is not accompanied by required documentation or is non-responsive;
    v. Failed to provide clarifications related thereto, when sought;
    vi. Submitted more than one Bid Proposal;
    vii. The Bidder qualifies the Proposal with his own conditions;
    viii. In case any one Bidder submits multiple Proposals or if common interests are found in 2 (two) or more Bidders, the Bid Proposals are likely to be disqualified, unless additional Proposals/Bids are withdrawn upon notice immediately.

2.2 PART-II: PRE-QAULIFICATION CRITERIA

2.2.1 Criteria for Pre-Qualification

1. Copy of EMD/ Bid Security Declaration also needs to be uploaded on GeM Portal. If the EMD/ Bid Security Declaration are not received by the prescribed date and time, the Proposal submitted by the Bidder is liable to be summarily rejected. Original copy of EMD/ Bid Security Declaration to be submitted before Bid Submission end date.
2. Integrity Pact shall be submitted in the format provided in **Appendix XIX FORM 19**. Original copy of Integrity Pact shall be submitted before Bid Submission end date.
3. Non-Disclosure Agreement shall be submitted in the format provided in **Appendix XXI FORM 21**.

4. FORM1, FORM 2, FORM 4, FORM 8 & FORM 9, as per Annexure I, II, IV, VIII & IX respectively, duly filled up and signed.
5. Other criterion for Pre-Qualification are as per table below:
    (To be submitted in the format Annexure I FORM I)

#	Parameter	Pre-Qualification Criteria	Evidence required
1	EMD/ Bid Security Declaration and integrity Pact	BG of EMD/ Bid Security Declaration and Integrity Pact must be submitted in original and the scanned copy to be uploaded on GeM Portal	Bid Security Declaration/Bank Guarantee for EMD and Integrity Pact. Indian Bidders who are Micro and Small Enterprises (MSEs) as defined in MSE procurement policy issued by Department of MSME or registered with the Central purchase organization/NSIC or MeitY or start up as recognized by Department of Industrial policy and promotion (DIPP) are exempted from payment of BG OF EMD, but they have to submit and upload Bid Security Declaration. In addition, the MSE/startup must also upload copy of appropriate valid registration certificate.
2	Legal Entity/ Registration of Company	The Bidder may be:	
		Government Organization/PSU/PSE OR	Self-declaration by authorized signatory
		A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto. OR	Copy of the Certificate of Incorporation
		A partnership registered under the Indian Partnership Act 1932 or Limited Liability Partnership Firm registered under the Limited Liability Partnership Act 2008 with their registered office in India.	Copy of Registration Certificate
3	Registration with Tax Authorities	The Bidder must be registered with appropriate authorities for all applicable statutory duties/ taxes and comply with all taxation norms	Self-certificate / Undertaking on company's letter head duly signed by company's authorized signatory and bearing the company's seal that on the date of Bid Proposal submission the company is complying all statutory duties/ taxation norms of India and possesses all necessary certificates to this effect.

4	Revenues from Services	Bidder shall have an average annual turnover of at least ₹ 250 Crore in last 3 financial years from manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES	Audited financial statements for the last 3 (three) financial years (FY 2019-20, 2020-2021, 2021-22) clearly mentioning turnover from manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES . In case the turnover on account of manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES is not mentioned separately in the audited financial statements, the Bidder shall provide a certificate from statutory auditor/ Company Secretary/ Charted Accountant stating the turnover from manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES in last 3 (three) financial years (FY, 2019-20,2020-21, 2021-2022), duly attested by company's authorized signatory.
5	Man power	The Bidder should have a minimum 1000 employees on its pay roll as on last date of previous month of Bid Submission End Date.	Certificate by HR head of the Bidder duly countersigned by a Bid Proposal authorized signatory
6	Project execution experience in India	Bidder shall have experience in execution/completion of minimum 3 projects of manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES contracts for Central Govt. / State Govt./ PSUs/ Autonomous Bodies/private enterprise in last 7 years ending on last date of previous month of Bid Submission End Date, of at least :- (a) 1 (one) contract of value not less than the amount equal to Rs 130 Crore; OR (b) 2(two) contracts each of value not less than the amount equal to Rs 89	(a)(i) Copy of purchase order (PO)/work order (WO)+ client's completion certificate for contract(s) which are complete; OR (a)(ii) Copy of PO/WO + client's certificate for contract(s) which are not complete but gone live and currently are in running/operation phase. Certificate shall mention that contract(s) has gone live and currently is in running/operation phase. (b) Authorized signatory's certificate about the contract stating – (on FORM 4 of Clause 5.1.4) i. Total value of PO/WO, ii. Date of commencement and completion of contract, iii. Total scope of PO/WO, iv. Whether the contract has been completed in all respects. If contract is not completed, in that case certificate shall mention that the contract has gone live and is currently in running/operation phase. v. Overall cost of manpower supply/outsourcing/BPO services/back end

		Crore; OR (c) 3 (three) contracts each of value not less than the amount equal to Rs 65 Crore For evaluation purpose: Following contracts will be considered for evaluation: (i) which have been completed within above mentioned period of 7 years; and/or (ii) which have not been completed but have gone live and currently are in operation/running phase. **Note:** For evaluation purpose of such contracts as mentioned at (i) or (ii) above – Overall value of contract consisting of manpower supply/ outsourcing/ BPO services/back end processing/data entry/data verification/ITES etc shall be considered. This consideration of the overall cost/value of the contract for evaluation shall be irrespective of the current state of contract and irrespective of the value of the completed portion of the contract/project. Value is excluding taxes.	processing/data entry/data verification services/ITES. (c) For contracts under non-disclosure agreement with the client, the Bidder, in lieu of (a) or (b) above, shall submit the copy of NDA along with company's statutory auditor/ Company Secretary/ Charted Accountant certificate duly attested by company's authorized signatory, stating – i. Total value of PO/WO, ii. date of commencement and completion of contract, iii. total scope of PO/WO, iv. Whether the contract has been completed in all respects. If contract is not completed, in that case certificate shall mention that the contract has gone live and is currently in running/operation phase. v. Overall cost of manpower supply/outsourcing/BPO services/back end processing/data entry/data verification services/ITES.
7	Blacklisting	The Bidder should not be banned from carrying out business either with the entire Central Government of India or the Ministry of Electronics & IT, Govt. of India or the UIDAI on last date of previous month of	Self-certificate/ undertaking on company's letter head duly signed by company's authorized signatory.

		Bid Submission End Date. A similar ban before the award of the Contract shall also disqualify the Bidder.	
8	ISO certification	Should have 1. ISO 9001:2015 Certification or latest AND 2. ISO/IEC 27001 Certification or latest	Copy of valid certificate
9	Facility	The Bidder must have facilities at minimum 3 (three) different cities, each with a capacity of at least 500 persons.	Self-certification by Authorized signatory –may be verified by UIDAI either during Bidding process or before award of contract
10	Authorized signatory declaration	Bid Proposal must contain the name, office and office addresses including telephone number(s) of the person(s) who are authorized to submit the Bid Proposal along with their signatures.	A Power of Attorney or board resolution must be enclosed with the Bid Proposal certifying that the person(s) who signed the Bid Proposal is an authorized person on behalf of company.

Note:

- Supporting evidences for Pre-Qualification as per Annexure I FORM I are required to be submitted for the Pre-Qualification Criteria as above.
- UIDAI may seek clarification/ original documentary evidence on any of the submitted documents at any point during the evaluation. Bidders may be required to submit supporting documents if required during the evaluation.
- UIDAI reserves the right to reject the Proposal in case the Bidder fails to satisfy any of the condition mentioned in the Pre-Qualification Criteria at any time during the evaluation.

2.3 PART-III: TECHNICAL EVALUATION

2.3.1 CRITERIA FOR TECHNICAL EVALUATION

Bid Proposal of each pre qualified Bidder will be evaluated technically as per marking criteria as below:

S. No.	Criteria	Marks (Max)	Documents Required
1	**Company Profile**	**40 Marks**	
1.1	Average annual turnover in last 3 financial years from manpower supply/ outsourcing/ BPO services/ back end processing/data entry/data verification/ITES **i) 7 Marks** for turnover of >=250 crore upto 300 crore **ii) .25 marks** for every 50 cr above 300 crore till max of 10 Marks	**10 Marks**	Audited financial statements for the last 3 (three) financial years (FY 2019-20, 2020-2021, 2021-22) clearly mentioning turnover from manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES. Note: In case the turnover on account of from manpower supply/outsourcing/BPO services/back end processing/data entry/data verification is not mentioned separately in the audited financial statements, the Bidder shall provide a certificate from Statutory Auditor/ Company Secretary/ Charted Accountant stating the turnover from manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES in last 3 (three) financial years (FY 2019-20, 2020-2021, 2021-22), duly attested by company's authorized signatory.
1.2	Experience of execution/completion of projects in Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES in last 7 years ending on last date of previous month of Bid Submission End Date with value as under. Marks will be given for on **average of best of 3 projects** in terms of project value satisfying the following: **i) 14 Marks** for average project of value of >= 65	**20 Marks**	(a)(i) Copy of PO/WO + client's completion certificate for contract(s) which are complete; OR (a)(ii) Copy of PO/WO + Client's certificate for contract(s) which are not complete but gone live, currently are in running/operation phase. Certificate shall mention that contract(s) has gone live and currently is in running/operation phase. (b) Authorized signatory's certificate about the contract stating – (on FORM 4 of Clause 5.1.4)

S. No.	Criteria	Marks (Max)	Documents Required
	crore upto 70 crore ii) **.25 marks** for every 5 crore more average value above 70 crore till max of 20 marks. For evaluation purpose: Following contracts will be considered for evaluation: (i) which have been completed within above mentioned period of 7 years; and/or (ii) which have not been completed but have gone live and currently are in operation/running phase. **Note:** For evaluation purpose of such contracts as mentioned at (i) or (ii) above – Overall value of contract consisting of manpower supply/outsourcing/BPO services/ back end processing/data entry/ data verification/ ITES etc shall be considered. This consideration of the overall cost/value of the contract for evaluation shall be irrespective of the current state of contract and irrespective of the value of the completed portion of the contract/project. Value is excluding taxes.		i. Total value of PO/WO, ii. date of commencement and completion of contract, iii. total scope of PO/WO, iv. Whether the contract has been completed in all respects. If contract is not completed, in that case certificate shall mention that the contract has gone live and is currently in running/operation phase. v. Overall cost of manpower supply/outsourcing/BPO services/back end processing/data entry/data verification services/ITES. (c) For contracts under Non-Disclosure Agreement with the client, the Bidder, in lieu of (a) or (b) above, shall submit the copy of NDA along with Company's statutory auditor/ Company Secretary/ Charted Accountant certificate duly attested by company's authorized signatory, stating – i. Total value of PO/WO, ii. date of commencement and completion of contract, iii. total scope of PO/WO, iv. Whether the contract has been completed in all respects. If contract is not completed, in that case certificate shall mention that the contract has gone live and is currently in running/operation phase. Overall cost of Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification services/ITES.
1.3	Existing employees on the pay roll of the Bidder as on last date of previous month of Bid Submission End Date.	**10 Marks**	Self-Certification by HR head countersigned by authorized signatory mentioning the number of employees on its pay roll as on last date of previous month of Bid Submission End Date.

S. No.	Criteria	Marks (Max)	Documents Required
	i) **7 Marks** for >=1000 existing employees on pay roll upto 1500 existing employees ii) **.50 marks for every 500 more** employees above 1500 on payroll till max of 10 marks		
2	**Organizational Capability**	**20 Marks**	
2.1	Existing language capabilities for carrying out manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES services in Assamese, Bengali, English, Gujarati, Hindi, Kannada, Konkani, Malayalam, Manipuri, Marathi, Nepali, Oriya, Punjabi, Tamil, Telugu and Urdu with respect to number of resources with the Bidder(It can be at multiple locations) The minimum number of existing resources for respective languages shall be as under: (i) Hindi/English – Minimum 200 Resources each (ii) Gujarati/ Marathi/ Malayalam/ Tamil/ Kannada/ Telugu – Minimum 20 resources each (iii) Remaining languages – Minimum 10 resources each	**10 Marks**	Self-Certification by HR head countersigned by authorized signatory mentioning current language capabilities in manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES count of employees in each language with location of deployment to be provided.
	i) **7 Marks** for 11 Languages ii) **.6 marks** of every 1 language above 11 till **max of 10 marks**		
2.2	Current infrastructure with seating capacity of at least 500 persons or more at each	**10 Marks**	Self-Certification by authorized signatory Location address and capacity to be mentioned

S. No.	Criteria	Marks (Max)	Documents Required

	location
	  i) **10 Marks – 6 or More locations**
	  ii) **9 Marks- 5 locations**
	  iii) **8 Marks – 4 locations**
	  iv) **7 Marks -3 locations**		

3	**Presentation by Bidders on parameters as below (UIDAI team may plan to visit** Bidder **premises to evaluate the same)**	**40 Marks**	These marks will be allocated based on detailed presentation along with plans/documents for each criteria submitted as part of the Bid Proposal and also presentation to the evaluation committee. **[Bidder to submit presentation along with plans/documents for each criteria in Bid Proposal]**
3.1	**Robustness of Implementation Plan**	**10 Marks**	**Detail on Implementation Plan to be submitted.**
3.1.1	Plan to go steady state in shortest time	2.5	
3.1.2	Additional measures to exceed Quality SLA	2.5	
3.1.3	Additional measures to exceed TAT SLA	2.5	
3.1.4	Ability to take on sudden variations in load	2.5	
3.2	**Physical and technical infrastructure available or Details of infrastructure proposed for carrying out QC operations of this RFP**	**10**	**Details on infrastructure to be submitted.**
3.2.1	Description of proposed centers for QC Audit and connectivity to UIDAI DC proposed to be set up. Adequacy in terms of suitability of location, connectivity of location from nearby public transport, physical and data security, power backup, environmental protection, telecom infrastructure.	5	
3.2.2	Security measures like CCTV with live streaming to UIDAI HQ and ROs	4	

S. No.	Criteria	Marks (Max)	Documents Required
3.2.3	Amenities planned at centers	1	
3.3	**Recruitment process that the Bidder would adopt for engaging the resources**	**10 Marks**	**Details on proposed process to be submitted**
3.3.1	Identification of resources with prior similar experience	2.5	
3.3.2	Measures over and above standard background Check to ensure resource's integrity	2.5	
3.3.3	Commitment for employee retention. Bidders to give commitment of % of employees (deployed by Service Providers for Quality Check under this contract) that will have minimum of 3 months experience in company • 95% or more – 5 • 90% or more – 3 • 85% or more – 2 • Less than 85% - 0	5	• A certificate, signed by HR head, duly countersigned by authorized signatory. • UIDAI may ask the Bidder to prove their commitment during contract operations.
3.4	**Training methodology**	**10 Marks**	**Training methodology, trainers, training areas and training infrastructure and related suggestions to be submitted**
3.4.1	Training Plan of the resources to implement the new guidelines issued by UIDAI from time to time basis.	5	
3.4.2	Training infrastructure proposed to be established for duration of the contract	2.5	
3.4.3	Use of ICT tools, VC for imparting training	2.5	
	Total Technical Score(TS)	**100**	

Note: Supporting documents along with Checklist as per **Annexure III FORM 3 of Clause 5.1.3** are required to be submitted for the Technical Evaluation Criteria as above.

2.4 PART-IV: EVALUATION PROCESS

Proposals will be reviewed by a Tender Evaluation Committee ["TEC" or "EC" or "Committee"] appointed by the tendering authority (UIDAI). The TEC may be comprised of, or receive assistance from, several teams conducting parallel evaluations. The evaluation will be done in 3 phases by the TEC setup by UIDAI. Any time during the process of evaluation the UIDAI may seek specific clarifications from any or all Bidders.

2.4.1 Evaluation of Pre-Qualification of Bid Proposals (PACKET 1: PART I)

1. The Evaluation Committee (**EC**) shall first evaluate the Pre-Qualification Proposal as per the Pre-Qualification Criteria mentioned in sub Section 2.2 of this RFP.
2. Bidders who meet the Pre-Qualification Criteria shall be considered for Technical Evaluation. Bidders who qualify technical evaluation shall be considered for commercial evaluation.
3. The Evaluation Committee may ask Bidder(s) for additional information, seek clarification and/or arrange discussions with their professional, technical faculties to verify the claims made in Bid Proposal.
4. The Pre-Qualification Proposal shall be evaluated based on the Criteria provided in the Clause 2.2.1 –Criteria for Pre-Qualification. Bidders failing to either meet these criteria or not furnishing the requisite supporting documents/documentary evidence is liable to be summarily rejected.
5. Any proposal not complying with the requirements of the Pre-Qualification Criteria will not be processed further.

2.4.2 Evaluation of Technical Bid Proposals (PACKET 1: PART II)

The Technical Proposals of only those Bidders, who qualify in the evaluation of the Pre-Qualification Proposals, shall be taken up for "Technical Evaluation". The evaluation of the Technical Bid Proposals is carried out in the following manner:
1. The Bidders' technical solutions proposed in the Bid Proposal will be evaluated as per the requirements specified in this RFP and adopting the evaluation criteria spelt out in sub Section 2.3 of this RFP.
2. Proposal Presentations -The EC will invite each Bidder to make a presentation at a date, time and location determined by the EC. The purpose of such presentations would be to allow the Bidders to present their proposed solutions to the committee and the key points in their Proposals.
3. Pre-qualified Bidders would be required to make a technical presentation before the evaluation committee. The date and time of the presentation will be communicated to the Bidders by the Purchaser.
4. The Evaluation Committee or any officer(s) nominated by it may visit the proposed QC sites/existing capabilities as mentioned in Technical proposal and may interact with Bidder's existing client(s), if required. The Bidder may be required to facilitate the visit of UIDAI officials as required. Discrepancy between stated capacity/capabilities/documents submitted and site verification shall result in immediate disqualification. The cost associated to such visit shall entirely be borne by the UIDAI.
5. The EC/UIDAI may seek clarifications from the Bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the Bid Proposals. Clarifications provide the opportunity for the Committee to state its requirements clearly and for the Bidder to more clearly state it's Proposal. The Committee may seek inputs from their professional, technical faculties in the evaluation process. Bidder is expected to submit the written clarification of all the discussions with EC/UIDAI.
6. Pursuant to the evaluation methodology mentioned at Clause 2.3.1 each Technical Bid Proposal will be assigned a technical score out of a maximum of 100 points. To qualify for commercial evaluation minimum of 70 marks have to be secured in Technical Evaluation.
7. The list of "Technically Qualified Bidders" will be published on GeM Portal
8. UIDAI reserves the right to reject any Technical Proposal in case the Bidder failed to satisfy any of the condition mentioned in this Technical Evaluation Criteria during the evaluation.

2.4.3 Evaluation of Commercial Bid Proposals

1. The Commercial Bid Proposal of only those Bidders who qualify in the Technical Evaluation will be opened.
2. The Bidder's Technical Proposal will be evaluated as per the criteria specified herein:-
    a. Bidder's needs to provide their commercial bid as per the format provided in the RFP (Annexure-VI and VII)
    b. All Bidders will be required to submit Commercial Bid Proposal for both category of Quality Check of packets on commercial form BOQ_XXXX.xls.
    c. For the commercial bid evaluation both the category of packets will be given equal weightage to identify the lowest evaluated Commercial Proposal (Fm) and this lowest evaluated Commercial Proposal (Fm) will be given the maximum financial score (FS) of 100 points and will be placed at L1 (i.e. at lowest cost), L2 and so on.
    d. The rates quoted must be inclusive of the following:
        (i) Cost for all the activities/scope of work as mentioned in the RFP document;
        (ii) No extra item will be considered for payment including Cost of material, manpower, transportation, equipment's, tools etc.
        (iii) Any other cost direct or hidden, not mentioned in the Proposal;
3. Final selection would be on the basis of Quality cum Cost based Selection (QCBS).

2.4.4 Quality cum Cost Based Selection (QCBS)

1. The evaluation methodology to be adopted by the Purchaser will be Quality cum Cost Based System (QCBS) method of evaluation where Technical Score (denoted by TS) will get a weightage of 70%(denoted by T) and Commercial Score (denoted by FS) a weightage of 30% (denoted by C)
2. Description of variables used:
    "TS" is the Technical Score for each Bid Proposal as calculated out of 100
    "FS" is Total Commercial Score for each Bid Proposal as calculated out of 100
    "T" is weight given to technical score which is 70%
    "C" is weight given to Commercial score which is 30%
3. Bid Proposals will be ranked according to their weighted Technical Score "TS" and weighted Financial Score "FS".
4. Final Total Score for each Bid Proposal shall be computed as follows:

$$\text{Final Total Score (FTS)} = TS * T (\%) + FS * C (\%)$$

5. The Bidder having the Highest Final Total Score (FTS) shall be selected as "Lowest and successful Bidder"(L1) and "Rate per packet" as quoted by lowest and successful Bidder as the **"Discovered Rate" for ADQCSA.** All other Bidders shall be designated as L2, L3 etc in decreasing order of Final Total Score. Eg. Bidder having the next highest Final Total Score (FTS) shall be L2 etc.

2.4.5 Contract Finalization and Award

1. The L1 Bidder identified will be awarded the Contract Agreement; the Bidder at L2, L3, L4, L5, L6, L7, and L8 will be given first rights to match the L1 Rate per packet. L2, L3, L4 Bidders matching the L1 Rate per packet will be awarded the Contract for carrying out the Services, while the L5, L6, L7, L8 Bidders matching the L1 Rate per packet will be empanelled for carrying out the Services (if required) during the duration of the Contract Agreement.

2. In case, L2, L3, L4 are unable to match the Rate per packet quoted by L1, the option shall be passed to L5 and this process will be repeated moving from L5 to L6 and so on, till 4 more successful Bidder emerges, offering the Services at the Discovered Rate. Similar process will be followed to identify the Bidders for empanelment.

3. In the interest of time, the Bidders from L2 to the highest will be asked to match the Discovered Rate simultaneously, or express inability to do so within 3 (three) days of such written notice. In case of more than one Bidder **willing to match the L1 price, the Bidder with the highest Final Total Score (FTS)** would have the first right. E.g. if L2, L3, L4 and L5 both agree to match L1 price, Bidder L2,L3,L4 would have the first right.

4. In case the bidding process is unable to identify 4 successful bidders, UIDAI reserves the right to issue the Contract to less number of selected bidders.

2.4.6 Submission of Performance Bank Guarantee (PBG)

1. Successful Bidders (L1, L2, L3, and L4) will have to submit Performance Bank Guarantee (PBG) of 10% of the Contract Value.

2. The agencies empanelled under this RFP are not required to submit the PBG at the time of empanelment. The empanelled agencies shall submit the Performance Bank Guarantee (PBG) of 10% of the Work Order Value within 15 days of issuance of Work Order.

2.5   PART-V: ONLINE BID PROPOSAL PREPARATION AND DOCUMENTS CHECKLIST

1.   **PACKET (1) PART I – PRE-QUALIFICATION FORMS AND SUPPORTING DOCUMENTS as per Clause 2.2.1: CRITERIA FOR Pre Qualification**
    a.   Scanned copy of EMD (Form 18 – Appendix XVIII as per Section 5.2.) OR Scanned copy of Bid Security Declaration (Form 22 - Appendix XXII as per Section 5.2.7
    b.   Scanned copy of Integrity Pact (Form 19 - Appendix XIX as per Section 5.2.4)
    c.   Scanned copy of Non-Disclosure Agreement (Form 21 - Appendix XXI as per Section 5.2.6)
    d.   Signed and Scanned Copy of duly filled up FORM 1 (Annexure I as per Section 5.1.1) with all relevant supporting documents
    e.   Signed and scanned Copy of duly filled up FORM 2 (Annexure II as per Section 5.1.2)
    f.   Signed and scanned Copy of duly filled up FORM 4 (Annexure IV as per Section 5.1.4), relevant to serial no. 6 of Clause 2.2.1 with all relevant supporting documents
    g.   Signed and scanned copy of duly filled FORM 8 (Annexure VIII as per Section 5.1.8)
    h.   Signed and scanned copy of duly filled FORM 9 (Annexure XI as per Section 5.1.9)

2.   **PACKET (1) PART II – TECHNICAL PROPOSAL FORMS AND SUPPORTING DOCUMENTS as per Clause 2.3.1: CRITERIA FOR TECHNICAL EVALUATON**
    a.   Signed and scanned copy of duly filled Annexure III: FORM 3 and all the supporting documents specified in Clause 2.3.1: TECHNICAL EVALUATION CRITERIA.
    b.   Signed and scanned copy of duly filled Annexure IV: FORM 4 and all the supporting documents relevant to serial no 1.2 Clause 2.3.1.
    c.   Signed and Scanned Copy of duly filled Annexure V FORM 5 TECHNICAL BID PROPOSAL Cover Letter.

3.   **PACKET (2) :** FINANCIAL BID PROPOSAL
    a.   Signed and scanned copy of duly filled Annexure VI: FORM 6 Commercial Bid Proposal

  b. Commercial Bid Proposal in the form of BOQ_XXXX.xls

Note: The Bidders shall quote the **Rate per packet for processing each QC packet for both the category** for providing Services as per the Scope of Work given in Section IV which shall be exclusive of all the statutory taxes, levies, duties etc. However, all applicable taxes & duties shall also be quoted separately. The **Rate per packet for processing each QC packet for both the category** quoted shall be inclusive of all costs to be incurred by the Bidder for providing other additional services including but not limited to QC center facility, its management/ maintenance, manpower, Security, IT equipment installed for the purpose, connectivity etc. specified in the 'Scope of Work'. Bidder shall mention all applicable taxes separately as per the Commercial Bid Proposal format in the form of BOQ_XXXX.xls. Any conditional Bid Proposals shall be summarily rejected during the evaluation of the Financial Bid Proposals.

4. All the pages of Bid Proposal being submitted must be signed and sequentially numbered by the Bidder irrespective of the nature of content of the documents before uploading. All the files mentioned should be in .PDF format except for the BoQ which should be .xls format.

5. The offers submitted by telegram/fax/email shall not be considered. No correspondence will be entertained through any other mode in this matter.

3. SECTION-III – GENERAL CONDITIONS OF CONTRACT AGREEMENT

3.1 GENERAL

3.1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract Agreement have the following meanings:

1. "ADQCSA" means Aadhaar Data Quality Check Service Agency, inter alia successful Bidders.
2. "ADQASA" means Aadhaar Data Quality Audit Service Agency, inter alia successful Bidders.
3. "Applicable Law" means the laws and any other instruments having the force of law in India.
4. "Bid Proposal" means the Pre-Qualification, Technical and Commercial Bids submitted for the project against this RFP.
5. "Bidder" means the entity bidding for the services under the Contract.
6. "Bid Submission End Date" shall be as defined in the Clause 1.2.3 of this RFP.
7. ""Bid Submission Start Date" shall be as defined in the Clause 1.2.3 of this RFP.
8. "Commercial/ Financial Proposal/ Bid" means the proposal submitted by Bidder in the form of BOQ_XXXX.xls
9. "Contract" means the Agreement entered into between the Purchaser and the Service Providers, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein.
10. "Contract value" means the price to be paid for the performance of the Services, in accordance with Clause GCC 3.6.
11. "Critical Date Sheet" means the date sheet as given in Clause 1.2.3 of this RFP.
12. "Discovered Rate" means the Rate per packet quoted by L1 in its Financial Bid Proposal.
13. "Effective Date" means the date on which this Contract Agreement comes into force and effect pursuant to Clause GC 3.2.1.
14. "GCC" or "GC" mean these General Conditions of Contract Agreement.
15. "Government" means the Government of India.
16. "In writing" means communication in written form with proof of receipt.
17. "Opening of Pre-Qualification/Technical Bid Proposals" shall be as defined in Clause 1.2.3 of this RFP.
18. "Party" means the Purchaser or the Service Provider, as the case may be, and "Parties" means both of them.
19. "Personnel" means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.
20. "Pre-Qualification Proposal/ Bid Proposals" means the proposal submitted as per the Pre-Qualification Criteria.
21. "Pre-Qualification Criteria" means the criteria mentioned in Clause 2.2.1 of this RFP.
22. "Purchaser" means the entity purchasing the services under this Contract Agreement i.e. UIDAI
23. "Resident" means normal resident of India.
24. "Scope of Work" means the works to be undertaken by the ADQCSA and ADQASA as defined in Section IV.
25. "Service Provider" means any private or public entity that will provide the Services to the Purchaser under this Contract Agreement. The Service Provider is the entity, whose Bid Proposal to perform this Contract Agreement has been accepted by the Purchaser and is named as such in the Agreement.
26. "Services" means the work to be performed by the Service Provider pursuant to this Contract

Agreement, as described in Scope of Work at Section-IV of RFP hereto.

27. "SLA" refers to Service Level Agreement as defined under the Scope of Work at Section-IV of this RFP.
28. "Technical Criteria" means the criteria mentioned in Clause 2.3.1 of this RFP.
29. "Technical Proposal/ Bid Proposal" means the proposal submitted as per the Technical Criteria.
30. "UIDAI" means Unique Identification Authority of India and is referred as the Purchaser.
31. "MSP" means Managed Service Provider
32. "MSAP" means Managed Service Application Provider
33. "Quality Check or QC" means the process of checking quality of data as defined in Annexure XV.
34. "Quality Audit or QC Audit" means the process of audit of Quality Check as defined in Annexure XV.
35. "Rate per packet" means cost of Quality check with documents of one enrolment/update packet or in other words the cost of processing one enrolment/update packet in Quality check with documents. Also mentioned as cost of packet in RFP document.

3.1.2 Interpretation

1. In this Contract Agreement unless a contrary intention is evident:
    a. the Clause headings are for convenient reference only and do not form part of this Contract Agreement;
    b. unless otherwise specified, a reference to a Clause number is a reference to all of its sub-Clauses;
    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 Agreement including any amendments or modifications to the same from time to time;
    d. a word in the singular includes the plural and a word in the plural includes the singular;
    e. a word importing a gender includes any other gender;
    f. a reference to a person includes a partnership and a body corporate;
    g. a reference to legislation includes legislation repealing, replacing or amending that legislation;
    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;
    i. in the event of an inconsistency between the terms of this Contract Agreement and the RFP and the Proposal, the terms of this Contract Agreement hereof shall prevail.

3.1.3 Relationship between the Parties

1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Service Provider. The Service Provider, subject to this Contract Agreement, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them hereunder.

3.1.4 Law Governing Contract

1. This Contract Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.

3.1.5 Language

1. This Contract Agreement 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 Agreement.

3.1.6 Notices

1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract Agreement shall be in writing and in English language.
2. A notice shall be effective when delivered or on the notice effective date, whichever is later. All notices must be delivered personally, by registered or certified mail or by facsimile transmission or email.
3. All notices shall be effective:
    i. If sent by facsimile transmission or email, when sent (on receipt of confirmation of the correct number or address);
    ii. If sent by registered post or certified mail, within 5 (five) days of dispatch;
    iii. If delivered personally, on receipt by intended recipient, provided that all notices given by facsimile transmission shall be confirmed by registered or certified mail.
4. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified below:

Purchaser: Unique Identification Authority of India

Ministry of Electronics & Information Technology, Govt. of India (GoI),

    UIDAI Headquarters,
    Bangla Sahib Road,
    Behind Kali Mandir, Gole Market,
    New Delhi – 110001
Attention: Deputy Director General (Enrolment & Update)

3.1.7 Location
1. The Services shall be performed at such locations, as the Purchaser may approve. Maximum of 05 QC centers at same or different locations can be chosen by the Service Provider across the country.

3.1.8 Authorized Signatory

1. Authorized signatory of the Bid Proposal shall have mandate to take any action as required or permitted and shall execute any document as required or permitted under this Contract Agreement. Relevant Power of Attorney/ Board Resolution to be submitted along with Pre-qualification proposal on the Authorized Signatory.

3.1.9 Taxes and Duties

1. The Service Provider and their Personnel shall pay all such payable direct and indirect taxes, duties, fees, and other impositions as are levied under the Applicable Laws of India.
2. Bidders shall clearly mention GST in quoted Rate per packet in the Financial Bid Proposal.
3. Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only

(for example: Rs.00.00)
4. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after submission of Bid Proposal or Notification of Award, the same shall be passed on to the Purchaser/Bidder as the case may be. GST shall be paid to the Service Provider at prevailing rates at the time of invoicing.

3.1.10 Fraud and Corruption

3.1.10.1 Definitions

1. It is the Purchaser's policy to require that the Purchaser as well as Service Providers observe the highest standard of ethics during the selection and execution of such Contract Agreement. In pursuance of this policy, the Purchaser defines, for the purpose of this provision, the terms set forth below as follows:
   a. "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;
   b. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a Contract Agreement to the Purchaser; and includes collusive practice among Bidders, prior to or after Bid Proposal submission, designed to establish Bid Proposal prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
   c. "collusive practices" means a scheme of arrangement between two Or more Bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
   d. "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract Agreement;

3.1.10.2 Measures to be taken by the Purchaser

1. In case if any misrepresentation of fact/information, corrupt or fraudulent practices by successful Bidder comes to the notice/information of UIDAI/Purchaser after signing of the Contract, in that case UIDAI/Purchaser shall provide notice of thirty (30) days to successful Bidder for providing the clarification.
2. Where issue is not resolved within 30 (thirty)days of notice to successful Bidder/ or if the satisfactory clarification is not rendered by successful Bidder in 30 (thirty) days, in that case Purchaser may, without prejudice to any other remedy for breach of this Contract Agreement, by written notice to the successful Bidder, terminate this Contract Agreement in whole or in part:
   If the successful Bidder, in the judgment of UIDAI/Purchaser, has engaged in misrepresentation of facts/information, corrupt or fraudulent practices in competing for the Bidding or in executing this Contract Agreement; OR If the successful Bidder submits to UIDAI/Purchaser false statement/facts. In such cases UIDAI/Purchaser shall take appropriate action against such successful Bidder.

3.1.10.3 Commissions and Fees

1. Purchaser will require the successful Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of this Contract Agreement. 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.

3.1.11 Conflict of Interest

1. A Bidder shall not have a conflict of interest that may affect the selection process or the solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified.
2. The Purchaser requires that the Bidder provides solutions which at all times hold the Purchaser's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.
3. The Bidder shall disclose to Purchaser in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

3.2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT AGREEMENT

3.2.1 Effectiveness of Contract Agreement
1. This Contract Agreement shall come into effect on the date the Contract is signed by the Parties. The date, this Contract Agreement comes into effect is defined as the Effective Date.

3.2.2 Tenure of the Contract Agreement
1. The Contract Agreement shall be in force for 3 (three) years subject to strict adherence of the timelines/time frame by the Service Provider and as per the terms and conditions of the Contract Agreement.

3.2.3 Extension of the Contract
1. The Contract may be extended by up to 2 (two) more years, on year to year basis, subject to satisfactory performance of the Service Provider. The extension shall be at the sole discretion of UIDAI. During extension period, the Rate per packet shall be increased by 5% each year (Rate for 2nd year of extension shall be the rates of 1st year of extension but increased by 5%).
2. However, extension shall be subject to the satisfactory performance of the Service Provider and solely at the discretion of UIDAI.

3.2.4 Commencement of Services

1. The Service Provider (successful Bidders for carrying out services – L1,L2, L3, L4) shall begin carrying out the Services as per the implementation plan specified in Table below:

S No.	Scope of Work Area	Time Frame
1.	Issue of Letter of Intent	T
2.	Submission of PBG	T+ 10 days

3.	Signing of Contract Agreement	T + 15 days

QC and QA Operations shall commence in phases starting with minimum 25 % capacity and achieve 100% capacity in QC operations by the beginning of 2nd Quarter(4th Month), as indicated in table below. Accordingly, ADQCSA and ADQASA may make the QC facility ready in phases and offer the same for joint inspection by UIDAI as indicated below. The Contract Agreement with the current Vendors shall continue in parallel till 100% operations are commenced by newly on boarded Service Providers through this RFP. UIDAI may specify different date (T) to all the Service Providers for start of operations with respect to meeting the timeline as specified under:

S No.	Scope of Work Area	Time Frame			
	Tasks to be completed in each phase of operation until 100% capability achieved	**Phase 1 - 25% capacity**	**Phase 2 - 50% capacity**	**Phase 3 - 75% capacity**	**Phase 4 - 100% capacity**
4.	Readiness of QC facility/ies(in terms of Clause 4.1.10.7 of Section IV and compliance on UIDAI information security guidelines as per Annexure XI Clause 5.1.11) and offer the facility for joint inspection by UIDAI	T+50 days	T+80 days	T+110 days	T+140 days
5.	Completion of joint inspection of QC facilities & approval if found acceptable	T+65 days	T+95 days	T+125 days	T+155 days
6.	Training of QC trainers by UIDAI at UIDIA HQ/ROs/Tech Centre (timelines are indicative and may vary)	T+75 days	T+105 days	T+135 days	T+165 days
7.	Hiring and training of manpower (timelines are indicative and may vary)	T+85 days	T+115 days	T+145 days	T+175 days
8.	Successful passing of test by QC operators (timelines are indicative and may vary)	T+89 days	T+119 days	T+149 days	T+179 days
9.	**Commencement of QC operations as per UIDAI defined capacity (Steady State)**	**T+90 days**	**T+120 days**	**T+150 days**	**T+180 days**

Note: Any of the above activity can be completed before the dates mentioned above.

2. Successful Bidders should close any outstanding observations raised by UIDAI during joint inspection and offer the facility for inspection again. Approval for commencement of QC operation shall be given only after all the outstanding observations are closed satisfactorily by successful Bidders.

3. In case of delay in commencement of QC operations in each phase as per the implementation plan above, Liquidated Damages as per Clause 3.9 shall be applicable. For Example, if successful Bidder has commenced Phase 1 operation with 25% capacity on T+90 days and has commenced Phase 2 operation with 50% capacity by T+125 days, then LD for delay of 5 days in commencement of operation for Phase 2 is applicable@ 2% of the cost of actual shortfall of packets (2% of the cost of 25 % packets which would have been allocated during 5 days)

3.2.5 Termination of Contract for failure to become effective

1. If the selected Service Provider is unable to commence the Service within the period specified in the table below owing to reasons not attributable to the Purchaser, as per the Scope of Work of RFP, UIDAI may declare this Contract Agreement null and void and in the event of such a declaration, the Performance Bank Guarantee is liable to be forfeited by UIDAI.

3.2.6 Expiration of this Contract Agreement

1. Unless terminated earlier pursuant to GCC Clause 3.2.2 and GCC Clause 3.2.9 hereof, this Contract Agreement shall expire at the end of 3 years (36 months) from the Effective Date. This Contract Agreement may be extended for up to 2 (two) more years, on year to year basis. The extension shall be at the sole discretion of UIDAI in writing.

3.2.7 Entire Contract Agreement

1. This Contract Agreement 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.

3.2.8 Modifications or Variations

1. No modification or variations of the terms of this Contract Agreement shall be made except by written amendment signed by both the Parties.

3.2.9 Force Majeure

3.2.9.1 Definitions

1. For the purposes of this Contract Agreement, "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, pandemic situation causing lockdown by an order of State/Central Government.

2. Force Majeure shall not include
   a. any event which is caused by the negligence or intentional action of a Party or agents or employees, nor
   b. 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 Agreement, and avoid or overcome in the carrying out of its obligations hereunder.
   c. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

3.2.9.2 No Breach of Contract Agreement

1. The failure of a Party to fulfill any of its obligations under this Contract Agreement shall not be considered to be a breach of, or default under, this Contract Agreement 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 Agreement, and
   (b) has informed the other Party as soon as possible about the occurrence of such an event.

3.2.9.3 Measures to be Taken

1. A Party affected by an event of Force Majeure shall continue to perform its obligations under this Contract Agreement as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
3. Any period within which a Party shall, pursuant to this Contract Agreement, 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.
4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Purchaser, shall either:
   a. mobilize; or
   b. continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract Agreement.
5. 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 GCC 3.8.

3.2.10 Suspension

1. The Purchaser may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder, if the Service Provider fails to perform any of its obligations under this Contract Agreement, including the carrying out of the Services, provided that such notice of suspension
   (i) Shall specify the nature of the failure, and
   (ii) Shall allow the Service Provider to remedy such failure, if capable of being remedied,

within a period not exceeding thirty (30) days from the receipt by the Service Provider of such notice of suspension.

2. The suspension of payment will be applicable in cases where the penalties calculated by the purchaser exceed the PBG amount.

3.2.11 Termination

3.2.11.1 By the Purchaser

The Purchaser may, without prejudice to any other remedy for breach of this Contract Agreement, which may be available, terminate this Contract Agreement in case of the occurrence of any of the events specified in here. On occurrence of such event(s), the Purchaser shall give written notice of not less than thirty (30) days' of termination to the Service Provider:

a. If the Service Provider does not remedy a failure in the performance of their obligations under this Contract Agreement, within thirty (30) days or such longer period as the Purchaser may specify after being notified of the default.

b. If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing this Contract Agreement.

c. If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than thirty (30) days.

d. If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.

e. If the Service Provider places itself in position of Conflict of Interest or fails to disclose promptly any Conflict of Interest to the Purchaser.

f. If the Service Provider has been blacklisted by the Purchaser or disqualified for any reason.

g. If the Service Provider fails to fulfill its obligations under Clause GCC 3.3 hereof.

h. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 3.8 hereof.

i. In the event of Service Provider is found :

j. Sub-contracting of the Services or any work related thereto.

k. Provided incorrect information to UIDAI.

l. Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.

m. If the Service Provider is found to have committed acts leading to breach of privacy, or not implemented the appropriate controls required for proper security of data.

n. In the event, the Service Provider fails to meet any of the performance criteria as mentioned under the Clause 4.2 of the Contract Agreement under the heading SLA, the Purchaser may issue a SLA default notice to the Service Provider directing it to take steps within 60 (sixty) days, to cure the default and bring the performance criteria to the level specified in the SLA. The Purchaser may terminate the Contract Agreement and en-cash the PBG, in the event the Service Provider fails to cure such default within the aforesaid time period.

3.2.11.2   Termination of Convenience by Purchaser

1. The Purchaser may by written notice, sent to the Service Provider, terminate the Contract Agreement, in whole or in part at any time of its convenience, by giving a prior written notice of ninety (90) days. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under this Contract Agreement is terminated, and the date upon which such termination becomes effective.

3.2.11.3   By the Service Provider

The Service Providers may terminate the Contract Agreement, by giving not less than ninety (90) days' written notice to the Purchaser, (such notice to be given after the occurrence of any of the events specified below:

1. If the Purchaser fails to pay any money due to the Service Provider pursuant to the Contract Agreement and not subject to dispute pursuant to Clause GCC 3.8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.
2. If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
3. If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 3.8 hereof.

3.2.11.4   Cessation of Rights and Obligations

1. Upon termination of this Contract pursuant to Clauses GCC 3.2.5 or GCC 3.2.11 hereof, or upon expiration of the Contract Agreement pursuant to Clause GCC 3.2.6 hereof, all rights and obligations of the Parties hereunder shall cease, except:
    a. such rights and obligations as may have accrued on the date of termination or expiration;
    b. the obligation of confidentiality set forth in Clause GCC 3.3.4 hereof;
    c. the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 3.3.6 hereof; and
    d. any right which a Party may have under the Law of land.

3.2.11.5   Cessation of Services

1. Upon termination of the Contract Agreement by notice of either Party to the other pursuant to Clauses GCC 3.2.11.1, GCC 3.2.11.2 or GCC 3.2.11.3 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Service Provider and equipment and materials furnished by the Purchaser, the Service Provider shall proceed as provided, respectively, by Clauses GCC 3.3.9 or GCC 3.3.10 hereof.

3.2.11.6   Payment upon Termination

1. Upon termination of this Contract pursuant to Clauses GCC 3.2.11.1 or GCC 3.2.11.2, the Purchaser shall make the following payments to the Service Provider:
    a. If the Contract is terminated pursuant to Clause GCC 3.2.11.1 (4), (7), (9), (11) or 3.2.11.2, remuneration pursuant to Clause GCC 3.6.4.2 hereof for Services satisfactorily performed prior to the effective date of termination;
    b. If this contract is terminated pursuant of Clause GCC 3.2.11.1 (1) to (3), (5), (6), (8), (10) ,the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser. If applicable under such circumstances, upon termination, the Purchaser may also impose Liquidated Damages as per the provisions of Clause GCC 3.11 of this contract. The Service Provider will be required to pay any such Liquidated Damages to Purchaser within 30 days of termination date.

    c.   However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by UIDAI committee.

3.2.11.7　Disputes about Events of Termination

1. If either Party disputes whether an event specified in Clause GCC 3.2.11.1 or in Clause GCC 3.2.11.3 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to arbitration under Clause GCC 3.8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.2.12 Non Exclusivity

1. UIDAI reserves the right to engage any other agency that it identifies to have fulfilled the criteria required for the proposed Services in this RFP at any point of time during the tenure of the contract period or beyond the tenure of the contract period.

3.3　OBLIGATIONS OF THE SERVICE PROVIDER

3.3.1 General

3.3.1.1　Standard of Performance

1. The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.
2. The Service provider shall implement procedures and controls to safeguard the privacy and security of data at all times.
3. If the Service Provider fails to provide the quality in relation to Services as envisaged under this Contract, the Purchaser may make judgment regarding the poor quality of Services, the reasons for which shall be recorded in writing. Without prejudice to any right which it may have, the Purchaser may decide to give one chance to the Service Provider to improve the quality of the Services.

3.3.1.2　Termination of Contract

1. In the event the Purchaser terminates the Contract in whole or in part, pursuant the provisions of this Contract, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the Service Provider shall be liable to the Purchaser for any additional costs and expenses which it may incur for availing such similar Services. In the event the Contract is terminated partially, the Service Provider shall continue performance of the Contract to the extent not terminated.

3.3.2 Service Providers Not to Benefit from Commissions, Discounts

1. The payment of the Service Provider pursuant to Clause GC 3.6 shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in

connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and agents or either of them similarly shall not receive any such additional payment.

3.3.3 Prohibition of Conflicting Activities

1. The Service Provider shall not engage, and shall cause 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.
2. The Service Provider shall keep safe, secure and confidential and protect from unauthorized access, loss or damage all demographic information, and all documents, data and information of any nature provided to the Service Provider for the discharge of Services.
3. The Service Provider shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from UIDAI, other than required for discharge of Services.
4. The Service Provider shall not give access to the information or data collected and received from UIDAI in the course of discharge of Services, to any person who is not authorized to handle the information or data. Information should only be given to authorized Personnel and only used in the manner prescribed by the UIDAI.

3.3.4 General Confidentiality

1. Except with the prior written consent of the Purchaser, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from UIDAI in the course of the Services, nor shall the Service Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.3.5 Insurance to be Taken Out by the Service Provider

1. The Service Provider
   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. The risks and the coverage shall be as follows:
      i. Third Party liability insurance, with a minimum coverage of the value of the contract
      ii. Professional liability insurance, with a minimum coverage of the value of the contract
      iii. Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, other insurance or provident fund, ESI as may be appropriate; and
      iv. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider's property used in the performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.
   b. at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.3.6 Accounting, Inspection and Auditing

1. The Service Provider
   a. shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with generally/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
   b. shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to 5 (five) years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be.
2. The Purchaser shall have the right to carry out inspection checks, audits of the Service Provider's premises and/ or locations, facilities, or point of delivery of services performed under this contract after giving a prior notice of 07 days. Purchaser may conduct surprise inspection of the Service Provider's premises and/ or locations, facilities. The parameters for inspection of premises and/ or locations, facilities, or point of delivery of services is available at Annexure-XI.
3. The Purchaser shall have the right to carry out scheduled/ un- scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider.

3.3.7 Sub- contracting

1. The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this Contract without the prior written approval.

3.3.8 Reporting Obligations

1. The Service Provider shall submit to the Purchaser the reports and documents specified in RFP, in the form, in the numbers and within the time periods set forth in the said Appendix.

3.3.9 Rights of Use

1. All rights of use of any process, product, service, or data developed, generated, or collected, received from Purchaser or any other task performed by the Service Provider under the execution of this Contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favor of the Purchaser or its nominated agencies.

3.3.10 Safety & Security of Data, Premises, Location/ site

1. The data, information, documents provided by the Purchaser to the Service Provider is the property of the Purchaser. The Service Provider shall display due diligence in the handling of the said data and be responsible for the data, thus provided.
2. The Service Provider shall not use the information, the name or the logo of the Purchaser and/or Government of India except for the purposes of providing the Services as specified under this contract.
3. The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser.

4. The Service Provider shall follow the UIDAI Information Security Guidelines and amendments thereof prevalent on the Bid Proposal submission day and also issued during contract duration.
5. The Service Provider would be governed by the provisions of the Applicable Laws, including but not limited to the Information Technology Act, 2000, the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the Regulations framed there under or orders or communications thereof, and other relevant Acts and amendments thereof.
6. The Purchaser reserves the right to carry out third party audits of the Service Provider to ensure compliance of stated and implicit requirements.
7. The rogue behavior of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.

3.3.11 Equipment & Materials Provided by the Service Providers

1. Equipment or materials brought into India by the Service Provider and the Personnel and used either for the Project or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable. However, equipment or materials bought/provided by the Purchaser for the use of Service Provider shall remain the property of Purchaser.

3.3.12 Intellectual Property Rights (IPR)

1. The intellectual property rights to all the outputs, deliverables, data, and reports developed during the execution of this Contract shall remain sole property of the Purchaser.

3.3.13 Integrity Pact

1. Bidders are required to submit in original the pre contract integrity pact duly signed and witnessed as per FORM 19 Appendix XIX. This will be signed by the authorized signatory of the Bidder with name, designation and seal of the company. Bidders who do not sign the pact shall be disqualified from participation in the Bid process.
2. Name, address and contact Number of the Independent External Monitor nominated for this tender is available on UIDAI website.

3.3.14 Non-Disclosure Agreement (NDA)

1. Service provider will furnish an undertaking in form of NDA that the Service Provider or the personnel (s) of the Service Provider are or shall always be bound by confidentiality obligation, in relation to this RFP or all proprietary or Confidential Information received by them and shall not be disclosed in any manner. The format of the said NDA has been attached as FORM 21 Appendix XXI.

3.4   SERVICE PROVIDER'S PERSONNEL

3.4.1 General

1. The Service Provider shall employ and provide such qualified and experienced Personnel as required to carry out the Services.

3.4.2 Project Manager and Center heads

1. The Service Provider shall ensure that at all times during the Service Provider's performance of the Services, a 'Project Manager', acceptable to the Purchaser, shall take charge of the performance

of such Services. The Project Manager shall act as a single point of contact.

2. The Service Provider shall also deploy a 'Centre Head' for each QC centre, acceptable to the Purchaser, who shall be responsible for the performance of such Services at the respective centre.

3.5 OBLIGATIONS OF THE PURCHASER

3.5.1 Assistance and exemptions

1. 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.

3.5.2 Change in the applicable Law Related to Taxes   and Duties

1. 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 Service Provider for providing the Services i.e. GST   or   any   such applicable tax from time to time,   which increases or decreases the cost incurred by the Service Provider in performing the Services, same shall be passed on to the Purchaser/Service Provider as the case may be. Taxes shall be paid to the Service Provider at prevailing rates at the time of invoicing.

3.5.3 Payment

1. In consideration of the Services performed by Service Provider under this Contract, the Purchaser shall make to the Service Provider such payments and in such manner as is provided by Clause GCC 3.6 of this Contract.

3.6 PAYMENTS TO THE SERVICE PROVIDER

3.6.1 Contract Value

1. Contract value for a period of 3 (three) years for each Service Provider shall be as under:
   ₹ ……………………….[Rate per packet for Quality Check with documents (without tax) x estimated number of packets to be allocated] (calculated up to two decimals).

The count of number of packets will be as specified under Clause 4.1.9.

3.6.2 Payment for Services

1. The Service Provider shall be paid, as per the 'Discovered Rate' for carrying out/delivery of services as enumerated in Section-IV.
2. The amount payable shall be finalized after taking into account the SLA/LD recoveries as defined in Section IV, if any applicable.
3. The Purchaser shall endeavor to make the payment within 30 days of receiving the invoice (complete in all aspects) from the Service Provider.

3.6.3 Currency of Payment

1. All payments shall be made in Indian Rupees (₹).

3.6.4 Terms of Payment

1. The payments in respect of the Services shall be made as follows:
   a. The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on "**Quarterly basis**''.
   b. The Service Provider shall provide all documents related to performance during the quarter that would be required to compute price and penalties. This would include the invoice in triplet (three copies), QC MIS output reports mentioning the number of QC request completed during the Quarter, UIDAI QC System down time report (with details of tickets raised with UIDAI for system outage), TAT SLA report and Quality SLA report ,Grave Error report , Quarterly payment calculation report and action taken on open audit observations. In case of variation between ADQCSA and UIDAI agencies in the system downtime / volume checked etc, the decision of HQ UIDAI (in consultation with Tech Centre) will be considered final and binding. In case of any critical UIDAI Audit finding, UIDAI shall have right to withhold 15% of the quarterly applicable payment till such time the Service Provider rectifies the issue and informs the same to UIDAI. UIDAI shall release the withheld payment with the next payment.
   c. In the event of any wrong payment to Service Provider, the difference shall be adjusted in the subsequent payments.
   d. All eligible payments shall be made by the Purchaser in favor of the Service Provider.
   e. The release of payments will be performance (output) based, where the payments are made for number of records successfully Quality Checked after deduction of any applicable recovery.
   f. Service Provider shall obtain sign-off for each milestone completed from the Purchaser and raise invoice on quarterly basis.
   g. It will be endeavor to release eligible payments against invoice submitted (accompanied with all requisite documents) within 30 days of submission of invoice.
   h. Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work / service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the Purchaser under this contract.

2. In case of early termination of the Contract, the payment shall be made to the Service Provider as mentioned here with:
   a. Assessment would be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Service Provider shall provide   the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the specified rate/s and applicable SLAs and Liquidated Damages, if any.

3.7   GOOD FAITH

3.7.1 Good Faith

1. 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.

3.7.2 Operation of the Contract

1. The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC 3.8 hereof.

3.8   SETTLEMENT OF DISPUTES

3.8.1 Amicable Settlement

1. If during the subsistence of this Contract or thereafter, any dispute between the Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.

3.8.2 Arbitration

1. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
2. The Arbitration proceedings shall be held in New Delhi, India.
3. The Arbitration proceeding shall be governed by the substantive laws of India.
4. The proceedings of Arbitration shall be in English language.
5. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the Parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the Contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of 3 (three) Arbitrators. Each Party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
   In case, a Party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other Party or the 2 (two) Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 days from the date of their appointment upon request of a Party, the Chief Justice of India or any person or institution designated by him (in case of International commercial Arbitration) shall appoint the Arbitrators/Presiding Arbitrator. In case of domestic

Contracts, the Chief Justice of the High Court or any person or institution designated by him within whose jurisdiction the subject purchase order/contract has been placed / made, shall appoint the Arbitrator/Presiding Arbitrator upon request of one of the Parties. The parties agree to have their dispute(s) or difference(s) resolved in terms of **Section 29B – Fast track procedure**, of the Arbitration and Conciliation Act, 1996 (as amended).

6. If any of the Arbitrators so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ Arbitrator to appoint another person in his place in the same manner as aforesaid. Such Arbitrator shall proceed with the reference from the stage where his predecessor had left if both Parties consent for the same; otherwise, he shall precede de novo.

7. It is a scope of the Contract that the Party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

8. It is also a scope of the Contract that neither Party to the Contract shall be entitled for any interest on the amount of the award.

9. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the Parties.

10. The fees of the arbitrator shall be borne by the Parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the Parties.

11. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

12. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the Parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

13. The Contract shall be governed by and interpreted in accordance with laws of the India. The Courts of New Delhi shall have exclusive jurisdiction in all matters arising under this Contract.

3.9 LIQUIDATED DAMAGES

1. If the Service Provider fails to commence QC/QA services as per time plan specified by UIDAI (Clause 3.2.4 of GCC) due to reasons solely attributable to the Service Provider for which decision of UIDAI shall be final and binding, liquidated damages at the rate of 2% on the cost of actual shortfall of service is applicable ("Liquidated Damages" or "LD"). Actual shortfall of service will be calculated as the difference between the actual number of packets which should have been allocated as per the commencement plan and the actual packets allocated.

2. For Example:- if there is a delay of 9 days in the commencement of QC services for phase 1, then a recovery shall be applicable @ 2% of cost of packets which would have been allocated for 9 days (2% of cost of 25% packets for 9 days). This LD shall continue till required levels of QC operations are achieved. LD will be over and above SLA recoveries on TAT, Quality and Grave Error payable. Total LD will be separately capped at maximum of 10% of the work done during the entire duration of the contract. **Work done during the contract** would be cost of total number of packets quality checked with document during the contract [total number of packets quality checked with documents * Rate per packet (without tax)].

3.10 ADHERENCE TO RULES & REGULATIONS

3.10.1 Adherence to Safety Procedures, Rules, Regulations & Restrictions

1. The Service Provider shall comply with the provisions of all laws including minimum wage rules of respective states/center, if any, statutory payments, leave, labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws.
2. Access to the 'sites' and Purchaser's other related locations shall be restricted to only essential personnel belonging to the Service Provider who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Purchaser. The Service Provider shall maintain a log of all activities and attendance carried out by each of its Personnel.
3. The Service Provider shall take all measures necessary to protect the Personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.
4. The Service Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including the Aadhaar Act, 2016 (as amended)and the Regulations framed there under, 2016; and the Information Technology Act, 2000 (and amendments thereof). The Service Provider 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.
5. The service provider shall adhere to UIDAI security guidelines as specified at Annexure XI including any future changes in the guidelines as deemed appropriate by the UIDAI.
6. The Service Provider shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this Clause while providing its Services under the Contract.

3.11 LIMITATION OF LIABILITY

3.11.1 Limitation of Liability

1. Except in case of gross negligence or willful misconduct:
   a. Neither Party shall be liable to the other Party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay Liquidated Damages to the Purchaser; and
   b. The aggregate liability of the Service Provider to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract value provided that this limitation shall not apply to any obligation of the Service Provider to indemnify the Purchaser with respect to patent infringement.
   c. The Purchaser shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of Contract as per Clause GC 3.2.5 or Clause GC 3.2.11 of this Contract.

3.12 MISCELLANEOUS PROVISIONS

1. The Contract shall at all times be governed by the provisions of the Aadhaar Act, 2016 and the Rules and Regulations framed there under, including and any statutory amendment/modification therein (hereinafter called as "Act"). If the Service Provider contravenes any provisions of Act, then the Service Provider shall be liable to applicable penal provisions prescribed therein.
2. Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
3. The Service Provider 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.
4. The Service Provider shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its Services under the Contract.
5. The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider. The total amount of such compensation or damages to be paid under this condition shall not exceed the Contract value of work at the time of signing of the Contract or the total amount of incurred, whichever is higher.
6. The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by employees or agent(s) whether employed, engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like.
7. All claims regarding indemnity shall survive the termination or expiry of the Contract.
8. The Service Provider shall not make or permit to make a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser.
9. The estimated contract value shall be as discovered in BOQ_XXXX.xls and the same shall be updated in Clause 3.6.1 thereafter.

4. SECTION-IV – SCOPE OF WORK, DELIVERABLES AND SLAs

4.1 PART I – SCOPE OF WORK

4.1.1 Introduction:

The Unique Identification Authority of India (UIDAI) is a statutory authority established under the provisions of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 ("Aadhaar Act 2016") on 12th July, 2016 by the Government of India, under the Ministry of Electronics and Information Technology (MeitY).

Under the Aadhaar, Act 2016, UIDAI is responsible for Aadhaar enrolment/update and authentication, including operation and management of all stages of Aadhaar life cycle, developing the policy, procedure and system for issuing Aadhaar numbers to individuals and perform authentication. UIDAI is required to ensure the security of identity information and authentication records of individuals.

Under the Aadhaar Act 2016, the UIDAI has been given the responsibility to lay down plan and policies to implement UID scheme, own and operate the UID data base, be responsible for its updation and maintenance on an ongoing basis. Implementation of the UID scheme, inter alia, entails generating and assigning UID numbers (Unique Identification Numbers called Aadhaar numbers) to Residents. The key role of UID number is that of an enabler – by establishing an identity and providing an identity authentication mechanism that helps Governments design better welfare programs, enables Residents to access resources and services more easily wherever they live, and allows agencies and programs to deliver benefits and services effectively and transparently.

For effective implementation of the Scheme, UIDAI has awarded several contracts to Vendors for performing various functions. UIDAI proposes to engage 4 (four) service agencies and empanel 4 (four) service agencies to assist UIDAI in managing the QC/QA work through this RFP.

Service Provider shall carry out the Quality Check and Quality Audit of both fresh enrolments and updates in existing Aadhaar number from assisted mode. UIDAI has established standard mechanism and processes for undertaking the Quality Check of the Aadhaar Data as and when enrolment or update is requested in the system by Residents. UIDAI has developed applications to manually check the Residents Aadhaar data collected at the time of enrolment or update to ensure correctness of data. Each enrolment/update request undergoes Quality Check of a set of demographics (Name, Address, DoB, gender, Photo) and documents(PoI, POA, DoB, PoR) given by Residents at time of enrolment/update. The list of valid documents accepted by UIDAI as PoI/PoA/DoB/PoR may be referred at Annexure XII, this is likely to change during the contract period.

4.1.2 Scope of Work for ADQCSAs

1. It is proposed to outsource below mentioned Quality Check of Aadhaar enrolment & update to 4 (four) agencies on boarded as ADQCSAs and ADQASA**:**
    a) Daily enrolments and updates packets (ECMP, CELC, Online)
    b) Only Document Packets (ECMP, CELC, Online & Offline)
    c) Legacy Packets
2. Service Provider shall provide the services to undertake the data quality and completeness check of Resident enrolment/update data. For this purpose, Service Provider shall establish and manage exclusive data quality check centers, establish secure data connectivity with the UIDAI systems, deploy its manpower to undertake the services, ensure security at the Service Provider

premises and manage operations as per the Guidelines/ instructions provided by UIDAI from time to time.

3. Quality Check of packets would include checking of content like demographics, photograph, documents('proof of Identity', 'proof of residence', 'proof of date of birth' & 'proof of relationship') as per UIDAI guidelines. List of acceptable documents has been provided as Annexure XII and the same is available on UIDAI website (UIDAI updates the list of documents on regular internals and service provider shall adopt the latest list of documents issued by UIDAI). Content of each packet to be checked may vary as per decisions or policies of UIDAI; however this will have no implications in terms of additional cost.

4. Service Provider should carry out Quality Check (QC)/Quality Audit (QA) out as per processes established by UIDAI. Every enrolment and update packet will be checked independently by 2 (two) QC operators. If the decision of both operators matches, then the packet shall be disposed. In case if the decision of both operators are different, then the packet shall be pushed to reviewer for disposition. The decision of the reviewer shall be final in such cases. Detailed QC/QA process has been included in Section V as Annexure XV.

5. Data verification through QC/QA process shall remain an important component of the Aadhaar enrolment or update process. UIDAI commits a timeline with respect to enrolment and update process to the Resident. Thus, it is important that the timelines and related SLA shall be adhered to by the Service Provider.

6. Further, to strength the Quality Check and Quality Audit process, it is required to verify the Resident's submitted documents thorough API with various document issuing authorities. Detailed process of document verification is specified in Section 4.1.6.

7. UIDAI has engaged MSP (Managed Service Provider)/MSAP (Managed Service Application Provider)/ SDA (Software Development Agency) for development, maintenance and support for QC Applications and other related systems and components of the Aadhaar ecosystem.

8. The Quality Check applications developed by UIDAI MSP/MSAP/SDA may be modified during the currency of the agreement as per changes in processes for enrolment, updation or quality check as well as to incorporate business process re-engineering with an aim to enhance efficiencies of the entire system of Aadhaar which may result in change of quantum of QC work. This may result in increase or decrease in QC/QA effort on part of the operators without any financial effect. Inter alia Rate per packet of QC/QA with document shall remain unaffected due to change in application.

9. Service Provider shall maintain the confidentiality of the data and adhere to the code of conduct, IT security policy as provided by UIDAI and any amendments thereof during the contract period.

10. Language wise volumes of both enrolments and updates for QC have been provided in the succeeding paragraphs. However, this is only indicative and the actual counts of enrolment/update for QC may increase or decrease during the contract period.

11. During the course of the Contract, UIDAI may decide to offer additional QC/QA work with similar Scope of Work at the same terms and conditions and rate provided in the Contract. This shall be dealt through the Change Request procedure as defined at Appendix XX (Section 5.2.5) on the same terms and conditions under the Contract. The value of such change will not be more than +/- 25% of the Contract value for each Service Provider. In case of any change is ordered, contract value as mentioned at 3.6.1 of Section III shall stand modified accordingly.

12. Bidders must familiarize themselves with the latest state-wise Aadhaar saturation data and documents required for enrolment & update process as available at UIDAI website for better understanding of Aadhaar process and for working out the quantum of time required for each process.

4.1.3 Packets Distribution

1. The distribution of packets among 4 (four) (proposed) agencies for QC/QA shall be based on following:

S. No	Bidder	Packet Type	Percentage Share of Packets
1	L1	QC Packets	40%
2	L2	QC Packets	30%
3	L3	QC Packets	30%
4	L4	QA Packets	All QA Packets (10% of QC Packets)

2. This load is not absolute and will be further keep on increasing/ decreasing depending upon Service Provider's performance on basis of SLA – TAT & quality.
3. UIDAI can also onboard new Service Provider from the list of empanelled Service Provider in various scenarios like non performance of existing Service Provider, increase in load of number of packets etc.
4. In addition UIDAI may increase or decrease allocations of existing Service Providers and onboard new Service Provider from list of empanelled Service Provider at its sole discretion.

4.1.4 QC process

1. Quality Check may be broadly divided into below types:

S. No	Packet Type	Description
1	Enrolment Packets	• Packets created with the objective of generation of new Aadhaar. • These packets are created by Computer/laptop based ECMP client or Mobile/Tab based CELC client through network Aadhaar centre and operators distributed all over India.
2	Update Packets	• Packets created with the objective of Updation of Demographic/Biometric/ both data of Aadhaar holder. • These packets are created by both Offline (EMCP, CELC) and Online (myAadhaar website) mode.
3	Document Update packets	• Packets created with the objective of Updation of documents of the Aadhaar holder. • These packets are created by both Offline (EMCP, CELC) and Online (myAadhaar website) mode.
4	Legacy Packets	• These are the old packets which have successfully generated/updated the Aadhaar. • Sample of such packets shall under Quality check process along with their documents submitted by the Resident.

2. Enrolment & Update packets may have to undergo Biometric Exception Check and Demographic Duplicate Check process.
3. Each enrolment request for Quality Check consists of a set of Demographics(Name, Address, DoB, gender, Photo) and one or more of the proof Documents (Proof of Identity, Proof of Address, Proof of Relationship, Date of Birth) given by Residents at time of enrolment depending on the type of enrolment.
4. Each update request for Quality Check may consists of one or more of Demographics(Name, Address, DoB, gender, Photo), one or more of the proof Documents(Proof of Identity, Proof of Address, Proof of Relationship, Date of Birth) given by Residents at time of update to be checked against the Aadhaar data of the Resident.
5. Each Biometric Exception check packet consists of a set of Resident photo and exception photo to be verified.
6. Each Demographic Duplicate check packet consists of a set of demographic (Name Address, gender, DoB, Photo of Resident) and a set of potential duplicates for verification.
7. Quality Check of Enrolment and update may consist of a maximum 3 levels and that for BE cases and demographic Duplicate check cases may consist of a maximum of 4 levels.
8. A detailed over view of the QC process is provided in Section V Annexure XV.
9. The QC application where the processing of packets has to be performed is live and for understanding of the QC process, a demonstration of QC on the current QC application shall be provided during the pre-Bid meeting. Bidders are expected to understand QC process and estimate the time taken accordingly.
10. The QC agency shall undertake the QC request as per the guidelines, SoPs, and its addendums as issued by UIDAI from time to time.
11. UIDAI shall have right to continue to revise the guidelines and QC related processes including error codes/list during the currency of the contract, without any financial effect.

4.1.5 QC Audit process

1. **10% of accepted and rejected packets which are disposed by QC will be taken up for QA.**
2. Quality Audit of enrolment and update may consist of a maximum 4 Stages depending on the final decisions of QC operator and Audit operator.
3. Audit operators check whether the packets disposed by ADQCSA are as per the QC guidelines of UIDAI.
4. A detailed over view of the QC & Audit process is provided in Annexure XV

4.1.6 Online Document Verification

1. To strength the Quality Check and Quality Audit process, it is required to verify the Resident submitted documents thorough API with various document issuing authorities.
2. The current QC process does not check the authenticity of the document with the document issuing authority. Hence, to improve the creditability of Aadhaar generation and update, it is required to perform API based verification of documents with the issuing authorities.
3. UIDAI is implementing this API based verification mechanism, where the QC operator has to input the document unique number (along with few other fields if required) to send the request to API to get the response of Resident document from the issuing authority.
4. The QC/QA operator then has to verify the Resident document along the response received from the issuing authority to verify the document and its corresponding details, and take decision on the packet accordingly.

5. The segregation of packets to be checked with online document verification and without online document verification is 50% each and **Service Provider** has required proposing the Commercial Bid Proposal for both types of packet categories.
6. The ratio of online document verification tends to increase as UIDAI will keep on boarding new document issuing agencies during the tenure of the Contract.

4.1.7 Enrolment process and envisaged volume

1. UIDAI Registrars have engaged Enrolment Agencies (EAs) for undertaking collection of demographic and biometric data for Aadhaar enrollment. Enrolment Centers are also being established in the banks and post offices now.
2. During the enrolment process the operator of the EAs enters the data of the Residents and collects the copies of the relevant document. These documents are then scanned and attached with the record against the EID number generated in the process.
3. Enrolment may be 2 types based on the documents submitted:
4. (i) Individual – The Resident enrolls as an individual by submitting Proof of Identity and Proof of Address document, the Resident may submit proof of date of birth also at the time of enrolment.
(ii) Head of Family based (HoF) – The Resident is enrolled on the basis of enrolment of Head of Family by submitting the proof of relationship of the Resident with the HoF.
5. Enrolment may be 2 types based on type of client used:
(i) Normal Packet – All enrolments done from standard ECMP client. It could be individual or HoF based enrolment.
(ii) CELC Packet – All enrolments done using the CELC client and all packets shall be HoF based enrolments.

4.1.8 Aadhaar data update and envisaged volume

1. Enrolment Agencies (EAs)/centers also accept update request from the Residents to update the demographic and biometric data. Additionally, Residents can update their Aadhaar data through online mode. The number of requests for update is expected to increase as the number of Residents enrolled in Aadhaar database increases. As more and more services will start using Aadhaar platform in the future and, therefore, the Resident's need to update their information in Aadhaar database will also rise.
2. Table for language wise trend for enrolment and update packets is provided at the Annexure XIII of this RFP.

4.1.9 Estimated total Volume and Scope of Work

1. The estimated volume cumulatively proposed to be outsourced to Aadhaar Data Quality Check and Aadhaar Data Quality Audit Service Agencies for enrolment and update for a period of 3 years is envisaged to be approximately 74.95 Crore. However, UIDAI provides no assurance of the volume or the equal spread of the volume over the period. Bidders must make their own business assumptions for the same, based on data shared in this RFP and available on UIDAI website. UIDAI expects fluctuations in the monthly volumes for both enrolments and updates. In addition UIDAI may increase or decrease allocations at its sole discretion.
2. An indicative trend of the packet distribution trend based on the data available is as below:

Update	CELC	Biometric Exception	Demographic Duplicate(DDC)	Enrolment
67.23%	2.71%	0.06%	5.57%	24.43%
Note: This percentage of packet distribution is derived on the basis of Offline Data Received.				

3. UIDAI shall publish language wise **daily target** for each Service Provider during the first week of every quarter(Qn) ("Daily Target"), which will be applicable for the next quarter(Qn+1). This Daily Target shall be; the average daily packets allocated in the previous Quarter$\{(Qn-1)/90\}$ (last 3 months) or the average daily packets allocated in the previous 2 (two) Quarters$[\{(Qn-2) + (Qn-1)\}/180]$ (last 6 months), whichever is higher; or as decided by UIDAI at its sole discretion (which may be more/less than the average as spelt in first five line of this Clause). Each Service Provider is expected to meet or exceed the Language wise Daily Target every day and should build language-wise capacity of manpower required to dispose as many packets as per Daily Target applicable for the Quarter. Immediately on signing the contract, UIDAI will publish the Daily Target (Language Wise) to be applicable to Service Provider in 1st Quarter of the operations.

4. UIDAI QC applications shall equally divide the total packets (enrolment & update) available for QC, between all the QC Agencies. Service provider shall have to complete all packets in 24 Hrs as per the SLA.

5. Service provider shall have to complete all packets in 24 Hrs as per the SLA.

6. It is expected that there will be fluctuations both in the enrolment and update volumes owing to events and future policy decisions. Service Provider will need to cater for such fluctuations.

7. TAT SLA shall be applicable from the 2nd Month of operations. All other SLAs shall be applicable from 1st day of commencement of QC operations.

4.1.10 Hire & Train Manpower for QC and Audit

4.1.10.1 Hiring Manpower

1. The Service Provider shall hire manpower to undertake operations as per the guidelines prescribed by UIDAI.
2. This would include but not limited to
   a) **QC Operator(Level 1 and Level 2) ("QC Operator")**: Operators shall be employed by Service Provider to execute the QC/QA at the centre and should satisfy the following criteria:

      i. The person should be of age 20 years or above.
      ii. Minimum educational qualification - Graduation.
      iii. The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.
      iv. The person must undergo QC/QA training and shall undertake test given by UIDAI.

   b) **QC/Audit Reviewer ("Reviewer")**: Should be able to make independent decision on the packet. He would also head the team under him and should satisfy the following criteria:

      i. The person should be of age 25 years or above.
      ii. Minimum educational qualification - Graduation.
      iii. Minimum 05 years of experience.
      iv. The person should have a basic understanding of operating a computer and should be comfortable with local language transliteration.

v. The person must undergo QC training and shall undertake test given by UIDAI.

c) **QC/QA Trainer ("Trainer")**: Each Service Provider shall deploy one trainer per language or multiple languages for training of QC/QA resources at each centre. Count of trainers at each centre shall be minimum 5% of the total count of QC/QA operators deployed at each centre. In addition to training, these resources can undertake QC/QA operations during their spare time. The trainers will be responsible for training the QC/QA resources and clarifying the doubts of the QC/QA operators. These trainers shall undergo training at UIDAI. The qualification of the trainers shall be as under:

i. The person should be of age 25 years or above.
ii. Minimum educational qualification - Graduation.
iii. Minimum 05 years of relevant experience.
iv. The person should be able to conduct training sessions and prepare training PPTs.

d) **Lead Operation**: Each Service Provider shall deploy 2 (two) resources 1 (one) each at UIDAI HQ Delhi and 1 (one) at Tech Centre Bangalore for coordination of QC operations. The person will be responsible for coordination of QC operations with UIDAI.

i. The person should be of age 27 years or above.
ii. Minimum educational qualification – Graduation (Masters preferred)
iii. Minimum 08 years of relevant experience.
iv. Interview shall be conducted by UIDAI for this role and only candidates approved by UIDAI shall be deployed at UIDAI.

4.1.10.2 Pre requisites for all resources before deployment

1. Before starting work as an QC/QA Operator, Reviewer, Trainer, Service Provider must ensure that:

   a. The resource should have been enrolled for Aadhaar and his/her Aadhaar number should have been available with them.
   b. The resource should have undergone minimum 02 days training and 04 days supervised work on the process of QC/QA. Organizing this training will be the responsibility of the Service Provider.
   c. The resource has undertaken the test prescribed by UIDAI and has passed the test. Test will be conducted on UIDAI portals or any other portal specified by UIDAI. All other expenses related to Training and Certification fee shall be borne by the Service Provider.
   d. Only person who has successfully passed the test from UIDAI shall be allowed to do the QC/QA process.
   e. The resource should have been activated/ login ID should be created, in accordance with UIDAI guidelines, prior to commencing.
   f. The Service Provider will be required to have a unique Resource ID for each, to activate them.
   g. Service Provider shall conduct background verification for all resources to be deployed in the project along with police verification and submit within one week of demand by UIDAI. The agency shall share the details and related documents whenever asked by UIDAI.

4.1.10.3 Training of Manpower

1. The Service Provider shall identify resources to employ for the operations and get them trained.
2. The Service Provider shall employ QC/QA Trainers. QC/QA Trainers shall undergo master trainers training at UIDAI or its Training Partner locations as per its schedule. These QC/QA trainers shall be responsible for training of QC/QA Operators of Service Provider and clarifying   any doubts and queries of QC Operators.
3. Service Providers will develop and deploy robust system for regular updation of its operators on new QC guidelines and other instructions from UIDAI. The process shall be monitored by UIDAI.
4. The Service Provider conducting in house training shall translate the training material into local language and hand it over to the course participants.
5. Course material in softcopy for the training shall be provided by UIDAI.

4.1.10.4 Conduct QC/QA Operations as per Standard Processes

1. The Service Provider would use the software provided by the UIDAI for QC/QA of demographic data/audit of QC. The software will be supported by a User Manual.
2. UIDAI has defined clear-cut standard processes for Aadhaar QC operation as well as QC Audit which will be shared with the Service Provider once on board.
3. Privacy & Security: Service Provider will be responsible to make sure that the data is checked in a very secure and confidential manner and under no circumstances, shall they either use the data themselves or part with the data to any other agency other than the UIDAI and shall be subject to audit by UIDAI or their representative from time to time. Service Provider shall follow IT security policy of UIDAI, Aadhaar Act 2016 and other prevalent laws of the country and their amendment during the entire contract period. Service Provider shall ensure that the Information security guidelines as issued by UIDAI and any amendments thereof are complied with always. Refer Annexure XI for the current version of the same. The Service Provider shall also adhere to privacy and data security aspects under Aadhaar Act and relevant regulations there under.

4.1.10.5 Stakeholders of the QC and Audit Process

1. The following are the key stakeholder for the process.

Project Stakeholder	Role of the Stakeholder
Resident	Resident performs any of the following a. Uses the services of the Enrolment Center to create the request for enrolment or update of Aadhaar Data.
ADQCSA	a. Undertake QC and verify the data as per the procedure and criterion established by UIDAI from time to time with due diligence b. Track the timely disposal of requests c. Undertake dispute resolution by Reviewer in case of difference between disposition by 2 (two) operators d. Provide timely inputs to UIDAI on any special observations during processing
UIDAI-HQ	a. Provide necessary process and guidelines for request verification b. Monitor entire process of QC operations
ADQASA	a. All the rejected packets in QC and 10% of accepted packets which are disposed by QC will be taken up for QA

	b. This load can be increased or decreased as per UIDAI decisions based on the languages or other cases.
Managed Service provider (MSP) /SDA (Software Development Agency)/MSAP (Managed Service Application provider)	a. Provide the application and technical support to the ADQCSA b. Undertake any technology changes as desired by the UIDAI-HQ c. Provide training to the ADQCSA personnel for any changes in the QC application d. Generate/verify the MIS for the SLA management

4.1.10.6 Responsibilities of the stakeholders

1. **Responsibilities of UIDAI**

   As owner of the Project, the role of UIDAI in the successful implementation and smooth running of the QC operations includes discharging the following responsibilities:

   a. Undertake stakeholder management and provide consistent policy
   b. Ensure that all the participating stakeholders continue to discharge their responsibilities;
   c. Ensure that the required process guidelines and required updates to the guidelines are issued for all stakeholders from time to time for clear understanding of the expectations
   d. Monitor the adherence to the SLA, Confidentiality and code of conduct for the various activities of the various stakeholders.
   e. Issuance of required Government Order*s*, wherever necessary, on policy issues.
   f. Provisioning for the training of the ADQCSA master trainers in the processes for the QC
   g. Conduct the IEC for various changes which affect the Residents with regards to QC.

2. **Responsibilities of the Selected Agencies**

   a. Establish exclusive QC/QA centers as per the specifications issued by UIDAI and deploy adequate manpower as required to carry out the operations.
   b. Deployment of the required hardware/software for setting up of the QC/QA processing centers for the enrolment and update requests.
   c. Set up the required infrastructure at the location of the QC/QA processing center(s). Keeping in mind the multi-language skill required for the processing, the Service Provider may propose to set-up the center at multiple locations (Maximum of 05 centers across the country).
   d. Establish the secure MPLS (P2P) connectivity of adequate bandwidth between the QC processing centers and the UIDAI systems as per the UIDAI's security protocols.
   e. The connectivity to be provided by the agency for this project shall be dedicated for this project ONLY and shall not be shared with any other projects of UIDAI.
   f. Maintaining standards-based documentation and records for all the aspects of the processes for UIDAI to audit and inspect
   g. Ensure that the performance is in conformity with the SLA.
   h. Ensure that the Information security guidelines as issued by UIDAI and any amendments thereof are complied with always. The Service Provider shall also adhere to privacy and

data security aspects under Aadhaar Act and relevant regulations there under.

i. Allow the audit of the processes/systems by UIDAI or its nominated agencies for adherence to the SLA/Information security requirements

3. Responsibilities of MSP /MSAP

a. Assist the Service Provider during the initial phase of setup of operations.
b. Provide the technical support to the Service Provider for aspects related to the QC application Software.
c. Provision for training of the Service Provider along with UIDAI for any changes in the QC/QA application or process, which require technology changes.
d. Ensure the operation/technical manual related to QC application are updated and provided to the Service Provider.

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4.1.10.7 **Service Provider –centers**

1. Each Service Provider shall establish centers at maximum of 05 locations.
2. Before commencement of operations all proposed centers shall be jointly inspected by UIDAI and the agency officials. Service Provider shall submit an operational readiness request before such inspection. The joint team shall inspect the premises for adequacy of the Infrastructure, security and other administrative aspects and provide a certificate for commencement of QC operations.
3. Each centre must adhere to following(To be ensured/provided by Service Provider):-
   a. It should be an enclosed secure area exclusively used for Aadhaar QC purpose.
   b. Shall have work station (size of work desk) for each resource with minimum (20"-23") x (40"-43") [(51cm – 59 Cm) x (102 Cm x 109 Cm)] or more dimensions for available for work desk.
   c. Shall have Biometric Access for Entry.
   d. Compliant to UIDAI ecosystem partners security guidelines.
   e. Only approved users and approved support staffs (IT, Maintenance, Admin and House Keeping) with ID and access permission shall enter in the Operation Premises.
   f. Internal Video monitoring system (CCTV), with facility for storage of feed for 6 (six) months. Live CCTV feed to be made available to UIDAI over internet/ MPLS connectivity (P2P) for monitoring.
   g. **IT Infrastructure:**
      1. The work location should follow all the security guidelines and policy as per UIDAI norms.
      2. Computers shall have scheduled lock timings for computer screens
      3. All users have centrally managed antivirus software for updates of virus definitions.
      4. UIDAI prescribed policy based availability of access to internet.
      5. All users must have domain User Ids and should not have admin rights to the desktop.
      6. Use of all source of external mass storage device should be disabled in the desktop.
      7. Internet access should be restricted to Operational Requirements only.
   h. **Non IT Infra**
      1. Service Provider shall provide workstation for the resources (chairs and work desk)
      2. Service Provider shall ensure proper lighting, notice board, drinking water, crèche, welfare rooms and washroom facility for the resources.

4. **Security of Premises:**
    1. Service Provider shall provide physical security through guards.
    2. Shall deploy CCTV cameras with recording with facility to live stream the videos to UIDAI over internet.
    3. Information Security training to be conducted for all resources in every six months
    4. Non Disclosure Agreement should be signed by all the resources
    5. ID cards for staff security and their access rights shall be defined
    6. Mobile phones, PDAs, USB thumb drives, cameras, edibles etc. strictly restricted in operational area.
    7. Public areas do not have computers to access internal network
    8. Service Provider will have to submit a certificate that they are compliant to the UIDAI confidentiality and Information security guidelines and regulations as laid down by UIDAI or MeitY.

Service Provider may refer to Annexure XI for complete checklist and Information Security Guidelines.

4.2   PART-II - SERVICE LEVEL AGREEMENT

Service Level Agreement (hereinafter referred to as "SLA") is to clearly define the levels of Services which shall be provided by the Service Providers to UIDAI for the duration of this Contract. The performance of the Service Provider shall be measured in terms of the Service Level Agreement (SLAs) defined hereunder. TAT SLA shall be applicable from the 2nd month of 1st Quarter after commencement of QC operations by Service Provider. All other SLAs shall be applicable from the 1st day of commencement of operations.

4.2.1 Turn Around Time (TAT) SLA

1. UIDAI shall publish language wise **Daily Target** for each Service Provider during the first week of every Quarter (Qn), which will be applicable for the next Quarter (Qn+1). This Daily Target shall be; the average daily packets allocated in the previous Quarter $\{(Qn-1)/90\}$ (last 3 months) or the average daily packets allocated in the previous two Quarters $[\{(Qn-2) + (Qn-1)\}/180]$ (last 6 months), whichever is higher; or as decided by UIDAI at its sole discretion (which may be more/less than the average as spelt in first five line of this Clause). Each agency is expected to meet or exceed the Language wise Daily Target every day and should build minimum language-wise capacity of manpower required to dispose as many packets as per Daily Target applicable for the Quarter.
2. The Packet Clearance Time (PCT) for all the allocated packets for the first year of on –boarding would be 48 Hrs and would reduce to 24 hours from second year onward. UIDAI reserves the right to continue with the base PCT of 48 Hrs or reduce to 24 Hours from second year at its own discretion.
3. Packet Clearance Time (PCT) of 24 hrs or 48 Hrs or 72 Hrs and so on.. (Multiple of 24 Hrs) shall be assigned to each packet at the time of allocation of the packet to the Service Provider, depending upon the quantum of allocation of packets (language wise) as against the daily target. The PCT will be 24 Hrs for allocation upto daily target and shall be 48 hours for additional allocation of more than daily target but less than or equal to twice the Daily Target. Similarly PCT will be 72 hours for additional allocation more than twice the Daily Target and upto and including 3 (three) times the Daily Target. This way 96 Hours, 120 hours and so on are allocated to additional allocations.
   a. For Example, on Day 1, 240 packets are allocated and on Day 2, 110 packets are allocated with a daily target of 100 packets.
      (i) For 240 packet allocated on Day 1, first 100 packets will have a PCT of 24 Hrs , 2nd 100 packets will have a PCT of 48 Hrs and remaining 40 packets will have a PCT of 72 Hrs.
      (ii) For 110 packets allocated on Day2, first 60 packets shall have a PCT of 48 Hrs, since already 40 packets of Day 1 have been allocated with PCT as 48 Hrs. The remaining 50 packets of Day 2 will have a PCT of 72 Hrs.
   b. Additional example having daily allocation for 15 days is as below(the example is indicative only):

S No	Daily Target	100 packets							
	Day	Daily Packet Allocation on each day	**DAILY PACKET ALLOCATON (PCT)**						
			Packets with PCT as 24 Hrs	Packets with PCT as 48 Hrs	Packets with PCT as 72 Hrs	Packets with PCT as 96 Hrs	Packets with PCT as 120 hrs	Packets with PCT as 144 Hrs	Packets with PCT as 168 Hrs
1	Day 1	240	100	100	40				
2	Day 2	110	0	60	50				
3	Day 3	40	0	40					
4	Day 4	200	10	100	90				
5	Day 5	134	0	10	100	24			
6	Day 6	178	0	0	76	100	2		
7	Day 7	90	0	0	0	90			
8	Day 8	76	0	0	8	68			
9	Day 9	234	0	0	32	100	100	2	
10	Day 10	123	0	0	0	0	98	25	
11	Day 11	156	0	0	0	0	75	81	
12	Day 12	126	0	0	0	0	19	100	7
13	Day 13	100	0	0	0	0	0	93	7
14	Day 14	97	0	0	0	0	0	93	4
15	Day 15	34	0	0	0	0	0	34	

4. Each Service Provider is expected to clear the packet within the Packet Clearance Time (PCT) assigned for each packet. No recovery is applicable if the packet is cleared within the allocated PCT by the Service Provider.

5. Turnaround Time (TAT) is calculated as the time from the packet is allocated to the Service Provider to the time the packet is cleared by the Service Provider. All packets where Turnaround Time is less than or equal to the Packet Clearance time, shall not attract any SLA recovery. If the Turnaround Time for a packet exceeds the Packet Clearance Time, then TAT recovery is applicable as per table below. In the example given in Clause 4.2.1.2 above for day 1 for allocation of 240 packets, if the TAT of packets is within the allocated PCT of 24 hrs(for first 100 packets) , 48 Hrs (for 101- 200 packets) and 72 Hrs (201 – 240 packets) no TAT SLA is due. However, if the TAT exceeds Packet Clearance time for any of the packets, then TAT SLA shall be applicable.

6. ADQCSA TAT SLA will be applicable as per table below:

TAT SLA	Description	TAT Recovery Applicable
TAT 0	Turn Around Time of packets are within the allocated Packet Clearance time	No recovery. 100% of Rate per packet will be paid to the Service Provider by UIDAI.
TAT 1	TAT of packet exceeds the allocated Packet Clearance time(PCT) by upto and including	Recovery of 25% of the Rate per packet. Implying 75% of Rate per

	24 Hrs [0 – 24 Hrs)	packet will be paid to the Service Provider by UIDAI.
TAT 2	TAT of packet exceeds the allocated Packet Clearance time (PCT) by 24 Hrs upto and including 48 Hrs [24 Hrs to 48 Hrs)	Recovery of 50% of the Rate per packet. Implying 50% of Rate per packet will be paid to the Service Provider by UIDAI.
TAT 3	TAT of packet exceeds the allocated Packet Clearance time (PCT) by 48 Hrs upto and including 72 Hrs [48 Hrs to 72 Hrs)	Recovery of 75% of the Rate per packet. Implying 25% of Rate per packet will be paid to the Service Provider by UIDAI.
TAT 4	Packet Clearance has lapsed and Packet is pending for more than 72 Hrs after PCT	No payment to Service Provider, however 100% of the Rate per packet shall be deducted as recovery. Packet to be taken back from Service Provider queue and transferred to the other Service Provider.
Audit TAT (Stage 2 & 3)	TAT for Audit review exceeds 24 Hrs	10% of Rate per packet for delay of every 24 Hrs or part thereof as detailed in clause 4.2.

7. ADQASA TAT SLA will be applicable as per table below:

TAT SLA	Description	TAT Recovery Applicable
Audit TAT	TAT for Audit review exceeds 24 Hrs after PCT	10% of Rate per packet for delay of every 24 Hrs or part thereof as detailed in clause 4.2

8. Example for TAT SLA calculation for ADQCSA :
   a. If the packet allocated has PCT of 48:00:00 hours and the TAT of the packet is 37:30:50, then no recovery is applicable as the packet is cleared within PCT.
   b. If the packet allocated has PCT of 24:00:00 hours and the TAT for the packet is 37:30:50, then TAT 1 recovery shall be applicable as the TAT exceeded the PCT by 13:30:50, only 75 % of Rate per packet will be given to the Service Provider by UIDAI.
   c. If the packet allocated has PCT of 24:00:00 hours and the TAT for the packet is 77:30:50, then TAT 3 recovery shall be applicable as the TAT exceeded the PCT by 53:30:50, only 25 % of Rate per packet will be given to the Service Provider by UIDAI.

9. Example for TAT SLA calculation for ADQASA:
   a. If the packet allocated has PCT of 48:00:00 hours for Stage 1 and 24:00:00 Hrs for Stage 3 and the TAT of the packet for Stage 1 is 37:30:50 and for Stage 3 is 14:25:05, then no recovery is applicable as the packet is cleared within PCT.
   b. If the packet allocated has PCT of 24:00:00 hours for Stage 1 and 24:00:00 Hrs for Stage 3 and the TAT for the packet is 37:30:50 for Stage 1 and for Stage 3 is 14:25:05, then SLA recovery shall be applicable for Stage 1 as the TAT exceeded the PCT by 13:30:50, only 90 % of rate per packet will be given to the vendor by UIDAI.
   c. If the packet allocated has PCT of 24:00:00 hours for Stage 1 and 24:00:00 Hrs for Stage 3 and the TAT for the packet for Stage 1 is 17:30:50, and for Stage 3 is 54:25:05, then SLA

recovery shall be applicable for the Stage 3 as TAT exceeded the PCT by 30:35:55 Hrs, only 80 % of rate per packet will be given to the vendor by UIDAI.

d. If the packet allocated has PCT of 24:00:00 hours for Stage 1 and 24:00:00 Hrs for Stage 3 and the TAT for the packet for Stage 1 is 27:30:50, and for Stage 3 is 54:25:05,then SLA recovery shall be applicable based on the time exceeded at the Stage 1 & 3 respectively. TAT exceeded the PCT by 3:30:55 Hrs at stage 1 and 30:35:55 stage 3, so only 70 % (10%+20% less) of rate per packet will be given to the vendor by UIDAI.

10. Packets which are not cleared by the Service Provider shall be transferred to the other Service Provider (applicable for ADQCSA) as new allocation if the packet is pending to be checked after 72 hours after the allocated Packet Clearance time has elapsed and recovery as per Table (Clause 4.2.1.5) above shall be applicable to the Service Provider from whom the packet has been transferred.

11. Turn Around time recovery is also applicable for packets in Quality Audit @10% of Rate per packet for delay of every 24 Hrs or part thereof as detailed in Clause 4.2.

12. In case of any system failure attributable to UIDAI, the duration of failure will be verified by UIDAI and the same shall be excluded from TAT SLA calculations.

4.2.2 Quality SLA

1. Errors in packets disposed by Service Provider shall be counted towards quality error. UIDAI shall engage a third party auditor to perform Quality Audit on the packets disposed by the Service Providers. All the rejected packets in QC and 10% of accepted packets shall be audited daily. UIDAI may increase or decrease the sample size of completed work for audit at any time during the Contract.

2. The Quality Audit shall be a 4 (four) stage process, where at stage 1 the QC auditor shall evaluate the decision taken by the QC Operator deployed by ADQCSAs. In case if the disposition of the QC Operator is found to be incorrect, the packet will be sent to for review to the ADQCSA, this will be the stage 2 of QC audit. The Service Provider may accept the error or raise a rebuttal on the decision taken by the QC Auditor within 24 Hrs of the packet being sent for review. In cases where the Service Provider raises a rebuttal, the audit shall be closed by the QC Audit Reviewer called stage 3, who will review the decision of the QC auditor along with the justification submitted by Service Provider. In case if the decision of the audit reviewer is different from QC Reviewer in that case decision will be taken at stage 4 by UIDAI/GRCP. TAT SLA is applicable to ADQCSAs for packets in review (stage 2) for Audit @ 10% for every 24 hrs after the allocated 24 Hrs.

3. Based on the third party audit QC Error % (Quality Error %)shall be calculated as QC Error% (QE)/Quality Error (QE)% = (Count of packets where decision of third party audit reviewer does not match with the disposition taken by the ADQCSA/Total count of packets Audited in the quarter)*100. Accuracy shall be [100% – QC error % (QE)].

4. Quality SLA recovery shall be applicable as per table below :

TABLE 3 – QUALITY SLA

Accuracy	Quality SLA recovery Applicable
More than 99.5%	Quality Error% * 1.0 * Total Quarterly invoiced amount
More than 99% upto and including 99.5%	Quality Error% * 1.1 * Total Quarterly invoiced amount

More than 98% upto and including 99%	Quality Error% * 1.2 * Total Quarterly invoiced amount
More than 97% upto and including 98%	Quality Error% * 1.3 * Total Quarterly invoiced amount
More than 96% upto and including 97%	Quality Error% * 1.4 * Total Quarterly invoiced amount
More than 95% upto and including 96%	Quality Error% * 1.5 * Total Quarterly invoiced amount
More than 94% upto and including 95%	Quality Error% * 1.6 * Total Quarterly invoiced amount
More than 93% upto and including 94%	Quality Error% * 1.7 * Total Quarterly invoiced amount
More than 92% upto and including 93%	Quality Error% * 1.8 * Total Quarterly invoiced amount
More than 91% upto and including 92%	Quality Error% * 1.9 * Total Quarterly invoiced amount
More than 90% upto and including 91%	Quality Error% * 2 * Total Quarterly invoiced amount
Less Than 90%	25% of no of packets invoiced * Rate per packet

Total Quarterly invoiced amount/value = Total packets checked in the Quarter * Rate per packet (without tax)

4.2.3 Grave Error SLA

1. UIDAI has defined certain errors as 'Grave Errors'.
2. Based on third party audit on sample as defined in Clause 4.2.2.1, all Grave Error cases not detected or wrongly marked during QC shall be counted towards 'Grave Errors SLA'.
3. A recovery of Rs. 2000/- for first six months and Rs. 5000/- thereafter shall be levied as recovery for each of such Grave Errors from ADQCSAs.

4.2.4 Cumulative Quarterly SLA

1. Cumulative Quarterly SLA recovery for the quarter shall include recoveries on account of TAT SLA, Quality SLA, Grave Error SLA ("Cumulative Quarterly SLA").
2. SLA recoveries shall be calculated on quarterly basis and one or more SLA recovery will be levied concurrently.
3. Cumulative Quarterly SLA shall be capped at 10% of the total quarterly invoice value (without tax). SLA recovery applicable for the quarter shall be either calculated value or capped value, whichever is lower.
4. For any 2 (two) consecutive quarters , if the Cumulative Quarterly SLA recovery has breached the maximum quarterly cap of 10%, in that case, capping will be stepped up to 15% in the third quarter.
5. For any 3 (three) consecutive quarters , if the Cumulative Quarterly SLA recovery has breached the maximum quarterly cap of 10%, in that case, capping will be stepped up to 20% in the fourth quarter.

5. SECTION-V – ANNEXURES AND APPENDICES

5.1 ANNEXURES:

Annexure	Form No	Description
Annexure 1	FORM 1	Pre Qualification Checklist
Annexure 2	FORM 2	Pre-Qualification Bid Proposal Format
Annexure 3	FORM 3	Technical Evaluation Checklist
Annexure 4	FORM 4	Past Experience in similar projects
Annexure 5	FORM 5	Technical proposal cover letter
Annexure 6	FORM 6	Commercial proposal cover letter
Annexure 7	FORM 7	Commercial quote as per Scope of Work
Annexure 8	FORM 8	Format for statement of deviation from scheduled requirements
Annexure9	FORM 9	Acceptance of Terms and conditions of the RFP
Annexure10	FORM 10	Performa for submitting written queries
Annexure11		UIDAI Information Security Guidelines for Third party (ADQCSA)
Annexure 12		List of Documents for Verifying PoI, PoA & DoB
Annexure 13		Language wise enrolment data
Annexure 14		Language wise data for Update
Annexure 15		Overview of the QC process

5.1.1 ANNEXURE I: FORM 1 - Pre-Qualification Checklist

(To be printed on Company Letterhead)

Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required	Uploaded (Y/N)	Page No. of Bid Proposal	Key details of submitted documents	Details to be filled by the bidder
2.2.1.3	Integrity Pact	Format as per Appendix XIX FORM 19			Date of submission of Integrity Pact	
2.2.1.4	Non Disclosure Agreement	Format as per Appendix XXI FORM 21			Date of submission of NDA	
2.2.1.6 (1)	EMD/ Bid Security Declaration	Bid Security Declaration ANNEXURE XXII FORM 22			Date of declaration	
		BG for EMD Appendix XVIII FORM 18			BG Date	
					BG No.	
2.2.1.6 (2)	Legal Entity/ Registration of Company	Self-declaration by authorised signatory			Name of Organization	
					Date of declaration	
		Certificate of Incorporation			Name of Company	
					Date of incorporation	
					Place of incorporation	
		Certificate of Registration			Name of Partnership Firm	
					Date of registration	
					Place of registration	
2.2.1.6 (3)	Registration with Tax Authorities	Self-certification declaration on companies letter head			Date of declaration	
2.2.1.6 (4)	Revenues from Services	Annual Financial Statements for income from Manpower supply/outsourcing/BPO services/back end			Revenue from Manpower supply/outsourcing/BPO services/back end processing/data entry/data	

Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required	Uploaded (Y/N)	Page No. of Bid Proposal	Key details of submitted documents	Details to be filled by the bidder
		processing/data entry/data verification/ITES			verification/ITES FY '19-20'	
					Revenue from Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES FY' '20-21'	
					Revenue from Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES FY' '21-22'	
		Turnover Certificate from Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES			Issuer of certificate	
					Date of issue of certificate	
					Revenue from Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES FY '19-20'	
					Revenue from Manpower supply/outsourcing/BPO services/back end processing/data entry/data	

Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required		Uploaded (Y/N)	Page No. of Bid Proposal	Key details of submitted documents	Details to be filled by the bidder
						verification/ITES FY '20-21'	
						Revenue from Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES FY '21-22'	
2.2.1.6 (5)	Manpower	Certificate by HR head of the Bidder for minimum 1000 employees on it pay roll as on last date of previous month of Bid Submission End Date Bid Proposal duly counter signed by company authorized signatory				Date of declaration	
2.2.1.6 (6)	Bidder Experience in India	Project 1	PO/WO			Project Name	
						PO/WO No.	
						PO/WO Date	
						PO/WO Value	
			Client certificate			Client Name	
						Current status of project	
						Date of certificate	
			Authorized Signatory certificate			Total value of PO/WO	
						Scope of PO/WO	
						Project commencement date	
						Project	

Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required		Uploaded (Y/N)	Page No. of Bid Proposal	Key details of submitted documents	Details to be filled by the bidder
						completion date	
						Current status of project	
						Overall cost of Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES	
			NDA copy			NDA Date	
		Project 2	PO/WO			Project Name	
						PO/WO No.	
						PO/WO Date	
						PO/WO Value	
			Client certificate			Client Name	
						Current status of project	
						Date of certificate	
			Authorized Signatory certificate			Total value of PO/WO	
						Scope of PO/WO	
						Project commencement date	
						Project completion date	
						Current status of project	
						Overall cost of Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES	
			NDA			NDA Date	

Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required		Uploaded (Y/N)	Page No. of Bid Proposal	Key details of submitted documents	Details to be filled by the bidder
			copy				
		Project 3	PO/WO			Project Name	
						PO/WO No.	
						PO/WO Date	
						PO/WO Value	
			Client certificate			Client Name	
						Current status of project	
						Date of certificate	
			Authorized Signatory certificate			Total value of PO/WO	
						Scope of PO/WO	
						Project commencement date	
						Project completion date	
						Current status of project	
						Overall cost of Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES	
			NDA copy			NDA Date	
2.2.1.6 (7)	Blacklisting	Self-declaration				Date of declaration	
2.2.1.8 (8)	ISO certification 9001-2015 or latest	Copy of valid certificate				Date of Certificate	
	ISO/IEC certification 27001 or latest	Copy of valid certificate				Date of Certificate	
2.2.1.9 (9)	Facility	Self-declaration				Date of declaration	

Ref. RFP Clause	Eligibility Criteria	Documentary Proof Required	Uploaded (Y/N)	Page No. of Bid Proposal	Key details of submitted documents	Details to be filled by the bidder
2.2.1.10(10)	Authorized signatory declaration (in terms if Clause 2.1.17 of Section II)	A Power of Attorney or board resolution must be enclosed with the Bid Proposal certifying that the person(s) who signed the Bid Proposal is an authorized person on behalf of company.			Name of Authorized Signatory	
					Date of Authorization	

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

5.1.2 ANNEXURE II: FORM 2 - Pre-Qualification Bid Proposal format

(To be printed on Company Letterhead)

I.	General Information			
S. No.	**Particulars**	**Details to be Furnished**		
I.	**Details of the Bidder (Company)**			
	Name			
	Address	`		
	Telephone		Fax	
	E-mail		Website	
2.	**Details of Authorized person**			
	Name			
	Address			
	Telephone		Email	
3.	**Details of Authorized person**			
	Name			
	Address			
	Telephone		Email	

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

5.1.3 ANNEXURE III: FORM 3 Technical Evaluation Checklist

(To be printed on Company Letterhead)

Ref. RFE Clause	Eligibility Criteria	Documentary Proof Required	Uploaded (Y/N)	Page No. of Bid Proposal	Key details of submitted documents	
2.3.1 (1.1)	Revenues from Services	Average annual turnover from Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES as per audited financial statements			Revenue from Manpower supply/outsourcing/ BPO services/back end processing/data entry/data verification/ITES FY '19 – 20'	
					Revenue from Manpower supply/outsourcing/ BPO services/back end processing/data entry/data verification/ITES FY '20 – 21'	
					Revenue from Manpower supply/outsourcing/ BPO services/back end processing/data entry/data verification/ITES FY '21 – 22'	
		Average Annual Turnover Certificate from Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES (By statutory Auditor/ Company Secretary / Chartered Accountant)			Issuer of certificate	
					Date of issue of certificate	
					Revenue from Manpower supply/outsourcing/ BPO services/back end processing/data entry/data verification/ITES FY '19-20'	
					Revenue from Manpower supply/outsourcing/ BPO services/back end processing/data entry/data verification/ITES	

Ref. RFE Clause	Eligibility Criteria	Documentary Proof Required		Uploaded (Y/N)	Page No. of Bid Proposal	Key details of submitted documents	
						FY '20 – 21'	
						Revenue from Manpower supply/outsourcing/ BPO services/back end processing/data entry/data verification/ITES FY '21 – 22'	
2.3.1 (1.2)	Experience of execution/completion of similar projects in Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES in last 7 years ending on last date of previous month of Bid Submission End Date Bid[In case of more than 5 projects, row may be added to include details]	Project 1	PO/WO			Project Name	
						PO/WO No.	
						PO/WO Date	
						PO/WO Value	
			Client certificate			Client Name	
						Current status of project	
						Date of certificate	
			Authorized Signatory certificate			Total value of PO/WO	
						Scope of PO/WO	
						Project commencement date	
						Project completion date	
						Current status of project	
						Overall cost of Manpower supply/outsourcing/ BPO services/back end processing/data entry/data verification/ITES	
			NDA copy			NDA Date	
		Project 2	PO/WO			Project Name	
						PO/WO No.	
						PO/WO Date	
						PO/WO Value	
			Client certificate			Client Name	
						Current status of project	
						Date of certificate	

Ref. RFE Clause	Eligibility Criteria	Documentary Proof Required		Uploaded (Y/N)	Page No. of Bid Proposal	Key details of submitted documents	
			Authorized Signatory certificate			Total value of PO/WO	
						Scope of PO/WO	
						Project commencement date	
						Project completion date	
						Current status of project	
						Overall cost of Manpower supply/outsourcing/ BPO services/back end processing/data entry/data verification/ITES	
			NDA copy			NDA Date	
		Project 3	PO/WO			Project Name	
						PO/WO No.	
						PO/WO Date	
						PO/WO Value	
			Client certificate			Client Name	
						Current status of project	
						Date of certificate	
			Authorized Signatory certificate			Total value of PO/WO	
						Scope of PO/WO	
						Project commencement date	
						Project completion date	
						Current status of project	
						Overall cost of Manpower supply/outsourcing/ BPO services/back end processing/data entry/data verification/ITES	

Ref. RFE Clause	Eligibility Criteria	Documentary Proof Required		Uploaded (Y/N)	Page No. of Bid Proposal	Key details of submitted documents	
			NDA copy			NDA Date	
		Project 4	PO/WO			Project Name	
						PO/WO No.	
						PO/WO Date	
						PO/WO Value	
			Client certificate			Client Name	
						Current status of project	
						Date of certificate	
			Authorized Signatory certificate			Total value of PO/WO	
						Scope of PO/WO	
						Project commencement date	
						Project completion date	
						Current status of project	
						Overall cost of Manpower supply/outsourcing/ BPO services/back end processing/data entry/data verification/ITES	
			NDA copy			NDA Date	
		Project 5	PO/WO			Project Name	
						PO/WO No.	
						PO/WO Date	
						PO/WO Value	
			Client certificate			Client Name	
						Current status of project	
						Date of certificate	
			Authorized Signatory certificate			Total value of PO/WO	
						Scope of PO/WO	
						Project commencement date	
						Project completion	

Ref. RFE Clause	Eligibility Criteria	Documentary Proof Required	Uploaded (Y/N)	Page No. of Bid Proposal	Key details of submitted documents	
					date	
					Current status of project	
					Overall cost of BPO services/back end processing/data entry/data verification/ITES	
		NDA copy			NDA Date	
2.3.1 (1.3)	Existing employees on the pay roll of the Bidder as on last date of previous month of Bid Submission End Date.	Self-Certification by HR head and countersigned by authorised signatory mentioning the number of employees on its pay roll as on last date of previous month of Bid Submission End Date.			Date of declaration	
2.3.1 (2.1)	Existing language capabilities of carrying out Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES services in Assamese, Bengali, English, Gujarati, Hindi, Kannada, Konkani, Malayalam, Manipuri, Marathi, Nepali, Oriya, Punjabi, Tamil, Telugu and Urdu with respect to number of resources with the Bidder (It can be at multiple locations)	Self-Certification by HR head and countersigned by authorised signatory			Language : Count of resources (i) Assamese (ii)Bengali (iii)English (iv) Gujarati (v)Hindi (vi)Kannada (vii)Konkani (viii)Malayalam (ix)Marathi (x)Oriya (xi)Punjabi (xii)Tamil (xiii)Telugu (xiv)Urdu (xv) Manipuri (xvi) Nepali	

Ref. RFE Clause	Eligibility Criteria	Documentary Proof Required	Uploaded (Y/N)	Page No. of Bid Proposal	Key details of submitted documents	
	The minimum number of existing resources for respective languages shall be as under: (i) Hindi/English – Minimum 200 Resources each (ii) Gujarati/Marathi/Malayalam/Tamil/Kannada/Telugu – Minimum 20 resources each (iii) Remaining languages – Minimum 10 resources each					
2.3.1 (2.2)	Current infrastructure with seating capacity of at least 500 persons or more	Self-Certification			Details of Location 1	
					Details of Location 2	
					Details of Location 3	
					Details of Location 4	
					Details of Location 5	
					Details of Location 6	
2.3.1(3)	Presentation by Bidders on parameters	Copy of complete presentation			Complete presentation	
2.3.1(3.3.3)	Commitment for employee retention. Bidders to give commitment of % of employees (deployed by Service Providers for Quality Check under this contract) that will have minimum of 3 months experience in company	Copy of the Declaration			A certificate, signed by HR head, duly countersigned by authorized signatory. UIDAI may ask the Bidder to prove their commitment during contract operations.	

Ref. RFE Clause	Eligibility Criteria	Documentary Proof Required	Uploaded (Y/N)	Page No. of Bid Proposal	Key details of submitted documents	
	• 95% or more – 5 • 90% or more – 3 • 85% or more – 2 Less than 85% - 0					

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

5.1.4 ANNEXURE IV: FORM 4 - Project Execution Experience

(To be printed on Company's Letterhead)

(Serial no 6 of table at Clause 2.2.1.6 of Section II (Part II) and Serial no 1.2 of table at Clause 2.3.1. of Section II (part III)). Separate forms to be used for each Project Citation.

S. No	Item	Details
General Information		
1.	Customer Name/Government Department	
2.	Name of the Contact Person and Contact details for the project	
Project Details		
3.	Name of the project	
4.	Start Date	
5.	End Date	
6.	Current Status (Gone Live and in operations/running/completed)	
7.	Contract Tenure	
8.	No. of locations	
9.	Man-month effort involved	
Brief description of scope of project: Please provide Scope of Work		
Size of the project		
11.	PO/WO Value of the project (in crore)	
12.	Total cost of the Manpower supply/outsourcing/BPO services/back end processing/data entry/data verification/ITES (India Operations)	

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

5.1.5 ANNEXURE V: FORM 5 -Technical Proposal Cover Letter

(To be printed on Company's Letterhead)

[Date]

CEO,

UIDAI,
Dear Sir,
Ref: ADQCSA/ADQASA 2022 RFP ref no F.No._____ Dated _____

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Professional services as required and outlined in this RFP for the ADQCSA/ADQASA to meet such requirements and provide such services as required are set out in the tender document.

1. We attach hereto the tender technical response as required by the tender document, which constitutes our proposal.
2. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule for providing Professional Services in under this RFP) or such adjusted plan as may subsequently be mutually agreed between us and UIDAI or its appointed representatives.
3. If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a scheduled commercial bank in India, acceptable to UIDAI, for a sum equivalent to 10% of the contract value based on the prices finalized for the due performance of the contract.
4. We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of six months from the last date of submission of the Bid Proposal and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed. This tender response, together with written acceptance thereof of the notification of award by UIDAI, shall constitute a binding contract between us and UIDAI.
5. We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the UIDAI is true, accurate, and complete to best of our information. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the UIDAI as to any material fact.
6. We agree that you are not bound to accept the lowest or any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this   Day of   **2022**

(Signature)

(In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of Bidder

Witness Signature:

Witness Name:

Witness Address:

5.1.6 ANNEXURE VI: FORM 6 Commercial Bid Proposal Cover Letter

(To be printed on Company's Letterhead)

[Date]

CEO,

UIDAI,

Dear Sir,

Ref: ADQCSA/ADQASA 2022 RFP ref no F.No._____ Dated _____

The undersigned, on behalf of [give the name of bidder], offer to provide the services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal.

We are hereby submitting our Commercial Bid Proposal.

We confirm that all the rates mentioned in our bid are in accordance with the terms as specified in this RFP. All the rates and other terms and conditions of this Bid are valid for the entire duration of the contract.

We hereby confirm that we understand that all the applicable taxes shall be including in the prices mentioned in the Commercial Bid Proposal. We are not submitting any assumptions or conditions with our financial proposal as it is all inclusive proposal. UIDAI reserves the right to reject our proposal in case of any discrepancy or conditions found with our proposal.

We declare that our Bid Price is for the entire scope of the work as specified in the detailed terms of reference document. Our bid prices are mentioned in the submitted Commercial Bid Proposal.

Our Commercial Bid Proposal shall be binding upon us subject up to expiration of the validity period of the Proposal.

 We understand you are not bound to accept any proposal you receive. We hereby declare that our Commercial Bid Proposal is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

The Commercial Bid Proposal is enclosed herewith as per the format given in Annexure VII: FORM 7 Commercial Quote.

Dated this   Day of   **2022**

(Signature)

(In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of Bidder

5.1.7 ANNEXURE VII: FORM 7 - Commercial Quote as per Scope of Work

(To be printed on Company's Letterhead)

Commercial Quote (Rs.)			
Particular **(A)**	**Unit Rate** ₹ **(B)**	**Taxes** ₹ **(C)**	**Total Cost** **(including Tax)** **₹ (D)**
1. Quality check with documents along with Online Document Verification (Rate per packet) (Scope of Work as per RFP)	*<<<Indicative format for BOQ_XXXX.xls>>>* *--------Only BOQ_XXXX.xls to be filled------*		
2. Quality check with documents without Online Document Verification (Rate per packet) (Scope of Work as per RFP)			

(Nothing to be filled up)

Dated this   Day of   **2022**

(Signature)

(In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of Bidder

5.1.8 ANNEXURE VIII: FORM 8 - **Format for Statement of Deviation(s)**

(To be printed on Company's Letterhead)

[Date]

CEO,

UIDAI,

Dear Sir,

Ref: RFP: ADQCSA/ADQASA 2022-ref. no F. No……………….. Dated ………………..

We have made no deviations to RFP.

Dated this　　　　　Day of　　　　　**2022**

(Signature)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of Bidder

5.1.9 ANNEXURE IX: FORM 9 - Acceptance of Terms and Condition of the RFP

(To be printed on Company's Letterhead)

 [Date]

CEO,

UIDAI,

Dear Sir,

Ref: RFP: ADQCSA/ADQASA 2022 -ref. no F. No……………….. Dated ………………..

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Professional services as required and outlined in this RFP for the ADQCSA/ADQASA to meet such requirements and provide such services as required are set out in the tender document.

We have read and agree for unconditional acceptance of all the terms and conditions set out in this RFP document.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this   Day of   **2022**

(Signature)

Duly authorized to sign the Tender Response for and on behalf of:

(Name and Address of Company)

Seal/Stamp of Bidder

5.1.10 ANNEXURE X: FORM 10 - Performa for submitting written Queries

(To be sent in Microsoft excel format only at the given e-mail address)

RFP for 'RFP FOR AADHAAR DATA QUALITY CHECK/QUALITY AUDIT SERVICE AGENCIES 2022'

Ref. No. xxxx dated _____

Name of Firm/Company: _____ Name of contact person: _____

Email: _____   Mobile: _____

S. No.	Page No. of RFP	Section	Clause	Existing provisions in the Clause	Query/ Suggestion /Clarification sought

5.1.11 ANNEXURE XI: UIDAI Information Security Guidelines for Third party (ADQCSA/ADQASA)

All relevant segments of the Information security guidelines shall be applicable to ADQCSA/ADQASA are as below:-

I. Human Resources

1. The Service Provider shall appoint a SPOC for all information security related activities and communications with UIDAI.
2. Service Provider shall conduct and provide information regarding background check such as education, criminal record, employment history, and police verification etc of all the resources deployed in the project including support staff and provides a self-declaration that the information provided is correct. UIDAI or agency appointed by UIDAI may validate this information during or after the employment of respective personnel.
3. Access to Aadhaar infrastructure shall not be granted before signing NDA and completion of BGV for personnel.
4. Information security and data privacy trainings shall be conducted for all Service Provider personnel for Aadhaar related services during induction and subsequently on periodic basis. The training shall include all relevant security guidelines as per the UIDAI Information Security policy for Service Provider, Aadhaar Act, 2016, Aadhaar Regulations, 2016 and all circulars/notices published from time to time.
5. Training shall be conducted half yearly and as and when changes are made in the Aadhaar ecosystem. Service Provider shall maintain records of such trainings conducted.
6. Formal on-boarding and off-boarding process shall be followed by Service Provider for all employees handling UIDAI information.
7. The user IS credentials and access rights of personal handling the Aadhaar related data shall be revoked/ deactivated within 24 hours of exit of the personnel.
8. All Service Provider employees handling UIDAI information assets shall adhere to the following information security requirements:
    a. Accept their compliance to the security responsibilities communicated by UIDAI.
    b. Sign a confidentiality (non-disclosure) agreement issued by Service Provider in addition to the contractual requirements. This could be done through a self-declaration document.
    c. Complete the functional training provided by the Service Provider prior to handling UIDAI information assets.
    d. Complete the security awareness training as a part of the Service Provider on-boarding process. Training should cover social engineering, social media, and other themes as per the current security threats.
    e. Complete all recurring information security awareness trainings provided by UIDAI.
    f. Be aware of the UIDAI disciplinary process in the event of an information security breach.

II. Asset Management

1. All assets used by the Service Provider (soft copies of identity information, business applications, operating systems, databases, network etc.) for the purpose of delivering services to the Resident information shall be identified, labelled and classified.
2. Details of the information asset shall be recorded, and an asset inventory should be maintained and updated as and when required.

3. No identity information shall be transferred/ removed/ stored by the Service Provider using unauthorized removable media.

4. All removable media used for UIDAI must be identified and listed. Service Provider personnel shall not use their personal information storage devices to perform the update process activities.

5. Assets related to UIDAI or any media containing UIDAI information shall be disposed-off in a secure manner as per disposal policy/procedure of UIDAI/ Service Provider. Information systems/media containing UIDAI information (critical and sensitive information) shall be disposed-off securely only after obtaining approvals from UIDAI authorized personnel. Equipment or media that cannot be securely erased shall be physically destroyed under supervision.

6. Before sending any equipment out for repair, the equipment shall be sanitised to ensure that it does not contain any Aadhaar related data.

7. All the assets used by the Service Provider and their sub-contractors for Aadhaar operations shall be used after their hardening has been done as per the Service Provider's hardening baseline document. Service Provider shall define their own hardening standards, unless specified by UIDAI.

8. Unused paper documents and printed papers shall be shredded.

9. Service Provider shall obtain the approval from UIDAI - Head Information Security for the use of removable media for business purposes.

10. Disposal of media/information shall be done by authorized users under supervision and a record shall be maintained. The contents of any re-usable media that are to be removed shall be erased or destroyed physically to prevent reuse.

11. Service Provider shall implement controls to prevent and detect any loss, damage, theft, or compromise of the assets.

12. Authentication devices used to capture Residents biometric should be STQC certified as specified by UIDAI.

III.   Access Control

1. Service Provider shall not give access to the information or data collected and received from UIDAI/Resident in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorize personnel and only used in the manner prescribed by the UIDAI.

2. Each agent of the Service Provider shall use his/her unique user ID and password to log-in to the desktops / workstations/ portals used to process UIDAI information.

3. Common user IDs / group user IDs shall not be used. Exceptions shall be approved and documented where there is no alternative.

4. Segregation of duties shall be maintained for access to the portal.

5. Service Provider shall inform UIDAI in case any personnel leaves/resigns/changes roles or responsibility for immediate access revocation.

6. Access rights and privileges to information processing facilities for UIDAI information shall be revoked within 24 hours separation of respective personnel. Reconciliation of the user IDs (access rights and privileges) shall be done quarterly and the report shall be maintained for audit purposes.

7. Personnel handling Aadhaar related data should not be given the access to printers in the Service Provider environment.

8. 3 (three) successive login failures or as per the access control policy/password policy of the organization shall result in user account being locked; they should not be able to login until

their account is unlocked and the password reset. The user shall have to contact the System Engineers/Administrators for getting the account unlocked. For applications there should be an automatic lock out period of 30 mins in case of 3 (three) consecutive login failures or as per the access control policy/password policy of the organization.

9. Service Provider personnel with access to UIDAI information assets shall:
   a. Have least privilege access for information access and processing.
   b. Should use passwords as per the UIDAI password policy (as shared from time to time).
   c. Keep their user Ids and corresponding passwords confidential and refrain from sharing them with others.
   d. Change their passwords whenever there is any indication of a possible compromise of the system or password.
   e. Terminate active sessions when finished or implement an equipment locking mechanism.
   f. Logout from the workstation, servers and/ or network device when the session is finished.

10. The application should have auto lock out feature i.e., after a certain time of inactivity (15 mins or as specified in the policy document), the application should log out.

11. Procedures shall be put in place for secure storage and management of administrative passwords for critical information systems.

12. Post deactivation, user IDs shall be deleted if not in use as per exit formalities.

13. The users should not be provided with local admin access rights on their system. In the case of administrative access being provided, the users shall be prohibited from modifying the local security settings. Modifying the same shall result in disciplinary action.

14. Remote desktop Services will be disabled so as to ensure misuse of applications/similar to AnyDesk, PC Anywhere, VNC Connect, Team Viewer any other remote desktop access applications.

IV. Password Policy

1. The allocation of initial passwords shall be done in a secure manner and these passwords shall be changed at first login.

2. All user passwords (including administrator passwords) shall remain confidential and shall not be shared, posted or otherwise divulged in any manner.

3. If the passwords are being stored in the database or any other form, they should be stored in an encrypted / hashed form.

4. Password shall be changed whenever there is any indication of possible system or password compromise.

5. Complex passwords shall be selected with a minimum length of 8 characters, which are:
   a. Not based on anything somebody else could easily guess or obtain using person related information, e.g. names, telephone numbers, and dates of birth etc.;
   b. Free of consecutive identical characters or all-numeric or all-alphabetical groups;
   c. Password should contain at least one numeric, one uppercase letter, one lower case letter and one special character;
   d. Passwords shall be changed at regular intervals (passwords for privileged accounts shall be changed more frequently than normal passwords);
   e. System should not allow the use of last 5 passwords;
   f. System should not allow the username and password to be the same for a user; and
   g. Users must not use the same password for various UIDAI access needs.

6. Passwords shall not be hardcoded in codes, login scripts, any executable program or files.
7. Password should not be stored or transmitted in applications in clear text or in any reversible form.
8. Passwords shall not be included in any automated log-on process, e.g. stored in a macro or function key.

V.   Physical and Environmental Security

1. Production and storage facilities shall be physically secured employing a combination of physical security measures such as CCTV cameras, locked cabinets, alarm systems etc.
2. Service Provider personnel shall be issued photo-based identification cards or some other identification /authentication mechanism such as biometric/electronic access control should be used.
3. Signs or notices legibly setting forth the designation of restricted areas and provisions of entry shall be posted at all entrances and at other points along the restricted areas as necessary.
4. The movement of incoming and outgoing items should be documented.
5. Clear desk policy UIDAI information processing facilities shall be adopted to reduce risks of unauthorized access, loss and damage to information related to UIDAI.
6. External walls of the premises shall be of solid construction and all external doors shall be suitably protected through control mechanisms like bars, locks, security guards etc.
7. Service Provider personnel shall not carry personal information processing devices such as laptops, palmtops, cameras and media devices like tapes, CDs, USB drives etc.
8. Visitor entry into Service Provider premises shall be restricted. Security validations and checks such as verifying the identity of the visitor, checking the belongings and bags, and making physical entry in registers shall be carried out.
9. All visitors carrying Information Processing Equipment (such as Laptops, Palmtops, Personal Digital Assistant) or Media (such as CDs, Tapes, DATs), shall be asked to declare such assets and the same shall be recorded in a register at the security gate.
10. Imaging devices such as mobile phones, laptops, cameras etc shall not be permitted within the facility.
11. Visitor badges/ tokens shall be issued to all visitors to the Service Provider office.
12. Entry and exit along with date and time and the purpose of visit of visitors shall be recorded in a visitor's register maintained at the entrance gates.
13. Visitors shall be escorted by authorized personnel to enter critical information processing areas and access logs shall be maintained for audit purposes.
14. Lockable cabinets or safes shall be provided in the offices, rooms, and information processing facilities.
15. Fire doors and extinguishing systems shall be deployed, labelled, monitored, and tested regularly.
16. Physical access to restricted areas or offices and facilities hosting critical equipment shall be pre-approved and recorded along with the date, time, and purpose of entry.
17. Reception areas shall be manned by a receptionist(s) and/ or security guard(s) during Service Provider office hours.
18. All Service Provider office locations processing UIDAI information shall implement controls to protect the information assets and facilities hosting information against damage from environmental threats like fire, flood, earthquake & terrorist attacks, explosion, civil unrest, and other forms of manmade/ natural threats.

19. Complete facility shall be under CCTV coverage and Service Provider will create facilities for its central monitoring including by UIDAI officials over internet.
20. All equipment shall be protected from power failures and other disruptions caused by failures in supporting infrastructure.
21. Controls shall be designed and implemented to protect power and network cables from unauthorized interception or damage.
22. All Service Provider personnel accessing UIDAI information assets shall be made aware of UIDAI information security policies and controls for protecting unattended equipment.

VI.   Operations Security

ADQCSA Operations

1. ADQCSA shall ensure that systems are placed in secured areas and access to the systems is restricted only to authorized personnel;
2. QC shall only be undertaken only when authorized personnel are physically present in the vicinity of the systems.
3. Operators shall log-in to the QC interface using their unique user id and password;
4. ADQCSA shall ensure transmission security of jobs;
5. The firmware of the all IT system shall be updated with the latest security patches as and when they become publicly available;
6. No printers shall be allowed in the location;
7. Any abnormality shall be investigated and reported to Head Information Security, UIDAI;
8. All invoices raised by the ADQCSA shall be accompanied by a certificate stating that the ADQCSA is not in possession of any data pertaining to all Residents whose records have been Quality checked.
9. Accountability and tracking procedures shall be adhered to during all phase's activities.
10. ADQCSA shall maintain an MIS of the operations and share the same with UIDAI on a periodic basis for the purpose of tracking and reconciliation.

Systems Operations security

1. Information security policy, processes, roles and responsibilities for Information security shall be maintained by Service Provider for governance of Information security.
2. Service Provider shall always implement procedures and control to safeguard and privacy and security of data.
3. Endpoint security software shall be installed on desktops / laptops used for processing of the request to protect the Resident information against various threats. At a minimum, anti-virus / malware detection software shall be installed to protect the information against corruption and loss. Safeguards should be implemented in the information systems to prevent the execution of malware.
4. The security or OS level patches must be put on to the end systems within a fixed time frame as defined in the patch management policy of the organization.
5. Logs shall be enabled at the operating system level and stored to assist in future investigations and access control monitoring. Log files should record the following:
   a. Service Provider ID
   b. Update status
   c. Creation Date
   d. Language Preferred
   e. Name of the verifier, approver-1 and approver-2 etc..

   f. Records of successful and rejected forms and other resource access attempts,

6. Approver and verifier shall not have administrator access to the underlying operating system. Admin access for business reason shall be approved and documented.
7. Access to audit trails and event logs shall be provided to authorize personnel only.
8. The user account shall be logged out after the session is finished.
9. An auto lock out mechanism for workstation, servers and/ or network device shall be implemented.
10. Service Provider shall ensure that systems are placed in secured areas and access to the systems is restricted only to authorized personnel.
11. The firmware, operating system of all IT system shall be updated with the latest security patches as and when they become publicly available. No open source freeware, adware or similar malicious/unauthorized will be installed on those systems.
12. Any abnormality shall be investigated and reported to Head Information Security, UIDAI within 24 hours.
13. All invoices raised by the Service Provider shall be accompanied by a certificate stating that the Service Provider is not in possession of any data pertaining to all Residents whose records have been Quality checked.
14. Standard Operating Procedure (SOP) shall be developed for all information systems and services related to UIDAI operations. The SOP shall include the necessary activities to be carried out for the operation and maintenance of the system or service and the actions to be taken in the event of a failure.
15. Event logs recording the critical user-activities, exceptions and security events shall be enabled and stored to assist in future investigations and access control monitoring, the logs so generated and recorded will be archived on yearly basis and no logs shall be destroyed/deleted.
16. Regular monitoring of the audit logs shall take place and results shall be recorded. Logs shall be monitored and analysed for any possible unauthorized use of information systems.
17. Audit logs shall capture details like User IDs, Date, and time of log-on and log-off, Terminal identity or location, if possible, Records of successful and rejected system access attempts, Records of successful and rejected data and other resource access attempts, time stamp of event, source IP, details of Port used etc.
18. Logs shall be protected from unauthorized access or deletion.
19. Third-party independent network, operating system, database and application assessment and configuration reviews shall be carried out annually and/or during a significant change in the Service Provider ecosystem.
20. DLP or similar solution shall be deployed to monitor data movement visibility through channels such as emails, USB, and Internet.
21. Network Access shall be enabled only after MAC Binding.

VII. Communications Security

1. Service Provider shall only have access to the services that they have been specifically authorized to use.
2. Service Provider shall not use the information, name or the logo of the UIDAI except for the purposes of providing services as specified under the contract.
3. Service Provider personnel accessing UIDAI related information, portals shall be prohibited from the following with respect to usage of internet:
  a. Browsing websites that have offensive / malicious content
  b. Accessing web-based email applications on the internet

4. Special consideration shall be given to wireless networks due to poorly defined network perimeter. Appropriate authentication, encryption and user level network access control technologies shall be implemented to secure access to the network. Such wireless connection if resorted to shall be done only after obtaining explicit sanction from UIDAI.

5. All computer clocks (especially for critical servers and network devices) shall be set to an agreed standard using a NTP server or must be managed centrally and procedure shall be made to check for and correct any significant variation.

6. Data pertaining to Resident should not be stored in the system of Service Provider personnel.

7. The network between CIDR and Service Provider shall be secure. Service Provider shall connect with CIDR through secure MPLS connectivity (P2P) leased line connectivity. Service Provider shall maintain at least 2 (two) MPLS (P2P) lease line connectivity of minimum 100 Mbps for every 100 concurrent users. In case, the numbers of concurrent users are less than 100, the 2 (two) MPLS (P2P) lease line connectivity of minimum 100 Mbps shall be maintained.

8. The terminal processing/ updating UIDAI information shall be hosted behind a firewall. The firewall rules shall restrict any incoming access requests.

9. The QC Terminal host shall reside in a physically segregated network segment through network segment through routers, firewall etc., that is isolated from rest of the network of the ADQASA with the exception of the network segments which are authorized.

10. All unwanted network services (such as FTP or Telnet) should be turned off to reduce the attack surface exposed by the devices.

11. All network accessible services shall be protected using passwords that are consistent with the UIDAI password policy (as shared from time to time).

12. Where the mobile device policy allows the use of privately owned devices (e.g., Bring Your Own Device – BYOD), the related security measures should also consider:

   a. Separation of private and business use of the devices, including using software to support such separation and protect business data on a private device.

   b. Providing access to business information only after users have signed an end user agreement acknowledging their duties (physical protection, software updating etc.), waiving ownership of business data, and allowing remote wiping of data by the organization in case of theft or loss of the device or when no longer authorized to use the device. The policy and measures need to take into account the privacy legislation.

   c. Prior approval needs to be taken from UIDAI before usage.

13. Systems used by center personnel shall be dedicated to UIDAI activities and not be used for other clients / activities of the Service Provider.

VIII.   Service Provider Centers

1. The network between CIDR and ADQCSA shall be secure. ADQCSA shall connect with CIDR through a secure MPLS (P2P) leased line connectivity only;

2. Service Provider shall connect with CIDR through secure dedicated MPLS (P2P) leased line connectivity. Service Provider shall maintain at least 2 (two) MPLS (P2P) lease line connectivity of minimum 100 Mbps for every 100 concurrent users. In case, the numbers of concurrent users are less than 100, the 2 (two) MPLS (P2P) lease line connectivity of minimum 100 Mbps shall be maintained.

3. The connectivity to be provided by the agency for this project shall be dedicated for this project ONLY and shall not be shared with any other projects of UIDAI.

4. Systems used by centre personnel shall be dedicated to UIDAI activities and not be used for other clients / activities of the contact centre;

5. Passwords of the underlying Operating System of the client host shall be consistent with UIDAI password management policy(as shared from time to time);
6. Systems accessing CIDR database shall automatically log out the operator and lock itself after a period of inactivity;
7. Users shall not use any unauthorized web-mail services or portals.

IX. Information Security Incident Management

1. Service Provider shall be responsible for reporting any security weaknesses, any incidents, possible misuse or violation of any of the stipulated guidelines to UIDAI.
2. Service Provider shall perform Root Cause Analysis (RCA) for major incidents identified in its ecosystem.
3. Service Provider shall share monthly security reports to UIDAI for tracking and review of security weakness, incidents, and violation to validate the closure status.
4. Loss / theft of partially finished / finished products shall be reported to the local law enforcement agency and UIDAI within 24 hours.

X. Compliance

1. Service Provider shall comply with the contract signed with UIDAI, Aadhaar Act 2016, Aadhaar Regulations 2016, as well as other notices and circulars published by UIDAI from time to time.
2. Service Provider shall ensure that its operations and systems are audited by an information systems auditor certified by a recognized body on an annual basis to ensure compliance with UIDAI standards and specifications and the same shall be shared with UIDAI upon request.
3. In addition to the audits to be performed by Service Provider by itself on an annual basis, UIDAI may conduct audits of the operations and systems of Service Provider, either by itself or through an auditor appointed by UIDAI on an annual basis or as needed to ensure compliance with stipulated Information Security Policy - Service Provider but not limited to this document. The audit plan shall include information security controls and technical testing controls including vulnerability assessment as well as penetration testing of Information Systems and any new technology or delivery channel introduced.
4. If any non-compliance is found as a result of the audit, the Service Provider shall:
   a. determine the causes of the non-compliance
   b. evaluate the need for actions to avoid recurrence of the same
   c. determine and implement corrective action and preventive actions
   d. review the corrective action taken
5. Service Provider shall use only licensed software on their local systems who work on Aadhaar related data. Record of all software licenses shall be kept and updated regularly.
6. Service Provider and their partners shall ensure compliance to but not limited to ISO27001:2013 standard, Information Technology Act 2000 and 2008 amendments, Aadhaar Act 2016 and its Regulations and other laws of the land, rules and regulations.

XI. Change Management
1. Service Provider shall document all changes to UIDAI information processing facilities/ infrastructure/ processes.
2. Service Provider shall implement only those changes related to Aadhaar related operations and systems which are approved by UIDAI for execution, as applicable.
3. Change log/ register shall be maintained for all changes performed.

XII.   **Data Protection**
1. Service Provider shall:
   a. report promptly to UIDAI (within 24 hours) any privacy incidents affecting the personal data of the Residents; and
   b. extend full cooperation to UIDAI, or any agency appointed or authorized by UIDAI to cooperate while inquiries, incidents, claims and complaints are being handled in case of any security and privacy breach.
2. Service Provider shall ensure that UIDAI's data is securely disposed or returned immediately upon termination of the contract or when requested by UIDAI.
3. Service Provider DOR shall establish a Data privacy policy addressing the privacy aspects of Aadhaar as defined under the Aadhaar Act, Regulations and specifications. Such policy shall also be compliant to the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011.

5.1.12 ANNEXURE XII: List of Documents for verifying PoI , PoA, PoR & DoB

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LIST OF ACCEPTABLE SUPPORTING DOCUMENTS FOR VERIFICATION

POI (Proof of Identity) Documents Containing Name and Photo

1. Passport
2. PAN Card/ e-PAN
3. Ration / PDS photo Card
4. Voter ID/ e-Voter ID
5. Driving License
6. Arms License
7. Photo Bank ATM Card
8. Photo Credit Card
9. Service photo identity card issued by Central Govt./ State Govt./ UT Govt./ PSU/ Banks
10. Pensioner Photo Card/Freedom Fighter Photo Card
11. Kissan Photo Passbook
12. CGHS/ ECHS/ ESIC/ Medi-Claim Card with Photo issued by State/ Central Govts./ PSUs/ Rashtriya Swasthya Bima Yojana (RSBY) Card
13. Disability ID Card/ handicapped medical certificate issued by the respective Central/ State/ UT Governments
14. Photo ID Card/ Certificate with photo issued by Central/ State Govt. like Bhamashah, Domicile Certificate, Resident Certificate, Jan-Aadhaar, MGNREGA/ NREGS Job card etc.
15. Marriage certificate with photograph issued by State/ Central Govt.
16. ST/ SC/ OBC certificate with photograph ST/ SC/ OBC certificate with photograph
17. Valid School Identity card/ Photo ID issued by Recognized Educational Institution (during study course time i.e. while on the rolls only)
18. School Leaving Certificate (SLC)/ School Transfer Certificate (TC)/ Extract of School Records issued by Head of School/ SSLC book/ SSC certificate/Mark Sheet issued by board/ University containing name and photograph
19. Bank Pass Book having name and Photograph Cross Stamped by bank official
20. Transgender ID card/ Certificate issued under the Transgender Persons (Protection of Right) Act, 2019
21. Valid Long Term Visa (LTV) along with Foreign Passport (valid or expired) of origin country issued to minorities communities of Afghanistan, Bangladesh and Pakistan namely Hindus, Sikhs, Buddhists, Jain, Parsis and Christians
22. Valid Visa along with Foreign Passport (valid only) issued in case of other Foreign Nationals who has stayed in India for 182 days or more in the 12 months
23. Certificate of Identity issued on UIDAI standard certificate format for enrolment/ update by:
    i. MP/ MLA/ MLC/ Municipal Councillor.
    ii. Tehsildar/ Gazetted Officer Group 'A'/Gazetted Officer Group 'B'/ EPFO Officer
    iii. Superintendent/Warden/ Matron/ Head of Institution of recognized shelter homes or orphanages
    iv. Recognized Educational Institution signed by Head of Institute
    v. Village Panchayat Head or Mukhiya or its equivalent authority (for rural areas),Village Panchayat Secretary or VRO or equivalent (for rural areas).
24. **For Full name/first name change requests:** Resident to submit the Gazette notification of new name along with any supporting PoI document of old name with photograph *(Even for 1ˢᵗ instance of the Full name/ first name change)*
25. **For Exception cases of Name Change:** Divorce Decree
26. **For Exception cases of Name Change:** Adoption certificate
27. **For Exception cases of Gender Change:** Medical Certificate from allopathic doctors, in case resident changed gender surgically

POR (Proof of Relationship) Documents Containing Name of applicant and Name of HoF (Head of Family)

1. Passport of Spouse/ Passport of Parents (in case of Minor)
2. Ration card/PDS Card
3. CGHS/ ECHS/ ESIC/ Medi-Claim Card with Photo issued by Centre/ State Govts./ PSUs
4. Pension Card
5. Birth Certificate issued by Registrar of Birth, Municipal Corporation and other notified local government bodies like Taluk, Tehsil etc.
6. Any other Central/ State government issued family entitlement document
7. Marriage Certificate issued by the government
8. Photo ID card issued by Central/ State Govt. like Bhamashah, Jan-Aadhaar, MGNREGA card, ARMY canteen card etc.
9. Discharge card/ slip issued by Government/ Private hospitals for birth of a child (only for child aged between 0-5 years)
10. Self declaration from the Head of Family (HoF) certifying the relationship with the resident residing at the same address as HoF

DOB (Date of Birth) Documents Containing Name and DOB

1. Birth Certificate
2. Passport
3. PAN Card/e-PAN
4. Service photo identity card issued by Central Govt./State Govt./UT Govt./PSU/Banks
5. Photo ID card having Date of Birth, issued by Recognized Educational Institution
6. Transgender ID card/ Certificate issued under the Transgender Persons (Protection of Right) Act, 2019

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LIST OF ACCEPTABLE SUPPORTING DOCUMENTS FOR VERIFICATION

7. Marksheet issued by any recognized Government Board or University
8. School Leaving Certificate (SLC)/ School Transfer Certificate (TC)/ Extract of School Records issued by Head of School/ SSLC book/ SSC certificate containing Name and Date of Birth
9. Central/ State Pension Payment Order
10. CGHS/ ECHS/ Medi-Claim Card issued by Centre/ State/ UTs Govts./ PSUs having with Photo & Date of Birth
11. Valid Long Term Visa (LTV) along with Foreign Passport (valid or expired) of origin country issued to minorities communities of Afghanistan, Bangladesh and Pakistan namely Hindus, Sikhs, Buddhists, Jain, Parsis and Christians
12. Certificate of Identity having Name & DoB issued on UIDAI standard certificate format for enrolment/ update by:
    i. Gazetted Officer Group 'A'/ EPFO officer
    ii. Recognized Educational Institution signed by Head of Institute
13. **Exception cases of DoB Change:** Resident to submit self-declaration as per notified format

POA (Proof of Address) Documents Containing Name and Address

1. Passport/ Passport of Spouse/ Passport of Parents (in case of Minor)
2. Bank Statement (with Bank stamp & signature of bank official)/ Passbook/ Post Office Account Statement/ Passbook
3. Ration Card
4. Voter ID/ e-Voter ID
5. Driving License
6. Arms License
7. Service photo identity card issued by PSU/ Banks/ State/ Central Governments
8. Pensioner Card/ Freedom Fighter Card
9. Kissan Passbook
10. CGHS/ ECHS/ ESIC/ Medi-Claim Card with Photo issued by State/ Central Govts./ PSUs
11. Disability ID Card/ handicapped medical certificate issued by the respective State/ UT Governments/ Administrations/ Central Govt.
12. Photo ID Card/ Certificate having address issued by Central/State Govt. like Bhamashah, Domicile Certificate, Resident Certificate, Jan-Aadhaar, MGNREGA/ NREGS Job card etc.

13. Valid School Identity card/Identity Card issued by recognized educational institutions (during study course time i.e. while on the rolls only)
14. Transgender ID card/ Certificate issued under the Transgender Persons (Protection of Right) Act, 2019
15. School Leaving Certificate (SLC)/ School Transfer Certificate (TC)/ Extract of School Records issued by Head of School/ SSLC book/ SSC certificate containing name and Address
16. Signed Letter having Photo issued by Recognized Educational Institution on letterhead or Photo ID having address issued by Recognized Educational Institution
17. Electricity Bills (not older than 3 months) including prepaid receipts
18. Water Bill (not older than 3 months)
19. Telephone Landline Bill/ Phone (Postpaid Mobile) Bill/ Broadband Bill (not older than 3 months)
20. Insurance Policy (Life & Medical only)
21. Property Tax Receipt (not older than 1 year)
22. Registered Sale/ Rent Agreement/Registered Gift Deed in Registrar office/Registered or Non Registered Lease Agreement
23. Gas Connection Bill (not older than 3 months)
24. Allotment letter of accommodation issued by Central/ State Govt. (not more than 3 years old)
25. Marriage Certificate issued by the Government containing Name and address
26. Valid Long Term Visa (LTV) along with Foreign Passport (valid or expired) of origin country issued to minorities communities of Afghanistan, Bangladesh and Pakistan namely Hindus, Sikhs, Buddhists, Jain, Parsis and Christians
27. Valid Visa (if comprises of Indian address) along with Foreign Passport (valid only) issued in case of other Foreign Nationals who has stayed in India for 182 days or more in the 12 months
28. Certificate of Address issued on UIDAI standard certificate format for enrolment/ update by:
    i. MP/ MLA/ MLC/ Municipal Councilor.
    ii. Tehsildar/ Gazetted Officer Group 'A'/ Gazetted Officer Group 'B'/EPFO Officer
    iii. Superintendent/ Warden/ Matron/ Head of Institution of recognized shelter homes or orphanages
    iv. Recognized Educational Institution signed by Head of Institute
    v. Village Panchayat Head or Mukhiya or its equivalent authority (for rural areas), Village Panchayat Secretary or VRO or equivalent (for rural areas)

Note:
- Only a Gazetted officer Group 'A', EPFO Officer & Head of Institute of a Recognized Educational Institution can issue UIDAI Standard certificate in case of DoB update.
- Exception handling process is carried out under jurisdiction of UIDAI Regional Offices and considered only after due diligence of the case by the concerned Regional Office.

- **Bring original documents for Enrolment/ Update. No photocopy required.**
- **Original documents are scanned and given back to you.**

5.1.13 ANNEXURE XIII: Language wise data for Enrolment & Update (Physical clients)

Lang	Jan-2022	Feb-2022	Mar-2022	Apr-2022	May-2022	Jun-2022	Grand Total
Assamese	543	840	1,372	1,023	437	609	4,824
Bengali	1,78,978	2,03,321	2,31,681	2,49,934	2,39,491	2,61,673	13,65,078
English	56,165	3,58,417	1,73,142	30,670	22,808	5,25,273	11,66,475
Gujarati	5,12,024	5,88,115	5,40,183	5,42,333	4,97,076	6,08,608	32,88,339
Hindi	52,89,888	57,96,523	51,26,326	44,20,325	45,50,700	52,02,569	3,03,86,331
Kannada	5,84,879	7,15,965	5,71,993	4,47,878	5,25,252	7,00,067	35,46,034
Konkani	284	405	358	292	175	166	1,680
Malayalam	29,538	30,874	25,649	21,271	27,840	34,296	1,69,468
Manipuri	51	69				37	157
Marathi	10,58,453	11,35,639	9,82,341	7,26,431	6,97,235	9,54,581	55,54,680
Nepali		2		81	121	132	336
Oriya	4,12,134	3,45,745	2,70,332	3,27,692	3,70,898	3,23,535	20,50,336
Other language (English)	16,81,060	16,09,895	19,64,127	18,10,303	17,15,884	14,50,439	1,02,31,708
Punjabi	1,65,772	1,90,957	2,30,596	2,29,007	2,26,081	2,01,640	12,44,053
Tamil	4,09,514	5,68,535	6,59,559	5,42,863	4,93,314	5,77,094	32,50,879
Telugu	6,34,076	7,00,824	7,33,475	7,95,194	8,58,021	8,42,898	45,64,488
Urdu	2,967	3,243	3,083	2,642	3,273	2,798	18,006
Grand Total	**1,10,16,326**	**1,22,49,369**	**1,15,14,217**	**1,01,47,939**	**1,02,28,606**	**1,16,86,415**	**6,68,42,872**

Note

- **Language will allocation for other packets like Document update & Legacy packets shall be approx same as above packets ratio.**

5.1.14 ANNEXURE XIV: Language wise data for Update

1. Offline Data (Physical clients)

Language	Jan,22	Feb,22	Mar,22	Apr,22	May,22	Jun,22	Grand Total
Assamese	256	517	453	357	237	309	2,129
Bengali	1,49,256	1,61,102	1,87,095	2,02,300	1,97,420	2,10,273	11,07,446
English	11,85,072	12,04,889	11,98,160	11,35,845	11,74,014	13,48,776	72,46,756
Gujarati	3,65,639	4,12,967	4,08,072	4,08,459	3,81,781	4,75,214	24,52,132
Hindi	38,15,402	38,93,202	35,80,663	32,31,948	34,52,706	39,36,674	2,19,10,595
Kannada	4,87,343	5,77,910	4,63,032	3,73,412	4,40,123	6,13,760	29,55,580
Konkani	256	341	239	230	131	132	1,329
Malayalam	24,942	25,348	21,306	17,349	21,869	26,247	1,37,061
Manipuri	34	39				30	103
Marathi	9,05,152	9,31,215	8,06,456	5,87,969	5,94,263	8,00,252	46,25,307
Nepali		1		52	79	78	210
Oriya	2,59,045	2,07,560	1,87,704	2,40,286	2,85,532	2,65,286	14,45,413
Punjabi	1,41,882	1,54,843	1,87,122	1,90,237	1,94,601	1,84,305	10,52,990
Tamil	3,11,162	4,17,115	4,79,021	4,16,999	3,73,048	4,69,178	24,66,523
Telugu	5,49,651	5,85,021	6,21,741	7,22,398	7,78,511	7,54,384	40,11,706
Urdu	2,648	2,616	2,495	2,161	2,689	2,021	14,630
Grand Total	81,97,740	85,74,686	81,43,559	75,30,002	78,97,004	90,86,919	4,94,29,910

2. Online Data

Language	Jan, 22	Feb, 22	Mar, 22	Apr, 22	May, 22	Jun, 22	Grand Total
Assamese	236	186	216	157	261	258	1,314
Bengali	97,733	97,786	109,978	76,195	90,833	104,345	576,870
Gujarati	52,053	60,302	85,910	72,246	77,788	87,811	436,110

Hindi	517,484	499,917	591,075	558,440	621,716	631,907	3,420,539
Kannada	113,469	123,152	136,680	108,611	127,254	151,093	760,259
Malayalam	4,200	4,100	5,190	3,705	4,288	5,714	27,197
Marathi	99,105	100,640	113,306	93,597	103,972	119,284	629,904
Oriya	22,226	16,250	17,316	18,221	24,246	23,513	121,772
Punjabi	8,550	8,287	11,248	10,818	12,791	11,975	63,669
Tamil	134,544	156,528	223,339	166,246	176,741	181,596	1,038,994
Telugu	58,151	61,908	78,708	66,901	86,001	96,333	448,002
Urdu	1,637	1,649	1,847	1,141	1,255	1,135	8,664
English	113,852	111,679	128,680	103,583	129,159	138,591	725,544
Grand Total	**1,223,240**	**1,242,384**	**1,503,493**	**1,279,861**	**1,456,305**	**1,553,555**	**8,258,838**

5.1.15 ANNEXURE XV: Overview of QC & QA Process

5.1.15.1 QC Process

1. Quality Check (QC)/ Quality Assurance process is the manual verification of the Resident demographic data and photo captured at the Enrolment Station. Each Aadhaar Packet consists of a set of Demographics, Biometrics and Documents given by Residents at time of enrolment/update. Each Packet goes through stringent process of automated as well as manual Quality checks, Verifications and Validations.
2. Aadhaar Data Quality Check is carried out by QC Operators on QC portals developed by UIDAI. These QC portals can be accessed from secured locations. The QC operator Logs in to the various QC portal using their User ID and Password for verifying the Resident demographic information as per QC Guidelines.
3. Resident's demographic information, photo and documents collected at the time of enrolment are checked manually by QC operator to ensure the quality. The details given below are manually checked by QC Operators to ensure the data quality in AADHAAR generation.
   a. Data Quality Check Fields- The following information is displayed to QC operators for verifying and checking the quality of demographic data and photograph captured for enrolment/update packets.
   b. Demographic Details: Full Name, Gender (Male/Female/Transgender), Age (Years/ DOB)
   c. Address: C/o () D/o () S/o () H/o ()(Mandatory for less than 5 yrs.)
   d. Address -House No./Building, Apartment., Street/Road/Lane, Landmark, Area/Locality/Sector, Village/Town/City, Post Office, District, Sub-District, Pin code.
   e. Photo of Resident: Background, Brightness, Contrast (only colored photo), Full face is captured, No scanned photo, No photo of photo, No objects in photo background.
   f. Proof Documents: Proof of Identity (POI), Proof of Address (POA), Proof of Birth (POB) and Proof of Relationship (POR).
4. QC Operators access QC portals based on their language proficiency to manually verify the enrolment and update data as entered by the Enrolment operator at the time of enrolment.
5. Quality Check may be broadly divided into 4 categories – Enrolment, Update, Demographic Duplicate Check and Biometric Exception Check.
   a. QC of Enrolment Packet: Each enrolment request for Quality check consists of a set of Demographics(Name, Address, DoB, gender, Photo) and one or more of the proof Documents(Proof of Identity, Proof of Address, Proof of Relationship, Date of Birth) given by Residents at time of enrolment depending on the type of enrolment.
   b. QC of Update Request: Each update request for Quality check may consists of one or more of Demographics(Name, Address, DoB, gender, Photo), one or more of the proof Documents(Proof of Identity, Proof of Address, Proof of Relationship, Date of Birth) given by Residents at time of update to be checked against the Aadhaar data of the Resident.
   c. Demographic De-duplication: All new enrolment packets enrolled go through the automated De-Duplication tool from where all suspected cases are pushed to manual De- Duplication on this portal. QC Operator will be able to view the Applicant Packet (New packet) against the Candidate Packet (possible matching packet/s existing in the system) where the operator validates (checking quality of applicants photo and demographic details) and matches the demographic details and photograph of the Residents to decide if the packet is Duplicate or not Duplicate, and based on status of the candidate packet/s he decides if the packets needs to be rejected or sent for further processing. Each Demographic Duplicate

check packet consists of a set of demographic (Name Address, gender, DoB, Photo of Resident) and a set of potential duplicates for verification.

d. QC Of Biometric Exceptions: Each Biometric Exception check packet consists of a set of Resident photo and exception photo to be verified. The Resident may be given full Biometric Exception, which means the Resident is unable to given Iris or Finger prints or partial Biometric Exception, which means Resident is unable to give one or more of his 12 Biometric modalities. The Biometric Exception packets undergo an additional QC where the Exception photograph is verified before going through the normal QC of demographic details. The enrolment packets where Residents have been given Biometric exceptions are considered as Biometric Exception packets. The exception maybe given to any one or all of the 12 biometric modalities, namely Iris (two) , Finger Prints (10) due to physical disability or other medical conditions. In such cases, in addition to the normal photograph an Exception photograph of the Resident is also captured, which should clearly show the disability of the Resident in giving the biometric. The exception photo should capture the below items irrespective of the type of exception:-

    i. Palms should face the camera.

    ii. Face and both the hands should be in the frame.

e. The Biometric Exception cases are first verified in a separate portal/process, where the Exception photo of the Resident taken at the time of the enrolment is checked against the exceptions granted to him/her. If the exception granted is not clearly identifiable in the exception photo, then such packets are rejected. If the exception photo is in sync with the Biometric exception given, then in such cases, the packet will further go for demographic verification through process described above.

6. Each Packet is scrutinized to ensure that no incorrect or fraudulent enrolment/update passes through the system. Quality Check of Enrolment and update may consist of a maximum 3 steps and that for BE cases and demographic Duplicate check cases may consist of a maximum of 4 steps. Enrolment and Update packets are checked in parallel by 2(two) different QC Operators. If the decision taken independently by the 2 (two) QC operators match, then the packet moves out of QC. In case if the decisions taken by the 2 (two) QC operators does not match and then the packet is disposed by a QC reviewer. The detailed process is provided below:

a. QC process involves a 3 (three) level manual check of packets for Enrolment & Update :-

    i. All QC packets shall be checked independently at Level 1 and Level 2 by QC operator and decisions on packet at Level 1 and Level 2 are independent of each other. The packet shall be allocated simultaneously to Level 1 QC portal and level 2 QC portal of the same Service Provider. In case if the disposition of the packet at Level 1 and Level 2 is same, then packet moves out of QC. In case, if the disposition is not matching, packet moves to a third level QC portal and checked by QC reviewer. The final decisions on such packets are taken by the QC reviewer at level 3. The decision of reviewer is final.

    ii. QC Operator (Level 1 & Level 2):- The QC operators verify the packet for demographic correctness and dispose the packets as either correct or incorrect. The same packet shall be checked by independent QC operators are Level 1 and Level 2.

    iii. All packets where the decision taken by Leve1 QC operator and Level 2 QC operator matches , move out of QC system irrespective of their disposition(both level 1 & 2 operators take decision as correct or incorrect on the same packet).

iv. All packets where the decision taken by Level 1 QC operator and Level 2 QC operator is different, the packet is sent to a third level QC reviewer for final decision.

v. QC Reviewer:-All packets where the decision taken by Level 1 QC operator and Level 2 QC operator does not match, the packets are reviewed again by QC Reviewer. The decision of QC Reviewer is final.

Level 1 QC Portal	Level 2 QC Portal	Level 3 QC Portal	Processing action after Level 1 and Level 2
Incorrect	Incorrect	Not Applicable	Processing on packet complete. Packet moves out of QC with disposition as "Incorrect"
Correct	Correct	Not Applicable	Processing on packet complete. Packet moves out of QC with disposition as "Correct"
Incorrect	Correct	Packets Checked at Level 3. Decision at Level 3 is final	Packets move to next level to be checked by QC Reviewer. The decision of QC reviewer shall be final
Correct	Incorrect	Packets Checked at Level 3. Decision at Level 3 is final	Packets move to next level to be checked by QC Reviewer. The decision of QC reviewer shall be final

5.1.15.2 *QC Audit Process*

1. QC Audit process involves a 4 (four) stage audit of packets with documents. Quality Audit on the packet in Audit does not change the actual disposition of packet taken by ADQCSA QC operators.

   a. 10 % of packets checked by all Operators of ADQCSAs (correct & incorrect) shall be audited daily. After the disposal of the packet by ADQCSA, the packets identified for Audit shall be pushed to the QC Audit portal where it will be checked by the Audit Operator of ADQASA.

   b. 10 % of packets checked by all operators of ADQCSA will be picked up randomly for Audit process.

   c. If the packet identified for Audit has under gone Demographic Check in DDC/DBD portal or BE Check in Biometric Exception portal, the same will also be audited during QC Audit.

2. Stage 1 Audit : (Responsibility – ADQASA)

   a. Audit packets are checked independently by 2 (two) separate Audit operators at level 1 & level2 and their disposition on the packet is compared.

   b. In case of same disposition by Level 1 & Level 2 Audit operators, the stage 1

Audit process concludes and their disposition shall be the Audit disposition which is compared with the QC operator's disposition.

c. In case if disposition by Level 1 & Level 2 Audit operators does not match, the packets moves to Level 3 Audit operator. The decision of the Level3 Audit Operator shall be the Audit disposition is compared with the QC operator's disposition.

d. If the Audit disposition is same as the disposition of QC operator, then there is no Audit Error on the packet and it moves out of Audit as 'ADQCSA No Error'.

e. If the Audit disposition is different from the disposition of QC operator, then the packet is said to be in Error and such packets are moves to Stage 2 of Audit process.

Stage 1 of QC Audit Audit Operator Disposition Level 1	Stage 1 of QC Audit Audit Operator Disposition Level 2	Stage 1 of QC Audit Audit Reviewer Disposition Level 3	Audit Disposition
Incorrect	Incorrect	Not Applicable	Incorrect
Correct	Correct	Not Applicable	Correct
Incorrect	Correct	Packets Checked at Level 3. Decision at Level 3 is final Correct	Correct
Correct	Incorrect	Packets Checked at Level 3. Decision at Level 3 is final Incorrect	Incorrect

3. Stage 2 Audit (Responsibility – ADQASA)
   a. Packet identified as having error after Stage 1 of Audit process is sent to the respective ADQCSA for their review of the Audit disposition.
   b. The ADQCSA may accept or reject the Audit decision. If the Audit decision is accepted by ADQCSA, then the packets move out of QC as 'ADQCSA Error'.
   c. An Audit packet will move to Stage 3 of Audit process in case if ADQCSA QC Reviewer rejects the Audit disposition with valid justification.
4. Stage 3 Audit (Responsibility – ADQASA)
   a. Audit packets where ADQCSA rejects the Audit decision moves to Stage 3 of Audit process.
   b. Such Packet will be checked again by ADQASA Audit reviewer to check whether the decision of Audit Operator or the ADQCSA reviewer based on justification is correct.
   c. The Audit reviewer may accept or reject the Audit disposition. If the ADQASA Audit reviewer accepts the Audit disposition, then the packet is in Error and moves for final decision by UIDAI/GRCP.
   d. If the ADQASA Audit reviewer rejects the Audit disposition, then the packet is not in Error and moves out of Audit as 'ADQASA Error'.

5. Stage 4 Audit (UIDAI / GRCP)
   a. Packets where Audit disposition is accepted by Audit reviewer is checked again by UIDAI/GRCP and UIDAI/GRCP decision on the packet shall be final.
   b. If the Audit disposition is accepted by UIDAI/GRCP, the packet moved out of Audit as "ADQCSA Error"
   c. If the Audit disposition is rejected by UIDAI/GRCP, the packet moved out of Audit as "ADQASA Error"

QC Disposition on packet	Audit Disposition (Stage 1)	QC Service Provider Review (Stage 2)	QC Audit Review (Stage 3)	Processing action after Stage 1 and Stage 2
Correct	Correct	NA	NA	Packet moves out of Audit as "ADQCSA No quality Error"
Incorrect	Incorrect	NA	NA	Packet moves out of Audit as "ADQCSA No quality Error"
Correct	Incorrect	Agree with QC Audit	NA	Packet moves out of Audit as "ADQCSA Quality Error"
Correct	Incorrect	Don't agree with Audit	Agree with ADQCSA	Packet moves out of Audit as "ADQCSA No quality Error" and for "ADQASA Quality Error"
Incorrect	Correct	Don't agree with Audit	Agree with ADQCSA	Packet moves out of Audit as "ADQCSA No quality Error" and for "ADQASA Quality Error"
Correct	Incorrect	Don't agree with Audit	Don't agree with ADQCSA	These packets are reviewed by UIDAI/GRCP(Stage 4) and the decision on the packet shall be final. If UIDAI/GRCP agrees with the Audit Disposition then Packet moves out of Audit as "ADQCSA Quality Error" and for "ADQASA No Quality Error"
				These packets are reviewed by UIDAI/GRCP

Incorrect	Correct	Don't agree with Audit	Don't agree with ADQCSA	(Stage 4)and the decision on the packet shall be final. If UIDAI/GRCP does not agree with the Audit Disposition then Packet moves out of Audit as "ADQCSA No Quality Error" and for "ADQASA Quality Error"

5.1.15.3 QC parameters / Error Codes for Enrolment/Update

Following parameters or error codes are for demographic check along with documents. List is tentative, may increase or decrease or may be renamed.

1. **Demographic Errors:** These are the mistakes done by Enrolment Operator in the field at the time of enrolment/update.
   a. **Possible Gender/Photo Mismatch:** If gender mentioned in the packet is not matching with the Resident photograph.
   b. **Possible Age/Photo Mismatch:** If age mentioned in the packet is not matching with Resident photograph.
   c. **Poor Quality photograph/Incorrect Photo:** This error is marked when Resident photo is not clear, (e.g. Blur, incomplete, dark, excess of light etc).
   d. **Possible Error in Name/Address:** When there are prefix/salutation/titles in the name like Mr., Miss, Doctor, etc. And symbols and random alphabets are used in place of name like @#!%, AAAAA, DFRTN etc. this error is marked.
   e. **Possible Error in Name:** This error is marked when the Resident details are not transliterated in local language properly.
   f. **Incomplete Address:** This error is marked when the Resident address is not complete and letter by post cannot be delivered on the given address.
   g. **Missing Document:** When Document is missing in the QC i.e. enrollment operator fails to upload the proof document
   h. **Document Name mismatch:** If there is mismatch between name of the document and actual document but document is valid-document is within approved list of UIDAI
   i. **Demographic Data Mismatch:** When demographic data of Resident is not matching with documents submitted by him/her.
   j. **Poor Quality Document:** Document image is not clear /incomplete.

2. **Process Errors:** These error are considered as grave errors where possibly enrolment operator has attempted to commit a fraud. In such situation enrolment operator is blacklisted and legal action is initiated.
   a. **Photo Of Photo:** As per AADHAAR enrolment process Resident is required at the time of enrolment hence taking a photograph of a photograph is not required in any situation. So this attempt is considered as attempt of fraud.
   b. **Un-parliamentary/Offensive Language:** When abusive or offensive words have been used in place Resident name or/and details than this case is also is considered as attempt of fraud.

    c. **Human Photo Missing:** When photograph of Objects, Animals, Deity is used in place of Resident photograph. This error is also considered under attempt of fraud.

    d. **Age (0-5 years) photo mismatch in update request:** This error code is marked when there is an attempt of enrolling an adult as child by mentioning age below 5 years to avoid taking biometrics.

    e. **Invalid Document:** When document uploaded is not one of the approved documents as mentioned in policy (refer Annexure XII for the List of documents accepted for PoI, PoA, DoB and PoR).

    f. **Fraudulent Document:** Document of other Resident, tampered document, photo do not match

3. **BE Errors:** Following parameters or error codes are for biometric exception check, where a QC Operator matches the biometric missing tags with biometric exception photo. List is tentative, may increase or decrease or may be renamed without any financial implication.

    a. No/Partial Exception Available in Exception Photo: When exception details are/are not matching with the Resident's exception photograph.

    b. Poor Quality in Exception Photo: This error is marked when Resident photo is not clear, (e.g. Blur, incomplete, dark, excess of light etc).

    c. Exception Photo not as per guidelines: When the exception photo is not captured as per the given guideline i.e. exception photo has not been taken having face and both palm open and facing the camera.

    d. Both Photo of different Person: When the Resident's AADHAAR photo and Residents exception photo is of different person. This error is also considered as grave error and possible attempt of fraud.

    e. Object in Exception Photo: When photograph of Objects, Animals, Deity is used in place of Resident photograph. This error is also considered under attempt of fraud.

    f. Photo of Photo in Exception Photo: As per AADHAAR enrolment process Resident is required at the time of enrolment hence taking a photograph of a photograph is not required in any situation. So this attempt is considered as attempt of fraud.

5.1.15.4 QC/Audit Guidelines

1. **Guidelines to check the Scanned docs in QC**

    a. The scanned documents must be from the list of approved documents. List of UIDAI approved Proof of Identity (POI), Date of Birth (DoB), Proof of Address (POA) and Proof of Relationship (PoR) documents is available on UIDAI portal (refer Annexure XII for the List of documents accepted for PoI, PoA, DoB and PoR).

    b. Check that the operator has scanned documents of original documents for verification.

    c. Only correct format of documents is used and scanned.

    d. Verify each of the demographic field and photo of Resident viz a viz proof document provided.

    e. Verify "Full Name & Photo", "Date of Birth", "Address", &"Relationship Details" against POI, DoB, POA, PoR, respectively.

    f. Check whether the each page of the scanned document is legible and photo on the document is clear.

    g. Check whether demographic information given in document has meaningful & accurate data & not tampered/altered. Should not have any junk data etc. or any 'tampered photo' or 'editing done explicitly in document' or 'data mentioned indicates some other Resident'.

2. **Guidelines for verifying demographic data in scanned document vis a vis QC packet**

    a. Verify "Name & Photo", "Date of Birth", "Address", and "Relationship Details" against POI, DoB, POA, PoR, respectively.

    b. Verify each of the demographic field vis a vis provided valid document. If any data mismatch, reject the request by selecting appropriate error.

    c. The QC Operator should ensure that the name in all the available scanned documents should match. For eg: POA document matches with the name in the POI document.

3. NAME

    a. POI requires a document containing the Resident's name and photograph. Verify that document has both. And Validate the mentioned name in QC packet against given POI. It is very important to verify that full Resident name matches given in POI. For example: in POI if K.S.K Durga is mentioned & same is mentioned in QC packet, it is correct. Also if in POI Kalluri Surya Kanaka Durga, then QC packet should also have the same full name. Else reject the request by selecting appropriate error.

    b. If any of the POI document submitted does not contain the photograph of the Resident, then it will not be accepted as a valid POI.

    c. In case of difference in the name mentioned in QC packet and the one given in document (POI/POA /POR & DOB) is limited to sequence of first, middle and last name, the name given in packet can be passed.

    d. In case of minor difference in the spelling of the name mentioned in QC packet and the one given in document (POI/POA /POR & DOB) , that packet can be passed. For Eg: Name in POI is Rajender while in captured data it is Rajendra, it is acceptable.

4. Date of Birth

    a. Date of birth of Resident should match as given in DoB (day, month and year in the relevant field). If any data mismatch, reject the request by selecting appropriate error.

5. Address

    a. Verify the given address in QC packet against given POA. If any data mismatch , reject the request by selecting appropriate error.

    b. Minor changes in Address given in QC packet and Address mentioned in POA are acceptable. The Resident is allowed to add minor fields such as House No., Lane No., Street Name, correcting typographic errors, minor changes/ corrections to pin code etc. to the address listed in the POA as long as these additions/modifications do not alter the base address mentioned in the POA document. If the changes requested are substantial and change the base address that is given in POA it is not acceptable. for eg:

    ✓ Acceptable as addition does not change the basic address: Changes allowed as landmark change does not change the basic address

    ✓ Not acceptable as there is change in basic address: Changes not allowed as house number changes the basic address

6. Relationship Details

    a. Verify the "Care of" field against the given PoR document.

    b. Verify that the PoR document establishes relation between the Head of Family and the family member similar to given in QC packet else mark 'Demographic data mismatch'. Check very carefully in case of Child (0 to 5 years).

    C. (QC/Audit error codes and Guidelines mentioned at above paras ie para 5.1.15.3 and 5.1.15.4 are liable for change during the QC/Audit operations without any financial implications to Rate per packet)

5.2 APPENDIX:

Appendix	Description
Appendix I to Appendix XV	BLANK
Appendix XVI	FORM 16 - Standard contract form
Appendix XVII	FORM 17 - Form of Performance Bank Guarantee
Appendix XVIII	FORM 18 - Bank Guarantee for EMD
Appendix XIX	FORM 19 - Pre-Bid/Pre-Contract Integrity Pact
Appendix XX	FORM 20 - Change Request Process
Appendix XXI	FORM 21 - Non Disclosure Agreement
Appendix XXII	FORM 22 - Bid Security Declaration

5.2.1 APPENDIX XVI – FORM 16 - STANDARD CONTRACT FORM

(To be stamped in accordance with Stamp Act)

This contract ("**Agreement")** is executed on this _____day of _____, 2022 between the CEO, UIDAI acting through …………………… (Name of the Director) Director of Unique Identification Authority of India (UIDAI) (hereinafter called the "**Purchaser**") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part;

AND

_____(name of the firm/company) having its office at_____ through its authorized signatory Mr./ Ms. _____ (hereinafter called the "**Service Provider**") which expression shall unless repugnant to the context thereof include his successors, heirs, permitted assigns, of the other part.

WHEREAS the Purchaser had invited Bids for certain Services, viz., "RFP FOR AADHAAR DATA QUALITY CHECK/ QUALITY AUDIT AGENCIES**"** vide their RFP number F. No._____ dated _____.

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

AND WHEREAS the Purchaser has accepted a Bid Proposal by the Service Provider for carrying out Quality Check **with documents along with online document verification at the rate per packet of** Rs._____ excluding of all related taxes and Quality Check **with documents without online document verification at the rate per packet of** Rs._____ excluding of all related taxes.

And in pursuance of having accepted the said Bid Proposal, the Parties have agreed to enter into this contract. We understand that all the conditions of this RFP, including those on allocation and re-allocation of volume of work, will be binding on the Parties.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1.   In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Contract Documents referred to.
2.   The value of the Contract is:

   ₹ ……………………….**[Rate per packet for Quality check along with online document verification (without tax) x37.475 crore   and Rate per packet for Quality check without online document verification (without tax) x37.475 crore   ] (calculated up to two decimals).**

3.   The following documents (collectively referred to as "**Contract Documents**") shall be deemed to form and be read and construed as part of this Contract and shall be applicable in precedence viz.:
   a.   RFP document and corrigendum/s released by UIDAI;
   b.   Clarifications issued by the Purchaser;
   c.   Technical and Commercial Bid Proposal submitted by the Bidder;
   d.   Notification of Award as issued by UIDAI;
   e.   Bid Proposal Acceptances of notification of empanelment by the Service Provider vide Service Provider Letter No._____ dated _____;
   f.   Performance Bank Guarantee Bond.

4.   The mutual rights and obligations of the Purchaser and the Service Provider shall be as set forth in the Contract Documents, in particular:

   a. the Service Provider shall carry out the Services in accordance with the provisions of the Contract Documents; and

   b. The Purchaser shall make payments to the Service Provider in accordance with the provisions of the Contract Documents and any other changes notified in corrigenda.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement 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 Service Provider]

[Authorized Representative]

5.2.2 APPENDIX XVII – FORM 17 - FORM OF PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

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

Ref……………….   Bank Guarantee No………………......
Date…………………………………..

To

Unique Identification Authority of India
Ministry of Electronics & Information Technology (DeitY),
UIDAI HQ, Bangla Sahib Road,
Behind Kali Mandir, Gole Market,
New Delhi – 110001

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology (MeitY), Government of India (hereinafter referred to as the '**Purchaser'** which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s……………………………. with its Registered/Head office at ……………………… (hereinafter referred to as the "Service Provider" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), a Contract by issue of Notification of award No…………….. dated ……….. and the same having been acknowledged by the Service Provider, resulting in a Contract, bearing No………….. dated…………valued at………for ……………………… (scope of Contract) and the Service Provider having agreed to provide a Contract Performance Bank Guarantee for the faithful performance of the entire Contract not exceeding Rs. ……………….. (in words & figures).

2. We………………………………(Name & Address of Bank Branch)   having its Head office at ………………………………. (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Service Provider merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Service Provider(s) of any of the terms or conditions contained in the said contract or by reason of the Service Provider(s)' failure to perform the said contract. Any such demand made on the Bank shall be conclusive and binding not withstanding any difference between the Purchaser and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.

3. The Purchaser/ UIDAI shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Service Provider. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any

covenants, contained or implied, in the Contract between the Purchaser and the Service Provider or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

4.   The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and not withstanding any security or other guarantee the Purchaser may have in relation to the Service Provider's liabilities.

5.   This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(s)/Service Provider(s).

6.   Notwithstanding anything contained hereinabove:

   a.   Our liability under this guarantee is restricted to ₹. ……………. (in words & figures).

   b.   This Bank Guarantee will be valid up to ………………….; and

   c.   We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before …………..

   In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this…………….day of…………..2022 at…………

WITNESS

………………………………   ………….………………………

   (Signature)   (Signature)

……………………………….   ………….………………………

   (Name)   (Name)

……………………………….   ………….………………………

   (Official Address)   (Designation with Bank Stamp)

5.2.3 APPENDIX XVIII - FORM 18 - BANK GUARANTEE FOR EMD

(To be Stamped in accordance with Stamp Act)
The non-judicial stamp paper should be in the name of issuing Bank

Ref……………….. Bank Guarantee No……………….....

Date……………………………………...

To

Unique Identification Authority of India
Ministry of Electronics & Information Technology (DeitY),
UIDAI HQ, Bangla Sahib Road,
Behind Kali Mandir, Gole Market,
New Delhi – 110001

Dear Sirs,

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

   In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this……………day of…………..2022……….at…………

WITNESS…..………………………   ……….…..………………………
   (Signature)   (Signature)

…….………………………   …….…..………………………
   (Name)   (Name)
…….………………………   …………………………………
   (Official Address)   (Designation with Bank Stamp)

5.2.4 APPENDIX XIX – FORM 19 - INTEGRITY PACT

(PROFORMA OF INTEGRITY PACT)

(To be provided on Non-judicial stamp paper of Rs.100/-)

This pre-contract agreement (hereinafter called the "**Integrity Pact**" or "**Pact**") is made on <<day>> of <<month, year>> at <<*mention the place of execution>>*,

Between

Unique Identification Authority of India (UIDAI) acting through <designation and department> (hereinafter referred to as "**The Principal**" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns), of the **First Part**;

AND

M/s <*agency 's legal entity* > duly incorporated under the <*mention the details of its incorporation i.e. under the Companies Act, 1956/ 2013 etc.>>* having its registered office at <*mention the details of the registered office of the Agency>*, duly represented by <<name and designation>> (hereinafter referred to as "**The Bidder**" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the **Second Part.**

Whereas:

1. The Principal intends to award, under laid down organizational procedures, contract/s for ------------------------------. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s.

2. In order to achieve these goals, the Principal intends to appoint Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

3. **NOW, THEREFORE,** to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

    (a)   Enabling the Principal to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and

    (b)   Enabling the Bidder to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Principal will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The Parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Section 1 - Commitments of the Principal

   (1)   The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

>   a)   No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

b) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988(PC Act), or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder

(1) The Bidder commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of Bid Proposals or any other actions to restrict competitiveness or to introduce cartelization in the Bidding process.

c) The Bidder will not commit any offence under the relevant IPC/PC Acts; further the Bidder will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidders(s) of foreign origin shall disclose the name and address of Agents/representatives in India if any. Similarly the Bidder(s) of Indian nationality shall furnish the name and address of foreign principals if any.

e) The Bidder will, when presenting his Bid Proposal, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

f) The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the Bidding process, Bid Proposal evaluation, contracting and implementation of the contract.

g) The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

h) The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder also undertakes to exercise due and adequate care lest any such information is divulged.

i) The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

j) If the Bidder who is involved in the Bidding process or any employee of such Bidder or any person acting on behalf of such Bidder, either directly or indirectly, is a relative of

any of the officers of the Bidder, or alternatively, if any relative of an officer of Bidder who is involved in the Bidding process has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.

k) The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.

l) For the purposes of Clauses (j) and (k), the listed words shall have the ascribed meanings as follows:

   (i) "employee of such Bidder or any person acting on behalf of such Bidder " means only those persons acting on behalf of such Bidder who are involved in the Bidding process.

   (ii) "officers/employee of the Principal", means only those persons who are involved in the Bidding process.

   (iii) "financial interest/stake in the Bidder 's firm" excludes investment in securities of listed companies.

(2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

(1) If the Bidder, before contract award or during execution has committed a transgression through a violation of Section 2 (*abovementioned)* or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(2) If the Bidder has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be dete*r*mined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(3) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Bidder liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

Section 5 - Previous transgression

(1)   The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2)   If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders

(1) The Principal will enter into agreements with identical conditions as this one with all Bidders.

(2) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders

If the Principal obtains knowledge of conduct of a Bidder or an employee or a representative or an associate of a Bidder which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor / Monitors

(1) The Principal will appoint competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders as confidential. He reports to the Chairman, UIDAI.

(3) The Bidder(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder. The Bidder will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman, UIDAI within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) If the Monitor has reported to the Chairman, UIDAI a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact it is effective from the date of execution of this Pact. It expires for the successful Bidder 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman, UIDAI.

Section 10 - Other provisions

(1) This Agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration Clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the Parties will strive to come to an agreement to their original intentions.

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Office Seal: _____

Place: _____

Date: _____

5.2.5 APPENDIX XX – FORM 20 – CHANGE REQUEST PROCESS

This applies to and describes the procedure to be followed in the event of any proposed change to the Contract Implementation Phase, QC Operations and SLA. Such change shall include, but shall not be limited to, changes in the scope of services provided by the ADQCSA and changes to the rates, terms of payment as stated in the Terms of Payment Schedule.

UIDAI and the ADQCSA recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The ADQCSA will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in this RFP, UIDAI will work with the ADQCSA to ensure that all changes are discussed and managed in a constructive manner.

1.   **CHANGE CONTROL NOTE ("CCN")**

     a.   Change requests in respect of the QC Operation and SLA will emanate from the ADQCSA or UIDAI, who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will hereto complete Part A of the CCN. CCNs will be presented to the other Party who will acknowledge receipt by signature of the CCN.

     b.   The Service Provider and UIDAI, while preparing the CCN, shall consider the change in the context whether the change is beyond the scope of Services including ancillary and concomitant services required as per Scope of Work of this RFP.

     c.   It is hereby also clarified that the changes will be calculated on the basis of additional effort /Rate per packet quoted by the ADQCSA in its Bid Proposal.

2.   **QUOTATION**

     a.   The Service Provider shall assess the CCN and complete Part B of the CCN. In completing Part B, of the CCN the ADQCSA shall provide as a minimum

          i.   a description of the change;

          ii.   a list of deliverables required for implementing the change;

          iii. a timetable for implementation;

          iv.   an estimate of any proposed change;

          v.   any relevant acceptance criteria;

          vi.   an assessment of the value of the proposed change;

          vii. Material evidence to prove that the proposed change is not already covered within the scope of this RFP and SLA.

     b.   Prior to submission of the completed CCN to UIDAI, or its nominated agencies, the Service Provider will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the ADQCSA shall consider the material effect of the proposed change in the context of the UIDAI QC operations and SLA affected by the change and the total effect that may arise from implementation of the change.

3.   **COSTS**

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the Service Provider meets the obligations as set in the CCN. In the event, after a CCN is generated and accepted by both parties,

the Service Provider is unable to meet the obligations as defined in the CCN then all LD and SLA provisions of the contract shall be applicable.

4. OBLIGATIONS

The Service Provider shall be obliged to implement any proposed changes once approval in accordance with this schedule has been given, with effect from the date agreed for implementation plan.

5. CHANGE CONTROL NOTE FORMAT

Change Control Note	CCN Number:
Part A: Initialization	
Title:	
Originator:	
Sponsor:	
Date of Initiation:	
Details of Proposed Change	
Authorized by UIDAI	Date:
Name:	
Signature:	
Received by the ADQCSA	Date:
Name:	
Signature:	
Change Control Note	CCN Number:
Part B : Evaluation	
Brief Description of Solution:	
Impact:	
Deliverables:	

Timetable:	
Charges for Implementation:	
Other Relevant Information:	
Authorized by the Service Provider	**Date:**
Name:	
Signature:	
For UIDAI	**For** Service Provider
Signature	Signature
Name	Name
Title	Title
Date	Date
Change Control Note	**CCN Number :**
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved **Rejected**	

5.2.6 APPENDIX XXI – FORM 21 - NON-DISCLOSURE AGREEMENT

(PROFORMA OF NON-DISCLOSURE AGREEMENT)

(To be provided on Non-judicial stamp paper of Rs.100/-)

WHEREAS, we the undersigned Service Provider, _____, having our principal place of business/ registered office at _____, are desirous of Bidding for Bid No_____covering "_____   _____[RFP   Name]" (hereinafter called the said 'RFP') to the Deputy Director General, Unique Identification Authority of India, having its office at UIDAI HQ, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001 , hereinafter referred to as 'Purchaser' and, WHEREAS, the Service Provider is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the Bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE,

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

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Declaration ("**Confidential Information**") shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the Bidding process and contract period and will survive the contract period in case we are selected as a successful Service Provider.

2. Confidential Information does not include information which:

   a. the Service Provider knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
   b. information in the public domain as a matter of law;
   c. is obtained by the Service Provider from a third party without any obligation of confidentiality;
   d. the Service Provider is required to disclose by order of a competent court or regulatory authority;
   e. is released from confidentiality with the written consent of the Purchaser.

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

3. The Service Provider agrees to hold in trust any Confidential Information received by the Service Provider, as part of the Tendering process or otherwise, and the Service Provider shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Service Provider uses to protect its own confidential and proprietary information. The Service Provider also agrees:

   a. to maintain and use the Confidential Information only for the purposes of Bidding for this RFP and thereafter only as expressly permitted herein;
   b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
   c. to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this Clause; and
   d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Service Provider of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Service Provider acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Service Provider's personnel to be present on premises of the Purchaser or may require the Service Provider's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Service Provider's personnel under such circumstances and to provide notice to the Service Provider of the confidentiality of all such information.

5. Therefore, the Service Provider shall disclose or allow access to the Confidential Information only to those personnel of the Service Provider who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Service Provider will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Service Provider's confidentiality obligation. Further, the Service Provider shall procure that all personnel of the Service Provider are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

6. The Service Provider shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.

7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Service Provider shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

8. In the event that the Service Provider hereto becomes legally compelled to disclose any Confidential Information, the Service Provider shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Service Provider shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The

obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Service Provider applies to its own similar Confidential Information but in no event less than reasonable care.

9. The Service Provider agrees to indemnify the Purchaser against any and all losses, damages, claims, or expenses incurred or suffered by the Purchaser as a result of the Service Provider's breach of this Agreement.

10. The Service Provider understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Purchaser irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the Purchaser shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Purchaser shall deem appropriate. Such right of the Purchaser shall be in addition to Remedies otherwise available to the Purchaser at law or in equity.

11. Notwithstanding any other provisions of this Agreement, the obligations of confidentiality of the information shall survive the termination or expiration of this Agreement.

For and on behalf of:

(Service Provider)
Authorized Signatory Office Seal:

Name: Place:
Designation:
Date:

5.2.7 APPENDIX XXII – FORM 22- BID SECURITY DECLARATION FORM

(To be printed on the Company's Letterhead)

Date:

RFP No.:

To

The Deputy Director General (E&U),

Unique Identification Authority of India (UIDAI),

UIDAI HQ, Bangla Sahib Road,

Gole Market, New Delhi - 110001

We, the undersigned, declare that:

We , M/s………………………………………………………………………(herein referred as Service Provider) understand that, according to RFP Clause 2.1.15.2, Bid Proposals may be supported with a Bid Security Declaration, therefore rather than submitting the Security /Earnest Money Deposit Form as attached at Clause 5.2.3 (FORM 18 Appendix XVIII) of this RFP, Service Provider render the declaration that:-

Service Provider will automatically be suspended from being eligible for Bidding in any contract with the Unique Identification Authority of India (herein referred as Purchaser) for the period of *3 years,* starting on Bid Submission End Date*,* if Service Provider are in breach of any of the following obligation(s) under the Bid conditions:-

1. If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
2. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions (including timelines for execution of the contract) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
3. During the Bidding process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of Bid Proposal evaluation and finalization.

Bidder understands that this declaration shall expire if Bidder is not the successful and on receipt of purchaser's notification of the award to another Bidder; or thirty days after the validity of the Bid Proposal; whichever is earlier.

(Signature) of the Authorized Signatory
Name: _____
Designation: _____

Office Seal: _____

Place: _____