

# **REQUEST FOR EMPANELMENT (RFE)**

## **EMPANELMENT OF ENROLLING AGENCIES**

### **FOR UNDERTAKING DEMOGRAPHIC AND BIOMETRIC DATA COLLECTION FOR UID ENROLMENT**

September, 2017

**Unique Identification Authority of India**

Ministry of Electronics and Information Technology, Govt. of India  
9<sup>th</sup> Floor, Tower I  
Jeevan Bharati Building  
Connaught Circus  
New Delhi 110001

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**1. INVITATION FOR PROPOSAL**

To,

Dated: 11<sup>th</sup> September, 2017

1. Unique Identification Authority of India (UIDAI) invites requests for Empanelment of Enrolling Agencies (EA) for carrying out the enrolment of residents for the Unique Identification (UID) project of Government of India. Existing Enrolment Agencies desirous of renewal and up-gradation may also apply.
2. The Request for Empanelment (RFE) includes the following sections:
  - a. Scope of Work
  - b. Process for Empanelment/ re-empanelment
  - c. Cover Letter and Application Form
  - d. Terms and Conditions for Empanelment/ re-empanelment
3. The "Request for Empanelment" is available on the website <http://uidai.gov.in/> for free download. The interested parties may submit their proposal with all supporting documents at the address for communication given below :

Address for Communication:

To

The Deputy Director  
Enrolment and Update Division  
Unique Identification Authority of India (UIDAI),  
2<sup>nd</sup> Floor, Tower I, Jeevan Bharati Building,  
Connaught Circus,  
New Delhi - 110001.

4. Amendments in RFE: At any time, UIDAI may for any reason, modify the RFE. The modifications will be notified on UIDAI's website and such amendments shall be binding on the applicants.
5. The CEO, UIDAI reserves the right to accept/ reject any request and to annul the empanelment-process and reject all requests at any time prior to empanelment without, thereby, incurring any liability to the affected applicant(s) or UIDAI or any obligation to inform the affected applicant(s) of the ground for such decision.
6. Clarification on request Submitted: During evaluation, UIDAI may, at its discretion, ask the applicant(s) for clarification on their request. The applicant(s) are required to respond within the time frame prescribed by UIDAI.

## 1.1 Definitions and Acronyms

1. **AADHAAR** – 12 digit random unique identity number issued to residents by UIDAI.
2. **Authority** – Unique Identification Authority of India (UIDAI).
3. **Biometric Data** – refers to the facial image, iris scan and fingerprints collected by the Enrolment Agency from the enrolees based on the standards prescribed by the UIDAI and by following the process laid down for the purpose. The data collected is passed on to the UIDAI as per the process prescribed.
4. **CIDR**: Central Identities Data Repository
5. **De-duplication** – the process of using the Demographic and Biometric data collected from an enrolee to check against data so as to avoid duplicate enrolments.
6. **Demographic Data** – refers to the personal information collected or verified by the Enrolling Agency based on the data fields prescribed by the UIDAI and by following the process laid down for the purpose. The data collected is passed on to the UIDAI as per the process prescribed.
7. **Enhancement / Upgrade** – refers to request for upgrade of Technical & Financial status of existing empanelled Agencies based on their technical and financial capacities.
8. **Enrolling Agency/ Enrolment Agency** – The Agency appointed by the Registrar for collection of the Demographic and Biometric data in the area assigned by the Registrar.
9. **Enrolment** – refers to the exercise of collection of demographic data after verification, collection of biometrics, and the allocation of the UID number after de-duplication.
10. **Successful Enrolment** – Enrolment that results in Aadhaar number generation
11. **Enrolment Centre** – refers to the premises located in the area where the enrolment is being carried out. One Enrolment Centre can host multiple Enrolment Stations.
12. **Enrolment Station** – refers to an individual enrolment booth/enclosure inside the Enrolment Centre. The capture of Demographic and Biometric data is done in this Station.
13. **KYC** – Know Your Customer.
14. **Financial Year** – From April 1st to March 31st
15. **Manual** – Resident Enrolment Process Document
16. **MoU** – Memorandum of Understanding.
17. **NPR** – National Population register.
18. **Operator** – the person employed by the Enrolment Agency and engaged in the capture of Demographic and Biometric Data.
19. **Supervisor** – the person employed by the Enrolment Agency and engaged in managing the Enrolment Center Operations and handling exceptions.
20. **PoA** – Proof of Address.
21. **PoI** – Proof of Identity.
22. **Registrar** – Any Organization / Department/Local Body / Corporate Body with whom the UIDAI has entered into a Memorandum of Understanding / Appointed as Registrar for covering issues related to the implementation of the UID Project.
23. **Renewal**: Renewal of empanelment of existing empanelled EAs.

24. **Resident** – Resident as defined in Aadhaar Act, 2016.
25. **RFP** – Request for Proposal.
26. **RFQ** – Request for Quotation.
27. **UID** – Unique Identification.
28. **UIDAI** – Unique Identification Authority of India.

## 2. INTRODUCTION

2.1 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 July, 2016 by the Government of India, under the Ministry of Electronics and Information Technology (MeitY).

Prior to its establishment as a statutory authority, UIDAI was functioning as an attached office of the then Planning commission (now NITI Aayog) vide its Gazette Notification No. A-43011/02/2009-Admn.I dated 28<sup>th</sup> January, 2009. Later, on 12 September 2015, the Government revised the allocation of Business Rules to attach the UIDAI to the Department of Electronics & Information Technology (DeitY) of the then Ministry of Communications and Information Technology (MeitY).

The Government had introduced the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Bill, 2016 in the Parliament on 03-03-2016, which was discussed and passed by the Parliament on 16-03-2016. The Act has since received the assent of the President on 25.03.2016 and has been published in the official Gazette of India Extraordinary, Part-II, Section 1 dated 26-03-2016, as Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 (Act No. 18 of 2016) (“Aadhaar Act”), and has come into force from 12.09.2016, the date of notification of the same.

The Act provides for good governance, efficient, transparent and targeted delivery of subsidies, benefits and services, the expenditure for which is incurred from the Consolidated Fund of India, to individuals residing in India through assigning of unique identity numbers (called Aadhaar numbers) to such individuals and for matters connected therewith or incidental thereto.

2.2 The widespread implementation of the Aadhaar project needs the reach and flexibility to enrol residents across the country. To achieve this, the UIDAI proposes to collaborate with a variety of agencies and service providers (acting as Registrars, Sub-registrars and Enrolling Agencies) to enrol residents for Aadhaar.

2.3 In this context, the UIDAI plans to offer a scheme for empanelment of Enrolment agencies for carrying out the various functions and activities related to Aadhaar enrolment. The enrolments will be done by the Enrolment Agency on behalf of the Registrars/Sub-Registrars but strictly in adherence to the processes, guidelines, instructions and software issued by UIDAI. The purpose of this empanelment is to facilitate selection of the Enrolment Agencies by the concerned Registrars/Sub-Registrars through a separate RFQ. Empanelment does not tantamount to allotment of Enrolment work to the Applicants. The terms Enrolling Agency and Enrolment Agency used interchangeably hereafter mean the same. AADHAAR is the brand name associated with UIDAI and is synonymous with UID.

### **3. SCHEME FOR EMPANELMENT OF ENROLMENT AGENCIES**

Through this scheme, UIDAI intends to empanel organizations to enroll residents from the entire spectrum of the Indian population and to ensure that the enrolment activities are rolled out in the remotest villages of India and to the marginalized section of society. This RFE invites applications from organizations for empanelment to undertake enrolment work.

The RFE is open to all entities which are fulfilling the eligibility criteria as given in clause 4 - Minimum Eligibility Criteria.

Sub-Contracting of Enrolment Work is not allowed. However, field level manpower such as enrolment operators and supervisors can be hired through third parties. EAs will be required to provide details of the companies from which they are going to hire this manpower to their Registrars before commencing enrolment operations. Government Organizations may choose to undertake the enrolment work through Local Government bodies.

It is advised that staff of the EA wears uniform at enrolment centre so that if residents need help, they can easily identify employees by their attire. All field operators deployed for collecting pre-enrolment data must carry identity card, and letter of authority from the concerned Registrar. EA must ensure compliance to Labour laws and all statutory provisions in various Labour regulations such as EPF, ESI, Industrial Disputes Act, Contract Labour Act, Minimum Wages etc.

### **4. MINIMUM ELIGIBILITY CRITERIA**

4.1 The Applicant shall be a company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto registered in India and in existence for at least three (3) years as on 31.3.2017.

4.2 The Applicant Company have had a Net Worth of at least INR 20 Crore in each of the last three financial years ending 31<sup>st</sup> March 2015, 2016 and 2017 as evidenced by the audited accounts of the organization.

- 4.3 The Applicant Company shall have reported profits (Profit Before Tax), in at least 2 (two) of the last 3 (three) Financial years, i.e. 2014-15, 2015-16 & 2016-17 as declared by audited account / certified balance sheet of financial statement reported in India.
- 4.4 The Applicant Company shall not have been blacklisted by Central, or any State/ UT Government. The Applicant Company shall not be under a declaration of ineligibility for corrupt financial practices.
- 4.5 The Applicant Company shall not have their field enrolments currently suspended by UIDAI/ their Registrars, and/or refused empanelment on account of performance in the Aadhaar project in the past, by UIDAI.
- 4.6 Only those applicants /existing EAs, who meet the eligibility criteria specified above, will be eligible to respond to this RFE. The applicant's request should be submitted on the prescribed form, with the relevant information & supporting documents to substantiate the eligibility of the applicant vis-à-vis the minimum eligibility criteria.
- 4.7 An agency with more than 10 lakhs Aadhaar generated in last financial year will not be subjected to minimum eligibility criteria referred in clause 4.2 and 4.3 above.
- 4.8 The minimum eligibility criteria shall be applicable for new empanelment and for renewal of existing empanelled agencies.
- 4.9 The minimum eligibility criteria shall not be applicable for Central and State government office/department.

## **5. MANDATORY LIST OF DOCUMENTS TO BE SUBMITTED**

- 5.1 Covering letter in Annexure-I of this RFE signed by the Director/Authorized Personnel of the applicant company.
- 5.2 Application Form as given in Annexure II.
- 5.3 Fees for Request for Empanelment/Renewal /Enhancement (in separate envelope).
- 5.4 Certificate of Incorporation from Registrar of Companies (RoC).
- 5.5 Auditor certified financial statements for the financial years 2016-17, 2015-16 and 2014-15 (Please include the sections on P&L, Turnover, Assets and Balance Sheet) shall be provided.
- 5.6 Proof for Organization PAN Number, GST number shall be submitted along with the request for empanelment.
- 5.7 Profile of the Organization giving relevant details of nature of work, experience, infrastructure, resources etc.
- 5.8 In case of renewal, brief details of the contract(s) signed with the Registrar /activities undertaken for UIDAI exercise. Details of Bids made be included in case no contracts were awarded.
- 5.9 Certificate of satisfactory performance from the Registrar concerned in case of EAs which have commenced enrolments.

Applications which do not contain the above mandatory documents may be rejected for non-compliance of RFE requirements without any further opportunity.

## 6. SCHEME OF CATEGORIZATION

The scheme aims to categorize enrolment agencies on the basis of their Technical Capability as well as Financial Capacity for undertaking enrolment functions. While the technical capability addresses the maturity of an organization to undertake enrolment functions in the Aadhaar landscape in terms of number of trained operators and experience in biometric enrolment, the financial capacity addresses the capacity of an organization to undertake enrolment activities in multiple States.

The Technical Capability of an organization shall be assessed at a 3-Level maturity continuum as well as the Financial Capacity shall be assessed based on a 3-Tier structure, as given below:

### 6.1 Technical Capability

The technical capability of an enrollment agency shall be assessed at 3 levels as given below:

I. Level T1 – Entry:

All organizations interested in undertaking enrolment activities for the UIDAI project shall be empanelled under Level T1, provided they meet the minimum eligibility criteria.

II. Level T2 – Skilled:

Organizations can get empanelled / **progress** to Level T2 on completing 50 Lac successful Aadhaar enrolments, which has resulted in issuance of Aadhaar numbers.

III. Level T3 – Experienced:

Organizations can get empanelled / **progress** to Level T3 on completing more than 1 Cr. successful Aadhaar enrolments, which has resulted in issuance of Aadhaar numbers.

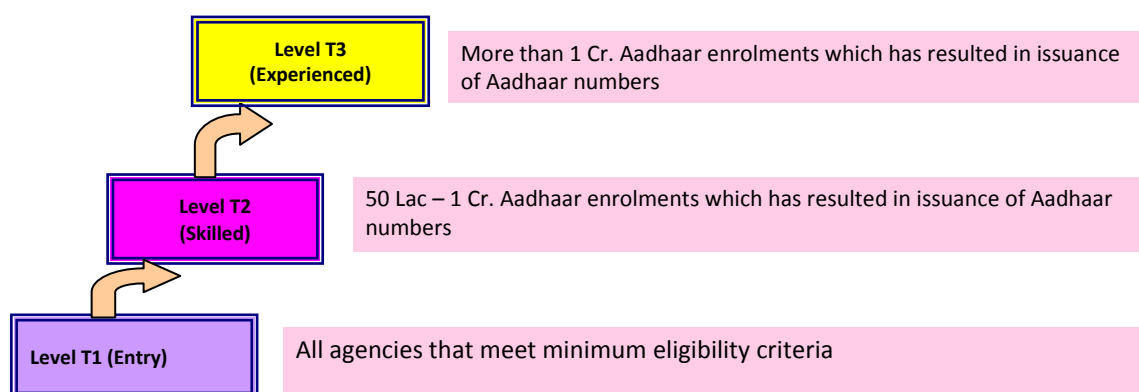




Fig. 1: Snapshot of Technical Capability Levels and Criteria

## 6.2 Financial Capacity

### I Tier F1:

- a. The Applicant Company having a Net worth above INR 20 Crores and not exceeding INR 50 Crores as of 31.3.2017 shall be eligible for 'Tier F1' empanelment.
- b. The Applicant Company which are eligible for empanelment under Tier F1 can evince interest in undertaking enrolment work in a **maximum** of 12 States/ UTs including **minimum** 6 States/UTs with Aadhaar saturation level 90%.

### II Tier F2:

- a. The Applicant Company having a Net worth above INR 50 Crores and not exceeding INR 100 Crores as of 31.3.2017 shall be eligible for 'Tier F2' empanelment.
- b. The Applicant Company which are eligible for empanelment under Tier F2 can evince interest in undertaking enrolment work in a **maximum** of 24 States/ UTs including **minimum** 12 States/UTs with Aadhaar saturation level 90%.

### III Tier F3:

- a. The Applicant Company having a Net Worth greater than Rs 100 Crores as of 31.3.2017 shall be eligible for 'Tier F3' empanelment.
- b. The Applicant Company which are eligible for empanelment under Tier F3 can evince interest in undertaking enrolment work in any number of States/UTs across pan India.

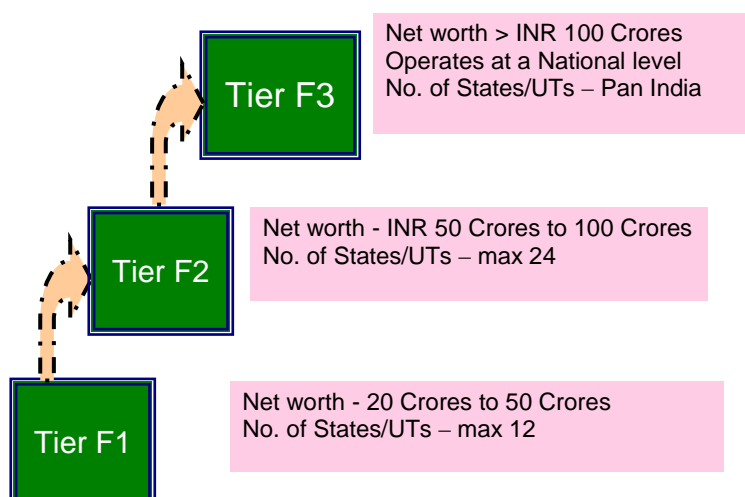


Fig 2: Snapshot of Financial Capacity Tiers and Bid Capacity in terms of maximum number of States.

## 7. SALIENT POINT FOR EMPANELMENT

- a) The empanelment for Enrolment Agency by UIDAI is a continuous process throughout the year. The applications received during a month shall be evaluated and finalized in the following month. In case number of applications received is less than 5, the UIDAI at its discretion may defer the evaluation to next month.
- b) Duration of empanelment is upto 30<sup>th</sup> September 2020.
- c) Applicants shall select between Level T1, T2 and T3 based on their technical capability.
- d) Applicants shall select between Tier F1 to Tier F3 based on the financial capacity of the Applicant and shall accordingly mention the names of the States/UTs in which the Applicant is interested in undertaking enrolment work, in the Application Form.
- e) Request for change in States, Technical Tier and Financial Tier will be considered once in a financial year, after the year of empanelment. However, request for change in State more than once in a year can be considered on specific recommendation of Regional Office. The financial parameters required for change in financial tier shall be as on 31 March of the previous financial year. Request for change in technical tier will be considered as and when the required number of Aadhaar has been generated as per the criteria given in clause 6.1 Technical Capability on page 8-9 of the RFE document.
- f) It may be noted that evincing interest in a particular State does not in any way guarantee the allocation of enrolment work in that State either in part or in whole. The discretion of work allocation within a State lies solely with the respective Registrar. Empanelment with UIDAI does not guarantee that any or all applicants shall be invited to bid for, or be awarded any project/assignment as a result of this empanelment.

## 8. SCOPE OF WORK

- a) The scope of work of the Enrolling Agency (EA) includes the following:
  - i. Procure enrolment hardware, software including Biometric Devices as per UIDAI specifications; Upgrade to latest requirements as per process/technology changes from time to time.
  - ii. Hire & Train Manpower for Enrolment; supervise the enrolment process at the field level to ensure that the enrolments are in accordance with prescribed processes and guidelines of UIDAI.
  - iii. Enrol Operator/Supervisors; Certify, Register and Activate them at UIDAI
  - iv. Software Installation, Configuration and Registration
  - v. Setting up of Enrolment Centre (EC) and Enrolment Stations (ES)
  - vi. Set up a Help Desk at Enrolment Centre for Crowd Management and addressing Resident Grievances

- vii. Help Create Awareness
  - viii. Capture Demographic and Biometric Data using UIDAI enrolment client
  - ix. Data Transfer to UIDAI
  - x. MIS
  - xi. Ensuring Data Privacy and Security
- b) To understand the complete scope of work of an Enrolment Agency, refer the latest versions of the following documents :
- i) EA roles and responsibilities – for activities that an EA needs to undertake during the Aadhaar Enrolment Program.
  - ii) Checklist for Setting up Enrolment Centre – for hardware and software requirements and specifications at enrolment centre and station level that the EA needs to arrange/procure.
- c) For Hiring and Training of Manpower, refer following documents:
- i) Operator roles and responsibilities – for Operator hiring
  - ii) Supervisor roles and responsibilities -for Supervisor hiring
  - iii) Capability Building Framework – for training of EA personnel
- d) In addition applicants must familiarize themselves with the following documents for understanding of Aadhaar process and requirements:
- i) Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and Regulations framed thereunder
  - ii) EA Checklist
  - iii) All Policy, Process, Guidelines, Orders, Notifications issued from time to time
  - iv) Data Quality Policy
  - v) Data Protection and Security Guidelines for EA
  - vi) Financial disincentives for corrupt practices, process violations, demographic / biometric errors

UIDAI accords highest priority to quality of data and will impose penalties for Demographic and Process errors.

EA must apprise itself and ensure compliance with the latest versions of policy /process/technology requirements and guidelines issued by UIDAI from time to time.

## **9. PROCESS OF EMPANELMENT**

### **9.1 How to Apply for Empanelment with UIDAI**

UIDAI will publish this document in a few leading newspapers of English and Hindi and on their website <http://uidai.gov.in/> for the benefit of interested parties to empanel with UIDAI. The following is a description of the procedure for submission of application:

- a) Interested parties are required to read the document completely to ascertain that

they fulfill all the eligibility criteria. They are also advised to go through various process documents available on UIDAI website including the ones referred to in the section for "Scope of Work".

- b) Fill the Cover Letter in **Annexure I** and the Application Form completely as given in **Annexure II**. Cover Letter must be signed by the Director/ authorized personnel. Applications with incomplete/ ambiguous information and lacking mandatory documents will be rejected and no correspondence will be entertained in this regard.
- c) The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
- d) Please write '**APPLICATION FOR NEW EMPANELMENT or RENEWAL OF ENROLMENT AGENCIES**', as the case may be, and the name of the applicant on the outer envelope.
- e) Hard copy of application with empanelment fees in the form of Demand draft and necessary supporting documents in hard copy should be submitted at the following Address :

To

The Deputy Director  
Enrolments and Update Division  
Unique Identification Authority of India (UIDAI),  
2nd Floor, Tower I, Jeevan Bharati Building,  
Connaught Circus,  
New Delhi - 110001.

## 9. 2 Pre- Application Queries

Prospective applicants, requiring any clarification on the RFE may post their queries to the following email ID < [rfe.ea@uidai.net.in](mailto:rfe.ea@uidai.net.in) > UIDAI shall attempt to provide responses to all such queries on-line within 5 working days.

## 9. 3 Renewal of Empanelment

Those EAs who are already empanelled with UIDAI and desirous of renewing their empanelment with UIDAI may submit following information **in advance** along with supporting documents wherever necessary along with the application-

- A. Empanelled agencies who did not get any work orders:
  - (i) Name of States/UTs for which they were eligible to undertake work as per terms and conditions of empanelment but the Company did not submit bids, giving reasons.
  - (ii) Name of States/UTs for which they are eligible and wherein the Company submitted bids vis-à-vis their financial categorization (F1, F2 and F3).

- (iii) Work order received but cancelled later on.
- B. Empanelled agencies who received work orders:
  - (i) Certificate of satisfactory performance from their Registrars.
  - (ii) Brief details of the contract signed with the Registrar /activities undertaken for Aadhaar enrolment / update.

#### **9. 4 Fees for Request for Empanelment**

The RFE is available to be downloaded online, free of cost. However at the time of submission of RFE, applicants are required to pay **INR 10000/-** towards Request for Empanelment Fees in the form of Demand Draft drawn in favor of "UIDAI, New Delhi" payable at New Delhi. This RFE Fees should be included along with the Application in a separate cover and this fee is Non-Refundable. The fees is also applicable for renewal of empanelment.

The empanelment shall be valid for a period of three year subject to compliance of all requirements.

"The selected applicants shall be required to furnish an unconditional and irrevocable Bank Guarantee equivalent to INR 200000/- (Rs. Two Lakhs only), from a scheduled commercial bank in India valid for the entire period of empanelment. The Bank Guarantee shall be drawn in favor of "UIDAI, New Delhi". The Bank Guarantee should be submitted within 30 days of the date of communication of the acceptance of the request for empanelment as Enrolment Agency with UIDAI." Validity of Bank Guarantee should last at least 60 days beyond the normal term of empanelment. Breach/default of the Terms and Conditions of the said Empanelment, and non-compliance with directions to rectify in given time frame will result in invoking of the Bank Guarantee. The existing EAs seeking renewal of empanelment have the option to get their existing Bank Guarantees extended suitably for the new term.

Bank Guarantee is not applicable for Central or State government office /departments being empanelled as enrolment agencies

#### **9. 5 Evaluation for Empanelment based on Technical Capability**

The process of evaluation for Empanelment of Enrolling Agencies shall be as given below:

##### **9.5.1 Evaluation for Empanelment at Level T1**

Evaluation for empanelment at Level T1 involves the assessment of the applicant organization through documentary evidence for its nature of business, stated competence, financial turnover and organization background and its suitability for UIDAI enrolment activities. This stage of evaluation requires:

- a) Cover Letter in prescribed format in Annexure I signed by the Director/Authorized

Personnel

- b) Application Form in prescribed format, given at Annexure II in hard copy
- c) Demand Draft of Request for Empanelment Fees along with the Application
- d) Registration details of the organization
- e) Brief write-up on organization's activities, nature of business, locations, number of employees
- f) Net Worth details & supporting documents for last three financial years
- g) PAN number and GST number proof verification
- h) States/ UTs in which the applicant is interested to work

UIDAI may also conduct a background check of the applicant, wherever deemed necessary, and shall have the complete right to disqualify an applicant, in case the information provided by the applicant is found to be incorrect.

### 9.5.2 Evaluation for Empanelment at Level T2 /Level T3

The applicants have to satisfy the General Eligibility Criteria and submit all the mandatory list of documents. In addition, for Level T2 / T3, the Enrolment Agency should submit the information on the name, EA code and the number of Enrolments which have resulted in successful Aadhaar generation. UIDAI shall verify these details with the information generated by the Management Information System (MIS). On successful verification, the Enrolment Agency shall be empanelled/ elevated to Level T2 /T3 status depending upon eligibility.

## 9. 6 Evaluation for Empanelment based on Financial Capacity

The Enrolment Agencies shall be empanelled under Tier F1, Tier F2 and Tier F3 based on the Net Worth as on 31.3.2017. Empanelled Enrolment Agencies may progress to a higher tier only once in a financial year.

## 9. 7 Letter of Empanelment

After scrutinizing the complete details, UIDAI will empanel the applicants indicating the level of technical capability, States/UTs in which to undertake enrollment work, and financial capability. The empanelled agencies will be issued a letter of empanelment which will also include the terms and conditions of the empanelment. Refer Annexure IV for Draft Terms and Conditions of Empanelment.

## 9. 8 Disqualifications

UIDAI may, at its sole discretion, and at any time during the evaluation of proposal, disqualify any application received for empanelment, if the applicant has:

- a) Submitted the application after the response deadline.
- b) Not submitted Cover letter and/or Application Form.
- c) Incomplete/ Inconsistent information in application form/ cover letter with respect to the documents provided / financial details of the applicant organization.
- d) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements.
- e) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- f) Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- g) Failed to provide clarifications within requisite timeframe, related thereto, when sought.
- h) Net worth certificate submitted is not signed by a certified auditor.
- i) Non-submission of certificate of satisfactory performance from the Registrar concerned in case of EAs which have commenced enrolments.
- j) If Agency has submitted more than one proposal, then only the first one will be considered
- k) Prosecuted for corrupt and fraudulent practices in any court of law.
- l) Blacklisted by any Government of India / State / UT Government or declared ineligible by the Govt. of India/State/UT Adm. for corrupt and fraudulent practices
- m) Agencies undertaking certification of Operator /Supervisors/ Master Trainers for UIDAI project will not be eligible for empanelment as Enrolment Agency or vice versa.
- n) Non-adherence to UIDAI prescribed processes, instructions, guidelines, in case of already empanelled agencies.
- o) Non-performance or poor performance during 2016-17, in case of already empanelled agencies.
- p) Agencies whose application was rejected on account of demographic or process errors will not be considered.

### **9. 9 Termination or cessation of Empanelment**

- a) Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving one month advance notice in writing to the other party.
- b) UIDAI reserves the right to withdraw/ terminate empanelment of applicant in any of following circumstances:
  - 1. Submission of false particulars/fake documents for securing empanelment.
  - 2. Information provided to UIDAI is found to be incorrect.
  - 3. Evidence of Sub-contracting of enrolment work
  - 4. Empanelment conditions are not met within the specified time period.
  - 5. Applicant becomes insolvent, bankrupt; resolution is passed for the

- winding up of the applicant's organization.
6. Significant changes to the organization leading to change of management, or in the course being conducted, are not notified to UIDAI.
  7. Non co-operation during audits/inspections by UIDAI/Registrars/auditing agencies empanelled/ appointed by these.
  8. Conditions arising from audits are not met within the specified time period.
  9. Misleading claims about the empanelment status are made.
  10. Clear evidence is received that empanelled agency is in breach of copyright.
  11. Non-adherence to the UIDAI enrolment processes and guidelines, which includes use of latest enrolment client version, timely client sync and upload of resident data packets.
  12. Not uploading correct enrolment center details.
  13. Poor quality of biometrics and demographics data.
  14. Poor performance reports/Complaints received against the Enrolment Agency.
  15. Usage of biometric devices which are not approved by UIDAI.
  16. Deploying Enrolment Operators/supervisors who either do not have their Aadhaar generated and/or are uncertified and /or inactive as per UIDAI activation protocols.
  17. Mismanagement of the enrolment centers. Poor performance reports from performance monitors.
  18. Not maintaining the confidentiality of the documents, data collected or any other violation of UIDAI data security guidelines for Enrolment Agencies.
  19. Non-provision of necessary infrastructure at the enrolment centers.
  20. Undertaking enrolment operations at locations without valid agreement /approval of the Registrars
  21. Soliciting information outside the scope of work
  22. Any other reasons deemed fit by UIDAI

## 10. POST EMPANELMENT PROCESS AND AWARD OF WORK

### 10.1 Compilation of Database of Empanelled Enrolling Agencies

- a) Upon completion of the RFE process, UIDAI will intimate successful applicants. The empanelled agencies will be issued a letter of empanelment which will also include the terms and conditions of the empanelment. The successful Applicants will have to accept and return a signed copy of the terms and conditions of empanelment as a token of their acceptance of the terms and conditions. They will also submit a Bank Guarantee, as prescribed by UIDAI, within 15 days of Letter of Empanelment, failing which the offer of empanelment will be withdrawn without any further correspondence.



- b) The UIDAI will compile a database of all the eligible and qualified Enrolling Agencies (EA) and categorize them as per the Level and Tier classification described above.
- c) The UIDAI will make available the list of all empanelled enrolling agencies (as per the indicative format and details shown above) to Registrars who wish to engage enrolling agencies for UID enrolment work. This list will be published on UIDAI website.
- d) Using the above information, Registrars will be able to access details of the technical capability (Levels T1 to T3) and bid capacity (Tiers F1 to F3) for the enrolling agencies.
- e) The information contained in this list shall be subject to revision at frequent intervals based on updated information provided by EAs, Registrars, and information obtained from the UID Management Information System (MIS).

## 10.2 Award of Enrolment Work to Empanelled EAs

The Empanelment of an Enrolment Agency requires Acceptance of the terms and conditions of enrolment and submission of the Bank Guarantee.

No agreement / contract will be signed by the Enrolment Agency with UIDAI, nor does the empanelment of an enrolment agency commit any enrolment work to the agency. The empanelled agencies have to compete and seek enrolment work from the Registrars alone, who will sign appropriate contracts with them on acceptance of their bids.

## 11. GENERAL TERMS AND CONDITIONS

The following terms and conditions are of a general nature, and are given here only for the information of the prospective enrolling agencies. Every project and assignment shall be awarded subject to the specific terms and conditions applicable to that project which will be imposed through specific contracts and agreements to be signed for that project. UIDAI will not sign any contract directly with the empanelled enrolling agencies.

**11.1 Nativity:** The organization must be registered and audited statement must be declared in India.

**11.2 Relationship:** Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the 'UIDAI and 'the applicant. No partnership shall be constituted between UIDAI and the applicant by virtue of this Empanelment, nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party, or represent that by virtue of this or any other empanelment, a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.

Neither party shall use the other parties name or any service or proprietary name, mark or

logo of the other party for advertising or promotional purpose without first having obtained the other party's prior written approval.

**11.3 Performance Assessment:**

EA's performance will be assessed during the execution of the project / assignment and any deficiencies and short-falls will be dealt with in accordance of the contract terms associated with the project / assignment. It could also lead to termination/withdrawal of empanelment as well as imposition of penalties in case of demographic data and process errors.

**11.4 Fraud and Corruption:**

UIDAI requires that the enrolment agencies empanelled through this process must observe the highest standards of ethics during the performance and execution of the awarded contract(s).

**11.5** UIDAI will reject the application for empanelment, if the applicant recommended for empanelment, has been determined by UIDAI to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

These terms are defined as follows:

(a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of UIDAI or any personnel in contract executions.

(b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to UIDAI, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive UIDAI of the benefits of free and open competition.

(c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.

(d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

(e) "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the UIDAI, designed to establish prices at artificial, noncompetitive levels;

(d) UIDAI will reject an application for empanelment, if it determines that the applicant recommended for empanelment has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for the contract in question.

**11.6 Confidentiality:** Information relating to evaluation of application and recommendations concerning empanelment shall not be disclosed.

**11.7 Governing Language:** All contracts and documents shall be written in English Language.

**11.8 Applicable Law:** Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

**11.9 Legal Jurisdiction:** The interpretation validity, and performance of this document, shall be governed in all respects in accordance with the Indian Laws. All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Delhi only.

**11.10 Duration of Empanelment:** The empanelment under the scheme shall be valid for three years. .

**11.11 Advertising and Promotion:** The advertisement and marketing material (posts, marketing brochure content on the website, emails and postal letters etc.) used by the enrolling agencies shall be in accordance with the guidelines laid down by UIDAI. The enrolling agencies shall not use the Name of UIDAI, its brand name – AADHAAR, and its Logo, to promote **their interest in any** manner in any programme not connected / related or being undertaken for UIDAI.

**11.12 Enrolment guidelines:** UIDAI has the discretion to change the prescribed procedure for enrolment, setting up of enrolment station/ centre and the staffing of the enrolment stations/centres without prior notice.

**11.13 Indemnity:** The applicants will indemnify UIDAI against any misuse of UIDAI Name, Brand Name - AADHAAR and Logo. For any misuse of UIDAI name and logo, the applicant themselves will be held responsible. UIDAI will take necessary actions for such cases. UIDAI will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.

**11.14 Conflict of Interest:** UIDAI requires that empanelled enrolment agencies shall provide professional and objective services and at all times hold the UIDAI's interests paramount, strictly avoid conflicts of interest with other assignments or their own corporate interests and act without any consideration for future work. The fidelity of the enrolment process and the enrolment data shall be maintained at all times.

Without limitation on the generality of the foregoing, applicants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be empanelled, under any of the circumstances set forth below:

(i) **Conflicting relationships:** An applicant (including its Personnel and Sub- Agencies) that has a business or family relationship with a member of the UIDAI's staff who is directly or indirectly involved in any part of:

- (a) The preparation of the Terms of Reference of the project/ assignment,
- (b) The selection process for such project / assignment

(ii) Applicants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the UIDAI, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Agency or the termination of its Empanelment.

(iii) Applicants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this application and during execution of the assignment if the applicant is awarded the Empanelment.

(iv) The empanelled enrolling agencies will not be eligible to participate or under-take any activities related to the Testing and Certification or Audit work component of UID project.

**11.15 Only one application:** An applicant may only submit one proposal on its own. If an applicant submits more than one proposal on its own, all such subsequent proposals shall be disqualified.

**11.16 Amendment:** At any time prior to deadline for submission of applications, UIDAI may for any reason, modify this document. The amendment document shall be notified through website and such amendments shall be binding on all applicants.

**11.17 Right to Inspect and Audit:** UIDAI shall have the right to:

- (i) Carry out any inspection, background checks, audits of the empanelled enrolling agencies
- (ii) Verify any allegations made by/ made against the enrolling agencies
- (iii) Carry out scheduled/ un-scheduled visits to any of the enrolment centres/ stations manned by the enrolling agencies by authorized officials/ nominated agencies
- (iv) Oversee the processes and operations of the enrolling agencies
- (v) Impose decisions on empanelment status /empanelment tiers / Renewal request/ Upgrade of empanelment tiers, based on Performance Monitoring at the Enrolment Centres and data analysis

**11.18 Disclaimer:**

- (i) This Request for Empanelment (RFE) is not an offer by the UIDAI, but an invitation to receive responses from eligible interested applicants for Empanelment of Enrolling Agencies to undertake demographic and biometric data collection for UID enrollment. UIDAI will empanel such applicants who fulfill the eligibility criteria for awarding such work by various Registrars. No contractual obligation whatsoever shall arise from the RFE process.
- (ii) The RFE evaluation shall be strictly based on the information and supporting documents provided by the applicants in the application submitted by them. It is the responsibility of the applicants to provide all supporting documents necessary to fulfill the mandatory eligibility criteria. In case, information required by UIDAI is not provided by applicant, UIDAI shall proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

**12. Annexure I – Covering Letter**

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

To,  
Deputy Director,  
Enrolment and Update Division,  
Unique Identification Authority of India (UIDAI),  
3rd Floor, Tower II, Jeevan Bharati Building,  
Connaught Circus, New Delhi – 110001.

Dear Sir / Madam,

Ref: Request for Empanelment (RFE) Notification No. F. No. 4(4)/57/319/2016-E &U-I dated ....., 2017.

1. Having examined the RFE document, we, the undersigned, herewith submit our response to your RFE Notification dated \_\_\_\_\_ for Empanelment of Enrolling Agencies under UID Project, in full conformity with the said RFE document.
2. We have read the provisions of the RFE document; the various process documents referred to in this RFE and familiarized ourselves with them, and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our RFE shall not be given effect to.
3. We agree to abide by this RFE, consisting of this letter, the detailed response to the RFE and all attachments for submission of proposal as stipulated in the RFE document.
4. We would like to declare that we are not under a declaration of ineligibility for corrupt or fraudulent practices.
5. We hereby declare that we have not been blacklisted by any Central/ State/ UT Government /Public Sector Undertaking.
6. We hereby declare that our field enrolments are not currently suspended by UIDAI/ their Registrars and/or have been refused empanelment in the Aadhaar project, in the past by UIDAI for any reason.
7. We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government / Public Sector Undertaking.
8. We hereby declare that all the information and statements made in this RFE are true and accept that any misrepresentation contained in it may lead to our disqualification.
9. We understand that UIDAI is not bound to short-list / accept any proposal received in response to this RFE.
10. We understand that Empanelment with UIDAI does not guarantee that every / any of the applicants shall be invited to bid for, or be awarded a project / assignment.
11. In case we are empanelled as an Enrolling Agency, we shall provide all assistance/cooperation required by UIDAI appointed auditing agencies/ UIDAI officials for performing their auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of empanelment.
12. In case we are empanelled as an Enrolling Agency, we agree to abide by all the terms &

conditions of the Letter of Empanelment that will be issued by UIDAI.

We hereby declare that our proposal submitted in response to this RFE is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[Applicant's Name with seal]

Name:

Title:

Signature:

Date:

### 13. Annexure-II – Application Form for EMPANELMENT

Sl.No.	Information required	Information to be provided by applicants
1.	Whether request is for New Empanelment/Renewal of Empanelment	
2.	Legal Status of Agency: a. Whether Government/ Company: b. PAN number of the Organization c. GST Registration number of the Organization	
3.	Date of Incorporation Applicant company; and Name of Certificate of Incorporation	
4.	Brief Write-up on the Organization's activities and Business Areas	
10.a	Contact Details of the CEO/Chairman/Managing Director. Name Designation Address Email Phone /FAX numbers	
	Contact Details of the nodal person for Aadhaar project. Name of Nodal Person Designation Address Email Phone /FAX numbers	
10.b	In case of renewal, brief details of the contract signed with the Registrar /activities undertaken for UIDAI project. Details of Bids made be included in case no contracts were awarded.	
10.c	Give reasons, if any, for non-participation in RFQ floated by Registrars	
11	In case of renewal whether certificate of satisfactory performance from Registrars is submitted by EA.	

12	<p>Net Worth of the Applicant Company in each of the previous 3 financial years ending 31<sup>st</sup> March 2017, 2016 and 2015. Duly certified Net Worth by the Company Auditor (do not include intangible assets)</p> <p>Existing empanelled EAs shall also submit the above mentioned information.</p>	<b>Provide this information for each of the previous 3 years</b>			
		<b>Assets in INR Lac</b>		<b>Liabilities in INR Lac</b>	
		Current Assets		Short term liabilities	
		Fixed Assets		Long term liabilities	
		Long term investments			
		Total Assets (A)		Total Liabilities (B)	
<b>Total Net Worth as of (A-B)</b>					
13	<p>Turnover of Applicant Company in each of the previous 3 financial years ending 31<sup>st</sup> March 2015 ,2016, 2017</p> <p>Existing empanelled EAs shall also submit the above mentioned information.</p>	<b>Financial Year</b>	<b>Turnover in INR Lac</b>	<b>Grants-in-Aid in INR Lac</b>	
		2014-15			
		2015-16			
		2016-17			
14	<p>Profitability (Profit Before Tax)</p>	<b>Financial Year</b>	<b>Profits in INR Lac</b>		
		2014-15			
		2015-16			
		2016-17			
16	<p>In case of Organization that wish to empanel into Level T2/T3, number of successful Aadhaar enrolments completed (Provide State wise information)</p>				
17	<p>Names of States/ UTs in which the Applicant Company is interested to undertake enrolment work :</p> <p>(This information is mandatory. Please note that the number of the States/ UTs provided here should match with the Tier F1 specifications given for assessment of financial capacity i.e. in terms of number of States)</p>				



I/We hereby declare that our request, in response to this RFE, is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[Applicant's Name with seal]

Signature:

Place

Name:

Dated

Designation:

The applicant should submit information in the above format and should mandatorily provide all supporting documents as mentioned, in hard copies, and should send them at the following address:

To,

The Deputy Director,  
Enrolment and Update Division  
Unique Identification Authority of India (UIDAI),  
2<sup>nd</sup> Floor, Tower I, Jeevan Bharati Building,  
Connaught Circus,  
New Delhi - 110001.

**14. Annexure-III – Letter of Bank Guarantee**


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Dear Sir / Madam,

Guarantee No. \_\_\_\_\_

Amount of Guarantee \_\_\_\_\_

Guarantee cover from \_\_\_\_\_

Last date for lodgment of claim \_\_\_\_\_

This Deed of guarantee executed by the .....(name of Bank) having its Central Office at ..... and amongst other places, a Branch at \_\_\_\_\_

(hereinafter referred to as 'the Bank') in favour of \_\_\_\_\_

(hereinafter referred to as 'the Beneficiary ') for an amount not exceeding Rs \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ ) at the request of \_\_\_\_\_

(hereinafter referred to as 'the Contractor/s').

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_) and the

Guarantee shall remain in full force up to \_\_\_\_\_(Date of expiry) and

cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before the \_\_\_\_\_ (last date of the claim).

**BANK GUARANTEE**

To

*(name and address of purchaser)*

Dear Sir / Madam,

BANK GUARANTEE

WHEREAS

.....(Company name), a ..... company registered under the Companies Act, 1956 having its registered and corporate office at ....., hereinafter referred to as "our constituent", Which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated \_\_\_\_\_ (Herein after, referred to as "contract") with *(name of the purchaser)* as detailed in the said contract.

We are aware of the fact that as per the terms of Empanelment, .....(Company name) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount INR ..... (in words) and guarantee the due by our constituent as per the Empanelment and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach / default of the said Empanelment by our Constituent. In Consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Empanelment with you, we (Name and Branch of Bank) have agreed to issue this Bank Guarantee.

Therefore, we (Name and Branch of Bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the Terms and Conditions of the said Empanelment, and which has not been rectified by him in given timeframe, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of INR ..... (Amount in words) without any demur.

Notwithstanding anything to the contrary, as contained in the said Empanelment, we agree that UIDAI's decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Empanelment, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. We bind ourselves to pay the above said amount at any point of time commencing from the date of the issue of this Bank Guarantee till (date)\_\_\_\_\_ as per said Empanelment.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights:

- (i) Requiring beneficiary to pursue legal remedies against .....(Company name) for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Empanelment and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Empanelment is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained herein above, our liability under this Bank Guarantee is restricted to INR .....(Amount in words) and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the Power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, Notwithstanding any arrangement that may be entered into between you and our Constituent, during the entire currency of this guarantee.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject-matter hereof brought by you may not be enforce in or by such court.

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed INR .....(Amount in words).

This Bank Guarantee shall be valid only up to \_\_\_\_\_ (date)

We are liable to pay the guaranteed amount or part thereof under this Bank Guarantee only and only if we receive a written claim or demand on or before \_\_\_\_\_ (date).

Dated \_\_\_\_\_ this \_\_\_\_\_ day \_\_\_\_\_ ( year).

Yours faithfully,

For and on behalf of the \_\_\_\_\_ Bank,

(Signature)

Designation

(Address of the Bank)

Note: This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.

**15. Annexure-IV – Draft Terms and Conditions of Empanelment****1. Purpose**

Empanelment of Enrolling Agencies (EA) for undertaking demographic and biometric data collection for UID enrolment.

**2. Name of Empanelling Authority**

Unique Identification Authority of India (UIDAI)

**3. Period of Empanelment**

The period of empanelment is 3year from the date of issuance of the empanelment letter or as extended as per the discretion of UIDAI.

**4. Relationship**

- a) Empanelment shall not be construed as relationship of master and servant or of principal and agent as between the 'UIDAI and Empanelled Enrolling Agency (EA). No partnership shall be constituted between UIDAI and the EA by virtue of this Empanelment nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other Empanelment a partnership has been constituted, or that it has any such power. The EA shall be fully responsible for the services performed by them.
- b) Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for advertising or promotional purpose without first having obtained the other party's prior written approval.
- c) Empanelment shall not guarantee that all EAs shall be invited to bid for, or be awarded any project / assignment as a result of this empanelment.

**5. Termination/ Cancellation of Empanelment**

UIDAI reserves the right to terminate Empanelment of an EA due to any of the reasons mentioned hereunder:

- i. Submission of false particulars/ fake documents for securing empanelment.
- ii. Non-adherence to the UIDAI enrolment processes and guidelines, which includes use of latest enrolment client version, timely client sync and upload of resident data packets.
- iii. Evidence of sub-contracting of enrolment work.
- iv. Consistent poor quality of biometrics and demographic data.
- v. Usage of biometric devices which are not certified by UIDAI.
- vi. Deploying Enrolment Operators/supervisors who either do not have their Aadhaar generated and/or are uncertified and /or inactive as per UIDAI activation protocols.
- vii. Mismanagement of the enrolment centres.
- viii. Non-provision of necessary infrastructure at the enrolment centres.

- ix. Poor performance reports/Complaints received against the Enrolment Agency.
- x. Information provided to UIDAI is found to be incorrect.
- xi. Non co-operation during audits/inspections by UIDAI/Registrars/auditing agencies empanelled/ appointed by these.
- xii. Conditions arising from audits are not met within the specified time period.
- xiii. Misleading claims are made about the empanelment status.
- xiv. EA becomes insolvent, bankrupt or a resolution is passed for the winding up of the EA's organization.
- xv. Empanelment conditions are not met within the specified time period.
- xvi. Significant changes to the organization leading to change of management, or in the course of being conducted, are not notified to UIDAI.
- xvii. Clear evidence is received that empanelled agency is in breach of copyright.
- xviii. Not maintaining the confidentiality of the documents, data collected, or any other. Violation of UIDAI data security guidelines for Enrolment Agencies.
- xix. Undertaking enrolment operations at locations without valid agreement/approval with the Registrars.
- xx. Soliciting information outside the scope of work.
- xxi. Any other reasons deemed fit by the UIDAI for termination/ cancellation of empanelment.
- xxii. Non-adherence to time frame for uploading enrolment packets.
- xxiii. Poor Performance Report from Performance Monitors.
- xxiv. EA does not upload or uploads incorrect details about enrolment centres.

## 6. Renewal and Updates to Empanelment

The empanelment shall be valid for duration of three years subject to compliance of all requirements. The EA shall pay the prescribed fees at the time of renewal of empanelment. Updating the list of empanelled EAs on website shall be done every time changes are made to the list. Updates shall include selection of new agencies for empanelment, up-gradation in Level/ Tier for existing empanelled EAs and dis-empanelment of existing EAs not conforming to UIDAI specified standards/ processes /guidelines for enrolment. However, UIDAI reserves the right to change the renewal terms and duration based on its discretion at any point of time. Performance Monitoring Reports of Enrolment Centers along with other MIS will be considered for renewal of empanelment.

## 7. Performance Assessment

EA's performance will be assessed during the execution of the project/ assignment and any deficiencies and short-falls may impact their empanelment/renewal. EAs will

be penalized for data and process errors as per the policy framed and revised by UIDAI from time to time.

#### 8. Fraud and Corruption

UIDAI requires that the EA must observe the highest standards of ethics during the performance and execution of the awarded contract(s). UIDAI will terminate the empanelment, if it determines that the empanelled EA has been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive practices, directly or indirectly, in competing for a contract, or execution of a contract.

#### 9. Financial Penalty/Disincentive

Financial Penalty/Disincentive shall be levied on Enrolment agencies on following account

- a) Corrupt practices followed during enrolment / update of the resident
- b) Process violations
- c) Demographic and biometric error committed during enrolments of residents.
- d) Tampering with enrolment / update software or any other software provided by UIDAI.
- e) Delay in upload of enrolment packet or non upload of enrolment packets.
- f) Loss of enrolment packet.
- g) Non compliance of Aadhaar (Targeted Delivery of Financial and Other subsidies, benefits and services) Act, 2016 and regulations framed thereunder, policy, process, guidelines, orders and notifications issued from time to time.

The amount of financial penalty / disincentives shall be notified by UIDAI from time to time.

#### 10. Confidentiality

The EA and the personnel of either of them, shall not disclose any proprietary or confidential information relating to the Project, the Services, or the Contract without the prior written consent of the UIDAI. Strict confidentiality of the resident demographic and biometric information shall be maintained at all times.

#### 11. Advertising and Promotion

The advertisement and marketing material (posts, marketing brochure content on the website, emails and postal letters etc.) used by the EAs shall be in accordance with the guidelines laid down by UIDAI. The EAs shall not use the Name of UIDAI, its brand name-AADHAAR, and its Logo, to promote their interest in any manner in any programme no connected / related or being undertaken for UIDAI.

#### 12. Indemnity



The EA will indemnify UIDAI against any misuse of UIDAI Name, Brand Name-AADHAAR and Logo. For any misuse of UIDAI name and logo, the EA itself will be held responsible. UIDAI will take necessary actions for such cases. UIDAI will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the EA.

### 13. Conflict of Interest

UIDAI considers a conflict of interest to be a situation in which the EA has interests that could improperly influence the EA's performance of duties or responsibilities, contractual obligations, or compliance with applicable standards, laws, and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice. UIDAI requires that EA shall provide professional and objective services and at all times hold the UIDAI's interests paramount, strictly avoid conflicts of interest with other assignments or its own corporate interests and act without any consideration for future work. Without limitation on the generality of the foregoing, EA, and any of its affiliates, shall be considered to have a conflict of interest under any of the circumstances set forth below:

- i. The EA and any of its affiliates/ personnel/ that has a business of family relationship with a member of the UIDAI's staff who is directly or indirectly involved in any part of the preparation of the Terms of Reference of the project/assignment, to the selection process for such project/ assignment
- ii. EA shall have an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of the UIDAI, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Agency or the termination of its Empanelment.
- iii. EA shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this application and during execution of the assignment.
- iv. The empanelled EA will not be eligible to participate or under-take any activities related to the Testing and Certification of Audit work component of UID project.

14. The EA shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this empanelment scheme and the ensuring contracts with the Registrars.

### 15. Rights of use

All rights of use of any process, product, service, or data developed, generated, or collected, or any other task performed by the EA during the execution of the assignment/ project related to demographic and biometric data collection for UID enrolment, would lie exclusively with the UIDAI or its nominated agencies in perpetuity free from all liens, encumbrances and other third party rights and the EA shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the UIDAI or its nominated agencies.

#### 16. Right to Inspect and Audit

UIDAI shall have the right to:

- i. Carry out any inspection, background checks, audits of the empanelled enrolling agencies
- ii. Verify any allegations made by/ made against the enrolling agencies
- iii. Carry out scheduled/ un-scheduled visits to any of the enrolment centres/ stations manned by the enrolling agencies by authorized officials/ nominated agencies
- iv. Oversee the processes and operations of the enrolling agencies

#### 17. Intellectual Property Rights

- i. UIDAI reserves intellectual property rights of all processes, standards, software, document, training content or other material, being provided to the EA for performing its duties and obligations towards demographic and biometric data collection for UID enrolment.

#### 18. Privacy & Security

The EA must ensure that the data is kept in a very secure and confidential manner and under no circumstances, shall they neither use the data themselves nor part with the data to any other agency other than the UIDAI. Mechanisms to ensure the same have to be put in place by the EA and shall be subject to audit by UIDAI/ its representative from time to time. The EAs must familiarize themselves and strictly adhere and comply with the data security guidelines issued by UIDAI from time to time.

#### 19. General

- i. The enrolment agency shall at all times be governed by the provisions of the Aadhaar Act 2016 and the regulations framed thereunder.
- ii. The terms and conditions of this empanelment between UIDAI and EA shall be treated as confidential and shall not be disclosed without the prior permission of UIDAI. However, this information may be disclosed to person or body with legal right to know the information.
- iii. All contracts and documents shall be written in English language
- iv. No variation to this empanelment letter shall be effective unless and until accepted in writing by authorized signatories of both parties.

- v. The interpretation validity, and performance of this document, shall be governed in all respects in accordance with the Indian Laws and the parties hereto hereby submit to the exclusive jurisdiction of Delhi courts.
- vi. The EA may be representing the Registrar and UIDAI post selection and appointment by the Registrar. Any work as and when required for smooth and timely execution of the project may be supported by the EA. Registrar and UIDAI may make all possible efforts to provide support and help to the extent possible; however the final responsibility of the same may rest with the EA.

#### 20. Bank Guarantee

Breach/default of the Terms and Conditions of the said Empanelment, and non-compliance with directions to rectify in given time frame will result in invoking of the Bank Guarantee.

We undertake that we have read the above Terms and Conditions carefully and we agree to abide by all the conditions mentioned herein and that with the signing of this letter of acceptance we have bound ourselves to the terms and conditions mentioned herein. We state that we have signed all pages of this document as our acceptance. We further state, that the signing of this acceptance does not give us guarantee to be chosen as the Enrolling Agency for any Registrar.

Sign:

Co Seal:

Name:

Designation:

Date: