

REQUEST FOR PROPOSAL
FOR
ESTABLISHING AND RUNNING
AADHAAR SEVA KENDRAS

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Ministry of Electronics and Information Technology, Govt. of India

Bangla Sahib Road, Behind Kali Mandir,

Gole Market,

New Delhi - 110001

Ref. No. F.No. 4(4)/57/369/ASK/2018/E&U

Dated 3rd OCTOBER, 2018

TABLE OF CONTENTS

SECTION-I	Invitation to Bid and Introduction	4
Part-I	Notice Inviting Tender	4
Part II	Introduction	6
Part III	Instruction for Online Submission of Bid	7
SECTION-II	Instructions to bidders	11
Part-I	General	11
Part-II	Eligibility Criteria	17
Part-III	Technical Evaluation Criteria	20
Part-IV	Selection Process	23
Part - V	Bid Preparation and Document Checklist	26
SECTION-III	Scope of Work, Deliverables and SLAs	27
Part-I	Description of Services	31
Part-II	Service Level Agreement	36
SECTION-IV	General & Special Conditions of Contract	37
Part-I	General Conditions of Contract	37
Part-II	Special Conditions of Contract	59
SECTION-V	Annexure & Appendices	62
Annexure -I	Forms for Bidding	63
Annexure -II	Standard Contract Form	73
Annexure -III	Form of Bank Guarantee Bond	75
Annexure -IV	BANK GUARANTEE FOR EMD	77
Annexure -V	Performa for submitting written queries	79

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

Annexure -VI	Seating Layout – Model A and Model B	95
Annexure -VII	List of Cities and corresponding number of ASKs	97
Annexure -VIII	Process Flow Diagram	98
Annexure -IX	Refund Scenarios	99
Annexure -X	Aadhaar Update Cost Calculation Scenarios in case of Shortfall in Aadhaar Enrolment/Updates	100
Annexure -XI	Manpower allocation as per Model A and Model B	103
Annexure -XII	Non-Disclosure Declaration	104

SECTION-I

Invitation to Bid and Introduction

PART-I: Notice Inviting Tender:

1. The UIDAI invites online bids from eligible bidder which is valid for minimum 180 days from bid submission end date as mentioned in critical date sheet for “ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS (ASK)”. Manual Bids will not be accepted.
2. RFP documents may be downloaded from UIDAI Website: <https://uidai.gov.in> (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>

Brief Scope of Work	The Unique Identification Authority of India (UIDAI), Ministry of Electronics and Information Technology, Government of India invites proposals for Engagement of Service Providers to establish and run the AADHAAR SEVA KENDRAS (ASK) and provide appointment based Aadhaar Enrolment, Update and other miscellaneous Aadhaar Services at ASK. Detailed Scope of Work and services expected from the agencies are provided in the Section III - Scope of Work in the RFP document.
Tender Fee	Rs 1,000/- (Rupees One Thousand only) in the form of Bank Demand Draft
Earnest Money Deposit to be submitted	Rs 6.5 Crores/- (Rupees Six Crores Fifty Lakhs only) in the form of Bank Demand Draft/Bank Guarantee

3. Bids shall be submitted online only at CPP portal website: <https://eprocure.gov.in/eprocure/app>. Bidders are 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 <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 200 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 UIDAI website <https://uidai.gov.in/uid-tenders.html> or Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> 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 EMD would be forfeited 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 on 09th OCT 2018 in Unique Identification Authority of India, 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 Shri C R Prabhakaran, Deputy Director (E&U) by 5 PM on 12th OCT 2018.

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

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 <https://uidai.gov.in/uid-tenders.html> and CPPP website <https://eprocure.gov.in/eprocure/app> at least 2 days 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. Critical Date Sheet:

Published Date	03 OCT 2018 (3.00 PM)
Bid Document Download / Sale Start Date	03 OCT 2018 (3.00 PM)
Clarification Start Date (Only through email)	04 OCT 2018 (11.00 AM)
Pre bid meeting	09 OCT 2018 (11.00 AM)
Clarification End Date(only through e-mail)	12 OCT 2018 (5.00 PM) – Any clarification post this date & time will be rejected and not answered by UIDAI
Issue of clarifications/corrigendum	16 OCT 2018
Bid Submission Start Date	17 OCT 2018 (3.00PM)
Bid Submission End Date	12 NOV 2018 (4.00PM)
Bid Opening Date	14 NOV 2018 (2.30PM)

10. The Hard Copy of original instruments in respect of cost of Tender Fee and Earnest Money Deposit shall be submitted on or before bid opening date/time as mentioned in critical date sheet to Shri C R Prabhakaran, Deputy Director (E&U), Unique Identification Authority of India, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi - 110001

PART-II: INTRODUCTION:

1. The UIDAI proposes to invite proposals from competent and eligible entities for engagement of **Service Providers** to establish and run the AADHAAR SEVA KENDRAS (ASK) and provide appointment based Aadhaar Enrolment, Update and other miscellaneous Aadhaar Services at ASK. The scope of work is further elaborated under Section III - Scope of Work in the RFP document.
2. The UIDAI is mandated to issue unique numbers (Aadhaar numbers) to every resident in the country. The UIDAI has been issuing Aadhaar numbers in partnership with large number of Registrars across the country. The process of enrolments has gained momentum since the launch of project on 29th September, 2010 and more than 122 crore Aadhaar have been issued.
3. Aadhaar number is a 12-digit random number issued by UIDAI to the Indian residents. Aadhaar number is unique and robust enough to eliminate duplicates and fake identities and may be used as a basis/primary identifier to roll out several Government welfare schemes and programs for effective service delivery thereby promoting transparency and good governance. This is the only program of its kind globally, wherein a state-of-the-art digital and online Id is being provided free of cost at such a large scale to people, and has the potential to change the way service delivery functions in the country.
4. Enabling Aadhaar for various services makes it essential to ensure that the resident information stored in the Central Identification Data Repository (CIDR) is accurate, relevant and up-to-date. Corresponding to changes in a resident's life events, movement to newer locations etc., demographic data such as resident's name, address, mobile number etc. are expected to change through the course of time. The biometric information may also require update with life progression, such as children completing 5/15 years of age, changes in appearance due to age progression, wearing-out of fingerprints, etc.
5. UIDAI provides facility to residents to update their data in CIDR from time to time and ensure that CIDR is up-to-date & accurate always. In view of the same and to further strengthen the quality aspects of the Aadhaar data, UIDAI has engaged an agency to undertake the quality check of the residents Aadhaar data
6. As per the process for Aadhaar enrolment and any related update in the Aadhaar data, residents are required to submit documents which include PoI/PoA/DoB/PoR. Irrespective of the type of enrolment, the documents are scanned and attached to the request for enrolment or update.
7. All Update modes can broadly be categorized into two categories:
 - Assisted Modes**– This mode is where residents place the Update request with the help of an operator at an enrollment/update center. In such a case, the documentary evidence is collected by the operator at the time of accepting the request.
 - Self-Service Mode** –In this mode a resident places the Address (PoA) update request online directly without any Assistance using registered mobile number in Aadhaar. The resident may upload Address (PoA) documentary evidence which may be verified against requested data at a later stage at UIDAI's Update back-office.

PART-III: INSTRUCTION FOR ONLINE SUBMISSION OF BID:

As per the directives of Department of Expenditure, this Tender document has been published on the Central Public Procurement Portal (URL:<https://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

<p>1. Registration</p>	<p>1) 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 “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.</p> <p>2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p> <p>3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</p> <p>4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.</p> <p>5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.</p> <p>6) Bidder then logs in to the site through the secured log-in by entering their userID / password and the password of the DSC / eToken.</p>
<p>2. Searching for Tender Document</p>	<p>1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.</p> <p>2) Once the bidders have selected the tenders they are interested in, they may download the required documents / Notice Inviting Tender. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.</p>

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	<p>3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk</p>
<p>3. Preparation of Bid</p>	<p>1) Bidder should take into account any corrigendum published on the RFP document before submitting their bids.</p> <p>2) Please go through the RFP document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers (Packets) in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p>3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the RFP document / Notice Inviting Tender and they can be in PDF and XLS formats only. Bid documents may be scanned with 200 dpi with black and white option.</p> <p>4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.</p>
<p>4. Submission of Bid</p>	<p>1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.</p> <p>2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender document.</p> <p>3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.</p> <p>4) The bidder shall seal the original Bank Draft/Pay order /Bank Guarantee as per Tender Fee and EMD and Original Integrity Pact in an envelope. The Bidder shall mark its name and Tender reference number on the back of the Bank Draft/ Pay order before sealing the same. The name and address of the bidder and the RFP Reference Number shall be marked on the envelope.</p> <p>The envelope shall also be marked with a Sentence “NOT TO BE OPENED BEFORE the Date and Time of Bid Opening”. If the envelope is not marked as specified above, UIDAI will not assume any</p>

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	<p>responsibility for its misplacement, pre-mature opening etc.</p> <p>The bidder shall deposit the envelope in the tender box kept for this purpose at UIDAI HQ (Reception area)</p> <p>In case EMD is sent through Speed Post marked in the name of Shri C R Prabhakaran (DD) E&U Division UIDAI, please ensure that it must reach Enrolment and Update Division of UIDAI as per bid closing date and time mentioned in Notice Inviting Tender. EMD not meeting above deadlines will not be accepted and their uploaded bid will be rejected.</p> <p>5) A standard BoQ.xls format has been provided with the Tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.</p> <p>6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p>7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.</p> <p>8) The uploaded Bid documents become readable only after the Tender opening by the authorized bid openers.</p> <p>9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.</p> <p>10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p>
<p>5. Assistance to Bidders</p>	<p>1) Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the RFP.</p>

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	<p>2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315, 91-7878007972 and 91-7878007973, 0120-4200462, 0120-4001002 , 91-8826246593</p>
<p>6. Online Submission of Bid</p>	<p>The Bid shall be submitted online in 2 Packets, viz.,</p> <p><u>Packet (1)</u></p> <p>Part I – Checklist + Tender Fee + EMD + Integrity Pact + FORM 1 + Eligibility criterion supporting documents</p> <p>Part II - FORM 3 Technical Proposal Cover Letter + FORM 2 & 6 with supporting documents</p> <p><u>Packet (2)</u></p> <p>FORM 4 + FORM 5 -Summary of Cost- BoQ.xls</p> <p>All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. Checklist should be added covering all the required documents should be mandatorily added for easy referencing.</p> <p>All the files mentioned below should be in .PDF format except for the FORM 5 BoQ which should be .xls format.</p> <p>The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.</p>

SECTION-II

INSTRUCTION TO BIDDERS

PART-I: GENERAL:

Definitions	<ul style="list-style-type: none"> a) ABIS – Automated Biometric Identification System b) “Applicable Law” means the laws and any other instruments having the force of law in India. c) “ASK” means the successful bidder(s) who has (ve) to provide services to UIDAI under the scope of this Bid/Contract. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives and approved sub-contractors or other personnel employed or engaged either directly or indirectly by the ASK for the purposes of the Contract. d) “Bidder” means the entity bidding for the services under the Contract. e) “Contract” means the Agreement entered into between the Purchaser and the Service Providers, together with the contract documents referred to there in, including all the attachments, appendices, annexure, and all documents incorporated by reference therein. f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 6, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. g) “Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder’s team by virtue of this Contract that: is by its nature confidential or by the circumstances in which it is disclosed confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract. h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1. i) “GC” mean these General Conditions of Contract. j) “Government” means the Government of India. k) “In writing” means communication in written form with proof of receipt. l) “Instructions to Bidders” (Section II of the RFP) means the document which provides interested Bidders with all information needed to prepare their bids. This document also details out the eligibility criteria and process for the selection of the Service Provider m) “Party” means the Purchaser or the Service Provider, as the case may be, and “Parties” means both of them.
--------------------	--

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	<p>n) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>o) “Purchaser” means the Unique Identification Authority of India (UIDAI) with which the selected Bidder signs the Contract for the Services.</p> <p>p) “Resident” means normal resident of India.</p> <p>q) “Service Provider” means any private or public entity that will provide the Services to the Purchaser under the Contract. The Service Provider is the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement.</p> <p>r) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>s) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of Work at Section-III of RFP hereto.</p> <p>t) “Scope of Work” (SoW) means the Section III of the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Purchaser and the Service Provider. It also includes the Service Level Agreement (SLA).</p> <p>u) “SLA” refers to Service Level Agreement as defined under the Scope of Work section in the RFP.</p> <p>v) “Standard Contract” means the Annexure-II of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Service Provider.</p> <p>w) “Site” means the facilities approved by UIDAI for the purposes of the Contract wherein the operations/services as specified in the ‘Scope of Work’ are to be provided/carried out</p> <p>x) “Second Service Provider” means the bidder who chooses to match the ‘Discovered Rate’ as per the process prescribed in Part IV of Section II-‘Selection Process’ and declared as such by UIDAI.</p> <p>y) “UIDAI” means Unique Identification Authority of India and is referred as the Purchaser.</p> <p>z) “Verifier” means a person who does the verification of documents carried/submitted by the resident as prescribed by UIDAI in Enrolment/ Update form for the purpose.</p> <p>aa) “Screener” means a person who performs a pre-verification of the documents carried by the resident and will ensure that resident has brought correct type of/legible documents for the services requested</p>
<p>1. General</p>	<p>1.1. All the provisions listed out in the Request for Proposal (RFP) issued by the UIDAI shall be binding upon the participating bidders of this RFP.</p> <p>1.2. The UIDAI will select Service providers, in accordance with the method of selection as detailed in “Selection Process” in Part-IV of Section-II of the RFP</p> <p>1.3. The detailed scope of the assignment/ job has been described in the Scope of Work in Section III of RFP.</p>

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	<p>1.4. The date, time and address for submission of the bid have been given in the Notice Inviting Tender for RFP in Part-I of Section -I of RFP.</p> <p>1.5. Interested Bidders are invited to submit the documents for Pre - Qualification, Technical Bid and Financial Bid, strictly as per “Bid Preparation and Document Checklist” as per Part V of Section II of the RFP.</p> <p>1.6. The Purchaser is not bound to accept any or all the bids, and reserves the right to annul the selection process at any time prior to award of Contract, without thereby incurring any liability to the Bidders.</p>
Bid Validity	1.7. The Bid must be valid for 180 days from the last date of bid submission
Consortium	1.8. Bids received from Consortiums will not be considered. Such bids shall be termed as ‘invalid’
Tenure of Contract	<p>1.9. The Contract shall be in force for Three (3) years subject to adherence to timelines/time frame and as per the Terms and Conditions of the Contract.</p> <p>1.10. Extension of the contract: The contract may be extended by two more years, on year to year basis as per Clause 2.10 Extension of Contract of General terms of extension. However, extension shall be subject to the satisfactory performance of the Service Provider and solely at the discretion of the purchaser.</p> <p>1.11. Termination of the contract: Notwithstanding the allocation of work during the Contract period and/or tenure of Contract, the UIDAI, without prejudice or liability, reserves the right to terminate the contract.</p>
2. Clarification and amendment of RFP Document	<p>2.1. Bidders may request a clarification in the RFP document up to the Clarification End Date as per Notice Inviting Tender. Any request for clarification must be sent only through electronic mail to prabhakaran.cr@uidai.net.in. The format for submitting queries is provided at Annexure V of Section V of the RFP.</p> <p>2.2. At any time, before the submission of Bids, the Purchaser may amend the RFP by issuing an addendum/ corrigendum in writing or by standard electronic means and publishing it on “https://eprocure.gov.in/eprocure/app</p>
3. Preparation of Financial bid	<p>3.1 The preparation of the Bid as well as all related correspondence exchanged by the Bidders and the Purchaser, shall be in English</p> <p>3.2 The Financial Proposal shall be prepared using the FORM 4- Commercial Proposal Cover Letter and FORM 5 – Commercial Proposal Format - BOQ.xls (Annexure-I of Section V). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.</p> <p>3.3 Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs.00.00)</p>

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

Taxes	3.4 The Bidder shall be subject to taxes, such as, but not limited to GST, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. Bidders shall specify all such taxes in the financial bid
4. Earnest Money Deposit (EMD)	<p>4.1 Earnest Money Deposit by the bidders:</p> <ul style="list-style-type: none"> i. An EMD of the value “Rs. 6.5 Crores“ will be submitted in the form of Demand Draft in favor of “Unique Identification Authority of India ” payable at New Delhi ii. EMD in the form of Bank Guarantee will also be accepted. The Bank Guarantee may be addressed to the ‘Unique Identification Authority of India” payable at New Delhi. The Bank Guarantee should be valid for minimum 45 days beyond the bid validity period. iii. Bid not accompanied by EMD shall be rejected as non- responsive. iv. No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit. v. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract. vi. EMD is to be obtained from the bidders except those who are registered with Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation or Ministry of Electronics and IT.
5. Forfeiture of EMD	<p>The EMD shall be forfeited by the Purchaser in the following events:</p> <ul style="list-style-type: none"> i. If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof ii. If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof. iii. If the Bidder tries to influence the evaluation process. iv. If the Bidder/s selected as ‘Service Provider chose to withdraw the Bid before the finalization process. v. If the successful bidder fails to sign the contract or the performance guarantee is not submitted within the time specified
6. Tender Fees	<p>The RFP is available to be downloaded online, free of cost. However, at the time of submission of RFP, bidders are required to send the Original Demand Draft for Rs. 1000/- in favor of “Unique Identification Authority of India” payable at New Delhi.</p> <p>This RFP Fees should be clearly marked “Bid Fee” and submitted to UIDAI before bid opening date. The fee thus submitted is Non- Refundable</p>

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

<p>7. Performance Bank Guarantee</p>	<p>The selected Bidders shall be required to furnish a Performance Bank Guarantee equivalent to 5% of the estimated total contract value, derived from the value quoted by the Agency designated as L1, in the form of an unconditional and irrevocable Bank Guarantee from a scheduled commercial bank in India in favor of 'Unique Identification Authority of India'. New Delhi. PBG will be valid for 90 days beyond the contract conclusion date. The Bank Guarantee must be submitted within 10 calendar days after award of contract but before signing of contract. In case of contract extension, the selected ASKs must renew the Bank Guarantee on same terms and conditions but with revised contract value for the extended period. Performance Bank Guarantee would be returned after successful completion of tasks assigned to ASK and after adjusting/ recovering any dues recoverable/ payable from/ by the Bidder on any account under the contract.</p> <p>On submission of this Performance Bank Guarantee and after signing of the contract, the demand draft/bank guarantee submitted towards EMD would be returned in original.</p> <p>In case there is substantial increase in the volume of work from the initial assigned volume of work, UIDAI reserves the right to ask the Service Provider to furnish additional Performance Bank Guarantee proportional to the increase.</p>
<p>8. Bid Submission</p>	<p>8.1 The Proposal shall be submitted online as per Section I Part III – Instruction to bidder for Online Submission of bid. The important dates related to Bid submission, Bid closing & Bid opening are mentioned in Notice Inviting Tender Document. Manual/Physical Bids will not be accepted.</p> <p>8.2 An authorized representative of the Bidders shall initial/sign all pages of the original Bid before uploading. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign the bid on behalf of the bidder.</p> <p>8.3 For instructions on online bid preparation, Checklist of documents required for bid submission please refer Part II Section I and Part-V of Section-II (Packet 1 and Packet 2).</p>
<p>9. Right to Accept/Reject the Bid</p>	<p>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 Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.</p>
<p>10. Online Bid Opening and Evaluation</p>	<p>Bids shall be opened publicly on the date & time specified in the Notice Inviting Tender, in the presence of the Bidders' representatives who choose to attend.</p>

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

<p>11. Dis-qualification</p>	<p>Purchaser may at its sole discretion and at any time during the evaluation of application, disqualify any bidder, if the bidder:</p> <ul style="list-style-type: none"> i. Submitted the application after the response deadline; ii. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements; iii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three 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 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.
<p>12. Award of Contract</p>	<p>12.1 The Purchaser shall issue a 'Letter of Intent' to the selected Bidders after mutual acceptance of the Scope of Work.</p> <p>12.2 The Bidders will sign the contract as per the standard Contract form in Annexure II within 15 days of issuance of the letter of intent.</p> <p>12.3 The Bidders are expected to commence the assignment as per the timelines provided in PART-II - SPECIAL CONDITIONS OF CONTRACT Cl. 2.3. In case the winning Bidder fails to start the assigned work as per timelines provided in PART-II - SPECIAL CONDITIONS OF CONTRACT Cl 2.3, then the Purchaser may cancel the award of work to the lowest bidder and negotiate with the next lowest bidder, as the case may be, for award of work.</p>
<p>13. Termination of Contract</p>	<p>Notwithstanding the duration of the contract the termination of the Contract is subject to the conditions as stipulated in Para 2 of General Conditions of Contract at Part –I of Section IV of the RFP.</p>
<p>14. Non Exclusivity</p>	<p>UIDAI reserves the right to engage any other agency that it identifies to have fulfilled the criteria required for the proposed services in this RFP at any point of time during the tenure of the contract period or beyond the tenure of the contract period</p>

PART-II: ELIGIBILITY CRITERIA:

Pre-qualification Criteria				
S. no	Parameters	Requirement	Supporting Proofs/Documents	Compliance (Y/N)
1.	Legal Entity/Registration of Company	<p>Bidder shall be :</p> <p>(i) A company incorporated in India under the Companies Act, 1956 and subsequent amendments thereto</p> <p>(ii) Registered with the GST</p> <p>(iv) The company should be in operation from last Three years</p>	<p>(i) FORM 1 & FORM 2</p> <p>(ii) Certificate of Incorporation</p> <p>(iii) GST registration Certificate</p>	
2.	Net Worth	The Bidder should have had a net worth of Rs. 50 Crores as on 31 March 2018	<p>(i) FORM 1 & 2</p> <p>(ii) Audited Balance Sheet for financial year 2017-18 or Certificate from Company Secretary/ / Chartered Accountant</p>	
3.	Annual Turnover	The Bidder should have had a minimum annual turnover of Rs. 250 Crores from BPO / KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services,	<p>(i) FORM 1 & 2</p> <p>(ii) Audited Balance Sheet for 3 financial year OR Certificate from Company Secretary/ Chartered Accountant</p>	

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

		Public Service Delivery in each year during the last 3 financial years from above related Operations (2015-16, 2016-17, 2017-18)			
4.	Profitability	The bidder firm should be profitable (based on profit before tax) in last 3 years	(i) FORM 1 & 2 (ii) Audited financial statements for last three financial years or Certificate from Company Secretary/ Chartered Accountant		
5.	Quality Parameters	Bidder should be ISO 9001, ISO 27001 & ISO/IEC 20000 certified Company	(i) FORM 1 & 2 (ii) Valid ISO 9001 Certificate, ISO 27001 Certificate & ISO/IEC 20000 Certificate		
6.	Manpower	The bidder shall have at least 500 full time employee on their roles as on date from BPO / KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services, Public Service Delivery type of projects	(i) FORM 1 & 2 (ii) Certificate on no. of full time employees certified by Authorized Signatory/ HR Head		
7.	Single Entity	The bidder should be single applicant and not a consortium	(i) FORM 1 & 2 (ii) Self Declaration signed by Authorized signatory		

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

8.	Not blacklisted	“The bidder should not be blacklisted or debarred banned from participating or carrying out business with the UIDAI or the Ministry of Electronics & IT or the entire Central Government at the time of the submission of the bid. An undertaking from the bidder, in this regard, should be submitted. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder.”	Certificate from Authorized signatory		
9.	Income Tax Return	Should have filed income tax returns for the three financial years (2015-2016, 2016-2017 & 2017-2018).	Copy of IT Return duly acknowledged by Income Tax Department		

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

PART II : TECHNICAL EVALUATION / MARKING			Max Marks
A	Previous Experience and company background *Work Order/MOU and Project Completion submitted for supporting the assignment		20
1	The Average annual turnover from BPO / KPO Operations, IT Services, Outsourcing Services, HR Training and Testing Services, Public Service Delivery in any of the last 3 financial years		FORM 1 & 2
	(i) 250-500 Crore	10 Marks	
	(ii) 500-1000 Crore	15 Marks	
	(iii) Above 1000 Crore	20 Marks	
2	Physical inspection of the existing facilities of Bidders in relevant services conducted by UIDAI personals		20
B	Geographical Presence of the Bidder		15
1	No. of States/UTs in which own and exclusive Public Service Setup/Registered/Branch Offices are present		FORM 3 (a) and 3 (b)
	(i) 5 - 10	5 Marks	
	(ii) 10-20	10 Marks	
	(iii) Above 20	15 Marks	
C	Bidder's Capability and Developmental Approach		15
	Bidder should have capacity to develop and manage Transactional public service delivery portal i.e. appointment portal, payment gateway integration and citizen centric service		FORM 3
	(i) Number of projects in Development of Transactional	5 Marks	

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	public service delivery portal (excluding the project information provided for Eligibility Criterion para 6) (2 marks per project)			
	(ii) Maximum No. of Online Payment transactions/Citizen Centric Transactions handled under a single project annually			
	Above 1.5 crore	10 Marks		
	1 – 1.5 crore	7 Marks		
	50 Lakh- 1 crore	5 Marks		
	25 Lakhs – 50 Lakhs	3 Marks		
D	Bidder has to share the Approach and Methodology on the following parameters :-		FORM 3	30
	Understanding of the entire scope of work	5 Marks		
	Proposed IT Security Measures	5 Marks		
	Quality Measures proposed to be deployed	5 Marks		
	Methodology to cover the entire cities mentioned in Annexure VII			
	Methodology to be adopted by the bidder to manage the operations of the all the centers	5 Marks		

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	Project plan and delivery schedule (Work Plan) on roll out strategy	10 Marks		
--	---	-----------------	--	--

Note:

- These marks will be allocated based on bidders presentation to the evaluation committee on the detailed plans/documents submitted as part of the bid.
- Supporting Documents along with Checklist are required to be submitted in accordance with the Technical Evaluation Criteria above.
- The UIDAI reserves the right to visit any or all the short-listed bidders for a physical verification of stated capacities and capabilities. Discrepancy between stated capacity/capabilities and site verification shall result in immediate disqualification.
- **Bidder must score at least 60 or more marks in technical evaluation to be considered for further evaluation.**

PART-IV: SELECTION PROCESS:

Proposals will be reviewed by a Committee of Officers (the “Committee”) appointed by the tendering authority (UIDAI) or its designated representative(s). The tendering authority, or such other authority designated by the tendering authority is also referred to herein as the Committee of Officers (or “Committee”). The committee may be comprised of, or receive assistance from, several teams conducting parallel evaluations.

Evaluation of the bids will be done in four stages and at the end of every stage short listed bidders will be informed of the result through Central Public Procurement Portal. Evaluations will be based on the proposals, presentations and any additional information requested by the tendering authority. The following is the procedure for evaluation.

1. Evaluation of pre-qualification bids

- a. The documentation furnished by the bidder will be examined prima facie to see if the technical skill base and financial capacity and other bidder attributes claimed therein are consistent with the requirements of this project and meet the pre-qualification criteria as specified above in Table 1, Part II of Section II of this RFP.
- b. 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.
- c. Any proposal not complying with the requirements of the pre-qualification criteria will not be processed further.

2. Evaluation of Technical bids

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 Table 2, Part III of Section II of this RFP.
- b. **Proposal Presentations** The committee will invite each bidder to make a presentation to the tendering authority at a date, time and location determined by the tendering authority. 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 committee may seek oral or written 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. Oral 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.
- d. Depending on the evaluation methodology mentioned in points a, b and c, each Technical Bid will be assigned a technical score out of a maximum of 100 points.

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

e. The bidders, who score a Technical score of **60 marks or more**, will qualify for the evaluation in the commercial process.

f. The list of “Technically Qualified Bidders” will be published on <https://eprocure.gov.in/eprocure/app>

3. Evaluation of Commercial bids

- a. The Commercial Bids of the “Technically Qualified Bidders” only will be opened.
- b. It is envisaged to engage 2 (two) ‘Service Provider’ for the work.
- c. Evaluation of commercial bid will be done on following manner.
- d. One successful Aadhaar Enrolment/Update shall mean Aadhaar number being generated or update being done in CIDR against the Enrolment ID or Update Request Number.

S.No.	All activities related to below mentioned service/ item	Unit Cost (in Rs.) (exclusive of all taxes)	Total Weightage	Evaluation Criteria
1.	Rate for per successful Aadhaar Enrolment/Biometric Updates	$A1=(\text{Unit Cost})$	20%	$B1=A1*20\%$
2.	Rate for per successful Aadhaar Demographic Update	$A2=(\text{Unit Cost})$	80%	$B2=A2*80\%$
	Total			$B3=B1+B2$

e. The bidder with lowest weighted bid (B3) will be considered as L1 bid.

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

- f. Subject to more than three (3) qualified bidder, bidder/s with highest bid value (B3) shall be rejected.
- g. The bidder having the lowest bid (B3) shall be declared as lowest bid (L1) and all others also declared as L2, L3.....Ln .
- h. The lowest rate L1, received from a qualified bidder will be treated as the **“Discovered Rate”**.
- i. Once the L1 bidder is identified, the bidder at L2 will be given first rights to match the L1 rate to receive an order for carrying out the services.
- j. In case, L2 is unable to match the rate quoted by L1, the option shall be passed to L3, this process will be repeated moving from L3 to L4 and so on, till one more successful bidder emerges, offering the service at the discovered rate.

4. Contract Finalization and Award

If UIDAI is unable to finalize a service agreement with the bidders selected through the above process, UIDAI may proceed to the next ranked bidders, who have agreed to match the **“Discovered Rate”** to receive an order for carrying out the services.

The estimated volume of work to be done is indicated in the Scope of work in the RFP. However, UIDAI, shall conduct a periodic review of the requirement of the project. The work to be done for each bidder may increase or decrease during the contract period.

Further, UIDAI may display each Service Provider’s performance on the portal in terms of performance.

PART-V: ONLINE BID PREPARATION AND DOCUMENTS CHECKLIST:

1. **PACKET I PART I - DOCUMENT CHECKLIST + EMD +INTEGRITY PACT TENDER FEE + PREQUALIFICATION FORM + SUPPORTING DOCUMENT**
 - a. Scan Copy of Tender Fee Draft
 - b. Scan Copy of EMD Fee Draft/Bank Guarantee
 - c. Scan Copy of Integrity Pact
 - d. Signed and Scanned Copy of FORM 1
 - e. Signed and Scanned Copy of Checklist specified in Section II PART-III: ELIGIBILITY CRITERIA: TABLE 1 and all the supporting document.

2. **PACKET I PART II - TECHNICAL PROPOSAL FORMS AND SUPPORTING DOCUMENTS**
 - a) Signed and Scanned Copy of all the Technical Forms (FORM 2, FORM 3) provided in Section V and all the supporting documents specified in Section II TABLE 2 :TECHNICAL EVALUATION CRITERIA

 - b) Signed and Scanned Copy of FORM 6

3. **PACKET II FINANCIAL BID FORM + BOQ.xls**
 - a) Signed and scanned copy of FORM 4: Commercial Proposal Cover Letter

 - b) FORM 5 – Commercial Proposal Format - BOQ_xls

The bidder shall quote the **cost for each successful Aadhaar Update and successful Aadhaar Enrolment separately** for providing services as per the Scope of Work given in Section III which shall be exclusive of all the statutory taxes, levies, duties etc. The **cost for each successful Aadhaar Demographic Update and successful Aadhaar Enrolment/ Biometric Update* separately** quoted shall be inclusive of all costs to be incurred by the agency for providing other additional services including but not limited to center facility, its management/maintenance, manpower, Security, IT equipment installed for the purpose, connectivity etc. specified in the ‘Scope of Work’. The cost quoted shall be inclusive of all incidental expenses except taxes. However, 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.

Note: The revision in unit cost shall be applicable after two years of contract. After initial two years there will be an increment of 5% per year in the discovered rates.

***Biometric Update Include Fingerprint, Iris and Photo update. In case resident wants to update his/her photo, he/she shall have to undergo full Biometric update.**

SECTION-III

SCOPE OF WORK, DELIVERABLES AND SLAs

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 database, 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.

2. Overview of Scope of Work

Establishing and running Aadhaar Seva Kendras:

Aadhaar Seva Kendras:

ASKs will act as the core facility for catering to all front-end activities related to Aadhaar Enrolment, Update and other miscellaneous Aadhaar services.

- 2.1 Service Provider will be responsible for complete setting up of ASK including but not limited to space acquisition, site preparation, Online Aadhaar Appointment Management System (AMS) and installation of every piece of requisite infrastructure. UIDAI shall only be providing the software required for resident enrolment and update.
- 2.2 All ASKs shall be designed in the most resident-friendly manner, with all the facilities that will be required to provide the residents with a totally comfortable environment.
- 2.3 All ASKs should have an identical look and feel as it provides a distinct identity to the system and reduces the learning curve for the residents.
- 2.4 ASKs resource requirement will be as defined below for Model A and Model B.

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

S.No	Particulars	Model A		Model B	
		Counters	Persons	Counters	Persons
1.	Helpdesk	1	2	1	2
2.	Portal Desk	1	1	1	1
3.	Cash Counter	1	1	1	1
4.	IT personnel	1	1	1	1
5.	Screeener	1	2	1	1
6.	Verifier	3	2- Update 1 –Enrolment	2	1 – Update 1- Enrolment
7.	Workstations	16	16	8	8
8.	Feedback Desk	1	1	1	1
9.	ASK Manager	1	1	1	1
10.	UIDAI Supervisor	1	1	1	1

(Refer to Annexure VI for sample layout of ASKs for Model A and Model B)

- 2.4 Annexure VI provides the model lay-out for an ASK, the infrastructure should have a provision for expansion in future. This model is purely indicative; the Service Provider is required to survey each city / town, locate suitable premises, get the approval of UIDAI for each location, and design the layout of each ASK in accordance with the dimensions of the premises. A final approval of UIDAI may be taken on the design of the layouts before executing the ASK work.
- 2.5 The cities/ locations as per the applicable Model A or Model B, where ASKs have to be set up are indicated in Annexure VII. Broadly the ASKs will be required to be set up in a centrally situated commercial area which is easily accessible to public and has ample parking space. However exact site of ASK will have to be jointly finalized by Service Provider and UIDAI.
- 2.6 The decision to open an additional ASK will be the sole prerogative of UIDAI. Having said that it is important to mention the **Service Provider’s responsibility to keep analyzing the load and performance conditions** at each ASK in order to assess the need for additional counters and/or ASKs. UIDAI may use these analysis and related statistics to arrive at a final decision for opening a new ASK.
- 2.7 Each ASK will have a set of Reception/Help Desk counters to provide general enquiry and application form distribution service. Service Provider will determine **the no. of counters and provide for flexibility in the no. of counters in a manner** that at no point of time on any particular day, there should be more than ten persons waiting in the queue before any of the counters.

- 2.8 The token management system shall be integrated with AMS. However, each ASK will also have the facility to book / reschedule online appointment for 'online' and 'walk-in' **applicants**.
Each ASK will have a set of Screeners after the token generation to provide pre-verification of Documents. The details of the same is given in the Annexure VIII
- 2.9 UIDAI has issued over 122 crore Aadhaar against estimated population of 133 crore. Assuming that every person will require at least one update (address or facial photograph or Name or mobile) once in 5 years total requirement of update per year will be about 26.6 crore. In addition about 2 crore children will be born every year and other 4 Crore children shall be attaining the age of 5 and 15 years each and will require to update their biometric. Hence every year requirement of update will be 32.6 crore. Considering 240 working days in a year, per day update requirement comes to about 13.5 lakh
- 2.10 UIDAI expect at least 15 Aadhaar Enrolments/Updates per day per workstation of an ASK. However, in case of any shortfall, UIDAI will provide the cost of shortfall in Aadhaar Enrolments/updates at the rate of average of 15 Aadhaar Updates per day per workstation on Quarterly basis (aggregate) per Service provider. The cost will be as per the discovered rates submitted by the Service Provider. Payment of shortfall will start from the next quarter of business commencement. (Refer to Annexure X for working out of cost etc.)
- 2.11 Further, while the number of counters provided above will be based on the estimated transaction volumes at each ASK, it is assumed that in-flow of applicants will not be the same at each hour of the day and there will be peak and non-peak hours. So, the Service Provider might have to dynamically adjust the number of active counters as per the need of the hour to meet the specified SLA's.
- 2.12 Each ASK shall have the following amenities as a minimum
- 2.11.1 Tandom SS Chair 3 or 4 seater for residents to wait for their turn at the ASK having capacity of at least 80/40 waiting chairs for Model A and Model B respectively
- 2.11.2 Adequate Air-conditioning equipment, with adequate ventilation in case of failure of electrical power supply;
- 2.11.3 Electronic Queue Management System, that supports the following functional requirements:
- i. Capacity to handle at least 100/50 transactions per hour per counter for Model A and Model B respectively.
 - ii. Integration with all the counters so as to display the token numbers and counter numbers dynamically through LED TV Displays of size of at least 32 inches,
 - iii. Integration with Token Issuance module with appointment management system (AMS) so as to achieve time stamping of various events like the issue of tokens to the residents, calling the resident to the counter, completion of transaction and passing on these parameters to the AMS system. This sub-system would be used to track and measure the degree of compliance with the related SLAs on a continuous basis.
- 2.11.4 Tokens and token issuance system will be designed in a manner that a token can be used only by the applicant who has taken it and that token cannot be used by any other applicant.
- 2.11.5 One room for Server/ router/ network components along with one IT personnel for maintenance and upcoming of IT systems.
- 2.11.6 Generator and UPS backup (for all devices including servers, PC's, and lights and fans including 50% load backup for Air Conditioners).
- 2.11.7 One Enrolment/Update Kit setup as per UIDAI specification for each counter at ASK.

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

- 2.11.8 Minimum One Credit/ Debit Card reader/other digital payments options residents.
- 2.11.9 Two LED Televisions placed strategically at the waiting area to provide a Token Status to residents.
- 2.12 Conveniently located writing tables for filling up of forms near the helpdesk with basic stationary like Pen, Stapler, and Stapler Pin etc.
- 2.13 At least one unit of Water cooler for 20 lts RO water
- 2.14 Well-maintained toilet facilities for gents and ladies with special provision for elderly & physically challenged.
- 2.15 Pre-printed feedback forms at the exit near the token collection counter
- 2.16 Newspaper stand (alongside waiting area) fixed with 3 newspapers & 3 magazines (1 English, 1 Hindi, 1 local language).
- 2.17 Adequate parking facility for Aadhaar applicants.
- 2.18 Aesthetically designed signage and displays.
- 2.19 ASK to be designed keeping in mind the needs of elderly and physically challenged.
- 2.20 The personnel deployed at the counters shall maintain a uniform dress code, to be designed by the Service Provider in consultation with the UIDAI. The Service Provider shall be responsible to supply the dresses to personnel deployed by him.
- 2.21 All the personnel deployed by the Service Provider shall wear distinctly visible photo-id badges.
- 2.22 Deployment of Security Personnel at each ASK centers to ensure safety and security

The following can be provided optionally in a manner which doesn't affect the normal functioning of ASK in any way. The prices and rates for these facilities are not to be included in the commercial quotation but the same will have to be fixed in advance after prior approval from UIDAI at the beginning of each operation year:

- 2.22.1 Facility for Coffee & Tea (SERVICE PROVIDER to directly charge customers);
- 2.22.2 Facility for Snacks & Refreshments (SERVICE PROVIDER to directly charge customers);
- 2.22.3 Facility for Photocopy and stationary (SERVICE PROVIDER to directly charge customers);
- 2.22.4 Facility for Phone (PCO) (SERVICE PROVIDER to directly charge customers).
- 2.22.5 No other commercial activity other than listed in this RFP shall be allowed to run by the Service Provider.
- 2.22.6 The ASK must be open 6 days a week (including Saturday and Sunday) for 8 hours a day between 9 am to 5 pm, with staggered lunch break of half-an-hour; The ASK can have a weekly off either on Monday or Tuesday jointly decided by Service Provider and UIDAI.
- 2.22.7 ASK operations will be subject to Central Government holiday rules followed by existing UIDAI Offices. The list of holidays and timings of operation (Time and Day) shall be displayed at each ASK
- 2.22.8 Depending upon the demand from Aadhaar applicants and after getting approval from UIDAI, Service Provider may be allowed to keep counters at the ASK open beyond office working hours and on holidays for catering to Residents. The extended opening hours and days will have to be decided in advance and in concurrence with UIDAI.
- 2.22.9 The interiors at each ASK shall be done up as per a uniform color pattern to give the same look and feel across the country.
- 2.22.10 SP to provide facility for printing of e-Aadhaar at the rate of Rs 30 per Aadhaar.

DESCRIPTION OF SERVICES

ONLINE APPOINTMENT MANAGEMENT SYSTEM (AMS):

The Service Provider shall develop, deploy and manage an Online Appointment Management System (AMS) and integrate it with UIDAI System. The AMS will be hosted in UIDAI Data Centre. The AMS once developed will undergo security and other tests by UIDAI. The ownership of the AMS (including software) will remain with the UIDAI.

The following process is indicative and there may be amendments in actual process as decided by UIDAI during deployment of ASK centers.

- 3.1 The Service Provider shall develop the Online Appointment Management System (AMS) which shall facilitate the resident for scheduling of online appointment for visiting an ASK for Aadhaar enrolment/update service.
- 3.2 The service provider shall provide the resident registration/login portal which shall facilitate all the services of AMS
- 3.3 The appointment management system shall also consist of payment gateway for receiving the payment from the residents and facilitate the resident to cancel or reschedule the appointment.
- 3.4 The online payment system shall include but not limited to services of Net banking, Credit/Debit cards, UPI payments, online wallets and other multi-option online payment modes to facilitate easier payment methods to residents.
- 3.5 The AMS shall also have provision of refund and grievance handling mechanisms for the resident. Refund timelines shall be followed as per Annexure IX
- 3.6 The AMS shall also integrate with OTP service of UIDAI for OTP validation of the residents.
- 3.7 The AMS shall be scalable and developed in Open Source technology.
- 3.8 Maximum appointments allowed per mobile number would be limited to 9 per quarter for the residents.
- 3.9 The functional requirement of the AMS shall be as follows:

APPOINTMENT BOOKING

- 3.5.1 The online appointment portal will be accessed by the resident. Resident shall have to do one time registration for first time login and will also be able to login later to the portal by providing the below details:-
 - i. Mobile Number
 - ii. OTP received over the mobile number
 - iii. CAPTCHA
- 3.5.2 Post login to portal by providing their mobile number and the OTP the resident will able to view the link to book an appointment and a time slot against the preferred ASK.

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

- 1) Resident will access the appointment portal and will provide below details:-
 - Pin code/State
 - Service Type
- 2) On the basis of above details the system will display the nearest available ASK. There will be a link shown to the resident to book an appointment for the Aadhaar enrollment/update and other Aadhaar miscellaneous service.
- 3) For that selected ASK available days / time slots will be displayed to the resident.
- 4) Resident will select the available slot as per his choice.
- 5) Application will create a transaction for that slot so that spot will be blocked for the resident. The slot will not be visible to other resident for the bookings for 15 minutes.
- 6) The resident shall fill enrolment / update form and required details for availing other Aadhaar miscellaneous services.
- 7) The demographic details shall be displayed to the resident for confirmation and a transaction Id shall be made available to the resident.
- 8) The resident will have option of selecting online or cash payment method for the service selected. In case of online payment, resident shall get payment receipt after successful payment transaction for the service selected.
- 9) The acknowledgment shall be sent to the resident via SMS and email on the given mobile number and email.
- 10) The final acknowledgement shall be displayed to the resident with all the details entered by the resident along with the transaction id with an option to save/print the acknowledgement slip. The acknowledgement slip shall also contain QR code having all the information including the demographic details provided by the resident.
- 11) Acknowledgement slip shall contain a Note informing the resident to reach the ASK at least 30 mins before the appointment time

CANCEL AND RESCHEDULE APPOINTMENTS BY RESIDENT

The AMS shall have provision for canceling and rescheduling the appointment by the resident. The AMS shall have a provision wherein the resident or the operator can cancel the appointment. The following feature would be available in the Cancel Appointment functionality of AMS. **The functional requirement for the same is described below.**

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

- 1) The AMS shall allow the resident to access the request through the Service Request Number (SRN).
- 2) The AMS system shall generate an OTP against the SRN number and send to the given mobile number and email.
- 3) The resident will enter the OTP number against the SRN number and access the detail of the appointment.
- 4) Resident shall be able to cancel or reschedule the appointment till 1 day prior to the scheduled appointment date.
- 5) In case the resident chooses to reschedule the appointment, the SRN shall remain the same and a new time slot as per the process of scheduling the appointment shall be allotted.
- 6) A notification will be sent to the resident via SMS/Email about cancellation of appointment time with the reason selected by resident.
- 7) In case of cancellation of appointment or No-show, refund shall be initiated automatically as per the Annexure IX guidelines
- 8) SP shall ensure that resident gets an SMS/Email notification regarding the refund status/process along with a suitable timeline

REQUIREMENT OF MANPOWER AT ASK

- 4.1 The manpower shall be deployed by Service Provider (SP) for executing operations, management and maintenance of ASK as per terms specified in this RFP.
- 4.2 SP shall ensure that there is always at least one full time Operation Manager who will also provide grievance redressal to residents. Operation Manager will handle all the grievance related to appointment booking/portal, Aadhaar enrolment/update process till the exit counter etc. which come under the domain of ASK operations.
- 4.3 SP shall ensure that there is at least one operator/supervisor for each counter at ASK.
- 4.4 To be a Verifier/Operator/ Supervisor/ Screener/IT Personnel*/Cash Counter#, a person shall qualify following criteria:
 - The person shall be of age 18 years and above.
 - The person shall have a minimum education qualification of a graduate
 - The person shall have been enrolled for Aadhaar and his/her Aadhaar number shall have been generated.
 - The person shall have a basic understanding of operating a computer and shall be comfortable with local language keyboard and transliteration.
 - The person shall have basic English and Local Language proficiency

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

- To be an operator, person shall have obtained “Operator Certificate” from a Testing and Certification Agency appointed by UIDAI. Similarly, to be a supervisor, person shall have obtained “Supervisor Certificate” from a Testing and Certification Agency appointed by UIDAI.
- * In addition to abovecriteria IT personnel shall also have diploma in IT or relevant fields
- # Cash counter person shall have relevant experience in the same field of at least 6 months

4.5 SP shall ensure that the minimum manpower requirements are fulfilled as per Annexure XI.

4.6 Manpower On-boarding Process:

- SP shall ensure that all the manpower deployed for ASK undergo training for basic etiquettes and communication skills for customer interaction.
- A certificate training program need to be given to each of the Operator/Verifier/Screeener/Operator/Cash Counter/IT personnel to undergo training on Aadhaar Act, Data Security, Data Privacy etc.
- SP shall ensure to submit all documentations of training with UIDAI before on-boarding manpower at ASK
- SP shall ensure to have pool of manpower in case of replacement of existing manpower.

RESIDENT ENROLMENT / UPDATE PROCESS

5.1 Enrolment/ Update Process begins when a resident approaches an ASK for enrolment / Update either through online appointment booking or walk-in

5.2 Service Provider to make available Enrolment/ Update form prescribed by UIDAI for resident coming for Enrolment/ Updation at the helpdesk, for those residents who have not booked appointment online .

5.3 Resident will fill up the form as per the instructions provided in the form. If the Resident is unable to fill the form himself / herself, he/she may take assistance from local support from the helpdesk.

5.4 The process of operation of ASK shall be as per below guidelines:

- i) Those residents who have done online payment shall directly move to the cash counter for Token receipt. This shall be given to the resident upon verification of payment receipt generated online or through SRN
- ii) Those residents who have not done online payment but have done online appointment booking, or are walk-in residents shall move to cash counter for making payment, receiving payment slip and Token receipt.
- iii) After Token receipt residents shall move to Screeners for pre-verification

After pre-verification done by the Screener, residents shall move to Verifier for verification of the documents carried/submitted by the resident as prescribed by UIDAI in Enrolment/ Update form for the purpose.

5.5 Verifier to verify the details filled in Enrolment/ Update form with the originals and put a signature

5.6 Resident shall then move to workstation as allotted against the token number (displayed on the screen) for enrolment/update

5.7 After completion of enrolment/update resident shall move to exit counter for token submission and feedback form filling

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. All the penalties shall be calculated on pro-rata basis.

1. SLA for Establishment of Aadhaar Seva Kendra

S.No.	Description	Parameter	Penalty
1.	Establishment of Centre Phase I – 50% of the total number of centers as mentioned in the Annexure VII	4 Months of signing contract.	Rs. 10,000/- per day per centre
2.	Establishment of Centre Phase I – 100% of the total number of centers as mentioned in the Annexure VII	8 Months of signing contract.	Rs. 10,000/- per day per centre

2. SLA for operations at Aadhaar Seva Kendra

S.No.	Description	Parameter	Penalty
1.	End-to-end turnaround time (from token generation at cash counter till token submission at exit counter) for resident to get the enrolment / update or other miscellaneous Aadhaar service done	60 minutes	20% of the rate for the particular service

3. SLA related to AMS

S.No.	Description	Parameter	Penalty
1.	Design, development, testing and deployment (Go Live) of AMS system	4 Months of signing contract.	Rs. 5 Lakhs per month

SECTION-IV

General and Special Conditions of Contract

PART-I - General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>a) ABIS – Automated Biometric Identification System</p> <p>b) “Applicable Law” means the laws and any other instruments having the force of law in India.</p> <p>c) “ASK” means the successful bidder(s) who has (ve) to provide services to UIDAI under the scope of this Bid/Contract. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives and approved sub-contractors or other personnel employed or engaged either directly or indirectly by the ASK for the purposes of the Contract.</p> <p>d) “Bidder” means the entity bidding for the services under the Contract.</p> <p>e) “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.</p> <p>f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 6, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. This contract price can be calculated based on the discovered rates submitted by the Bidders.</p> <p>g) “Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder’s team by virtue of this Contract that: is by its nature confidential or by the circumstances in which it is disclosed confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.</p> <p>h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.</p> <p>i) “GC” mean these General Conditions of Contract.</p> <p>j) “Government” means the Government of India.</p> <p>k) “In writing” means communication in written form with proof</p>
------------------------	---

	<p>of receipt.</p> <p>l) “Instructions to Bidders” (Section II of the RFP) means the document which provides interested Bidders with all information needed to prepare their bids. This document also details out the eligibility criteria and process for the selection of the Service Provider</p> <p>m) “Party” means the Purchaser or the Service Provider, as the case may be, and “Parties” means both of them.</p> <p>n) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>o) “Purchaser” means the Unique Identification Authority of India (UIDAI) with which the selected Bidder signs the Contract for the Services.</p> <p>p) “Resident” means normal resident of India.</p> <p>q) “Service Provider” means any private or public entity that will provide the Services to the Purchaser under the Contract. The Service Provider is the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement.</p> <p>r) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>s) “Screener” means a person who performs a pre-verification of the documents carried by the resident and will ensure that resident has brought correct type of/legible documents for the services requested.</p> <p>t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of Work at Section-III of RFP hereto.</p> <p>u) “Scope of Work” (SoW) means the Section III of the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Purchaser and the Service Provider. It also includes the Service Level Agreement (SLA).</p> <p>v) “SLA” refers to Service Level Agreement as defined under the Scope of Work section in the RFP.</p> <p>w) “Standard Contract” means the Annexure-II of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Service Provider.</p> <p>x) “Site” means the facilities approved by UIDAI for the purposes of the Contract wherein the operations/services as specified in the ‘Scope of Work’ are to be provided/carried out</p> <p>y) “Second Service Provider” means the bidder who chooses to match the ‘Discovered Rate’ as per the process prescribed in Part IV of Section II-‘Selection Process’ and declared as such by UIDAI.</p> <p>z) “UIDAI” means Unique Identification Authority of India and is referred as the Purchaser.</p> <p>aa) “Verifier” means a person who does the verification of documents carried/submitted by the resident as prescribed by UIDAI in Enrolment/ Update form for the purpose.</p>
--	---

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

<p>1.2 Relationship Between the Parties</p>	<p>Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them hereunder.</p>
<p>1.3 Law Governing Contract</p>	<p>This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.</p>
<p>1.4 Language</p>	<p>This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract</p>
<p>1.5 Notices</p>	
<p>1.5.1</p>	<p>Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC</p>
<p>1.5.2</p>	<p>A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.</p>
<p>1.6 Location</p>	<p>The Services shall be performed at such locations, as the Purchaser may approve.</p>
<p>1.7 Authorized Representatives</p>	<p>Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by the officials specified in the SC.</p>
<p>1.8 Taxes and Duties</p>	<p>a. The Service Provider and their Personnel shall pay all such payable direct and indirect taxes, duties, fees, and other impositions as are levied under the Applicable Laws of India. b. Bidders shall clearly mention the taxes all such taxes in quoted cost in the financial bid. c. Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs.00.00) d. 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.</p>
<p>1.9 Fraud and Corruption</p>	
<p>1.9.1 Definitions</p>	<p>a. It is the Purchaser’s policy to require that the Purchaser as well</p>

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	<p>as ServiceProviders 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:</p> <ul style="list-style-type: none"> i. “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution; ii. “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition. iii. “collusive practices” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels; iv. “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;
<p>1.9.2 Measures to be taken by the Purchaser</p>	<ul style="list-style-type: none"> a. The Purchaser may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation; b. The Purchaser may also sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.
<p>1.9.3 Commissions and Fees</p>	<ul style="list-style-type: none"> a. Purchaser will require the successful Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

<p>1.10 Interpretation</p>	<p>In this Contract unless a contrary intention is evident:</p> <ul style="list-style-type: none"> (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 sub-clauses; (c) unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract 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.
-----------------------------------	---

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

<p>2.1. Effectiveness of Contract</p>	<p>This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date, the Contract comes into effect is defined as the Effective Date.</p>
<p>2.2. Termination of Contract for failure to become effective</p>	<ul style="list-style-type: none"> a. If the selected Service Provider is unable to commence the service within the specified period, 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 b. Notwithstanding the duration of the contract stated in GC 2.4, the UIDAI, without prejudice or liability, reserves the right to terminate the contract
<p>2.3. Commenceme</p>	<p>The Service Provider shall begin carrying out the Services as per the</p>

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

nt of Services	implementation plan specified in Table in SC.
2.4. Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period, after the Effective Date, as specified in the SC. The contract may be extended by two periods of one year each, subject to satisfactory performance and on such terms and conditions as may be specified by the Purchaser.
2.5. Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
2.6. Modifications or Variations	Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. For any modification or variation, firstly written consent of the Purchaser is required.
2.7. Force Majeure	
2.7.1 Definition	<p>a. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>b. Force Majeure shall not include</p> <ol style="list-style-type: none"> i. any event which is caused by the negligence or intentional action of a Party or agents or employees, nor ii. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. <p>c. Force Majeure shall not include insufficiency of funds or</p>

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	inability to make any payment required hereunder.
2.7.2 No Breach of Contract	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event</p> <p>(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</p> <p>(b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
2.7.3 Measures to be Taken	<p>a. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Purchaser, shall either:</p> <p>(i) mobilize,; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.</p> <p>e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.</p>
2.8. Suspension	<p>The Purchaser may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding</p>

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	<p>thirty (30) days after receipt by the Service Provider of such notice of suspension. The suspension of payment will be applicable in cases where the penalties calculated by the purchaser exceed the PBG amount.</p>
<p>2.9. Termination</p>	
<p>2.9.1 By the Purchaser</p>	<p>The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (n) of this Clause GC 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days' written notice of termination to the Service Provider:</p> <ol style="list-style-type: none"> a. If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing. b. 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. c. If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days. d. If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser. e. If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser. f. If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one chance to the Service Provider to improve the quality of the services. g. If the Service Provider has been blacklisted by the UIDAI or disqualified for any reason. h. If the Service Provider fails to fulfill its obligations under Clause G.C 3.3 hereof. i. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof. j. In the event of Service Provider is found : <ol style="list-style-type: none"> i. Sub-contracting of work/services without the prior written approval of UIDAI. ii. Provided incorrect information to UIDAI.

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	<ul style="list-style-type: none"> iii. Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose. k. If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. l. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to the Purchaser for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated. m. If the Service Provider is found to have committed acts leading to breach of privacy, or not implemented the appropriate controls required for proper security of data. n. If the Service Provider discloses any confidential information provided during its engagement with UIDAI, UIDAI may terminate this Contract, forthwith. Upon termination of the Services under this Clause, UIDAI shall not be held liable for any kind of loss incurred to the other party
<p>2.9.2 By the Service Provider</p>	<p>The Service Providers may terminate this Contract, by giving not less than thirty (30) days' written notice to the Purchaser, (such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2):</p> <ul style="list-style-type: none"> a. 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 GC 8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue. b. 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. c. If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof. d. If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Purchaser of the Service Provider's notice specifying such breach.
<p>2.9.3 Cessation of Rights and Obligations</p>	<p>Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties</p>

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	<p>hereunder shall cease, except:</p> <ul style="list-style-type: none"> (i) such rights and obligations as may have accrued on the date of termination or expiration; (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof; (iii) the Service Provider’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof; and (iv) any right which a Party may have under the Law.
2.9.4 Cessation of Services	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Service Provider and equipment and materials furnished by the Purchaser, the Service Provider shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.</p>
2.9.5 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Purchaser shall make the following payments to the Service Provider:</p> <ul style="list-style-type: none"> a. If the Contract is terminated pursuant to Clause GC 2.9.1 (c), (g), (i), j(i) to j(iii), l, (m) and (n) or 2.9.2, remuneration pursuant to Clause GC 6.3(c) hereof for Services satisfactorily performed prior to the effective date of termination; b. If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (d), (e), (f) and (h) the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Service Provider will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.
2.9.6 Disputes about Events of Termination:	<p>If either Party disputes whether an event specified in Clause GC 2.9.1 or in Clause GC 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 GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p>
2.10 Extension of Contract	<p>The contract may be extended by two periods of one year each, subject to satisfactory performance. The extension shall be at</p>

	<p>the discretion of UIDAI. The revision in unit cost shall be applicable after two years of contract. After initial two years there will be an increment of 5% per year in the discovered rates.</p>
--	--

3. OBLIGATIONS OF THE SERVICE PROVIDER

<p>3.1. General</p>	
<p>3.1.1. Standard of Performance</p>	<p>The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology 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.</p> <p>The Service provider shall implement procedures and controls to safeguard the privacy and security of data at all times.</p>
<p>3.2. Service Providers Not to Benefit from Commissions, Discounts, etc.</p>	<p>The payment of the Service Provider pursuant to Clause GC 6 shall constitute the Service Provider’s only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and agents or either of them similarly shall not receive any such additional payment.</p>
<p>3.3. Prohibition of Conflicting Activities</p>	<p>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.</p> <ol style="list-style-type: none"> a. The Service Provider shall keep safe, secure and confidential and protect from unauthorized access, loss or damage all documents, data and information of any nature provided to the Service Provider for the discharge of services. b. The Service Provider shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from UIDAI, other than required for discharge of services.

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	<p>c. The Service Provider shall not give access to the information or data collected and received from UIDAI in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorize personnel and only used in the manner prescribed by the UIDAI.</p>
<p>3.4. General Confidentiality</p>	<p>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.</p>
<p>3.5. Insurance to be Taken Out by the Service Provider</p>	<p>The Service Provider</p> <p>a. shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the SC; and</p> <p>b. At the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.</p>
<p>3.6. Accounting, Inspection and Auditing</p>	<p>a. The Service Provider</p> <p>(i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and</p> <p>(ii) shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be.</p> <p>b. The Purchaser shall have the right to carry out inspection checks, audits of the Service Provider's premises and/ or locations, facilities, or point of delivery of services performed under this contract.</p> <p>c. The Purchaser shall have the right to carry out scheduled/ un-scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider.</p>
<p>3.7. Sub-contracting</p>	<p>The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract</p>

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	without the prior written approval.
3.8. Reporting Obligations	The Service Provider shall submit to the Purchaser the reports and documents specified in RFP, in the form, in the numbers and within the time periods set forth in the said Appendix.
3.9. Rights of Use	All rights of use of any process, product, service, or data developed, generated, or collected, received from UIDAI or any other task performed by the Service Provider under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.
3.10. Safety & Security of Data, Premises, Location/ site	<p>a. The Data, information, documents provided by the Purchaser to the Service Provider is the property of the Purchaser. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.</p> <p>b. The Service Provider shall not use the information, the name or the logo of the Purchaser and/or Government of India except for the purposes of providing the services as specified under this contract.</p> <p>c. The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser.</p> <p>d. The Service Provider shall follow the Security Guidelines issued by UIDAI.</p> <p>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.</p> <p>e. The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements.</p>
3.11. Equipment & Materials Provided by the Service Providers	Equipment or materials provided 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. Upon termination or expiration of this Contract, the Service provider shall handover the equipment& materials belonging to the Purchaser
3.12. Intellectual Property	The intellectual property rights to all the software (including AMS etc.), source codes, outputs, deliverables, data, and reports

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

Rights (IPR)	<p>developed during the execution of this Contract shall remain sole property of the Purchaser.</p> <p>Each Party will retain its right, title and interest in its respective trademarks, service marks and trade names as well as rights in respect of any patent, copyright, trade secrets or other intellectual property used during the performance of this Agreement. Both Parties recognize that except as otherwise expressly provided herein or agreed between the Parties, they shall have no right, title, interest or claim over the others' intellectual property.</p>
3.13.Integrity Pact	<p>Bidders are required to submit in original the pre contract integrity pact duly signed and witnessed as per Appendix VI-F along EMD and Bid Document fees. This will be signed by the authorized signatory of the bidder with name, designation and seal of the company. Bidders who do not sign the pact shall be disqualified from participation in the Bid process.</p> <p>Name, address and contact Number of the Independent External Monitor nominated for this tender will be intimated later.</p>
3.14.Non-Disclosure Agreement	<p>Service provider will furnish an undertaking in form of NDA that the Service Provider and its Personnel bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which shall not be disclosed in any manner. NDA format has been attached as Annexure XII</p>

4. SERVICE PROVIDER'S PERSONNEL

4.1. General	<p>The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.</p>
4.2. Project Manager and Center heads	<p>a. 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.</p>

5. OBLIGATIONS OF THE PURCHASER

5.1. Assistance and exemptions	<p>Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall:</p> <p>a. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>b. Provide to the Service Provider and Personnel any such other</p>
---------------------------------------	--

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	assistance as may be specified in the SC.
5.2. Change in the applicable Law Related to Taxes and Duties	If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Service Provider for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Service Provider in performing the services, then the remuneration and reimbursable expenses payable to Service Provider under this contract shall be increased or decreased accordingly by agreement between the parties hereto, and corresponding adjustment shall be made to the ceiling amount specified in GC Clause 6.
5.3. Payment	In consideration of the Services performed by Service Provider under this Contract, the Purchaser shall make to the Service Provider such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. PAYMENTS TO THE SERVICE PROVIDER

6.1. Payment for Services	<ul style="list-style-type: none"> a. The Service Provider shall be paid, as per the 'discovered rate' for carrying out/delivery of services as enumerated in Section-III. b. The amount payable shall be finalized after taking into account the Penalties and deductions as defined in Scope of work, if any applicable. c. The Purchaser shall make the payment within 30 days of receiving the invoice (complete in all aspects) from the Service Provider. d. The money collected from residents via appointment portal/ cash counter for the Aadhaar enrolment/update shall go to the Escrow account held by the UIDAI.
6.2. Currency of Payment	<p>All payments shall be made in Indian Rupees</p>
6.3. Terms of Payment	<p>The payments in respect of the Services shall be made as follows:</p> <ul style="list-style-type: none"> a. The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on 'Quarterly basis'. b. The Service Provider shall provide all documents related to performance during the month period that would be required to compute price and penalties. This would include the invoice in triplet (three copies), Monthly MIS reports mentioning the number of successful Aadhaar Generated / Updated during the month. c. 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, after rectification of the issue d. In the event of any wrong payment to Service Provider, the difference shall be adjusted in the subsequent payments. e. All payments under this Contract shall be made to the accounts of the Service Provider specified in the SC. f. In case of early termination of the contract, the payment shall be made to the Service Provider as mentioned here with: <ul style="list-style-type: none"> i. 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. ii. Payment shall be made after taking into account the Penalties and deductions as defined in Scope of work, if any applicable.

7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

8.1. Amicable Settlement	Performance of the contract shall be governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
8.2. Arbitration	<p>a. In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the Service Provider, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of Sole arbitrator, to be appointed by the Purchaser</p> <p>b. Arbitration proceedings shall be held in New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>c. The decision of the sole arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as</p>

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	<p>determined by the arbitrator shall be shared equally by the Purchaser and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.</p>
--	--

9. LIQUIDATED DAMAGES

<p>9.1.</p>	<p>1. The LD will be calculated on the basis of the total contract value calculated at the beginning of agreement with each Service Provider as per the SLA mentioned in this RFP.</p>
<p>9.2.</p>	<p>The amount of liquidated damages for services under this Contract shall not exceed the Contract Price.</p>
<p>9.3.</p>	<p>The Service Provider is liable to the Purchaser for payment of penalty as specified in the SLA.</p>

10. ADHERENCE TO RULES & REGULATIONS

<p>10.1. Adherence to Safety Procedures, Rules, Regulations & Restrictions</p>	<p>a. The Service Provider shall comply with the provisions of all laws including minimum wage rules of respective states/center, if any, statutory payments, leave, labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws.</p> <p>b. 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.</p> <p>c. The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.</p> <p>d. 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. If Service Provider contravenes any provisions of Aadhaar Act, 2016 and the Regulations framed there under, as</p>
---	--

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	<p>applicable to the services rendered under the contract, Service Provider shall be liable to applicable penal provisions prescribed therein.</p> <p>e. The Service Provider shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.</p>
--	--

11. LIMITATION OF LIABILITY

<p>11.1. Limitation of Liability</p>	<p>Except in case of gross negligence or willful misconduct:</p> <ol style="list-style-type: none"> 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 Confidentiality obligations; 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 Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the Purchaser with respect to patent infringement. 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 section 2.2 b of GC of this contract.
---	---

12. MISCELLANEOUS PROVISIONS

<p>12.1. Miscellaneous Provisions</p>	<ol style="list-style-type: none"> a. Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof. b. 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. c. 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. d. 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 estimated tender value of work at the time of signing of the contract.
--	--

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	<ul style="list-style-type: none">e. 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.f. All claims regarding indemnity shall survive the termination or expiry of the Contract.g. All materials provided to the Purchaser by bidder are subject to Country and <STATE> public disclosure laws such as RTI etc.h. The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser.
--	--

PART-II**SPECIAL CONDITIONS OF CONTRACT**

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

GC Clause	Amendments of & Supplements to the Clauses in the General Conditions of Contract															
1.5	<p>The addresses are:</p> <p>Purchaser: <Designation></p> <p>Attention: <Address></p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Service Provider:</p> <p>Attention: _____ Facsimile: _____ E-mail: _____</p>															
1.6	<p>The Authorized Representatives are:</p> <p>For the Purchaser: _____</p> <p>For the Service Provider: _____</p>															
2.1	The effective date of the Contract: Date of signing of the contract															
2.3	<p>Implementation Plan</p> <p>This section details the project timelines for completion of scope of services</p> <table border="1" data-bbox="386 1409 1385 1879"> <thead> <tr> <th data-bbox="386 1409 513 1520">Activity No</th> <th data-bbox="516 1409 1190 1520">Scope of Work Area</th> <th data-bbox="1193 1409 1385 1520">Time Frame</th> </tr> </thead> <tbody> <tr> <td data-bbox="386 1524 513 1602">1.</td> <td data-bbox="516 1524 1190 1602">Issue of Letter of Intent</td> <td data-bbox="1193 1524 1385 1602">T0</td> </tr> <tr> <td data-bbox="386 1606 513 1684">2.</td> <td data-bbox="516 1606 1190 1684">Submission of PBG</td> <td data-bbox="1193 1606 1385 1684">T0+ 10 days</td> </tr> <tr> <td data-bbox="386 1688 513 1799">3.</td> <td data-bbox="516 1688 1190 1799">Signing of contract</td> <td data-bbox="1193 1688 1385 1799">T (T0+15 days)</td> </tr> <tr> <td data-bbox="386 1803 513 1879">4.</td> <td data-bbox="516 1803 1190 1879">Infrastructure set-up as defined by UIDAI and offer for joint inspection of the ASK. (Minimum</td> <td data-bbox="1193 1803 1385 1879">T+120 days</td> </tr> </tbody> </table>	Activity No	Scope of Work Area	Time Frame	1.	Issue of Letter of Intent	T0	2.	Submission of PBG	T0+ 10 days	3.	Signing of contract	T (T0+15 days)	4.	Infrastructure set-up as defined by UIDAI and offer for joint inspection of the ASK. (Minimum	T+120 days
Activity No	Scope of Work Area	Time Frame														
1.	Issue of Letter of Intent	T0														
2.	Submission of PBG	T0+ 10 days														
3.	Signing of contract	T (T0+15 days)														
4.	Infrastructure set-up as defined by UIDAI and offer for joint inspection of the ASK. (Minimum	T+120 days														

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

		50% Locations to be covered for each Model A and Model B)	
	5.	Commencement of operations (Minimum 50% Locations to be covered for each Model A and Model B) by the Agency for deploying manpower to start the enrolment / update process.	T + 120 days
	6.	The capacity should be increased to 100% fully functional ASK.	T + 240 days
	7.	Commencement of operations as per UIDAI defined capacity (Steady State)	T+ 240 days
2.4	The time period shall be: 3 year (36 months) from the date of signing of the contract.		
3.5	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party liability insurance, with a minimum coverage of the value of the contract</p> <p>(b) Professional liability insurance, with a minimum coverage of the value of the contract</p> <p>(c) 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</p> <p>(d) 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.</p>		
6.2	The amount is in Indian Rupees (INR)		
6.3	<p>General terms and conditions of Payment Schedule</p> <p>1) All eligible payments shall be made by the Purchaser in favour of the Service Provider</p> <p>2) The release of payments will be Performance (output) based, where the payments are made for measured on number of Aadhaar generation/ Biometric update and demographic update after deduction of any applicable penalty.</p>		

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

	<p>3) Service Provider shall obtain sign-off for each milestone completed from the Purchaser and raise invoice on quarterly bases.</p> <p>4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 30 days of submission of invoice.</p> <p>5) Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work / 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.</p> <p>6) All payments under this Contract shall be made to the account of the Service Provider with (Bank & A/c No.): _____</p>
8.2 (a)	Ministry of Law, Government of India.
8.2 (b)	The Arbitration proceedings shall take place in New Delhi in India.

SECTION-V
ANNEXURES AND APPENDICES

ANNEXURES:

- I. Forms for Bidding
- II. Standard Contract Form
- III. Form of Bank Guarantee Bond
- IV. Performa for submitting written queries

ANNEXURE I - FORMS FOR BIDDING

Form No.	Description
1.	Prequalification bid format- General information about the bidder
2.	Past Experience in similar projects
3.	Technical Proposal Cover Letter
4.	Commercial Proposal Cover Letter
5.	Commercial Proposal Format (Only for Reference)
6.	Acceptance of Terms and Condition of the RFP

Form 1: Prequalification bid format- General information about the bidder

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

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

II Information about the Company						
S. No.	Name of Bidder	Status of the company (Public Ltd./Pvt. Ltd.)	Details of Incorporation of Company		Details of Commencement of Business	
			Date	ROC Ref. #	Date	ROC Ref. #
III Financial Details as per Audited Balance Sheet (for the Similar services components)						
S. No.	Name of Bidder	Turnover of the Company				Net Worth of Company as on 31st March, 2018
		FY 2015-16	FY 2016-17	FY 2017-18	Average of last three FYs	

Form 2 - Past Experience in similar projects

S. No	Item	Details
General Information		
	Customer Name/Government Department	
	Name of the Contact Person and Contact details for the project	
Project Details		
	Name of the project	
	Start Date/End Date	
	Current Status (work in progress, completed ¹)	
	Contract Tenure	
	No. of locations	
	Man-month effort involved	
Brief description of scope of project: Please provide the breakup of the schedule of activities and Service levels /efficiency achieved between various stages, if available		
Size of the project		
	Order Value of the project (in lakhs)	
	Capital Expenditure involved (by the govt.)	
	Total cost of the services provided (by the Bidder)	
Please provide copies of Work Order and Certificate of Completion for completed projects from client for the completed projects. In case of Ongoing projects the bidder to submit Work Order and Certificate of satisfactory ongoing service delivery for projects from client.		

Form 3: Technical Proposal Cover Letter

[Date]

CEO ,

UIDAI,

Dear Sir,

Ref: RFP: ASK RFP ref noF.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 SERVICE PROVIDER 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 Professional 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 5% of the assessed 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.

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

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 **2018**

(Signature)

(In the capacity of)

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

(Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

Form 4: Commercial Proposal Cover Letter

[Date]

CEO,
UIDAI,

Dear Sir,

Ref: RFP: ASK-ref. noF.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 SERVICE PROVIDER to meet such requirements and provide such services as required in the tender document.

To meet such requirements and to provide services as set out in the tender document, we attach hereto the commercial proposal as per Form 6(A) - 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 Professional 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 5% of the assessed contract value based on the prices quoted in our commercial proposal 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

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

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 **2018**

(Signature)

(In the capacity of)

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

(Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

Form 5 - Commercial Proposal Format**A) Commercial Quote as per scope of work**

Commercial Quote (Rs.)			
Particular (A)	Unit Cost INR (B)	Taxes INR (C)	Total Cost INR (D)
Rate for per successful Aadhaar Generation/ Biometric update			
Rate for per successful Aadhaar demographic Update			

Dated this Day of **2018**

(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

Form 6: Acceptance of Terms and Condition of the RFP

[Date]

CEO,
UIDAI,

Dear Sir,

Ref: RFP: ASK -ref. noF.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 SERVICE PROVIDER to meet such requirements and provide such services as required are set out in the tender document.

We have read and agree for unconditional acceptance of all the terms and conditions set out in 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 **2018**

(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

(Seal here)

ANNEXURE -II

STANDARD CONTRACT FORM

The CEO, UIDAI acting through(Name of DDG) Deputy Director General of Unique Identification Authority of India (UIDAI) (herein after called the “Purchaser”) which expression shall unless repugnant to the context thereof include his successors, administrator, heirs, assigns, of the one part, and _____ (name of authorized signatory) of _____(name of the firm/company) (hereinafter called the “Service Provider”) which expression shall unless repugnant to the context thereof include his successors, administrator, heirs, assigns, of the other part.

are entering this AGREEMENT on this _____day of _____, 2018 between

WHEREAS the Purchaser had invited bids for certain Services, viz., “RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS” vide their bid document number F.No._____ dated _____.

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

AND WHEREAS the Purchaser has accepted a Bid by the Service Provider for the supply of those Services in the sum of Rs._____ per record inclusive of all related cost and taxes (hereinafter “the Contract Price”).

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

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement and shall be applicable in precedence viz.:
 - a. 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
 - e. NDA
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.
4. Term: The contract with Empaneled Agencies shall be applicable initially for a period of 3 (Three) Years from date of signing on contract. Subject to Satisfactory completion of work by the Service Provider, the contract may be extended by two more years, on year to year basis as required by the Purchaser based on mutual agreement by the Parties.

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

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

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

ANNEXURE-III

FORM OF PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

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

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

To

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

Dear Sirs,

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

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

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 Supplier. 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 Supplier, 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 Supplier 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 Supplier and notwithstanding any security or other guarantee the Purchaser may have in relation to the Supplier's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - a. Our liability under this guarantee is restricted to Rs. (in words & figures).
 - b. This Bank Guarantee will be valid up to; and
 - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

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

WITNESS

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

ANNEXURE IV: BANK GUARANTEE FOR EMD

(To be Stamped in accordance with Stamp Act)

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

Ref.....

Bank Guarantee No.....

Date.....

To

Unique Identification Authority of India

Ministry of Electronics & Information Technology (MeitY),

Bangla Sahib Road, Behind Kali Mandir,

Gole Market,

New Delhi - 110001

Dear Sirs,

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

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

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

WITNESS

.....

(Signature)

.....

(Signature)

.....

(Name)

.....

(Name)

.....

(Official Address)
Stamp)

.....

(Designation with Bank

ANNEXURE-V

PROFORMA FOR SUBMITTING WRITTEN QUERIES

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

‘RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS’

Ref. No. 4(4)/57/369/ASK/2018 dated 3rd OCT 2018

Name of Firm: _____ **Name of contact person:** _____

Email : _____ **Mobile** : _____

S.No.	Page No. of RFP	Section	Clause	RFP Statement	Query/ Suggestion

D: UIDAI Information Security Guidelines for Third party (SERVICE PROVIDER)

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

I. Human Resources

1. The SERVICE PROVIDER shall appoint a SPOC for all information security related activities and communications with UIDAI.
2. SERVICE PROVIDER support personnel shall provide the information regarding the background such as address Check, identity check, 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. Formal on-boarding and off-boarding process shall be followed for all SERVICE PROVIDER personnel;
4. All SERVICE PROVIDER employees handling UIDAI information assets shall adhere to the following information security requirements:
 - a) Accept their compliance to the security responsibilities communicated by UIDAI;
 - b) Sign a confidentiality (non-disclosure) agreement issued by SERVICE PROVIDER in addition to the contractual requirements. This could be done through a self-declaration document;
 - c) Complete the functional training provided by the SERVICE PROVIDER prior to handling UIDAI information assets.
 - d) Complete the security awareness training as a part of the SERVICE PROVIDER on-boarding process. Training should cover social engineering, social media and other themes as per the current security threats;
 - e) Complete all recurring information security awareness trainings provided by UIDAI;
 - f) Be aware of the UIDAI disciplinary process in the event of an information security breach.

II. Asset Management

1. All assets used by the SERVICE PROVIDER (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 penalty of Rs. 10,000 per such violation.
2. The assets shall be labelled and secured based on the information asset classification guidelines issued by UIDAI from the time it is created until the time it is destroyed or disposed;

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

3. SERVICE PROVIDER shall obtain the approval from UIDAI – Head Information Security for the use of removable media for business purposes;
4. SERVICE PROVIDER shall not transfer any personal identifiable information (PII) from removable media to any personal device;
5. Media containing critical and sensitive information shall be disposed-off in a secure manner as per the UIDAI media disposal procedure;
6. 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.

III. Access Control

1. Only authorized individuals shall be provided access to information facilities processing UIDAI information;
2. SERVICE PROVIDER operators shall access all desktops / laptops/ workstations and printers used to process UIDAI information through their unique user IDs and passwords;
3. The SFTP client shall be accessed through the unique user ID and password provided by UIDAI to the authorized personnel of the SERVICE PROVIDER. The “One Time Password” (OTP) received on the registered mobile number of the authorized SERVICE PROVIDER personnel shall be used to complete the dual authentication process;
4. SERVICE PROVIDER personnel shall select passwords as per the UIDAI password policy(as shared from time to time);
5. SERVICE PROVIDER personnel with access to UIDAI information assets shall:
 - a) Have least privilege access for information access and processing;
 - b) Should use passwords as per the UIDAI password policy(as shared from time to time);
 - c) Keep their user Ids and corresponding passwords confidential and refrain from sharing them with others;
 - d) Change their passwords whenever there is any indication of a possible compromise of the system or password;
 - e) Terminate active sessions when finished or implement an equipment locking mechanism;
 - f) Logout from the workstation, servers and/ or network device when the session is finished;
 - 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.
6. Procedures shall be put in place for secure storage and management of administrative passwords for critical information systems;
7. 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;
8. Post deactivation, user IDs shall be deleted if not in use as per Exit formalities;

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

9. 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;
10. Common user IDs / group user IDs shall not be used. Exceptions shall be approved and documented where there is no alternative;
11. 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;
12. 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. Passwords shall be kept confidential;
2. Change the initial passwords provided by service engineers immediately;
3. Avoid keeping a paper record of passwords, unless this can be stored securely;
4. Change passwords whenever there is any indication of possible system or password compromise;
5. Select quality passwords (wherever applicable/enforced) with a minimum length of 8 characters, which are:
 - a) Easy to remember;
 - b) 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.;
 - c) Free of consecutive identical characters or all-numeric or all-alphabetical groups;
 - d) Password should contain at least one numeric and one special character if the system supports.
6. Change passwords at regular intervals (passwords for privileged accounts shall be changed more frequently than normal passwords) and avoid re-using or cycling old passwords;
7. Change temporary passwords at the first log-on;
8. Not include passwords in any automated log-on process, e.g. stored in a macro or function key;
9. Not share individual user passwords;
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

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

1. SERVICE PROVIDER 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. SERVICE PROVIDER production and storage facilities shall be physically secured employing a combination of physical security measures such as CCTV cameras, locked cabinets, alarm systems etc.;

Only authorized SERVICE PROVIDER personnel shall be allowed to enter the premises hosting UIDAI resident information printing facilities;

1. Intruder detection systems shall be installed and regularly tested to cover external doors and accessible windows;
2. SERVICE PROVIDER personnel shall not carry personal information processing devices such as laptops, palmtops, cameras and media devices like tapes, CDs, USB drives etc.;
3. Visitors' entry into SERVICE PROVIDER premises shall be restricted. Security validations and checks such as verifying the identity of the visitor, checking the belongings and bags, and making physical entry in registers shall be carried out;
4. 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;
5. Imaging devices such as **mobile phones, laptops, cameras etc** shall not be permitted within the facility;
6. Visitor badges/ tokens shall be issued to all visitors to the SERVICE PROVIDER office;
7. 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;
8. Visitors shall be escorted by authorized personnel to enter critical information processing areas and access logs shall be maintained for audit purposes;
9. Lockable cabinets or safes shall be provided in the offices, rooms and information processing facilities;
10. Fire doors and extinguishing systems shall be deployed, labeled, monitored, and tested regularly;
11. 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;
12. 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;
13. Reception areas shall be manned by a receptionist(s) and/ or security guard(s) during SERVICE PROVIDER office hours;
14. All SERVICE PROVIDER office locations processing UIDAI information shall implement controls to protect the information assets and facilities hosting information against damage from environmental threats like fire, flood, earthquake & terrorist attacks, explosion, civil unrest and other forms of manmade/ natural threats;

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

15. Complete facility shall be under CCTV coverage and SERVICE PROVIDER will create facilities for its central monitoring including by UIDAI officials over internet.
16. The recordings of the CCTV shall be stored with the Service Provider for a minimum period of 6 months.
17. The movement of all incoming and outgoing items shall be documented;
18. All equipment shall be protected from power failures and other disruptions caused by failures in supporting infrastructure;
19. Controls shall be designed and implemented to protect power and network cables from unauthorized interception or damage;
20. Information systems containing UIDAI information shall be disposed-off securely only after obtaining approval from UIDAI authorized personnel;
21. Before sending any equipment out for repair, the equipment shall be sanitised to ensure that it does not contain any UIDAI sensitive data.
22. All SERVICE PROVIDER personnel accessing UIDAI information assets shall be made aware of UIDAI information security policies and controls for protecting unattended equipment;
23. 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

SERVICE PROVIDER OPERATIONS

1. SERVICE PROVIDER shall ensure that systems are placed in secured areas and access to the systems is restricted only to authorized personnel;
2. Operators shall log-in to the SFTP client using their unique user id and password;
3. SERVICE PROVIDER shall ensure transmission security of jobs;
4. The private key corresponding to the public key, bound to the digital certificate of the SERVICE PROVIDER which is used for decryption of XML files shall be adequately protected from unauthorized access;
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;

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

8. All invoices raised by the SERVICE PROVIDER shall be accompanied by a certificate stating that the SERVICE PROVIDER is not in possession of any data pertaining to all residents.
9. Accountability and tracking procedures shall be adhered to during all phases activities.
10. SERVICE PROVIDER 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;
3. 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 done according to the PSPs change management process. The same 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 SFTP client 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 SERVICE PROVIDER ecosystem;

VII. Communications Security

1. The network between CIDR and SERVICE PROVIDER shall be secure. SERVICE PROVIDER shall connect with CIDR through leased lines or similar secure private lines;
2. SERVICE PROVIDER shall ensure that the SFTP client server is dedicated for the UIDAI activities and is not used for any other activities of the SERVICE PROVIDER;
3. The SFTP client server shall be hosted behind a firewall. The firewall rules shall restrict any incoming access requests to the SFTP client server;
4. The SFTP client host shall reside in a segregated network segment that is isolated from the rest of the network of the SERVICE PROVIDER with the exception of the network segments which are authorized;
5. Passwords used for SFTP 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) offered by the printers should be turned off to reduce the attack surface exposed by the devices;
7. All network accessible services offered by the printer 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;
11. SERVICE PROVIDER e-mail accounts shall not be configured on systems processing UIDAI XML files.

SERVICE PROVIDER CENTERS

1. The network between CIDR and SERVICE PROVIDER shall be secure. SERVICE PROVIDER shall connect with CIDR through secure 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.

VIII. Information Security Incident Management

1. SERVICE PROVIDER shall be responsible for reporting any security weaknesses, any incidents, possible misuse or violation of any of the stipulated guidelines to UIDAI – 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.

IX. Compliance

1. SERVICE PROVIDER shall comply with all terms and conditions outlined in the UIDAI SERVICE PROVIDER agreement;
2. UIDAI shall reserve right to audit systems and processes of the SERVICE PROVIDER on an annual basis and /or need basis to ensure compliance with stipulated security policy published time to time, but not limited to this document. The audit plan shall include information security and technical testing controls required to protect UIDAI information assets. UIDAI shall share the findings of the audit with the SERVICE PROVIDER;
3. If any non-compliance is found as a result of the audit, the SERVICE PROVIDER shall:
 - a. Determine the causes of the non-compliance;
 - b. Evaluate the need for actions to avoid recurrence of the same;
 - c. Determine and implement corrective action;
 - d. Review the corrective action taken.
4. SERVICE PROVIDER shall use only licensed software within the UIDAI network environment. Record of all software licenses shall be kept and updated regularly;
5. SERVICE PROVIDER shall follow information security industry best practices as per International standards like ISO27001: 2013 to maintain information security posture;
6. SERVICE PROVIDER and their partners shall ensure compliance to IT Act 2000 and 2008 amendments.

X. Change Management

1. SERVICE PROVIDER 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.

F: – Pre Bid/ Pre Contract Integrity Pact

(PROFORMA OF INTEGRITY PACT)

INTEGRITY PACT

Between

Unique Identification Authority Of India (UIDAI) hereinafter referred to as “The Principal”,

and

..... hereinafter referred to as “The Bidder/ Contractor”

Preamble

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

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and

will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

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

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

Section 2 - Commitments of the Bidder/ contractor

- (1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder / Contractor will not commit any offence under the relevant IPC/PC Acts; further the Bidder / Contractor will not use improperly, for

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The bidders(s)/Contractor(s) of foreign origin shall disclose the name and address of Agents/representatives in India if any. Similarly the Bidder(s)/Contractor(s) of Indian nationality shall furnish the name and address of foreign principals if any.
- e) The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

- (1) If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions,

the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

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

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security or will execute Bid-Securing Declaration.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

Section 5 - Previous transgression

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

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

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

- (1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7 - Criminal charges against violating Bidders/Contractors/
Subcontractors**

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

Section 8 - External Independent Monitor / Monitors

- (1) The Principal will appoint competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman, UIDAI.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the

information and documents of the Bidder / Contractor / Subcontractor with confidentiality.

- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman, UIDAI within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman, UIDAI a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership, this agreement must be signed by all partners.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal
/ Contractor

For the Bidder

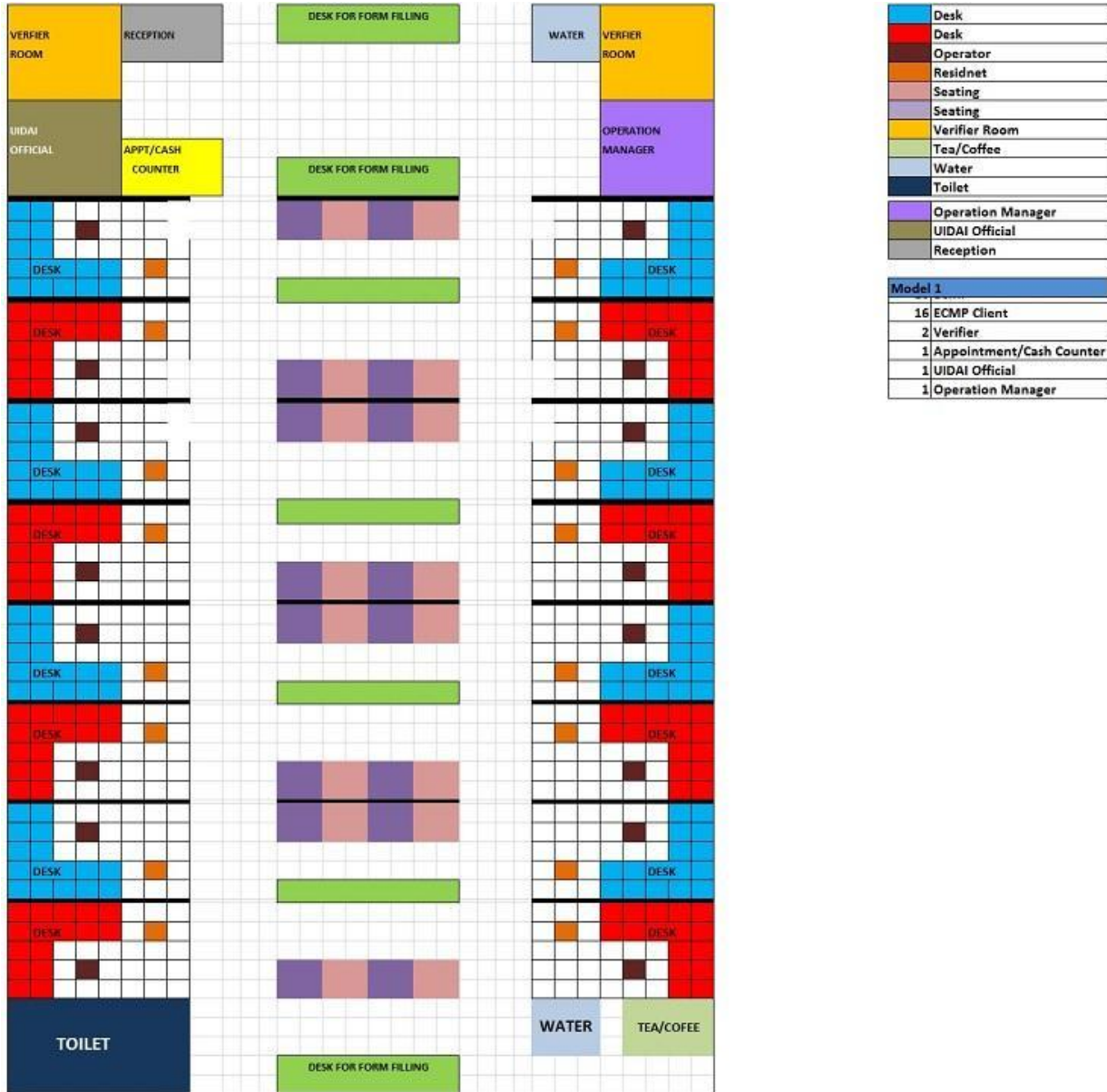
Place -----

Witness 1: -----

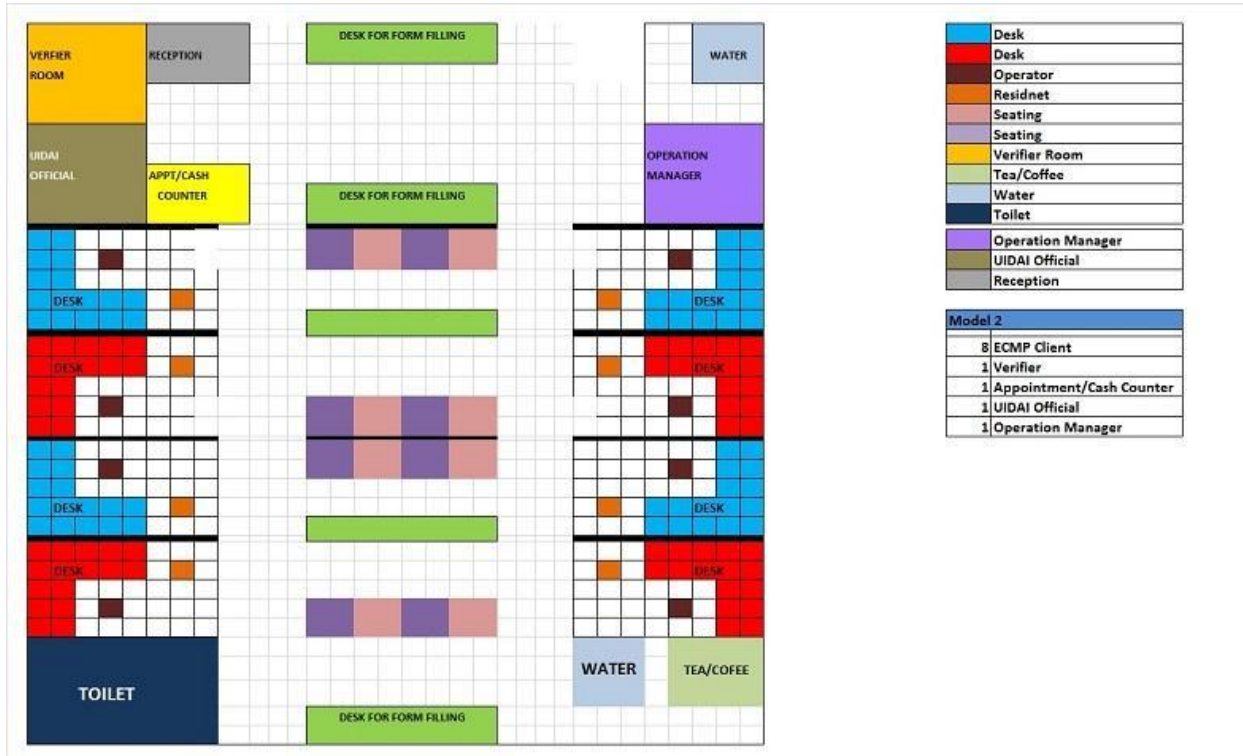
Date -----

Witness 2: -----

ANNEXURE VI - Seating Layout – Model A



Seating Layout – Model B



Desk
Desk
Operator
Residnet
Seating
Seating
Verifier Room
Tea/Coffee
Water
Toilet
Operation Manager
UIDAI Official
Reception

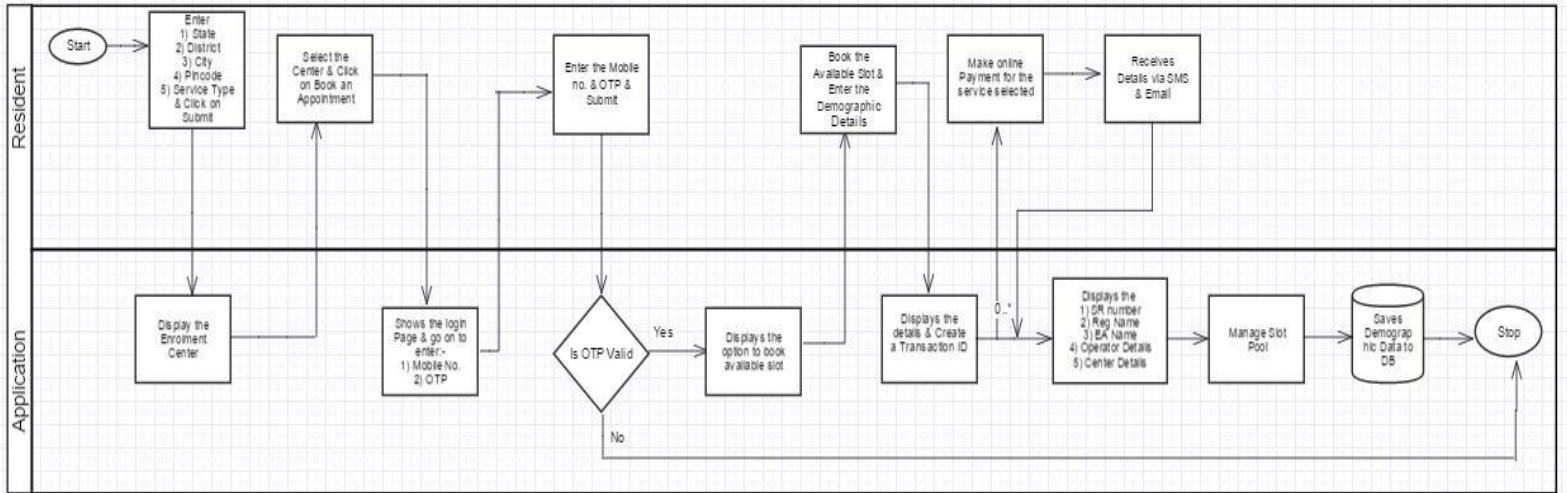
Model 2
8 ECMP Client
1 Verifier
1 Appointment/Cash Counter
1 UIDAI Official
1 Operation Manager

ANNEXURE: VII - List of cities and respective number of ASKs

Cities	Applicable Model	Cities	Applicable Model
Agartala	B	Jodhpur	A
Agra	A	Kavaratti	B
Ahmedabad	A	Kochi	B
Aizwal	B	Kohima	B
Allahabad	A	Kolkata	A
Amritsar	A	Kota	B
Bengaluru	A	Lucknow	A
Bhopal	A	Mumbai	A
Bhubaneswar	A	Mysore	A
Chandigarh	A	Nagpur	A
Chennai	A	Patna	A
Coimbatore	A	Port Blair	B
Daman	B	Puducherry	B
Dehradun	A	Pune	A
Delhi	A	Raipur	A
Dhanbad	A	Ranchi	A
Gangtok	B	Shillong	B
Goa	B	Shimla	A
Guwahati	A	Silvassa	B
Hisar	A	Srinagar	A
Hubli	A	Surat	A
Hyderabad	A	Thiruvananthapuram	A
Imphal	B	Tiruchirappalli	A
Indore	A	Vijayawada	B
Itanagar	B	Visakhapatnam	A
Jabalpur	A	Warangal	A
Jaipur	A		

- Each Service Provider will have:
 - Model A** = 41 (2 each in 4 Metro cities- Delhi, Mumbai, Kolkata, Chennai and 1 each in rest of the above mentioned cities)
 - Model B** = 16 (1 in each of the above mentioned cities)
- Total ASK per service provider will therefore be 57
- Minimum distance between any two ASK shall be at least 5 km

ANNEXURE: VIII – Process Flow Diagram



ANNEXURE: IX – Refund Scenarios

Refund Scenarios	Timeline for Refund initiation
Online Payment + No show	Refund to be initiated by the EOD of Appointment day
Screeener (Docs not verified)	Refund process to be initiate before the 7 th day from the appointment day
Enrolment/ Update Issues	Refund to be initiated by the EOD of appointment day in case of non-rescheduling
Final Aadhaar not generated/updated	At the end of 30 th day from the appointment day.

ANNEXURE: X – Aadhaar Update Cost Calculation Scenarios in case of Shortfall in Aadhaar Enrolment/Updates

Scenario 1: (Enrolment only)

“X” is service provider having total of 57 ASKs across the country, out of which 41 are Model A based ASKs and 16 are Model B based ASKs.

Model A has 16 workstation per ASK and Model B has 8 workstations per ASK.

Let’s take the unit cost rate for successful Aadhaar Enrolment/ Biometric update is ‘a’ and for successful demographic update ‘b’.

If the total number of Successful Aadhaar Enrolment/Biometric Update done by “X” is “p” and Successful Aadhaar Demographic Update is 0.

p is the number of successful Aadhaar enrolments/ Biometric Update done by “X” over all the 57 ASKs in corresponding quarter.

Maximum cost that UIDAI will provide in above case (C)

= No of ASKs with Model A * No of counters in Model A* No of working days in Quarter *Minimum update transactions for cost calculation * unit cost rate for successful update + No of ASKs with Model B * No of counters in Model B* No of working days in Quarter *Minimum update transactions for cost calculation * unit cost rate for successful enrolment

$$= 41*16*(26*3)*15*b + 16*8*(26*3)*15*b$$

$$= 9,17,280 * b$$

Amount to be provided by UIDAI to “X” on Quarterly basis = 9,17,280 *b – p*a

Scenario 2: (Update only)

“X” is service provider having total of 57 ASKs across the country, out of which 41 are Model A based ASKs and 16 are Model B based ASKs.

Model A has 16 workstation per ASK and Model B has 8 workstations per ASK.

Let’s take the unit cost rate for successful Aadhaar Enrolment/ Biometric Update is ‘a’ and for successful demographic Update ‘b’.

If the total number of Successful Aadhaar Enrolment/ Biometric Update done by “X” is 0 and Successful Demographic Update is “q”.

p is the number of successful Aadhaar Demographic updates done by “X” over all the 57 ASKs in corresponding quarter.

Maximum cost that UIDAI will provide in above case (C)

= No of ASKs with Model A * No of counters in Model A* No of working days in Quarter *Minimum update transactions for cost calculation * unit cost rate for successful update + No of ASKs with Model B * No of counters in Model B* No of working days in Quarter *Minimum update transactions for cost calculation * unit cost rate for successful enrolment

$$= 41*16*(26*3)*15*b + 16*8*(26*3)*15*b$$

$$= 9,17,280 * b$$

Amount to be provided by UIDAI to “X” on Quarterly basis = (9,17,280 – q) *b

Scenario 3: (Enrolment and Update)

“X” is service provider having total of 57 ASKs across the country, out of which 41 are Model A based ASKs and 16 are Model B based ASKs.

Model A has 32 counter per ASK and Model B has 16 counter per ASK.

Let’s take the unit cost rate for successful Aadhaar Enrolment/ Biometric Update is ‘a’ and for successful Aadhaar Demographic Update ‘b’.

If the total number of Successful Aadhaar Enrolment/ Biometric Update done by “X” is “p” and Successful Aadhaar Demographic Update is “q”.

p is the number of successful Aadhaar enrolments/ Biometric Update done by “X” over all the 57 ASKs in corresponding quarter.

q is the number of successful Aadhaar Demographic update done by “X” over all the 57 ASKs in corresponding quarter.

Maximum cost that UIDAI will provide in above case (C)

RFP FOR ESTABLISHING AND RUNNING AADHAAR SEVA KENDRAS

= No of ASKs with Model A * No of counters in Model A* No of working days in Quarter *Minimum update transactions for cost calculation * unit cost rate for successful update + No of ASKs with Model B * No of counters in Model B* No of working days in Quarter *Minimum update transactions for cost calculation * unit cost rate for successful enrolment

$$= 41*16*(26*3)*15*b + 16*8*(26*3)*15*b$$

$$= 9,17,280 * b$$

Amount to be provided by UIDAI to “X” on Quarterly basis

$$= 9,17,280* b - (p*a +q*b)$$

ANNEXURE: XI – Manpower allocation as per Model A and Model B

S.No	Particulars	Model A		Model B	
		Counters	Persons	Counters	Persons
1.	Helpdesk	1	2	1	2
2.	Portal Desk	1	1	1	1
3.	Cash Counter	1	1	1	1
4.	IT personnel	1	1	1	1
5.	Screeener	1	2	1	1
6.	Verifier	3	2- Update 1 –Enrolment	2	1 – Update 1- Enrolment
7.	Workstations	16	16	8	8
8.	Feedback Desk	1	1	1	1
9.	ASK Manager	1	1	1	1
10.	UIDAI Supervisor	1	1	1	1

Annexure XII - Non-Disclosure Declaration

Non-Disclosure Declaration/Agreement

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

WHEREAS, we the undersigned Bidder, _____, having our principal place of business/ registered office at _____, are desirous of bidding for Bid No _____ covering “_____ [RFP Name]” (hereinafter called the said 'RFP') to the Deputy Director General, Unique Identification Authority of India, having its office at Bangla Sahib Road, Behind Kali Mandir, Gole Market New Delhi – 110001, hereinafter referred to as 'Purchaser' and, WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE,

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

It is hereby agreed as under:

1. The confidential information to be disclosed by the 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 contract period and will survive the contract period in case we are selected as a successful bidder.

2. Confidential Information does not include information which:

- a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- b. information in the public domain as a matter of law;
- c. is obtained by the Bidder from a third party without any obligation of confidentiality;

- d. the Bidder is required to disclose by order of a competent court or regulatory authority;
- e. is released from confidentiality with the written consent of the Purchaser.

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

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

- a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- b. to only make copies as specifically authorized by the prior written consent of the 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 Bidder of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder'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 Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder 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 Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder 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 Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it..

6. 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 Bidder 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 Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder 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.

7. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder 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. Bidder 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 Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

8. The Bidder 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 Bidder's breach of this Agreement.

9. The Bidder 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.

10. 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:

(BIDDER)

Authorised Signatory Office Seal:

Name: _____ Place: _____

Designation: _____

Date : _____