

REQUEST FOR EMPANELMENT (RFE)

Empanelment of Seeding Agencies



UNIQUE IDENTIFICATION AUTHORITY OF INDIA (UIDAI)

NEW DELHI

JUNE 2014

UNIQUE IDENTIFICATION AUTHORITY OF INDIA
PLANNING COMMISSION
GOVERNMENT OF INDIA
9thFloor, Tower-I, Jeevan Bharati Building,
Connaught Circus, New Delhi - 110 001
NOTICE INVITING REQUEST FOR EMPANELMENT
K-11011/16/2012-UIDAI (Auth)

The Unique Identification Authority of India (UIDAI) invites bids for Empanelment of Seeding Agencies (SA) for carrying out the work of Aadhaar seeding for various entities providing Aadhaar based service delivery to consumers/beneficiaries. Interested bidders may either download the Request for Empanelment (RFE) document from the website uidai.gov.in (under Tenders section) or obtain it from the office of ADG (Auth) UIDAI HQ, 9th Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi 110001 between 10.30 hrs to 1500 hrs on any working day, by way of a demand draft of Rs. 1,000/- (Rupees One Thousand only) drawn in favour of PAO, UIDAI, New Delhi starting from 13.06.2014 to 04.07.2014.

Important dates and addresses*

Last date for submission of written queries for clarifications	23-06-2014, 17:00 hrs through email at yashwant.kumar@uidai.net.in and hari.aggarwal@uidai.net.in
Last date for registration to participate in Pre Bid conference	20-06-2014, 17:00 hrs through email only at yashwant.kumar@uidai.net.in and hari.aggarwal@uidai.net.in
Date and venue of the Pre Bid conference	24-06-2014, 14:30 hrs at Conference Room 3 rd Floor, UIDAI HQ, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi 110001
Last date, time and address for receipt of proposals in response to RFE notice	10-07-2014, 15:00 hrs at office of ADG(Auth), UIDAI, 9 th Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi 110001

(*In case the bidding schedule undergoes a change, the revised dates will be communicated only through the website of UIDAI <http://uidai.gov.in>)

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1 Invitation for Proposal

To,

Dated: 12.06.2014

1. Unique Identification Authority of India (UIDAI) invites proposals for Empanelment of Seeding Agencies (SA) for carrying out the work of seeding for various entities providing Aadhaar based service delivery to citizens
2. Private Companies, Government Companies, PSUs, Semi-Government Organizations, NGOs, Not-for-Profit Organizations etc. are eligible to participate in this empanelment process
3. The Request for Empanelment (RFE) includes the following sections:
 - a) Invitation for application
 - b) Scheme for Empanelment
 - c) Seeding Paradigm
 - d) Role of Seeding Agencies
 - e) Process for Empanelment
 - f) Application Form
 - g) Terms and Conditions for Empanelment
4. The "Request for Empanelment" is available on the website uidai.gov.in (under tenders section) for free download. The response to the RFE should to be submitted on or before 10.07.2014, 1500 Hrs at the address for communication given below
5. Address for Communication :

Sh. Yashwant Kumar
Assistant Director General
Unique Identification Authority of India (UIDAI), Planning
Commission, Govt. of India (Gol)
9th Floor, Tower I, Jeevan Bharati Building
Connaught Circus
New Delhi - 110001
6. The Director General, UIDAI reserves the right to accept/ reject any request and to annul the empanelment-process and reject all requests at any time prior to empanelment without, thereby, incurring any liability to the affected applicant(s) or

UIDAI or any obligation to inform the affected applicant(s) of the ground for such decision

7. Amendments in RFE: At any time prior to the deadline for submission of proposal, UIDAI may for any reason, modify the RFE. The modifications will be notified on UIDAI's website and such amendments shall be binding on the applicants.
8. Clarification on request Submitted: During evaluation, UIDAI may, at its discretion, ask the applicant(s) for clarification on their request. The applicant(s) are required to respond within the time frame prescribed by UIDAI.

2 Definitions and Acronyms

1. **AADHAAR** – Brand name associated with UID.
2. **Authentication** – The process of verifying the UID number of a resident with reference to his biometrics or demographic data.
3. **Authority** – Unique Identification Authority of India (UIDAI)
4. **CSC** – Common Service Centres operating as franchisees of Service Center Agency (SCA) within a State, as part of the CSC Scheme of the National E-Governance Plan of India.
5. **De-duplication** – The process of using the Demographic and Biometric data collected from an enrollee to check against data so as to avoid duplicate enrolments
6. **Demographic Data** – refers to the personal information collected or verified by the Enrolling Agency based on the data fields prescribed by the UIDAI and by following the process laid down for the purpose. The data collected is passed on to the UIDAI as per the process prescribed
7. **KYC** – Know Your Customer
8. **KYR** – Know Your Resident
9. **NGO** – Non Government Organization
10. **Operator** – The person employed by the Seeding Agency
11. **PoA** – Proof of Address
12. **PoI** – Proof of Identity
13. **Seeding Agency** - The Agency appointed by the Seeding Registrar for carrying out seeding of Aadhaar number into beneficiary database
14. **Seeding Registrar** – The Agency of the Central or State Government or Local Government comprising the elected rural and urban local bodies Constitutional/ statutory Village Councils or a recognized Non-Governmental Organization with whom the UIDAI has entered into a Memorandum of Understanding for providing seeding framework
15. **Resident** – Normal resident of India
16. **RFP** – Request for Proposal
17. **UID** – Unique Identification
18. **UIDAI** – Unique Identification Authority of India
19. **Beneficiary Id** – Beneficiary id means identities such as Ration Card Numbers, LPG Consumer Numbers, MNREGA Job Card Numbers, Bank Account Numbers etc.

3 Introduction

The Unique Identification Authority of India (UIDAI) has been created, with the mandate of providing a Unique Identity (Aadhaar) to all Indian residents. The UID has been envisioned as a means for residents to easily and effectively establish their identity, to any agency, anywhere in the country, without having to repeatedly produce identity documents to agencies.

The timing of this initiative coincides with the increased focus of the GoI on social/ financial inclusion and development through massive investments in various social sector programs, and transformation in public services delivery through e-Governance programs. The scale of the UID initiative is unprecedented and its implementation will involve active participation of Central, State, and Local Governments, as well as public and private sector agencies across the country.

Aadhaar seeding is a process by which UIDs of consenting residents are included in the service delivery database of service providers for enabling Aadhaar based authentication during service delivery. As an example, MNREGA will require authentication before pay out. Therefore in such a scenario, it will be essential to map UID of the resident with MNREGA Job Card number. Similarly, banks and insurance carriers may want to map Aadhaar numbers of all their customers.

Aadhaar seeding is a prerequisite to Aadhaar enabled service delivery. Process of inclusion of UIDs of residents in the database of a service provider e.g. a bank is called seeding.

With the objective of providing impetus to the adoption of Aadhaar enabled service delivery, UIDAI embarked on an initiative of creation of a framework which works as a catalyst for seeding. The framework recommends a set of methods and tools to service providers for use in their seeding initiative.

To further enhance the framework, UIDAI has decided to include a set of trained and certified seeding agencies. UID holders and service providers would be able to avail the services of these empaneled agencies through a limited tender.

In this context, the UIDAI plans to offer a scheme for empanelment of seeding agencies across the country for carrying out the various functions and activities related to seeding. This Request for Empanelment (RFE) document is intended to invite applications for empanelment from eligible public and private agencies, NGOs/MFIs, Not-for-Profit, and other organizations based in India. The document describes the role, criteria, process of empanelment, and terms and conditions for empanelment.

4 Scheme for Empanelment of Seeding Agencies

Through this scheme, UIDAI intends to empanel organizations who possess the required experience and capability to carry out seeding activities on behalf of various service providers operating in India.

The RFE is open to all competent organizations (including Private Companies, Public Limited Companies, Government Companies, PSUs, Semi-Government Organizations, NGOs and Not-for-Profit Organizations), which are registered and operating in India for last three years.

Sub-Contracting of Seeding Work is not allowed for Private Companies, Public Limited Companies, PSUs, Semi-Government Organizations, NGOs and Not-for-Profit Organizations. However Government Organizations may franchise Seeding work to CSCs/ Local Government bodies.

4.1 General Eligibility Criteria

A Single company/ organization (e.g. Private Companies, Public Limited Companies, Government Companies, PSUs, Semi-Government Organizations, NGOs and Not-for-Profit Organizations) or Consortium of companies/ organizations (maximum of 2 members) registered in India are eligible to submit proposal for empanelment for the project. In case of a Consortium, one of the members of the consortium shall be the Prime Bidder and shall be solely responsible to the service provider for executing the seeding activities and contractual obligations, if selected, for carrying out seeding activities. The Prime Bidder should submit the Request for Empanelment proposal on behalf of the Consortium.

S. No	Requirement	Documents
1	<p>The Bidder (all members in case of consortium) must be incorporated or registered in India under the Indian Companies Act, 1956 (including Section 25 of the Act), or a Partnership firm registered under LLP Act 2008 or Societies Registration Act 1860 or the Indian Trusts Act 1882/ it's equivalent in the respective States OR Proprietorship entities having a PAN number.</p> <p>The Bidder (all members in case of</p>	<ul style="list-style-type: none">• Certificate of Incorporation from Registrar Of Companies (RoC) or Certificate of Registration/ Evidence of legal status of Bidder (Single Agency/ all Consortium members)• In case of Consortium, Letter of association and certified true copy of the consortium agreement between the Prime Bidder and the other members of the consortium, describing the respective roles

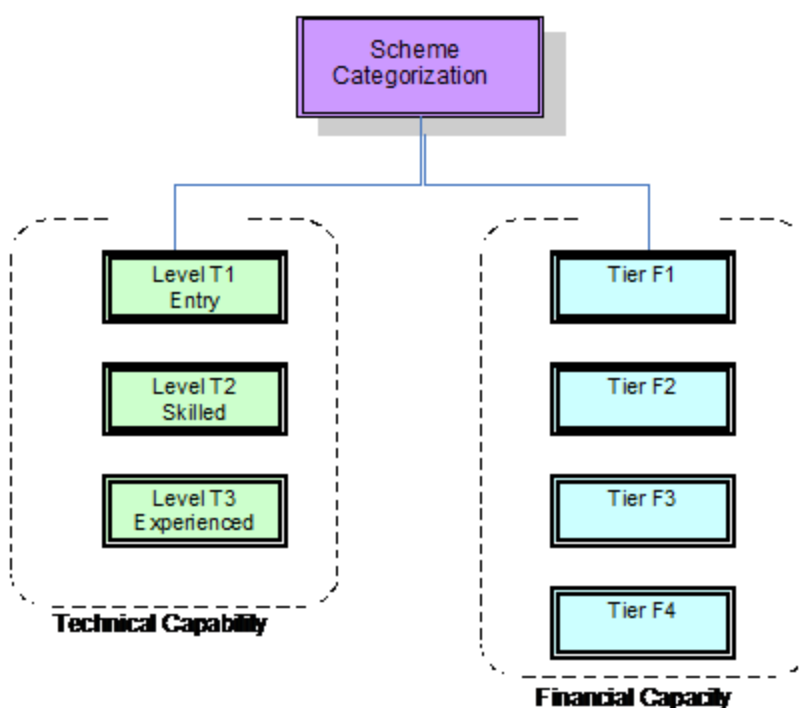
	<p>consortium) should have been in existence for a period of at least 3 years as of 31.03.2013.</p> <p>Should have been registered with the service tax Authorities</p>	<p>and responsibilities of all the members, in meeting the overall scope and requirements of the proposed Project.</p> <ul style="list-style-type: none"> Registration certificates for service tax, PAN number, sales tax
2	<p>The Bidder in case of Private/ PSU/ Govt. Company/ Commercial Organization/ Autonomous Body (Prime Bidder in case of a consortium) should have a Net Worth of at least INR 50 lakhs as of 31.03.2013 as evidenced by the audited accounts of the organization.</p> <p>The Bidder, in case of NGOs/ Not-for-Profit organization (Prime bidder in case of a consortium), should have an average annual turnover/ grants-in-aid of at least INR 50 lakhs for previous three financial years as of 31.03.2013 as evidenced by the audited accounts. However, the NGO/ Not-for-Profit organization must be non-political and non-denominational organization with no affiliation to any political parties or religion</p>	<ul style="list-style-type: none"> Auditor Certified financial statements for the financial years 2012-13, 2011-12 and 2010-11 should be provided by all types of bidders. The bidders should include the sections on P&L, Turnover, Assets and Balance Sheet. This should be supported by statutory auditor certificate specifying the net worth. A declaration signed by authorized signatory of the organization, in case of NGO/ Not-for-Profit organization, must be provided stating that the NGO is non-political and non-denominational organization with no affiliation to any political parties or religion
3	<p>Should have experience of direct execution of project(s) involving data collection and electronic processing of data of at least 25000 consumers using one or more channels such as mobile, IVRS, QR/Bar code, web based applications, paper forms processing and data entry during the last 24 months.</p>	<ul style="list-style-type: none"> Work Order + Completion/phase completion Certificates from the client; <p>Or</p> <p>Certificate from the client certifying the experience</p>

4	The Bidder (all members in case of consortium) should not have been blacklisted by Central, or any State/ UT Government or PSUs or Semi-Government Companies	Covering letter with the application form

Only those bidders who meet the eligibility criteria specified above will be eligible to respond to this RFE. The bidder's proposal shall contain the relevant information & supporting documents to substantiate the eligibility of the bidder vis-à-vis the pre-qualification criteria.

4.2 Scheme Categorization

The Empanelment Scheme may be available on a continuing basis, with periodic intervals defined by UIDAI, during which the scheme may be open for updates and modifications to the empanelment status and invitations for fresh empanelment applications from prospective seeding agencies. The scheme aims to categorize seeding agencies based on their Technical Capability as well as Financial Capacity for undertaking seeding functions. While the technical categorization is based on the maturity of an organization to undertake seeding functions in the UID landscape in terms of experience of seeding relevant activities, the financial categorization is based on the financial capacity of an organization to undertake seeding activities.



The Technical Capability of an organization shall be assessed at a 3-Level maturity continuum while the Financial Capacity shall be assessed based on a 4-Tier structure, as given below:

4.2.1 Technical Capability

The technical capability of a seeding agency shall be assessed at 3 levels as given below:

I Level T1 – Entry:

All organizations (single agency/consortium) interested in undertaking seeding activities shall be empanelled under Level T1, provided they meet the general eligibility criteria given in Section 4.1 above.

II Level T2 – Skilled:

Organizations (single agency/ consortium) meeting general eligibility criteria in addition to one of the following criteria (A or B) shall be empanelled under Level T2.

- A. Organizations (single agency/ consortium) which are already in the business of undertaking UIDAI enrolments can directly get empanelled into Level T2, provided the organization has completed 2 lakh UIDAI enrolments in the last 24 months. Experienced organizations should provide client certifications to this effect as part of the Application Form and should satisfy all the general eligibility criteria as given in Section 4.1
- B. Organizations (single agency/ consortium) which are already in the business of undertaking projects involving data collection and electronic processing of consumer data using one or more channels such as mobile, IVRS, QR/Bar code, web based applications, paper forms processing and data entry, can directly get empanelled into Level T2, provided the organization has completed processing of data for 5 lakh consumers in the last 24 months. Experienced organizations should provide client certifications to this effect as part of the Application Form and should satisfy all the general eligibility criteria as given in Section 4.1

III Level T3 – Experienced:

All organizations (single agency/consortium) interested in undertaking seeding activities shall be empanelled under Level T3, provided they meet the general eligibility criteria given in Section 4.1 above and following criteria :

- a) Collection and processing of 2 Lakh seeding requests in the last 24 months which has resulted in successful seeding of Aadhaar numbers in Service Provider databases
- c) ISO 27001 Certification

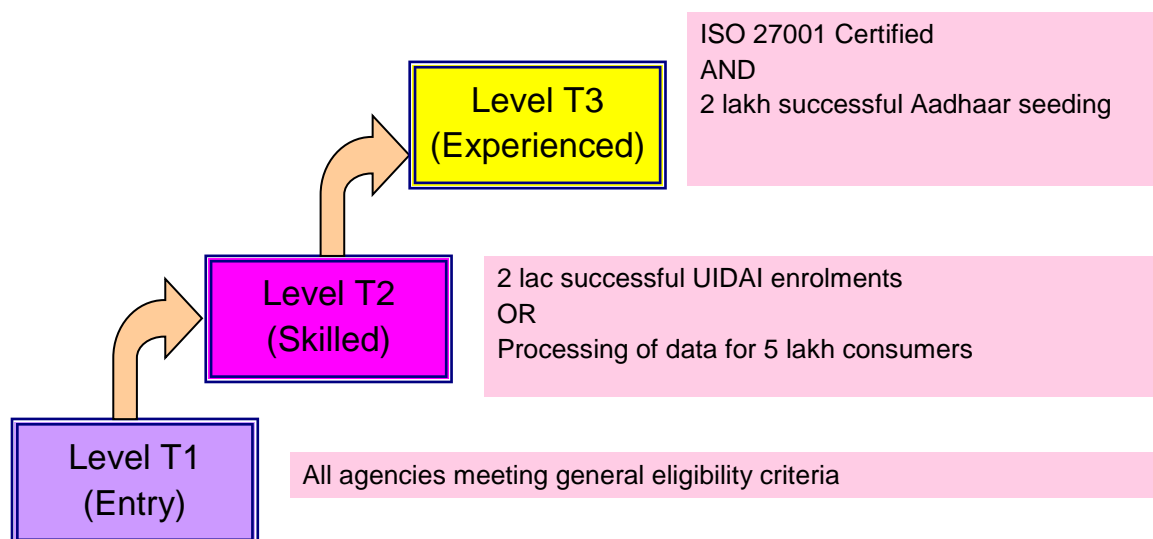


Fig 1: Snapshot of Technical Capability Levels and Criteria

4.2.2 Financial Capacity

The Financial Capacity of a seeding agency shall be assessed at 4 Tiers based on the Net Worth/ Grants in Aid/ Turnover of the organization, as given below. However, the Net Worth/ Grants in Aid/ Turnover of only the Prime Agency shall be considered in case of a Consortium. The Financial Capacity shall determine the bid capacity of the organization.

To enable a rational classification system based on the nature of organizations, the organizations are categorized into Commercial organizations and NGOs/ Not-for-Profit organizations. For the Commercial organizations, the Net worth is taken as the parameter indicating financial capacity and for the NGOs/Not-for-Profit organizations, Grants-in-aid/ Turnover is taken as the parameter for indicating financial capacity.

The financial capacity classification of commercial organizations is based on Net Worth. Net worth means the difference between the asset and the liability.

I Tier F1:

Commercial Organizations (Prime Agency in case of consortium) which have a Net worth greater than INR 50 Lakhs as of 31.03.2013 shall be eligible for 'Tier F1' empanelment.

NGOs/ Not-for-Profit Organizations which have an average annual turnover/ Grants-in-aid greater than INR 50 Lakhs for the previous three financial years 2010-11, 2011-12, 2012-13 shall be eligible for 'Tier F1' empanelment.

II Tier F2:

Commercial Organizations which have a Net worth greater than INR 2 Crores as of 31.03.2013 shall be eligible for 'Tier F2' empanelment.

NGOs/ Not-for-Profit Organizations which have an average annual turnover/ Grants-in-aid greater than INR 2 Crores for the previous three financial years 2010-11, 2011-12, 2012-13 shall be eligible for 'Tier F2' empanelment.

III Tier F3:

Commercial Organizations which have a Net worth greater than INR 5 Crores as of 31.03.2013 shall be eligible for 'Tier F3' empanelment.

NGOs/ Not-for-Profit Organizations which have an average annual turnover/ Grants-in-aid greater than INR 5 Crores for the previous three financial years 2010-11, 2011-12, 2012-13 shall be eligible for 'Tier F3' empanelment.

IV Tier F4:

Commercial Organizations which have a Net Worth greater than INR 10 Crores as of 31.03.2013 shall be eligible for 'Tier F4' empanelment.

NGOs/ Not-for-Profit Organizations which have an average annual turnover/ Grants-in-aid greater than INR 10 Crore for the previous three financial years 2010-11, 2011-12, 2012-13 shall be eligible for 'Tier F4' empanelment.

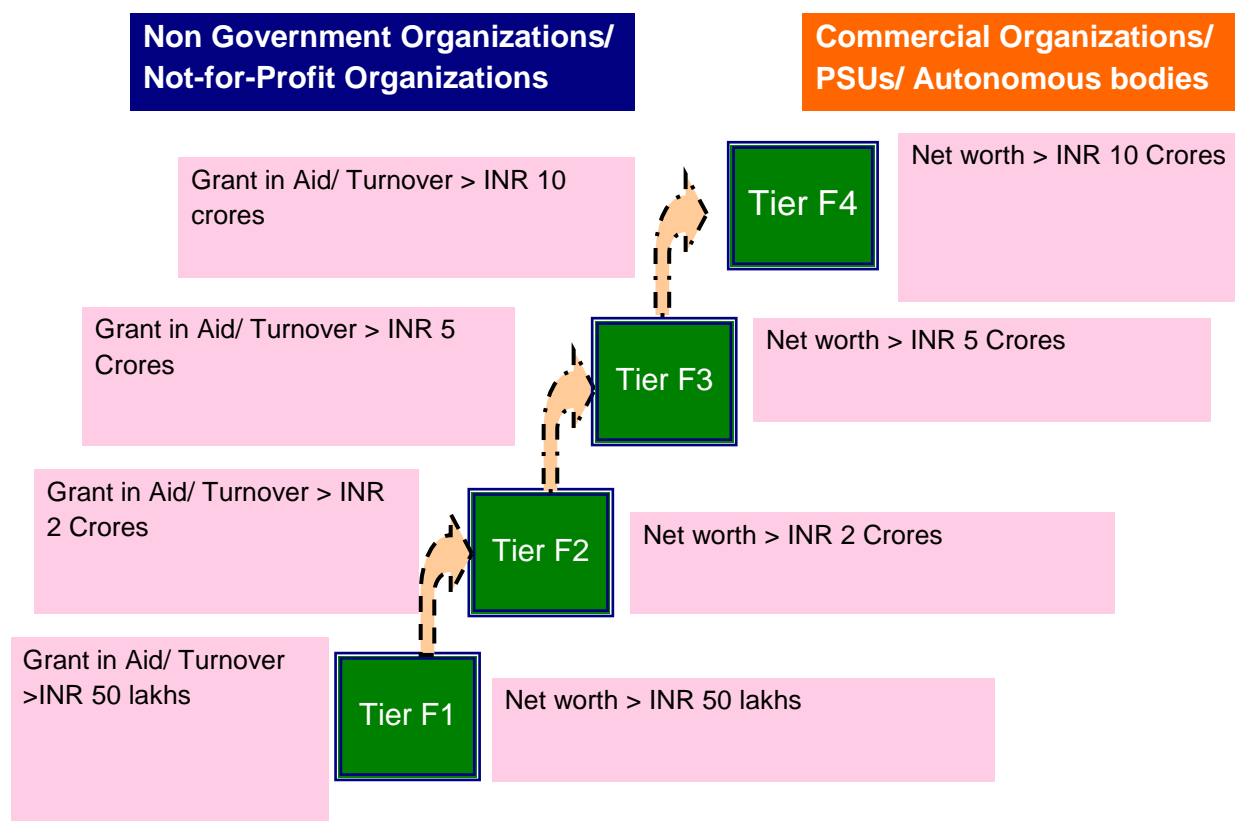


Fig 2: Snapshot of Financial Capacity Tiers

4.2.3 Salient points for Empanelment

- Bidder shall select between Level T1 to T3, based on its technical capability
- Bidder shall select between Tier F1, Tier F2, Tier F3 and Tier F4 based on its financial capacity (Prime Bidder in case of consortium) and shall mention the names of the States/UTs in which the Bidder is interested in undertaking seeding work in the Application Form
- It may be noted that evincing interest in a particular State does not in any way guarantee the allocation of seeding work in that State either in part or in whole. The discretion of work allocation within a State lies solely with the respective Registrar.
- Consortium partners' experience shall be evaluated only for assessment of Technical Capability and shall not be considered for assessment of Financial Capacity of the Bidder

5 Seeding Paradigm

5.1 Aadhaar Enabled Service Delivery

Applications that use Aadhaar authentication to identify and authenticate the resident as part of their service delivery are referred to as Aadhaar-enabled applications. The usage of Aadhaar enabled applications for service delivery is broadly referred to here as “Aadhaar Enabled Service Delivery”.

UIDAI offers a range of authentication services that enable a resident to authenticate oneself by providing relevant identity information such as demographics, biometrics, and One Time Pin (OTP). Aadhaar enabled applications primarily use electronic systems to deliver services. These applications are expected to be used in government as well as other sectors. The draft electronic services delivery bill envisions the migration of manual-based public services to efficient, automated electronic delivery of services over time. Aadhaar enables secure, scalable identity management platform for these electronic services as they get implemented.

Aadhaar aims to provide an identity infrastructure for delivery of various social welfare programs and for effective targeting of these services. While welfare is the prime focus of Aadhaar, it can also be utilized by other enterprises and service providers such as banks, telecom companies and others for improving their service delivery.

Aadhaar in service delivery is primarily aimed at revolutionizing identity authentication and also financial payments.

5.2 Seeding Concept

Aadhaar seeding is a pre-requisite to Aadhaar Enabled service delivery. Aadhaar seeding is a process by which UIDs of consenting residents are included in the service delivery database of service providers for enabling Aadhaar based authentication during service delivery.

As an example, MNREGA will require authentication before pay out therefore in such a scenario, it will be essential to map UID of the resident with MNREGA Job Card number and other demographic information. Similarly, banks and insurance carriers may want to map Aadhaar numbers of all their customers to their account numbers in their database.

5.3 Why Aadhaar Seeding is required

Going forward, Aadhaar will form the basic, universal identity infrastructure over which government and other service providers across the country will be able to build their identity-based applications. These features in turn are expected to serve a developmental mandate to potentially achieve multiple transformational benefits of development and equitable growth through:

1. Proper identification leading to better targeting of development schemes provided by government and private sector

2. Ensuring that all fake, duplicate and ghost records are weeded out from databases so that leakages resulting from such records are plugged.
3. Increased reach and efficiency in delivering many goods and services like PDS, banking and financial services, telecom, health, insurance, education etc.
4. No repeated KYC checks for residents

5.4 Channels for Seeding

Seeding mechanism could be of many types referred to here as 'channels' which provide the source of seeding of consenting UID holders such as Physical (e)Aadhaar Letters, Secure Channels such as IVRS, Registered Mobile Numbers, SMS or web based self-seeding / assisted seeding, manual seeding at point of service etc.

Table 1: Capture Channels

Channel	Description
Document Collection at touch points	Residents hand over copies of Aadhaar letter and registration form to the service provider E.g.. Ration shop/ PDS).
SMS	Residents send a SMS containing the Aadhaar number and registration number to the service provider E.g. UPD <Aadhaar Number> <Ration Card Number> is sent to a number 59999 (illustrative only)
Operator assisted update @ touch points	Service provider enables direct seeding of Aadhaar number at resident touch points where residents are expected to come along with supporting documents – Aadhaar letter/ Aadhaar number with optionally other PoI and/or PoA and Beneficiary id (such as bank account no.) / service registration document (such as pass book, ration card).
Email	Similar to the SMS based approach, Citizen sends an email in a pre-defined format along with scanned copies of supporting documents as attachments
Post/ Courier	Similar to Document collection approach, however in this case collection of documents happens through post/ courier
IVR	A telephone based IVR application that captures Aadhaar number and Registration number in an interactive manner.
Self-service Web Portal	Service Provider may open up a web portal for residents to update their Beneficiary Identifier Number / Account Number, along with Aadhaar number

5.5 Challenges in Seeding

It is important to understand the common challenges during seeding so that necessary precautions can be taken during planning. Seeding agencies are expected to offer solution to these challenges as services to their client. Below are some of the challenges that seeding team should be aware of and develop necessary processes/ workarounds to overcome them.

It is also important to note that the challenges being described in this section cover the overall picture comprising of various service delivery databases across many states as well as multiple seeding initiatives using varied channels being undertaken and so some of those are generic while others are specific to a particular channel.

1. Availability and quality of beneficiary data in Service Delivery databases

Beneficiary databases have data quality issues. The most common data quality issues are errors in the data such as misspelt names/ wrong date of births, out of date addresses etc. Databases of service providers have following common issues:

- Data is not available in electronic form (only physical records)
- Physical records are distributed across multiple sources (such as district-wise etc.) with duplication within and across sources
- Missing fields of KYR or photo data

2. Language of Beneficiary data in Service Delivery databases

Many service delivery databases in States are in the local language. However the software tools that compare the UIDAI KYR data to beneficiary KYR data are usable only for data in English language.

3. Recording Consent of Residents

Many seeding channels require registering consent of residents and maintaining privacy of their individual data.

4. Software & Hardware Infrastructure

To expedite Aadhaar enabled service delivery, large scale seeding initiatives across multiple service delivery databases is needed. This requires fairly significant hardware and scalable high performing software, in addition to easy to use tools and availability of the data for seeding and verification in the field to multiple stakeholders.

5. Compliance with IT Act

5.6 Methods and Tools

Aadhaar seeding has three key aspects:



Capture Seeding Request

A Seeding Request is a submission of an Aadhaar number and corresponding Beneficiary-ID to be linked in the relevant Service Delivery System. Beneficiary ID means identities such as Ration Card Numbers, LPG Consumer Numbers, MNREGA Job Card Numbers, Bank Account Numbers etc. Service Delivery System means existing systems where beneficiary databases are maintained by service providers such as PDS (Public Distribution System owning Ration Delivery), OMC (Oil Marketing Companies owning LPG Delivery), Banks (BOI, SBI, ICICI) etc.

Capturing a seeding request involves:

- *Connecting with residents using various channels*

At resident touch-points E.g. Bank Branches etc.; Self-service channels E.g. Online portal, SMS etc.; Camps; Door-to-Door campaigns. Various capture channels are explained in *Table 1: Capture Channels*.

- *Collect UID numbers and beneficiary id/ program ID*

Verification of Request

Purpose of verification a seeding request is to ensure that only a valid and specified Aadhaar number gets linked with the beneficiary id. The process involves comparing the demographic details available in service provider's records with the demographic details associated with the Aadhaar number provided for seeding. Following UIDAI services can be leveraged to perform validation of a seeding request:

- E- KYC
- Demographic Authentication
- Bio- metric Authentication

Details of these services are available on UIDAI web site.

Link Aadhaar

Link Aadhaar number and beneficiary ID implies saving/ recording validated Aadhaar number and beneficiary ID pair in the database/records of the service provider.

A maker – checker concept has to be followed in the seeding process. Capture and Validation activities must be done by the different operators.

The tools/ framework provided by UIDAI will enforce that operators are authenticated online and to check that they are certified to do the seeding activities. The tools will also maintain the audit trail of all the activities done using the seeding framework.

5.7 Seeding Framework

The objective of “Seeding Framework” is to provide a comprehensive framework recommending a set of methods (using process flows and tools) for linking (seeding) Aadhaar numbers to existing beneficiary identities such as Bank Account Numbers, Ration Card Numbers, LPG Consumer Numbers, MNREGA Job Card Numbers, and Scholarship Student IDs etc.

The framework source code would be available at developer portal of UIDAI as an Open Source Software. Any beneficiary identity (Organization)/ Seeding Registrars such as Banks, OMC and PDS etc. can download the source code, customize and configure it to use it as a standalone web application.

6 Role of Seeding Agencies

The seeding agencies will provide various services and resources to seeding registrars to accomplish seeding of Aadhaar number in their database. The role of the Seeding Agency (SA) includes the following:

1. Recruitment and training of operators; and ensuring operator certification by UIDAI empanelled certifying agency. In addition to Operators, the SA would also need to recruit Supervisors and Technical Personnel to support operations.
2. Set up and provide the required user end IT infrastructure which includes - computers, peripherals, biometric device, Connectivity, Power backup etc.
3. Setup and provide Non- IT infrastructure E.g. Office space and related Infrastructure required to perform seeding
4. Use the seeding framework provided by seeding registrar to perform the Aadhaar seeding in the Seeding Registrar's database
5. Perform the Aadhaar seeding as described in section 5
6. Submit documents, provided by the citizens in support of their seeding requests and provide requisite MIS reports to the Seeding Registrar

6.1 Hire Manpower for Seeding

6.1.1 Hiring Manpower

The Seeding Agency shall hire manpower to perform the seeding functions as per the agreement and guidelines prescribed by seeding registrars.

- i. Team Members: The seeding agency shall hire manpower to execute Aadhaar seeding activities as per the criteria provided below
 1. The minimum educational qualification of the team member should be 10+2
 2. The team member should have a basic understanding of operating a computer and should be comfortable using the computer.
 3. The Team Member should have undergone training on the various equipment and gadgets used in the seeding activities.
 4. The team member must have obtained certificate by passing the seeding operator test conducted by the UIDAI authorized testing and certification agencies (TCAs)

6.2 Privacy & Security

Seeding agencies will be responsible for maintaining confidentiality of the information & data that they will be handling while performing seeding activities. Seeding agencies must

ensure that Information and data is kept in a very secure and confidential manner and under no circumstances; they shall use the data themselves nor part with the data to any other agency other than the client (seeding registrar). Mechanisms to ensure the same have to be put in place by the seeding agency and shall be subject to audit by UIDAI/ its representative from time to time. The agency will need to be compliant with related provisions of the IT Act.

7 Process of Empanelment

7.1 How to Apply for Empanelment with UIDAI

UIDAI will publish this document on their website uidai.gov.in (under tenders section) for the benefit of interested parties to empanel with UIDAI. The following is a description of the procedure for submission of application:

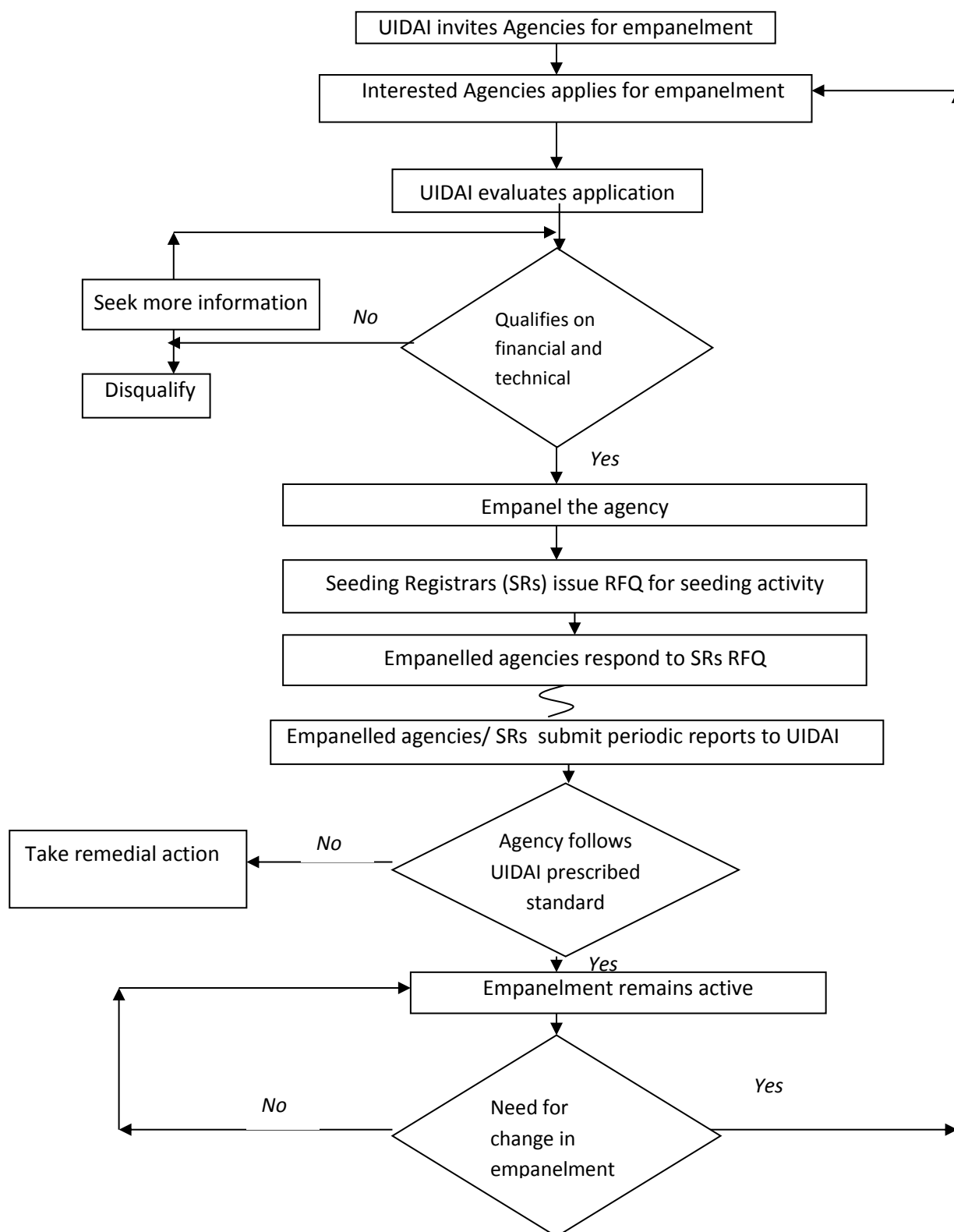
- a) Interested parties are required to read the document completely to ascertain that they fulfil all the eligibility criteria.
- b) Fill the Application Form completely in the specified format as given in Annexure II; applications with incomplete/ ambiguous information and supporting documents will be rejected and no correspondence will be entertained in this regard.
- c) The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
- d) Please write 'APPLICATION FOR EMPANELMENT OF SEEDING AGENCIES' and the name of the applicant on the outer envelope.
- e) Two hard copies (one ORIGINAL and one COPY) of the Request for Empanelment as well as 2 CDs containing the Request for Empanelment should be submitted to the **Assistant Director General (Auth), UIDAI Office, Planning Commission, Govt. of India (GoI), 9th Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001 on or before 10.07.2014 – 1500 Hrs.**

7.2 Pre Application Queries and Pre-Bid Conference

The prospective bidder, requiring any clarification on empanelment may write the same in the form of a query to UIDAI by email sent to yashwant.kumar@uidai.net.in. Each bidder may send a maximum of 5 queries in the format given in Annexure III. Please write QUERY ON EMPANELMENT in subject line. UIDAI shall attempt to provide responses to all such queries. The Pre Application Queries must be received on or before 23.06.2014, 1700 Hrs.

A Pre-Bid Conference shall be conducted on in New Delhi. Interested bidders should visit the UIDAI website for the venue and time of the Pre-Bid Conference and should register themselves for this meeting by sending email to yashwant.kumar@uidai.net.in by 20.06.2014, 1700 Hrs. Only registered participants carrying printout of the email shall be allowed to participate in the Pre-Bid Conference.

7.3 Flow Chart for the Empanelment Process



7.4 Fees for Request for Empanelment

The RFE is available to be downloaded online, free of cost. However at the time of submission of RFE, bidders are required to pay INR 1,000 /- (Rupees One Thousand Only) towards Request for Empanelment Fees in the form of Demand Draft drawn in favor of "PAO, UIDAI, New Delhi" payable at New Delhi. This RFE Fees should be included along with the Application in a separate cover and this fee is Non-Refundable.

Alternatively, the bidders may purchase the hard copy of the Request for Empanelment from the UIDAI office against payment of INR 1,000 /- (Rupees One Thousand Only) in the form of Demand Draft drawn in favor of "PAO, UIDAI, New Delhi" payable at New Delhi. These bidders are not required to furnish this fee again at the time of RFE submission.

The empanelment shall be valid for duration of two years subject to compliance of all requirements. Extension of empanelment and related fee, if any will be decided by UIDAI in due course.

"The selected applicants shall be required to furnish an unconditional and irrevocable bank guarantee equivalent to INR 200,000 (Rupees two lakh only), from a scheduled commercial bank in India valid for the entire period of empanelment. The Bank Guarantee shall be drawn in favour of PAO, UIDAI, New Delhi. The Bank Guarantee should be submitted within 30 days of the date of communication of the award and acceptance of the empanelment as Seeding Agency with UIDAI."

7.5 List of Document to be submitted as part of Proposal

- a. Covering Letter for empanelment as given in Annexure I of this RFE
- b. Application Form as given in Annexure II of this RFE and all associated supporting documents
- c. All mandatory documents as given in Section 4.1 of this RFE
- d. Fees for Request for Empanelment
- e. ISO 27001 Certification, if proposal is for T3 category
- f. Work Order + Completion/phase completion Certificates from the client; Or Certificate from the client certifying the experience

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

7.6 Evaluation for Empanelment based on Scheme

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

Evaluation for empanelment involves the assessment of the applicant organization through documentary evidence for its nature of business, stated competence, financial turnover and organization background and its suitability for UIDAI seeding activities. This stage of evaluation requires all the documents listed in section 7.5.

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

7.6.1 Evaluation for Empanelment at Level T1

Evaluation for empanelment at Level T1 involves the assessment of the applicant organization through documentary evidence. This stage of evaluation requires all the documents listed in section 7.5.

7.6.2 Evaluation for Empanelment at Level T2

Evaluation for empanelment at Level T2 involves the assessment of the applicant organization through documentary evidence. This stage of evaluation requires following:

1. All the documents listed in section 7.5.

Organizations (single agency/ consortium) which are already into the business of undertaking UIDAI enrolments provided the organization has completed 2 lakh UIDAI enrolments in the last 24 months. Experienced organizations should provide client certifications to this effect as part of the Application Form and should satisfy all the general eligibility criteria as given in Section 4.1

Or

Organizations (single agency/ consortium) which are already into the business of undertaking projects involving data collection and electronic processing of consumers, provided the organization has completed processing of data for 5 lakh consumers in the last 24 months. Experienced organizations should provide client certifications to this effect as part of the Application Form.

On successful verification, the organization will get empanelled at Level T2 status.

7.6.3 Evaluation for Empanelment at Level T3

Evaluation for empanelment at Level T3 involves the assessment of the applicant organization through documentary evidence. This stage of evaluation requires following:

1. All the documents listed in section 7.5.
2. ISO 27001 certification
3. Organizations (single agency/ consortium) which are already into the business of undertaking Aadhaar seeding, provided the organization has completed 2 lakh

seeding in the last 24 months. Experienced organizations should provide client certifications to this effect as part of the Application Form.

7.7 Evaluation for Empanelment based on Financial Capacity

The Seeding Agencies shall be empanelled under Tiers F1, F2, F3 or F4 based on the Net Worth (for Commercial Organizations) as on 31 March 2013 OR Annual Turnover/ Grants-in-Aid (for NGOs/ Not-for-Profit Organizations) in the previous three financial years. On a periodic basis, empanelled seeding agencies may progress to a higher tier upon achievement of the requisite Net worth/ annual turnover and submission of relevant documents (Auditor Certified Financial Statements or Auditor's certificate) to UIDAI.

7.8 Award of Empanelment

After scrutinizing the complete details, UIDAI will empanel the bidders indicating their level of technical and financial capability. The empanelled agencies will be issued a letter of agreement which will also include the terms and conditions of the empanelment. An indicative format of the letter of agreement and terms and conditions of the empanelment has been provided in Annexure V of this document.

7.9 Disqualifications

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

- a) Submitted the application after the response deadline
- b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
- c) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years
- d) Submitted a proposal that is not accompanied by required documentation or is non-responsive
- e) Failed to provide clarifications related thereto, when sought
- f) Prosecuted for corrupt and fraudulent practices in any court of law
- g) Blacklisted by any Government of India / State / UT Government
- h) The empanelled agencies for seeding project of the UIDAI will not be eligible to participate or undertake the Testing and Certification or audit work component of UID project
- i) The empanelled agencies may not be allowed to take up both the Seeding and Verification for the same project

7.10 Termination or cessation of Empanelment

The Seeding Agency's association with UIDAI may be terminated due to the following:

- a) Evidence of sub-contracting of seeding work
- b) Usage of biometric devices which are not certified by UIDAI
- c) Deploying seeding Operators who are not tested and certified by UIDAI for performing seeding functions
- d) Mismanagement of the seeding centres
- e) Non-provision of necessary infrastructure at the seeding centres
- f) Unsatisfactory performance/ erroneous seeding
- g) Information provided to UIDAI is found to be incorrect
- h) Non co-operation during audits by UIDAI empanelled auditing agencies
- i) Misbehaviour with the citizens
- j) Any corrupt practices

8 Post Empanelment Process and Award of Work

8.1 Compilation of Database of Empanelled Seeding Agencies

1. Upon completion of the RFE process, UIDAI will intimate successful applicants. The successful Applicants will have to submit the acceptance of offer of empanelment (as per annexure V) along with the Bank Guarantee, as detailed in section 7.4, within 30 days of Letter of agreement.
2. Upon completion of the RFE process, the UIDAI will compile a database of all the eligible and qualified Seeding Agencies (SA) and categorize them as per the classification described above.
3. The database shall also contain all the relevant details in terms of key information parameters of each SA. The table below shows an indicative model of the database that will be maintained by the UIDAI.

List of Empanelled Agencies for Seeding by UIDAI									
S. No	SA ID	Name	Single/ Consortium	Technical Tier (T1/T2/T3)	Financial Tier (F1/F2/F3/F4)	Preferred States	Validity date of empanelment	Contact Name Designation	Address and other contact details

Table: Indicative Database of Key Information Parameters for SAs

4. The UIDAI will make available the database of all empanelled seeding agencies (as per the indicative format and details shown above) to Seeding Registrars who wish to engage seeding agencies for UID seeding work. Using the above information, the Seeding Registrars will be able to access details of the technical capability and bid capacity for the seeding agencies.
5. The information contained in this database shall be subject to revision at frequent intervals based on updated information provided by SAs and Seeding Registrars
6. The procedures and guidelines for the availability, access, maintenance, and usage of the empanelment information database shall be laid down by the UIDAI in due course of time.

8.2 Award of Work to Empanelled SAs

1. Registrars may choose to identify prospective SAs from the empanelled list based on the classification, and invite a limited tender for Request for Quotation (RFQ) calling for commercial quotes to undertake the UID seeding work in specified locations. Seeding Registrars may also choose to modify the scope of work for the SA, based on the specific seeding requirements
2. The Seeding Agencies may note that for the same project, the Registrar is likely to float one RFQ for the work of capturing seeding request and another RFQ for the work of verifying and linking seeding requests. The same agency may not be allowed to bid for both if it gets selected as L1 for either one of the activity.
3. Alternatively, Registrars may also opt for issuing a separate Request for Proposal (RFP), based on a model RFP template provided by UIDAI, and invite fresh bids from interested parties. **The RFP in such a case may not be limited to the empanelled SAs.**
4. In either of the above cases, selected SA(s) will be required to sign a contract agreement with the Seeding Registrar for undertaking seeding work in specified locations.
5. Empanelled seeding agencies shall increase their chances of being awarded seeding work by achieving higher levels of technical capability.
6. SAs will not be required to sign any contract with UIDAI, either upon empanelment or award of work from a Seeding Registrar.

9 General Terms & Conditions

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

9.1 Nativity:

The organization must be registered in India.

9.2 Relationship:

- a) Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the 'UIDAI and 'the applicant. No partnership shall be constituted between UIDAI and the applicant by virtue of this Empanelment nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other Empanelment a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.
- b) Neither party shall use the other parties name or any service or proprietary name, mark or logo of the other party for advertising or promotional purpose without first having obtained the other party's prior written approval.

9.3 Right to accept the application:

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

9.4 No obligation:

Empanelment with UIDAI does not guarantee that any or all applicants shall be invited to bid for, or be awarded any project / assignment as a result of this empanelment.

9.5 Performance Assessment:

SA's performance will be assessed during the execution of the project / assignment and any deficiencies and short-falls will be dealt with in accordance of the contract terms associated with the project / assignment.

Erroneous seeding may result in cancellation of empanelment or the seeding operator may be debarred or both.

9.6 Fraud and Corruption:

UIDAI requires that the seeding agencies empanelled through this process must observe the highest standards of ethics during the performance and execution of the awarded contract(s). The following terms apply in this context:

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

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

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

9.7 Governing Language:

All contracts and documents shall be written in English Language.

9.8 Applicable Law:

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

9.9 Legal Jurisdiction:

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

9.10 Duration of Empanelment:

The empanelment under the scheme is for a period of two years, unless the seeding agency is de-empanelled on account of poor performance, non-adherence to UIDAI processes, consistent bad quality of seeding etc. as evidenced from audit reports.

9.11 Frequency of Empanelment Process:

UIDAI shall open the empanelment as and when needed by UIDAI so as to include new players and exclude those whose performance is not satisfactory. The performance shall be based on the periodic audit process to be done by UIDAI authorized audit agencies.

9.12 Advertising and Promotion:

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

9.13 Indemnity:

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

9.14 Termination / Withdrawal:

- a. Without prejudice to any other right or remedy it may have, either party may terminate this Agreement at any time by giving one month advance notice in writing to the other party.
- b. UIDAI reserves the right to withdraw/ terminate empanelment of applicant in any of following circumstances:
 - I. Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization

- II. Information provided to UIDAI is found to be incorrect
- III. Empanelment conditions are not met within the specified time period
- IV. Significant changes to the organization or in the course being conducted are not notified to UIDAI
- V. Audit / Surveillance visits by UIDAI are not facilitated
- VI. Conditions arising from audit/surveillance visits are not met within the specified time period
- VII. Misleading claims about the empanelment status are made

9.15 Conflict of Interest:

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

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

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

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

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

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

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

9.16 Only one application:

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

9.17 Amendment:

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

9.18 Disqualification:

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

- I. Submitted the application after the response deadline
- II. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
- III. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years
- IV. Submitted an application that is not accompanied by required documentation or is non-responsive
- V. Failed to provide clarifications related thereto, when sought
- VI. Submitted more than one application
- VII. Was blacklisted by the Government of India/ States/ UT Government/ PSU

9.19 Right to Inspect and Audit:

UIDAI shall have the right to:

- I. Carry out any inspection, background checks, audits of the empanelled agencies
- II. Verify any allegations made by/ made against the agencies
- III. Carry out scheduled/ un-scheduled visits, to any of the centres/ stations manned by the agencies, by authorized officials/ nominated agencies
- IV. Oversee the processes and operations of the agencies

9.20 Disclaimer:

- I. This Request for Empanelment (RFE) is not an offer by the UIDAI, but an invitation to receive responses from eligible interested applicants for Empanelment of Seeding

Agencies to undertake seeding assignment. UIDAI will empanel such applicants who fulfil the eligibility criteria for awarding such work by various Seeding Registrars. No contractual obligation whatsoever shall arise from the RFE process.

- II. The RFE evaluation shall be strictly based on the information and supporting documents provided by the applicants in the application submitted by them. It is the responsibility of the applicants to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by UIDAI is not provided by applicant, UIDAI shall proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

10 Annexure I – Covering Letter

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

To,

Deputy Director General,

Unique Identification Authority of India (UIDAI),

Planning Commission, Govt. of India (GoI),

3rd Floor, Tower II, Jeevan Bharati Building,

Connaught Circus, New Delhi – 110001.

Dear Sir,

Ref: Request for Empanelment (RFE) Notification dated <Insert Date>

1. Having examined the RFE document, we, the undersigned, herewith submit our response to your RFE Notification dated <Insert Date> for Empanelment of Seeding Agencies under UID Project, in full conformity with the said RFE document. (in case of consortium, the names of the consortium partners shall be provided here)
2. We have read the provisions of the RFE document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our RFE shall not be given effect to.
3. We agree to abide by this RFE, consisting of this letter, the detailed response to the RFE and all attachments, for a period of 120 days from the closing date fixed for submission of proposal as stipulated in the RFE document.
4. We hereby declare that we have not been blacklisted by any Central/ State/ UT Government/ PSU.
5. We hereby declare that we have not been charged with any corrupt or fraudulent activities by any Central/ State/ UT Government.
6. We hereby declare that all the information and statements made in this RFE are true and accept that any misrepresentation contained in it may lead to our disqualification.
7. We understood that UIDAI is not bound to short-list / accept any proposal received in response to this RFE.
8. We understood that Empanelment with UIDAI does not guarantee that every / any of the applicants shall be invited to bid for, or be awarded a project / assignment.

9. In case we are empanelled as a Seeding Agency, we shall provide any assistance/ cooperation required by UIDAI appointed auditing agencies/ UIDAI officials for performing their audit and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of empanelment.

10. In case we are empanelled as a Seeding Agency, we agree to abide by all the terms & conditions of the Letter of agreement that will be issued by UIDAI.

Our correspondence details with regard to this RFE are:

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

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

Sincerely,

[Applicant's Name with seal]

Name:

Title:

Signature:

Date:

11 Annexure II – Application Form

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

7	<p>In case of NGO/ Not for Profit, please provide the following information (include details of each consortium member also separately)</p> <p>a) Principal field(s) of activity/operation</p> <p>b) Principal sources of funding</p> <p>c) Managing Committee/ Governing Body/ Office Bearers</p>												
8	Contact Name, Designation, Address, Email & Phone numbers												
9	Net Worth of the Single Agency/ Prime Agency as on 31 March 2013, in case of a Private/ Commercial organization/ PSU/ Govt. Company/ Autonomous Body, duly certified by the Statutory Auditor.												
10	Turnover of Single Agency/ Prime Agency in the previous three financial years in case of Private/ Commercial organization/ PSU/ Govt. Company/ Autonomous Body, duly certified by the Auditor and as evidenced from the provided Financial Statements	<table border="1"> <thead> <tr> <th>Financial Year</th><th>Turnover in (INR Lakhs)</th></tr> </thead> <tbody> <tr> <td><Insert Year 1></td><td></td></tr> <tr> <td><Insert Year 2></td><td></td></tr> <tr> <td><Insert Year 3></td><td></td></tr> </tbody> </table>	Financial Year	Turnover in (INR Lakhs)	<Insert Year 1>		<Insert Year 2>		<Insert Year 3>				
Financial Year	Turnover in (INR Lakhs)												
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11	Turnover/ Grants in Aid of Single Agency/ Prime Agency in the previous three financial years in case of NGO/ Not-for-Profit, duly certified by the Auditor	<table border="1"> <thead> <tr> <th>Financial Year</th><th>Turnover in INR Lakhs(A)</th><th>Grants -in-Aid in INR Lakh(B)</th><th>Total (A +B)</th></tr> </thead> <tbody> <tr> <td><Year 1></td><td></td><td></td><td></td></tr> </tbody> </table>	Financial Year	Turnover in INR Lakhs(A)	Grants -in-Aid in INR Lakh(B)	Total (A +B)	<Year 1>						
Financial Year	Turnover in INR Lakhs(A)	Grants -in-Aid in INR Lakh(B)	Total (A +B)										
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<Year 2>										
<Year 3>										
12	Locations where the organization and consortium members has offices:									
13	Service Tax Number/ VAT Number/ PAN Number									
14	Number of Employees of the organization and consortium members									
15	<p>In case an Organization has been empanelled as Enrolment Agency, the number of successful enrolments completed in last 2 financial years</p> <p>(Please note that Client certifications are mandatory for considering this aspect and should be provided without fail. The Project under which the enrolment was done should be mentioned clearly in the client certification)</p>									
16	Names of States/ UTs in which the Agency is interested to undertake seeding work									
17	If the organization has prior experience in seeding or verification activity, number of seeding requests handled and /or number of verification requests handled									

	(Please note that Client certifications are mandatory for considering this aspect and should be provided without fail. The Project under which the seeding was done should be mentioned clearly in the client certification)	
18	Technical Tier (T1 / T2 ,/ T3) applied for empanelment	
19	Financial Tier (F1 / F2 / F3 / F4) applied for empanelment	

The applicant should submit information in the above format and should mandatorily provide all supporting documents as required in the application form.

12 Annexure III – Pre bid queries format

S. No	Organization Name	RFE Document Reference(s)(section number/ page)	Content of RFE that require clarification	Points of clarification required
1				
2				

13 Annexure IV – Project experience citation format

S. No	Description	Data
1	Name of Bidder Organization (along with name of Prime bidder if the organization is member of consortium)	
2	Organization for which project undertaken	
3	Project Name	
4	State(s) where undertaken	
5	Nature of work	
6	Project cost	
7	Consumers serviced under the project	
8	No of manpower deployed	
9	Channels used (E.g. mobile, SMS, IVRS, QR/ Bar code or web based applications, paper forms processing and data entry)	

14 Annexure V – Format of Letter of Agreement

(Below is an indicative format of the Letter of Agreement that will be issued to the Empanelled Seeding Agencies by UIDAI, along with the terms and conditions of Empanelment.)

<Date>

To,

<Name of Empanelled Seeding Agency>

<Address>

Subject: Empanelment of Seeding Agencies by UIDAI

We are pleased to inform that you have been empanelled as a Seeding Agency (SA) by the Unique Identification Authority of India (UIDAI) for undertaking Aadhaar number seeding into beneficiary database for Seeding Registrars, as per the following Empanelment Scheme categorization:

1. Technical Capability – Level <Tx>
2. Financial Capacity – Tier <Fx>

The preferred states for seeding operations as indicated in your application are < Name of states>.

<Your consortium partner is *[name and address of the consortium partner]*>

UIDAI would like to emphasize that the assignment is very prestigious and expects that you will be able to fulfil the responsibilities entrusted to you to make the UID programme a grand success.

You are requested to send a copy of the letter along with the terms and conditions (enclosed herewith) duly signed your Authorized Signatory on all pages, as a token of your acceptance of the empanelment offer within 30 days from the date of this letter. The same is required before you take up any assignment with the Seeding Registrars.

Thanking You,

<Name [Competent Authority UIDAI]>

< Designation >

<Seal>

Enclosure: Terms and Conditions of Empanelment

TERMS AND CONDITIONS OF EMPANELMENT

1. Purpose

Empanelment of Seeding Agencies (SA) for undertaking Aadhaar number seeding into beneficiary database for Seeding Registrars

2. Name of Empanelling Authority

Unique Identification Authority of India (UIDAI)

3. Period of Empanelment

The period of empanelment is for **2 year** from the date of issuance of the empanelment letter.

4. Relationship

- a) Empanelment shall not be construed as relationship of master and servant or of principal and agent as between the 'UIDAI and Empanelled Seeding Agency (SA). No partnership shall be constituted between UIDAI and the SA by virtue of this empanelment nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other Empanelment a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.

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

5. Termination/ Cancellation of Empanelment

UIDAI reserves the right to terminate Empanelment of an SA or/and invoke bank guarantee due to any of the reasons mentioned hereunder:

- I. Submission of false particulars/ fake documents for securing empanelment.
- II. Evidence of sub-contracting of seeding work
- III. Consistent poor quality of seeding
- IV. Usage of biometric devices which are not certified by UIDAI
- V. Deploying Enrolment Operators who are not tested and certified by UIDAI for performing seeding functions
- VI. Unsatisfactory performance
- VII. Information provided to seeding registrars or UIDAI is found to be incorrect
- VIII. Non co-operation during audits by UIDAI empanelled auditing agencies
- IX. Conditions arising from audits are not met within the specified time period;
- X. Misleading claims about the empanelment status are made
- XI. Misbehaviour with the citizens
- XII. Any corrupt practices
- XIII. Any other reasons deemed fit by the UIDAI for termination/ cancellation of empanelment

6. Renewal and Updates to Empanelment

The empanelment shall be valid for duration of two years subject to compliance of all requirements. Extension of empanelment and related fee (if any) will be decided by UIDAI in due course.

7. Fraud and Corruption

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

8. Advertising and Promotion

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

9. Indemnity

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

10. Conflict of Interest

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

- I. The SA and any of its affiliates/ consortium members/ personnel/ that has a business or family relationship with a member of the UIDAI's staff who is directly or indirectly involved in any part of the preparation of the Terms of Reference of the project/ assignment, or the selection process for such project / assignment
- II. SA shall have an obligation to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of the UIDAI, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Agency or the termination of its Empanelment.

- III. SA shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this application and during execution of the assignment if the applicant is awarded the Empanelment.
- IV. The empanelled SA will not be eligible to participate or under-take any activities related to the Testing and Certification or Audit work component of UID project.

11. Sub-contracting

Private Companies, Public Limited Companies, PSUs, Semi-Government Organizations, NGOs and Not-for-Profit Organizations shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this empanelment scheme and the ensuing contracts with the Seeding Registrars.

However Government Organizations may franchise Seeding work to CSCs/ Local Government bodies.

12. Rights of Use

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

13. Right to Inspect and Audit

UIDAI shall have the right to:

- I. Carry out any inspection, background checks, audits of the empanelled seeding agencies
- II. Verify any allegations made by/ made against the seeding agencies
- III. Carry out scheduled/ un-scheduled visits to any of the centres/ stations manned by the seeding agencies by authorized officials/ nominated agencies
- IV. Oversee the processes and operations of the seeding agencies

14. Intellectual Property Rights

UIDAI reserves intellectual property rights of all processes, standards, software, documents, training content or other material, being provided to the SA for performing its duties and obligations towards seeding of Aadhaar number in to beneficiary database.

15. General

- I. The terms and conditions of this empanelment between UIDAI and SA shall be treated as confidential and shall not be disclosed without the prior permission of UIDAI. However, this information may be disclosed to person or body with legal right to know the information.
- II. All contracts and documents shall be written in English language
- III. No variation to this empanelment letter shall be effective unless and until accepted in writing by authorized signatories of both parties.
- IV. The interpretation validity, and performance of this document, shall be governed in all respects in accordance with the Indian Laws and the parties hereto hereby submit to the exclusive jurisdiction of Delhi courts.
- V. The SA may be representing the Seeding Registrar and UIDAI post selection and appointment by the Seeding Registrar. Any work as and when required for smooth and timely execution of the project may be supported by the SA. Seeding Registrar and UIDAI may make all possible efforts to provide support and help to the extent possible; however the final responsibility of the same may rest with the SA.

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

Sign:

Company Seal:

Name:

Date:

15 Annexure-VI – Letter of Bank Guarantee

Dear Sirs,

Guarantee No. _____

Amount of Guarantee _____

Guarantee cover from _____

Last date for lodgement of claim _____

This Deed of guarantee executed by the (name of Bank) having its Central Office at and amongst other places, a Branch at _____ (hereinafter referred to as 'the Bank') in favour of _____ (hereinafter referred to as 'the Beneficiary ') for an amount not exceeding Rs _____ (Rupees _____) at the request of _____ (hereinafter referred to as 'the Contractor/s').

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. _____ (Rupees _____) and the Guarantee shall remain in full force up to _____ (Date of expiry) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before the _____ (last date of the claim)

BANK GUARANTEE

To

(name and address of purchaser)

Dear Sir,

BANK GUARANTEE

WHEREAS

.....(Organization name), a legal entity registered under the _____ Act, _____ having its registered and corporate office at, hereinafter referred to as "our constituent", Which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), accepts the letter of agreement dated _____ (Herein after, referred to as "agreement") with (name of the purchaser) as detailed in the said agreement.

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

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

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

Notwithstanding anything to the contrary, as contained in the said agreement, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to

the terms and conditions of the said agreement, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

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

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

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

We hereby expressly waive all our rights:

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

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

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

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

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

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

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

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

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

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

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

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

Notwithstanding anything contained herein:

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

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

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

Dated _____ this _____ day _____ 2008

Yours faithfully,

For and on behalf of the _____ Bank,

(Signature)

Designation

(Address of the Bank)

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

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