



Request for Quotation after Prebid (RFQ)

VOLUME I – INSTRUCTION TO BIDDERS

SELECTION OF ENROLMENT AGENCIES FOR REMAINING REGIONS (7 DISTRICTS) OF RAJASTHAN UID PROJECT

NIT Number	F5(639)/DoIT/Tech/12/4296
Cost of Tender Document	Rs 10,000.00 (Ten Thousand Only)
RISL Processing Fees	Rs 1000.00 (One Thousand Only)
Date & Time of Pre Bid Meeting	13/08/2012 16.00 Hrs
Date & Time of Submission of Bids	03/09/2012 16.00 Hrs
Date & Time of opening of Bids for prequalification	03/09/2012 16.30 Hrs
Date & Time of opening of financial Bids	Will be communicated to Bidders
Place of Sale of Tender Document	Office of the Commissioner , IT&C
Tender Document can be downloaded from websites from 03/08/2012	http://eproc.rajasthan.gov.in www.dipr.rajasthan.gov.in www.uidai.gov.in , http://doitc.rajasthan.gov.in

**Department of Information Technology and
Communication, Government of Rajasthan**

July 2012

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1. INVITATION TO BID

Dear Bidders,

01/08/2012

1. Department of Information Technology & Communication (DoIT&C) invites electronic bid (eBid) proposals from Enrolling Agencies empanelled by UIDAI for carrying out the enrolment functions for the UID Project of Government of Rajasthan
2. This 'Invitation to Bid' is extended to F3 and F4 Financial category of Agencies empanelled by UIDAI for undertaking demographic and biometric data collection **for enrolment of residents anywhere in India.**
3. The Request for Quotation (RFQ) consists of 3 Volumes as mentioned below:
 - a. Volume I – Instructions to Bidders and Selection Procedure
 - b. Volume II – Scope of Work
 - c. Volume III – Standard Contract
4. Bidders can download the RFQ document for free from portals <http://doitc.rajasthan.gov.in>, <http://eproc.rajasthan.gov.in>, <http://www.uidai.gov.in> or <http://www.dipr.rajasthan.gov.in>
5. Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
6. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
7. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, DD for RISL Processing Fees and EMD (in prescribed format) should be submitted physically at the office of Tendering Authority as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid/ cover.
8. DoIT&C will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

9. Bidders are also advised to refer “Bidders Manual Kit” available at eProc website for further details about the e-tendering process.
10. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C on regular basis. Bidders interested for training may contact e-Procurement Cell, DOIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in
Address: e-Procurement Cell, DOIT&C, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
11. The response to the RFQ should be submitted on or before date **as given in data sheet.**
12. The Financial Bid consists of Seven bids one each for 7 regions. The Bidder may quote for individual region based on the eligibility criteria prescribed for each region in this RFQ.
13. DoIT&C, Rajasthan reserves the right to reject any or all the Bids in whole or part without assigning any reasons.
14. This ‘Invitation to Bid’ is non-transferable under any circumstances.
15. Address for Communication:
Mr.Sanjay Malhotra, IAS
Secretary and Commissioner,
Department of Information Technology & Communication (DoIT&C)
IT Building, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Raj), INDIA
Phone: 91(141) 2222011, 5153225 , Fax: 91(141) 2224855
Email: uid@rajasthan.gov.in

Definitions and Acronyms

AADHAAR	Brand name associated with UID.
Authentication	The process of verifying the UID number of a resident with reference to his biometrics.
Biometric Data	Refers to the facial image, iris scan and fingerprints collected by the Enrollment Agency from the enrollees based on the standards prescribed by the UIDAI
CIDR	Central Identity Repository owned and maintained by UIDAI which receives all enrolment data for de-duplication and generation of unique identity numbers.
Day/Calendar Day	Day/Calendar day means Calendar day for this RFQ
Demographic Data	Refers to the personal information collected or verified by the Enrollment Agency based on the data fields prescribed by the UIDAI
DoIT & C	Department of Information Technology and Communication, Government of Rajasthan
Enrolling Agency/ Enrollment Agency (EA)	The Agency appointed by the Registrar for collection of the Demographic and Biometric data in the area assigned by the Registrar. The terms Enrolling Agency and Enrollment Agency used interchangeably and mean the same.
Enrollment	Refers to the exercise of collection of demographic data after verification, collection of biometrics, and the allocation of the UID number after de-duplication.
Enrollment Center (EC)	Refers to the premises located in the area where the enrollment is being carried out. One Enrollment Center can host multiple Enrollment Stations.
Enrollment Station (ES)	Refers to an individual enrollment booth/enclosure inside the Enrollment Center. The capture of Demographic and Biometric data is done in this Station.
Introducer	A person who is authorized to introduce a resident who does not possess any supporting documents in order to help them establish ID
KYR	Know Your Resident
KYR+	Details for Verification beyond identification (KYR)
PoA	Proof of Address
PoI	Proof of Identity
Registrar	The Agency of State Government with whom the UIDAI has entered into a Memorandum of Understanding for covering issues related to the implementation of the UID Project. DoIT & C, GoR is one of the Registrars for UID Project in Rajasthan.
District Registrar	The Agency of State Government at district level who will be responsible for implementation of the UID Project at district level. District Collector (D.C.) of respective districts will act as District Registrar for the purpose of this RFQ
UID	Unique Identification
UIDAI	Unique Identification Authority of India

2. INTRODUCTION

2.1 About UID Project

The Government of India (GoI) has embarked upon an ambitious initiative to provide a Unique Identification (UID) to every resident of India and has constituted the Unique Identification Authority of India (UIDAI) for this purpose. The timing of this initiative coincides with the increased focus of the GoI on social inclusion and development through massive investments in various social sector programs, and transformation in public services delivery through e-Governance programs. 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. More details on the UIDAI and the strategy overview can be found on the website: <http://www.uidai.gov.in>

The widespread implementation of the UID project needs the reach and flexibility to enroll residents across the country. To achieve this, the UIDAI proposes to partner with a variety of agencies and service providers (acting as Registrars, District Registrars and Enrolling Agencies) to enroll residents for UID. By participating in enrolling residents, registrars, District Registrar and enrolment agencies across the country would be part of a truly historic exercise, one which can make our welfare systems far more accessible and inclusive of the poor, and also permanently transform service delivery in India.

2.2 About Enrollments of Residents in Rajasthan

Government of Rajasthan is committed towards the success of the Unique Identification (UID) project, and envisages the enrolment of residents during both phases to be completed in seventeen months to the maximum extent possible. Department of IT&C have been designated as one of the Registrars for the UID project. The administrative head of the revenue districts (District Collectors/ Magistrates) of Rajasthan have been identified as the District Registrars of the UID project who will be in charge of the enrolment process in their respective revenue districts.

Enrolment process involves carrying out various functions and activities related to UID enrolment including but not limited to setting up of enrolment centers, undertaking collection of demographic and biometric data for UID enrollment and any other data required by the District Registrar/Registrar.

2.2.1 Implementation Strategy and Approach

Multiple Registrar approach has been adopted in Rajasthan, where efforts of all registrars will be coordinated to achieve maximum enrolments. State Registrar has already selected Enrolment Agencies for most parts of 27 Districts. **This RFQ is to select Enrolment Agency for 7 Regions i.e Region 1 (Jaipur), Region 2 (Bharatpur), Region 3 (Karauli), Region 4 (Dhaulpur), Region 5 (Alwar), Region 6 (Jaisalmer) and Region 7 (Jodhpur). Details about population and geographical area to be covered in these regions is at section 4: Instruction to bidders - Data sheet (Part II) of this Volume.**

2.2.2 Special Nature of Project

UID project is a unique initiative of Government of India due to its scale of implementation, novelty of concept and methodology. Such unique initiative may come across unforeseen situations which require exceptional measures to handle them. State Government may change general scope, provisions and conditions of this RFQ in such exceptional situations and at any stage during the project duration including any extension period.

3. INSTRUCTION TO BIDDERS - STANDARD

PART I

STANDARD

Definitions	<p>(a) “Tenderer” means the Registrar who will select from the Bidders, agencies to fulfil the services as required for the project.</p> <p>(b) “Bidder” means any entity that may provide or provides the Services to the Registrar/District Registrar under the Contract.</p> <p>(c) “Bid” means the Financial Proposal consisting of one/ multiple Regions.</p> <p>(d) “Instructions to Bidders” (Section 3 of Volume I of the RFQ) means the document which provides interested Bidders with all information needed to prepare their bids. This document also details out the process for the selection of the enrolling agency.</p> <p>(e) “Scope of Work” (SoW) means the Volume II of the RFQ which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Registrar/District Registrar, UIDAI and the Bidder.</p> <p>(f) “Standard Contract” means the Volume III of the RFQ which provides the standard contract agreement to be signed between the District Registrar and the selected Enrolling Agency.</p> <p>(g) “Region” means a district as specified by the Registrar in this RFQ. This RFQ caters to only seven regions (districts) as detailed in Volume 1, Instruction to Bidders, Data Sheet Para ref: 3.3.</p>
1. Introduction	<p>1.1 This RFQ (Request For Quotation) is being issued only to F3 and F4 Financial category of Agencies empanelled by UIDAI for undertaking demographic and biometric data</p>

	<p>collection for enrolment of residents anywhere in India.</p> <p>1.2 All the provisions listed out in the Request for Empanelment (RFE) issued by the UIDAI and Terms & Conditions of Empanelment shall be binding upon the participating bidders of this RFQ.</p> <p>1.3 The Tenderer will select a firm, in accordance with the method of selection specified in subsection 5 of “Instructions to Bidders” (Section 3 of Volume I of the RFQ).</p> <p>1.4 The name of the assignment/Job <i>Rajasthan UID Project</i> has been mentioned in Part II of Data Sheet. Detailed scope of the assignment/ job has been described in the Scope of Work in Volume II.</p> <p>1.5(a) The date, time and venue for Pre-bid meeting has been given in Part II Data Sheet</p> <p>1.5(b) The date, time and address for submission of the bid has been given in Part II Data Sheet</p> <p>1.6 Interested Bidders are invited to submit a electronic Bid for providing services required for the assignment named in the Data Sheet.</p> <p>1.7 The Tenderer is not bound to accept any bids, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p>
Only one Bid	<p>1.8 A Bidder shall only submit one financial bid (can contain bids for multiple Regions). If a Bidder (single/ consortium partner) submits or participates in more than one bid, such</p>

		bids shall be disqualified.
Bid Validity	1.9	Part II Data Sheet to Bidder indicates how long Bidders' bid must remain valid after the submission date. In exceptional circumstances, the Registrar may request the Bidder(s) for an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax). The validity of EMD shall also be suitably extended.
Consortium	1.10	Only those consortiums which have been empanelled by UIDAI are eligible to submit a consortium bid. In such a case, the lead agency empanelled by UIDAI shall be the lead member of the consortium and shall be responsible and liable to the Tenderer for all aspects of their bid, contract, etc. Lead agency of the consortium must be empanelled as F3 or F4 financial category agency with UIDAI for undertaking demographic and biometric data collection for enrolment of residents anywhere in India
Tenure of Contract	1.11	The tenure of the contract shall be provided in Data Sheet
2. Clarification and Amendment of RFQ Document	2.1	Bidders may request a clarification in the RFQ document up to the number of days indicated in the Data Sheet before the bid submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Tenderer's address indicated in the Data Sheet.
	2.2	At any time before the submission of Bids, the Tenderer may amend the RFQ by issuing an addendum/ corrigendum in writing or by standard electronic means. The addendum/ corrigendum shall be binding on bidders.
3. Preparation of	3.1	The preparation of the Bid as well as all related

Bid	correspondence exchanged by the Bidders and the Tenderer, shall be in English
	<p>3.2 The Bidders shall submit a copy of the Letter of Empanelment and Registration no (if issued) by UIDAI duly indicating the level and tier as well as the list of States the Bidder is eligible to work in. Non-submission of the letter of empanelment / Registration no. will render the bidder disqualified.</p> <p>3.3 Financial Bid: It shall be prepared using the attached Standard Forms (Section 5, Annexure I and Annexure II of Volume I). It should include all costs associated with the assignment for each Region. Each Region corresponds to a particular geographical area. Financial bid for each Region shall be treated separately at the time of evaluation and allocation of regions will be made on the basis of allocation procedure as detailed in subsection 5.4 of instruction to bidders (Section 3, Volume I of RFQ). The geographical areas for each Region are given in Data Sheet Para 3.3. The financial bid shall not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.</p> <p>3.4 The Bidders shall be eligible for bidding for the various Regions based on the Eligibility criteria as per Data Sheet Para 3.4. The Tenderer shall verify the contents of the ‘Letter of Empanelment’ with the list of empanelled agencies provided by UIDAI to check the eligibility of the Bidders for the various Regions the Bidder has evinced interest in working in.</p> <p>3.5 The bidder can bid either 1 region or up to a maximum of 7 regions. Registrar will assign work to the successful</p>

	bidders on the basis of procedure described in subsection 5.4 of instruction to bidders (Section 3, Volume I of RFQ).																								
Taxes	3.6 The Bidder may be subject to local taxes (such as: VAT, duties, fees, levies) on amounts payable by the Registrar/District Registrar under the Contract. Bidders shall include such taxes except service tax in the financial bid.																								
	3.7 Bidders should provide the price of their services in Indian Rupees.																								
Earnest Money Deposit (EMD), and Performance Bank Guarantee.	<p>3.8 Earnest Money Deposit</p> <p>I. The Bidder shall furnish along with technical bid an earnest money deposit (EMD) as per following table:</p> <table><tr><th>Region No.</th><th>District</th><th>EMD (in INR)</th></tr><tr><td>1.</td><td>Jaipur</td><td>19,61,100</td></tr><tr><td>2.</td><td>Bharatpur</td><td>13,00,300</td></tr><tr><td>3.</td><td>Karauli</td><td>7,77,500</td></tr><tr><td>4.</td><td>Dhaulpur</td><td>6,29,300</td></tr><tr><td>5.</td><td>Alwar</td><td>13,31,200</td></tr><tr><td>6.</td><td>Jaisalmer</td><td>3,31,100</td></tr><tr><td>7.</td><td>Jodhpur</td><td>2,46,500</td></tr></table> <p>II. Bidder needs to submit EMD only for districts for which he is bidding. Bidder needs to submit only one unified EMD even if he is bidding for more than one region. He will add all district EMD's for which he is bidding and then submit one unified EMD.</p> <p>e.g. Say a bidder bids for Bharatpur then he has to submit an EMD of Rs. 13,00,300 only. If some bidder wants to bid for say Jaipur, Alwar and Jodhpur then he will add all three district EMD's (i.e. 19,61,100 + 13,31,200 + 2,46,500 = 35,38,800) and submit one unified EMD of Rs. 35,38,800</p>	Region No.	District	EMD (in INR)	1.	Jaipur	19,61,100	2.	Bharatpur	13,00,300	3.	Karauli	7,77,500	4.	Dhaulpur	6,29,300	5.	Alwar	13,31,200	6.	Jaisalmer	3,31,100	7.	Jodhpur	2,46,500
Region No.	District	EMD (in INR)																							
1.	Jaipur	19,61,100																							
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4.	Dhaulpur	6,29,300																							
5.	Alwar	13,31,200																							
6.	Jaisalmer	3,31,100																							
7.	Jodhpur	2,46,500																							

(Name & Signature of Bidder along with Seal)

	<p>only.</p> <p>III. The Earnest Money Deposit may be submitted in any of the following form:</p> <p>Cash through treasury Challan deposited under head "8443 Civil Deposits – 103 – Security Deposits".</p> <p style="text-align: center;">OR</p> <p>Banker's Cheque / DD issued by the Nationalized / Scheduled commercial Bank, drawn in favour of "Secretary and Commissioner, DoIT&C" payable at "Jaipur"</p> <p style="text-align: center;">OR</p> <p>An unconditional and irrevocable bank guarantee from a Nationalized Bank/Scheduled commercial bank in India in favour of Secretary and Commissioner, Department of IT&C, Rajasthan which should be valid till the end of bid validity period with 3 month grace period. Bidder should submit BG in lieu of EMD in format prescribed in Annexure VI and must follow guidelines for submission of Bank Guarantee (part of Annexure VI)</p> <p>IV. Bid not accompanied by EMD shall be rejected as non-responsive.</p> <p>V. No interest shall be payable by the Tenderer for the sum deposited as earnest money deposit.</p> <p>VI The EMD of the successful bidders would be returned back within one month of receipt of confirmation of payment of performance bank guarantee (as detailed in subsection 3.11 below) from the respective District Registrars</p> <p>VII The EMD of the unsuccessful bidders would be returned</p>
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	<p>back.</p> <p>VIII The EMD of the reserve bidder would be retained till bid validity date.</p>
	<p>3.9 The EMD shall be forfeited by the Tenderer in the following events:</p> <p>I. If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.</p> <p>II. If the Bid is varied or modified in a manner not acceptable to the Tenderer after opening of Bid during the validity period or any extension thereof.</p> <p>III. If the Bidder tries to influence the evaluation process.</p>
	<p>3.10 Tender Fees & RISL Processing Fee:</p> <p>All Bidders are required to pay Rs. Ten Thousand only (Rs. 10,000/-) towards Tender Fees in the form of Demand Draft drawn in favour of Secretary and Commissioner, Department of IT&C, Rajasthan payable at Jaipur. The Tender Fee is Non-Refundable.</p> <p>Non refundable RISL processing fee of Rs. 1000/- as DD in name of Managing Director, RISL payable at Jaipur should be submitted with Bid.</p>
	<p>3.11 Performance Bank Guarantee</p> <p>I. The selected Bidder shall be required to furnish a Performance Bank Guarantee equivalent to 5% (Five Percent) of the contract value (rounded off to the nearest thousand Indian Rupees) calculated based on the population figure quoted in the Data sheet for the respective District, in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favour of District Collector/ Magistrate (Administrative head of the</p>

		District) for the entire period of contract with additional 90 days claim period. The bank guarantee must be submitted after award of work order but before signing of contract. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract.												
4. Submission, Receipt, and Opening of Bids	<p>4.1 The Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the Bid must initial such corrections.</p> <p>4.2 An authorized representative of the Bidders shall digitally sign the bid document. The authorization shall be in the form of a written power of attorney accompanying the Bid or Letter of authorization as per format in Annexure -V.</p> <p>4.3 Documents Comprising the Bid</p> <p>a) A Single stage-Two envelope/ cover system shall be followed for the bid –</p> <p style="padding-left: 40px;">a. Technical bid</p> <p style="padding-left: 40px;">b. Commercial bid</p> <p>b) Technical bid shall include the following documents: -</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>S. No.</th><th>Documents Type</th><th>Document Format</th></tr> </thead> <tbody> <tr> <td>1</td><td>Bid Covering Letter</td><td>On bidder's letter head duly signed by authorized signatory</td></tr> <tr> <td colspan="3" style="text-align: center;">Fee Details</td></tr> <tr> <td>2</td><td>Tender Fee, RISL Processing Fee, EMD</td><td>Scanned copy of DD for Tender fee;</td></tr> </tbody> </table>	S. No.	Documents Type	Document Format	1	Bid Covering Letter	On bidder's letter head duly signed by authorized signatory	Fee Details			2	Tender Fee, RISL Processing Fee, EMD	Scanned copy of DD for Tender fee;	
S. No.	Documents Type	Document Format												
1	Bid Covering Letter	On bidder's letter head duly signed by authorized signatory												
Fee Details														
2	Tender Fee, RISL Processing Fee, EMD	Scanned copy of DD for Tender fee;												

				Scanned copy of DD for RISL Processing fee and Scanned copy of BG for EMD
		Pre-Qualification Documents		
		3	UIDAI empanelment letter	
		4	Letter of authorization	As per Annexure-V
		5	Any other documents as required by this RFQ	
c) Commercial bid shall include the following documents: -				
		S. No.	Documents Type	Document Format
		1	Price Bid	As per Annexure-II
	4.4	The Bids must be submitted online no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2 under “Instructions to Bidders” (Section 3 of Volume I of the RFQ) . Any bid received by the Tenderer after the deadline for submission shall be returned unopened.		
Right to Accept/Reject the Bid	4.5	Tenderer reserves the right to accept or reject any Bid and to annul the RFQ process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.		
5. Public Opening and Evaluation of Bids	5.1	Bid for each Region shall be opened publicly on the date & time specified the Data sheet, in the presence of the Bidders' representatives who choose to attend. Alternatively, the		

(Name & Signature of Bidder along with Seal)

	<p>bidders may also view the bid opening status/ process online at eProc website.</p> <p>5.2 Financial bids of only those bidders who are empanelled with UIDAI in F3 and F4 financial categories for anywhere in India will be considered for evaluation. While considering individual region bids of a bidder only those bids for which population of region (as specified in RFQ) is less than or equal to project spare bid capacity of the bidder will be considered. Any individual region bid not meeting said criteria will be rejected summarily. Project Spare bid capacity as declared by bidder in bid covering letter (Annexure-A) will be used for above purpose. The name of the Bidders and their financial bid for each Region meeting above criteria shall be read aloud.</p> <p>5.3 The Tenderer will correct any computational errors for each Region. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. If a discrepancy is found between region number and name of district in that region, name of district will prevail in deciding geographical area covered under that region.</p> <p>5.4 Evaluation Process:</p> <p>Registrar aims at awarding contracts for remaining 7 regions.</p> <p>a. Only eligible bids as per clause 5.2 above will be considered for bid evaluation.</p> <p>b. The lowest of all rates received for each region will be set as L1 Contract Rate (LCR) for that particular region.</p> <p>c. Acceptance of LCR for each region will be taken from</p>
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(Name & Signature of Bidder along with Seal)

bidders who have participated in Bid (for any region). Only those bidders who have accepted LCR will be eligible to participate in the selection process.

d. The bidders who have submitted bid for that region initially and who accept the LCR are ranked (bid rank) according to the initial bids received as L2, L3 and so on. If there is more than one bidder with same rates, bid rank i.e. L1, L2, L3 and so on is decided on lottery. Bid rank of bidders who accept LCR and have not submitted bid initially for that region (initially submitted bid for other regions), will be determined through lottery and they will be placed after original bidders for that region in bid rank. Date, time and location of lottery will be communicated to bidders.

e. Region rank will be decided by arranging regions in order of ascending population i.e. Rank 1 will be given to the region having lowest Population and last rank will go to region with highest population. In case of tie, region with lower population will be placed first.

Example: Rank after applying above criteria

Region Rank	District	Population
1	Jodhpur	410601
2	Jaisalmer	551743
3	Dhaulpur	1048753
4	Karauli	1295735
5	Bharatpur	2167093
6	Alwar	2218558
7	Jaipur	3268410

f. Now regions will be allocated in order of their ranks i.e. Region with least population (rank 1) will be allocated

(Name & Signature of Bidder along with Seal)

first to L1 Bidder for that region. Then region with second least population will be allotted to L1 of that region. This process will continue till region with highest population is allotted to bidder. However while allotment, if a bidder's project spare bid capacity is less than population of a region, that bidder will no longer be considered for allotment. In such scenario, L2 bidder will be allocated that region.

Example 1: If All L1 have adequate spare bid capacities

	Bid Rank →	L1	L2	L3
←--- Region Rank	1	A	B	C
	2	B	C	A
	3	E	B	
	4	A	F	
	5	C	A	
	6	F	E	

Region 1,2,3,4,5,6 and 7 will be allocated to bidder A,B,E,A,C and F respectively.

Example 2: If All L1 does not have adequate spare bid capacities. In table below say while allocating region with rank 4, spare bid capacity of bidder A becomes less than population of region with rank 4. This region will go to bidder F.

	Bid Rank →	L1	L2	L3
←--- Region Rank	1	A	B	C
	2	B	C	A
	3	A	B	
	4	A	F	
	5	C	A	
	6	F	E	

Region 1, 2, 3, 4, 5, 6 and 7 will be allocated to bidder

	<p>A,B,A,F,C and F respectively.</p> <p>g. A bidder who has been allocated a region will be removed from list of bidders of that allocated region. Now reserve bidder for each region will be selected by following same procedure as defined above for selecting successful bidder.</p>
6 Disqualification	<p>Tenderer may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:</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 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 either as a Single Agency/ Prime Agency/ consortium member; (vii) Was declared ineligible/blacklisted by the Government of India/State/UT Government/UIDAI; (viii) Is in litigation with any Government in India;
7. Award of Contract	<p>7.1 Registrar will issue LoI to all successful Bidders. However Work Order will be issued by District Registrar. District Registrar reserves the right to issue part work order i.e. Work order for whole district or any part of district may be</p>

	<p>issued in favour of successful bidder.</p> <p>7.2 The winning Bidder for each Region shall submit a detailed Work Plan within two week of issue of work order for each district to respective District Registrar detailing out the area to be covered in each month and the timelines for covering the enrolment work. The Work Plan should be inline with the RFQ in terms of deployment of stationary, permanent and mobile enrolment stations. The District Registrar shall evaluate the same and make necessary modifications if any and approve it.</p> <p>7.2 The Bidders will sign the contract as per the standard form of contract in Volume III within 15 days of issue of Letter of Award of Work with District Registrar.</p> <p>7.3 The Bidder is expected to commence the assignment within 28 days of issue of Letter of Award of Work. In case the winning Bidder fails to start the enrolment work within 42 days of date of issue of Letter of Award of Work, then the Registrar/District registrar may cancel the award of work and negotiate with the reserve bidder for award of work.</p>
8. Termination of Contract subject to necessary approvals	<p>"Notwithstanding the duration of the contract stated in GC 2.4, the Registrar/District Registrar, without prejudice or liability, reserves the right to terminate the contract for the time period beyond 31/03/2013 in the event necessary approvals for continuation of enrolment are not available to the Registrar"</p>

4. INSTRUCTION TO BIDDERS – DATA SHEET (Part II)

Paragraph Reference	Item
1.3	Name and Details of Tenderer: Mr.Sanjay Malhotra, IAS Secretary and Commissioner, DoIT&C IT Building, Yojana Bhawan Tilak Marg, C-Scheme Jaipur-302005 (Raj), INDIA Phone: 91(141) 2222011, 5153225 Fax: 91(141) 2224855 Email : uid@rajasthan.gov.in
1.4	Name of the assignment: Rajasthan UID Project, GoR
1.5 (a)	Pre-bid Venue address is: Conference Hall, GF IT Building, Yojana Bhawan Tilak Marg, C-Scheme Jaipur-302005 (Raj), INDIA Phone: 91(141) 2222011, 5153225 Fax: 91(141) 2224855 *Please mail your prebid queries in format as specified in Annexure IV to uid@rajasthan.gov.in . Also submit hard copy of same during prebid meeting.
1.5 (b)	The Bid submission address is: Online Submission at http://eproc.rajasthan.gov.in Bid as described in subsection 4 under “Instructions to Bidders” (Section 3 of Volume I of the RFQ) must be submitted no later than the date and time given in datasheet section 5.1 (important dates in the project).
1.9	Bids must remain valid for 270 days after the submission date.
1.11	The estimated tenure of contract: Period of 17 months from date of issue of work order , which can be extended by the Registrar/District Registrar if needed based on same terms and conditions.

2.1	<p>Clarifications may be requested not later than <u>5</u> days before submission date. The address for requesting clarifications is:</p> <p>Mr.Sanjay Malhotra, IAS Secretary and Commissioner, DoIT&C IT Building,Yojana Bhawan Tilak Marg, C-Scheme Jaipur-302005 (Rajasthan) Email : uid@rajasthan.gov.in</p>																								
3.3	<p>The Regions and corresponding Geographical areas and Target Population are as given below:</p> <table><tr><th>Region No.</th><th>District</th><th>Expected Target Population</th></tr><tr><td>1.</td><td>Jaipur (All tehsils except Bassi and Chomu)</td><td>3268410</td></tr><tr><td>2.</td><td>Bharatpur (All tehsils)</td><td>2167093</td></tr><tr><td>3.</td><td>Karauli (All tehsils)</td><td>1295735</td></tr><tr><td>4.</td><td>Dhaulpur (All tehsils)</td><td>1048753</td></tr><tr><td>5.</td><td>Alwar (All tehsils except Kishangarh Bas, Bansur and Kotkasim)</td><td>2218558</td></tr><tr><td>6.</td><td>Jaisalmer (All tehsils)</td><td>551743</td></tr><tr><td>7.</td><td>Jodhpur (Shergarh and Balesar tehsils only)</td><td>410601</td></tr></table> <p>Note:</p> <p>1. All figures are to assist bidder in bid preparation and bidder should cross check above figures from other references. Above data is treated as basis by tenderer for preparing this RFQ and will not be in any manner be the basis for legal proceedings.</p> <p>2. In Jaipur district the tehsil of Bassi and Chomu have been allotted to non State registrars. Similiarly in Alwar district the tehsils of Kishangarh Bas, Bansur and Kotkasim have been allotted to NSR. In Jodhpur districts all tehsils except Shergarh and Balesar have been already allocated. Bidder will only be awarded remaining areas in respective districts. Also if State Government decides then more tehsils may be awarded to NSR.</p>	Region No.	District	Expected Target Population	1.	Jaipur (All tehsils except Bassi and Chomu)	3268410	2.	Bharatpur (All tehsils)	2167093	3.	Karauli (All tehsils)	1295735	4.	Dhaulpur (All tehsils)	1048753	5.	Alwar (All tehsils except Kishangarh Bas, Bansur and Kotkasim)	2218558	6.	Jaisalmer (All tehsils)	551743	7.	Jodhpur (Shergarh and Balesar tehsils only)	410601
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3.4	<p><u>Eligibility for Submission of Bids for the different Regions</u></p> <table><tr><th>Sl. No</th><th>Region No.</th><th>Minimum Technical ‘Level’ Requirement</th><th>Minimum Financial ‘Tier’ Requirement</th></tr><tr><td>1</td><td>All Regions</td><td>T1</td><td>F3</td></tr></table> <p>Eligible bidder may apply for all regions subjected to condition that his project spare bid capacity as declared in Anexure-A (Bid covering letter), is greater</p>	Sl. No	Region No.	Minimum Technical ‘Level’ Requirement	Minimum Financial ‘Tier’ Requirement	1	All Regions	T1	F3																
Sl. No	Region No.	Minimum Technical ‘Level’ Requirement	Minimum Financial ‘Tier’ Requirement																						
1	All Regions	T1	F3																						

	than population of region he is bidding. The Bidders shall submit a copy of the ‘Letter of Empanelment’ along with the Financial Bid. Only those bidders who have been empanelled by UIDAI as F3 & above category agencies and satisfy project spare bid capacity criteria are eligible for submission of bids.																													
4.3	Bidder must submit the following: a) Financial Bid. The Financial Bid shall contain one/ multiple Regions based on the geographical areas where the bidder is interested in working. b) Bid covering letter c) UIDAI empanelment letter d) Letter of authorization e) EMD f) Tender Fee g) Any other documents as required by this RFQ																													
5.1	Important Dates in the project: <table><tr><th>No</th><th>Description</th><th>Tentative Dates</th></tr><tr><td>1.</td><td>Release of RFQ</td><td>03/08/2012</td></tr><tr><td>2.</td><td>Pre-bid conference date time</td><td>13/08/2012, 16.00 Hrs</td></tr><tr><td>3.</td><td>Last date for submission of Prebid queries</td><td>13/08/2012, 16.00 Hrs</td></tr><tr><td>4.</td><td>Bid Closing date and time</td><td>03/09/2012, 16.00 Hrs</td></tr><tr><td>5.</td><td>Opening of bids for prequalification</td><td>03/09/2012, 16.30 Hrs</td></tr><tr><td>6.</td><td>Opening of Financial bids</td><td>To be intimated separately to bidders</td></tr><tr><td>7.</td><td>Issue of LOI to successful bidders</td><td>To be intimated separately to bidders</td></tr><tr><td>8.</td><td>Issue of Work Order by District Registrar</td><td>To be intimated separately to successful bidder</td></tr></table>			No	Description	Tentative Dates	1.	Release of RFQ	03/08/2012	2.	Pre-bid conference date time	13/08/2012, 16.00 Hrs	3.	Last date for submission of Prebid queries	13/08/2012, 16.00 Hrs	4.	Bid Closing date and time	03/09/2012, 16.00 Hrs	5.	Opening of bids for prequalification	03/09/2012, 16.30 Hrs	6.	Opening of Financial bids	To be intimated separately to bidders	7.	Issue of LOI to successful bidders	To be intimated separately to bidders	8.	Issue of Work Order by District Registrar	To be intimated separately to successful bidder
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5.5	The Maximum Bid Capacity for the various Financial Capacity ‘TIERS’ is as given below: <table><tr><th>Sl. No</th><th>Financial Capacity ‘TIER’</th><th>Maximum Bid Capacity (maximum enrolments in an year)</th></tr><tr><td>1</td><td>F1</td><td>15 Lakh enrolments</td></tr><tr><td>2</td><td>F2</td><td>35 Lakh enrolments</td></tr><tr><td>3</td><td>F3</td><td>125 Lakh enrolments</td></tr><tr><td>4</td><td>F4</td><td>500 Lakh enrolments</td></tr></table>			Sl. No	Financial Capacity ‘TIER’	Maximum Bid Capacity (maximum enrolments in an year)	1	F1	15 Lakh enrolments	2	F2	35 Lakh enrolments	3	F3	125 Lakh enrolments	4	F4	500 Lakh enrolments												
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5. FINANCIAL BID FORMS

The Financial Bid consists of one Region each for each geographical area outlined in Section 1.2 of Volume II. The bidder shall be responsible for doing the necessary background research to understand each geographical area, terrain, population density, urban-rural percentage as well as the infrastructure requirements.

The bidder shall quote the total cost for providing services as per the Scope of Work given in Volume II which shall include the cost for collection of demographic and biometric details of residents as per the requirements of the District Registrar, Registrar (Department of IT&C, Rajasthan) and UIDAI and the cost for providing other additional services specified in the Scope of Work. The total cost quoted shall be exclusive of service tax but inclusive of all expenses like travel and lodging, cost of setting up enrolment centers and mobile units, cost of transferring data to CIDR and State data centre / other vault location, Taxes and duties.

5.1 Bid covering letter

The Bidders shall submit the Bid covering letter as given in Annexure I of Volume I.

5.2 Financial Bid Form

The Bidder will fill online Financial Bid Form. He can fill rates for one or more than one regions in same form.

Annexure I – Bid Covering Letter

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

To,
Secretary and Commissioner, DoIT&C
IT Building, Yojana Bhawan
Tilak Marg, C-Scheme
Jaipur-302005 (Rajasthan)
Dear Sir,

Ref: Request for Quotation (RFQ) Notification dated _____

1. Having examined the RFQ document, we, the undersigned, herewith submit our response to your RFQ Notification dated _____ for Selection of Enrolment Agencies for Remaining Regions (7 districts) of Rajasthan UID Project, in full conformity with the said RFQ document. (in case of consortium, the names of the consortium partners shall be provided here)
2. We, the undersigned, offer to provide services to Department of IT&C, Rajasthan for carrying out the enrolment functions for the remaining regions of Rajasthan UID Project in accordance with your RFQ.
3. We have read the provisions of the RFQ document and confirm that these are acceptable to us. Hence, we are hereby submitting our Financial Bid.
4. We agree to abide by this RFQ, consisting of this letter, financial bid and all attachments, for a period of 270 days from the closing date fixed for submission of bid as stipulated in the RFQ document.
5. We hereby declare that we are interested in participating in the following Regions and have submitted the financial bids for each Region specified below:

Region	District	Response
Region 1	Jaipur	YES/NO
Region 2	Bharatpur	YES/NO
Region 3	Karauli	YES/NO
Region 4	Dhaulpur	YES/NO
Region 5	Alwar	YES/NO
Region 6	Jaisalmer	YES/NO
Region 7	Jodhpur	YES/NO

6. 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.

7. We hereby declare that we have not been blacklisted by any Central/ State/ UT Government.
8. We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government.
9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
10. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.
11. We understand that the *Department of IT&C, Rajasthan* is not bound to accept any bid received in response to this RFQ.
12. In case we are engaged by the *Department of IT&C, Rajasthan* as an Enrolling Agency, we shall provide any assistance/cooperation required by *Department of IT&C, Rajasthan, District Registrars, UIDAI/Registrar/District Registrar* 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 service.
13. In case we are engaged as an Enrolling Agency, we agree to abide by all the terms & conditions of the Contract that will be issued by District-Registrar/ Registrar
14. In case we are selected as a reserve bidder, we agree to abide by all the terms and conditions of the agreement that will be issued by District Registrar/ Registrar for engaging us as reserve bidder.
15. The financial bid includes the cost of setting up and operating enrolment stations(including stationary, permanent and mobile enrolment stations) as specified in RFQ, cost of providing additional services and performing all functions as per the scope of work defined in Volume II of the RFQ (provide one statement for each Region).
16. We declare that the details of the work award by other Registrars for UID enrolments below are final and true to best of our knowledge.

Name of Registrars	Period of Contract	Total* No. of Enrolments awarded
		T1
		T2
		Tn

We further certify that as a F3/F4 agency our Maximum bid capacity for a year is<write enrolment capacity as per UIDAI in figure and words> enrolments. We have (Project) **spare bid capacity** of<put number of enrolments in figure and words, Calculate spare bid capacity by considering all assignments from all Registrars and considering the project period of this bid> enrolments for the project period as per this RFQ.

*Only those contracts for which work order has been awarded till bid submission date should be considered.

17. We further declare that we have required capacity and resources to undertake this project if awarded.
18. We further declare that we accept all terms and conditions of RFQ and no deviations are proposed by us.
19. We further certify that we have not concealed/distorted any information/facts from Registrar and Registrar will be free to take any action in case details provided below are found misleading/incorrect before or during execution of contract (if awarded).
20. Our correspondence details with regard to this RFQ are:

No.	Information	Details
1.	Name of the Contact Person	
2.	Address of the Contact Person	
3.	Name, designation and contact address of the person to whom all references shall be made regarding this RFQ	
4.	Telephone number of the Contact Person	
5.	Mobile number of the Contact Person	
6.	Fax number of the Contact Person	
7.	Email ID of the Contact Person	
8.	Corporate website URL	

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Annexure II – Online Financial Bid Form Format

Following is format of Financial Bid Form which needs to be filled ONLINE by Bidder. Kindly note that bidder should not mention prices on this form itself.

Tender Inviting Authority: Secretary & Commissioner, DoIT&C, Govt. of Rajasthan						
Name of Work: RFQ for Selection of Enrollment Agencies for remaining regions (7 Districts) of Rajasthan UID Project						
NIT Ref. No.: F5(639)/DoIT/Tech/12/						
Bidder Name :						
SCHEDULE OF WORKS						
S.No.	Description of work	Qty.	Unit	RATE In Figures To be entered by the Bidder		AMOUNT Rs. P
				Rs.	P	
				Figures	Words	
1	JAIPUR: Total Cost of Enrollment	1	No.	0.00	Rupees only	0.00
2	BHARATPUR: Total Cost of Enrollment	1	No.	0.00	Rupees only	0.00
3	KARAULI: Total Cost of Enrollment	1	No.	0.00	Rupees only	0.00
4	DHAULPUR: Total Cost of Enrollment	1	No.	0.00	Rupees only	0.00
5	ALWAR: Total Cost of Enrollment	1	No.	0.00	Rupees only	0.00
6	JAISALMER: Total Cost of Enrollment	1	No.	0.00	Rupees only	0.00
7	JODHPUR: Total Cost of Enrollment	1	No.	0.00	Rupees only	0.00
Total in Figures				0.00		
Total in Words				Rupees only		

Total Cost of Enrolment: Total Cost* per enrolment for undertaking demographic and biometric enrolment activities (Collection of KYR and KYR + fields), photocopy/scanning, indexing of required documents, transfer of data/documents etc. to CIDR and Registrar/District Registrar along with all work defined in scope of work in this RFQ.

** The total cost shall be exclusive of service tax but will include all costs like the equipment costs, manpower costs, logistics for transfer of data to CIDR / State data centre, vehicle costs, travel and lodging costs, other taxes and duties and any other miscellaneous costs.*

Annexure III –Bid Checklist

S. No.	List of Documents	Whether enclosed (Yes or No)	Annexed as (Page No.)
1.	Tender Fee		
2.	RISL Processing Fee		
3.	EMD		
4.	Letter of Authorization		
5.	Bid covering letter		
6.	Copy of the Letter of Empanelment and Registration no (if issued) by UIDAI duly indicating the level and tier as well as the list of States the Bidder is eligible to work in		
7.	Tender document duly digitally signed in token of acceptance of terms and conditions of the tender		
8.	Financial bid digitally signed by the bidder as described in subsection 4.3 of Instruction to bidders (Section 3, Volume I of RFQ)		

Annexure IV – Pre-Bid Query Format

Bidders are required to submit their queries/doubts in following format

Name of Firm/company	
Name of Person Representing Firm	
Contact Number of Above Person	
Address for Correspondence	

S.No.	Agency Name	Section/ clause no.	Page and Volume	Existing Clause in RFQ	Clarification sought
1.					
2.					
3.					

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF).
Queries not submitted in the prescribed format will not be considered/ responded by the tendering authority.

Annexure V – Letter of Authorization Format

To,
The Secretary & Commissioner, IT&C,
IT Building, Yojana Bhawan,
Tilak Marg, C-Scheme,
Jaipur (Raj.)

<Bidder's Name> _____, <Designation>
_____ is hereby authorized to sign relevant documents on behalf of the
company/ firm in dealing with Bid of reference <Bidder Name, Dept &
Date> _____. He is also authorized to attend meetings & submit pre-
qualification, technical & commercial information as may be required by you in the course of
processing the above said Bid.

Thanking you,

Name of Authorised Signatory (who is authorizing bidder): -

Designation Of Authorized Signatory:-

Signature of Authorized Signatory: -

Name Of Organisation: -

Seal of the Organization: -

Name of the Bidder (who will sign the bid): -

Signature of Bidder: -

Initials of Bidder :-

Date: _____

Place: _____

Note: Kindly attach proof confirming status of authorized signatory i.e. submit copy of
power of attorney in favour of authorized signatory declaring him as Authorized
signatory on behalf of company and vesting power in authorized signatory to further
delegate authorization power on a person on behalf of company (if bidder is different
from authorized signatory).

Annexure VI – PROFORMA OF BANK GUARANTEE BOND IN LIEU OF EARNEST MONEY DEPOSIT

(On non-judicial stamp paper of appropriate value)

To,

Secretary and Commissioner,
Department of Information Technology & Communication (DoIT&C)
IT Building, Yojana Bhawan, Tilak Marg
C-Scheme, Jaipur-302005 (Raj), INDIA
Sir,

1. In accordance with your Notice Inviting Tender for “selection of enrolment agencies for remaining regions (7 districts) of Rajasthan UID Project”, NIT No. F5(639)/DoIT/Tech/12/ dated 01/08/2012, M/s. (Name & full address of the firm) (hereinafter called the “Bidder”) hereby submit the Bank Guarantee:

Whereas to participate in the said tender for supplying services as mentioned in the Tender document.

It is a condition in the tender documents that the Bidder has to deposit Earnest Money amounting to _____ in respect to the tender, with Secretary and Commissioner, Department of Information Technology & Communication (DoIT&C) , IT Building, Yojana Bhawan, Tilak Marg, Jaipur, Rajasthan (hereinafter referred to as “Registrar”) by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank irrevocable and operative till the bid validity date(i.e. 270 days from the date of submission of tender) + grace period of 3 month for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents.

And whereas the Bidder desires to secure exemption from deposit of Earnest Money and has offered to _____ furnish a Bank Guarantee for a sum of _____ to the Registrar as Earnest Money.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the Registrar of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid bank, further agree that the Registrar shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Registrar on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said Tender Document and the decision of the Registrar that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Registrar shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Registrar and it is further declared that it shall not be necessary for the Registrar to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the Registrar may

have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. 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.

6. 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.

7. The right of the Registrar to recover the said amount of _____ from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..

8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to _____ and our guarantee shall remain in force till bid validity period (270 days from the last date of bid submission plus grace period of three months) and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

9. 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 enforced in or by such court.

10. We hereby confirm that we have the power/s to issue this Guarantee in your favor 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.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WITNESS (with full name, designation, address & official seal, if any)

(1)
.....

(2)
.....

Bank Details

Name & address of Bank :

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfill the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per Proforma prescribed by Registrar
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

The Secretary and Commissioner, DoIT&C
IT Building, Yojana Bhawan, Tilak Marg, C-Scheme
Jaipur-302005 (Rajasthan)



Request for Quotation after Prebid (RFQ)

VOLUME II – SCOPE OF WORK

SELECTION OF ENROLMENT AGENCIES FOR REMAINING REGIONS (7 DISTRICTS) OF RAJASTHAN UID PROJECT

**Department of Information Technology and
Communication, Government of Rajasthan**

July 2012

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1. SCOPE OF WORK

The scope of work of the Enrolling Agency (EA) is defined below

1. Functional scope
2. Geographical scope

1.1 Functional scope

The functional scope of this engagement shall include all the steps from setting up an enrolment station/center for enrolment of all residents of Rajasthan for the UID Enrolment Project up to providing requisite MIS reports to District Registrar, Registrar and UIDAI on enrolments completed on a daily basis till the duration of the project. The functional scope shall also include the collection of demographic details as per the KYR+ data requirements of the registrar. The Enrolling Agency shall also be responsible for delivering additional services as required by the Registrar through this RFQ.

1.1.1 Procure Biometric Devices as per UIDAI Specifications

The enrolling agency should procure camera and biometric devices (for fingerprint and iris capture), used for capture of biometric data at the enrolling station, which conform to UIDAI specifications and certified by UIDAI appointed agencies.

1.1.2 Setting up of Enrolment Stations and Enrolment Centre

The Annexure III of this document provides minimum number of Enrolment Stations the Enrolment agency is expected to set up.

The work plan including enrolment plan, location of enrolment centre's and schedule for the enrolment centre shall be prepared by the Enrolment Agency and approved by District Registrar. The exact location of enrolment centre, catchment area of the enrolment centre and number of enrolment stations per enrolment centre shall be decided by the District Registrar in consultation with the Enrolment Agency. There may be more than one enrolment centre in a village to cater for large or dispersed (in hamlets) population.

A permanent enrolment station in this context would mean an enrolment station that shall be available for entire duration of project at a fixed location. A stationary enrolment station in this context would mean an enrolment station that shall be available at a particular location like school, panchayat office etc. for a period required to complete enrolment of the population in the catchment area assigned. A mobile enrolment station in this context would mean an enrolment station housed in a mobile vehicle with facilities as defined in this section and shall move around in the catchment area (locality) assigned until the enrolment of the target population in the locality is completed.

The process for setting up Enrolment centre, enrolment stations and the enrolment process flow is detailed out in Annexure I at the end of this document. The minimum facilities in the setup are as below.

a. Setting up of Enrolment station

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.

- i. An enrolment station including a mobile enrolment station shall be equipped with all the necessary machinery which include

Mandatory Requirements	
A	
A.1	Laptop/Desktop available(The minimum system , Windows Operating System requirement are defined in Aadhaar Installation Setup Manual ; 4 USB /USB hub for connecting biometric devices)
A.2	UIDAI software installed, tested, configured, registered with CIDR as per installation and configuration manual
A.3	List of Introducers loaded on laptop
A.4	UIDAI standards compliant Iris capture devices duly certified by STQC (make & model)
A.5	UIDAI standards compliant finger print capture devices duly certified by STQC (make & model)
A.6	UIDAI standards compliant digital camera as per UIDAI specifications.
A.7	White back ground screen, non reflecting, opaque, ~3ft wide, and with stand ,available for taking photographs
A.8	Extra monitor for residents to verify their data (15-16" with a resolution above 1024x768)
A.9	All devices as per UIDAI standards
A.10	Working of all equipment at every station tested

A.11	Memory Stick for data transfer (4 GB pen drive sufficient for 1 centre/day i.e. ~5 stations. Enrolment Centre should maintain a stock of 20 days)
A.12	Printer (A4 laser printer; must print photo with good quality receipt)
A.13	Printer Paper(Inventory for 5 stations for 10 days ~ 20 rims)
A.14	Anti Virus / Anti Spyware checks
A.15	Data Card /Internet connectivity for Enrolment Client to be online every 24-48 hrs
A.16	All Operators and Supervisors enrolled into AADHAAR and registered with CIDR
A.17	The pre-enrolment data from the Registrars, if used, is available for import on laptops
A.18	If Registrar has additional fields to be captured , then the KYR+ software for capturing the KYR+ fields is configured and tested
A.19	Sponge for wetting and hand-cleaning cloth available

b. Setting up of Enrolment Centre

Enrolment Centre refers to the premises located in the area where the enrolment is being carried out. The process for setting up Enrolment centre is defined in ‘**Set up Enrolment centre sub process flow**’ in Annexure I, Volume II.

One Enrolment Centre can host a single or multiple Enrolment Stations. Following are the specifications for a permanent/stationary/mobile enrolment center.

	Mandatory Requirements
B	Enrolment Centre
B.1	Backup power supply (generator) of 2 KVA capacity for every five enrolment stations kept in a centre
B.2	Fuel to run the generators
B.3	Printed enrolment forms for filling data available in sufficient numbers
B.4	Bubble packed ,water resistant ,envelopes(CD mailer) for pen drive transfer to CIDR via India Post (2 Envelopes/day/centre. Enrolment Centre should maintain a minimum stock of 20 days)
B.5	Preprinted pre-addressed labels for envelopes(2 /day/centre. Enrolment Centre should maintain a minimum stock of 20 days)
B.6	Data Backup of each station at least twice a day on an external hard disk (backup should be maintained for a minimum period of 60 days).
B.7	Adequate lighting, fans & power points for plugging various biometric devices available
B.8	Local authorities informed of enrolment schedule
B.9	Introducers informed of enrolment schedule
B.10	Banner for the Enrolment Centre placed at entrance

B.11	Posters depicting enrolment process in English & the local language present in visible places
B.12	Grievance handling Helpline Number and other important numbers displayed prominently inside/outside the enrolment centre
B.13	The User Manual of the software available for ready reference & operators aware of the same
B.14	Ink pad for taking thumb impressions on consent where resident/introducer is unable to sign
B.15	External Hard disk for taking backup
B.16	Manned Helpdesk
B.17	Sufficient number of tables and chairs for enrolment station operators
B.18	Chairs/benches available in shade for current enrolee
B.19	IEC tool Kit for Enrolment Centre (It is duty of EA to collect all IEC material required at enrolment centre (IEC Tool kit) from Registrar/District-Registrar. EA will further post all such IEC material in and around EC as per UIDAI guidelines and as required by Registrar / District Registrar before starting enrolments at a EC.)
B.20	Photocopier for xerox of resident's PoI,PoA and other documents

Other Requirements at Enrolment Centre are listed as below:

Desired		
C	Other Logistics	
C.1	Mobile phone/ Land phone/Internet available for immediate communication with UIDAI /Registrars etc	
C.2	Extension box for Power Cord	
C.3	Water, soap and towel for cleaning hands	
C.4	Drinking water facility available	
C.5	Hall / room spacious & furniture organized to minimize movement of enrolee while capturing biometric information	
C.6	At least one station is suitable for physically challenged, pregnant women, women with infants and elderly enrolees. This station is clearly marked with a visible banner.	
C.7	Carry cases for all devices available	
C.8	Material for cleaning biometric instruments and laptops as specified by device manufacturers	
C.9	A separate enclosure to enrol “purdah-nasheen” women available	
C.10	Sufficient no. of operators available for job rotation & preventing operator fatigue	
C.11	Lady operators / volunteers to assist women enrolees	
C.12	Security arrangement in place to stop enrolees from carrying bags / suitcases or any other material into the enrolment centres	
C.13	A ramp is provided for disabled and old age people	

C.14	First aid kit available	
C.15	ORS kit available for areas in extreme heat conditions	
C.16	GPS Receiver (USB/built in)	
C.17	Bar Coded Stickers (Optional as per Registrar's mandate)	
C.18	Bar Code Reader (Optional as per Registrar's mandate)	
C.19	Chairs/benches available in shade for waiting enrolees	
Enrolment Center - Health & Safety Considerations		
D.1	All the electrical equipment are properly earthed	
D.2	All wiring on the floor or along the walls properly insulated	
D.3	Wiring required for the generator backup and for connecting the various devices used for enrolment neatly organized	
D.4	Fuel for generator or any other inflammable material stored away from the enrolment area	
D.5	Fire safety equipment available handy	
D.6	Power generator kept sufficiently away from the enrolment stations	
D.7	Local Emergency Help numbers available at the center & operators aware of the same	

- i. An enrolment center shall be manned by a supervisor and technical personnel in addition to the operators at the enrolling stations. A ratio of 5:1 operators to supervisors as well as operators to technical staff subject to a minimum of one supervisor per one enrolment centre should be maintained by the Enrolment Agency.
- ii. **The premises of the enrolment center shall be provided by the District Registrar. Above premise should be a lockable premise with electric supply as far as possible (Electricity charges will be borne by District Registrar for above premises). Providing other infrastructure like tables, chair, electric fan etc. will be responsibility of EA only.**
However the enrolling agency shall ensure required infrastructure like power (if not already available) etc. with the help of the local body authorities. In cases where such facilities are not available, the enrolling agency shall be responsible for providing alternate arrangements like power generator including fuel etc. at their own cost.
- iii. An area in the enrolment center shall be clearly demarcated for enrollees waiting to be enrolled and facilities for seating should be provided.
- iv. **A helpdesk manned by operator must be provided at each EC by the EA.**

- v. In case of mobile enrolment centers/stations also, the decision on frequency/period of availability shall be decided by the District Registrar based on density of population, geographical terrain etc.
- vi. Key figures on the enrolment stations/centers are provided separately in Annexure III of Volume II.
- vii. Safety and security of all equipments and EA's manpower will be responsibility of Enrolment Agency only. EA may opt for insuring his assets at his own cost. Any delay in enrolment due to theft/damage/crash etc. of equipments and other infrastructure will not be accepted and will be attributed to Enrolment Agency's performance.

1.1.3 Hire & Train Manpower for Enrolment

A. Manpower for Project Administration

The Enrollment Agency will deploy following managerial staff per district for the project execution.

- i. Project Manager (at least 1 per district)
 - a) He/she would be overall in charge for project implementation and have the overall responsibility for the project, supervision, monitoring and implementation.
 - b) He/ she would be the single point contact for the District Registrar/ Registrar
 - c) He/she should be a post-graduate/MBA with minimum 8 years of work experience of which 4 years should be as a Project Manager.
- ii. Assistant Project Manager (at least 1 per district)
 - a) He/she should support the Project Manager and District Registrar in execution of the Project.
 - b) He/she should be a graduate with minimum 5 years of work experience of which 2 years should be as a Project Manager.
 - c) He/she will be placed at the office of District Registrar for day to day reporting and coordination. His attendance will be marked at office of District Registrar.
- iii. Project Information Assistant (at least 1 per district)
 - a) He/she should be a graduate with good communication, typing and computer skills.

- b) He/she will be placed at the office of District Registrar for UID related information handling work. His attendance will be marked at office of District Registrar.

B. Manpower for Enrolment Station/Centre:

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

- i. Operator: The enrolling agency shall hire manpower (operator) to execute enrolment at the enrolment stations as per the criteria provided below
 1. The operator should have passed Matriculation
 2. The operator should have a basic understanding of operating a computer and should be comfortable using the computer.
 3. The operator should have undergone training on the various equipment and - devices to be used during enrolment.
 4. The operator should have passed the Operator test for UID enrolment and certified from a testing and certifying agency authorized by UIDAI.
- ii. Supervisor: The enrolling agency shall hire Supervisors to supervise enrolment at the enrolment centers as per the criteria provided below
 - 1.The supervisor shall preferably a graduate
 - 2.The supervisor shall have a good understanding and experience in using a computer.
 - 3.The supervisor should have undergone training on the various equipment and devices to be used during enrolment.
 - 4.The operator should have passed the Supervisor test and certified from a testing and certifying agency authorized by UIDAI.
- iii. 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
 1. The Technical personnel shall be a Graduate and have a certification/experience on hardware/software trouble shooting and maintenance
 2. The Technical personnel shall have a good understanding and experience in using a computer.

3. The Technical personnel should have undergone training on the various equipment and -- devices to be used during enrolment.
 4. The Technical personnel should have passed the Technical personnel test and certified from a testing and certifying agency authorized by UIDAI.
- iv. Helpdesk Operator : The enrolling agency shall hire manpower to man helpdesk at the enrolment centers as per the criteria provided below
1. The Helpdesk Operator should have passed Matriculation
 2. The Helpdesk Operator should know English and Hindi.
 3. The Helpdesk Operator should have a basic understanding of enrolment form
 4. The Helpdesk Operator should have basic knowledge on enrolment and biometric capturing process.
 5. The Helpdesk Operator should aid citizens in providing enrolment form, filling up enrolment forms, addressing queries on form filling etc.
 6. The Helpdesk Operator should also receive any complaints or grievances of citizens with regards to the UID enrollment process. Where applicable, the helpdesk operator may call the central call centre/District Registrar (as per need), receive clarification on issues and notify the citizen of the same.
 7. The Helpdesk Operator should help verify the POI and POA documents
- v. Induction training: After hiring the personnel as described above, the Enrolment Agency should impart induction training on the various activities involved in the enrolment process to enable them to understand and adjust to the local situation. The induction training is to be given just before actual deployment of the personnel for enrolment operations and shall be compulsory. The period of induction training shall be from 10 to 15 days.

EA must submit Resume of project management manpower (Project manager and assistant project manager) with District Registrar within 2 weeks of issuance of work order. Also list of all its manpower must be shared with District Registrar prior of commencement of project.

Training of Manpower:

The EA shall identify resources to employ in the Enrolment operations, get them trained and certified and then deploy them on the enrolment stations. UIDAI shall empanel training institutes to impart training in UIDAI prescribed enrolment operations. EAs may opt for

engaging specialized training agencies (only those who have been empanelled with UIDAI) for providing training to its Enrolment personnel. However the enrolling agencies may also train their own manpower subject to certain conditions as prescribed below.

1. The training schedule and content shall be as prescribed by UIDAI on its website.
2. The Enrolment agency may prefer to have master trainers onboard. Master trainers shall be identified by the Enrolment agency from its pool of trainers and get them trained by UIDAI/ its representative as per its schedule. Master trainers shall train the trainers.
3. The Enrolment 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.
4. The training and enrolment operations shall be separate activities.
5. Duration of the training will vary depending on the category/ level of the participant and shall be prescribed by UIDAI on its website.
6. The enrolling agency providing in-house training shall translate the training material into local language and hand it over to the course participants.
7. The Enrolment 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 listed in 1.1.2.a above.
 - b. Certified trainers
8. The size of a batch for training shall not exceed 40 per batch.
9. The training schedule and contents for training shall be defined by UIDAI/its representative.
10. The manpower trained by the Enrolling Agency/Empanelled training agency shall be considered qualified only after passing the Certifying test conducted by a Testing and Certifying Agency authorized by UIDAI. Therefore the agency shall coordinate with the testing agency for testing and certifying its trainees.
11. The agency shall be subject to process audits for training from time to time by UIDAI/ its representative.

Indicative training modules and duration is provided in Annexure III B of Volume II. Alternatively an individual can undergo self training based on the content provided on the UIDAI website and attend the certification test. Upon successful certification the individual is

deemed competent to perform in the role he is certified and can be hired by the Enrolment agencies for enrolment operations.

1.1.4 Conduct Enrolment Operations as per Standard Processes specified by UIDAI/Registrar

Prior to the commencement of the Enrolment operations the Enrolment Agency shall work closely with the local governing bodies, key introducers in publicizing the UID, its importance and schedule for UID registration in that location. During the enrolment operation also publicity and awareness shall be done in coordination with the local authorities to encourage UID registrations. All content and material for such publicity will be jointly worked by UIDAI/Registrar/District Registrar and shall conform to specifications laid down by UIDAI.

The Enrolment Agencies would use the software provided by the UIDAI/Registrar for the collection of demographic data and the biometric data. The software will be supported by a User Manual.

UIDAI has defined clear-cut standard processes for enrolment as mentioned hereunder.

Step 1a: Collect demographic data after due verification as prescribed by UIDAI

Please refer to Annexure I of Volume II for detailed standards and guidelines for demographic data collection. Registrar will facilitate the EA in providing pre-enrolment data available with state, if required by EA and agreed by the Registrar. Please refer to Resident Enrolment Process document for the detailed process flow and description of capturing Demographic and Biometric data capture. **Please note that the enrolment agency shall be responsible for printing of the enrolment forms, acknowledgement receipts etc. at their own cost. Format of enrolment form and acknowledgement receipts will be provided by Registrar/UIDAI.** Enrollees PoI, PoR, DoB and other documents as required by Registrar should be photocopied by EA at his own cost. It will be duty of EA to help resident in getting them verified by designated verifier. Verifier will be appointed and monetarily incentivized by District Registrar directly on the basis of number of successful UID generated for residents who were verified by particular verifier.

Step 1b: Collect demographic data after due verification as prescribed by Registrar

Enrolment agency will be required to capture less than or equal to Eight (≤ 8) KYR+ fields of each enrollee and also get his consent for the same. **Detailed information of KYR+ fields, guidelines for capture of the KYR+ data and mechanism to transfer data to Registrar shall be communicated to successful bidder by Registrar/District Registrar.** Software to capture KYR+ fields will be provided by Registrar/UIDAI to successful bidder.

Step 2: Collect Biometric data from the enrollees as prescribed by the UIDAI.

Please Refer to Annexure I of Volume II for detailed standards and guidelines for capture of Biometric data.

Step 3: Get consent letter and generate acknowledgement receipt.

After the demographic and biometric details are captured, the enrolment operator shall show the demographic data to the enrollee and get his consent. If needed any corrections are made to the data and signed off by the operator by providing his finger prints. All exceptions need to be signed off by the Supervisor. A consent letter has to be printed and the signature/thumb impression of the enrollee obtained and the letter filed. An acknowledgement receipt is simultaneously printed which is provided to the enrollee as a reference.

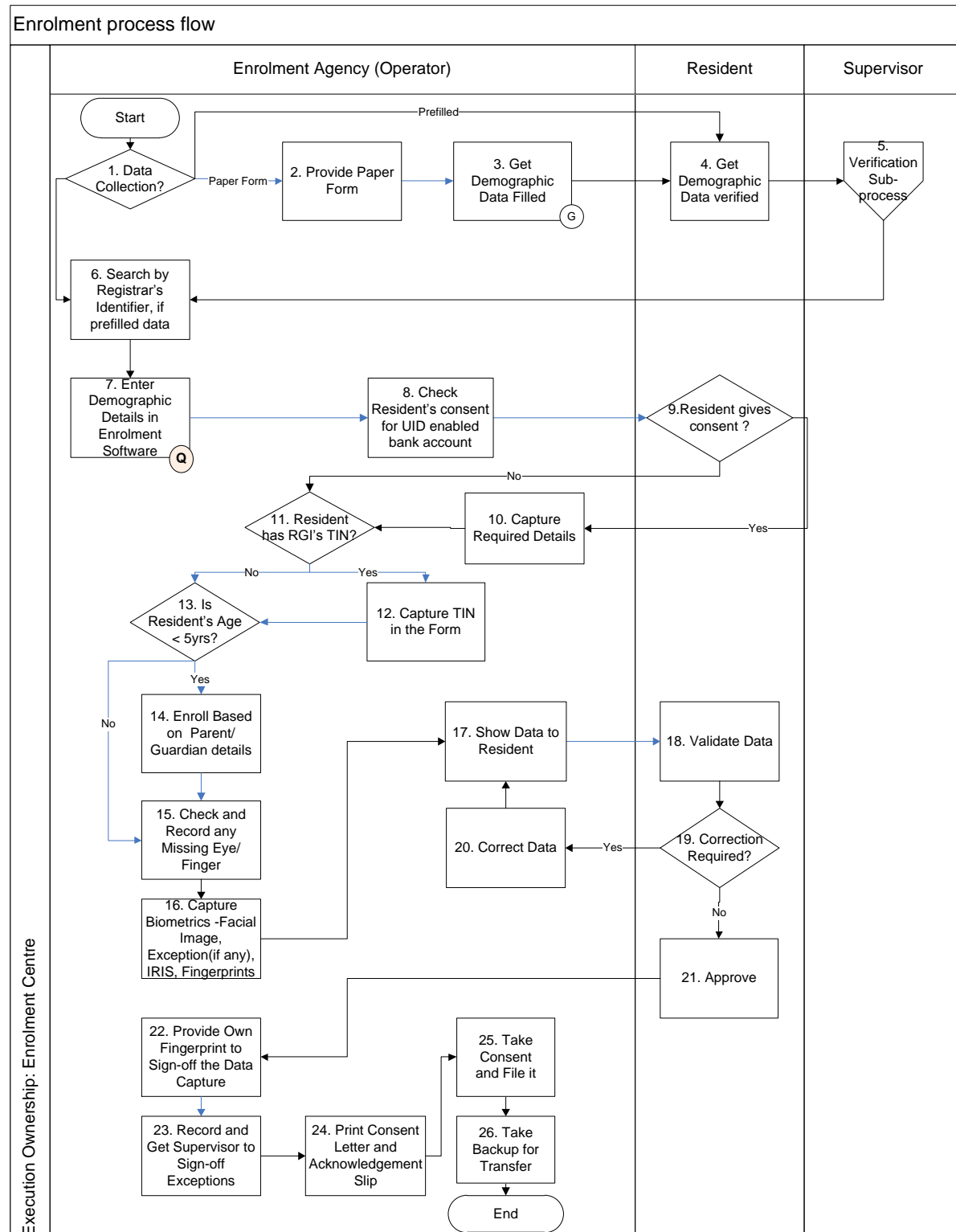
Step 4: Data backup and transfer:

EA must ensure data backup at least twice a day on external media. The KYR demographic data along with biometric data thus collected would be transmitted to the UIDAI for a process of de-duplication and allotment of the AADHAAR Number. The KYR+ data must be submitted with Registrar.

Step 5: Index and Store PoI, PoR, DoB and other required documents of enrollees

Enrollees PoI, PoR, DoB and other documents as required by Registrar should be indexed and stored temporarily by EA. These documents must further be submitted by EA with District Registrar at a location required by District Registrar. Further guidelines regarding this process will be made available to successful bidder.

Please refer to the Guidelines for enrolment, available on www.uidai.gov.in, for detailed process flows of the various activities in the Enrolment process as prescribed by UIDAI. Process flow for Enrolment operations is as given below:



1.1.5 Send Enrolment Data to CIDR and Registrar

The UIDAI will separately prescribe the methods by which the data has to be transferred to the Authority for storage in Central Identities Data Repository (CIDR). The guidelines from UIDAI will relate to the transfer of data into specific memory devices and transporting them through a secure network or physically by the postal or courier services to the address which will be specified. The enrolling agencies are therefore advised to obtain these instructions before they proceed to collect the demographic and Biometric Data of the willing enrollees. The UIDAI will also issue separate instructions on the form of capture and storage for the PoI and PoA documents.

Registrar/District Registrar will make arrangements to store the enrolment data which includes demographic data for KYR along with biometric data and KYR+ demographic data. Verified copies of PoI, PoR and other KYR+ field verification documents will be stored by District Registrar. However till the time of handover of physical documents to District-Registrar, it will be duty of EA to store safely the documents with him. Instructions regarding data transfer, storage and backup of data, storage and transfer of physical documents will be issued by Registrar/District Registrar to successful bidder.

1.1.6 Additional Services to be provided by the Enrolment Agency

1. Photocopy/Scan, index and store PoI, PoA, KYR+ fields verification and other required documents
2. Provide a detailed learning report to Registrar and District Registrar at the end of three months from the date of Letter of Intent for districts or whenever required by District Registrar, end of Round I and end of Round II of enrolment.
3. Comply with audit activities by Registrar/District Registrar/UIDAI or other designated agencies
4. Comply with instructions regarding data transfer, storage and backup by Registrar/District Registrar.
5. Pre-enrolment activity **may be taken up** by Enrolment Agency in consultation with District Registrar.

Any other additional services related to project and within general scope of work will be communicated to successful bidder. No extra payment will be made for these services.

1.1.7 Conditions Imposed by UIDAI Refresh strategy

In addition to all other conditions specified in this RFQ, successful bidder/ enrolment agency (EA) will comply with all conditions as per refresh strategy of UIDAI for phase-2 of UID enrolments including following:

- a. Multiple Registrar approach will be followed where efforts of all registrars will be coordinated to maximize enrolments under overall direction of State government.
- b. EA will cover whole population of a given enrolment center catchment area before moving to a new location/area.
- c. In addition to penalties imposed by purchaser (District Registrar), you are also liable to following penalties:
 - i. Penalty of Rs 150 for each demographic error
 - ii. Errors such as bio-metric mix-up, process violation such as capturing wrong person's photograph or capturing multiple resident's photographs or bio-metrics in the same enrolment packet, capturing photo from a photo, recording residents as bio-metric exceptions when all their bio-metric modalities are available and can be captured etc. would invite a penalty of Rs 500 for every such error. Besides this, criminal case against the concerned enrolment operator/supervisor may be filed incase attempt to fraud can be established.
- d. EA will have to follow local labor laws especially for payment of timely and adequate wages to the operators and supervisors.
- e. EA will deploy GPS instrument for every enrolment station, if so required by UIDAI.
- f. From October 2012, EA will mandatorily scan all EoI/PoA/DoB documents along with enrolment form and acknowledgement-cum-consent form upfront and will integrate them with resident data packet, if so required by UIDAI.
- g. EA will deploy hardware keys for enrolment stations from October 2012, if so required by UIDAI.

EA will undertake all work as per conditions mentioned above. Kindly note that whenever scanning of resident documents as mentioned in point 'f' above is made mandatory by UIDAI, EA will scan all required documents as per guidelines issued by UIDAI. Once scanning of documents has been started, EA will not be required to photocopy resident document and store them. EA is advised to quote accordingly.

1.1.8 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/ Registrar/District Registrar. Mechanisms to ensure the same have to be put in place by the Enrolling agency and shall be subject to audit by UIDAI/Registrar/District Registrar/their representative from time to time. The EA shall design and implement the processes and procedures for effective asset management for IT infrastructure.

1.1.9 Provide Electronic MIS Reports on Enrolment Status Daily

Operator shall send Enrolment statistics on enrolment status to Registrar/District Registrar/UIDAI on a daily basis. The formats and contents of the MIS reports shall be decided by the UIDAI/Registrar/District Registrar. Cost for infrastructure, operations and communication for sending MIS report through internet/ mobile telephony will be borne by bidder.

1.2 Geographical Scope

The geographical scope of work for enrolment operations shall include the areas that shall be catered to by the Enrolment agency by setting up enrolment stations as specified in Annexure III of Volume II. The geographical locations/area and the population for that geographical location/area to be catered to by the Enrolment Agency is as mentioned in Volume I Section 4 (Data Sheet).

1.3 Service Levels

Sl. No.	Performance Indicator	Service Level Metric	Penalty on breach of service level (imposed monthly)
1	Availability of Minimum Number of Enrolment Station (ES) operational as elaborated in Annexure III (To be verified by CIDR reports). Note: ES should mandatorily connect to CIDR at least twice a week.	Actual number of days when a ES is not operational will be calculated. However days for transit and rest days (if any) as per agreed work plan will not be calculated for penalty. At least 25% of minimum specified ES should be operational within 4 weeks, 50% within 8 weeks and 100% within 12 weeks of issuance of letter of Award of Work	Rs. 300/- per Enrolment Station per calendar day for every instance of violation. Contract will be liable for termination if penalty imposed for such violation exceeds Rs 3.00 (three) lacs in particular month
2	Data Transfer to the Registrar/ agency nominated by Registrar	Within 7 days from the date of enrolment (excluding enrolment date)	INR 500 per calendar day per enrolment station for such default
3	Rejection of enrolment by UIDAI (Rejection attributed to EA which is normally due to following) 1. Data entry errors like mismatch of photo and gender, missing KYR fields etc.; 2. poor data quality like unrecognizable photo, fingerprint and iris scan 3. Due to unauthorized machine, operator, supervisor etc.	Actual number of rejections will be calculated	Rs 50 per rejection of enrolment by UIDAI/CIDR
4	Rejection of KYR+ demographic data or photocopied documents due to incompleteness or poor quality during inspection of a sample batch size by Registrar/District Registrar/Third party agency appointed by registrar/District Registrar	1.All required documents should be photocopied 2. No Mismatch between KYR+ fields in enrolment form and acknowledgement slip.	Rs 200 per rejection If rejection is greater than 5% of batch size , then NO payment will be made for that batch (i.e.10% of the enrolment cost for that batch).

5	Failure to deploy administrative manpower i.e one project manager and one assistant project manager at district level for complete project duration	The manpower should be deployed within 14 days of issuance of work order.	Rs 200 per calendar day per resource for such default
6	Failure to deploy helpdesk operator	The manpower should be deployed before commencement of work.	Rs 100 per calendar day per resource for such default
7	Adherence to work plan as agreed with District Registrar	Total deviation of an ES actual location from agreed work plan location in number of days for every month will be calculated. e.g Say an ES is to be located at location A,B and C for 5,3 and 2 days respectively, however it is located for 4,3 and 3 days at location A,B and C respectively. Thus penalty would be imposed for 2 days i.e for 5 th and 8 th day which are deviation from workplan.	Rs 200 per calendar day per ES for deviation from work plan
8	Submission of daily electronic MIS reports as required by District Registrar/Registrar	Format of MIS report and application if required will be provided by Registrar/District Registrar	Rs 100 per calendar day per ES for non submission of MIS report

1.4 Roles and Responsibilities

The roles and responsibilities of the various parties involved in the Enrolment process are defined below:

Enrolment Agency	<ul style="list-style-type: none">• Procure certified biometric devices• Procure other hardware and infrastructure for enrolments• Ensure enrolment software is installed on required laptops / desktops• Ensure pre enrolment data is loaded on enrolment stations laptop, where applicable. Ensure KYR+ software integration is done and tested.• Ensure UIDAI processes and standards are followed• Assist District Registrar /Registrar develop enrolment schedules• Work closely with the District Registrar in enrolment publicity and awareness at grass-root level• Ensure availability of certified operators and supervisors at enrolment centres• Ensure adequate stationary and other logistics available at centre• Ensure adequate backup arrangement at enrolment centre• Take remedial / corrective action in case of process / quality deviations and grievances addressal• Installation and configuration of Aadhaar Enrolment Client• Avail Enrolment auth user and auth code and Register Enrolment Client• Maintain credentials of Managers, Operators and Supervisors and share Operator ,Supervisor enrolment ID/UID with CIDR• Load pre-enrolment residents data on enrolment stations laptop, where applicable and test KYR+ application integration• Setup enrolment station• Supervise enrolment process• Handle issues and concerns of operators and residents• Ensure checklists are filled and signed• Ensure audit feedback, if any, incorporated in process
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	<ul style="list-style-type: none">• Manage data export to memory stick and data backup to external hard disk. Take enrolment data to a designated location for transfer to CIDR and Registrar• Ensure single point of contact for all data handling• File, back up and store enrolment data as per UIDAI guidelines• Ensure safe handling and storage of documents and transfer of same to Registrar. / UIDAI• Verify PoI, PoA, DoB documents in case of document based verification.• Capture demographic and biometric data• Photocopy/Scan, Index and store required documents• Handle exception cases during capture of data• Obtain consent for enrolment and make corrections in data recorded, if required• Provide acknowledgement slips to Residents• Store Consent Letter, PoI, PoA for Registrar/UIDAI if required
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District Registrar in consultation with Registrar	<ul style="list-style-type: none"> • Audit of Enrolment Centres' readiness • Audit of enrolment agency processes and their effectiveness • Verify PoI, PoA, DoB and other documents in case of document based verification. Alternatively, if due to any constraints, the Registrar/District Registrar needs to appoint somebody else, they can do so even from amongst EA operators/supervisors. • Approve work plan including enrolment plan, location of enrolment centre's and schedule for the enrolment centre. The exact location of enrolment centre, catchment area of the enrolment centre and number of enrolment stations per enrolment centre shall be decided by the Purchaser in consultation with the Enrolment Agency. • Identify suitable locations for setting up enrolment centres • Setup mechanism for document verification either by Registrar's/District Registrar's own personnel or by EA Supervisor/Personnel. • Ensure pre-enrolment data, where applicable, is available to Enrolment Agency • Ensure list of Introducers (if applicable) is available with their demographic, biometric details and UID numbers • Ensure communication reaches the target beneficiaries / residents • Provide template for paper-based enrolment form containing KYR and KYR+ fields • Setup mechanism for periodic process and data quality audit
UIDAI	<ul style="list-style-type: none"> • Make Enrolment software available • Make process documents available • Empanel Enrolment Agencies to facilitate speedy onboarding of Enrolment Agencies by Registrars • Facilitate certification of biometric devices • Provide training content • Appoint a training and certification agency and provide testing content to this agency • Provide required standards and guidelines • Vet awareness and publicity content • Provide solution for document storage (Registrar/EA should store the documents safely till the time UIDAI makes arrangement for document storage)

1.5 Timelines

Project duration for each district will be of 17 months starting from date of issuance of work order to successful bidder. Project will be executed in two rounds.

Round 1 : It will be of 11 month duration starting from date of issuance of work order to successful bidder. Enrolment agency will be required to deploy required resources to complete the enrolment process with in this round.

Number of minimum total enrolment stations (which includes Permanent ES, Stationary ES and Mobile ES) to be deployed during Round 1 will be as detailed in Annexure III.

Registrar/District Registrar will adopt a sweep approach where EA will be required to cover each location three times maximum to achieve maximum enrolments. Further details regarding sweep process will be communicated to successful bidder.

District Registrar in consultation with Enrolment agency may deploy Mobile enrolment stations during this round. Number of such mobile enrolment stations in a district will be maximum 10% (rounded to nearest integer) of minimum total enrolment stations required for that district as per Annexure III.

***Round 2* : Only permanent enrolment stations will be deployed in this round. Total number of permanent enrolment stations (ES) to be deployed in this round for each district will be 15% (rounded to nearest integer) of minimum total enrolment stations (ES) for that district as per Annexure III. At least one EC containing at least one permanent ES will be deployed in each tehsil head quarter and district Head Quarter for this round.**

Round 2 will be of 6 month duration after end of Round I. This round may be extended for further period of upto 12 months on same terms and conditions. Such Extension will be solely decided by Registrar/District-Registrar.

1.6 Payment to the Enrolment Agency

Payments shall be made to the Enrolment Agency by the District Registrar on a monthly basis based on the number of enrolments completed successfully (successful UID generation) and coverage of the scope of work.

90% (NintyPercent) of the payment will be made based on the number of the successful enrolments (i.e. successful generation of UID). While remaining 10% (Ten Percent) payment will be made after verifying data submitted with Registrar for only those residents who have got UID. Verification mechanism for releasing above 10% payment will be decided by District Registrar in consultation with Registrar and successful bidders.

IMPORTANT : This payment shall be subject to adherence to the Service Level Agreements.

1.7 Deliverables

The Project deliverables includes but is not limited to:

- A. Project Work Plan and schedule
 - Detailed activity schedule
 - PERT / Gantt Chart detailing all activities
- B. Monthly Enrolment plan to be submitted with District Registrar
- C. Demographic data (KYR and KYR+) to be submitted with Registrar
- D. Verified copies of physical documents i.e PoI, PoA, other document required by registrar along with acknowledgement slip, filled enrolment form etc. to be submitted with District Registrar
- E. Biometric and demographic data (KYR) to be submitted with UIDAI
- F. Reports
 - Electronic MIS report for enrolment statistics for each ES in district to Registrar/ District Registrar/UIDAI (Format will be provided to successful bidder).
 - Weekly and Monthly consolidated enrolment statistics report for district (Format will be provided to successful bidder)
 - Detailed learning report to Registrar and District Registrar at the benchmark of 2.5 lakh enrolments, end of Round I enrolment and end of Round II enrolment.
 - Monthly report on number of grievance requests referred to help desk and resolution status.
 - Packet Disbursement report
 - Status report on deployment of operators and Kits
 - Enrolment Status report

Annexure I – Guidelines for Enrolment

1. Guidelines for Enrolment of Residents

The guideline document for the enrolment of residents covers the following:

- a) Process Overview
- b) Pre-Requisites for Enrolment
- c) Roles and Responsibilities
- d) Setup of Enrolment Centre
- e) Resident Enrolment Process Flow and Description
- f) Capture of Demographic and Biometric Data
- g) Verification procedure
- h) KYR Standards for collection demographic data
- i) Documents for Verifying PoI, PoA and DoB
- j) Guidelines for capturing Demographic data
- k) Biometric Data Capture Standards
- l) Detailed guidelines for collection of Biometric data
- m) Handling of Exceptions
- n) Enrolment Centre Beginning of Day(BOD) and End of Day(EOD) activities
- o) Checklist for Setting up of Enrolment Centre

The latest version of the Resident Enrolment Process document titled “Resident Enrolment Process Ver <x.x.x>” is uploaded on the UIDAI website and the bidders may download the same from the following link http://uidai.gov.in/index.php?option=com_content&view=article&id=148&Itemid=169

under Registrar Onboarding Documents heading. For any other details enrolment agency is expected to go through relevant documents available on <http://uidai.gov.in/> . Enrolment agency has to make sure that it is in sync with latest guidelines/process documents/client application etc. released by UIDAI and available on <http://www.uidai.gov.in/> from time to time and Registrar/District Registrar/UIDAI will not be responsible for any delay/defect/error in enrolment process due to such negligence of EA.

Annexure II – Specifications and Formats for capture of KYR+ Information

Specifications and Formats for KYR+ information will be provided to successful bidder.

Annexure III –Minimum Number of Total Operational Enrolment Stations& Training Requirements

A. Number of Minimum Total Enrolment Stations based on Population, Area, Geography and Demography of Regions to be covered.

Region No.	District	Minimum Total Operational Enrolment Stations
1.	Jaipur (All tehsils except Bassi and Chomu)	227
2.	Bharatpur (All tehsils)	151
3.	Karauli (All tehsils)	90
4.	Dhaulpur (All tehsils)	73
5.	Alwar (All tehsils except Kishangarh Bas, Bansur and Kotkasim)	154
6.	Jaisalmer (All tehsils)	38
7.	Jodhpur (Shergarh and Balesar tehsils only)	29

Note:

1. In Jaipur district the tehsils of Bassi and Chomu have been allotted to non State registrars. Similarly in Alwar district the tehsils of Kishangarh Bas, Bansur and Kotkasim have been allotted to NSR. Bidder may not be awarded these areas in respective districts. Also if State Government decides then more tehsils may be awarded to NSR.
2. District Registrar in consultation with Enrolment agency may decide to increase minimum total enrolment stations for respective district/tehsil head quarter.
3. At least one EC containing at least one permanent ES will have to be made operational in each tehsil head quarter and district Head Quarter.
4. For Round 1, commitment of bidder regarding deployment of operational ES will be as per figures in table above (Annexure III). For Round 2, such commitment will be only for 15% of minimum total enrolment stations as per figure in table above (Annexure III) rounded to next higher whole number.

B. Indicative Training Design Structure - details of training modules & their duration (in days)

Module Name & course Duration	Master Trainer	Enrolment Operator	Supervisor	Technical Support	Registrar Representative
UIDAI Overview	0.5	0.5	0.5	0.5	1
Introduction to UIDAI enrolment process	0.5	1	1	0.5	
Basics on Hardware devices (Biometric, camera, PC etc)	0.5	0.5	0.5	0.5	0.5
Working with the bio metric devices	0.5	1	1	0.5	
UID Client Application Software	1.5	2	2	2	0.5
Trouble Shooting on UID Client Application Software and Biometric devices	0.5	0.5	0.5	1	
Setting up an Enrollment center	0.5	---	1	1.5	
Enrollment Centre Management	0.5	---	0.5	0.5	0.5
Exception Handling	0.5	1	1	0.5	
Soft Skills - Interaction with Residents / Senior Residents, Grievance handling,, Crowd handling etc	1	1.5	1.5	0.5	0.5
Training Delivery Techniques	1.5	---	---	---	
Total	8	8	9.5	8	3



Request for Quotation after Prebid (RFQ)

VOLUME III - STANDARD CONTRACT

SELECTION OF ENROLMENT AGENCIES FOR REMAINING REGIONS (7 DISTRICTS) OF RAJASTHAN UID PROJECT

**Department of Information Technology and
Communication, Government of Rajasthan**

July 2012

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1.1 Contract Form

THIS AGREEMENT is made on this _____ (eg. 3rd) day of _____ (eg. February), _____ (eg. 2009), between _____ of _____

_____ (hereinafter called “the Purchaser”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and

_____ of _____ (hereinafter called “the Supplier”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

[Note: If the Supplier consists of more than one entity, the above should be partially amended to read as follows: “...(, of the one part) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Purchaser for all the Supplier’s obligations under this Contract, namely, [name of Supplier] and [name of Supplier] (hereinafter called the “Supplier”).]

WHEREAS the Tenderer (Secretary and Commissioner, Department of Information Technology and Communication, Government of Rajasthan) on behalf of Purchaser had invited bids for certain Services, viz.,

_____ (eg. Name of bid) vide their bid document number _____, dated _____

AND WHEREAS various applications were received pursuant to the said bid

AND WHEREAS the Tenderer has accepted a Bid by the Supplier for the supply of those Services at the rate per enrolment (as enclosed in Appendix-C) _____ (hereinafter “the Contract Price”).

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement.

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, viz.:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;The following Appendices:
Appendix A: Description of Services
Appendix B: Reporting Requirements

Appendix C: Total Cost of Services
Appendix D: Duties of the Purchaser
Appendix E: Form of Bank Guarantee Bond
Appendix F: Service level and Penalties

3. The mutual rights and obligations of the Purchaser and the Supplier shall be as set forth in the Contract, in particular:
- a) the Supplier shall carry out the Services in accordance with the provisions of the Contract; and
 - b) the Purchaser shall make payments to the Supplier in accordance with the provisions of the Contract.

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

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

[Authorized Representative]

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

[Authorized Representative]

[Note: If the Supplier consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the *Supplier*

[Name of member]

[Authorized Representative]

1.2 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> <ul style="list-style-type: none"> (a) “Applicable Law” means the laws and any other instruments having the force of law in India/Rajasthan. (b) “Purchaser” means the entity purchasing the services under this Contract i.e. Administrative Head of the Revenue Districts (District Collector/Magistrates) who are also referred as District Registrar for respective district. (c) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein (d) “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 (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1. (f) “Enrolling Agency/ Enrolment Agency” means– the agency appointed by the Registrar for collection of the demographic and biometric data in the location assigned by the Registrar (g) “GC” means these General Conditions of Contract. (h) “Government” means the Government of India/Rajasthan. (i) “Registrar” means 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. (j) “Supplier” means any private or public entity that will provide the Services to the Purchaser under the Contract. The
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	<p>Supplier is the Enrolling Agency whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement</p> <p>(k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.</p> <p>(l) “Party” means the Purchaser or the Supplier, as the case may be, and “Parties” means both of them.</p> <p>(m) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>(o) “Services” means the work to be performed by the Supplier pursuant to this Contract, as described in Appendix A hereto.</p> <p>(p) “Bidder” means the entity bidding for the services under the Contract.</p> <p>(q) “Resident” means normal resident of India</p> <p>(r) “UIDAI” means Unique Identification Authority of India</p> <p>(s) “In writing” means communicated in written form with proof of receipt.</p> <p>(t) “Estimated Project Cost” means the total estimated project cost calculated by multiplying estimated population, 2011 of respective district and Contract Rate as specified in Appendix –C.</p>
1.2 Relationship Between the Parties	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 Supplier. The Supplier, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
1.3 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India/Rajasthan.
1.4 Language	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.

1.5 Notices	
1.5.1	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.
1.5.2	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.
1.6 Location	The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Purchaser may approve.
1.7 Authorized Representatives	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.
1.8 Taxes and Duties	<p>The Supplier and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India/Rajasthan</p> <p>Service tax will be paid by Purchaser to Supplier as per prevailing rates. Supplier should submit the same and provide documentary proof of submission of service tax to Purchaser.</p>
1.9 Fraud and Corruption	
1.9.1 Definitions	<p>It is the Purchaser's policy to require that the Purchaser as well as Suppliers observe the highest standard of ethics during the selection and execution of such contracts. The Purchaser also requires that the Supplier does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser:</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(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</p>

	<p>process or in contract execution;</p> <p>(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</p> <p>(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, noncompetitive levels;</p> <p>(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> <p>(v) “unfair trade practices” means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;</p>
1.9.2 Measures to be taken by the Purchaser	<p>(a) The Purchaser may terminate the contract if it determines at any time that representatives of the Supplier were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Supplier having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;</p> <p>(b) The Purchaser may also sanction against the Supplier, including declaring the Supplier ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Supplier 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>c) Purchaser will require the successful Supplier 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</p>

	fee.
1.10 Interpretation	<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

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SCC. The date the Contract comes into effect is defined as the Effective Date.
2.2 Termination of Contract for Failure to Become Effective	

2.2 a Termination of Contract for Failure to Become Effective	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
2.2 b Termination of Contract subject to necessary approvals	<p>"Notwithstanding the duration of the contract stated in GC 2.4, the Purchaser, without prejudice or liability, reserves the right to terminate the contract for the time period beyond in the event necessary approvals for continuation of enrolment are not available to the Purchaser "</p> <p>In case of termination as per this clause, all payments due to the Supplier for the period ending shall be made by the Purchaser.</p>
2.3 Commencement of Services	The Supplier shall begin carrying out the Services not later than 28 days after the date of issuance of work order
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.
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	<p>a) 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.</p> <p>(b) In cases of substantial modifications or variations, the prior written consent of the Purchaser is required.</p>
2.7 Force Majeure	
2.7.1 Definition	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

	<p>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 (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> <p>(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</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</p>

	<p>result of an event of Force Majeure, the Supplier, upon instructions by the Purchaser, shall either:</p> <p>(i) Demobilize,; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Supplier shall continue to be paid proportionately and on prorata 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 Supplier, suspend all payments to the Supplier hereunder if the Supplier 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 Supplier to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Supplier of such notice of suspension.</p>
2.9 Termination	
2.9.1 By the Purchaser	<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 (k) 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 Supplier, and sixty (60) days' in the case of the event referred to in (l).</p> <p>(a) If the Supplier 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.</p> <p>(b) If the Supplier becomes (or, if the Supplier consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p>

	<p>(d) If, as the result of Force Majeure, the Supplier are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Supplier submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</p> <p>(f) If the Supplier places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>(g) If the Supplier fails to provide the quality services as envisaged under this Contract. The District Registrar/Registrar/ UIDAI may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The District Registrar may decide to give one chance to the Supplier to improve the quality of the services.</p> <p>h) If the Supplier has been blacklisted by the UIDAI or disqualified for any reason including for no longer meeting the empanelment criteria laid down by the UIDAI based on which the Supplier was empanelled as n enrolling agency .</p> <p>(i) If the Supplier fails to fulfill its obligations under Clause G.C 3.3 hereof .</p> <p>(j) If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(k) In the event of Supplier found :</p> <p>(i) Engaged in bogus or fraudulent enrolments being done</p> <p>(ii) Deploying Enrolment Operators who are not tested and certified by UIDAI appointed 'Testing and Certification Agency' for performing enrolment functions</p> <p>(iii) Non adherence to the enrolment process defined by District Registrar/Registrar/UIDAI</p> <p>(iv)Sub-contracting of enrolment work</p> <p>(v) Consistent poor quality of biometrics data</p> <p>(vi)Usage of biometric devices which are not certified by</p>
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	<p>UIDAI</p> <p>(vii) Non-provision of necessary infrastructure at the enrolment centers</p> <p>(viii) Provided incorrect information to Registrar/Purchaser/ UIDAI</p> <p>(ix) Non co-operative during audits conducted by Registrar/ Purchaser / UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.</p> <p>l) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>m) 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 Supplier shall be liable to the Purchaser for any additional costs for such similar services. However, the Supplier shall continue performance of the Contract to the extent not terminated</p>
<p>2.9.2 By the Supplier</p>	<p>The Suppliers may terminate this Contract, by 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> <p>(a) If the Purchaser fails to pay any money due to the Supplier 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 Supplier that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(d) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Supplier may have subsequently approved in writing) following the receipt by the Purchaser of the Supplier's notice specifying such</p>

	breach.
2.9.3 Cessation of Rights and Obligations	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 hereunder shall cease, except (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 Supplier's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.5 hereof, and (iv) any right which a Party may have under the Law.
2.9.4 Cessation of Services	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 Supplier 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 Supplier and equipment and materials furnished by the Purchaser, the Supplier shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.
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 Supplier:</p> <p>(a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (g), (i), k(ii) to K(ix) and l or 2.9.2, remuneration pursuant to Clause GC 6.3(c), (i) hereof for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c), (e), (f), (h), (j). and k(i), the Supplier 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 Meruit 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 Supplier will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.</p>

2.9.6 Disputes about Events of Termination:	If either Party disputes whether an event specified in paragraphs (a) through (t) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (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.
2.10 Extension of Contract	The contract shall be extended for a period as required by the Purchaser based on mutual agreement. The rates used for the calculation of the 'Total Cost of Services' as given in Appendix C shall be effective for such extension.

3. OBLIGATIONS OF THE SUPPLIER

3.1 General	
3.1.1 Standard of Performance	The Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, 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 Supplier 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.
3.2 Suppliers Not to Benefit from Commissions, Discounts, etc.	<p>a) The payment of the Supplier pursuant to Clause GC 6 shall constitute the Supplier's only payment in connection with this Contract or the Services, and the Supplier 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 Supplier shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.</p> <p>(b) Furthermore, if the Supplier, as part of the Services, has the responsibility of advising the Purchaser on the procurement of goods, works or services, the Supplier shall comply with the Purchaser's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of</p>

	the Purchaser. Any discounts or commissions obtained by the Supplier in the exercise of such procurement responsibility shall be for the account of the Purchaser.
3.3 Prohibition of Conflicting Activities	The Supplier 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.
	a)The Supplier shall keep safe, secure and confidential and protect from unauthorized access, loss or damage all demographic information, biometric information and all documents, data and information of any nature collected in the course of enrolment of a resident.
	b)The Supplier shall not store, copy, publish, print, interfere, tamper with or manipulate the information collected in the course of enrollment for aadhaar,
	c)The Supplier shall not give access to the information or data collected in the course of enrolment to any person who is not authorized to handle the information or data. Information should only be given to personnel authorized by the Purchaser and only transmitted in the manner prescribed by the Registrar/UIDAI.
3.4 General Confidentiality	Except with the prior written consent of the Purchaser, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.5 Insurance to be Taken Out by the Supplier	The Supplier (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 (b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.6 Accounting, Inspection and Auditing	(a) The Supplier (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 (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

(Name & Signature of Bidder along with Seal)

	<p>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 Supplier'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, enrolment centres manned by the Supplier and oversee the processes and operations of the Supplier</p>
3.7 Sub-contracting	The Supplier shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract
3.8 Reporting Obligations	(a) The Supplier shall submit to the Purchaser the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
3.9 Rights of Use	(a) All rights of use of any process, product, service, or data developed, generated, or collected, or any other task performed by the Supplier 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 Supplier 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 Equipment, Vehicles and Materials Furnished by the Purchaser	Equipment, vehicles and materials made available to the Supplier by the Purchaser, or purchased by the Supplier wholly or partly with funds provided by the Purchaser, shall be the property of the Purchaser and shall be marked accordingly. Upon termination or expiration of this Contract, the Supplier shall make available to the Purchaser an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Purchaser's instructions. While in possession of such equipment, vehicles and materials, the Supplier, unless otherwise instructed by the Purchaser in writing, shall insure them at the expense of the Purchaser in an amount equal to their full replacement value.
3.11 Equipment & Materials Provided by	Equipment or materials brought into India by the Supplier and the Personnel and used either for the Project or personal use shall remain the property of the Supplier or the Personnel concerned, as

(Name & Signature of Bidder along with Seal)

the Suppliers	applicable. Supplier will be responsible for safety and security of all equipments, material and man power.
3.12 Intellectual Property Rights (IPR)	(a) The intellectual property rights to all the outputs, deliverables, data, reports developed during the execution of this Contract shall remain sole property of the Purchaser
3.13 Assignment	The Supplier shall not assign, in whole or in part, their obligations under this Contract

4. SUPPLIER'S PERSONNEL

4.1 General	The Supplier shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.
4.2 Project Manager	If required by the SC, the Supplier shall ensure that at all times during the Supplier's performance of the Services a project manager, acceptable to the Purchaser, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE PURCHASER

5.1 Assistance and Exemptions	Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall: (a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services. (b) Provide to the Supplier and Personnel any such other assistance as may be specified in the SC. (c) Other assistance/ exemption as specified in SC 5.1 (c)
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/Rajasthan with respect to taxes and duties, which are directly payable by the Supplier 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 Supplier in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Supplier under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to

	the ceiling amounts specified in Clause GC 6.1(b).
5.3 Services, Facilities and Property of the Purchaser	<p>(a) The Purchaser shall make available to the Supplier and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix.</p> <p>(b) In case that such services, facilities and property shall not be made available to the Supplier as and when specified in Appendix D, the Parties shall agree on any time extension that it may be appropriate to grant to the Supplier for the performance of the Services .</p>
5.4 Payment	In consideration of the Services performed by Supplier under this Contract, the Purchaser shall make to the Supplier such payments and in such manner as is provided by Clause GC 6 of this Contract.
5.5 Counterpart Personnel	<p>(a) If necessary, the Purchaser shall make available to the Supplier free of charge such professional and support counterpart personnel, to be nominated by the Purchaser with the Supplier's advice, if specified in Appendix D.</p> <p>(b) Professional and support counterpart personnel, excluding Purchaser's liaison personnel, shall work under the exclusive direction of the Supplier. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Supplier that is consistent with the position occupied by such member, the Supplier may request the replacement of such member, and the Purchaser shall not unreasonably refuse to act upon such request.</p>

6. PAYMENTS TO THE SUPPLIER

6.1 Total Cost of Services	<p>(a) The total cost of the Services payable is set forth in Appendix C as per the Supplier's proposal to the Registrar and as negotiated thereafter.</p> <p>(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-C.</p> <p>(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to of the Clause GC 5.2 hereof, the Parties shall agree that</p>
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	additional payments shall be made to the Supplier in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
6.2 Currency of Payment	All payments shall be made in Indian Rupees
6.3 Terms of Payment	<p>The payments in respect of the Services shall be made as follows:</p> <p>(a) The Supplier shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC.</p> <p>(b) All payments under this Contract shall be made to the accounts of the Supplier specified in the SC.</p> <p>(c) In case of early termination of the contract, the payment shall be made to the Supplier as mentioned here with:</p> <p>(i) Assessment should 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 Supplier shall provide the details of the services performed during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the rate as specified. All payments for any enrolment operations undertaken beyond shall be subject to approvals from Government of India on the continuation of this scheme.</p>

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 no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.
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8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	Performance of the contract is 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 Supplier, 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 3 (three) arbitrators, one each to be appointed by the Purchaser and the Supplier, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the authority specified in SC 8.2 (a). The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</p> <p>(b) Arbitration proceedings shall be held in India at the place indicated in SC 8.2 (b) 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 majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the</p>

	Purchaser and the Supplier. 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.
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9. LIQUIDATED DAMAGES

9.1	The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
9.2	The amount of liquidated damages for services under this Contract shall not exceed the Estimated Project Cost as defined in Appendix-C.
9.3	<p>The liquidated damages shall be applicable under the following circumstances:</p> <p>(a) Except as provided under GC 2.7, if the Supplier fails to deploy and operationalise at least 25% ES of minimum total specified ES within 4 weeks, 50% within 8 weeks and 100% within 12 weeks of issuance of work order, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to INR 300 per ES per calendar day delay until actual delivery of performance, subject to a maximum of 10% of the value of contract.</p> <p>(b) In addition, the Supplier is liable to the Purchaser for payment of penalty as specified in the SLA. LD will be applicable till an Enrolment Station is not put into service for the first time. Once an ES is operational SLA will govern the service standards.</p> <p>(c) If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements within 14 days of being informed by the Purchaser, the Purchaser shall be free to impose any penalty as deemed fit. In addition, the Purchaser shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee</p>

	submitted by the Supplier
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10. ADHERENCE TO RULES & REGULATIONS

10.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions	<p>(a) The Supplier shall comply with the provisions of all laws including 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 Supplier shall abide by these laws.</p> <p>(b) Access to the data centre/ data processing sites and Purchaser's locations shall be restricted to only essential personnel belonging to the Supplier who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorised by the Purchaser. The Supplier shall maintain a log of all activities carried out by each of its personnel.</p> <p>(c) The Supplier shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Supplier shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.</p> <p>d) The Supplier 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 Information Technology Act, 2000 (and amendments thereof) and the law providing the UIDAI statutory authority (when passed by parliament and brought into force).</p> <p>(e) The Supplier 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</p> <p>(f) The Supplier 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>
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11. LIMITATION OF LIABILITY

11.1 Limitation of Liability	<p>Except in case of gross negligence or willful misconduct:</p> <p>(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 Supplier to pay liquidated damages to the Purchaser; and</p> <p>(b) The aggregate liability of the Supplier to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the Estimated Project Cost as defined in Appendix-C Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement</p> <p>(c) The Purchaser shall not be liable to the Enrolment agency in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 2.2 b of GCC of this contract.</p>
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12. MISCELLANEOUS PROVISIONS

12.1 Miscellaneous Provisions	<p>(i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(ii) The Supplier 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.</p> <p>(iii) Each member/constituent of the Supplier, in case of a Consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser for performance of works/services under the Contract.</p> <p>(iv) The Supplier 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.</p>
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	<p>(v) The Supplier 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 Supplier.</p> <p>(vi) The Supplier 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 Supplier, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>(vii) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>(viii) All materials provided to the Purchaser by bidder are subject to Country and Rajasthan public disclosure laws such as RTI etc.</p> <p>(ix) The Supplier 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</p>
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1.3 Special Conditions of Contract

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

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses are:</p> <p>Purchaser: <Designation></p>

	Attention:	<Address>
	Facsimile:	_____
	E-mail:	_____
	Supplier:	_____

	Attention:	_____
	Facsimile:	_____
	E-mail:	_____

{1.7}	{The Supplier is <i>[insert name]</i> }
1.7	<p>The Authorized Representatives are:</p> <p>For the Purchaser: Name of Officer_____</p> <p>For the Supplier: _____</p>
2.1	The effective date of the Contract:
2.3	The date for the commencement of Services: Within 28 days from the date of issuance of work order by purchaser
2.4	The time period shall be: Seventeen Months (17 Months) from the date of issuance of work order , which may be extended for further period of upto 12 months on same terms and conditions.
3.5	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Supplier or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988;</p> <p>(b) Third Party liability insurance, with a minimum coverage of the value of the contract</p> <p>(c) Professional liability insurance, with a minimum coverage of the value of the contract</p> <p>(d) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Supplier 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 or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Supplier's property used in the performance of the Services, and (iii) any outputs prepared by the Supplier in the performance of the Services.</p>
5.1 (c)	The Purchaser shall provide the following assistance and exemptions to the Supplier for the effective implementation of the services under this Contract:

	<The Purchaser may include the relevant provisions here>
6.2	The amount in Indian Rupees (INR) is as per Appendix-C
6.3	<p><u>General terms and conditions of Payment Schedule</u></p> <ol style="list-style-type: none"> 1) All payments shall be made by the Purchaser in favour of the Supplier 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. 3) Supplier shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same. 4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 60 days of submission of invoice. 5) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by Supplier 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 Supplier, till such work/ supply/ service is made confirming 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>6) All payments under this Contract shall be made to the account of the Supplier with (Bank & A/c No.):</p> <p>Payments will be made by the Purchaser to the Supplier as per Contract Value quoted in the Formats for Financial Bid and agreed in the Contract, as follows:</p> <p><u>Payment Schedule</u></p> <p>Payments shall be made to the Enrolment Agency by the Purchaser on a monthly basis based on the number of enrolments completed successfully (successful UID generation) and coverage of the scope of work.</p> <p>90% (NintyPercent) of the payment will be made based on the number of the successful enrolments (i.e. successful generation of UID). While remaining 10% (Ten Percent) payment will be made after verifying data submitted with Registrar for only those residents who have got UID.</p>

	<p>IMPORTANT : This payment shall be subject to adherence to the Service Level Agreements. <Insert Payments Schedule here></p>
8.2 (a)	Presiding Arbitrator will be appointed by JWG (Joint Working Group) constituted by GoR via order no. F6(25) AR/G.III/2009 dated 09/2010
8.2 (b)	The Arbitration proceedings shall take place in Jaipur, India.

1.4 Appendices to contract

APPENDIX A - DESCRIPTION OF SERVICES

[Note: This Appendix will include the final Statement of Work (SOW), dates for completion of various tasks, locations of performance for different tasks/ activities, specific tasks/ activities /outcomes to be reviewed, tested and approved by Purchaser, etc.]

Services are as specified in RFQ.

Number of minimum total enrolment stations for District will be as per RFQ or as decided by District Registrar as per procedure defined in RFQ.

APPENDIX B – REPORTING REQUIREMENTS

REPORTS ARE AS SPECIFIED IN RFQ AND INCLUDES FOLLOWING (DETAILS AND FORMATS OF REPORTS WILL BE PROVIDED TO SUCCESSFUL BIDDER)

- Daily Electronic MIS report for enrolment statistics for each ES in district to Registrar/ District Registrar/UIDAI (Format will be provided to successful bidder).
- Weekly and Monthly consolidated enrolment statistics report for district (Format will be provided to successful bidder)
- Detailed learning report to Registrar and District Registrar at the benchmark of 2.5 lakh enrolments, end of Round I enrolment and end of Round II enrolment.
- Monthly report on number of grievance requests referred to help desk and resolution status.
- Packet Disbursement report
- Status report on deployment of operators and Kits
- Enrolment Status report

Note: Other reports may have to be submitted as and when desired by the Purchaser

APPENDIX C – TOTAL COST OF SERVICES

(Include here the rates quoted in the financial bid or the negotiated rates, whichever is applicable)

Total contract rate will be decided after bid evaluation and negotiation.

Estimated Project cost: It will be calculated by multiplying the estimated population of district and Contract rate /enrolment as decided after bid evaluation and negotiation .
Estimated Project Cost for district is :

Estimated Population (in nos.)	Contract Rate (In INR)	Estimated Project Cost (In INR)
A	B	A*B

APPENDIX D – DUTIES OF THE PURCHASER

(Include here the list of Services, facilities and property to be made available to the Supplier by the Purchaser).

Duties are as described in RFQ and includes following:

- The premises of the enrolment center shall be provided by Purchaser.
- Audit of Enrolment Centres' readiness
- Audit of enrolment agency processes and their effectiveness
- Verify PoI, PoA, DoB and other documents in case of document based verification. Alternatively, if due to any constraints, the Registrar/District Registrar needs to appoint somebody else, they can do so even from amongst EA operators/supervisors.
- Approve work plan including enrolment plan, location of enrolment centre's and schedule for the enrolment centre. The exact location of enrolment centre, catchment area of the enrolment centre and number of enrolment stations per enrolment centre shall be decided by the Purchaser in consultation with the Enrolment Agency.
- Setup mechanism for document verification either by government's own personnel or by EA Supervisor/Personnel.
- Ensure pre-enrolment data, where applicable, is available to Enrolment Agency
- Ensure list of Introducers (if applicable) is available with their demographic, biometric details and UID numbers
- Ensure communication reaches the target beneficiaries / residents
- Provide template for paper-based enrolment form containing KYR and KYR+ fields
- Setup mechanism for periodic process and data quality audit

APPENDIX E – FORM OF BANK GUARANTEE BOND

1. In consideration of the Governor of Rajasthan (hereinafter called 'the Government') having agreed to exempt _____ [hereinafter called 'the said Supplier(s)'] from the demand, under the terms and conditions of the Tender Document [hereinafter called 'the said Tender Document'] (Notice Inviting Tender for selection of Enrolment Agencies for Rajasthan UID Project, NIT No. F5(446)/DoIT/Tech/10/256 dated 24.01.2011) and Work order, Ref. No. _____ Dated _____ Issued by the Government, of security deposit for the due fulfillment by the said Supplier(s) of the terms and conditions contained in the said Tender Document, on production of a bank Guarantee for Rs. _____ (Rupees _____ Only) We,

_____,
(hereinafter referred (indicate the name of the bank) to as 'the Bank') at the request of _____ [supplier(s)] do hereby undertake to pay to the Government an amount not exceeding Rs. _____

against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Supplier(s) of any of the terms or conditions contained in the said Tender Document.

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said supplier(s) of any of the terms or conditions contained in the said Tender Document or by reason of the supplier (s)' failure to perform the services under the said Tender Document. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the supplier(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender Document and that it shall continue to be enforceable till all the dues of the

Government under or by virtue of the said Tender Document have been fully paid and its claims satisfied or discharged or till _____ Office/Department/Ministry of _____ certifies that the terms and conditions of the said Tender Document have been fully and properly carried out by the said supplier (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the

_____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ (indicate the name of bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender Document or to extend time of performance by the said supplier (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Supplier (s) and to forbear or enforce any of the terms and conditions relating to the said Tender Document and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Supplier (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s).

7. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

8. Dated the _____ day of _____ for _____ (indicate the name of the Bank).

Date

Place

(Signature)

(Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1)

.....

(2)

.....

Bank Details

Name & address of Bank :

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfill the following conditions:-

- 1) Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
- 2) Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
- 3) The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
- 4) The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only. Bank Guarantee of Cooperative/ Rural Banks would not be considered.
- 5) Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
- 6) Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
- 7) Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser .

All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.

APPENDIX F – SERVICE LEVELS AND PENALTIES

As per RFQ