# GOVERNMENT OF INDIA MINISTRY OF ELECTRONICS & INFORMATION TECHNOLOGY UNIQUE IDENTIFICATION AUTHORITY OF INDIA NEW DELHI

## **REQUEST FOR PROPOSAL**



# AADHAAR DATA QUALITY AUDIT SERVICE AGENCY (ADQASA)

RFP Number: HQ-16019/2/2020-EU-II-HQ

Dated - 05.12.2020

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#### 1. SECTION I – INVITATION TO BIDDERS

#### 1.1 PART-I: NOTICE INVITING TENDER

- The CEO, UIDAI invites online bids ("Bids") from eligible bidders ("Bidders") which shall be valid for not less than 180 (One Hundred and Eighty) days from bid submission end date ("Bid Submission End Date" as mentioned in critical date sheet for "Aadhaar Data Quality Audit Service Agencies (ADQASAs) and Manual Bids will not be accepted.
- 2. RFP documents may be downloaded from UIDAI Website: <a href="https://uidai.gov.in/ecosystem/uidai-ecosystem/tenders.html">https://uidai.gov.in/ecosystem/uidai-ecosystem/tenders.html</a> (for reference only) and Central Public Procurement Portal website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>

	The Unique Identification Authority of India (UIDAI), Ministry of Electronics and Information Technology, Government of India invites proposals for Engagement of:
Brief Scope of Work	One Aadhaar Data Quality Audit Service Agency (ADQASAs) to undertake Audit of the Quality Assurance work relating to processing applications of residents for Aadhaar enrolment and update of their Aadhaar related demographic data and photo recorded with it.
	Detailed Scope of Work and services expected from the agency is provided in the Section IV - Scope of Work in the RFP document.

- 3. Bids shall be submitted online only at Central Public Procurement Portal ("CPP portal") website: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders' for the e- submission of the Bids online through the CPP Portal for e-Procurement at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4. Not more than one Bid shall be submitted by 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 as separate competitors. A breach of this condition will render the bids of both parties liable to rejection.
- 5. Bidder who has downloaded the RFP from the CPP Portal website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> shall not tamper/modify the RFP form including downloaded price Bid template in any manner. In case, if the same is found to be tampered /modified in any manner, Bid will be completely rejected and Bidder is liable to be banned from doing business with UIDAI.
- 6. Pre- Bid Meeting: A pre-bid meeting or Open Forum shall be held at Unique Identification Authority of India, 7<sup>th</sup> 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 the RFP by email to Sh. P K Jha, Deputy Director (E& U) <a href="mailto:harish.verma@uidai.net.in">harish.verma@uidai.net.in</a> by 5.00 PM as per critical date sheet given in clause 1.1.10 below.

- 7. Based on queries and suggestions received from prospective bidders, if required, UIDAI may amend the RFP/issue corrigendum. Bidders are advised to visit again UIDAI website <a href="https://uidai.gov.in/ecosystem/uidai-ecosystem/tenders.html">https://uidai.gov.in/ecosystem/uidai-ecosystem/tenders.html</a> and CPP Portal website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> prior to closing date of submission of RFP for any corrigendum / addendum/ amendment.
- 8. The UIDAI reserves the right to reject any or all the Bids in whole or part, prior to signing of the Contract, without assigning any reasons.
- 9. The process of selection of two vendors for ADQCSA as well as one vendor for ADQASA will go on simultaneously. Bidders can bid for both ADQCSA as well as ADQASA RFP however bidder can be onboarded only as either ADQCSA or ADQASA and not both. The bid for ADQCSA will be finalized first and the successful bidders of ADQCSA RFP shall be automatically disqualified from ADQASA RFP.

#### 10. Critical Date Sheet:

Published Date	05.12.2020
Bid Document Download / Sale Start Date	05.12.2020 (900 Hrs)
Submission of Clarification End Date (only through e-mail)	18.12.2020 (1500 Hrs)
Pre-bid meeting	21.12.2020 (1500 Hrs)
Issue of clarifications/corrigendum	29.12.2020
Bid Submission Start Date	30.12.2020 (1500 Hrs)
Bid Submission End Date	13.01.2021 (1500 Hrs)
Bid Opening Date	14.01.2021 (1500 Hrs)

11. The Hard Copy of original instruments in respect of Bid securing declaration shall be submitted on or before Bid Submission End Date as mentioned in critical date sheet to Shri Harish Lal Verma, Deputy Director (E& U II), Unique Identification Authority of India, 7<sup>th</sup> Floor, Aadhaar Building, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001, Phone – 011 23478407

#### 1.2 PART-II: INVITATION TO BID

#### 1.2.1 Preamble

This invitation to bid is for "Request for Proposal for Aadhaar Data Quality Audit Service Agency (ADQASA)".

UIDAI shall engage one successful bidder (each a "Successful Bidder") to undertake the Quality Audit work of the Quality check work undertaken by ADQCSAs(Aadhaar Quality Check Service Agency) for Resident Aadhaar data relating to Enrolment and updates of Aadhaar. The scope of work is further elaborated in the Section IV of the RFP. The engagement will be initially for a period of 2 (two) years from date of signing of the contract which may be extended for a period of two more years on year to year basis as per terms specified in this RFP.

a) Bidders are advised to study the Bid document carefully. Online submission of Bids shall be deemed to have been done after careful study and examination of the Bid document with full understanding of its implications. Offers prepared in accordance with the procedures enumerated in Section II of the RFP should be submitted online on CPP Portal: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> not later than the date and time laid down in the CPP portal. Bidder is advised to follow the instructions provided in the 'Instructions to the Bidders for the e-submission of the Bids online through the Central Public Procurement Portal for e Procurement at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

#### b) Manual Bids shall not be accepted.

- c) Not more than one Bid 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 Bid as separate competitors. A breach of this condition will render the bids of both parties liable to rejection.
- d) Bidder who has downloaded the bid document from the CPP Portal website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>, shall not tamper/modify the tender form including downloaded price Bid template in any manner. In case if the same is found to be tampered/modified in any manner, the Bid will be completely rejected and Bid Securing declaration will be executed and Bidder is liable to be banned from doing business with UIDAI.
- e) Intending bidders are advised to visit UIDAI website <a href="www.uidai.gov.in">www.uidai.gov.in</a> and CPPP Portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> again prior to closing date of submission of Bid for any corrigendum / addendum/ amendment.

- f) The Hard Copy of original instruments in respect of Bid Securing Declaration, must be delivered to the address as mentioned in Section 1.2.2-Schedule for Invitation to Bid, on or before Bid opening date/time as mentioned in CPP Portal.
- g) All Bidders must submit a Bid Securing declaration in the Bid Securing declaration form as per clause 5.2.6(FORM 22 Appendix XXII).
- h) The RFP shall be available online at CPP Portal till the last date & time of submission of Bids.
- i) Bids shall be submitted online only at CPP Portal: https://eprocure.gov.in/eprocure/app
- j) Bids will be opened as per date/time as mentioned in Section 1.2.3. After online opening of Pre-Qualification/Technical Bid and their evaluation, Financial Bid opening date will be intimated later.
- k) This RFP is being issued with no financial commitment and the UIDAI reserves the right to change or vary any part thereof at any stage. UIDAI reserves the right to withdraw RFP at any stage without assigning any reason.
- I) The process of selection of two vendors for ADQCSA as well as one vendor for ADQASA will go on simultaneously. Bidders can bid for both ADQCSA as well as ADQASA RFP however bidder can be onboarded only as either ADQCSA or ADQASA and not both. The bid for ADQCSA will be finalized first and the successful bidders of ADQCSA RFP shall be automatically disqualified from ADQASA RFP.

#### 1.2.2 Schedule for Invitation to Bid

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	Shri Harish Lal Verma
	for any clarification	DD(E&U II)
		Unique Identification Authority of India (UIDAI), MeitY, Govt. of India (GoI), 7 <sup>th</sup> 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: harish.verma@uidai.net.in
c)	Date till which the response to the Bid should be valid	180 days from the date of opening of Pre-Qualification Bids.

#### 1.2.3 Important Dates

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

Activity	Date
Published Date	05.12.2020 at 900 hrs
Pre-Bid Conference	21.12.2020 (1500 Hrs)
Time, Date, & Venue	Venue: Conference Hall, 7 <sup>th</sup> Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001  Note: A maximum of 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: harish.verma@uidai.net.in
Submission of Clarification by bidders, if any	18.12.2020 on or before 1500 Hrs  All the queries should be received on or before the prescribed date & time, through email only with subject line as follows:  "RFP for ADQASA_Pre Bid Queries _ <bidder's name="">".</bidder's>

	The queries should be submitted as per the format prescribed in Section 5.1.10 Annexure X. The Pre-Bid queries to be sent at the email ID: <a href="mailto:harish.verma@uidai.net.in">harish.verma@uidai.net.in</a>
Clarification / corrigendum to be	29.12.2020
uploaded on the CPP Portal	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 Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) or may send the same through e-mail or any other means.
Bid Submission Start Date	30.12.2020 (1500 Hrs)
Bid Submission End Date	13.01.2021 (1500 Hrs)  Proposals and supporting documents shall be signed, scanned and uploaded in the format and mode as provided for in the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) for this RFP.  Documents should be signed by the authorized signatory of the Bidder.
Opening of Pre-	14.01.2021 (1500 Hrs)
Qualification/Technical Bids	Venue: UIDAI HQ, New Delhi
	Note: A maximum of two representatives per bidder would be allowed to participate
Opening of Financial Bids	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 Central Public Procurement Portal (URL: http://eprocure.gov.in/eprocure/app) and

Area	Description	
	also on https://uidai.gov.in under Tender section	
Bid Securing Declaration	Bid Securing Declaration (as per format in FORM 22 Clause 5.2.6 Appendix XXII)	
Submission of Bid Securing Declaration (Physical hard copy submission)  Bidders shall submit Bid Securing Declaration in a sealed titled "Bid Securing Declaration - RFP for ADQASA" to the a mentioned in 1.2.2(b) Schedule for Invitation to bid before submission end date.		
	Copy of Bid Securing Declaration also needs to be uploaded on e- procure portal under the separate cover as provided above.	
	If the Bid Securing 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 is INR only.	

#### 2. SECTION-II - INSTRUCTION TO BIDDERS

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

- 1. This RFP process will be administered through the CPP Portal (URL: https://eprocure.gov.in/eprocure/app). The Bidders are required to submit soft copies of their proposals electronically on the CPP Portal, using valid Digital Signature Certificates ("DSC"). The instructions given below are meant to assist the Bidders in registering on the CPP Portal, preparing their proposals in accordance with the requirements defined in this RFP and submitting their proposals on the CPP Portal. More information for submitting the Bids online on the CPP Portal may be obtained at https://eprocure.gov.in/eprocure/app.
- 2. All the pages of the Bid 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. Failure to submit the Bid on time could cause a proposal to be rejected. The Purchaser will not accept delivery of the Bid by fax/e-mail or any other electronic/non-electronic means other than uploading on the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>).
- 3. Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the Bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in this Section should be submitted online only through CPPP website: https://eprocure.gov.in/eprocure/app not later than the date and time laid down at the critical date and time section.

#### 2.1.1 Registration

1. The Bidders are required to enroll on the e-procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link. Enrolment on the CPP Portal is free of charge. As part of the enrolment process, the Bidders will be required to choose a unique username and a password for their accounts. Upon enrolment, the Bidders will be required to register their valid DSC issued by any Certifying Authority recognized by the Controller of Certifying Authorities, India with their profile. Only one valid DSC should be registered by a Bidder. The DSC should be in the name of the person duly authorized by the Bidding entity to do all acts necessary for submitting the Proposal and execution of work under this RFP. The Bidders are responsible to ensure that only the authorised persons may use the DSCs. The Bidder may then logs in to the site through the secured log-in process by entering the user ID / Password and the Password of the DSC / eToken.

#### 2.1.2 Searching for tender documents

1. There are various search options available on the CPP 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 CPP portal. Once the Bidders have selected the RFP they are interested in, they may download the required documents / RFP schedules. These RFP documents can be moved to the respective "My Tenders" folder. This will enable the CPP Portal to intimate the Bidders through SMS / e-mail in case there is any Corrigendum issued to the RFP document. The Bidder should make note of the unique RFP ID assigned to each RFP, in case they want to obtain any clarification / help from the Helpdesk.

#### 2.1.3 Preparation of Bids

- 1. The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids.
- 2. The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as a part of the Bid. Any deviations may lead to rejection of the Bid. The Bid documents can generally be in the PDF/ XLS/ RAR formats. The Bid documents may be scanned with 100 dpi with black and white option.

#### 2.1.4 Submission of Bids

- 1. The Bidder are advised to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time will be as mentioned in the critical date sheet of the RFP.
- 2. The Bidder will not be allowed to submit the Bid after the Bid submission End Date.
- 3. The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in this RFP. The Bidder shall furnish, as part of its Bid, Bid Securing Declaration as mentioned.
- 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 Bids in the format provided and no other format will be acceptable. The BoQ format for this RFP can be downloaded from the CPP Portal.
- 5. Upon successful and timely submission of Bids, the CPP Portal will give a successful Bid submission message and a bid summary will be displayed with the Bid 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 and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.

7. The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for Bid withdrawal and attach the supporting letter to the Purchaser.

#### 2.1.5 Assistance to Bidders

 Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority and the relevant contact person indicated in this RFP. Any queries relating to the process of online Bid submission or queries relating to the CPP Portal in general may be directed to the 24\*7 CPP Portal Helpdesk. The national tollfree number for the helpdesk is 18002337315.

#### 2.1.6 Consortium

1. Bids received from Consortiums will not be considered. Such bids shall be termed as 'invalid'.

#### 2.1.7 Clarification of Bid Document

- A prospective Bidder requiring any clarification of the Bid Document may notify the UIDAI in writing at the UIDAI's mail address indicated in 1.2.2 Schedule for Invitation to Bid. The queries must be submitted over mail in filled excel as per Annexure X of Clause 5.1.10 under section V.
- 2. The UIDAI may/may not respond, to request for clarifications of the Bid document, received not later than the date prescribed by the UIDAI in section 1.2.3 of this Bid document.

#### 2.1.8 Amendment to the Bid Document

- 1. At any time prior to the Bid submission 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 Bid Document 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 in which to take the amendment into account in preparing their Bids, the UIDAI may, at its discretion, extend the last date for the receipt of Bids.

#### 2.1.9 Language of Bids

1. The Bids prepared by the Bidder and all correspondence and documents relating to the Bids 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, the English translation shall prevail.

#### 2.1.10 Online Bid submission process

 The Bid shall be submitted Online (complete in all respect) must be uploaded on https://eprocure.gov.in/eprocure/app in two packets i.e. Two Cover system (Cover - 1 and Cover -2), and Bidder must follow the procedure as detailed in Section 2.5 – PART-V: ONLINE BID PREPARATION AND DOCUMENTS CHECKLIST, as summarized below. 2. The Bid shall be submitted online, the Signed and Scanned copy of all the required documents in –

Packet-1 (Pre Qualification and Technical Bid) having viz.,

#### Part I – Pre qualification

- i. Bid securing declaration (FORM 22 Annexure XXII Clause 5.2.6)
- ii. Non Disclosure Agreement (FORM 21 Annexure XXI Clause 5.2.5)
- iii. Pre Qualification Checklist (FORM 1 Annexure I Clause 5.1.1)
- iv. Pre Qualification Bid Format General information (FORM 2 Annexure II Clause 5.1.2)
- v. Project Execution Experience (FORM 4 Annexure IV Clause 5.1.4) relevant to serial no 6 Clause 2.2.1.6
- vi. Statement of Deviation (FORM 8 Annexure VIII clause 5.1.8)
- vii. Acceptance of Terms and Conditions of RFP (FORM 9 Annexure IX clause 5.1.9)

#### • Part II - Technical Bid Submission

- i. Technical Evaluation Checklist (FORM 3 Annexure III clause 5.1.3)
- ii. Project Execution Experience (FORM 4 Annexure IV clause 5.1.4 relevant to serial no 1.2 clause 2.3.1)
- iii. Technical Proposal Cover Letter (FORM 5 Annexure V clause 5.1.5)

(Sequence of documents to be followed as per checklist and proper index to be provided)

Packet-2 (Commercial Bid) having viz.,

i. Commercial Quote in the form of BOQ\_XXXX.xls

Note: Bidder shall not submit its price Bid in any form other than BOQ xxxx.xls.

- 3. All the pages of Bid 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.
- 4. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

#### 2.1.11 Bid Prices

- 1. The Bidder shall fill up BOQ\_XXXX.xls for Rate per packet for audit quality checked packets, it proposes to provide under the Contract.
- 2. The rate per packet quoted in the above mentioned proforma 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 may be considered incomplete and summarily rejected.
- 5. The Bidder shall prepare the Bid based on details provided in the Bid documents. Bidder shall carry out the study of the bill of material in accordance with the requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.

#### 2.1.12 Firm Prices

- 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. The bid process ("Bid Prices") shall be indicated in Indian Rupees (INR) only.
- 2. The Commercial bid 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, will be adjusted accordingly in the payment structure.

#### 2.1.13 Discount

 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.

#### 2.1.14 Bid Securing Declaration

#### 2.1.14.1 Bid Securing Declaration

- a. The Bidders shall submit Bid Securing Declaration (As per Section 5.2.6 Appendix XXII FORM 22) in a sealed envelope.
- b. Copy of the Bid Securing Declaration should be uploaded onto the CPP Portal and the hardcopy of the same shall be submitted as per guidelines mentioned in Section II.
- c. In case the Bid Securing 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.
- d. The Bid Securing Declaration will be executed:
  - 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.
  - ii. In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution

- of the 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. During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- e. The decision of the Purchaser regarding execution of Bid Securing Declaration shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.
- f. Bidders who are the Micro and small enterprises (MSEs)/startup must also upload copy of valid registration certificate.

#### 2.1.15 Period of Validity of Bids

- 1. Bids shall remain valid for 180 (One Hundred and Eighty Days) days after the date of opening of Pre-Qualification and Technical Bids prescribed by the UIDAI. A Bid 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. The validity of Bid Securing Declaration may be extended on mutual agreement between Bidders and UIDAI. However, A Bidder will not be permitted to modify its Bid.

#### 2.1.16 Format and Signing of Bid

- 1. Tender Bid must contain the name, office and office addresses including telephone number(s) of the person(s) who are authorized to submit the Bid with their signatures. A Power of Attorney or board resolution must be enclosed with the bid certifying that the person(s) who signed the bid is an authorized person on behalf of company.
- 2. Un-signed, un-stamped and without certificate for authorized person, Bid shall not be accepted.
- 3. The Bid 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.
- 4. All pages of the bid being submitted must be legible, signed and sequentially numbered by the Bidder irrespective of the nature of content of the documents before uploading. Ambiguous Bids will be out rightly rejected.

#### 2.1.17 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.

#### 2.1.18 Opening of Bids by UIDAI

- 1. Online Bids (complete in all respect) received along with Bid Securing Declaration (Physically) will be opened as mentioned in the Section 1.2.1 Important Dates. Bid received without Bid Securing Declaration will be rejected straight way. Bid Securing Declaration original instrument must be submitted to the address as mentioned in 1.2.2 Schedule for Invitation to Bid on or before the last date of submission of Bids.
- 2. A duly constituted committee will evaluate the Bids.
- 3. Bids of only eligible and pre-qualified Bidders will be taken up for further evaluation.
- 4. The Bidders' names, modifications, Bid 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 opening.

#### 2.1.19 Right to Accept/Reject the Bid

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

#### 2.1.20 Disqualification

- 1. Purchaser may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:
  - i. Submitted the application after the response deadline;
  - ii. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;
  - iii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding 3 (three) years;
  - iv. Submitted an application 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 application;
  - vii. The bidder qualifies the proposal with his own conditions.
  - viii. In case any one party submits multiple proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional

proposals/ bidders are withdrawn upon notice immediately.

#### 2.2 PART-II: ELIGIBILITY CRITERIA: Pre Qualification

#### 2.2.1 Criteria for Pre-Qualification

- 1. Original copy of Bid Securing declaration to be submitted before Bid closing date.
- 2. Copy of Bid securing declaration also needs to be uploaded on e-procurement portal. If the Bid Securing Declaration are not received by the prescribed date and time, the proposal submitted by the Bidder will be liable to be summarily rejected.
- 3. The process of selection of two vendors for ADQCSA as well as one vendor for ADQASA will go on simultaneously. Bidders can bid for both ADQCSA as well as ADQASA RFP however bidder can be onboarded only as either ADQCSA or ADQASA and not both. The bid for ADQCSA will be finalized first and the successful bidders (L1 and L2) of ADQCSA RFP shall be automatically disqualified from ADQASA RFP.
- 4. Non-Disclosure Agreement shall be submitted in the format provided in **Appendix XXI FORM 21** as per Section 5.2.5
- 5. FORM1, FORM 2, FORM 4, FORM 8 & FORM 9, as per Annexure I,II, IV, VIII & IX respectively, duly filled up and signed.
- 6. 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
	Bid Securing declaration	Bid Securing declaration is to be submitted in original and the scanned copy is to be uploaded.	Bid Securing declaration  Bidders who are the Micro and small enterprises (MSEs)/startup must also upload copy of valid registration certificate.

2	Legal Entity/ Registration of Company	The Bidder may be:	
		Government Organization/PSU/PSE OR	Self-declaration by Authorised 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 India 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 that on the date of bid 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 INR 100 Crores in last 3 financial years from Manpower supply (Manpower outsourcing)/ BPO services/back end processing/data entry/data	Audited financial statements for the last three financial years (FY 2016-17, 2017-18, 2018-19) clearly mentioning turnover from Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES .

		verification/ITES	In case the turnover on account of from Manpower supply (Manpower 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 (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES in last three financial years (FY 2016-17, 2017-18, 2018-19), 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 closing date of Bid Submission.	Certificate by HR head of the Bidder duly countersigned by a Bid authorized signatory

6 Project execution experience in India

Bidder shall have experience in execution/completion of Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES contracts in Central Govt. / State Govt./PSUs/ Autonomous Bodies/private enterprise in last 7 years ending on last date of previous month of closing date of bid submission, of at least:

(a) One contract of value not less than the amount equal to Rs 21 Cr;

OR

(b)Two contracts each costing not less than the amount equal to Rs 13 Cr;

OR

(c)Three contracts each costing not less than the amount equal to Rs 10 Cr

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

(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 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 (Manpower 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 —

7	Dia aldiatia a	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 (Manpower 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.	<ul> <li>i. Total value of PO/WO,</li> <li>ii. date of commencement and completion of contract,</li> <li>iii. total scope of PO/WO,</li> <li>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.</li> <li>Overall cost of Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification services/ITES.</li> </ul>
7	Blacklisting	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 closing date of bid submission. A similar ban before the award of the contract shall also disqualify the Bidder.	Self-certificate/ undertaking on Company's letter head duly signed by company's authorized signatory.
8	ISO certification	Should have ISO 9001:2015 Certification or latest	Copy of certificate
9	Facility	The Bidder must have facilities at two different cities, each with a capacity of at least 150 persons.	Self-certification by Authorised signatory — may be verified by UIDAI either during bidding process or before award of contract

10	Authorized	Tender Bid must contain the	A Power of Attorney or board resolution
	signatory name, office and office		must be enclosed with the Bid certifying that
	declaration addresses including telephone		the person(s) who signed the Bid is an
	number(s) of the person(s) who		authorized person on behalf of company.
	are authorized to submit the		
		Bid with their signatures.	

#### Note:

- Supporting evidences for Pre-Qualification as per Annexure I FORM I of Section 5.1.1 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 have 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 during the evaluation.

# 2.3 PART-III: TECHNICAL EVALUATION (To be done for only those companies who qualify in Pre Qualification)

#### 2.3.1 CRITERIA FOR TECHNICAL EVALUATION

Bid 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 (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES  i) 7 Marks for turnover of >=100 cr upto 125 cr  ii) .25 marks for every 25 cr above 125 cr till max of 10 Marks	10 Marks	Audited financial statements for the last three financial years (FY 2016-17, 2017-18, 2018-19) clearly mentioning turnover from Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data Verification /ITES.  In case the turnover on account of from Manpower supply (Manpower 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 (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES in last three financial years (FY 2016-17, 2017-18, 2018-19), duly attested by company's authorized signatory.
1.2	Experience of execution/completion of projects in Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES in last 7 years ending on last date of previous month of closing date of bid submission with	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

S. No.	Criteria	Marks (Max)	Documents Required
	value as under.  Marks will be given for on average of best of 3 projects in		mention that contract(s) has gone live and currently is in running/operation phase.
	terms of Project value satisfying the following:		(b) Authorized signatory's certificate about the contract stating – ( on FORM 4 of clause 5.1.4)
	i) 14 Marks for average project of value of >= 10 cr upto 11 cr		<ul><li>i. Total value of PO/WO,</li><li>ii. date of commencement and completion of contract,</li></ul>
	<ul><li>ii) .25 marks for every 1 cr more average value above 11 cr till max of 20 marks.</li></ul>		<ul><li>iii. total scope of PO/WO,</li><li>iv. Whether the contract has been completed in all respects. If contract is not completed, in that</li></ul>
	For evaluation purpose: Following contracts will be considered for evaluation:		case certificate shall mention that the contract has gone live and is currently in running/operation
	(i) which have been completed within above mentioned period of 7 years; and/or		phase.  v. Overall cost of Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data
	(ii) which have not been completed but have Gone live and currently are in operation/running phase.		verification services/ITES.  ( c) For contracts under Non-Disclosure Agreement with the client, the bidder, in
	Note: For evaluation purpose of such contracts as mentioned at (i) or (ii) above – Overall valueof contract consisting of Manpower supply (Manpower		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 –
	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		<ul> <li>i. Total value of PO/WO,</li> <li>ii. date of commencement and completion of contract,</li> <li>iii. total scope of PO/WO,</li> <li>iv. Whether the contract has been completed in all respects. If contract is not completed, in that case certificate shall mention that</li> </ul>

S. No.	Criteria	Marks (Max)	Documents Required
	state of contract and irrespective of the value of the completed portion of the contract/project. Value is excluding taxes.		the contract has gone live and is currently in running/operation phase.  v. Overall cost of Manpower supply (Manpower 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 closing date of bid submission.  i) 7 Marks for >=1000 existing employees on pay roll upto 1500 existing employees  ii) .50 marks for every 500 more employees on payroll till max of 10 marks	10 Marks	Self-Certification by HR head countersigned by authorised signatory mentioning the number of employees on its pay roll as on last date of previous month of closing date of Bid Submission.
2	Organizational Capability	20 Marks	
2.1	Existing language capabilities of carrying out Manpower supply (Manpower 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 40 Resources each	10 Marks	Self-Certification by HR head countersigned by authorised signatory mentioning current language capabilities in Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES count of employees in each language with location of deployment to be provided.

	(ii) Gujarati/Marathi/ Malayalam/ Tamil/ Kannada/ Telugu – Minimum 4 resources each (iii) Remaining languages – Minimum 2 resources each  i) 7 Marks for 11 Languages  ii) .6 marks of every 1 language till max of 10 marks		
2.2	Current infrastructure with seating capacity of at least 150 persons or more at each location  i) 10 Marks for 5 or more locations.  ii) 9 Marks for 4 locations  iii) 8 Marks for 3 locations  iv) 7 Marks for 2 locations	10 Marks	Self-Certification by authorized signatory Location address and capacity to be mentioned
3	Presentation by bidders on parameters as below	40 Marks	These marks will be allocated based on detailed presentation along with plans/documents for each criteria submitted as part of the Bid and also presentation to the evaluation committee.  [Bidder to submit presentation along with plans/documents for each criteria in Bid]
3.1		10 Marks	-
3.1	Robustness of Implementation Plan	10 Warks	Detail on Implementation Plan to be submitted.
3.1.1		2.5	•
3.1.1	Plan to go steady state in shortest time  Additional measures to exceed Quality SLA	2.5	•
3.1.1	Plan to go steady state in shortest time  Additional measures to exceed	2.5	•

S. No.	Criteria	Marks (Max)	Documents Required
3.2	Physical infrastructure available or Details of infrastructure proposed for carrying out QC operations of this Bid	10 Marks	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	
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 vendors 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	<ul> <li>A certificate, signed by HR head, duly countersigned by authorized signatory.</li> <li>UIDAI may ask the Bidder to prove their commitment during contract operations.</li> </ul>

3	3.4	Training methodology	10 Marks	Training methodology, trainers, training areas and training infrastructure and related suggestions to be submitted
3	3.4.1	Training infrastructure proposed to be established for duration of the contract	5	
3	3.4.2	Use of ICT/automated tools, VC for imparting training	5	
		Total Technical Score(TS)	100	

#### Note:

- Minimum Technical Score(TS) to qualify for commercial evaluation is 70 Marks.
- 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.
- UIDAI may seek clarification/ original documentary evidence on any of the submitted documents at any point during the evaluation. Bidders may have to submit supporting documents if required during the evaluation.
- 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.
- The Evaluation Committee or any officer(s) nominated by it may visit the proposed QC sites/existing capabilities as mentioned in documents submitted as per clause 2.3.1 of the Bid and may interact with his existing client, 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 Purchaser.
- UIDAI reserves the right to reject any Technical Proposal in case the Bidder failed to satisfy any of the condition mentioned in the Technical Criteria (Clause 2.3.1) during the evaluation.

#### 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 tendering authority, or such other authority. The TEC may be comprised of, or receive assistance from, several teams conducting parallel evaluations.

The evaluation will be done in 3(three) 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.

Evaluation shall be subject to condition as laid down at section 1.1.9 of Section I of the RFP which reads 'The process of selection of two vendors for ADQCSA as well as one vendor for ADQASA will go on simultaneously. Bidders can bid for both ADQCSA as well as ADQASA RFP however bidder can be on-boarded only as either ADQCSA or ADQASA and not both. The bid for ADQCSA will be finalized first and the successful bidders of ADQCSA RFP shall be automatically disqualified from ADQASA RFP"

#### 2.4.1 Evaluation of Pre-Qualification of bids (PACKET 1: PARTI)

- 1. The Tender Evaluation Committee ("**TEC**") shall first evaluate the Pre-Qualification Proposal as per the Pre-Qualification Criteria mentioned in Section 2.2.1 of this RFP.
- Bidders who meet the qualifying criteria for Pre-Qualification shall be considered for Technical evaluation. Bidders who qualify technical evaluation shall be considered for Commercial evaluation.
- The Evaluation Committee may ask Bidder(s) for additional information and/or arrange discussions with their professional, technical faculties to verify the claims made in bid documentation.
- 4. The Pre-Qualification proposal shall be evaluated based on the information provided in the Section 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 Bids (PACKET 1: PARTII)

The technical proposals of only those Bidders, who qualify in the evaluation of the pre-qualification proposals, shall be evaluated. The evaluation of the Technical Bids is carried out in the following manner:

a. The Bidders' technical solutions proposed in the Bid document will be evaluated as per the

requirements specified in the RFP and adopting the evaluation criteria spelt out in Section 2.3.1 of this RFP.

- b. **Proposal Presentations** TEC will invite each Bidder to make a presentation at a date, time and location determined by the TEC. 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.
- c. The TEC/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 documents. Clarifications provide the opportunity for the committee to state its requirements clearly and for the Bidder to more clearly state its 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 TEC/UIDAI.
- d. Depending on the evaluation methodology mentioned at Section 2.3.1 each Technical Bid 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.
- e. All Bidders, who qualify Technical Evaluation (i.e. get 70 marks or more), will qualify for the evaluation in the commercial process.
- f. The list of "Technically Qualified Bidders" will be published on <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>

#### 2.4.3 Evaluation of Commercial Bids

- a. The commercial bids ("Commercial Bids") of only the bidders who qualify in the Technical evaluation will be opened.
- b. It is envisaged to engage one (1) 'ADQASA' for QC Audit work. All bidders will be required to submit Commercial Bids for audit of quality checked packets on commercial form BOQ\_XXXX.xls.
- c. Evaluation of Commercial Bids would be on the basis of Quality cum Cost based Selection(QCBS)
- d. Lowest evaluated commercial Proposal (Fm) will be given the maximum financial score (FS) of 100 points.
- e. The financial scores (FS) of the other Financial Proposals will be computed as indicated below.

The formula for determining the financial scores is the following:

 $FS = 100 \times Fm / F$  in which FS is the financial score,

- Fm is the lowest commercial proposal among all the proposals quoted by the Bidders.
- F is the commercial proposal of individual Bidder.

#### 2.4.3.1 Quality cum Cost Based Selection (QCBS)

- 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 as calculated out of 100

"FS" is Total Commercial Score for each Bid 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. Bids will be ranked according to their weighted Technical Score "TS" and weighted Financial Score "FS".
- 4. Final Total Score for each Bid shall be computed as follows:

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 Successful Bidder as the "Discovered Rate" for ADQASA. All other Bidders shall be designated as L2, L3 etc in decreasing order of Total Score. Eg, Bidder having the next highest Final Total Score(FTS) shall be L2 and so on.

#### 2.4.4 Contract Finalization and Award

 If due to exceptional circumstances, UIDAI is unable to finalize a service agreement with the L1 Bidder selected through the above process, UIDAI may proceed to the next ranked bidders L2, L3 etc, who have agreed to match the "Discovered Rate" to receive an order for carrying out the services.

#### 2.4.5 Submission of Bank Guarantee(PBG)

1. Successful bidder will have to submit Performance Bank Guarantee ("PBG") of 3% of the Contract Value.

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

#### 1. PACKET (1)

# PART I – PRE-QUALIFICATION FORMS AND SUPPORTING DOCUMENTS as per Section 2.2.1 : CRITERIA FOR Pre Qualification

- a. Scan Copy of Bid Securing Declaration Form 22 Appendix XXII as per Section 5.2.6 )
- b. Scan copy of Non-Disclosure Agreement (Form 21 Appendix XXI as per Section 5.2.5)
- c. Signed and Scanned Copy of duly filled up FORM 1 (Annexure I as per Section 5.1.1) with all relevant supporting documents
- d. Signed and scanned Copy of duly filled up FORM 2 (Annexure II as per Section 5.1.2)
- e. Signed and scanned Copy of duly filled up FORM 4 (Annexure IV as per Section 5.1.4), relevant to serial no 6 Clause 2.2.1.6
- f. Signed and scanned copy of duly filled FORM 8 (Annexure VIII as per Section 5.1.8)
- g. Signed and scanned copy of duly filled FORM 9 (Annexure XI as per Section 5.1.9)

# PART II – TECHNICAL PROPOSAL FORMS AND SUPPORTING DOCUMENTS as per Section 2.3.1 : CRITERIA FOR TECHNICAL EVALUATON

- a. Signed and Scanned Copy of duly filled up FORM 3 (Annexure III as per Section 5.1.3) and all the supporting documents specified in Section 2.3.1 : TECHNICAL EVALUATION CRITERIA
- b. Signed and Scanned Copy of duly filled up FORM 4 (Annexure IV as per Section 5.1.4) and all the supporting documents relevant to serial no 1.2 clause 2.3.1
- c. Signed and Scanned Copy of duly filled up FORM 5 (Annexure V as per Section 5.1.5)

#### 3. <u>PACKET (2)</u>

#### a) FINANCIAL BID (BOQ\_XXXX.xls)

a. Commercial Quote in the form of BOQ\_XXXX.xls

The bidders shall quote the rate per packet for quality auditing of packet which has undergone QC by ADQASA 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 quality auditing of packet which has undergone QC by ADQASA shall be inclusive of all costs

to be incurred by the agency 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 format. Any conditional Bids shall be summarily rejected during the evaluation of the financial Bids.

# 3. SECTION-III – GENERAL CONDITIONS OF CONTRACT

#### 3.1 GENERAL

#### 3.1.1 Definitions

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

- 1. "ADQASA" means Aadhaar Data Quality Audit Service Agency, inter alia Successful Bidders of this RFP:
- 2. "ADQCSA" means Aadhaar Data Quality Check Service Agency, inter alia Successful Bidders of ADQCSA RFP
- 3. "Applicable Law" means the laws brought into force and effect by Government of India or the State Government including rules, regulations and notifications made thereunder, binding judgments, decrees, injunctions, writs and orders of any court of record, tribunal or quasijudicial body and instructions, decisions and directions of any governmental body or administrative authority, rules of any recognized stock exchange, as amended, replaced, renacted or restated from time to time in India;
- 4. "Bidder" means the entity bidding for the services under the Contract;
- 5. "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;
- 6. "Contract Value" means the price to be paid for the performance of the Services, in accordance with Clause GCC 3.6;
- 7. "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 3.2.1;
- 8. "GCC" mean these General Conditions of Contract;
- 9. "Government" means the Government of India;
- 10. "In writing" means communication in written form with proof of receipt;
- 11. "Party" means the Purchaser or the Service Provider, as the case may be, and "Parties" means both of them;
- 12. "Packet" means enrolment or update data of Aadhaar of a resident of India with or without documents;
- 13. "Personnel" means persons hired by the Bidder and assigned to the performance of the Services or any part thereof;
- 14. "Purchaser" means the entity purchasing the services under this Contract i.e. UIDAI;
- 15. "Resident" means normal resident of India;
- 16. "Service Provider" means any private or public entity that will provide the Services to the Purchaser under the Contract. The Service Provider is the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract
- 17. "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of Work at Section-IV of RFP hereto;
- 18. "SLA" refers to Service Level Agreement as defined under the Scope of Work at Section-IV of the RFP;
- 19. "UIDAI" means Unique Identification Authority of India and is referred as the Purchaser;
- 20. "MSP" means Managed Service Provider;

- 21. "MSAP" means Managed Service Application Provider;
- 22. "Rate per packet" means cost of Quality Audit with documents of one enrolment/update packet by ADQASA which has been QCed (Quality checked) by ADQCSA or in other words the cost of processing one enrolment/update Packet in Quality Audit with documents. Also mentioned as cost of packet in RFP document.
- 23. "QC of packets" or "Quality audit of packets QCed by ADQCSA" or "audit of packets QCed by ADQCSA" or "audit of packets " or " QC Audit" when referred to wrt the scope of ADQASA in this RFP, it carries the same meaning ie "of carrying out quality audit with documents of enrolment/update Packets QCed (Quality Checked) by ADQCSA". Whereas "QC of packets" by ADQCSA carries the specific meaning as laid down in ADQCSA RFP.

## 3.1.2 Interpretation

- 1. In this Contract unless a contrary intention is evident:
  - (a) the clause headings are for convenient reference only and do not form part of this Contract;
  - (b) unless otherwise specified, a reference to a clause number is a reference to all of its subclauses;
  - (c) unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
  - (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 and the Bid document and the Proposal, the terms of this Contract 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, 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, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws.

#### 3.1.5 Language

1. This Contract has been executed in English, which shall be the binding language for all matters relating to the meaning or interpretation of this Contract.

#### 3.1.6 Notices

- 1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract 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

#### 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

**Attention : Deputy Director General (Enrolment & Update)** 

#### 3.1.7 Location

 The Services shall be performed at such locations, as the Purchaser may approve. Maximum of 02 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 shall have mandate to take any action as required or permitted and shall execute any document as required or permitted under this Contract.

#### 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.
- 2. Bidders shall clearly mention GST in quoted rate per Packet in the financial Bid.
- 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 or Notification of Award, the same shall be passed on to the Purchaser/Bidder. 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 Contracts. 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 to the Purchaser; and includes collusive practice among Bidders, prior to or after Bid Submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
  - c. "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
  - 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;

## 3.1.10.2 Measures to be taken by the Purchaser

- 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/Service Provider for providing the clarification.
- 2. Where issue is not resolved within 30 (thirty) days of notice to Successful Bidder/Service Provider or if the satisfactory clarification is not rendered by Successful Bidder/Service Provider in 30 (thirty) days in that case Purchaser may, without prejudice to any other remedy for breach of contract, by written notice to the Successful Bidder/ Service Provider, terminate the Contract in whole or in part:
  - If the successful bidder, in the judgment of UIDAI/Purchaser, has engaged in wilful misrepresentation of facts/information, corrupt or fraudulent practices in competing for the Bid or in executing this Contract; OR If the Successful Bidder/Service Provider submits to UIDAI/Purchaser a false statement/facts. In such cases UIDAI/Purchaser may also forfeit the PBG and/or take appropriate action against the Successful Bidder/Service Provider.

#### 3.1.10.3 Commissions and Fees

1. Purchaser will require the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

#### 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 Vendor 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

#### 3.2.1 Contract Period

- 1. The Contract shall be in force for 2(two) years subject to adherence to timelines/time frame and as per the Terms and Conditions of the Contract. ("Contract Period")
- 2. **Extension of the contract:** The contract may be extended by two more years, on year to year basis. The extension shall be at the discretion of UIDAI. During extension period, the rate per packet shall be increased by 5% each year (Rate for 2<sup>nd</sup> year of extension shall be the rates of 1<sup>st</sup> year of extension but increased by 5%). However, extension shall be subject to the satisfactory performance of the service provider and solely at the discretion of UIDAI.

#### 3.2.2 Effectiveness of Contract

1. This Contract shall come into effect on the date the Contract is signed by either Parties. The date, the Contract comes into effect is defined as the Effective Date.

#### 3.2.3 Termination of Contract for failure to become effective

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

#### 3.2.4 Commencement of Services

1. The Service Provider 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	Т

2.	Submission of PBG	T+ 10 days
3.	Signing of contract	T + 15 days
4.	Readiness of QC facility/ies( in terms of Clause 4.1.8.7 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
5.	Completion of Joint inspection of QC Facilities & approval if found acceptable.	T + 65 days

QC Operations by ADQCSAs (through another RFP)shall commence in phases with ADQCSAs starting operations at 25 % of full capacity in the first month and thereafter the capacity is incrementally raised by 25% every month to achieve 100% capacity in QC operations by the beginning of 2<sup>nd</sup> Quarter(4<sup>th</sup> Month).10 % of packets checked by ADQCSAs shall be picked for Audit daily.

Accordingly, ADQASAs will have to build their capacity in line with the incremental increase in capacity of QC operations by ADQCSA till full operational capacity is reached by the beginning of  $2^{nd}$  Quarter by ADQCSA.

S No.	Scope of Work Area	Time Frame				
opera	ks to be completed in each phase of tion until 100% capability achieved by A (Similar are the time line for ADQCSA)	Phase 1 - 25% capacity	Phase 2 - 50% capacity	Phase 3 - 75% capacity	Phase 4 - 100% capacity	
6.	6. Training of QC Audit Trainers by UIDAI at UIDAI HQ/ROs/Tech Centre/ADQCSA Audit Trainers  (timelines are indicative and may vary)		T+105 days	T+135 days	T+165 Days	
7.	Hiring and training of Manpower  ( timelines are indicative and may vary)		T+115 days	T+145 days	T+175 Days	
8.	Successful passing of test by Audit Operator (timelines are indicative and may vary)	T+89 days	T+119 days	T+149 days	T+179 Days	

	9.	Commencement of QC Audit operations (Steady State)	T+90 days
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Note: (i) Any of the above activity can be completed before the dates mentioned above.

- 2. ADQASA should close any outstanding observations raised by UIDAI during joint inspection and offer the facility for inspection again. Approval for commencement of QC Audit operation shall be given only after all the outstanding observations are closed satisfactorily by ADQASA.
- 3. In case of delay in commencement of QC Audit operations as per the implementation plan above, Liquidated Damages (LD) as per clause 3.9 shall be applicable. For Example, if ADQASA has commenced operation with 25% capacity on T+95 days, then LD for delay of 5(five) days in commencement of operation is applicable@ 2% of the cost of Actual shortfall of packets (2% of the cost of 25 % Packets which would have been allocated during these 5 days)

# 3.2.5 Expiration of Contract

1. Unless terminated earlier pursuant to Clause GC 3.2.2 and clause 3.2.9 hereof, this Contract shall expire at the end of 2 years (24 months) from the Effective date of contract. The Contract may be extended by two more years, on year to year basis. The extension shall be at the discretion of UIDAI. During extension period, the rate per Packet shall be increased by 5% each year year (Rate for 2<sup>nd</sup> year of extension shall be the rates of 1<sup>st</sup> year of extension but increased by 5%). However, extension shall be subject to the satisfactory performance of the Service Provider and solely at the discretion of UIDAI.

# 3.2.6 Entire Agreement

1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

#### 3.2.7 Modifications or Variations

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

# 3.2.8 Force Majeure

# 3.2.7.1 Definitions

1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or

other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- 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, 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.

# 3.2.7.2 No Breach of Contract

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

#### 3.2.7.3 Measures to be Taken

- 1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 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 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event and in not later than 14 (fourteen) days following the occurrence 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, 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.
- 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.

#### 3.2.8 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, 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 30 (thirty) days after 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 Performance Bank Guarantee amount.

#### 3.2.9 Termination

# 3.2.9.1 By the Purchaser

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

- 1. If the Service Provider fails to remedy any default in the performance of any of its obligations under this Contract, within 30 (thirty) days or such longer period as the Purchaser may specify after being notified of the default.
- 2. If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 3. 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 30 (thirty) days.
- 4. 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.
- 5. If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.
- 6. If the Service Provider has been blacklisted by the Purchaser or disqualified for any reason.
- 7. If the Service Provider fails to fulfill its obligations under Clause GCC 3.3 hereof.
- 8. 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.
- 9. In the event of Service Provider is found:
  - a. Sub-contracting of work/Services.
  - b. Provided incorrect information to UIDAI.
  - c. Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.
- 10. If the Service Provider is found to have committed acts leading to breach of privacy, or failed to implemented the controls required for proper security of data.
- 11. In the event, the Service Provider fails to meet any of the performance criteria as mentioned under the Section 4.2 of this Contract 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 and encash the PBG, in the event the Service Provider fails to cure such default within the aforesaid time period.

# 3.2.9.2 Termination of Convenience by Purchaser

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

# 3.2.9.3 By the Service Provider

The Service Providers may terminate this Contract, by giving not less than 90 (ninety) days' written notice to the Purchaser, (such notice to be given after the occurrence of any of the events specified in paragraphs (1) through (3) of this Clause GCC 3.2.9.3:

- 1. If the Purchaser fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GCC 3.8 hereof within 45 (forty-five) 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.

## 3.2.9.4 Cessation of Rights and Obligations

- 1. Upon termination of this Contract pursuant to Clauses GCC 3.2.2 or GCC 3.2.9 hereof, or upon expiration of this Contract pursuant to Clause GCC 3.2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:
  - 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 3.3.3 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 applicable Law.

#### 3.2.9.5 Cessation of Services

1. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 3.2.9.1 or GCC 3.2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Service Provider and equipment and materials furnished by the Purchaser, the Service Provider shall proceed as provided, respectively, by Clauses GCC 3.3.9 or GCC 3.3.10 hereof.

#### 3.2.9.6 Payment upon Termination

- 1. Upon termination of this Contract pursuant to Clauses GCC 3.2.9.1 or GCC 3.2.9.2, the Purchaser shall make the following payments to the Service Provider:
  - a. If the Contract is terminated pursuant to Clause GCC 3.2.9.1 (4), (7), (9), (11) and (12) or 3.2.9.2, remuneration pursuant to Clause GCC 3.6.3(c) hereof for Services satisfactorily performed prior to the effective date of termination;
  - b. If the Contract is terminated pursuant of Clause GCC 3.2.9.1 (1) to (3), (5), (6), (8), (10) , the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. The Purchaser may also impose liquidated damages as per the provisions of Clause GCC 3.9 of this Contract. The Service Provider will be required to pay any such liquidated damages to Purchaser within 30 (thirty) days of termination date.

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

# 3.2.9.7 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause GCC 3.2.9.1 or in Clause GCC 3.2.9.2
hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination
from the other Party, refer the matter to Clause 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.

# 3.2.10 Non Exclusivity

 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.

#### 3.2.11 Extension of Contract

1. The contract may be extended by upto two more years, on year to year basis. The extension shall be at the 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%). However, extension shall be subject to the satisfactory performance of the service provider and solely at the discretion of UIDAI.

# 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 Services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of Services, the reasons for which shall be recorded in writing. The 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*

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 for 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, etc.

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 as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 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 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 auditor appointed by the purchase 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.
- 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.

# 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

 All rights of use of any process, product, service, or data developed, generated, or collected, received from UIDAI or any other task performed by the Service Provider under the execution of the Contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service

Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.

#### 3.3.10 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 Submission day and also issued during Contract Period.
- 5. The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the IT Act 2000, the Aadhaar Act- 2016, Aadhaar Regulations 2016, 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 Non-Disclosure Agreement (NDA)

1. Service provider will furnish an undertaking in form of NDA that anything contained in this Bid Document, personnel of the Service Provider are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them shall not be disclosed in any manner. NDA format has been attached as FORM 21 in Appendix XXI, Section 5.2.5.

#### 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 always 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.
- 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 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 Purchase. 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

#### 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( thirty) 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 National Rupees (INR).

#### 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 Audit MIS output reports mentioning the number of

QC request Audited/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 ADQASA 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 Agency 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 favour 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 bases.
- 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.

#### 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

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 GCC3.8 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 30 (thirty) days, gives 30 (thirty) 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 (including any amendments thereto).
- 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 three Arbitrators. Each party shall appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
- 6. In case, a party fails to appoint an arbitrator within 30(thirty) days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the appointment of third Arbitrator within 30 (thirty) 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.
- 7. 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 person 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.
- 8. 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.
- 9. 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.
- 10. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- 11. 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.
- 12. 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.
- 13. 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 its obligations (which are not in a dispute) in accordance with the provisions under this Contract.
- 14. 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

 If the service provider fails to commence Quality Audit services as per time plan specified by UIDAI (Clause 3.2.3 of GCC) due to reasons solely attributable to vendors 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. 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.

For Example:- if there is a delay of 9 days in the commencement of Quality Audit services, 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 QA 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 Audited with document during the contract [total number of packets Quality Audited with documents \* Rate per packet(without tax)].

# 3.10 ADHERENCE TO RULES & REGULATIONS

#### 3.10.1 Adherence to Safety Procedures, Rules, Regulations & Restrictions

- 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 Applicable Laws
- 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, Aadhaar Regulations 2016 and 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 at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.

## 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 GCC 3.2.2 of this Contract.

#### 3.12 MISCELLANEOUS PROVISIONS

- 1. The Agreement shall at all times be governed by the provisions of the Aadhaar Act, 2016 and Rules and Regulations framed there under including and any statutory amendment/modification therein (hereinafter called as "Act"). If the Service Provider contravene any provisions of Act, 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 Project.
- 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 20% of the Contract Value of work at the time of signing of the Contract.
- 6. The Service Provider shall at all times indemnify and keep indemnified the Purchaser

against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like.

- 7. All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 8. All materials provided to the Purchaser by Bidder are subject to public disclosure laws such as RTI etc.
- 9. 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.
- 10. The Contract Value shall be as discovered in BOQ\_XXXX.xls and the same shall be updated in Section 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 an Audit service agency to assist UIDAI in Auditing the QC work undertaking by Aadhaar Data Quality Check service agencies through this RFP.

Aadhaar Data Quality Audit Service Agency (ADQASA) shall carry out the Audit of quality check work undertaken by the two ADQCSAs on-boarded for Quality check of both fresh enrolments and updates in existing Aadhaar number from assisted mode. ADQASAs will be hired initially for a period of two years which may be extended for another two years on year on year basis as per terms & conditions given in the General Terms & conditions of the contract. UIDAI has established standard mechanism and processes for undertaking the Quality Audit of the QC work of Aadhaar Data undertaken by ADQCSAs as and when enrolment or update is requested in the system by residents. 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 (Clause 5.1.12), this is likely to change during the contract period. ADQASA shall audit packets disposed by QC operators of ADQCSAs to check the accuracy in QC work.

# 4.1.2 Scope of Work for ADQASAs

- 1. It is proposed to outsource Quality Audit of packets disposed by two ADQCSAs (on boarded to undertake Quality check of daily enrolments and updates) to Aadhaar Data Quality Check Audit Agency (ADQASA).
- 2. It is proposed to outsource 10% of the overall Quality check work undertaken by ADQCSAs to ADQASA. However, UIDAI may increase or decrease the percentage of outsourcing during the contract period by giving sufficient notice period of min 60 days. Language wise volumes of both enrolments and updates for QC have been provided in the succeeding paragraphs. The enrolment and update counts given are indicative only and the actual counts of enrolment/update for QC may increase or decrease during the contract period.
- 3. ADQASA shall provide the services to undertake the data quality Audit of packets disposed by Aadhaar data quality Check service agencies (ADQCSA) on resident enrolment/update data. For this purpose, ADQASA shall establish and manage exclusive Data quality Audit centers, establish secure data connectivity with the UIDAI systems, deploy its manpower to undertake the audit services, ensure security at the ADQASA premises and manage operations as per the Guidelines/ instructions provided by UIDAI from time to time.
- 4. Quality Audit would include validation of the decision taken by QC operators of ADQCSAs against the UIDAI QC guidelines. Each packet would include resident details 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,. 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.
- ADQASAs should carry out Quality Audit check out as per processes established by UIDAI. The Quality Audit does not have any implication on the decision of the packet taken by the QC Operator. Audit will be done in four stages which is detailed in Section V as Annexure XV clause 5.1.15. During Audit, Audit Operators to check whether the disposition of the packet by ADQCSA is as per UIDAI guidelines. In the first stage, the packets identified for Audit is checked by Audit operators. In case if the disposition on the packet in Stage 1 Audit is different from the disposition taken by QC operator, then the packet is considered to be in error. All error packets from Stage 1 moves to Stage 2 of Audit process, where all such error packets are shared with respective ADQCSAs for review of the Audit decisions. The ADQCSA may accept or reject the Audit decision. An Audit packet will move to Stage 3 of Audit process in case if QC Reviewer rejects the decision with valid justification. In such cases the packet will be checked again by QC Audit reviewer to check whether the decision of Audit operator or the vendor reviewer based on justification is correct. All cases where the Audit reviewer rejects the review of ADQCSA are checked by UIDAI/GRCP in Stage 4 and the decision of UIDAI/GRCP shall be final. Detailed QC & Audit process has been included in Section V as Annexure XV clause 5.1.15.
- 6. Audit agency shall undertake the Audit as per the guidelines, SoPs, and its addendums as issued by UIDAI from time to time. UIDAI shall have right to continue to revise the guidelines and

- Audit related processes including error codes/list during the currency of the contract, without any financial effect.It is important that ADQCSAs adhere to the timelines and related SLA as detailed in section 4.2 Service Level Agreements.
- 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/Quality Audit 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 work. This may result in increase or decrease in QC/Audit effort on part of the operators without any financial effect. Inter alia rate per packet of QC Audit with document shall remain unaffected due to change in application.
- 9. ADQASA 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. During the course of the contract, UIDAI may decide to offer additional Audit work with similar scope of work at the same terms and conditions and rate of the contract. This shall be dealt through the Change Request procedure as defined at Appendix XX( Section 5.2.4)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 the agency. In case of any change is ordered, Contract Value as mentioned at 3.6.1 of Section III shall stand modified accordingly.
- 11. 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 QC process

- 1. Quality Check may be broadly divided into 4 categories Enrolment, Update, Biometric Exception Check and Demographic Duplicate Check.
- 2. 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.
- 3. 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.
- 4. Each Biometric Exception check packet consists of a set of resident photo and exception photo to be verified.
- 5. 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.
- 6. The Quality Check is a 3 step process where packets are checked independently by two separate QC operators at level 1 & level 2. In case if the decision of QC operators at Level 1 & Level 2 matches then the packet moves out of QC. In case of a difference in disposition of QC operators at Level 1 and Level 2, then the packet is checked again by a QC reviewer at Level 3. The decision of QC operator at level 3 is final.
- 7. UIDAI is revamping the QC application, which shall be deployed in line with the commencement of operations by new ADQASA. However, 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.
- 8. A detailed over view of the QC process is provided in Section V as Annexure XV clause 5.1.15

# 4.1.4 QC Audit process

- 1. Quality Audit of Enrolment and update may consist of a maximum 4 Stages depending on the final decisions of QC operator and Audit operator.
- 10% packets are picked up at random from the packets which are disposed by QC operators of ADQCSAs. Audit operators check whether the packets disposed by ADQCSA is as per the QC guidelines of UIDAI.
- 3. Stage 1 Audit : (Responsibility ADQASA)
  - Audit packets are checked independently by two separate Audit operators at level 1 & level 2 and their disposition on the packet is compared.
  - 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 operators disposition.
  - 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 operators disposition.
  - 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'.
  - 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.
- 4. Stage 2 Audit (Responsibility ADQASA)
  - Packet identified as having error after Stage 1 of Audit process is sent to the respective ADQCSA for their review of the Audit disposition.
  - The ADQCSA may accept or reject the Audit decision. If the Audit decision is accepted by ADQCSA, then the packets moves out of QC as 'ADQCSA Error'.
  - An Audit packet will move to Stage 3 of Audit process in case if ADQCSA QC Reviewer rejects the Audit disposition with valid justification.

# 5. Stage 3 Audit (Responsibility – ADQASA)

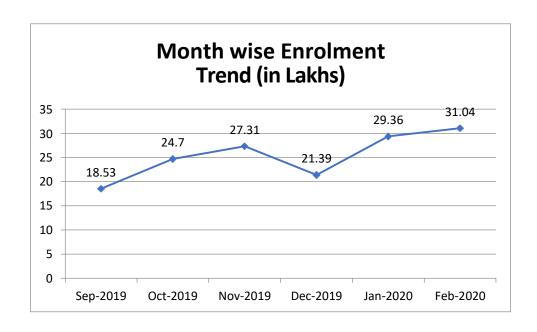
- Audit packets where ADQCSA rejects the Audit decision moves to Stage 3 of Audit process.
- Such Packet will be checked again by QC Audit reviewer to check whether the decision of Audit Operator or the ADQCSA reviewer based on justification is correct.
- The Audit reviewer may accept or reject the Audit disposition. If the QC Audit reviewer
  accepts the Audit disposition (Implying ADQASA rejects the ADQCSA's review), then the
  packet is in Error and moves for final decision by UIDAI/GRCP.
- If the ADQCSA Audit reviewer rejects the Audit disposition, then the packet is not in Error and moves out of Audit as 'ADQASA Error'.

# 6. Stage 4 Audit ( UIDAI / GRCP)

- Packets where Audit disposition is accepted by Audit reviewer (Where Audit reviewer does not agree with ADQCSA review) is checked again by UIDAI/GRCP and UIDAI/GRCP decision on the packet shall be final.
- If the Audit disposition is accepted by UIDAI/GRCP, the packet moved out of Audit as "ADQCSA Error"
- If the Audit disposition is rejected by UIDAI/GRCP, the packet moved out of Audit as "ADQASA Error"
- 7. A detailed over view of the QC & Audit process is provided in Section V as Annexure XV clause 5.1.15

# 4.1.5 Enrolment process and envisaged volume

- 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.
- 6. Below is the trend with respect to enrolment. Table for language wise trend is provided at the Annexure XIII of this RFP . 10% packets shall be randomly sampled for audit.



# 4.1.6 Aadhaar data update and envisaged volume

- 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. However only update through the Enrolment centers through assisted
  mode is in scope for ADQASA as of now.
- 2. 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.
- 3. Below is the trend with respect to Aadhaar Data updates. 10% packets shall be randomly sampled for audit.

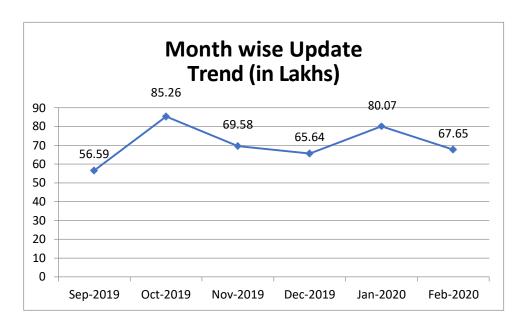


Table for language wise trend is provided at the **Annexure XIV** of this RFP

# 4.1.7 Estimated total Volume and scope of work

- The cumulative estimated volume for Audit for a 2 year period shall be 2.32 Cr packets.
  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	ate CELC		Demographic Duplicate(DDC)	Enrolment	
67%	8%	0.18%	0.53%	24.22%	

3. UIDAI shall publish language wise **Daily Target** for Audit vendor during the first week of every quarter(Qn), which will be applicable for the next quarter(Qn+1). This Daily Target shall be; 10% of the average daily packets allocated in the previous Quarter{(Qn-1)/90} (last 3 months) or 10% of 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 para). ADQASA 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. Immediately on signing the contract, UIDAI will publish the Daily Target (Language Wise) to be applicable to ADQASAs in 1<sup>st</sup> Quarter of the operations.
- 4. ADQASAs shall have to complete all packets in 24 Hrs as per the SLA.
- 5. It is expected that there will be fluctuations both in the enrolment and update volumes owing to events and future policy decisions. ADQASAs will need to cater for such fluctuations.
- 6. TAT SLA shall be applicable from the 2<sup>nd</sup> Month of operations. All other SLAs shall be applicable from 1<sup>st</sup> day of commencement of Audit operations.

# 4.1.8 Hire & Train Manpower for QC and Audit

#### 4.1.8.1 Hiring Manpower - ADQASA

- 1. The ADQASA shall hire manpower to undertake QC Audit operations as per the guidelines prescribed by UIDAI.
- 2. This would include but not limited to stage 1 & stage 3 of QC audit
  - a) Audit Operator(Level 1 as well as Level 2): Operators shall be employed by ADQASA to execute the Audit at the centre and should satisfy the following criteria: The person should be of age 22 years and above.
    - i. The person should be of age 22 years and above.
    - ii. Minimum educational qualification BE/B.Tech/MCA
    - iii. The person should have a complete understanding of operating a computer and should be comfortable with local language keyboard and transliteration.
    - iv. The person must undergo QC training and shall undertake test given by UIDAI.
    - v. Only a person who has successfully passed the test from UIDAI shall be allowed to do the QC process.
  - b) QC Audit Reviewer( Level 3 & Stage 3) 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 and above.
    - ii. Minimum educational qualification B.E/B.Tech/MCA.
    - 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 Audit training and shall undertake test given by UIDAI.
    - vi. Only a person who has successfully passed the test from UIDAI shall be allowed to do the QC Audit Reviewer process.

- c) <u>Audit Trainer</u>: ADQASA should deploy one trainer per language or multiple language for training of QC resources at each centre. Count of trainers at each centre shall be minimum 5% of the total count of QC operators deployed at each centre. In addition to training, these resources can undertake QC operations during their spare time. The trainers will be responsible for training the Audit Operators & Audit reviewers and clarifying their doubts. 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 and above.
  - ii. Minimum educational qualification B.E/B.Tech/MCA.
  - iii. Minimum 05 years of experience.
  - iv. The person should be able to conduct training sessions and prepare training PPTs.
  - v. The person must pass the QC test by UIDAI.
- d) <u>Operation Coordinator</u>: ADQASA should deploy two resources one each at UIDAI HQ Delhi and one at Tech Centre Bangalore for coordination of QC Audit operations. The person will be responsible for coordination of QC Audit operations with UIDAI.
  - i. The person should be of age 27 years and above.
  - ii. Minimum educational qualification B Tech(Computer science/ECE/IT)/MCA.
  - iii. Minimum 07 years of relevant IT experience.
  - iv. Interview shall be conducted by UIDAI and only candidates approved by UIDAI shall be deployed at UIDAI.

#### 4.1.8.2 Pre requisites for all resources before deployment

- 1. Before starting work as an Audit Operator and Audit Reviewer ADQASA 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. Organizing this training will be the responsibility of the ADQASA.
  - c. The resource has undertaken the test given by UIDAI and has passed the test by UIDAI. Test will be on UIDAI portals. All other expenses shall be borne by the vendor. UIDAI will not charge any fee for the test.
  - d. Only person who has successfully passed the test from UIDAI shall be allowed to do the Quality audit process.
  - e. The resource should have been activated/ login ID should be created, in accordance with UIDAI guidelines, prior to commencing. The ADQASA will be required to have a unique Resource ID for each, to activate them.
  - f. ADQASA 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.

# 4.1.8.3 Training of Manpower

- 1. The ADQASA shall identify resources to employ for the operations, get them trained.
- 2. The ADQASA shall employ Audit trainers. Audit trainers shall undergo training at UIDAI as per its schedule. These Audit trainers shall be responsible for training of Audit Operators and Audit reviewers of ADQASA and clarifying any doubts and queries of Audit operators & Audit reviewers.
- **3.** ADQASAs will develop and deploy robust system for regular updation of its Auditors on new QC guidelines and other instructions from UIDAI. The process shall be monitored by UIDAI.
- 4. The ADQASA providing 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.
- **6.** UIDAI will conduct a test for QC operators meant for audit.
- **7.** Only a person who has successfully passed the test from UIDAI shall be allowed to do the QC audit process

# 4.1.8.4 Conduct Quality Audit Operations as per Standard Processes

- 1. The ADQASA would use the software provided by the UIDAI for QC 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 ADQASA once on board.
- 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. ADQASA 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. ADQASA 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.

# 4.1.8.5 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	<ul> <li>a. Undertake QC and verify the data as per the procedure and criterion established by UIDAI from time to time with due diligence</li> <li>b. Track the timely disposal of requests</li> <li>c. Undertake dispute resolution by Reviewer in case of difference between disposition by two operators</li> <li>d. Provide timely inputs to UIDAI on any special observations during processing</li> </ul>				
UIDAI-HQ	<ul><li>a. Provide necessary process and guidelines for request verification</li><li>b. Monitor entire process of QC operations</li></ul>				
Third party Auditor(ADQASA)	a. Conduct audit of the request based for sample cases(% of sample is 10% which can be increased or decreased as per UIDAI decisions), based on the languages				
Managed Service provider (MSP) /SDA (Software Development Agency )/MSAP ( Managed Service Application provider)	<ul> <li>a. Provide the application and technical support to the ADQASA</li> <li>b. Undertake any technology changes as desired by the UIDAI-HQ</li> <li>c. Provide training to the ADQASA personnel for any changes in the QC application</li> <li>d. Generate/verify the MIS for the SLA management</li> </ul>				

# 4.1.8.6 Responsibilities of the stakeholders

# a) 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:

#### **UIDAI-HQ**

- 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 Orders, wherever necessary, on policy issues.
- f. Provisioning for the training of the ADQASA master trainers in the processes for the QC
- g. Conduct the IEC for various changes which affect the residents with regards to QC.

## b) Responsibilities of the Agency (ADQASA)

- a. Establish exclusive QC audit 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 audit processing centers for the enrolment and update requests.
- c. Set up the required infrastructure at the location of the Quality Audit (QA) center(s). Keeping in mind the multi-language skill required for the processing, the ADQASA may propose to set-up the center at multiple locations (Maximum of 02 centers across the country).
- d. Establish the secure MPLS/P2P connectivity of adequate bandwidth between QA centers and the UIDAI systems as per the UIDAI's security protocols.
- e. Maintaining standards-based documentation and records for all the aspects of the processes for UIDAI to audit and inspect
- f. Ensure that the performance is in conformity with the SLA.
- g. 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

# c) Responsibilities of MSP /MSAP

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

#### 4.1.8.7 ADQASA – QC Audit centers

- 1. ADQASA shall establish QC Audit centers at maximum of 02 locations.
- 2. Before commencement of operation all proposed QC Audit Centres shall be jointly inspected by UIDAI and the agency officials. ADQASA 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 operations.

- 3. Each QC Audit centre must adhere to following(To be ensured/provided by ADQASA):
  - a. It should be an enclosed secure Area exclusively used for Aadhaar QC Audit 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 six months. Live CCTV feed to be made available to UIDAI over internet/MPLS/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. ADQASA shall provide Workstation for the resources (Chairs and Work Desk)
- 2. ADQASA shall ensure Proper Lighting, Notice Board, Drinking Water, crèche, welfare rooms and Washroom Facility for the resources.

#### D. Security of Premises:

- 1. ADQASA shall provide Physical Security through guards.
- 2. Shall deploy CCTV Cameras with recording with facility to livestream the videos to UIDAI over internet/MPLS/P2P.
- 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. ADQASA 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.

# 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 vendor shall be measured in terms of the Service Level Agreement (SLAs) defined hereunder. The TAT SLA parameters provided below in the Service Level Agreement shall be applicable from the 2<sup>nd</sup> month of 1<sup>st</sup> Quarter after commencement of QC operations by ADQASAs. All other SLAs shall be applicable from the 1<sup>st</sup> day of commencement of operations.

# 4.2.1 Turn Around Time (TAT) SLA

- 1. UIDAI shall publish language wise **Daily Target** for ADQASA during the first week of every quarter(Qn), which will be applicable for the next quarter(Qn+1). This Daily Target shall be; 10% of the average daily packets allocated in the previous Quarters(Qn-1)/90} (last 3 months) or 10% of 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 above). ADQASA 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. 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 ADQASA, 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 target and upto and including three times the daily target. This way 96 Hours ,120 hours and so on are allocated to additional allocations.
  - 2.1. For Example, on Day 1, 240 packets are allocated and on Day 2, 110 packets are allocated with a daily target of 100 packets.
    - 2.1.1. For 240 packet allocated on Day 1, first 100 packets will have a PCT of 24 Hrs ,  $2^{nd}$  100 packets will have a PCT of 48 Hrs and remaining 40 packets will have a PCT of 72 Hrs.
    - 2.1.2. 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.
  - 2.2. Additional example having daily allocation for 15 days is as below( the example is indicative only):

S No	Daily	100							
	Target	packet s							
		-		DAILY PACKET ALLOCATON ( PCT)					
	Day	Daily Packet Alloca tion on each day	Packe ts with PCT as 24 Hrs	Packet s with PCT as 48 Hrs	Packets with PCT as 72 Hrs	Packe ts 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	

- 3. ADQASA is expected to clear the packet within the Packet Clearance Time(PCT). PCT for stage 1 and stage 3 shall be derived as detailed in section 4.2.1.2. No recovery is applicable if the packet is cleared within the allocated PCT by the vendor at each stage ie stage 1 and stage 3.
- 4. Turn Around Time (TAT) is calculated as the time from the packet is allocated to the vendor to the time the packet is cleared by the vendor. TAT for Audit of a packet shall be calculated at two Stages: (i)Stage 1 and (ii)Stage 3. For stage 1 TAT shall be calculated from the time the packet is allocated to the ADQASA queue to the time the packet is cleared from the stage 1. For stage 3 TAT to be calculated from the time the packet is allocated to the ADQASA queue for Audit review (after ADQCSA review) to the time the packet is cleared from the ADQASA audit review level. TAT for each packet at each stage shall be less than PCT. If TAT at Stage 1 & Stage 3 exceed the PCT, then the time over and above PCT for Stage 1, Stage 3 shall be used to calculate the SLA recovery for stage 1 and stage 3.

5. TAT SLA will be applicable as per table below.

Audit	TAT for Audit review exceeds	10% of rate per packet for delay of every 24
TAT	by 24 Hrs of the PCT	Hrs or part thereof as detailed in section
		4.2.2.2

- 6. Example for TAT SLA calculation:
  - 6.1. 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.
  - 6.2. 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.
  - 6.3. 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.
  - 6.4. 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.
- 7. 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 Audit SLA

- 1. Errors in packets disposed by Auditor operators shall be counted towards quality error. Packets disposed by ADQCSAs are audited by Audit operators and whenever the final disposition( correct/incorrect) of the packet by Audit operator does not match with the QC operator, the packets will be sent for review to ADQASA reviewer. All packets where ADQCSA has challenged the audit decision and the challenge has been approved by the ADQASA Audit reviewer shall be counted as quality audit error for ADQASA. All packets where the challenge has been rejected by ADQASA Audit reviewer shall be decided upon by UIDAI/GRCP and the decision of UIDAI shall be final. In such cases, if the challenge of ADQCSA reviewer is accepted by UIDAI then it shall be counted as quality audit error of ADQASA and if the challenge is rejected by UIDAI, then it shall be counted as quality error for ADQCSA.
- 2. Quality Error for ADQASA shall be calculated as QC Audit Error% (QAE) = (Count of packets where decision of Audit Operator is reversed/Total count of packets Audited in the quarter)\*100. Accuracy shall be [100% QC Audit error % (QAE)].

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

Accuracy	Quality Audit SLA recovery
More than 99.9%	Quality Audit Error% * Total invoice value per Quarter
More than 99.5% but upto and including 99.9%	Quality Audit Error% * 5 * Total invoice value per Quarter
More than 99% but upto and including 99.5%	Quality Audit Error% * 10 * Total invoice value per Quarter
Less than and including 99%	Quality Audit Error% * 20 * Total invoice value per Quarter
Eg If QA Error % is 99.3%	Applicable Quality SLA Penalty = 0.7%*10*Total Quarterly Invoice amount/value

(Total Quarterly Invoice Amount/Value= Rate per packet for Quality Audit with documents (without tax) \* total no of packets Audited in that Quarter)

#### 4.2.3 Grave Error SLA

- 1. UIDAI has defined certain errors as Grave Errors.
- 2. Based on audit & Vendor review process as defined in clause 4.2.2.1, all Grave error cases not detected or wrongly marked during QC Audit 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 ADQASAs.

## 4.2.4 Cumulative Quarterly SLA

- 1. Cumulative Quarterly SLA recovery for the quarter shall include recoveries on account of TAT SLA (stage 1 and stage 3), Quality Audit SLA, Grave Error SLA.
- 2. SLA recoveries shall be calculated on quarterly basis and one or more SLA recovery will be levied concurrently.
- 3. The overall cumulative SLA recovery for the entire duration of the contract shall not exceed 20% of the work done during the entire duration of the contract. Work done during the contract would be cost of total number of packets audited during the contract [total number of packets Audited\* Rate per packet(without tax)].
- 4. Cumulative Quarterly SLA shall be capped at 20% 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.
- 5. For any two consecutive quarters, if the Cumulative quarterly SLA recovery has breached the Maximum quarterly cap of 20%, in that case, capping will be stepped up to 25% in the third quarter.
- 6. For any three consecutive quarters, if the Cumulative quarterly SLA recovery has breached the Maximum quarterly cap of 20%, in that case, capping will be stepped up to 30% in the fourth quarter.

# 5. SECTION-V – ANNEXURES AND APPENDICES

# 5.1 ANNEXURES:

Annexure	Form No	Description
Annexure I	FORM 1	Pre Qualification Checklist
Annexure II	FORM 2	Pre-Qualification Bid Format
Annexure III	FORM 3	Technical Evaluation Checklist
Annexure IV	FORM 4	Past Experience in similar projects
Annexure V	FORM 5	Technical proposal cover letter
Annexure VI	FORM 6	Blank
Annexure VII	FORM 7	Commercial quote as per scope of work
Annexure VIII	FORM 8	Format for statement of deviation from scheduled requirements
Annexure IX	FORM 9	Acceptance of Terms and conditions of the RFP
Annexure X	FORM 10	Performa for submitting written queries
Annexure XI	-	UIDAI Information Security Guidelines for Third party (ADQASA)
Annexure XII	-	List of Documents for Verifying Pol, PoA & DoB
Annexure XII	-	Language wise enrolment data
Annexure XIV	-	Language wise Update data
Annexure XV	-	Over view of the QC process

# 5.1.1 ANNEXURE I: FORM 1 - Pre-Qualification Checklist

Ref. RFP Clau se	Eligibility Criteria	Documentary Proof Required	Upl oa- ded (Y/ N)	Page No. of bid	Key details of submitted documents	
2.2.1	Non Disclosure Agreement	Format as per Appendix XXI FORM 21			Date of submission of NDA	
2.2.1 .5 (1)	Bid Securing declaration	Bid Securing declaration ANNEXURE XXII FORM 22			Date of declaration	
2.2.1	Legal Entity/	Self-declaration by			Name of Organization	
.5 (2)	Registration of Company	authorised signatory			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 .5 (3)	Registration with Tax Authorities	Self-certification declaration on companies letter head			Date of declaration	
2.2.1 .5 (4)	Revenues from Services	Annual Financial Statements for income from Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES			Revenue from Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES FY '16-'17	

Ref. RFP Clau se	Eligibility Criteria	Documentary Proof Required	Upl oa- ded (Y/ N)	Page No. of bid	Key details of submitted documents									
					Revenue from Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES FY '17-'18  Revenue from Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES FY '18-'19									
		Turnover Certificate from Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES	from Manpower supply (Manpower	from Manpower supply (Manpower	from Manpower supply (Manpower	from Manpower supply (Manpower	from Manpower supply (Manpower outsourcing)/BPO	from Manpower supply (Manpower outsourcing)/BPO	from Manpower supply (Manpower outsourcing)/BPO	from Manpower supply (Manpower outsourcing)/BPO			Issuer of certificate  Date of issue of certificate	
					Revenue from Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES FY '16-'17									
					Revenue from Manpower supply (Manpower outsourcing)/BPO services/back end									

Ref. RFP Clau se	Eligibility Criteria	Document Required	ary Proof	Upl oa- ded (Y/ N)	Page No. of bid	Key details of submitted documents	
						processing/data entry/data verification/ITES FY '17-'18  Revenue from Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES FY '18-'19	
2.2.1 .5 (5)	Manpower	of the bidd minimum 5 employees as on last o previous m closing dat	on it pay roll date of nonth of e of bid duly counter company			Date of declaration	
2.2.1 .5 (6)	Bidder Experience in India	Project 1	PO/WO Client			Project Name PO/WO No. PO/WO Date PO/WO Value	
			certificate			Client Name  Current status of project  Date of certificate	
			Authorized			Total value of PO/WO	Dogg   70

Ref. RFP Clau se	Eligibility Criteria	Document Required		Upl oa- ded (Y/ N)	Page No. of bid	Key details of submitted documen	
			Signatory certificate			Scope of PO/WO  Project commencement date  Project completion date  Current status of project  Overall cost of Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES	
			NDA copy			NDA Date	
		Project 2 PO/WO  Client certificate	PO/WO			Project Name PO/WO No. PO/WO Date PO/WO Value	
			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	

Ref. RFP Clau se	Eligibility Criteria	Documentary Proof Required		Upl oa- ded (Y/ N)	Page No. of bid	Key details of submitted documents	
		Project 3	NDA copy PO/WO			Project completion date  Current status of project  Overall cost of Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES  NDA Date  Project Name  PO/WO No.  PO/WO Date  PO/WO Value  Client Name	
	Auth	certificate  Authorized			Current status of project  Date of certificate		
		Signatory certificate			Total value of PO/WO Scope of PO/WO Project		
					commencement date  Project completion date  Current status of project		

Ref. RFP Clau se	Eligibility Criteria	Documentary Proof Required		Upl oa- ded (Y/ N)	Page No. of bid	Key details of submitted documents	
						Overall cost of Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES	
2.2.1 .5 (7)	Blacklisting	NDA copy Self-declaration				NDA Date  Date of declaration	
2.2.1 .5 (8)	ISO certification	Copy of ce	rtificate			Date of Certificate	
2.2.1 .5 (9)	Facility	Self-declar	ation			Date of declaration	
2.2.1 .5(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 certifying that the person(s) who signed the bid is an authorized person on behalf of company.				Name of Authorized Signatory Date of Authorization	

(Signature)	
Authorized Signatory	
Name:	
Designation:	
Office Seal:	
Place:	
Date:	

# $5.1.2\ \ ANNEXURE\ II: FORM\ 2-Pre-Qualification\ bid\ format-General\ information\ about\ the\ bidder$

General Information						
Particulars	Details to be Furnished					
Details of the Bidde	r (Company)					
Name						
Address	`					
Telephone	Fax					
E-mail	Website					
Details of Authoriz	d person					
Name						
Address						
Telephone	Email					
Details of Authoriz	d person					
Name						
Address						
Telephone	Email					
	Details of the Bidder  Name  Address  Telephone  E-mail  Details of Authorized  Name  Address  Telephone  Details of Authorized  Name  Address					

(Signature) Authorized Signatory			
Name:			
Designation:			
Office Seal:			
Place:			
Date:			

# 5.1.3 ANNEXURE III: FORM 3 Technical Evaluation Checklist

Ref. RFP Clau se	Eligibility Criteria	Documentary Proof Required	Upl oa- ded (Y/ N)	Pag e No. of bid	Key details of submitted documents	
2.3.1 (1.1)	Revenues from Services	Average annual turnover from Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES as per audited financial statements			Revenue from Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES FY '16-'17  Revenue from Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES FY '17-'18  Revenue from Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES FY '18-'19	
		Average Annual Turnover Certificate from Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES ( By statutory Auditor/			Issuer of certificate  Date of issue of certificate  Revenue from Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data	

Ref. RFP Clau se	Eligibility Criteria	Documentary Proof Required		Upl oa- ded (Y/ N)	Pag e No. of bid	Key details of submitted documents	
		Company S Chartered	Secretary / Accountant)			verification/ITES FY '16- '17  Revenue from Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES FY '17- '18  Revenue from Manpower supply (Manpower outsourcing)/BPO services/back end processing/data	
						entry/data verification/ITES FY '18- '19	
2.3.1	Experience of	Project 1	PO/WO			Project Name	
(1.2)	execution/completion of similar projects					PO/WO No.	
	in Manpower supply (Manpower					PO/WO Date	
	outsourcing)/BPO					PO/WO Value	
	services/back end processing/data		Client certificate			Client Name	
	entry/data verification/ITES in		certificate			Current status of project	
	last 7 years ending					Date of certificate	
	on last date of previous month of		Authorize d			Total value of PO/WO	
	closing date of bid		Signatory			Scope of PO/WO	
	submission [In case of more than 5		certificate			Project commencement date	

Ref. RFP Clau se	Eligibility Criteria	Documentary Proof Required		Upl oa- ded (Y/ N)	Pag e No. of bid	Key details of submitted documents	
	projects, row may be added to include details]					Project completion date  Current status of project  Overall cost of Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES	
		Project 2	NDA copy PO/WO			NDA Date Project Name PO/WO No. PO/WO Date PO/WO Value	
			Client certificate			Client Name  Current status of project  Date of certificate	
			Authorize d Signatory certificate			Total value of PO/WO  Scope of PO/WO  Project commencement date  Project completion date	
						Overall cost of Manpower supply (Manpower outsourcing)/BPO services/back end processing/data	

Ref. RFP Clau se	Eligibility Criteria	Documentary Proof Required		Upl oa- ded (Y/ N)	Pag e No. of bid	Key details of submitted documents	
						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	
			certificate			Current status of project	
						Date of certificate	
			Authorize			Total value of PO/WO	
			d Signatory			Scope of PO/WO	
			certificate			Project commencement date	
						Project completion date	
						Current status of project	
						Overall cost of Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES	
			NDA copy			NDA Date	
		Project 4	PO/WO			Project Name	
						PO/WO No.	

Ref. RFP Clau se	Eligibility Criteria	Documentary Proof Required		Upl oa- ded (Y/ N)	Pag e No. of bid	Key details of submitted do	ocuments
						PO/WO Date	
						PO/WO Value	
			Client certificate			Client Name	
			certificate			Current status of project	
						Date of certificate	
			Authorize			Total value of PO/WO	
			d Signatory			Scope of PO/WO	
			certificate			Project commencement	
						date	
						Project completion date	
						Current status of project	
						Overall cost of Manpower supply (Manpower 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			Client Name	
			certificate			Current status of project	
						Date of certificate	

Ref. RFP Clau se	Eligibility Criteria	Document Required	ary Proof	Upl oa- ded (Y/ N)	Pag e No. of bid	Key details of submitted do	ocuments
			Authorize d Signatory certificate			Total value of PO/WO  Scope of PO/WO  Project commencement date  Project completion date  Current status of project  Overall cost of BPO services/back end processing/data entry/data verification/ITES  NDA Date	
2.3.1 (1.3)	Existing employees on the pay roll of the bidder as on last date of previous month of closing date of bid submission.	HR head an countersig authorised mentioning	nd ned by signatory g the number ees on its pay ast date of nonth of e of Bid			Date of declaration	

Ref. Eligibility Criteria RFP Clau se	Documentary Proof Required	Upl oa- ded (Y/ N)	Pag e No. of bid	Key details of submitted de	ocuments
2.3.1 Existing language capabilities of carrying out Manpower supple (Manpower outsourcing)/BPO services/back emprocessing/data entry/data verification/ITES services in Assamese, Bengali, English Gujarati, Hind Kannada, Konkan Malayalam, Manipuri, Marath Nepali, Oriya Punjabi, Tamil Telugu and Urd with respect to number of resource with the bidder (can be at multiple locations)  The minimum number of existing resources for respective language shall be as under:  (i) Hindi/English Minimum 40 Resources each	f 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	

	(ii) Gujarati/Marathi/Ma layalam/Tamil/Kanna da/Telugu — Minimum 4 resources each (iii) Remaining languages — Minimum 2 resources each				
2.3.1 (2.2)	Current infrastructure with seating capacity of at least 150 persons or more	Self-Certification		Details of Location 1  Details of Location 2	
2.3.1 (3)	Presentation by Bidders on parameters	Copy of complete presentation			

Authorized Signatory		
Name:		
Designation:		
Office Seal:		
Place:		
Date:		

# 5.1.4 ANNEXURE IV: FORM 4 - Project Execution Experience

(Serial no 6 of table at para 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))

S. No	Item	Details							
Gener	General Information								
1	Customer Name/Government Department								
2	Name of the Contact Person and Contact details for the project								
Projec	t 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 c	description of scope of project: Please provide scope of work								
Size of	f the project								
11	PO/WO Value of the project (in lakhs)								
12	Total cost of the Manpower supply (Manpower outsourcing)/BPO services/back end processing/data entry/data verification/ITES (India Operations)								
Name	rized Signatory : nation:								

5.1.5 ANNEXURE V: FORM 5 -Technical Proposal Cover Letter
[Date]
CEO ,
UIDAI,
Dear Sir,

Ref: RFP: ADQASA 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 the RFP for the ADQASA to meet such requirements and provide such services as required are set out in the tender document.

We attach hereto the tender technical response as required by the tender document, which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule for providing Services in under the RFP) or such adjusted plan as may subsequently be mutually agreed between us and UIDAI or its appointed representatives.

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 finalised for the due performance of the contract.

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 document 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.

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.

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	2020
(Signature)		
(In the capacity of)		
Duly authorized to sign	the Tender Res	ponse 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

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# 5.1.7 ANNEXURE VII: FORM 7 – Commercial Quote as per scope of work

Commercial Quote (Rs.)							
Particular (A)	Unit Rate INR (B)	Taxes INR (C)	Total Cost (including Tax) INR (D)				
1. Quality Audit with documents							
( rate per packet)		ive format for BOO y BOQ_XXXX.xls to	_				
( Scope of Work as per RFP)							

Contract Value(nothing to be filled up)

Dated this Day of **2020** 

(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) from Scheduled

	Requirements							
[Date]								
CEO, UIDAI,								
Door Cir								
Dear Sir	,							
Ref: RFI	P: ADQASA -ref. no F. No Dated							
We hav	e made no deviations to bid document.							
Dated ti	nis Day of <b>2020</b>							
(Signatu	re)							
Duly authorized to sign the Tender Response for and on behalf of:								
(Name and Address of Company)								
Seal/Sta	mp of bidder							

5.1.9 ANNEXURE IX: FORM 9 - Acceptance of Terms and Condition of the RFP [Date]
CEO, UIDAI,
Dear Sir,
Ref: RFP: ADQASA -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 services as required and outlined in the RFP for the ADQASA to mee
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 the 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 <b>2020</b>
(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 or word format only at the given e-mail address)

## RFP for 'RFP FOR AADHAAR DATA QUALITY AUDIT SERVICE AGENCIES

				nej. No. XX	xx	<del>_</del>
Name of Firm/Company:				Name of contact person:		
Email:				Mobile:		<u>-</u>
	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 (ADQASA)

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

#### I. Human Resources

- 1. The ADQASA shall appoint a SPOC for all information security related activities and communications with UIDAI.
- 2. ADQASA support personnel shall provide the information regarding the background such as education, criminal record, employment history, police verification etc of all the resources deployed in the project including support staff and provide 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 the respective personnel;
- 3. An induction as well as periodic functional and information security trainings shall be conducted for all ADQASA personnel for Aadhaar related authentication services. The training shall include all relevant security guidelines per the UIDAI information security policy for Authentication, Aadhaar Act, 2016 and Aadhaar Regulations, 2016.
- 4. Formal on-boarding and off-boarding process shall be followed for all ADQASA personnel;
- 5. All ADQASA 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 ADQASA in addition to the contractual requirements. This could be done through a self-declaration document;
  - c) Complete the functional training provided by the ADQASA prior to handling UIDAI information assets.
  - d) Complete the security awareness training as a part of the ADQASA 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

 All assets used by the ADQASA (business applications, operating systems, databases, network etc.) for the purpose of delivering services to UIDAI shall be identified. Details of the information asset shall be recorded in an information asset register and provided to UIDAI. The Agency shall keep the register up to date. UIDAI may withhold the 10% payment in case of any such breach of same or may impose a recovery of Rs. 10,000 per such violation.

- 2. The assets which are scheduled to be disposed must have a procedure as part of the disposal policy of the organization. Information systems containing UIDAI information shall be disposed-off securely only after obtaining approvals from UIDAI authorized personnel;
- 3. Before sending any equipment out for repair, the equipment shall be sanitised to ensure that it does not contain any UIDAI sensitive data;
- 4. ADQASA shall obtain the approval from UIDAI Head Information Security for the use of removable media for business purposes;
- 5. ADQASA shall not transfer any personal identifiable information (PII) such as resident name, Address, Date of Birth, gender, photo, Aadhaar Number, Enrolment number etc from removable media to any personal device;
- 6. Media containing critical and sensitive information shall be disposed-off in a secure manner as per the UIDAI media disposal procedure;
- 7. 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.
- 8. ADQASA shall implement controls to prevent and detect any loss, damage, theft or compromise of the assets.
- Authentication devices used to capture residents biometric should be STQC certified as specified by UIDAI.

#### III. Access Control

- 1. Only authorized individuals shall be provided access to information facilities (such as Authentication application, audit logs, authentication servers, application, source code, information security infrastructure etc.) processing UIDAI information;
- ADQASA operators shall access all desktops / laptops/ workstations and printers used to process UIDAI information through their unique user IDs and passwords;
- 3. ADQASA employees with access to UIDAI information assets shall:
  - a) Have least privilege access for information access and processing;
  - b) The operator must be logged out after the session is finished.
  - c) Implement an equipment locking mechanism for workstation, servers and/or network device
- 4. The QC interface shall be accessed through the unique user ID and password provided by UIDAI to the authorized personnel of the ADQASA. The "One Time Password" (OTP) received

- on the registered mobile number of the authorized ADQASA personnel shall be used to complete the dual authentication process;
- 5. 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.
- 6. ADQASA personnel shall select passwords as per the UIDAI password policy(as shared from time to time);
- 7. ADQASA 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:
  - g) Default user credentials or administrative passwords for information devices shall be changed and securely stored in a fireproof safe, which shall be enclosed in an envelope with an authorized signature and date.
- 8. Procedures shall be put in place for secure storage and management of administrative passwords for critical information systems;
- 9. Access rights and privileges to information processing facilities for UIDAI information shall be revoked within 24 hours (Business hours) of separation of respective personnel having access to such information;
- 10. Post deactivation, user IDs shall be deleted if not in use as per Exit formalities;
- 11. Access rights and privileges to information facilities processing UIDAI information shall be reviewed on a quarterly basis and the report shall be maintained for audit purposes;
- 12. 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.
- 13. Three successive login failures or as per the access control policy/password policy of the organization should result in a user's account being locked; they should not be able to login until their account is unlocked and the password reset in case of server logins. The user should 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 three consecutive login failures or as per the access control policy/password policy of the organization.

- 14. Common user IDs / group user IDs shall not be used. Exceptions shall be approved and documented where there is no alternative;
- 15. Default user credentials or administrative passwords for information devices shall be changed and securely stored in a fireproof safe enclosed in an envelope with authorized signature and date;
- 16. Access to administrative password or critical information systems password shall be controlled with an access log register (physical document register is maintained within the fireproof safe).

## 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. Avoid keeping a paper record of passwords, unless this can be stored securely;
- 4. If the passwords are being stored in the database or any other form, they should be stored in encrypted form.
- 5. Change passwords whenever there is any indication of possible system or password compromise;
- 6. Complex passwords shall be selected with a minimum length of 8 characters, which are:
- 6.1 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.;
- 6.2 Free of consecutive identical characters or all-numeric or all-alphabetical groups;
- 6.3 Password should contain at least one numeric, one uppercase letter and one special character;
- 6.4 Passwords shall be changed at regular intervals (passwords for privileged accounts shall be changed more frequently than normal passwords);
- 6.5 System should not allow the use of last 5 passwords.
- 6.6 System should not allow the username and password to be the same for a particular user.
- 6.7 Users must not use the same password for various UIDAI access needs;
- 7. Passwords shall not be hardcoded in codes, login scripts, any executable program or files;
- 8. Password should not be stored or transmitted in applications in clear text or in any reversible form.
- 9. Passwords shall not be included in any automated log-on process, e.g. stored in a macro or function key;

- 10. Three successive login failures should result in a user's account being locked; they should not be able to login until their account is unlocked and the password reset. The user should contact the System Engineers/Administrators for getting the account unlocked;
- 11. The local security settings on all the systems shall be aligned and synced with the Active Directory Settings. The users shall not be provided access to modify the local security settings on the individual systems. 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.

## V. Physical and Environmental Security

- 1. ADQASA premises shall be located in a secure environment;
- 2. 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;
- 3. ADQASA production and storage facilities shall be physically secured employing a combination of physical security measures such as CCTV cameras, locked cabinets, alarm systems etc.;
- 4. ADQASA personnel shall not carry personal information processing devices such as laptops, palmtops, cameras and media devices like tapes, CDs, USB drives etc.;
- 5. Visitors' entry into ADQASA 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;
- 6. 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;
- 7. Imaging devices such as **mobile phones**, **laptops**, **cameras etc** shall not be permitted within the facility;
- 8. Visitor badges/ tokens shall be issued to all visitors to the ADQASA office;
- 9. 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;
- 10. Visitors shall be escorted by authorized personnel to enter critical information processing areas and access logs shall be maintained for audit purposes;
- 11. Lockable cabinets or safes shall be provided in the offices, rooms and information processing facilities;
- 12. Fire doors and extinguishing systems shall be deployed, labeled, monitored, and tested regularly;

- 13. 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;
- 14. 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;
- 15. Reception areas shall be manned by a receptionist(s) and/ or security guard(s) during ADQASA office hours;
- 16. All ADQASA 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;
- 17. Complete facility shall be under CCTV coverage and ADQASA will create facilities for its central monitoring including by UIDAI officials over internet.
- 18. The movement of all incoming and outgoing items shall be documented;
- 19. All equipment shall be protected from power failures and other disruptions caused by failures in supporting infrastructure;
- 20. Controls shall be designed and implemented to protect power and network cables from unauthorized interception or damage;
- 21. Information systems containing UIDAI information shall be disposed-off securely only after obtaining approval from UIDAI authorized personnel;
- 22. Before sending any equipment out for repair, the equipment shall be sanitised to ensure that it does not contain any UIDAI sensitive data.
- 23. All ADQASA personnel accessing UIDAI information assets shall be made aware of UIDAI information security policies and controls for protecting unattended equipment;
- 24. A clear desk and clear screen policy for UIDAI information processing facilities shall be adopted to reduce risks of unauthorized access and loss of and damage to information. Following shall be ensured:
  - a) Paper and computer media shall be stored in locked cabinets and/or secure enclosures when not in use;
  - b) Restricted and Confidential information and storage media shall be locked away when not required especially during non-business hours;
  - c) Screen savers or related technological controls shall be implemented to lock the screen of the information systems when unattended beyond a specified duration;
  - d) Incoming and outgoing mail points and unattended fax and telex machines shall be protected from unauthorized access during off-office hours;

- e) Printed copies shall be secured;
- f) Unused paper documents and printed papers shall be shredded.

## VI. Operations Security

#### **ADQASA Operations**

- 1. ADQASA 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. ADQASA 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 ADQASA shall be accompanied by a certificate stating that the ADQASA 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 phases activities.
- 10. ADQASA 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. All systems that connect to CIDR or handle the residents' personal data shall be secured using endpoint security solutions. At the minimum, anti-virus / malware detection software shall be installed on such systems;
- 2. Safeguards shall be implemented in the information systems to prevent the execution of malware;
- 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;
- 4. All changes to information systems and facilities processing UIDAI information shall be notified to UIDAI;
- 5. A record of all changes shall be maintained and provided to relevant stakeholders as and when required;
- 6. The Operating System as well as the QC Terminal program shall be updated with the latest security patches as and when they become publicly available;

- 7. Any changes to the operating procedure shall be notified to UIDAI. A record of all changes shall be maintained and provided to relevant stakeholders as and when required;
- 8. 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;
- 9. Regular monitoring of the audit logs shall take place and results shall be recorded;
- 10. Logs shall be monitored and analyzed for any possible unauthorized use of information systems;
- 11. 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.
- 12. Access to audit trails and event logs shall be provided to authorized personnel only;
- 13. Logs shall be protected from unauthorized access or deletion;
- 14. All computer clocks shall be set to an agreed standard and checked to make corrections to any significant variations observed;
- 15. The date and time settings of the critical servers and network devices shall be synchronized with a centralized in-house solution or NTP aligned with the relevant time zone;
- 16. 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 ADQASA ecosystem;

## VII. Communications Security

- 1. The network between CIDR and ADQASA shall be secure. ADQASA shall connect with CIDR through leased MPLS lines;
- 2. ADQASA shall ensure that the QC Terminal is dedicated for the UIDAI activities and is not used for any other activities of the ADQASA;
- 3. The QC Terminal shall be hosted behind a firewall. The firewall rules shall restrict any incoming access requests to the QC Terminal s;
- 4. The QC Terminal host shall reside in a segregated network segment that is isolated from the rest of the network of the ADQASA with the exception of the network segments which are authorized;
- 5. Passwords used for QC terminal access as well as the 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. All unwanted network services (such as FTP or Telnet) should be turned off to reduce the attack surface exposed by the devices;
- 7. All network accessible services shall be protected using passwords that are consistent with the UIDAI password policy(as shared from time to time);

- 8. 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;
- 9. 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.
- 10. Systems processing UIDAI information files shall automatically log out the operator and lock itself after a period of inactivity;

## VIII. ADQASA Centers

- 1. The network between CIDR and ADQASA shall be secure. ADQASA shall connect with CIDR through secure MPLS leased line connectivity;
- 2. Systems used by centre personnel shall be dedicated to UIDAI activities and not be used for other clients / activities of the contact centre;
- 3. Passwords of the underlying Operating System of the client host shall be consistent with UIDAI password management policy(as shared from time to time);
- 4. Systems accessing CIDR database shall automatically log out the operator and lock itself after a period of inactivity;
- 5. Users shall not use any unauthorized web-mail services or portals.

## IX. Information Security Incident Management

- 1. ADQASA shall be responsible for reporting any security weaknesses, any incidents, possible misuse or violation of any of the stipulated guidelines to UIDAI Head Information Security;
- 2. Monthly security reports shall be sent to UIDAI for tracking and review of security weakness, incidents and violation to validate the closure status;
- 3. Loss / theft of partially finished / finished products shall be reported to the local law enforcement agency and UIDAI within 24 hours.

## X. Compliance

- 1. ADQASA shall comply with all terms and conditions outlined in the UIDAI ADQASA agreement;
- 2. ADQASA shall ensure that its operations are audited by an information systems auditor certified by a recognised body on an annual basis and on a need basis to ensure compliance

- with UIDAI standards and specifications. The audit report shall be shared with UIDAI upon request;
- 3. UIDAI shall reserve right to audit systems and processes of the ADQASA on an annual basis or as needed to ensure compliance with stipulated Information Security Policy – External Ecosystem ADQASA 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 ADQASA 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;
  - d. Review the corrective action taken.
- 5. ADQASA shall use only licensed software within the UIDAI network environment. Record of all software licenses shall be kept and updated regularly;
- 6. ADQASA and their partners shall ensure compliance to all the relevant laws, rules and regulations, including, but not limited to, ISO27001:2013 Standard, Information Technology Act 2000 and 2008 amendments, Aadhaar Act, 2016 and Regulations;

## XI. Change Management

- 1. ADQASA shall document all changes to UIDAI Information Processing facilities/ Infrastructure/ processes;
- 2. All Changes shall be approved by the UIDAI management before being implemented; Change log/register shall be maintained for all changes performed.

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



27th November, 2019

# LIST OF ACCEPTABLE SUPPORTING DOCUMENTS FOR VERIFICATION

#### POI (Proof of Identity) documents containing Name and Photo

- Passport
- 2. PAN Card
- 3. Ration/ PDS Photo Card
- Voter ID
- Driving License
- Government Photo ID Cards/ Service photo identity card issued by PSU
- NREGS Job Card
- 8. Photo ID issued by Recognized Educational Institution
- Arms License
- 10. Photo Bank ATM Card
- Photo Credit Card
- 12. Pensioner Photo Card
- 13. Freedom Fighter Photo Card
- 14. Kissan Photo Passbook
- 15. CGHS/ ECHS Photo Card
- Address Card having Name and Photo issued by Department of Posts
- Certificate of Identity having photo issued by Gazetted Officer or Tehsildar on UIDAI standard certificate format for enrolment/ update
- Disability ID Card/ handicapped medical certificate issued by the respective State/ UT Governments/ Administrations
- 19. Bhamashah Card
- Certificate from Superintendent/Warden/Matron/Head of Institution of recognized shelter homes or orphanages etc. on UIDAI standard certificate format for enrolment/ update
- Certificate of Identity having photo issued by MP or MLA or MLC or Municipal Councilor on UIDAI standard certificate format for enrolment/ update
- Certificate of Identity having photo issued by Village Panchayat Head or Mukhiya or its equivalent authority (for rural areas) on UIDAI standard certificate format for enrolment/ update
- 23. Gazette notification for name change
- 24. Marriage certificate with photograph
- 25. RSBY Card
- 26. SSLC book having candidates photograph
- 27. ST/ SC/ OBC certificate with photograph
- School Leaving Certificate (SLCI/ School Transfer Certificate (TC), containing name and photograph
- Extract of School Records issued by Head of School containing name and photograph
- 30. Bank Pass Book having name and photograph
- Certificate of Identity containing name and photo issued by Recognized Educational Institution signed by Head of Institute on UIDAI standard certificate format for enrolment/ update.

 Certificate of identity containing Name, DOB and Photograph issued by Employees' Provident Fund Organisation (EPFO) on UIDAI standard certificate format for enrolment/update

#### POR (Proof of Relationship) documents containing Name of applicant and Name of HoF (Head of Family)

- PDS Card
- MNREGA Job Card
- 3. CGHS/ State Government/ ECHS/ ESIC Medical card
- 4. Pension Card
- 5. Army Canteen Card
- Passport
- Birth Certificate issued by Registrar of Birth, Municipal Corporation and other notified local government bodies like Taluk, Tehsil etc.
- Any other Central/ State government issued family entitlement document
- 9. Marriage Certificate issued by the government
- Address card having name and photo issued by Department of Posts
- 11. Bhamashah card
- Discharge card/slip issued by Government hospitals for birth of a child
- Certificate of Identity having photo issued by MP or MLA or MLC or Municipal Councillor or Gazetted Officer on UIDAI standard certificate format for enrolment/ update
- 14. Certificate of Identity having photo and relationship with HoF issued by Village Panchayat Head or Mukhiya or its equivalent authority (for rural areas) on UIDAI standard certificate format for enrolment/update

### DOB (Date of Birth) documents containing Name and DOB

- Birth Certificate
- 2. SSLC Book/ Certificate
- Passport
- Certificate of Date of Birth issued by Group A Gazetted Officer on UIDAI standard certificate format for enrolment/ update
- A certificate (on UIDAI standard certificate format for enrolment/ update) or ID Card having photo and Date of Birth (DOB) duly signed and issued by a Government authority
- Photo ID card having Date of Birth, issued by Recognized Educational Institution
- PAN Čard
- Marksheet issued by any Government Board or University
- Government Photo ID Card/ Photo Identity Card issued by PSU containing DOB
- 10. Central/ State Pension Payment Order



# LIST OF ACCEPTABLE SUPPORTING DOCUMENTS FOR VERIFICATION

- Central Government Health Service Scheme Photo Card or Ex-Servicemen Contributory Health Scheme Photo card
- School Leaving Certificate (SLC)/ School Transfer Certificate (TC), containing Name and Date of Birth
- Extract of School Records issued by Head of School containing Name, Date of Birth and Photograph
- Certificate of Identity containing Name, DÖB and Photo issued by Recognized Educational Institution signed by Head of Institute on UIDAI standard certificate format for enrolment/update
- Certificate of identity containing Name, DOB and Photograph issued by Employees' Provident Fund Organisation (EPFO) on UIDAI standard certificate format for enrolment/ update

## POA (Proof of Address) documents containing Name and Address

- Passport
- 2. Bank Statement/ Passbook
- Post Office Account Statement/ Passbook
- 4. Ration Card
- Voter ID
- Driving License
- Government Photo ID cards/ service photo identity card issued by PSU
- 8. Electricity Bill (not older than 3 months)
- 9. Water Bill (not older than 3 months)
- 10. Telephone Landline Bill (not older than 3 months)
- 11. Property Tax Receipt (not older than 1 year)
- 12. Credit Card Statement (not older than 3 months)
- 13. Insurance Policy
- 14. Signed Letter having Photo from Bank on letterhead
- Signed Letter having Photo issued by registered Company on letterhead
- Signed Letter having Photo issued by Recognized Educational Institution on letterhead or Photo ID having address issued by Recognized Educational Institution
- 17. NREGS Job Card
- Arms License
- 19. Pensioner Card
- 20. Freedom Fighter Card
- 21. Kissan Passbook
- 22. CGHS/ ECHS Card
- Certificate of Address having photo issued by MP or MLA or MLC or Gazetted Officer or Tehsildar on UIDAI standard certificate format for enrolment/ update

- Certificate of Address issued by Village Panchayat head or its equivalent authority (for rural areas) on UIDAI standard certificate format for enrolment/ update
- 25. Income Tax Assessment Order
- 26. Vehicle Registration Certificate
- 27. Registered Sale/ Lease/ Rent Agreement
- 28. Address Card having Photo issued by Department of
- Caste and Domicile Certificate having Photo issued by State Govt
- Disability ID Card/ handicapped medical certificate issued by the respective State/ UT Governments/ Administrations
- 31. Gas Connection Bill (not older than 3 months)
- 32. Passport of Spouse
- 33. Passport of Parents (in case of Minor)
- Allotment letter of accommodation issued by Central/ State Govt. (not more than 3 years old)
- Marriage Certificate issued by the Government, containing address
- 36. Bhamashah card
- Certificate from Superintendent/Warden/ Matron/ Head of Institution of recognized shelter homes or orphanages etc. on UIDAI standard certificate format for enrolment/ update
- Certificate of Address having photo issued by Municipal Councillor on UIDAI standard certificate format for enrolment/update
- Identity Card issued by recognized educational institutions
- 40. SSLC book having photograph
- 41. School Identity card
- School Leaving Certificate (SLC)/ School Transfer Certificate (TC), containing Name and Address
- Extract of School Records containing Name, Address and Photograph issued by Head of School
- Certificate of Identity containing Name, Address and Photo issued by Recognized Educational Institution signed by Head of Institute on UIDAI standard certificate format for enrolment/ update
- 45. Certificate of identity containing Name, DOB and Photograph issued by Employees' Provident Fund Organisation (EPFO) on UIDAI standard certificate format for enrolment/update
- 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

	LANGUAGE WISE DATA FOR ENROLMENT						
Month	Sep-2019	Oct-2019	Nov-2019	Dec-2019	Jan-2020	Feb-2020	<b>Grand Total</b>
Assamese	7074	43798	52198	34129	57330	50326	244855
Bengali	16798	20248	28759	25247	30404	29187	150643
English	271742	624824	758215	526386	851652	927496	3960315
Gujarati	80689	124320	116152	121962	155774	123944	722841
Hindi	961604	1044622	1140829	880379	1235903	1359651	6622988
Kannada	92182	121383	131146	104898	139409	124066	713084
Konkani	4	5	20	31	12	9	81
Malayalam	7977	15307	9751	7555	10740	8211	59541
Manipuri	29						29
Marathi	134859	150022	148888	148833	176821	157108	916531
Nepali	36	81	56	52	54	36	315
Oriya	97638	93062	73827	51966	46858	18205	381556
Punjabi	22708	20928	22892	16717	20139	30518	133902
Tamil	64299	87123	104479	69421	89108	128003	542433
Telugu	94255	123533	142917	150838	120109	141793	773445
Urdu	790	1047	843	894	1839	5834	11247
Grand Total	1852684	2470303	2730972	2139308	2936152	3104387	15233806

# 5.1.14 ANNEXURE XIV: Language wise data for Update

	LANGUAGE WISE DATA FOR UPDATE						
Month	Sep-2019	Oct-2019	Nov-2019	Dec-2019	Jan-2020	Feb-2020	Grand Total
Assamese	241	1661	1799	1003	1643	1184	7531
Bengali	63214	124984	129797	114747	156190	131875	720807
English	426554	785413	706121	625338	808477	675835	4027738
Gujarati	217295	384027	293991	300792	347397	274589	1818091
Hindi	2415570	3408261	2681784	2432646	3182976	2741031	16862268
Kannada	491514	888345	687755	803342	1015188	795661	4681805
Konkani	7	53	94	212	99	108	573
Malayalam	23427	43825	40759	32644	38243	31137	210035
Manipuri	107	15					122
Marathi	511650	738471	618588	610163	766338	600231	3845441
Nepali	474	538	504	450	519	381	2866
Oriya	211307	399718	361987	301666	253538	101917	1630133
Punjabi	158636	193016	127045	123724	165329	162495	930245
Tamil	251323	421184	393579	332727	340911	357196	2096920
Telugu	887819	1136455	913886	884253	929689	888382	5640484
Urdu	237	487	442	706	960	3229	6061
Total	5659375	8526453	6958131	6564413	8007497	6765251	42481120

# 5.1.15 ANNEXURE XV: Overview of QC & Audit Process

#### 5.1.15.1 QC Process

- Quality Check (QC) 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.
- Resident's demographic information, photo and documents collected at the time of enrolment is 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.
- 4. 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.

**Demographic Details :** Full Name, Gender (Male/Female/Transgender), Age (Years/ DOB)

Address: C/o () D/o () S/o () H/o ()(Mandatory for less than 5 yrs.)

Address -House No./Building, Apartment., Street/Road/Lane, Landmark, Area/Locality/Sector, Village/Town/City, Post Office, District, Sub-District, Pin code.

**Photo of resident:** Background, Brightness, Contrast (only coloured photo), Full face is captured, No scanned photo, No photo of photo, No objects in photo background.

**Proof Documents:** Proof of Identity (POI), Proof of Address (POA), Proof of Birth (POB) and Proof of Relationship (POR).

- 5. These details are made available on various QC portals which can be accessed only by authorised QC Operators/personnel. There are various QC portals where the resident details are checked by the QC operators. 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.
- 6. Quality Check may be broadly divided into 4 categories Enrolment, Update, Biometric Exception Check and Demographic Duplicate Check.
  - **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.
  - **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.
  - **QC Of Biometric Exceptions:** Each Biometric Exception check packet consists of a set of resident photo and exception photo to be verified.

<u>Demographic De-Duplication:</u> 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. <u>Demographic De-duplication:</u> 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.
- 8. <u>Biometric Exception:</u> 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 is 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:
  - a. Palms should face the camera.
  - b. Face and both the hands should be in the frame.
- 9. The Biometric Exception cases are first verified in a separate portal, 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 in para 8 above.
- 10. 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 two different QC Operators. If the decision taken independently by the two QC operators match, then the packet moves out of QC. In case if the decisions taken by the two QC operators does not match, then the packet is disposed by a QC reviewer. The process is detailed below:
- 11. QC process involves a three level manual check of packets for Enrolment & Update:
  - a. 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 vendor. 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 decision on such packets are taken by the QC reviewer at level 3. The decision of reviewer is final.
- b. **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.
- c. **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).
- d. 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.
- e. **QC Reviewer:-(Level 3):-**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	Level 2 QC	Level 3 QC	Processing action after Level 1
Portal	Portal	Portal	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 moves 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 moves to next level to be checked by QC Reviewer. The decision of QC reviewer shall be final

> The decision taken at Review portal will be the final decision and packet will move out of system as "Rejected packet" if decision taken at Review portal is Incorrect and it will move out as "Accepted Packet" if the decision taken at Review portal is Correct.

## 5.1.15.2 QC Audit Process

- QC Audit process involves a 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 two separate Audit operators at level 1
     & level 2 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 operators 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 operators 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 moves 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	Audit Disposition	QC Vendor Review	QC Audit Review	Processing action after Stage 1 and Stage 2
on packet	(Stage 1)	(Stage 2)	(Stage 3)	
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"
Incorrect	Correct	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 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/Audit Error Codes

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

- 1. <u>Demographic Errors:</u> 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 is 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. <u>Process Errors:</u> These error are considered as grave errors where possibly enrolment operator has attempted to commit a fraud. .
  - 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 Pol, PoA, DoB and PoR).
  - f. **Fraudulent Document:** Document of other resident, tampered document, photo do not match
- 3. <u>BE Errors:</u> 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 with out any financial implication.
  - a. **No/Partial Exception Available in Exception Photo:** When exception details is/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/Audit

- 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 resident 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 have 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 exactly 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).

(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	BLANK
Appendix XV and	
Appendix XIX	
Appendix XVI	FORM 16 - Standard contract form
Appendix XVII	FORM 17 - Form of Performance Bank Guarantee
Appendix XX	FORM 20 - Change Request Process
Appendix XXI	FORM 21 - Non Disclosure Agreement
Appendix XXII	FORM 22 - Bid Securing Declaration

# 5.2.1 APPENDIX XVI – FORM 16 - STANDARD CONTRACT FORM

The CEO, UIDAL acting through(N	ame of AD	DG) Assistant Dir	ector General of	Unique
Identification Authority of India (UIDAI) (herein	after calle	ed the "Purcha	ser") which exp	ression
shall unless repugnant to the context thereof	include his	s successors, he	eirs, assigns, of	the one
part, and				
(name	of	authorized	signatory)	of
(name of the firm/c	ompany) (	hereinafter calle	d the " service pi	ovider"
of " A a d h a a r D a t a Q u a l i t y A u d				
repugnant to the context thereof include his suc				
	,	,,	To come post of	
and authorize this ACDEENAENT on this	-l£	2020 h	<b></b>	
are entering this AGREEMENT on this	зау от <u></u>	, 2020 be	tween	
WHEREAS the Purchaser had invited bids for cert	tain Servic	es, viz., "RFP FOR	AADHAAR DATA	
QUALITY AUDIT AGENCIES" vide their bid docum				dated
·				
AND WHEREAS various applications were receive	nd nurcuan	t to the said hid		
AND WITEREAS various applications were receive	tu pursuari	it to the sala blu.		
AND WHEREAS the Purchaser has accepted a Bid	l by the Se	ruica Dravidar fai	corning out <b>O</b> ur	sli+sz
·	•		, -	-
Audit with documents at the rate per packet of	KS	exclud	iing of all related	taxes.
Accordingly, Contract Value is as under:				
INR[Rate per packet for Quality	/ Audit wit	th documents (w	ith tax) x 2.32 Cr	l
(calculated up to two decimals).				
(calculated up to two decimals).  And in pursuance of having accepted the sain	d bid the	parties have ag	greed to enter in	nto this

# NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

allocation of volume of work, will be binding on us.

 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.

- 2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement and shall be applicable in precedence viz.:
  - a. ADQASA RFP document and corrigendum/s released by UIDAI
  - b. Notification of Award as issued by UIDAI
  - c. Proposal submitted by the Bidder
  - d. Performance Bank Guarantee Bond
- 3. The mutual rights and obligations of the Purchaser and the Service Provider shall be as set forth in the Contract, in particular:
  - a. the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - b. the Purchaser shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

For and on behalf of [name of Purchaser]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]

# 5.2.2 APPENDIX XVII – FORM 17 - FORM OF PERFORMANCE BANKGUARANTEE

# (To be stamped in accordance with Stamp Act)

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

Ref Date	Bank Guarantee No
То	
Unique Identification A	Authority of India
Ministry of Electronics	& Information Technology (MeitY),
UIDAI HQ, Bangla Sahil Behind Kali Mandir, Go New Delhi – 110001	
Dear Sirs,	
Information T 'Purchaser' wi include its successors, accessors, accessors, accessors in a compared to the comp	on of the Unique Identification Authority of India, Ministry of Electronics 8 echnology (MeitY), Government of India (hereinafter referred to as the hich expression shall unless repugnant to the context or meaning thereof cessors, administrators and assigns) having awarded to M/s
repugnant to executors and payable under and/or withou that the amou suffered by th conditions con the said Agree	(Name & Address of Bank Branch) having its Head office at

before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee

herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.

- 3. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Vendor. 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 Vendor, 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 Vendor 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 Vendor and not withstanding any security or other guarantee the Purchaser may have in relation to the Vendor's liabilities.
- 5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Vendor(s)/Service Provider(s).

6.	Notwithstanding anything contained hereinabo	ve:				
	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 authorised officer, has set its hand and stamp on thisday of2020 at					
WITNE	SSS					
	(Signature)	(Signature)				
	(Name)	(Name)				

(Designation with Bank Stamp)

W

(Official Address)

#### 5.2.3 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 Agreement Implementation, Operations and SLA phase. Such change shall include, but shall not be limited to, changes in the scope of services provided by the ADQASA and changes to the rates, terms of payment as stated in the Terms of Payment Schedule.

**UIDAI** and the ADQASA 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 ADQASA will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and the UIDAI will work with the ADQASA 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 Implementation, Operations and SLA phase will emanate from the ADQASA or UIDAI. ADQASA /UIDAI as the case may be 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's who will acknowledge receipt by signature of the CCN.
- b. The ADQASA 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 the 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 ADQASA in its bid.

# 2. QUOTATION

- a. The ADQASA shall assess the CCN and complete Part B of the CCN. In completing Part B, of the CCN the ADQASA 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 the RFP and SLA.
- b. Prior to submission of the completed CCN to UIDAI, or its nominated agencies, the ADQASA will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the ADQASA shall consider the material effect of the proposed change in the context of the UIDAI ADQASA operations and SLA affected by the change and the total effect that may arise from implementation of the change.

#### 3. COSTS

ADQASA 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 ADQASA meets the obligations as set in the CCN. In the event, after a CCN is generated and accepted by both parties, the ADQASA is unable to meet the obligations as defined in the CCN then all LD and SLA provisions of the agreement shall be applicable.

#### 4. OBLIGATIONS

The ADQASA 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: Initiali	sation		
Title:				

Originator:					
Sponsor:					
Date of Initiation:					
Details of Pro	posed Change				
(To include reason for	change and appropriate details	s/specifications. Identify any attachments as A1,			
A2, and A3 etc.)					
Authorized by	Date:				
ADQASA /UIDAI					
Name:					
Signature:					
Received by the	Date:				
UIDAI/ ADQASA					
Name:					
Signature:					
Change Contr	ol Note	CCN Number:			
Part B : Evalu	ation				
(Identify any attachme	(Identify any attachments as B1, B2, and B3 etc.)				
Changes to Services, Change of material/charging structure, payment profile, Documentation,					
training, services and component working arrangements and any other contractual issue.					
Brief Description of Solution:					
Impact:					

Deliverables:	
Timetable:	
Charges for Implementation:	
Other Relevant Information:	
Authorized by the	Date:
ADQASA	
Name:	
Signature:	
For UIDAI	For ADQASA
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	
Requires Further Information (as follows, or as	
Attachment 1 etc.)	
For UIDAI and its nominated agencies	For ADQASA
Signature	Signature
Name	Name
Title	Title
Date	Date

#### 5.2.4 APPENDIX XXI – FORM 21 - NON-DISCLOSURE AGREEMENT

## (PROFORMA OF NON-DISCLOSURE AGREEMENT)

#### **NON-DISCLOSURE AGREEMENT**

(10 be provided on Non-Judicial stamp paper of Rs.100/-)	
WHEREAS, we the undersigned Vendor,	, having our
principal place of business/ registered office at	, are desirous of bidding for Bid
Nocovering "	[RFP Name]"
(hereinafter called the said 'RFP') to the Deputy Director General, U	nique Identification Authority of
India, having its office at UIDAI HQ, Bangla Sahib Road, Behind Kali M	Mandir, Gole Market, New Delhi
$-\ 110001$ , hereinafter referred to as 'Purchaser' and, WHEREAS, th	e Vendor is aware and confirms
that the Purchaser's business/ operations, information, Application	n/software, hardware, business
data, architecture schematics, designs, storage media and other i	nformation / documents made
available by the Purchaser in the RFP documents during the bidd	ling process and thereafter, or
otherwise (confidential information for short) is privileged ar	d 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 Vendor of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Vendor 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 Vendor.
- 2. Confidential Information does not include information which:
  - a. the Vendor 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 Vendor from a third party without any obligation of confidentiality;
  - d. the Vendor 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 Vendor shall have the burden of proving hereinabove are applicable to the information in the possession of the Vendor.

3. The Vendor agrees to hold in trust any Confidential Information received by the Vendor, as part of the Tendering process or otherwise, and the Vendor shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Vendor uses to protect its own confidential and proprietary information. The Vendor 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 Vendor of release of its obligations in relation to the said Confidential Information.
- 4. Notwithstanding the foregoing, the Vendor acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Vendor's personnel to be present on premises of the Purchaser or may require the Vendor'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 Vendor's personnel under such circumstances and to provide notice to the Vendor of the confidentiality of all such information. Therefore, the Vendor shall disclose or allow access to the Confidential Information only to those personnel of the Vendor 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 Vendor will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Vendor's confidentiality obligation. Further, the Vendor shall procure that all personnel of the Vendor 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.
- 5. The Vendor shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised 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 Vendor 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 Vendor 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 Vendor 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 Vendor hereto becomes legally compelled to disclose any Confidential Information, the Vendor 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. Vendor 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 Vendor applies to its own similar Confidential Information but in no event less than reasonable care.

- 9. The Vendor 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 Vendor's breach of this Agreement. 10. The Vendor 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:	
(VENDOR) Authorised Signatory Office Se	eal:
Name:	Place:
Designation:	
Date:	

## 5.2.5 APPENDIX XXII – FORM 22- BID SECURING DECLARATION FORM

Date.

Bid 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 vendor) understand that, according to bid clause <u>2.1.14.1</u>, Bids may be supported with a Bid Securing Declaration, therefore, Vendor render the declaration that:-

Vendor 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 closing date, if Vendor are in breach of any of the following obligation(s) under the bid conditions:-

- (a) If a Vendor 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.
- (b) In case of a successful Vendor, if the Vendor fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the 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.
- (c) During the Bid process, if a Vendor indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

vendor understands tha	at this declara	tion shall ex	kpire ii vei	idor is ri	or the succ	essiui and o	n receipt of
purchaser's notification	of the award	d to anothe	r Vendor;	or thirty	days after	the validity	of the Bid;
whichever is earlier.							
(Signature)							
(Signature)							
Authorized Signatory							
Name:							
Designation:							
O.C							
Office Seal:							
Place:							
-							
Date:							