

REQUEST FOR PROPOSALS FOR BPO for Aadhaar Update

Unique Identification Authority of India

Planning Commission, Govt. of India

9th Floor, Tower I

Jeevan Bharati Building

Connaught Circus

New Delhi 110001

Ref. No. F.No.4(4)/57/161/2012/RoB dt. Dated 28th January 2014

SECTION-I

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SECTION-I

INVITATION TO BID AND INTRODUCTION

PART-I: INVITATION TO BID:

1. The Director General, UIDAI on behalf of the President of India invites proposals from reputed and reliable firms for "BPO for Aadhaar Update"
2. The Request for Proposal consists of 5 Sections as mentioned below:

Section I.	Invitation to Bid and Introduction
Section II.	Instructions to Bidders
Section III.	Scope of Work, Deliverables and SLAs
Section IV.	General and Special Conditions of Contract
Section V.	Annexures & Appendices

3. The response to the RFP should to be submitted on or before the date specified in the schedule for RFP below at the address for communication given in this section.
4. The UIDAI reserves the right to reject any or all the Bids in whole or part, prior to signing of the Contract, without assigning any reasons.
5. Schedule for RFP:

S.No.	Activity	Date
1.	Date of issue of the RFP	28 th Jan., 2014
2.	Pre-Bid conference (15.00 hrs)	5 th Feb., 2014
3.	Last date for submission of written Queries	17:00 hrs on 6 th Feb., 2014
4.	Date for issue of clarifications	13 th Feb., 2014
5.	Last date for submission of bids (15.00 hrs.)	21 st Feb., 2014
6.	Opening of pre-qualification bid (16.00 hrs.)	21 st Feb., 2014
7.	Technical Evaluation Starts	28 th Feb., 2014
8.	Declaration of Final result of Technical Evaluation (15:00 hrs.)	Shall be communicated later
9	Opening of Financial offers (15.30 hrs.)	Shall be communicated to the qualified bidders on later date

6. Address for Communication:

Assistant Director General (ROB)
 Unique Identification Authority of India
 2nd Floor, Tower – I, Jeevan Bharati Building,
 Connaught Circus, New Delhi – 110 001
 Email – rkautam.adg@gmail.com
 Phone- 011 23466850

7. Bid and supporting documents in sealed envelopes, EMD and Tender Fee, as per the procedure defined in Part-V of Section-II must be submitted not later than the date and time specified in Schedule for RFP.

PART-II: INTRODUCTION:

1. The UIDAI proposes to invite proposals from competent and eligible entities to engage the services of two Implementation Partners (IAs) to undertake the work relating to processing applications of residents to update their Aadhaar related demographic data recorded with it. The residents will have a choice to select either the agency to carry out their requests following the procedure and protocols laid down by the UIDAI.
2. The Unique Identification Authority of India (UIDAI) is mandated to issue unique numbers (Aadhaar numbers) to every resident in the country. The UIDAI has begun issuing Aadhaar numbers in partnership with a large number of Registrars across the country. The process of enrolments has been gaining momentum since the launch of project on 29th September, 2010 and more than 50 crore Aadhaar have been issued.
3. Aadhaar number is a 12-digit **nationally valid unique life time identifier** for Indian residents and many services are expected to ride on Aadhaar in future. Aadhaar platform is expected to become the country's central identity management system. The initiative to issue an Aadhaar number to every resident in India has, at its heart, an ambitious objective: to make identity easily authenticable and verifiable for residents across the country and to make service delivery more effective and efficient. The Aadhaar number is expected to become a convenient, real-time means for individuals to verify their identity anywhere in India. Any agency wishing to authenticate the identity of any resident would be able to contact the UIDAI's Aadhaar database, the Central Identification Data Repository (CIDR), to verify that the 'residents are who they claim they are'. Aadhaar is expected to help the resident not only prove their identity but will also be useful in delivery of public services by various agencies. Aadhaar has the potential to be utilized in a variety of social sector schemes in *Government and non-Government Services, Subsidy Benefits, Pensions, Scholarships, Social Benefits, Banking services, Insurance services, Taxation services, Education, Employment, Healthcare etc.* not only for improving delivery of service to the intended beneficiary but also to make the administration of the scheme more transparent and efficient.
4. Enabling Aadhaar for various services makes it essential to ensure that the resident information stored in the CIDR is accurate, relevant and up-to-date. Corresponding to changes in a resident's life events, movement to newer locations etc., demographic data such as resident's name, address, mobile number etc. are expected to change through the course of time. The biometric information may also require update with life progression, such as children completing 5/15 years of age, changes in appearance due to age progression, wearing-out of fingerprints, etc. It will also be necessary to update deaths reported in the central database at CIDR.
5. In view of the above, UIDAI has proposed to provide a facility to residents to update their data in CIDR from time to time and ensure that CIDR is up-to-date & accurate at all times. All Update modes can broadly be categorized into two categories:
 - **Assisted Modes**– These are modes where residents place the Update request with the help of an operator at an enrollment/update center. In such a case, the documentary evidence is collected by the operator at the time of accepting the request.
 - **Self-Service Modes** – These are modes where a resident places the Update request directly without any Assistance. The resident may send/upload documentary evidence which may be verified against requested data at a later stage at UIDAI's Update back-office by a Verifier. UIDAI has currently envisaged four modes for Self Service Update, i.e. Online Portal, Registered Mobile and Physical Mail.

6. It is proposed that the backend work for the Self-service update process through the online portal and physical mail may be done through a partner organization, which has more professional expertise and would also have flexibility in adding /reducing the personnel as per the need of the time.

SECTION-II

INSTRUCTION TO BIDDERS

PART-I: GENERAL:

Definitions	<p>(a) “Purchaser” means the Unique Identification Authority of India (UIDAI) with which the selected Bidder signs the Contract for the Services.</p> <p>(b) “Bidder” means any entity that may proposes to provide the Services to the Purchaser under the Contract.</p> <p>(C) “Service Provider” means the Bidder/s that have been selected by the Purchaser for execution of the service.</p> <p>(d) “Bid” means the Proposal consisting of documents as stipulated in this RFP.</p> <p>(e) “Instructions to Bidders” (Section II of the RFP) means the document which provides interested Bidders with all information needed to prepare their bids. This document also details out the eligibility criteria and process for the selection of the Service Provider.</p> <p>(f) “Scope of Work” (SoW) means the Section III of the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Purchaser and the Service Provider. It also includes the Service Level Agreement (SLA).</p> <p>(g) “Standard Contract” means the Annexure-II of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Service Provider.</p> <p>(h) “Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder’s team by virtue of this Contract that:</p> <p style="padding-left: 40px;">(i) is by its nature confidential or by the circumstances in which it is disclosed confidential and/or</p> <p style="padding-left: 40px;">(ii) is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;</p> <p style="padding-left: 40px;">but does not include information which is or becomes public knowledge other than by a breach of this Contract.</p> <p>(i) “Implementation Partner (IA)” means the Firm(s) with whom the order has been placed for providing Services as specified in this Bid/Contract and shall be deemed to include the IA’s successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract.</p> <p>(j) “IA Team” means the successful bidder(s) who has to provide services to UIDAI under the scope of this Bid/Contract. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives and approved sub-contractors or other personnel employed or engaged either directly or indirectly by the IA for</p>
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	<p>the purposes of the Contract.</p> <p>(k) “Sub-Contractor” means any person or persons or firm/company or their legal representatives, successors, assignees to which part of contract has been subletted by the successful bidder after necessary consent of UIDAI.</p> <p>(l) “Site” means the facilities approved by UIDAI for the purposes of the Contract wherein the operations/services as specified in the ‘Scope of Work’ are to be provided/carried out.</p> <p>(m) “Second Service Provider” means the bidder who chooses to match the ‘Discovered Rate’ as per the process prescribed in Part IV of Section II- ‘Selection Process’ and declared as such by UIDAI.</p>
1. General	<p>1.1 All the provisions listed out in the Request for Proposal (RFP) issued by the UIDAI shall be binding upon the participating bidders of this RFP.</p> <p>1.2 The UIDAI will select Service providers, in accordance with the method of selection as detailed in “Selection Process” in Part-IV of Section-II of the RFP</p> <p>1.3 The detailed scope of the assignment/ job has been described in the Scope of Work in Section III of RFP.</p> <p>1.4 The date, time and address for submission of the bid have been given in the Schedule for RFP in Part-I of Section -I of RFP.</p> <p>1.5 Interested Bidders are invited to submit the documents for Pre-Qualification, Technical Bid and Financial Bid, strictly as per “Bid Preparation and Document Checklist” in Part V of Section II of the RFP.</p> <p>1.6 The Purchaser is not bound to accept any or all the bids, and reserves the right to annul the selection process at any time prior to award of Contract, without thereby incurring any liability to the Bidders.</p>
Only one Bid	<p>1.7 A Bidder shall submit only one Bid. If a Bidder submits or participates in more than one bid, such bids shall be disqualified.</p>
Bid Validity	<p>1.8 The ‘Data Sheet’ at Part II of Section-II indicates how long Bidders’ Bid must remain valid after the submission date.</p>
Consortium	<p>1.9 Bids received from Consortiums will not be considered. Such bids shall be termed as ‘invalid’</p>
Tenure of Contract	<p>1.10 The tenure of the Contract shall be as specified in ‘Data Sheet’ at Part-II of Section-II and in Part II of Section IV.</p> <p>1.11 Extension of the contract: The contract may be extended as specified in ‘Data Sheet’ at Part –II of Section-II.</p> <p>1.12 Termination of the contract: Notwithstanding the allocation of work during the Contract period and/or tenure of Contract, the UIDAI, without prejudice or liability, reserves the right to terminate the contract.</p>

2. Clarification and Amendment of RFP Document	<p>2.1 Bidders may request a clarification in the RFP document up to the number of days indicated in 'Schedule for RFP', before the bid submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Purchaser's address indicated in Part I of Section-I. The format for submitting written queries is provided at Annexure IV of Section V of the RFP.</p> <p>2.2 At any time, before the submission of Bids, the Purchaser may amend the RFP by issuing an addendum/ corrigendum in writing or by standard electronic means.</p>
3. Preparation of Financial bid	<p>3.1 The preparation of the Bid as well as all related correspondence exchanged by the Bidders and the Purchaser, shall be in English</p> <p>3.2 The Bid shall be prepared using the attached Standard Forms (Annexure-I of Section V). It shall include all costs associated with the Service/Assignment. The bid shall not include any conditions attached to it and any such conditional bid shall be summarily rejected.</p>
Taxes	<p>3.3 The Bidder may be subject to taxes, such as, but not limited to VAT, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. Bidders shall include all such taxes in quoted cost in the financial bid.</p>
	<p>3.4 Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs.00.00)</p>
4. Earnest Money Deposit (EMD)	<p>4.1 Earnest Money Deposit by the bidders:</p> <p>I. An EMD of the value as specified in the 'Data Sheet' in Part –II of Section-II may be deposited in the form of Demand Draft drawn in favor of "PAO, UIDAI, New Delhi" payable at New Delhi.</p> <p>II. EMD in the form of Bank Guarantee will also be accepted. The Bank guarantee may be addressed to the 'Assistant Director General' Unique Identification Authority of India, 2nd Floor, Tower-1, Jeevan Bharati Building, New Delhi-110001. The Bank Guarantee should be valid for minimum 90 days.</p> <p>III. Bid not accompanied by EMD shall be rejected as non- responsive.</p> <p>IV. No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit.</p> <p>V. The EMD of the unsuccessful bidders as well as of 'Reserve Service Providers' would be returned back within 45 days of signing of the contract.</p>
5. Forfeiture of EMD	<p>The EMD shall be forfeited by the Purchaser 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 Purchaser 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>IV. If the Bidder/s selected as 'Service Provider chose to withdraw the Bid before the finalization process.</p> <p>V. If the successful bidder fails to sign the contract or the performance guarantee is not submitted within the time specified</p>
6. Tender Fees	<p>The RFP is available to be downloaded online, free of cost. However at the time of submission of RFP, bidders are required to pay the amount as specified in the 'Data Sheet' at Part –II of Section-II. towards Bid Fees in the form of Demand Draft drawn in favor of "PAO, UIDAI, New Delhi" payable at New Delhi. This RFP Fees should be clearly marked "Bid Fee" and included along with the Application in a separate cover. The fee thus submitted is Non-Refundable.</p>
7. Performance Bank Guarantee	<p>The selected Bidder shall be required to furnish a Performance Bank Guarantee equivalent to 10% of the assessed project value of the contract, in proportion to the volume of the work, in the form of an unconditional and irrevocable Bank Guarantee from a scheduled commercial bank in India in favor of 'Unique Identification Authority of India' for the entire period of contract with additional 90 days claim period. The Bank Guarantee must be submitted after award of contract 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.</p> <p>On submission of this Performance Bank Guarantee and after signing of the contract, the demand draft/bank guarantee submitted towards EMD would be returned in original.</p> <p>In case there is substantial increase in the volume of work from the initial assigned volume of work, UIDAI reserves the right to ask the Service Provider to furnish additional Performance Bank Guarantee proportional to the increase.</p> <p>Note: The total contract value shall be estimated taking a projection of approx. 60 lakh per annum requests. However, this projection shall be revised quarterly for the purpose of estimating the contract value during the extension period and subsequently the PBG.</p>
8. Submission, Receipt, and Opening of Bids	<p>8.1 The original 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>8.2 An authorized representative of the Bidders shall initial/sign all pages of the original Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign. The envelope containing the signed Bid shall be marked "ORIGINAL BID".</p>

	<p>8.3 For instructions on bid preparation and checklist of documents required for bid submission please refer Part-V of Section-II.</p> <p>8.4 The Purchaser shall not be responsible for misplacement, losing or premature opening, if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Bid rejection. If the Financial Bid is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Bid non-responsive.</p> <p>8.5 The Bids must be sent to the address as indicated in Section-I and received by the Purchaser not later than the time and the date indicated in the Schedule for RFP in Section-I, or any extension to this date in accordance with para. 2.2 of this Part. Any bid received by the Purchaser after the deadline for submission shall be returned unopened.</p>
9. Right to Accept/Reject the Bid	Purchaser reserves the right to accept or reject any Bid and to annul the RFP process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.
10. Public Opening and Evaluation of Bids	<p>10.1 Bids shall be opened publicly on the date & time specified in the Schedule, in the presence of the Bidders' representatives who choose to attend.</p> <p>10.2 The Purchaser reserves the right to correct any computational errors.</p>
11. Dis-qualification	<p>Purchaser 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 as proof of the eligibility requirements; (iii) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years; (iv) Submitted an application that is not accompanied by required documentation or is non-responsive; (v) Failed to provide clarifications related thereto, when sought; (vi) Submitted more than one application ; (vii) Was declared ineligible/blacklisted by the Government of India/ State/ UT Government; (viii) Is in litigation with Government in India; (ix) The bidder qualifies the proposal with his own conditions. (x) In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon

	notice immediately.
12. Award of Contract	<p>12.1 The Purchaser shall issue a 'Letter of Intent' to the selected Bidders after mutual acceptance of the Work Plan.</p> <p>12.2 The Bidders will sign the contract as per the standard Contract form in Annexure II within 15 days of issuance of the letter of intent.</p> <p>12.3 The Bidders are expected to commence the assignment within 30 days of signing the Contract. In case the winning Bidder fails to start the assigned work within 30 days of signing of Contract, then the Purchaser may cancel the award of work to the lowest bidder and negotiate with the next lowest bidder, as the case may be, for award of work.</p>
13. Termination of Contract	Notwithstanding the duration of the contract the termination of the Contract is subject to the conditions as stipulated in Para 2 of General Conditions of Contract at Part –I of Section IV of the RFP.

PART-II: DATA SHEET:

Paragraph Reference	Details
1.8	Bids must remain valid for six months from the date fixed for tender opening
1.10	Tenure of Contract: The contract shall be in force for two year subject to adherence to time lines/time frame and as per the terms and conditions of RFP.
1.11	Extension of Contract: The contract may be extended by two periods of one year each, subject to satisfactory performance. The extension will be given on the same rates as quoted in original contract.
2.1	Clarifications may be requested not later than the date defined in the Schedule in Part I of Section I of the RFP. (The clarifications will be uploaded on website www.eprocure.gov.in and www.uidai.gov.in)
4.1 (I)	Amount of EMD is Rs. 42 lacs.
6.	Bid Fee is Rs.1,000/-.
7.	Performance Bank Guarantee will be 10% of the assessed project value of the contract.

PART-III: ELIGIBILITY CRITERIA:**TABLE 1. CRITERIA FOR PRE-QUALIFICATION:**

S.No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
1.	Company registered in India under the Companies Act 1956	Certificate of Incorporation/ Registration		
2.	The Bidder should have been in operation for a period of at least 5 years as of 31-03-2013, as evidenced by the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies;	Certificate of Incorporation/ Registration		
3.	The Bidder should have a minimum 1500 employees on its rolls as on 31-03-2013	Certificate by Auditor/Company Secretary		
4.	Average overall annual turnover of at least Rs.100.00 crore (Rupees One hundred crore only) from the core BPO operations, during the previous three financial years (2010-2011, 2011-2012 & 2012-2013)	Audited/ Certified financial statements & annual report for 2010-2011, 2011-2012 & 2012-2013. In case revenue from core BPO operations is not mentioned explicitly, a certificate from the statutory auditors of the company qualifying the revenue.		
5.	Should not have defaulted on any bank/institutions' loans in the past 3 years	Certificate from statutory auditor		
6.	Should not have defaulted in payment of statutory dues or	Certificate from statutory auditor		

	liabilities in the last three years			
7.	Should have filed income tax returns for the three financial years (2010-2011, 2011-2012 & 2012-2013).	Copy of the IT returns for 2010-2011, 2011-2012 & 2012-2013, duly acknowledged by Income-Tax department		
8.	Should not have been blacklisted by any government agency/department at any point of time.	Certificate from statutory auditor		
9.	Should have experience in implementation of at least 2 similar* projects after December 2009	Work Order/Certificate from Clients		
10.	The Bidder must have a single facility with a capacity of at least 500 persons.	Self-certification – may be verified by UIDAI in future		
11.	Should have ISO 9001::2008 certification	Copy of certificate		
12.	Annual Reports for the last three Financial Years			

*Similar project implies- Projects where the Vendor was selected for doing the backend processing work for the client which included scanned document verification and also the volume of the work was equivalent to at least more than 5 lakh per annum.

TABLE 2
TECHNICAL EVALUATION CRITERIA

S.No.	Criteria	Weight-age	Sub-weight-age	Documents Required
1	Company Profile	30		
1.1	Turnover from BPO business		10	Balance Sheet
1.2	Regional Language capabilities		10	Self-Certification
1.3	Number of BPO seats		5	Self-Certification
1.4	Size of single largest customer supported		3	Certificate from the client verifying the claim
1.5	Existing spare capacity		2	Self-Certification
2	Qualification, Experience of Key Personnel, HR process	15		
2.1	BPO Experience in similar projects		1	CVs of the individuals
2.2	Average qualification & experience of agents proposed, span of control, attrition etc.		2	Details manpower dashboard for last one year
2.3	Proposed Project Management & Governance structure		4	Detailed proposal
2.4	Senior & dedicated members assigned for the proposed project		1	Proposed Project/Account Manager
2.5	Recruitment Process		3	Dedicated hiring team and brief details of past hiring experience
2.6	Training		4	Training methodology, trainers, training areas, content and training infrastructure

S.No.	Criteria	Weight -age	Sub- weight-age	Documents Required
3	Methodology, Work plan & Understanding of the Requirements	30		
3.1	Robustness of Implementation Plan		10	Level of detail, risk mitigation, practicality, number of locations
3.2	Work Force Management		10	Plan for ramp-up/contingency for attrition/maintaining multi-lingual proficiency.
3.3	Physical infrastructure		3	Adequacy in terms of suitability of location, physical and data security, power backup, environmental protection, telecom infrastructure.
3.4	Redundancy and scalability		2	Successful projects detailing the retention and scalability as and when required
3.6	SLA commitments offered and additional KPIs monitored		5	Service level parameters and details of KPIs monitored
4	Case Studies	25		
4.1	Similar Multi-channel projects		10	Case Study
4.2	Ability to for ramp-up of resources in short time - Case Study		8	Case Study
4.3	BCP/ DR capability (Technology and Plan)		7	Case Study
	Total weightage	100	100	

Note:

Supporting Documents are required to be submitted in accordance with the Technical Evaluation Criteria above.

Two properly marked CDs containing the information, as per the Technical Evaluation parameters are required to be submitted.

The UIDAI reserves the right to visit any or all of the short-listed bidders for a physical verification of stated capacities and capabilities. Discrepancy between stated capacity/capabilities and site verification shall result in immediate disqualification.

PART-IV: SELECTION PROCESS:

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

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

Evaluation of pre-qualification bids

- a. The documentation furnished by the bidder will be examined prima facie to see if the technical skill base and financial capacity and other bidder attributes claimed therein are consistent with the requirements of this project and meet the pre-qualification criteria as specified above in Table 1, Part III of Section II of this RFP.
- b. The evaluation committee may ask bidder(s) for additional information, visit to bidders site and/or arrange discussions with their professional, technical faculties to verify the claims made in bid documentation.
- c. Any proposal not complying with the requirements of the pre-qualification criteria will not be processed further.

Evaluation of Technical bids

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

- a. The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in Table 2, Part III of Section II of this RFP.
- b. **Proposal Presentations** The committee may invite each bidder to make a presentation to the tendering authority at a date, time and location determined by the tendering authority. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and the key points in their proposals.
- c. The committee may seek oral clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional, technical faculties in the evaluation process.

- d. Depending on the evaluation methodology mentioned in points a, b and c, each Technical Bid will be assigned a technical score out of a maximum of 100 points.
- e. The bidders, who score a Technical score of more than 70 marks, will qualify for the evaluation in the commercial process.

Evaluation of Commercial bids

- a. The Commercial Bids of the technically qualified bidders only will be opened.
- b. It is envisaged to engage 2 (two) 'IA' for the work.
- c. In case, any of the service provider (L1 or matching L2) is not able to meet the requirements as per RFP, UIDAI reserves the right to re-allocate the volume of work between these two selected service providers, as per their capability and capacity, for a limited period or on permanent basis
- d. The bids shall be evaluated on all inclusive rate(including all applicable taxes and duties)
- e. The bidder having the lowest bid for the processing of request shall be declared as lowest bid.
- f. The lowest rate L1, received from a qualified bidder will be treated as the **"Discovered Rate"**.
- g. Once the L1 bidder is identified, the bidder at L2 will be given first rights to match the L1 rate in order to receive an order for carrying out the services.
- h. In case, L2 is unable to match the rate quoted by L1, the option shall be passed to L3, this process will be repeated moving from L3 to L4 and so on, till one more successful bidders emerge, offering the service at the discovered rate.
- i. In the interest of time, the bidders from L2 to the highest will be asked to match the Discovered Rate simultaneously, or express inability to do so.
- j. In cases of a tie:
 - i. In case of a tie between 2 bidders at L1 level (Discovered Rate) the bidder with a higher technical score will be treated as L1
 - ii. In case of a tie among 3 or more bidders at L1 level (Discovered Rate), only two bidder with higher technical score will be treated as L1 and L2. The volume will be allocated as per point c above.
 - iii. In case of a tie between 2 or more qualifying bidders at L2 level, the bidder with higher technical score will be treated as L2.

Contract Finalization and Award

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

The volume of work to be done by the bidders will be dependent on the choice of the Resident at the time of placing the request for update. UIDAI will not guarantee any distribution of work between the two IA. Further, UIDAI may display each IA's performance on the portal.

PART-V: BID PREPARATION AND DOCUMENTS CHECKLIST:

1. FINANCIAL BID FORMS

The bidder shall quote the **cost of processing each update request** for providing services as per the Scope of Work given in Section III which shall include all the statutory taxes, levies, duties etc. The **cost of processing each update request** quoted shall also be inclusive of all costs for providing other additional services specified in the 'Scope of Work'. The cost quoted shall be inclusive of all incidental expenses. The 'Cost' should also be inclusive of all taxes, such as, but not limited to, VAT, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract.

2. FINANCIAL BID COVERING LETTER

The Bidders shall submit the Financial Bid Covering Letter as given in Annexure I.

3. FINANCIAL BID FORM

The Bidders shall submit the Financial Bid Form as given in Annexure-I along with covering letter as specified in Annexure-I. Financial Bids which are not submitted as per the Financial Bid Forms shall be summarily rejected. Any conditional bids shall also be summarily rejected during the evaluation of the financial bids.

CHECKLIST

S.No.	Category	Detailed description	Compliance (Yes/No)
1.	Pre-Qualification Bid	One SEPARATE sealed envelope, clearly marked "PRE-QUALIFICATION BID" containing the following: - List as per Table -1 of Part-III of Section II Supporting Documents as per Table -1 of Part-III of Section II Relevant forms as per Annexure I of the RFP Envelope containing the EMD. Envelope containing the Tender Fee	
2.	Technical Bid	One SEPARATE sealed envelope, clearly marked "TECHNICAL BID" containing the following: - Supporting Documents, properly indexed and tagged, as per Table-2 of Part-III of Section II Two properly marked CDs containing the information, as per the Technical Evaluation parameters. Relevant forms as per Annexure I of the RFP	
3.	Commercial Bid	One SEPARATE sealed envelope, clearly marked "COMMERCIAL BID" containing the commercial	

		bid filled out in the formats as specified in Annexure- I of Section-V.	
4.	ORIGINAL and COPY envelopes	All of the envelopes specified in line items 1, 2 and 3 needs to be placed in one larger sealed envelope. Two such large envelopes each containing line items 1, 2 and 3 needs to be prepared. One marked as "ORIGINAL - Bid for BPO for Aadhaar Update " and other marked as "COPY - Bid for BPO for Aadhaar Update".	
5.	One Single Envelope	<p>The two envelopes as specified in line item 4 needs to be put into one larger sealed envelope and marked as "Bid for BPO for Aadhaar Update".</p> <p>This envelope shall also contain the fee for Bid.</p> <p>This is the final form of the tender document that will be submitted at the address specified in Section-I.</p>	

Note: *It is desired from the bidders that all the envelopes are properly marked and sealed as indicated above and also indicates the name of the bidder firm.*

All the documents must be properly tagged and indexed.

SECTION-III

SCOPE OF WORK, DELIVERABLES AND SLAs

. As explained in Part II of Section I, all Update modes can broadly be categorized into two categories:

- Assisted Modes
- Self-Service Modes

Since the launch of any of the above modes require a certain amount of preparation on the part of UIDAI, the modes are being launched in phases. Currently, the following modes of update are available to the resident

- a. Client(UCS- Update Client Standard)
- b. Self-service update portal (SSUP)
- c. Physical mail.

The SSUP and the Physical mail service were started in October, 2012 in a pilot mode and was made available to the general public on 29th November, 2013.

Since the launch of the online portal and post modes of update, the number of update requests through these modes has been continuously increasing. The current trend of receiving requests through these modes is shown in the below table:

Jan,2013	59049
Feb	83354
March	116471
April	125470
July	120328
August	147890
September	207137
October	149660
November	169953
December	229178

Currently these requests are handled in the following regional offices catering to various languages.

Regional Office	Language
Lucknow	Hindi
Hyderabad	Oriya, Telugu
Mumbai	Gujarati, Marathi, English
Chandigarh	Punjabi
Bengaluru	Kannada, Malayalam, Tamil
Ranchi	Bengali

In future, UIDAI may allow enrollment/update in other languages.

Since Update of resident information in Aadhaar database is an evolving process, there is no minimum volume that can be guaranteed to the partner organization, for the number of requests for processing in the coming year/s. However, UIDAI envisages number of scenarios due to which the residents may have the need to update any of the data fields captured by UIDAI during resident enrolment, or during a prior update. For example:

- Changes in life events such as marriage may lead to residents changing their basic demographic details such as name and address.
- Address and mobile number could also change due to migration to newer locations.
- Residents may also want changes in their relative's details due to changes in life events such as marriage, death of a relative etc. In addition, residents could have other personal reasons to change their mobile number, email address etc.
- Changes in various service delivery platforms may lead residents to request changes to and to add mobile number to Aadhaar etc.

The number of Aadhaar is being generated at the rate of almost 1.2 million a day. The number of requests for Update is expected to increase as the number of residents enrolled in Aadhaar database increases. More and more services will start using Aadhaar platform in the future and, therefore, the resident's need to update their information in Aadhaar database will also rise.

The selected Implementation partner is expected to cater to handle the requests for all languages. The service volume is expected to fluctuate depending upon different factors like; increase in issuance of Aadhaar enrolments, integration of service launched with Aadhaar, etc.

Description of Services mentioned in this section, gives an insight of UIDAI's expectation towards BPO for Aadhaar Update

PART-I: Description of Services:

1.1 Stakeholders of the BPO Process

The following are the key stakeholder for the process.

Project Stakeholder	Role of the Stakeholder
Resident	<p>Use the services on the update portal to create the request for update.</p> <p>Send the request through mail</p>
SSUP-BPO Implementation Agency (IA)	<p>Verify & Approve the update request with due diligence</p> <p>Track the timely disposal of requests</p> <p>Dispute resolution by Reviewer in case of difference between Verifier & Approver</p> <p>Provide timely inputs to UIDAI on any special observations during processing</p> <p>Grievance redressal system for any incorrect updates attributable to the IA</p> <p>Document storage and submission to UIDAI's Document Management System (DMS) Agency along with manifest file. DMS will provide a reconciliation report to the IA. Reconciliation of the number of pages of documents with DMS is the responsibility of the IA. Refer, UIDAI's document handover process published on http://uidai.gov.in/registrar-enrolments.html</p> <p>Similar process will be followed by our DMS agency, for Update documents pickup from IA's location.</p>
UIDAI-RO	Conduct audit of the request based for sample cases, based on the languages
UIDAI-HO	Provide necessary process and guidelines for request verification
MSP	<p>Provide the technical support to the IA</p> <p>Undertake any technology changes as desired by the UIDAI-HO</p> <p>Provide training to the IA personnel for any changes in the SSUP</p> <p>Generate the MIS for the SLA management</p>

1.2 Roles and Responsibilities

A clear definition of the roles and responsibilities of all the partners brings transparency, accountability, manageability and efficiency in any project.

1.2.1 Responsibilities of UIDAI

As owner of the Project, the role of UIDAI in the successful implementation and smooth running of the SSUP operations includes discharging the following responsibilities:

UIDAI-HO

- a. Ensuring that all the participating stakeholders continue to discharge their responsibilities;
- b. Ensure that the required Policy and process guidelines are issued for all stakeholders to have clear understanding of the expectations
- c. Monitor the adherence to the timelines for the various deliverables by the various stakeholders.
- d. Issuance of Government Orders, wherever necessary, on policy issues.
- e. Provisioning for the training of the IA members in the processes for the SSUP
- f. Conduct the IEC for various changes of that take place in SSUP, which affect the residents.

UIDAI-RO

- a. Audit a sample of the requests completed by the IA for correctness. The samples will be taken by the RO based on the language assigned to the RO

1.2.2 Responsibilities of the SSUP-BPO Implementation Agency (IA)

- a. Procurement of the required hardware/software for setting up of the processing centers for the SSUP requests.
- b. Set up the required infrastructure at the location of the SSUP processing center(s). It is expected that the IA will setup the center at a single location. However, keeping in mind the multi-language skill required for the processing, the IA may propose to set-up the center at multiple locations. However, the center for physical receipt of documents shall be a single address.
- c. Establish the network for the connectivity between the SSUP processing centers and the UIDAI systems as per the UIDAI's security protocols
- d. Liaison with external agencies to accomplish the commissioning and roll-out as per the terms of the contract
- e. Maintaining standards-based documentation and records for all the aspects of the processes for UIDAI to audit and inspect
- f. Ensure that the performance is in conformity with the SLA.
- g. Ensure that the Information security guidelines as issued by UIDAI are complied with at all times.

- h. Allow the audit of the processes/systems by UIDAI or its nominated agencies for adherence to the SLA/Information security requirements
- i. Set-up a grievance redressal process, approved by UIDAI for correcting any incorrect updates due to error attributable to the IA
- j. Generate DMS reports and submit physical documents received through post to the DMS agency. Reconcile number of pages of documents submitted to DMS.

1.2.3 Responsibilities of MSP

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

1.3 Scope of work

As mentioned above the following channels are available for the resident to update the Aadhaar data.

1. Client(UCS- Update Client Standard)

The residents can update most of the information through the Update client including the bio-metric. The updates requested by the residents through the client are outside the purview of the scope of work for the IA to be selected through this RFP.

2. Self-service update portal (SSUP):

The following data either by submitting your request Online or sending request through Mail:

- Name
- Gender
- Date of Birth
- Address
- Mobile Number

UIDAI may further add/delete fields that can be updated using online and post mode.

The online requests require the resident to receive an OTP on the registered mobile number (provided at the time of enrollment) or alternate mobile number (if no number was provided at the time of enrolment)

3. Physical mail

While the online option is available to the resident, keeping in mind some of the difficulties faced by the residents, UIDAI has also provided the option to the resident to request for update of data through a physical application sent through mail to the respective Regional offices based on the language. After the Implementation Partner is on board, all Postal requests will be sent to one single address irrespective of the language. UIDAI will open a PO box location in the location specified by the IA. The collection of the request from this box shall be the responsibility of the IA.

The detailed steps involved in the SSUP request and physical mail request is detailed in Annexure V

The following table gives an overview of the activities that will be required to be undertaken by the IA.

Self –Service mode	Process step & current Actor	Activities to be done by IA(Y/N)
Update Portal	1. Creation of Request- Resident	Not required
	2. Selection of BPO for processing of request#	Not required
	3. Review of the request/Call to resident to confirm request- Verifier	Yes
	4. Approval of the request – Approver	Yes
	5. Settle divergent view by Verifier and - Reviewer	Yes
Mail	1. Prepare the paper request	Not required
	2. Mail the request to selected agency#	Not required
	3. Receipt of request	Yes
	4. Creation of request in system and upload of documents	Yes
	5. Review of the request/Call to resident to confirm request- Verifier	Yes
	6. Approval of the request – Approver	Yes
	7. Settle divergent view by Verifier and Reviewer- Reviewer	Yes
	8. Generate DMS reports and submit documents to DMS. Reconcile number of pages of documents submitted with DMS.	Yes

The selection of the agency shall be the prerogative of the resident. UIDAI will endeavor to provide the average days for processing the request by the IA, to help the resident make an informed choice.

The IA is also expected to do the following

- Employ a third party agency (to be approved by UIDAI) to do an audit of its process. This agency will certify that the IA is complying with the processes as desired by UIDAI. This certification by the agency does not mean that UIDAI waives its right to do an audit of the processes.
- The IA will deploy an IT system which shall maintain a call log for the calls made to residents as per the process.

Update of Mobile number for resident

In certain cases, where the resident has not given a mobile number at the time of enrollment or the number is not in use, UIDAI has provided an additional facility.

Self –Service mode	Process step & current Actor	Activities to be done by IA(Y/N)
Update Portal	1. Creation of Request- Resident	Not required
	2. Generation of OTP	Not required
	3. Print and Post of the OTP letter	Yes

The IA is expected to use the service of India Post for the delivery of the letter delivery through Speed Post/Registered post.

If the IA feels that the delivery can be done faster through the use of any other agency, then the IA is allowed to use such agencies. In such cases, the IA needs to provide the data on the Proof of delivery to UIDAI for audit and verification.

It is to be noted here that UIDAI has not asked for the bid price for this part of the scope of service. The payment to the IA shall be made as per the applicable Speed Post/Registered Post rate (whichever is less) for the delivery of such letters by India Post from the point of printing(to be a single location identified by IA at the time of contract) and the destination.

PART-II - Service Level Agreement

Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Service Provider to UIDAI for the duration of this contract.

Benefits of this SLA	<p>Trigger a process that draws the UIDAI and the Service Provider management attention to some aspect of performance when that aspect drops below an agreed upon threshold, or target.</p> <p>Makes explicit the expectations that UIDAI has for performance.</p> <p>Helps UIDAI control the levels and performance of Service Provider services.</p> <p>UIDAI and Service Provider shall maintain a weekly/monthly contact to monitor the performance of the services being provided by the Service Provider and the effectiveness of this SLA.</p>
SLAs & Targets	<p>This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Service Provider shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels.</p> <p>The services provided by the Service Provider shall be reviewed by the UIDAI and UIDAI shall:</p> <ol style="list-style-type: none"> Check performance of the Service Provider against these SLAs over the review period and consider any key issues of the past period's performance statistics including major incidents, service trends, etc. Discuss escalated problems, new issues and matters still outstanding for resolution. Review of statistics related to rectification of outstanding faults and agreed changes. Provide suggestions for changes to improve the service levels. <p>In case desired, UIDAI may initiate an interim review to check the performance and the obligations of the Service Provider.</p> <p>The SLA may be reviewed and revised in accordance to the procedures detailed under SLA Change Control. SLA Change Control procedures will be used if there is a dispute between UIDAI and the Service Provider on what the performance targets should be set.</p>
SLA Change Control	<p>It is acknowledged that this SLA may change as UIDAI's business needs evolve over the course of the contract period. This document also defines the following management procedures:</p> <p>A process for negotiating changes to the SLA.</p> <p>An issue management process for documenting and resolving difficult issues.</p> <p>UIDAI and Service Provider management escalation process to be used</p>

	<p>in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.</p> <p>If there is any confusion or conflict between this document and the Contract, the Tender and its addenda, the Contract will prevail.</p>
SLA Change Process	<p>The parties may amend this SLA by mutual agreement in accordance with terms of this contract. Changes can be proposed by either party. The Service Provider can initiate an SLA review with the UIDAI. Normally, the forum for negotiating SLA changes will be UIDAI's monthly meetings. Unresolved issues will be addressed using the issue management process.</p> <p>The Service Provider shall maintain and distribute current copies of the SLA document as directed by UIDAI. Additional copies of the current SLA will be made available at all times to authorized parties.</p>
Issue management procedures	<p>This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between Purchaser and Service Provider. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.</p> <ol style="list-style-type: none"> Either UIDAI or Service Provider may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions. Purchaser and the Service Providers representative will determine which committee or executive level should logically be involved in resolution. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion, if the issue is not an emergency requiring immediate attention. Management of Purchaser and Service Provider will develop a temporary, if needed, and the permanent solution for the problem at hand. The Service Provider will then communicate the resolution to all interested parties. <p>In the event a significant business issue is still unresolved, the arbitration procedure described in the Contract will be used.</p>
Service Level Agreement Applicability	<p>The parameters noted below in the Service Level Agreement will start to be applicable after the completion of 90 days from the start of commencement of work or after the reach of steady state, whichever is earlier.</p> <p>UIDAI reserves the right to re-visit SLAs at a later date based on learning from past experience and stabilization of operations.</p>
Service Level Agreement (SLA) Parameters	<p>The SLA parameters are provided in the table below</p>

Following Table details the expected service performance levels from the IA.

S. No.	Performance benchmark	Compliance /Expected level	Penalty level
1.	Closure of requests	5 days	10% of the fees for request closed for each day of delay beyond 5 days.
2.	Errors in approval of update requests without proper documents	=0#	% of the fee payable equal to the error percentage in the sample checked + An additional 5% of the fees payable in the payment cycle
3.	Errors in rejection of update requests having proper documents /entries	< 0.5%#	5% for each 0.1% or part thereof beyond the 0.5% SLA level#
4.	No. of pending request for more than 15 days in the monthly report	0	200% of the “discovered price” for each pending request
5.	Print and Post of the OTP letter	2 days	10 % of the fee payable for the letter.
6.	No. of letter pending for print and post for more than 15 days in the monthly report	0	200% of the fees that will be due for print and post of such letter by UIDAI

#- The error rate shall be calculated on the basis of the sample check. The sample check shall be done on 10,000 request or 5% of the requests (whichever is less)

Note:

1. The SLAs will be monitored on a quarterly basis.
2. If the Penalty exceeds 25% of the fees in two consecutive quarters or two out of three consecutive quarters, UIDAI will reserve the right to terminate the contract.
3. UIDAI recognizes that the performance of the IA depends upon the system stability of SSUP system. Hence, it would provide the following concession to the IA.

S.No.	System Uptime performance	Concession in penalty
1	>90%	Nil
2.	80-90%	10 % of applicable penalty
3	60-80%	20% of applicable penalty
4	50-60%	50% of applicable penalty
5	<50%	100 % of applicable penalty

SECTION-IV

General and Special Conditions of Contract

PART-I - General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> (a) "Applicable Law" means the laws and any other instruments having the force of law in India. (b) "Purchaser" means the entity purchasing the services under this Contract (c) "Contract" means the Agreement entered into between the Purchaser and the Service Provider, 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) "GC" mean these General Conditions of Contract. (g) "Government" means the Government of India. (h) "Service Provider" means any private or public entity that will provide the Services to the Purchaser under the Contract. The Service Provider is the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement. (i) "Party" means the Purchaser or the Service Provider, as the case may be, and "Parties" means both of them. (j) "Personnel" means persons hired by the Bidder and assigned to the performance of the Services or any part thereof. (k) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented. (l) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of Work at Section-III of RFP hereto. (m) "Bidder" means the entity bidding for the services under the Contract. (n) "Resident" means normal resident of India.
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	<p>(o) "UIDAI" means Unique Identification Authority of India.</p> <p>(p) "In writing" means communication in written form with proof of receipt.</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 Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them 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.
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 the Purchaser may approve.
1.7 Authorised 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	The Service Provider and their Personnel shall pay all such payable direct and indirect taxes, duties, fees, and other impositions as are levied under the Applicable Laws of India.
1.9 Fraud and Corruption	
1.9.1 Definitions	It is the Purchaser's policy to require that the Purchaser as well as Service Providers observe the highest standard of ethics during the selection and execution of such contracts. The Purchaser also requires that the Service Provider 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>(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 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, non-competitive 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 agreed Scope of Work</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 Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;</p> <p>(b) The Purchaser may also sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.</p>
1.9.3 Commissions and Fees	<p>(a) Purchaser will require the successful Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.</p>
1.10 Interpretation	<p>In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract;</p> <p>(b) unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;</p>

	<p>(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;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(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;</p> <p>(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.</p>
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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effective-ness of Contract	This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date, the Contract comes into effect is defined as the Effective Date.
2.2 Termination of Contract for Failure to Become Effective	
2.2 (a) Termination of Contract for Failure to Become Effective	If the selected Service Provider is unable to commence the service within the specified period, as per the scope of work of RFP, UIDAI may declare this Contract null and void and in the event of such a declaration, the Performance Bank Guarantee is liable to be forfeited by UIDAI
2.2 (b) Termination of Contract subject to necessary approvals	Notwithstanding the duration of the contract stated in GC 2.4, the UIDAI, without prejudice or liability, reserves the right to terminate the contract.
2.3 Commence-ment of Services	The Service Provider shall begin carrying out the Services as per the implementation plan specified in Table in SC
2.4 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.3 hereof, this

	Contract shall expire at the end of such time period, after the Effective Date, as specified in the SC. The contract may be extended by two periods of one year each, subject to satisfactory performance. The extension will be given on the same rates as quoted in original contract.
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, required by the service provider, the prior written consent of the Purchaser is required.</p>
2.7 Force Majeure	
2.7.1 Definition	<p>a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>(b) Force Majeure shall not include (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	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.
2.7.3 Measures to be Taken	<p>(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Purchaser, shall either:</p> <ul style="list-style-type: none"> (i) mobilize,; or (ii) Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract. <p>(d) 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	The Purchaser may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension.
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 Service Provider.</p> <p>(a) If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being</p>

	<p>notified or within any further period as the Purchaser may have subsequently approved in writing.</p> <p>(b) If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(c) If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(d) If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</p> <p>(e) If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>(f) If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one chance to the Service Provider to improve the quality of the services.</p> <p>(g) If the Service Provider has been blacklisted by the UIDAI or disqualified for any reason.</p> <p>(h) If the Service Provider fails to fulfill its obligations under Clause G.C 3.3 hereof.</p> <p>(i) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(j) In the event of Service Provider is found :</p> <ol style="list-style-type: none"> Sub-contracting of work/services without the prior written approval of UIDAI. Provided incorrect information to UIDAI. Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose. <p>(k) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>(l) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to the Purchaser for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.</p> <p>(m) If the Service Provider is found to have committed acts leading to breach of privacy , or not implemented the appropriate controls required for proper security of data</p>
2.9.2 By the Service Provider	<p>The Service Providers may terminate this Contract, by giving not less than thirty (30) days' written notice to the Purchaser, (such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2):</p> <p>(a) If the Purchaser fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Service Provider is unable to</p>

	<p>perform a material portion of the Services for a period of not less than thirty (30) 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 thirty (30) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Purchaser of the Service Provider's notice specifying such breach.</p>
2.9.3 Cessation of Rights and Obligations	<p>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:</p> <p>(i) such rights and obligations as may have accrued on the date of termination or expiration;</p> <p>(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;</p> <p>(iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof; and</p> <p>(iv) any right which a Party may have under the Law.</p>
2.9.4 Cessation of Services	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Service Provider and equipment and materials furnished by the Purchaser, the Service Provider shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.</p>
2.9.5 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Purchaser shall make the following payments to the Service Provider:</p> <p>(a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (g), (i), k(i) to K(iii) and I 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), the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the</p>

	Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Service Provider will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.
2.9.6 Disputes about Events of Termination:	If either Party disputes whether an event specified in Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
2.10 Extension of Contract	The contract may be extended by two periods of one year each, subject to satisfactory performance. The extension will be given on the same rates as quoted in original contract.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1 General	
3.1.1 Standard of Performance	<p>The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.</p> <p>The Service provider shall implement procedures and controls to safeguard the privacy and security of data at all times.</p>
3.2 Service Providers Not to Benefit from Commissions, Discounts, etc.	<p>a) The payment of the Service Provider pursuant to Clause GC 6 shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and agents or either of them similarly shall not receive any such additional payment.</p>

3.3 Prohibition of Conflicting Activities	The Service Provider shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
	a) The Service Provider shall keep safe, secure and confidential and protect from unauthorized access, loss or damage all demographic information, and all documents, data and information of any nature provided to the Service Provider for the discharge of services.
	b) The Service Provider shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from UIDAI, other than required for discharge of services.
	c) The Service Provider shall not give access to the information or data collected and received from UIDAI in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by the UIDAI.
3.4 General Confidentiality	Except with the prior written consent of the Purchaser, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from UIDAI in the course of the Services, nor shall the Service Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.5 Insurance to be Taken Out by the Service Provider	The Service Provider (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified 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	<p>(a) The Service Provider (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 Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be.</p> <p>(b) The Purchaser shall have the right to carry out inspection checks, audits of the Service Provider's premises and/ or locations, facilities,</p>

	<p>or point of delivery of services performed under this contract.</p> <p>(c) The Purchaser shall have the right to carry out scheduled/ unscheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider.</p>
3.7 Sub-contracting	The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval.
3.8 Reporting Obligations	The Service Provider shall submit to the Purchaser the reports and documents specified in RFP, in the form, in the numbers and within the time periods set forth in the said Appendix.
3.9 Rights of Use	All rights of use of any process, product, service, or data developed, generated, or collected, received from UIDAI or any other task performed by the Service Provider under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.
3.10 Safety & Security of Data, Premises, Location/ site	<p>(a) The Data, information, documents provided by the Purchaser to the Service Provider is the property of the Purchaser. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.</p> <p>(b) The Service Provider shall not use the information, the name or the logo of the Purchaser and/or Government of India except for the purposes of providing the services as specified under this contract.</p> <p>(c) The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser.</p> <p>(d) The Service Provider shall follow the Security Guidelines issued by UIDAI.</p> <p>(e) The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the IT Act, the UIDAI Bill and other relevant Acts.</p> <p>(f) The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements.</p> <p>(i) The rogue behavior of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.</p>
3.11 Equipment &	Equipments or materials brought into India by the Service Provider and the

Materials Provided by the Service Providers	Personnel and used either for the Project or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable. However, Equipments or materials bought/provided by the Purchaser for the use of Service Provider shall remain the property of Purchaser.
3.12 Intellectual Property Rights (IPR)	The intellectual property rights to all the outputs, deliverables, data, and reports developed during the execution of this Contract shall remain sole property of the Purchaser.
3.13 Assignment	The Service Provider shall not assign, in whole or in part, any of their obligations under this Contract.

4. SERVICE PROVIDER'S PERSONNEL

4.1 General	The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.
4.2 Project Manager	The Service Provider shall ensure that at all times during the Service Provider's performance of the Services, a 'Project Manager', acceptable to the Purchaser, shall take charge of the performance of such Services. The Project Manager shall act as a single point of Contact.

5. OBLIGATIONS OF THE PURCHASER

5.1 Assistance and exemptions	<p>Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall:</p> <p>(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(b) Provide to the Service Provider and Personnel any such other assistance as may be specified in the SC.</p>
5.2 Change in the applicable Law Related to Taxes and Duties	If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Service Provider for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Service Provider in performing the services, then the Purchaser reserves the right to negotiate with the Service Provider.
5.3	
5.4 Payment	In consideration of the Services performed by Service Provider under this Contract, the Purchaser shall make to the Service Provider such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. PAYMENTS TO THE SERVICE PROVIDER

6.1 Payment for Services	<p>(a) The Service Provider shall be paid, as per the 'discovered rate' for carrying out/delivery of services as enumerated in Section-III.</p> <p>(b) The amount payable shall be finalised after taking into account the Penalties and Exemptions, if any applicable.</p> <p>(c) The Purchaser shall make the payment within 45 days of receiving the invoice from the Service Provider</p>
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 Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on 'Quarterly basis'.</p> <p>(b) The Service Provider shall provide a billing system that can compute price and penalties in real-time, accessible to UIDAI.</p> <p>(c) In the event of any wrong payment to Service Provider, the difference shall be adjusted in the subsequent payments.</p> <p>(d) All payments under this Contract shall be made to the accounts of the Service Provider specified in the SC.</p> <p>(e) In case of early termination of the contract, the payment shall be made to the Service Provider as mentioned here with:</p> <p>(f) 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 Service Provider shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the specified rate/s.</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 failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject

	to arbitration in accordance with Clause GC 8 hereof.
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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 Service Provider, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Purchaser and the Service Provider, 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 Purchaser and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.</p>

9. LIQUIDATED DAMAGES

9.1	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 submitted
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	by the Service Provider.
9.2	The amount of liquidated damages for services under this Contract shall not exceed the Contract Price.
9.3	The Service Provider is liable to the Purchaser for payment of penalty as specified in the SLA
9.4	<p>The IA must adhere to the schedule mentioned in SC 2.3. The Purchaser may impose liquidated damages on the IA during this period(after signing of the contract) for the delay in the implementation as per the following :</p> <ul style="list-style-type: none"> • 0.5% or part thereof of the estimated contract value for each week of delay, not exceeding 10% of the contract value.

10. ADHERENCE TO RULES & REGULATIONS

10.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions	<p>(a) The Service Provider 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 Service Provider shall abide by these laws.</p> <p>(b) Access to the 'sites' and Purchaser's other related locations shall be restricted to only essential personnel belonging to the Service Provider who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Purchaser. The Service Provider shall maintain a log of all activities carried out by each of its personnel.</p> <p>(c) The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.</p> <p>(d) The Service Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including 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 Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.</p> <p>(f) The Service Provider shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.</p>
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11. LIMITATION OF LIABILITY	
11.1 Limitation of Liability	<p>Except in case of gross negligence or willful misconduct:</p> <ul style="list-style-type: none"> (a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Purchaser; and (b) The aggregate liability of the Service Provider to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the Purchaser with respect to patent infringement. (c) The Purchaser shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 2.2 b of GC of this contract.

12. MISCELLANEOUS PROVISIONS

12.1 Miscellaneous Provisions	<ul style="list-style-type: none"> (i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof. (ii) The Service Provider shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract. (iii) The Service Provider shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project. (iv) The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider (v) The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like. (vi) All claims regarding indemnity shall survive the termination or expiry of the Contract. (vii) All materials provided to the Purchaser by bidder are subject to
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	Country and <STATE> public disclosure laws such as RTI etc. (viii) The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Purchaser.
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PART-II

SPECIAL CONDITIONS OF CONTRACT

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

(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> <p>Attention: <Address></p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Service Provider:</p> <p>Attention:_____ Facsimile:_____ E-mail:_____</p>			
1.6	The Services shall be carried out at the site/s as agreed to by the Purchaser.			
1.7	<p>The Authorized Representatives are:_____</p> <p>For the Purchaser: ____</p> <p>For the Service Provider:</p> <p>_____</p>			
2.1	The effective date of the Contract:			
2.3	<p>Implementation Plan</p> <p>This section details the project timelines for completion of scope of services</p> <table><tr><th>Activity No</th><th>Scope of Work Area</th><th>Time Frame</th></tr></table>	Activity No	Scope of Work Area	Time Frame
Activity No	Scope of Work Area	Time Frame		

	1.	Issue of Order	T
	2.	Signing of contract	T+15 days
	3.	Infrastructure set-up at the IA Processing center	T+30 days
	4.	Commence of operations handling requests in Hindi and Telugu by the Agency by deploying at least 5 personnel for each of the language	T + 45 days
	5.	Commencement of full scale SSUP IA operations (Steady State)	T+90 days
2.4	The time period shall be: 2 year (24 months).		
3.5	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party liability insurance, with a minimum coverage of the value of the contract</p> <p>(b) Professional liability insurance, with a minimum coverage of the value of the contract</p> <p>(c) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(d) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider's property used in the performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.</p>		
6.2	The amount is in Indian Rupees (INR)		
6.3	<p>General terms and conditions of Payment Schedule</p> <p>1) All eligible payments shall be made by the Purchaser in favour of the Service Provider</p> <p>2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.</p> <p>3) Service Provider shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same.</p> <p>4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 45 days of submission of invoice.</p> <p>5) Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by Service Provider is deficient in any manner in comparison to the prescribed</p>		

	<p>standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.</p> <p>6) All payments under this Contract shall be made to the account of the Service Provider with (Bank & A/c No.):</p>
8.2 (a)	The Purchaser and/or any Department of Govt. of India.
8.2 (b)	The Arbitration proceedings shall take place in Delhi in India.

SECTION-V

ANNEXURES AND APPENDICES

ANNEXURES:

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

ANNEXURE I - FORMS FOR BIDDING

Form No.	Description
1	Prequalification bid format- General information about the bidder
2	Past Experience in similar projects
3	Technical Proposal Cover Letter
4	Resume of Key Members
5	Commercial Proposal Cover Letter
6	Commercial Proposal Format
7	Format for Statement of Deviation(s) from Scheduled Requirements
8	Acceptance of Terms and Condition of the RFP

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

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

	Details of Authorized person			
	Name			
	Address			
	Telephone		Email	

II Information about the Company

S. No.	Name of Bidder	Status of the company (Public Ltd./Pvt. Ltd.)	Whether Prime bidder or member	Details of Incorporation of Company		Details of Commencement of Business	
				Date	ROC Ref. #	Date	ROC Ref. #

III Financial Details as per Audited Balance Sheet

S. No.	Name of Bidder	Turnover of the Company				Net Worth of Company as on 31 st March, 2013
		FY 2010-11	FY 2011-12	FY 2012-13	Average of last three FYs	

Form 2 - Past Experience in similar projects

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

Form 3: Technical Proposal Cover Letter

[Date]
Direct General,
UIDAI,

Dear Sir,

Ref: RFP: BPO-Aadhaar Update ref no F.No.4(4)/57/161/2012/RoB dt. Dated 28th January 2014

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Professional services as required and outlined in the RFP for the BPO-Aadhaar Update to meet such requirements and provide such services as required are set out in the tender document.

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

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

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a PSU bank in India, acceptable to UIDAI, for a sum equivalent to 10% of the assessed contract value based on the prices quoted in our commercial proposal for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of SIX MONTHS from the date fixed for tender opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and UIDAI.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the UIDAI is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the UIDAI as to any material fact."

We agree that you are not bound to accept the lowest or any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of **2014**

(Signature) (In the capacity of)

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

(Name and Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and that
..... who signed the above Bid is authorized to bind the
corporation by authority of its governing body.

Date

(Seal here)

Form 4: Resume of Key Members

S. No	Item	Details	Attachment Reference for additional information
1	Name		
2	Specify role to be played in the project & whether 'prime' or 'alternate'		
3	Current job title		
4	Experience in yrs.		
5	Number of years with the Organization		
6	Current job responsibilities		
7	Summary of professional / domain experience		
8	Skill sets		
9	Highlights of assignments handled		
10	Educational Background, Training / Certification		

Form 5: Commercial Proposal Cover Letter

[Date]

Direct General,
UIDAI,

Dear Sir,

Ref: RFP: BPO-Aadhaar Update ref. no F.No.4(4)/57/161/2012/RoB dt. Dated 28th January 2014

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Professional services as required and outlined in the RFP for the BPO-Aadhaar Update to meet such requirements and provide such services as required are set out in the tender document.

To meet such requirements and to provide services as set out in the tender document, we attach hereto the commercial proposal as per Form 6(A) - as required by the Tender document - which constitutes our proposal.

We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule for providing Professional Services in Design, Development, Implementation and Maintenance of the proposed Solution) put forward in section IV of the RFP or such adjusted plan as may subsequently be mutually agreed between us and UIDAI or its appointed representatives.

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a PSU bank in India, acceptable to UIDAI, for a sum equivalent to 10% of the assessed contract value based on the prices quoted in our commercial proposal for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the tender document and also agree to abide by this tender response for a period of SIX MONTHS from the date fixed for tender opening and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and UIDAI.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the UIDAI is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the UIDAI as to any material fact."

We agree that you are not bound to accept the lowest or any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ service specified in the tender response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of **2014**

(Signature) (In the capacity of)

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

(Name and Address of Company) Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and that
..... who signed the above Bid is authorized to bind the
corporation by authority of its governing body.

Date

(Seal here)

Form 6 - Commercial Proposal Format**A) Consolidated Commercial Quote as per scope of work**

Commercial Quote (Rs.)			
Particular	Base Cost	Taxes	Total Cost
Total Cost for handling an update request received through SSUP (C1)			
Total Cost for handling an update request received through Post (C2)			

Form 7: Format for Statement of Deviation(s) from Scheduled Requirements

S. No. (1)	Reference of Clause No. & Pg. No (2)	Deviation in the Proposal (3)	Brief Reasons (4)

Form 9: Acceptance of Terms and Condition of the RFP

[Date]

Direct General,
UIDAI,

Dear Sir,

Ref: RFP: BPO-Aadhaar Update ref. no F.No.4(4)/57/161/2012/RoB dt. Dated 28th January 2014

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Professional services as required and outlined in the RFP for the BPO-Aadhaar Update to meet such requirements and provide such services as required are set out in the tender document.

We have read and agree for unconditional acceptance of all the terms and conditions set out in the RFP document.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of **2014**

(Signature)

(In the capacity of)

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

(Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the, and that who signed the above Bid is authorized to bind the corporation by authority of its governing body.

Date

(Seal here)

ANNEXURE -II

STANDART CONTRACT FORM

The President of India acting through

Assistant Director General

of Unique Identification Authority of India (UIDAI)

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

and

_____ (name of authorized signatory)

of _____ (name of the firm/company)

(hereinafter called the "Service Provider") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

are entering this AGREEMENT on this _____ day of _____, 2014 between

WHEREAS the Purchaser had invited bids for certain Services, viz., "RFP for BPO for Aadhaar Update" vide their bid document number F.No. _____ dated _____.

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

AND WHEREAS the Purchaser has accepted a Bid by the Service Provider for the supply of those Services in the sum of Rs. _____ per Connect Minute inclusive of all statutory taxes (hereinafter "the Contract Price").

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

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) Section-III Scope of Work, Deliverables and SLAs
- b) Section –IV General & Special Conditions of Contract;
- c) Performance Bank Guarantee Bond

3. The mutual rights and obligations of the Purchaser and the Service Provider shall be as set forth in the Contract, in particular:

- a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- b) the Purchaser shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

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

[Authorized Representative]

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

[Authorized Representative]

ANNEXURE-III

FORM OF BANK GUARANTEE BOND

1. In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt _____ (hereinafter called the said Service Provider(s)] from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called 'the said Agreement'), of security deposit for the due fulfillment by the said Service Provider(s) of the terms and conditions contained in the said Agreement, 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 _____ [Service Provider(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 Service Provider(s) of any of the terms or conditions contained in the said Agreement.

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 Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider (s)' failure to perform the said Agreement. 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 Service Provider(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 Service Provider(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 Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement 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 Agreement have been fully and properly carried out by the said Service Provider (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 Agreement or to extend time of performance by the said Service Provider (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 Service Provider (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Service Provider (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 Service Provider(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).

ANNEXURE-IV

PROFORMA FOR SUBMITTING WRITTEN QUERIES

(To be sent in doc/editable format only at the given e-mail address)

RFP for 'BPO for Aadhaar Update'

Ref. No. xxxx dated _____

Name of Firm: _____

S.No.	Page No. of RFP	Section	Clause	RFP Statement	Query	Response/ Clarification