



Request for Empanelment (RFE)

EMPANELMENT OF ENROLLING AGENCIES

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

Unique Identification Authority of India (UIDAI)

11th May, 2011

Table of Contents

1. INVITATION FOR PROPOSAL	3
Definitions and Acronyms	5
2. INTRODUCTION	8
3. SCHEME FOR EMPANELMENT OF ENROLMENT AGENCIES	9
4. MINIMUM ELIGIBILITY CRITERIA	9
5. MANDATORY LIST OF DOCUMENTS TO BE SUBMITTED	11
6. SCHEME OF CATEGORIZATION	12
6.1 TECHNICAL CAPABILITY	13
6.2 FINANCIAL CAPACITY	15
7. SALIENT POINT FOR EMPANELMENT	18
8. SCOPE OF WORK.....	19
8.1 Procure enrolment hardware, software including Biometric Devices as per UIDAI Specifications	19
8.2 Setting up of Enrolment Stations and Enrolment Centre	19
8.3 Hire & Train Manpower for Enrolment	20
8.4 Conduct Enrolment Operations as per Standard Processes specified by UIDAI.....	23
8.5 Process for transfer of Data to UIDAI	24
8.6 Privacy & Security	24
8.7 Provide Electronic MIS Reports on Enrolment Status Daily.....	24
8.8 Data Management System	24
9. PROCESS OF EMPANELMENT	25
9.1 How to Apply for Empanelment with UIDAI	25
9.2 Pre- Application Queries.....	25
9.3 Renewal of Empanelment	26
9.4 Fees for Request for Empanelment.....	26
9.5 List of Document to be submitted as part of Proposal	27
9.6 Evaluation for Empanelment based on Technical Capability	27
9.6.1 Evaluation for Empanelment at Level T1	27
9.6.2 Evaluation for Empanelment at Level T2	28
9.6.3 Evaluation for Empanelment at Level T3	28
9.6.4 Evaluation for Empanelment at Level T4	29
9.7 Evaluation for Empanelment based on Financial Capacity	29
9.8 Award of Empanelment	29
9.9 Disqualifications	29
9.10 Termination or cessation of Empanelment	30
10. POST EMPANELMENT PROCESS AND AWARD OF WORK	31
Compilation of Database of Empanelled Enrolling Agencies	31
11. AWARD OF ENROLMENT WORK TO EMPANELLED EAs.....	32
12. GENERAL TERMS AND CONDITIONS	32
13. Annexure I – Covering Letter	40
14. Annexure-II – Application Form for EMPANELMENT	42
15. Annexure-III – Letter of Bank Guarantee.....	47

1. INVITATION FOR PROPOSAL

To,

Dated: 11.05.2011

1. Unique Identification Authority of India (UIDAI) invites requests for Empanelment of Enrolling Agencies (EA) for carrying out the enrolment functions for the Unique Identification (UID) project of Government of India. Existing empanelled Enrolment Agencies desirous of renewal and upgradation may also apply.
2. Private Companies, Government Companies, PSUs, Semi-Government Organizations, NGOs, Not-for-Profit Organizations, Microfinance institutions etc. are eligible to participate in this empanelment process
3. The Request for Empanelment (RFE) includes the following sections:
 - a. Invitation for Empanelment/re-empanelment
 - b. Scope of Work
 - c. Process for Empanelment/ re-empanelment
 - d. Application Form
 - e. Terms and Conditions for Empanelment/ re-empanelment
4. The "Request for Empanelment" is available on the website <http://uidai.gov.in/> for free download. A separate portal is being created for submission of the proposals on-line and the same will be made available by 20.5.2011. All interested parties are requested to submit their proposal on-line followed by a hard copy of same submitted by posts by 15.6.2011 with all supporting documents at the address for communication given below :
5. Address for Communication: Ms. K. Kipgen
Assistant Director General,
Unique Identification Authority of India (UIDAI),
Planning Commission, Govt. of India (GoI),
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus,
New Delhi - 110001.
Email ID: adg-ea@uidai.gov.in

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

Definitions and Acronyms

1. **AADHAAR** – Brand name associated with UIDAI.
2. **Authentication** – The process of verifying the UID number of a resident along with other attributes (including biometrics) with data or information available in the CIDR with respect to the Resident.
3. **Authority** – Unique Identification Authority of India (UIDAI).
4. **Biometric Data** – refers to the facial image, iris scan and fingerprints collected by the Enrolment Agency from the enrolees based on the standards prescribed by the UIDAI and by following the process laid down for the purpose. The data collected is passed on to the UIDAI as per the process prescribed.
5. **CIDR**: Central Identities Data Repository
6. **CSC** – Common Service Centres operating as franchisees of Service Center Agency (SCA) within a State, as part of the CSC Scheme of the National E-Governance Plan of India.
7. **DDSVP** – Demographic Data Standards and Verification Procedure.
8. **De-duplication** – the process of using the Demographic and Biometric data collected from an enrolee to check against data so as to avoid duplicate enrolments.
9. **Demographic Data** – refers to the personal information collected or verified by the Enrolling Agency based on the data fields prescribed by the UIDAI and by following the process laid down for the purpose. The data collected is passed on to the UIDAI as per the process prescribed.
10. **DIT** – Department of Information Technology.
11. **Enhancement** – refers to request for upgradation of Technical & Financial status of existing empanelled Agencies based on their technical and financial capacities.
12. **Enrolling Agency/ Enrolment Agency** – The Agency appointed by the Registrar for collection of the Demographic and Biometric data in the area assigned by the Registrar.
13. **Enrolment** – refers to the exercise of collection of demographic data after verification, collection of biometrics, and the allocation of the UID number after de-duplication.
14. **Enrolment Centre** – refers to the premises located in the area where the enrolment is being carried out. One Enrolment Centre can host multiple Enrolment Stations.

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15. **Enrolment Station** – refers to an individual enrolment booth/enclosure inside the Enrolment Centre. The capture of Demographic and Biometric data is done in this Station.
 16. **KYC** – Know Your Customer.
 17. **KYR** – Know Your Resident.
 18. **KYR+** - details for Verification beyond identification (KYR)
 19. **Financial Year** – From April 1st to March 31st
 20. **Manual** – Enrolment Manual.
 21. **MoU** – Memorandum of Understanding.
 22. **NGO** – Non Government Organization.
 23. **NPR** – National Population register.
 24. **Operator** – the person employed by the Enrolment Agency and engaged in the capture of Demographic and Biometric Data.
 25. **ORGI** – Office of Registrar General of India.
 26. **PoA** – Proof of Address.
 27. **Pol** – Proof of Identity.
 28. **Registrar** – The Agency of the Central or State Government or Local Government comprising the elected rural and urban local bodies Constitutional/ statutory Village Councils or a recognized Non-Governmental Organization with whom the UIDAI has entered into a Memorandum of Understanding for covering issues related to the implementation of the UID Project. Organisations such as LIC and Public Sector Banks can also be Registrars.
 29. **Renewal**: Renewal of empanelment of existing empanelled EAs.
 30. **Resident** – Normal resident of India.
 31. **RFP** – Request for Proposal.
 32. **UID** – Unique Identification.
 33. **UIDAI** – Unique Identification Authority of India.
 34. **UNICODE** – Globally accepted standard definition of local language characters in a computer system. Character sets defined by Unicode Consortium.
 35. **UTF-8** – Unicode Transformation Format, most widely used storage encoding for any UNICODE data.

36. **VARCHAR** – Variable character string as represented in a database. Unlike the fixed size character type, VARCHAR does not store any blank characters at the end, reducing the size of a database when the full length of the field is not used.

2. INTRODUCTION

2.1 The Government of India (GoI) has embarked upon an ambitious initiative to provide Aadhaar Number, a Unique Identification (UID), to every resident of India and has constituted the Unique Identification Authority of India (UIDAI) for this purpose. The scale of the UID initiative is unprecedented and its implementation will involve active participation of Central, State, and Local Governments, as well as public and private sector agencies across the country. The UID has been envisioned as a means for residents to easily and effectively establish their identity, to any agency, anywhere in the country, without having to repeatedly produce identity documentation to agencies. The Aadhaar number would thus ensure that residents across India – including the poorest and the most marginalized – are not denied access to the benefits and services that are meant for them for lack of identity. More details on the UIDAI and the strategy overview can be found on the website: <http://www.uidai.gov.in>

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

2.3 In this context, the UIDAI plans to offer a scheme for empanelment of Enrolment agencies across the country for carrying out the various functions and activities related to Aadhaar enrolment. The enrolments will be done by the Enrolment Agency on behalf of the Registrar(s) but strictly in adherence to the processes, guidelines, instructions and software issued by UIDAI. The terms Enrolling Agency and Enrolment Agency used interchangeably hereafter mean the same. AADHAAR is the brand name associated with UIDAI and is synonymous with UID.

3. SCHEME FOR EMPANELMENT OF ENROLMENT AGENCIES

Through this scheme, UIDAI intends to empanel a mix of organizations to enroll residents from the entire spectrum of the Indian population and to ensure that the enrolment activities are rolled out in the remotest villages of India and to the marginalized section of society.

The RFE is open to all eligible organizations (including Govt / Semi-Govt/ Private / NGOs/ Not-for-Profit/ Microfinance Institutions), which are (i) registered and operating in India for the last three years and (ii) having an average annual turnover/grants-in-aid of at least INR 50 lacs in case of NGOs/ Not-for-Profit OR a Net Worth of at least INR 50 lacs in case of Commercial Organizations/ PSUs/ Govt. companies/ Autonomous bodies, in each of the last three (3) financial years (2008-09, 2009-10 & 2010-11).

Sub-Contracting of Enrolment Work is not allowed for private/ commercial Organizations/PSUs /Govt. Companies /Autonomous bodies. However Government Organizations may choose to franchise enrolment work to CSCs/ Local Government bodies.

4. MINIMUM ELIGIBILITY CRITERIA

4.1 A Single company/ organization (e.g. Govt./ Semi-Govt./ Private/ PSU/ NGO/ Not-for-Profit/ Microfinance Institution) or Consortium of companies/ organizations (maximum of 4 members) **registered in India and in existence for at least three(3) years as on 31.3.2011**, are eligible to submit proposals for empanelment for the project. In case of a Consortium, one of the members of the consortium should act as the Prime Agency and shall be solely responsible to the Registrar for executing the enrolment activities and contractual obligations, if selected for carrying out enrolment activities. The Prime Agency should submit the Request for Empanelment proposal on behalf of the Consortium.

4.2 The applicant (single agency/ all consortium members) must be **incorporated or registered in India under the Indian Companies Act, 1956 (including Section – 25 of the Act), the Partnership Act, 1932, Societies Registration Act 1860, the Indian Trusts Act 1882/ it's equivalent in the respective States OR must be Proprietorship entities having a PAN number.**

4.3 The applicant (single agency/ all consortium members)/NGO/Not for Profit

organization should have been in existence for a period of at least 3 years as of 31.3.2011. The applicant, except NGOs and Not for-profit organisations, should have been profitable, in at least 2 (two) of the last 3(three) Financial years, ie.2008-09, 2009-10 and 2010-11 as declared by audited account / certified balance sheet of financial statement reported in India.

4.4 The applicant in case of Private/ PSU/ Govt. Company/ Commercial Organization/ Autonomous Body (single agency/ Prime Agency in case of a consortium) should have had a Net Worth of at least INR 50 lacs in each of the last three financial years ending 31st March 2009, 31st March 2010 and 31st March 2011 as evidenced by the audited accounts of the organization.

4.5 The applicant in case of NGOs/ Not-for-Profit organization (single agency/ Prime Agency in case of a consortium) should have had an average annual turnover/ grants-in-aid of at least INR 50 lacs in each of the last three financial years ending 31st March 2009, 31st March 2010 and 31st March 2011 as evidenced by the audited accounts. However, the NGO/ Not-for-Profit organization must be non-political and non-denominational organization with no affiliation to any political parties or religion.

4.6 The applicant (single agency/ consortium members) **should not have been blacklisted by Central, or any State/ UT Government. The applicant (single agency/ consortium members) shall not be under a declaration of ineligibility for corrupt financial practices.**

4.7 Only those applicants /existing EAs who meet the eligibility criteria specified above will be eligible to respond to this RFE. The applicant's request should be submitted online on the portal of UIDAI at www.uidai.gov.in and automatically generated printout should be annexed with the relevant information & supporting documents to substantiate the eligibility of the applicant vis-à-vis the pre-qualification criteria.

5. MANDATORY LIST OF DOCUMENTS TO BE SUBMITTED

5.1 Certificate of Incorporation from Registrar Of Companies (RoC) or Certificate of Registration/ Evidence of legal status of applicant (Single Agency/ all Consortium members).

5.2 Letter of Association in case of Consortium and certified true copy of the Consortium agreement between the Prime applicant and the other members of the consortium, describing the respective roles and responsibilities of all the members, in meeting the overall scope and requirements of the proposed Project.

5.3 Auditor certified financial statements for the financial years 2010-11, 2009-10 and 2008-09 (Please include the sections on P&L, Turnover, Assets and Balance Sheet) should be provided by all types of applicants. In case, the audited certified financial statements for the financial year 2010-11 is not available, an Auditor's certificate specifying the Net worth and Turnover/ Grants-in-aid of the organization as of 31.3.2011 should be provided for the same. Existing empanelled EAs should only submit accounts/Auditor's certificate for 2010-11.

5.4 Declaration from the Directors citing that the organization has not been blacklisted by Central/ State/ UT Government and has not been charged for any fraudulent activity and not be under a declaration of ineligibility for corrupt practices. The NGO/ Not-for-Profit organization must also provide declaration from the Directors citing that it is non-political and non-denominational organization with no affiliation to any political parties or religion.

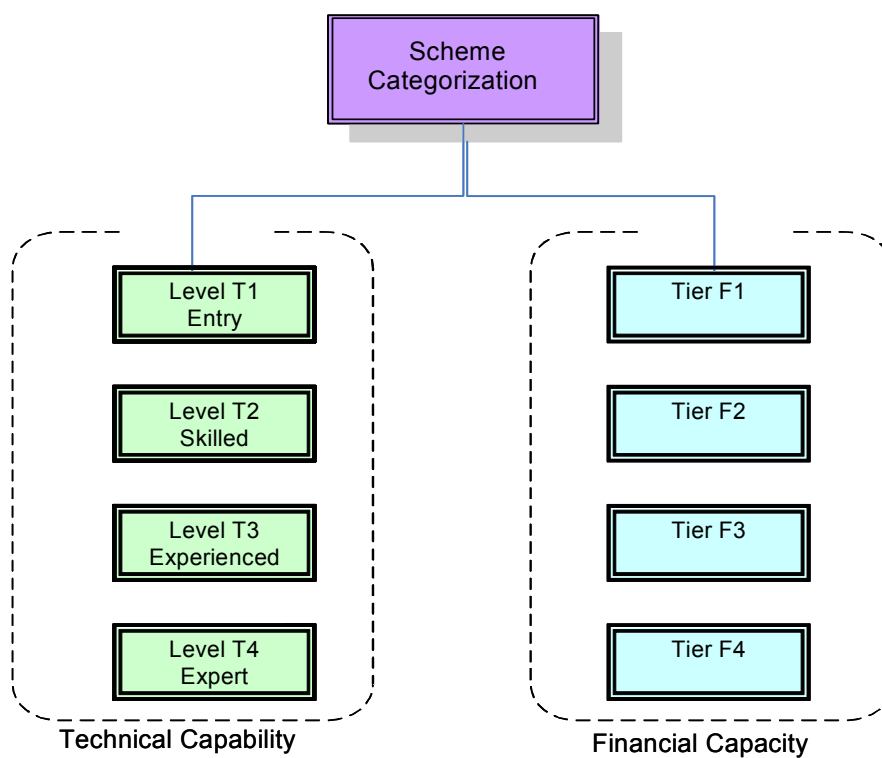
5.5 Proof for Organization PAN Number, VAT/ Service Tax number.

5.6 Profile of the Organization giving relevant details of nature of work, experience, infrastructure, resources etc.

5.7 Certificate of Award of work from Registrar in case of existing empanelled EAs which are engaged in enrollment carried out by different Registrars for UIDAI together with Certificate of satisfactory performance of SLA from the Registrar concerned in case of EAs which have commenced

enrolments.**6. SCHEME OF CATEGORIZATION**

The scheme aims to categorize enrolment agencies on the basis of their Technical Capability as well as Financial Capability for undertaking enrolment functions. While the technical capability addresses the maturity of an organization to undertake enrolment functions in the Aadhaar landscape in terms of number of trained operators and experience in biometric enrolment, the financial capacity addresses the capacity of an organization to undertake enrolment activities in multiple States. The Technical Capability of an organization shall be assessed at a 4-Level maturity continuum while the Financial Capacity shall be assessed based on a 4-Tier structure, as given below:



6.1 TECHNICAL CAPABILITY

The technical capability of an enrollment agency shall be assessed at 4 levels as given below:

I Level T1 – Entry:

All organizations (single agency/consortium) interested in undertaking enrolment activities for the UIDAI project shall be empanelled under Level T1, provided they meet the general eligibility criteria.

II Level T2 – Skilled:

Organizations (single agency/ consortium) can progress from Level T1 to Level T2 on employing 25 enrolment operators and other staff (supervisor/technical personnel) who are trained and certified in Aadhaar enrolment processes.

Alternatively, organizations (single agency/ consortium) which are already into the business of undertaking biometric enrolments can directly get empanelled into Level T2 provided the organization has completed 50,000 biometric enrolments in the last 3 financial years. Experienced organizations should provide client certifications to this effect as part of the Application Form and should satisfy all the general eligibility criteria.

Biometric enrollments in this case shall imply collection of fingerprints and/ or iris scan from people using specialized biometric capture devices with the purpose of enrolment/ registration for Government Schemes/ Identity-based Services offered by public or private entities.

III Level T3 – Experienced:

Organizations can get empanelled / progress to Level T3 on achieving the following:

a) Employing 75 enrolment operators and supervisors who are trained and certified in UIDAI enrolment processes

AND

b) Completing 10 Lac successful Aadhaar enrolments which has resulted in

issuance of Aadhaar numbers

IV Level T4 – Audited:

Organizations can progress from Level T3 to Level T4 based on successful completion of 'Level T4 Audit' by an auditing agency which will be empanelled by UIDAI. The audit shall cover adherence to enrolment processes, quality of enrolment data, percentage of successful enrolments, people aspects, and other enrolment related functions.

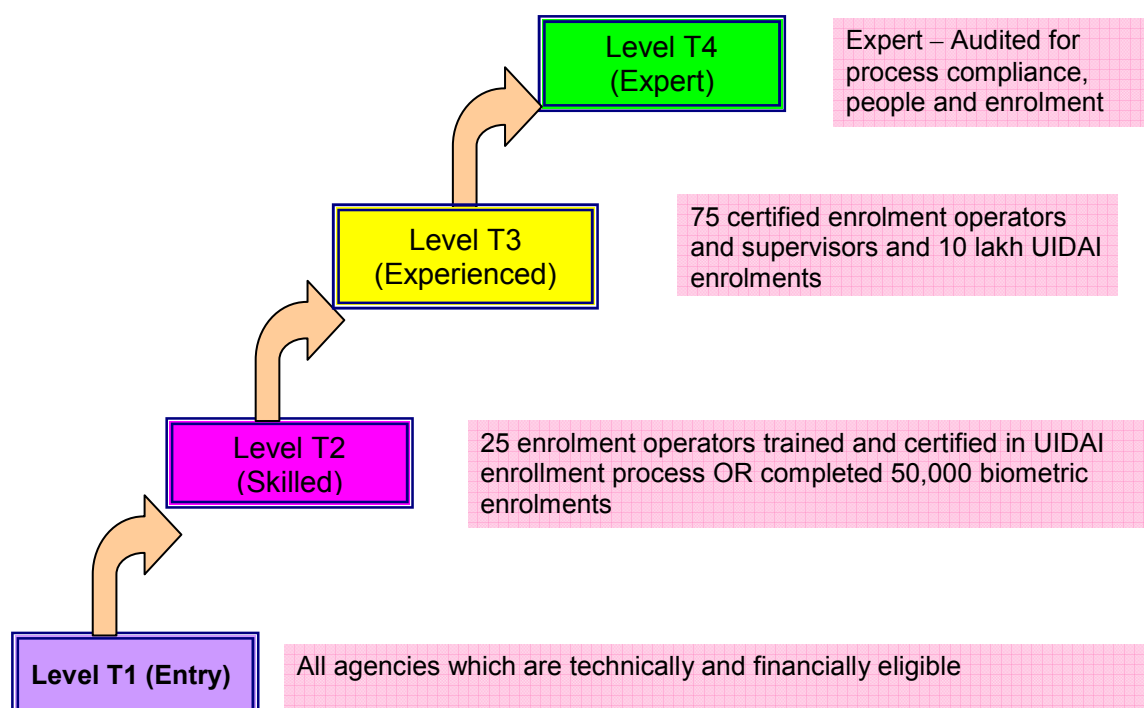


Fig. 1: Snapshot of Technical Capability Levels and Criteria

Through this RFE, UIDAI invites Request for Empanelment from Organizations for either:

a) **Level T1: For companies with no prior experience in biometric enrolments.**

OR

b) **Level T2: For companies with prior experience in completing 50,000 biometric (fingerprints and/ or iris only) enrolments.**

c) **Level T3: For companies with 75 certified enrolment operators/supervisors in UIDAI enrolment processes and 10 lakh successful UIDAI enrolments.**

6.2 FINANCIAL CAPACITY

I. Tier F1:

- a. Commercial Organizations (Single Agency/ Prime Agency in case of a consortium) which have a Net worth between INR 50 Lacs and not exceeding INR 2 Crores as of 31.3.2011 shall be eligible for 'Tier F1' empanelment.
- b. NGOs/ Not-for-Profit Organizations which have an annual turnover/ Grants-in-aid between INR 50 Lacs and not exceeding INR 2 Crores as of 31.3.2011 shall be eligible for 'Tier F1' empanelment.
- c. Organizations which are eligible for empanelment under Tier F1 can evince interest in undertaking enrolment work in a **maximum** of 2 States/ UTs. Tier F1 organizations can take up a **maximum** enrolment of 15 Lacs Aadhaar Enrolments in a year.

II. Tier F2:

- a. Commercial Organizations (Single Agency/ Prime Agency in case of a consortium) which have a Net worth above INR 2 Crores and not exceeding INR 5 Crores as of 31.3.2011 shall be eligible for 'Tier F2' empanelment.

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- b. NGOs/ Not-for-Profit Organizations which have an annual turnover/ Grants-in-aid above INR 2 Crores and not exceeding INR 5 Crores as of 31.3.2011 shall be eligible for 'Tier F2' empanelment.
 - c. Organizations which are eligible for empanelment under Tier F2 can evince interest in undertaking enrolment work in a **maximum** of 4 States/ UTs. Tier F2 organizations can take up a **maximum** enrolment of 35 Lac Aadhaar Enrolments in a year.

III Tier F3:

- a. Commercial Organizations (Single Agency/ Prime Agency in case of a consortium) which have a Net worth above INR 5 Crores and not exceeding INR 20 Crores as of 31.3.2011 shall be eligible for 'Tier F3' empanelment.
- b. NGOs/ Not-for-Profit Organizations which have an annual turnover/ Grants-in-aid above INR 10 Crores and not exceeding INR 20 Crores as of 31.3.2011 shall be eligible for 'Tier F3' empanelment.
- c. Organizations which are eligible for empanelment under Tier F3 can evince interest in undertaking enrolment work in a **maximum** of 8 States/ UTs. Tier F3 organizations can take up a **maximum** enrolment of 125 Lakh Aadhaar Enrolments in a year.

IV Tier F4:

- a. Commercial Organizations (Single Agency/ Prime Agency in case of a consortium) which have a Net Worth greater than Rs 20 Crores as of 31.3.2011 shall be eligible for 'Tier F4' empanelment.
- b. NGOs/ Not-for-Profit Organizations which have an annual turnover/ Grants-in-aid greater than INR 20 Crore in each of the previous three financial years (2009-10 and 2010-11) shall be eligible for 'Tier F4' empanelment.
- c. Organizations which are eligible for empanelment under Tier F4 can evince interest in undertaking enrolment work in **any number** of States /UTs of their

choice. Tier F4 organizations can take up a **maximum** enrolment of 500 Lac Aadhaar Enrolments in a year.

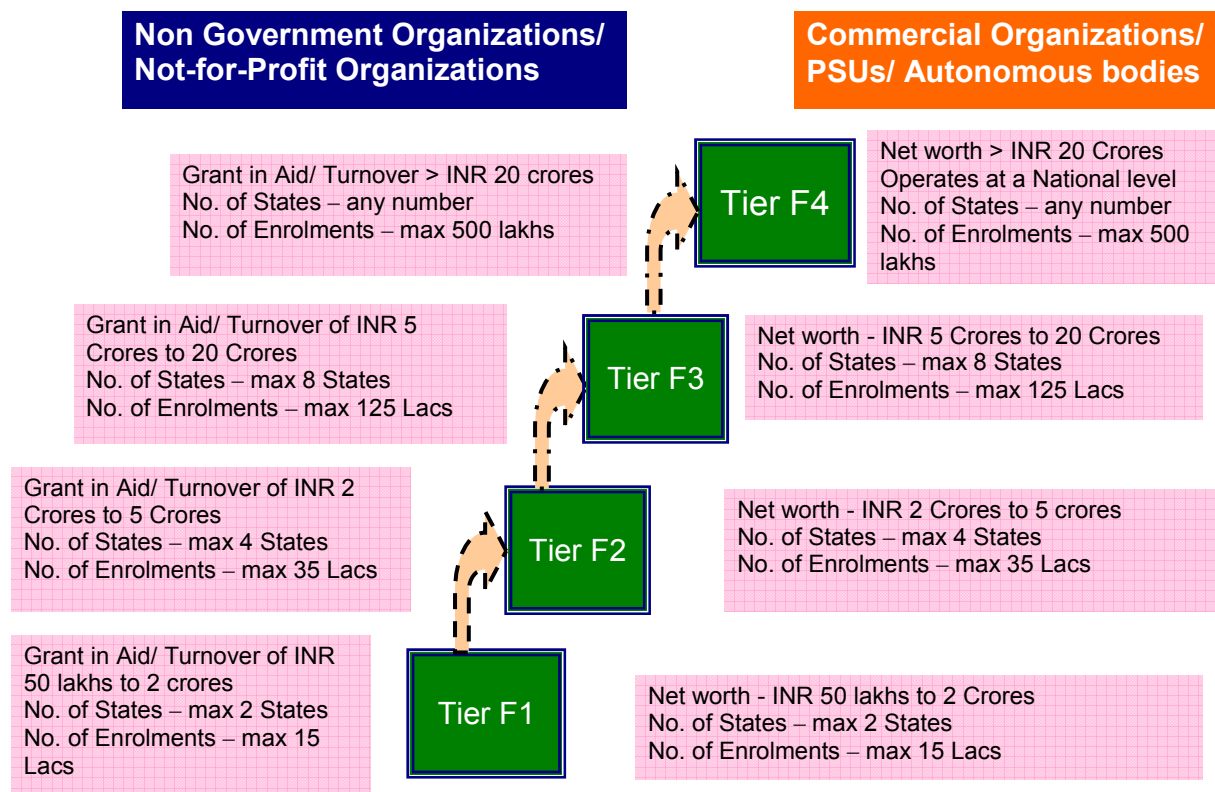


Fig 2: Snapshot of Financial Capacity Tiers and Bid Capacity in terms of maximum number of States and maximum number of Aadhaar enrolments in a year

7. SALIENT POINT FOR EMPANELMENT

- a) Applicants shall select between Level T1 and Level T2 based on its technical capability
- b) Applicants shall select between Tier F1 to Tier F4 based on the financial capacity of the Applicant (single agency/ prime agency in case of consortium) and shall accordingly mention the names of the States/UTs in which the Applicants is interested in undertaking enrolment work in the Application Form.

In case the applicant evinces interest in more number of States/UTs than what the applicant is eligible for, under the Tier the applicant falls under,

- (i) the first eight States/UTs cited shall be considered for Tier F3 applicants
 - (ii) the first four States/UTs cited shall be considered for Tier F2 applicants and
 - (iii) The first two States/UTs cited shall be considered for Tier F1 applicants.
- c) **It may be noted that evincing interest in a particular State does not in any way guarantee the allocation of enrolment work in that State either in part or in whole. The discretion of work allocation within a State lies solely with the respective Registrar.**
 - d) Consortium partners experience shall be evaluated only for assessment of Technical Capability and shall not be considered for assessment of Financial Capacity of the applicant.

8. SCOPE OF WORK

The scope of work of the Enrolling Agency (EA) includes the following:

8.1 Procure enrolment hardware, software including Biometric Devices as per UIDAI Specifications

The enrolling agency should procure enrolment hardware, software including certified biometric devices (for fingerprint and iris capture), used for capture of biometric data at the enrolling station, which conform to UIDAI specifications. Biometric Devices should only be procured if they are certified by UIDAI or its duly authorized agency.

8.2 Setting up of Enrolment Stations and Enrolment Centre

8.2.1 The number of enrolment stations/ centers and the duration shall be decided by the enrolment agency and approved by Registrar taking into account a number of factors like population density, geographical and topographical features, accessibility etc. No enrolment centre and station shall be made operational without the approval and knowledge of the Registrar.

8.2.2 Enrolment Centers must be set up at convenient and central locations that are easily approachable. Enrolment Centre premises must be neat and clean, hygienic, well maintained and safe from electric/fire hazards.

8.2.3 Set up **Help Desk** to facilitate crowd and time management and address residents' queries.

8.2.4 Display basic enrolment centre information (Hindi/local language/English) as given below:

- (i) Name of Registrar and Contact Number
- (ii) Name of EA & Contact Number
- (iii) Working hours
- (iv) Holidays
- (v) Help Line Number:1800 180 1947

***Do not leave the centre without your acknowledgement receipt.**

*(For details pertaining to the requirements of centre and station setup, please refer to the resident enrolment process document version 1.2 and **Dos and Don'ts** circulated vide OM no. 4(4)/57/01/enrolment process/2010-UIDAI dated 29.3.2011) available at www.uidai.gov.in.*

8.3 Hire & Train Manpower for Enrolment

8.3.1 Hiring Manpower:

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

a) Operator: The enrolling agency shall hire manpower (operator) to execute enrolment at the enrolment stations as per the criteria provided below:

- i. The operator should be of age 18 yrs and above.
- ii. The operator shall be 10+2 pass/graduate
- iii. The operator should have a basic understanding of operating a computer and should be comfortable using the computer.
- iv. The operator should have undergone training on the various equipment and gadgets as specified in above clauses. The operator should have been enrolled for aadhaar and also aadhaar number should have been generated.
- v. The operator should have undergone training for UID enrolment and obtained certificate from a testing and certifying agency authorized by UIDAI.
- vi. The Operator should have received his/her Aadhaar number and activated in accordance with UIDAI guidelines prior to commencing enrolments.

b) Supervisor: The enrolling agency shall hire Supervisors to supervise enrolment at the enrolment centers as per the criteria provided below:

- i. The supervisor should be age of 18 and above.
- ii. The supervisor shall preferably be a graduate
- iii. The supervisor shall have a good understanding and experience in using a computer.

- iv. The Supervisor should have passed the Supervisor test and certified by a testing and certifying agency authorized by UIDAI.
- v. The Supervisor should have received his/her Aadhaar number and activated in accordance with UIDAI guidelines prior to commencing enrolments.

c) Technical personnel: The enrolling agency shall hire Technical personnel to provide technical support during enrolment at the enrolment centers as per the criteria provided below:

- i. The Technical personnel shall be a Graduate and have a certification/experience on hardware/software trouble shooting and maintenance
- ii. The Technical personnel shall have a good understanding and experience in using a computer.
- iii. The Technical personnel should have undergone training on the various equipment and gadgets as specified in above clause..

d) Induction training: After hiring the personnel as described above, the personnel should be given mandatory induction training on the various activities involved in the enrolment process to enable them to understand and adjust to the local situation. The mandatory induction training shall be compulsory before deployment of the personnel. The period of induction training shall be from 6 to 8 days. The EA will inform concerned RO Regional Offices of UIDAI prior to training schedule and will also give a follow-up report.

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

8.3.2 Training of Manpower:

The EA shall be responsible for training of its enrollment personnel as per the training content and methodology prescribed by the UIDAI. In this process, EAs may opt for engaging specialized training agencies (those who have been empanelled with UIDAI) for providing training to its enrollment personnel. However the enrolling agencies may also train their own manpower subject to certain conditions as prescribed below.

- i. The enrollment agency may prefer to have master trainers onboard. Master trainers shall be identified by the enrollment agency from its pool of trainers and get them trained by UIDAI/ its representative as per its schedule. Master trainers shall train the trainers.
- ii. The enrollment agency shall have the requisite number of trainers for training its personnel. Trainers have to be trained by the Master trainers and should have passed the certification exam. Master trainers and trainers are needed for continuous training in view of software upgradation/modification in process.
- iii. The training and enrolment operations shall be separate activities.
- iv. Duration of the training will vary depending on the category/ level of the participant.
- v. The enrolling agency involved in training shall translate the training material into local language and hand it over to the course participants.
- vi. The enrollment agency shall ensure the availability of the requisite infrastructure for imparting training which shall include
 - a. Availability of at least two sets of the equipment and gadgets
 - b. Certified trainers

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- vii. The size of a batch for training shall not exceed 20 per batch.
 - viii. The training schedule and contents for training shall be defined by UIDAI/its representative
 - ix. The manpower trained by the Enrolling Agency shall be considered qualified only after passing the Certifying test conducted by a Testing and Certifying Agency authorized by UIDAI. Therefore the enrolment agency shall coordinate with the testing agency for testing and certifying its trainees.
 - x. The agency shall be subject to process audits for training from time to time by UIDAI/ its representative.

(For details please refer to the Training document version 1.2 available at www.uidai.gov.in).

8.4 Conduct Enrolment Operations as per Standard Processes specified by UIDAI

Prior to the commencement of the Enrolment operations the Enrollment Agency shall work closely with the local governing bodies, key introducers in publicizing the Aadhaar, its importance and schedule for Aadhaar registration in that location. During the enrolment operation publicity and awareness shall also be done by the enrolment agency in coordination with the local authorities to encourage Aadhaar registrations. All content for such publicity shall be provided by UIDAI/approved by UIDAI.

The enrolment agencies will use the latest client software prepared and released by UIDAI for the collection of demographic and biometric data from time to time. All UIDAI defined processes are available on the UIDAI portal and applicants are strongly encouraged to familiarize themselves with these processes before applying.

(For details please refer to the Resident Enrolment Process Document & Information and Communication Document version 1.2 available at www.uidai.gov.in).

8.5 Process for transfer of Data to UIDAI

The data collected at the time of enrolment will be transferred to UIDAI for storage in Central Identities Data Repository (CIDR) as per the prescribed format as per the resident enrolment process document. For details refer to the said document which is available on the UIDAI website.

8.6 Privacy & Security

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

8.7 Provide Electronic MIS Reports on Enrolment Status Daily

Enrolment Agencies shall send enrollment statistics on enrolment status to Registrar/UIDAI on a daily basis as prescribed in the process document.

8.8 Data Management System

The Enrolment Agencies are expected to collect hard copies of documents, consent and enrolment forms from residents. Records must be indexed and stored in such a way that they are retrievable, accessible and safeguarded against environmental damage till the time they are submitted to Registrar/UIDAI. The enrolment agency must maintain a list of the documents collected and submitted, for the purpose of reconciliation and future reference.

9. PROCESS OF EMPANELMENT

9.1 How to Apply for Empanelment with UIDAI

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

- a) Interested parties are required to read the document completely to ascertain that they fulfill all the eligibility criteria. They are also advised to go through various process documents available on UIDAI website.
- b) Fill the Application Form online completely as given in UIDAI portal. (Please see Annexure II); applications with incomplete/ ambiguous information and lacking supporting documents will be rejected and no correspondence will be entertained in this regard.
- c) The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
- d) Please write '**APPLICATION FOR EMPANELMENT/RENEWAL AS WELL AS ENHANCEMENT OF ENROLMENT AGENCIES**' and the name of the applicant on the outer envelope.
- e) Hard copy of downloaded application with empanelment fees in the form of Demand draft and necessary supporting documents as well as 1CD of the hard copy should be submitted to **Ms. K. Kipgen, Assistant Director General, UIDAI Office, Planning Commission, Govt. of India (GoI), 2nd Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001 on or before 15.6.2011 - 3 p.m.**

9.2 Pre- Application Queries

Prospective applicants, requiring any clarification on the RFE may post their queries on-line by 31.5.2011. UIDAI shall attempt to provide responses to all such queries on-line within 5 working days. However, if the applicant's queries are not addressed on-line, the same can be sent to the following email ID < adg-ea@uidai.gov.in >.

*** The empanelment shall be done at periodic intervals as decided by UIDAI.**

Levels for empanelment are as defined in Section 6 of this document. Level T1, T2 and T3 are open empanelment. However, upgradation to level T4 will only be after completion of third party audit process.

9.3 Renewal of Empanelment

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

A. Empanelled agencies who did not get any work orders:

- (i) Name of States/UTs for which they were eligible to undertake work as per terms and conditions of empanelment but the Company did not submit bids, giving reasons.
- (ii) Name of States/UTs for which they are eligible and wherein the Company submitted bids vis-à-vis their financial categorization (F1, F2, F3 and F4).
- (iii) Work order received but cancelled later on.

B. Empanelled agencies who received work orders:

- (i) Certificate of satisfactory performance/ adherence to SLA etc. from their Registrars.
- (ii) Copy of Work Order/Letter of Intent

9.4 Fees for Request for Empanelment

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

Those EAs who are already empanelled with UIDAI and desirous of renewing their empanelment with UIDAI may submit their request in the prescribed proforma (Annexure-II) along with a fee of INR 2500/- drawn in favour of PAO, UIDAI, New Delhi.

The empanelment shall be valid for a period of one year subject to compliance of all requirements. After one year, the Enrollment agency shall pay a fee of INR 2500/- for renewal of empanelment at the time of next RFE.

“The selected applicants shall be required to furnish an unconditional and irrevocable bank guarantee equivalent to INR 200000/-, from a scheduled commercial bank in India valid for the entire period of empanelment. The Bank Guarantee shall be drawn in favour of PAO, UIDAI, New Delhi. The Bank Guarantee should be submitted within 30 days of the date of communication of the award and acceptance of the empanelment as Enrolment Agency with UIDAI.”

9.5 List of Document to be submitted as part of Proposal

- a. Application Form as given in Annexure II along with the covering letter in Annexure-I of this RFE and all associated supporting documents.
- b. All mandatory documents as given in Section 5 of this RFE.
- c. Fees for Request for Empanelment/Renewal /Enhancement (in separate envelopes).

Applications which do not contain the above may be rejected for non-compliance of RFE requirements.

9.6 Evaluation for Empanelment based on Technical Capability

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

9.6.1 Evaluation for Empanelment at Level T1

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

- a) Application in prescribed format, given at Annexure II
- b) Demand Draft of Request for Empanelment Fees along with the Application
- c) Registration details of the organization
- d) Brief write-up on organization's activities, nature of business, locations, number

of employees

- e) Annual turnover/grants in aid details & supporting documents for last three financial years and Net worth as of 31.3.2011
- f) PAN number and VAT/Service Tax number proof verification
- g) States/ UTs in which the applicant is interested to work
- h) Details as in points c,d,e and f above of each Consortium Members, incase of a consortium bid

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

9.6.2 Evaluation for Empanelment at Level T2

For applicants having prior biometric enrolment experience, the Work Experience certificate/ Client Certificate containing clear information on the number of biometric (Fingerprint and/or Iris only) enrolments which have been successfully completed, should be provided.

For progressing from Level T1 to Level T2, the Enrolment Agency should submit the information on the name, EA code and the number of Enrolment operators and supervisors employed by the agency, which have been trained and certified in the UIDAI enrolment process. UIDAI shall verify these details with the information generated by the Management Information System (MIS) on certification. On successful verification, the Enrolment Agency shall be elevated to Level T2 status.

Further, the applicant has to satisfy the General Eligibility Criteria and submit all the mandatory list of documents. UIDAI, upon successful verification and evaluation of these details, shall consider empanelling the applicant at Level T2.

9.6.3 Evaluation for Empanelment at Level T3

For progressing to Level T3, the Enrolment Agency should submit the information on the name, EA code and the number of Enrolment operators and supervisors who

have been trained and certified in the UIDAI enrolment process. Further, the Enrolment Agency should also provide details on the successful UIDAI enrolments (which have resulted in issuance of UID numbers) in the format which would be communicated by UIDAI. UIDAI shall verify these details with the information generated by the Management Information System (MIS). On successful verification, UIDAI shall consider empanelling the Enrolment Agency at Level T3.

9.6.4 Evaluation for Empanelment at Level T4

For progressing from Level T3 to Level T4, the Enrolment Agency shall engage an Auditing Agency empanelled by UIDAI to perform a complete audit of the enrolment process, qualification of the enrolment operators employed by the agency, quality of biometric data captured etc. Upon successful completion of the audit and receipt of the Audit Report, UIDAI shall empanel the Enrolment Agency at Level T4.

9.7 Evaluation for Empanelment based on Financial Capacity

The Enrolment Agencies shall be empanelled under Tier F1, Tier F2, Tier F3 or Tier F4 based on the Net Worth (for Commercial Organizations) as on 31.3.2011 OR Annual Turnover/ Grants-in-Aid (for NGOs/ Not-for-Profit Organizations) as on 31.3.2011. Empanelled Enrolment Agencies may progress to a higher tier during the next round of empanelment/renewal of empanelment.

9.8 Award of Empanelment

After scrutinizing the complete details, UIDAI will empanel the applicants indicating the level of technical capability, States/UTs in which to undertake enrollment work, and bid capacity. The empanelled agencies will be issued a letter of empanelment which will also include the terms and conditions of the empanelment.

9.9 Disqualifications

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

- (a) Submitted the application after the response deadline;
- (b) Made misleading or false representations in the forms, statements and

attachments submitted in proof of the eligibility requirements.

- (c) 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.
- (d) Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- (e) Submitted more than one proposal.
- (f) Failed to provide clarifications related thereto, when sought;
- (g) Prosecuted for corrupt and fraudulent practices in any court of law.
- (h) Blacklisted by any Government of India / State / UT Government or declared ineligible by the Govt of India/State/UT Govt for corrupt and forwarded practices
- (i) Any litigation with any Government (Central/State/UT) in India;
- (j) Agencies already undertaking other work in respect of other UIDAI related project will not be eligible for empanelment as Enrolment Agency or vice versa.
- (k) Not adhered to UIDAI prescribed processes, instructions, guidelines, in case of already empanelled agencies.

9.10 Termination or cessation of Empanelment

- a. Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving one month advance notice in writing to the other party.
- b. UIDAI reserves the right to withdraw/ terminate empanelment of applicant in any of following circumstances:
 - 1. Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
 - 2. Information provided to UIDAI is found to be incorrect;
 - 3. Empanelment conditions are not met within the specified time period;
 - 4. Significant changes to the organization or in the course being conducted are not notified to UIDAI;
 - 5. Non co-operation during audits by UIDAI/Registrars/auditing agencies empanelled/ appointed by these
 - 6. Misleading claims about the empanelment status are made;

-
7. Clear evidence is received that empanelled agency is in breach of copyright;
 8. Non-compliance to SLAs and penalties imposed
 9. Non-adherence to the UIDAI enrolment processes and guidelines
 10. Poor quality of biometrics and demographics data
 11. Poor performance reports
 12. Usage of biometric devices which are not approved by UIDAI
 13. Deploying Enrolment Operators/supervisors who are neither enrolled nor certified
 14. Mismanagement of the enrolment centers
 15. Not maintaining the confidentiality of the documents, data collected, any other
 16. Non-provision of necessary infrastructure at the enrolment centers
 17. Undertaking enrolment operations at locations without valid agreement with the Registrars
 18. Soliciting information outside the scope of work
 19. Any other reasons deemed fit by UIDAI

10. POST EMPANELMENT PROCESS AND AWARD OF WORK

Compilation of Database of Empanelled Enrolling Agencies

- (i) Upon completion of the RFE process, UIDAI will intimate successful applicants. The successful Applicants will have to submit the Bank Guarantee, as prescribed by UIDAI, within 15 days of Letter of Intent.
- (ii) The UIDAI will compile a database of all the eligible and qualified Enrolling Agencies (EA) and categorize them as per the Level and Tier classification described above.
- (iii) The UIDAI will make available the database of all empanelled enrolling agencies (as per the indicative format and details shown above) to Registrars who wish to engage enrolling agencies for UID enrolment work. Using the above information, Registrars will be able to access details of the technical capability (Levels T1 to T4) and bid capacity (Tiers F1 to F4) for the enrolling

agencies.

- (iv) The information contained in this database shall be subject to revision at frequent intervals based on updated information provided by EAs, Registrars, and information obtained from the UID Management Information System (MIS).
- (v) The procedures and guidelines for the availability, access, maintenance, and usage of the empanelment information database shall be laid down by the UIDAI in due course of time.

11. AWARD OF ENROLMENT WORK TO EMPANELLED EAs

- (i) Registrars may choose to identify prospective EAs from the empanelled list based on the level-tier classification, and invite a limited tender for Request for Quotation (RFQ) calling for commercial quotes to undertake the Aadhaar enrolment work in specified locations. Registrars may also choose to modify the scope of work for the EA, based on the specific enrolment requirements of the Registrar.
- (ii) Alternatively, Registrars may also opt for issuing a separate Request for Proposal (RFP), based on a model RFP template provided by UIDAI, and invite fresh bids from interested parties. **The RFP in such a case may not be limited to the empanelled EAs.**
- (iii) In either of the above cases, selected EA(s) will be required to sign a contract agreement with the Registrar for undertaking enrolment work in specified locations.
- (iv) EAs will not be required to sign any contract with UIDAI, either upon empanelment or award of work from a Registrar. However, EAs shall ensure strict compliance with all UIDAI processes, guidelines and instructions.

12. GENERAL TERMS AND CONDITIONS

The following terms and conditions are of a general nature, and are given here only for the information of the prospective enrolling agencies. Every project and assignment shall be awarded subject to the specific terms and conditions applicable to that project which will be imposed through specific contracts and agreements to

be signed for that project. UIDAI will not sign any contract directly with the empanelled enrolling agencies.

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

12.2 Relationship:

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

Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for advertising or promotional purpose without first having obtained the other party's prior written approval.

12.3 Right to accept the application: UIDAI reserves the right to accept or reject any request for empanelment and to annul the empanelment process and reject all such requests at any time prior to empanelment, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.

12.4 No obligation: Empanelment with UIDAI does not guarantee that any or all applicants shall be invited to bid for, or be awarded any project / assignment as a result of this empanelment.

12.5 Performance Assessment: EA's performance will be assessed during the execution of the project / assignment and any deficiencies and short-falls will be dealt with in accordance of the contract terms associated with the project / assignment and may also lead to termination/withdrawal of empanelment.

12.6 Fraud and Corruption: UIDAI requires that the enrolment agencies empanelled through this process must observe the highest standards of ethics

during the performance and execution of the awarded contract(s). The following terms apply in this context:

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

These terms are defined as follows:

- (a) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of UIDAI or any personnel in contract executions.
- (b) "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to UIDAI, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or non-competitive levels and to deprive UIDAI of the benefits of free and open competition.
- (c) "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- (d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- (e) "Collusive practices" means a scheme or arrangement between two or more applicants with or without the knowledge of the UIDAI, designed to establish prices at artificial, noncompetitive levels;
- (d) UIDAI will reject an application for award, if it determines that the applicant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, unfair trade, coercive or collusive practices in competing for the contract in question.

12.6.2 Confidentiality: Information relating to evaluation of application and recommendations concerning awards shall not be disclosed to the applicants who submitted the applications or to other persons not officially concerned with the process. The undue use by any applicant of confidential information related to the process may result in the rejection of his application.

12.7 Governing Language: All contracts and documents shall be written in English

Language.

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

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

12.10 Duration of Empanelment: The empanelment under the scheme shall be renewed annually on payment of a renewal fee unless and until the enrolment agency is de-empanelled on account of poor performance, non-adherence to UIDAI enrolment processes, consistent bad quality of biometric data capture etc. as evidenced from audit reports.

12.11 Frequency of Empanelment Process: UIDAI shall open the empanelment process every six months or as determined adequate by UIDAI so as to include new players and exclude those whose performance is not satisfactory. The performance shall be based on the periodic audit process to be done by UIDAI authorized audit agencies.

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

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

12.14 Indemnity: The applicants will indemnify UIDAI against any misuse of UIDAI

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

12.15 Termination / Withdrawal:

- c. Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving one month advance notice in writing to the other party.
- d. UIDAI reserves the right to withdraw/ terminate empanelment of applicant in any of following circumstances:
 - i. Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
 - ii. Information provided to UIDAI is found to be incorrect;
 - iii. Empanelment conditions are not met within the specified time period;
 - iv. Significant changes to the organization or in the course being conducted are not notified to UIDAI;
 - v. Non co-operation during audits by UIDAI/Registrars/auditing agencies empanelled/ appointed by these
 - vi. Misleading claims about the empanelment status are made;
 - vii. Clear evidence is received that empanelled agency is in breach of copyright;
 - viii. Non-compliance to SLAs and penalties imposed
 - ix. Non-adherence to the UIDAI enrolment processes and guidelines
 - x. Poor quality of biometrics and demographics data
 - xi. Poor performance reports of enrolment centres
 - xii. Usage of biometric devices which are not approved by UIDAI
 - xiii. Deploying Enrolment Operators/supervisors who are neither enrolled nor certified
 - xiv. Mismanagement of the enrolment centers
 - xv. Not maintaining the confidentiality of the documents, data collected, any other
 - xvi. Non-provision of necessary infrastructure at the enrolment centers

-
- xvii. Undertaking enrolment operations at locations without valid agreement with the Registrars
 - xviii. Soliciting information outside the scope of work
 - xix. Any other reasons deemed fit by UIDAI

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

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

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

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

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

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

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

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

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

12.19 Disqualification: UIDAI may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:

- (i) Submitted the application after the response deadline;
- (ii) Made misleading or false representations in the forms, statements and attachments submitted in 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 on its own;
- (vii) Was declared ineligible/blacklisted by the Government of India/State/UT Government;
- (viii) Should not be in litigation with any Government(Central/state/UT) in India;

12.20 Right to Inspect and Audit: UIDAI shall have the right to:

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

-
- (iv) Oversee the processes and operations of the enrolling agencies

12.21 Disclaimer:

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

13. Annexure I – Covering Letter

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

To,

The Assistant Director General,

Unique Identification Authority of India (UIDAI),

Planning Commission, Govt. of India (GoI),

3rd Floor, Tower II, Jeevan Bharati Building,

Connaught Circus, New Delhi – 110001.

Dear Madam,

Ref: Request for Empanelment (RFE) Notification No. A11016/133/2011-EA (UIDAI)
dated _____

1. Having examined the RFE document, we, the undersigned, herewith submit our response to your RFE Notification dated 11/05/2010 for Empanelment of Enrolling Agencies under UID Project, in full conformity with the said RFE document. (in case of consortium, the names of the consortium partners shall be provided here)
2. We have read the provisions of the RFE document, the various process documents referred to in this RFE and familiarized ourselves with them, and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our RFE shall not be given effect to.
3. We agree to abide by this RFE, consisting of this letter, the detailed response to the RFE and all attachments, for a period of 60 days from the closing date fixed for submission of proposal as stipulated in the RFE document.
4. We would like to declare that we are not involved in any litigation with any Government in India and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
5. We hereby declare that we have not been blacklisted by any Central/ State/ UT Government.
6. We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government.
7. We hereby declare that we are a non-political and non-denominational organization with no affiliation to any political parties or religion (Applicable to NGOs and Not-for-profit organisations).
8. We hereby declare that all the information and statements made in this RFE are true

and accept that any misrepresentation contained in it may lead to our disqualification.

9. We understood that UIDAI is not bound to short-list / accept any proposal received in response to this RFE.
10. We understood that Empanelment with UIDAI does not guarantee that every / any of the applicants shall be invited to bid for, or be awarded a project / assignment.
11. In case we are empanelled as an Enrolling Agency, we shall provide all assistance/cooperation required by UIDAI appointed auditing agencies/ UIDAI officials for performing their auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of empanelment.
12. In case we are empanelled as an Enrolling Agency, we agree to abide by all the terms & conditions of the Letter of Empanelment that will be issued by UIDAI.

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

Sincerely,

[Applicant's Name with seal]

Name:

Title:

Signature:

Date:

14. Annexure-II – Application Form for EMPANELMENT

Sl.No	Information required	Information to be provided by applicants
1.	Whether for Empanelment/Renewal	
2.	Is it Single Agency Bid OR Consortium Bid:	
3.	Name of Single Agency/ Prime Agency (in case of Consortium):	
3	In case of Consortium Bid, name of Consortium Members: a. b. c.	
4	Legal Status of Single Agency/ Prime Agency: a. Whether Government/ Semi-Government/ PSU/ NGO/ Not for Profit/ Private etc.: b. PAN number of the Organization c. VAT/Service Tax Registration number of the Organization (Provide these above details for each consortium member, in case of a consortium bid)	
5	Date of Incorporation of Single Applicant/ Consortium team members:	
6	Brief Write-up on the Organization's activities and Business Areas in case of Private/ Commercial Organization/ PSU/ Govt. Company/ Autonomous Body (include details on each consortium member, in case	

	of consortium bid):	
7	<p>In case of NGO/ Not for Profit, please provide the following information (include details of each consortium member also separately):</p> <p>a) Principal field(s) of activity/operation</p> <p>b) Principal sources of funding</p> <p>c) Managing Committee/ Governing Body/ Office Bearers</p>	
8	Name of Contact Person, Designation, Address, Email & Phone /FAX numbers to whom all references shall be made regarding this RFE.	
9a	In case of renewal, brief details of the contract signed with the Registrar /activities undertaken for UIDAI exercise. (Annex copy of work order/letter of intent)	
9b	Give reasons, if any, for non-participation in RFQ floated by Registrars	
9c	In case of renewal whether certificate of satisfactory performance from Registrars is submitted by EA .	

12	<p>Net Worth of the Single Agency/ Prime Agency in each of the previous three financial years ending 31st March 2009, 31st March 2010 and 31st March 2011, in case of a Private/ Commercial organization/ PSU/ Govt. Company/ Autonomous Body, duly certified by the Company Auditor (do not include intangible assets)</p> <p>Existing empanelled EAs should only submit accounts/Auditor's certificate for 2010-11</p>	<table border="1"> <tr> <th colspan="2">Assets in INR Lakhs</th><th colspan="2">Liabilities in INR Lakhs</th></tr> <tr> <td>Current Assets</td><td></td><td>Short term liabilities</td><td></td></tr> <tr> <td>Fixed Assets</td><td></td><td>Long term liabilities</td><td></td></tr> <tr> <td>Long term investments</td><td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td><td></td></tr> <tr> <td>Total Assets (A)</td><td></td><td>Total Liabilities (B)</td><td></td></tr> <tr> <td colspan="2">Total Net Worth as of (A-B)</td><td colspan="2"></td></tr> </table>	Assets in INR Lakhs		Liabilities in INR Lakhs		Current Assets		Short term liabilities		Fixed Assets		Long term liabilities		Long term investments								Total Assets (A)		Total Liabilities (B)		Total Net Worth as of (A-B)			
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13	<p>Turnover of Single Agency/ Prime Agency in each of the previous three financial years ending 31st March 2009, 31st March 2010 and 31st March 2011 ,in case of Private/ Commercial organization/ PSU/ Govt. Company/ Autonomous Body, duly certified by the Auditor and as evidenced from the provided Financial</p> <p>Existing empanelled EAs should only submit accounts/Auditor's certificate for 2010-11</p>	<table border="1"> <tr> <th>Financial Year</th><th>Turnover in INR Lakhs</th></tr> <tr> <td>2008-09</td><td></td></tr> <tr> <td>2009-10</td><td></td></tr> <tr> <td>2010-11</td><td></td></tr> </table>	Financial Year	Turnover in INR Lakhs	2008-09		2009-10		2010-11																					
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14	<p>Turnover/ Grants in Aid of Single Agency/ Prime Agency in each of the previous three financial years ending 31st March 2009, 31st March 2010 and 31st March 2011 ,in case of NGO/ Not-for-Profit, duly certified by the Auditor</p>	<table border="1"> <tr> <th>Financial Year</th><th>Turnover in INR Lakhs</th><th>Grants-in-Aid in INR Lakhs</th></tr> <tr> <td>2008-09</td><td></td><td></td></tr> <tr> <td>2009-10</td><td></td><td></td></tr> <tr> <td>2010-11</td><td></td><td></td></tr> </table>	Financial Year	Turnover in INR Lakhs	Grants-in-Aid in INR Lakhs	2008-09			2009-10			2010-11																		
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2009-10																														
2010-11																														
15	Locations where the																													

	organization and consortium members has offices:	
16	Number of Employees of organization and consortium members:	
17	<p>In case of Organization that wish to empanel directly into Level T2/T3 number of successful biometric enrolments (fingerprint and/or Iris capture only) completed in last 3 financial years:</p> <p>(Please note that Client certifications are mandatory for considering this aspect and should be provided without fail. The kind of biometrics captured and the Project under which the enrolment was done should be mentioned clearly in the client certification)</p>	
18	<p>Names of States/ UTs in which the Agency is interested to undertake enrolment work:</p> <p>(This information is mandatory. Please note that the number of the States/ UTs provided here should match with the Tier F1, Tier F2, Tier F3 and Tier F4 specifications given for assessment of financial capacity i.e. in terms of number of States)</p>	

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

Sincerely,

[Applicant's Name with seal]

Signature:

Place

Name:

Dated

Designation:

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

Ms. K. kipgen

Assistant Director General,

Unique Identification Authority of India (UIDAI),

Planning Commission, Govt. of India (GoI),

3rd Floor, Tower II, Jeevan Bharati Building,

Connaught Circus, New Delhi – 110001.

Email ID : adg-ea@uidai.gov.in

15. Annexure-III – Letter of Bank Guarantee

Dear Sirs,

Guarantee No. _____

Amount of Guarantee _____

Guarantee cover from _____

Last date for lodgment of claim _____

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

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

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

_____) at the request of _____

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

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

(Rupees _____) and the

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

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

BANK GUARANTEE

To
(*name and address of purchaser*)

Dear Sir,

BANK GUARANTEE

WHEREAS

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

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

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

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

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be

entitled to ask you to establish your claim or claims under this Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Bank Guarantee shall continue and hold good till date subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract to date _____ as per said Contract.

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

We hereby expressly waive all our rights:

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

Dated _____ this _____ day _____ 2008

Yours faithfully,

For and on behalf of the _____ Bank,

(Signature)

Designation

(Address of the Bank)

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

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