



Unique Identification Authority of India (UIDAI)

REQUEST FOR PROPOSALS

FOR

Field Coaching Service for Aadhaar Field
Performance Coaching (AFPC) Program

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Section 1: Letter of Invitation

Unique Identification Authority of India (UIDAI),

Date: 09/09/2011

Planning Commission, Govt. of India (GoI),
1st Floor, Tower I, Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001

Dear Bidder:

1. The Unique Identification Authority of India (UIDAI), invites proposals from organizations/institutions/agencies for Aadhaar Field Performance Coaching (AFPC) under UID project for a period of 1 year. More details on the scope of work and services expected from the Bidder are provided in the Section 4: Statement of Work in this RFP document. Your organization/institution is now invited to submit your proposal as per the attached RFP document.
2. Regions (states and/or UTs therein) will be allocated to organizations/institutions through the procedure described in the RFP. The Regional Offices (ROs) concerned shall award work to organizations/institutions/agencies as per the requirement
3. This RFP has been issued to training agencies for providing field coaching services. RFP includes following documents:

Section 1 - Letter of Invitation

Section 2 – Part I - Information to Bidders

Part II – Data Sheet

Section 3 - Technical Proposal - Standard Forms

Section 3 - Financial Proposal - Standard Forms

Section 4 – Statement of Work

Annexure 1: Sample Report Formats

Annexure 2: Formats for Queries on RFP

4. Please inform us, upon receipt:

- that you have received the letter of invitation and **RFP**; and
- whether your organization will submit a proposal.

Yours sincerely,

Deputy Director General,
UIDAI.

Section 2: Instructions to Bidders

PART I

STANDARD

Definitions	<ul style="list-style-type: none"> a) "Employer" means the agency with which the selected Bidder signs the Contract for the Services. In this project, the 'Employer' is the Unique Identification Authority of India (UIDAI), Planning Commission, GoI. b) "Bidder" means any entity or person that may provide or provides the Services to the Employer under the Contract. c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, i.e. the General Conditions (GC), the Special Conditions (SC), and the Appendices. d) "Data Sheet" means such part of the Instructions to Bidders used to reflect specific country and assignment conditions. e) "Day" means calendar day. f) "Government" means the government of the Employer's country. In this project "Government" means Government of India. g) "Instructions to Bidders" (Section 2 of the RFP) means the document which provides interested Bidders with all information needed to prepare their Proposals. h) "LOI" (Section 1) means the Letter of Invitation being sent by the Employer to the Bidders. i) "Personnel" means professionals and support staff provided by the Bidder and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country. j) "Proposal" means the Technical Proposal and the Financial Proposal. k) "RFP" means the Request for Proposal to be or is prepared by the Employer for the selection of Bidders, based on the SRFP. l) "SRFP" means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
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	<ul style="list-style-type: none">m) "Assignment / job / work order" means the work to be performed by the Bidder pursuant to the Contract.n) "Statement of Work" (SOW) means the document included in the RFP, Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Bidder, and expected results and deliverables of the assignment.o) "EC" means the Evaluation Committee formed by the UIDAIp) UID Client application software means the software being used in enrolment process for capturing the residents information
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Introduction	1.1	The UIDAI will select agencies that will offer Field performance coaching which must be an organization/ institute (the Bidder), in accordance with the method of selection specified in the Data Sheet. The offer is open to all the agencies providing training services that meet the eligibility criteria.
	1.2	The name of the assignment/ job has been mentioned in Part II Data Sheet. Detailed scope of the assignment / job has been described in the SOW in Section 4
	1.3	The date, time, and address for submission of the proposals has been given in Part II Data Sheet.
	1.4	Interested Bidders are invited to submit a Technical Proposal and a Financial Proposal, for Field performance coaching required for the assignment named in the Data Sheet. The proposal, technical presentation, and any clarifications provided by the Bidder along with the Statement of Work provided in the RFP will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.
	1.5	Bidders should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the Employer before submitting a proposal. Bidders should contact the Employer's representative named in the Data Sheet to arrange for their visit or to obtain additional information Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
	1.6	The Employer will provide at no cost to the Bidders the inputs and facilities specified in the Data Sheet and make available relevant project data and reports.
	1.7	Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.
Unfair Advantage	1.8	If a Bidder could derive a competitive advantage from having provided services related to the assignment in

	question, the Employer shall make available to all other Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing Bidders.
Fraud and Corruption	<p>1.9 It is required that Bidders participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. The Employer:</p> <p>(a) defines, for the purpose of this paragraph, the terms set forth below as follows:</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the EC, 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 selection process or the execution of a contract;</p> <p>(iii) “collusive practices” means a scheme or arrangement between two or more Bidders with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;</p> <p>(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>b) will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;</p>
	<p>1.10 The Bidders shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.</p> <p>(a) Bidders shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of</p>

	the assignment if the Bidder is awarded the Contract, as requested in the Financial Proposal submission form (Section 3).
Only one Proposal	1.11 A Bidder may only submit one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.

Proposal Validity	1.12	The Part II Data Sheet to Bidder indicates how long Bidders' Proposals must remain valid after the submission date. During this period, Bidders shall maintain availability of Professional staff nominated in the Proposal and fully commit to their financial proposal, unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall ensure that they maintain the availability of the Professional staff nominated in the Proposal and fully commit to their financial proposal, unchanged, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award. Bidders who do not agree, have the right to refuse to extend the validity of their Proposals, under such circumstances, the Employer shall not consider such proposal for further evaluation.
Eligibility of Sub-Bidders	1.13	The Employer shall select a single company as defined in the "Companies Act of 1956" or consortium for the execution of this contract .
2. Clarification and amendment of RFP Document	2.1	Bidders may request a clarification in the RFP document up to the number of days indicated or the date indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Data Sheet(section 2 ,1.2). The Employer will respond in writing by standard electronic means of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under paragraph 2.2.
	2.2	At any time prior to deadline for submission of RFP, UIDAI may for any reason, modify the RFP document. The amendment document shall be notified through website and such amendments shall be binding on them.
3. Preparation of Proposals	3.1	The Proposal as well as all related correspondence exchanged by the Bidders and the Employer, shall be written in English.
	3.2	In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP.

	Material deficiencies in providing the information requested may result in rejection of a Proposal. The Proposal consists of 2 parts (i) Technical Proposal and (ii) Financial Proposal.
	<p>3.3 While preparing the Technical and Financial Proposal, Bidders must give particular attention to the following:</p> <p>(a) If a Bidder considers that it may enhance its expertise for the assignment by associating with individual subject matter experts (SMEs) it may do so.</p> <p>(b) The Bidder must ensure that it proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.</p> <p>It should be noted that the technical proposals are for the purpose of evaluation only.</p>
	(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each resource.
Technical Proposal Format and Content	<p>3.4 Bidders are required to submit the Full Technical Proposal (FTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.</p> <p>The Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section 3).</p>
	<p>(a) For the Full Technical Proposal (FTP): A brief description of the Bidders' organization and an outline of recent experience of the Bidders on assignments of a similar nature are required in Form TECH-2 of Section 3. For each relevant assignment, the outline should indicate the names of Professional staff who participated, duration of the assignment, should be provided only for those assignments for which the Bidder was legally contracted by the Employer as a corporation or as one of the major companies</p>

	<p>within a joint venture. Assignments completed by individual Professional staff working privately or through agencies cannot be claimed as the experience of the Bidder, or that of the Bidder's associates, but can be claimed by the Professional staff themselves in their CVs. Bidders should be prepared to substantiate the claimed experience if so requested by the Employer.</p> <p>(b) For the FTP: Comments and suggestions on the Statement of Work including workable suggestions that could improve the quality/ effectiveness of the assignment; to be provided (Form TECH-4 of Section 3). Bidders should be able to substantiate the experience claimed in their proposal and must submit Letter of Award / Copy of Contract for all assignments mentioned in the proposal.</p> <p>(c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: approach and methodology, work plan, and organization and staffing schedule is to be provided. Guidance on the content of this section of the Technical Proposals is provided under Section 2, 1.13. The purchase order will detail out the approach & methodology to be adopted for the project.</p> <p>(d) The list of the proposed Professional staff team to be engaged in this assignment by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-6 of Section 2).</p> <p>(e) CVs of the Professional staff (excluding CVs) signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-7 of Section 3).</p>
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	3.4	Technical Proposal containing financial information shall be declared non responsive and shall be summarily rejected.
	3.5	The Technical Proposal (Original, Copy and CDs) shall not include any financial information. A
Financial Proposals Taxes	3.6	The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.
	3.7	The Bidder may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on nonresident Foreign Personnel, duties, fees, levies) on amounts payable by the Employer under the Contract. Bidders shall include such taxes in the financial proposal.
	3.8	Bidders should provide the price of their services in Indian Rupees.
	3.9	Commissions and gratuities, if any, paid or to be paid by Bidders and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 3.
Earnest Money Deposit (EMD), and Performance Guarantee.	3.10	Earnest Money Deposit(EMD) <ol style="list-style-type: none"> I. An EMD of Rs. 1,00,000 (Rupees One lakh only), in the form of DD drawn in favor of "PAO,UIDAI" payable at Delhi, must be submitted along with the Proposal. II. Proposals not accompanied by EMD shall be rejected as non- responsive. III. No interest shall be payable by the Employer for the sum deposited as EMD. IV. No bank guarantee will be accepted in lieu of the EMD. V. The EMD of the unsuccessful bidders would be returned within one month of signing of the contract.
	3.11	<p>The EMD shall be forfeited by the Employer in the following events:</p> <ol style="list-style-type: none"> (a) If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.

	<p>(b) If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.</p> <p>(c) If the Bidder tries to influence the evaluation process.</p> <p>(d) If the First ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Bidder).</p>
	<p>3.12 Tender Fees:</p> <p>(a) All Bidders are required to pay Rs 250 (Rupees Two Hundred & Fifty Only) towards Tender Fees in the form of Demand Draft drawn in favor of "PAO,UIDAI" payable at Delhi. The draft should be deposited with the bid. Tender is available online and can be downloaded from www. uidai.gov.in</p> <p>3.13 The Tender Fee is Non-Refundable.</p>
	<p>3.14. Performance Bank Guarantee</p> <p>(a) The selected Bidder shall be required to furnish a Performance Bank Guarantee equivalent to 10% of the approximate contract value rounded off to the nearest thousand Indian Rupees, in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favor of Director General, Unique Identification Authority of India, Government of India for the entire period of contract with 90 days claim period. The bank guarantee must be submitted before signing of contract. The successful bidder has to renew the bank guarantee on the 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. On submission of this performance guarantee and after signing of the contract, demand draft submitted towards EMD would be returned in original.</p>

	II. The format for the Performance Bank Guarantee is the same as the "Format of Bank Guarantee" provided in the standard form of contract
4. Submission, Receipt, and Opening of Proposals	<p>4.1 The original proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial all such corrections. Submission letters for the Technical and Financial proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 3, respectively.</p> <p>4.2 An authorized representative of the Bidders shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Technical and Financial Proposals or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".</p>
	<p>4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to and in the number of copies indicated in the Data Sheet Para 4.3. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall prevail.</p> <p>4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal shall be placed in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" and the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical Proposal, Financial Proposals, EMD, and Tender Fee shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 1700 hrs on the communicated Bid Opening Date.</p> <p>The Employer shall not be responsible for misplacement, losing or premature opening if the outer</p>

	<p>envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.</p>
	<p>4.5 The Proposals must be sent to the address/ addresses indicated in the Data Sheet and received by the Employer no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with Section 2(1.3) (Instructions to Bidders) Any proposal received by the Employer after the deadline for submission shall be returned unopened.</p> <p>4.6 From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Employer on any matter related to its Pre- Qualification, Technical and/or Financial Proposal. Any effort by Bidders to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.</p> <p>4.7 The Employer has constituted a Evaluation Committee (EC) which will carry out the entire evaluation process.</p> <p>4.8 The Employer shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.</p>
5 Evaluation of Technical Proposal	<p>a. The Evaluation Committee (EC) shall first evaluate the Technical Proposal. The EC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the Technical evaluation is concluded and the competent authority accepts the recommendation.</p> <p>b. The EC shall evaluate the Technical Proposals on the basis of their responsiveness to the Statement of Work and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data Sheet for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will be done and at this stage the financial bid (proposal) will</p>

	<p>remain unopened. Bidders shall make presentation to Evaluation Committee which will be evaluated for assessing the qualification of the agency to undertake the AFPC intervention. The qualification of the Bidder and the evaluation criteria for the technical proposal shall be as defined in the Data sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, & particularly the Statement of Work or if it fails to achieve the minimum technical score (which is 70% of the total).</p>
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Public Opening and Evaluation of Financial Proposals Selection Procedure	<p>5.3 Financial proposals of only those companies who are technically qualified shall be opened publicly on the date & time specified the Data sheet or the date and time communicated by the UIDAI, in the presence of the Bidders' representatives who choose to attend. The name of the Bidders, their technical score (if required) and their financial proposal shall be read aloud.</p> <p>5.4 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p> <p>5.5 The agencies applying for a region shall be shortlisted on the basis of technical and financial evaluation .Through this process the agencies/organizations shall be allocated regions and Man-day rates will be fixed for the region. UIDAI reserves the right to allocate one region to multiple agencies and multiple regions to one agency. However at the time of award of work, the agencies will have to match the lowest bid for the region (lowest among the bidders to whom the region is allocated</p>
Negotiations	<p>5.6 Negotiations will be held at the address indicated in the Data Sheet. The invited Bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Employer proceeding to negotiate with the next-ranked Bidder. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract.</p>
Technical negotiations	<p>5.7 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, workplan, and organization and staffing, and any suggestions made by the Bidder to improve the Statement of Work. The Employer and the Bidders will finalize the Statement of Work, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the assignment.</p>

		The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Bidder.
Financial Adjustment	5.8	After the technical negotiations are over, financial adjustment may be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the technical proposal during the technical negotiations. Under no circumstances, the financial adjustment shall result in an increase in the price originally quoted by the Bidder. Unless there are exceptional reasons, the financial adjustment will involve neither the remuneration for staff nor other proposed unit rates.
Availability of Professional staff/experts	5.9	Having selected the Bidder on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. For this project the employer is doing a certification of the coaches. Only certified coaches will be allowed to undertake the intervention. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Bidder may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Bidder within the period of time specified in the letter of invitation to negotiate.
Conclusion of the negotiations	5.10	Negotiations will conclude with a review of the draft contract. The rates offered to the agency during award of work could either be the lowest bid for the region (i.e. lowest bidder amongst the agencies shortlisted for the region)
6. Award of Contract	6.1	The award of work will be made by the respective Regional Offices ROs of UIDAI on behalf of the employer. The ROs will award work to one or more of those agencies to whom the region has been allocated through this RFP
7. Confidentiality	7.1	Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the

	rejection of its proposal.
8. Consortium Partner Requirement	8.1 The applicant can be a single bidder or a consortium. Consortium should not consist of more than 5 agencies including the Prime bidder

Section 2: Instructions to Bidders

PART II Data Sheet

1.1	<p>Name of the Employer: Unique Identification Authority of India, Planning Commission, Government of India</p> <p>Method of allocation of Region: Technical Qualification of eligible Bidders followed by cost based allocation</p>
1.2	Name of the assignment: Field Performance Coaching under UID Project
1.3	<p>The Proposal submission address is:</p> <p>Sh. Davinder Kumar Deputy Director General (DDG), Unique Identification Authority of India (UIDAI), Planning Commission, Govt. of India (GoI), 1st Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001</p> <p>Proposal (Technical Proposal and Financial Proposals in two separate sealed envelopes, EMD, and Tender Fee) packed in a covering envelope must be submitted no later than the following date and time:</p> <p>Date: 05-10-2011 Time: 1600 hrs</p>

1.4	<p>A pre-proposal conference will be held: The conference will be held on 26-09-2011 at Delhi The information of exact time and venue of the pre-proposal conference shall be posted on the website of the UIDAI (www.uidai.gov.in).</p> <p>The Employer's representative is:</p> <p>Sh Davinder Kumar Deputy Director General (DDG), Unique Identification Authority of India (UIDAI), Planning Commission, Govt. of India (Gol), 1st Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001</p>
1.5	<p>The Employer will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> • A technical session detailing the scope of work, deliverables, timelines, expectations of the employer, approach, team structure for the assignment , during the pre-proposal conference • Receipt and Clarification of queries on proposed RFP if any. The queries should be sent over the email in the format given in annexure 1 of this RFP. Queries in any other form will not be entertained
1.6	<p>Proposals must remain valid for 1 year after the submission date.</p>
1.7	<p>Clarifications and written queries may be requested not later than the 23-09- 2011.</p> <p>The address for requesting clarifications is:</p> <p>Sh Davinder Kumar Deputy Director General (DDG), Unique Identification Authority of India (UIDAI), Planning Commission, Govt. of India (Gol), 1st Floor Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001 Email: afpc@uidai.gov.in</p>

1.8 The formats of the Technical Proposal to be submitted are:

- Form Tech 1: Technical Proposal Submission Form
- Form Tech 2: Bidder's relevant experience
- Form Tech 3: Demonstrated level of understanding
- Form Tech 4: Approach & methodology
- Form Tech 5: Project plan
- Form Tech 6: Team composition
- Form Tech 7: Curriculum vitae
- Form Tech 8: Support plan

1.9 The formats of the Financial Proposal to be submitted are:

- Form Fin 1: Financial Proposal Submission Form and
- Fin(2)

1.10	Bidder to state local cost in Indian Rupees
1.11	Bidder must submit the following: <ul style="list-style-type: none"> a) Original and 2 duplicate hard copies and 2 soft copies (on a non-rewriteable CD) of the Technical Proposal, and b) Only the Original hard copy of the Financial Proposal

1.12 Eligibility criteria

1.12(A) Organizations / institutions / agencies interested in the EoI should meet the following qualification criteria.

Sr. No	Eligibility Criteria	Supporting documents to be attached
1	<p>The applicant (in case of a consortium, Prime bidder) should be an organization or an institution with registered office in India and be in the business for the last 5(Five) years as on 31st March 2011.</p> <p>Or</p> <p>The applicant (in case of a consortium, Prime bidder) must be a company registered under Indian Companies Act 1956 and be in the business for the last 5(Five) years as on 31st</p>	Certificate of Incorporation, Service tax registration / Any other relevant document.(Use form 9)

	March 2011.	
2	The applicant can be single applicant or a consortium	Self Declaration
3	The applicant should have annual turnover of 1 crore from ICT training over each of the last 5 (five) years.	Audited P&L account/ Income and Expenditure account.
4	The applicant should be solvent during the last three five financial years (FY 2010-2011, 2009-10*, 2008-09, 2007-08, 2006-07) *Unaudited figures	Attach Audited balance sheets
5.	<p>a) The applicant should be operating at national level with operational training facilities in at least 20 of the States/UT head quarters.</p> <p>b) The centers should have facilities including hardware / licensed software / LAN / Internet etc.</p> <p>c) Each of these centers should be operational for the last 2(Two) years.</p> <p>d) Each center should have facilities with a minimum of 20 computers for training.</p> <p>These may include the applicant's franchise/affiliate training centers.</p>	<p>Certificate from the Company secretary / Chartered accountant +</p> <p>Details to be submitted as per Form-10</p>
6	<p>The applicant should have designed and conducted a minimum of 10 Information and Communications Technology(ICT) skill oriented training programs, each of at least 50 hrs duration, during each of the last 5(Five) years as on 31st March 2011.</p> <p>Only trainings conducted for students of grade 12 and above will be considered.</p>	<p>Work Orders and training completion certificate from client / Certificate from Chartered accountant confirming year of completion. Details to be submitted as per Form-11</p>
7	a) The applicant should have at least 100 faculty members to deliver and design ICT skills oriented training programs. Out of these 100, at least 50 should be on the rolls of the applicant for at least 2 years.	. Certificate from company secretary / Chartered accountant. Details to be submitted as per Form-12

	b) These may include the applicant's franchise/affiliate training centers.	
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1.12 (B) Criteria for Evaluation

The evaluation of the Eols shall be done by a committee constituted by the UIDAI. The Evaluation Committee shall follow a PASS / FAIL methodology. The **applicant needs to pass all the above mentioned eligibility criteria**, only those applicants that pass on all the criteria would be shortlisted. **The technical bids of only the shortlisted applicants be opened.**

The evaluation shall be strictly based on the information and supporting documents provided by the applicants in the Eol. It is the responsibility of the applicants to provide all supporting documents (given the above table) necessary to fulfill the mandatory eligibility criteria. In case, information required by UIDAI is not provided by applicant, UIDAI shall proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

1.13	Technical Evaluation Parameters	
	Evaluation of technical proposals of the bidders shall be carried out by UIDAI based on the listed criteria and sub-criteria and point system.	
A:	Relevant Past projects The past performance of the bidder in providing similar solutions, comparable to the scope and magnitude of coverage, in terms of quality of work and compliance with performance schedules. Please provide your top five (5) past projects relevant to current scope of the project. The following parameters shall be considered in the submitted project assignments for the purpose of evaluation <p style="text-align: right;">Weightage : 40%</p>	
	Parameters of evaluation	Weightage
	• Scope & Relevance	15%
	• Scale & Size	10%

<ul style="list-style-type: none"> Measurement of Impact of the Intervention <p><i>(Impact evaluation on level 3 and level 4 i.e behaviors and business results on Kirkpatrick's four-level model of the effectiveness of training interventions)</i></p>	15%
B: Solution Proposed for the assignment	
B1: Demonstrated Level of Understanding of the AFPC assignment:	Weightage: 30%
<ul style="list-style-type: none"> Understanding of the Project scope of work 	5%
B2: Development Approach & Methodology	25%
<ul style="list-style-type: none"> Plan for identification of suitable resources for the project and their capacity building 	10%
<ul style="list-style-type: none"> Ideas to make this assignment successful/measure success in projects like this 	15%
C: Project Management plan The bidder should provide the project management plan and delivery schedules. In addition the bidder should provide: <ul style="list-style-type: none"> Work Schedule Plan for communication with RO's and EAs Risk Plan 	Weightage: 10%
D: Proposed Manpower	Weightage: 15%
Detailed profiles of proposed team for the UIDAI project on the following	
<ul style="list-style-type: none"> PM for each state 	10 %
<ul style="list-style-type: none"> Resource for Training Content localization/case and best practices documentation 	5 %
E: Annual support Plan	Weightage: 5%
Plan for retraining of Coaches in case of system/process change	5 %

1.14 Allocation of Regions: The agencies will have to bid for the Regions they wish to

offer their services in (Fin-2). The agencies will be considered for empanelment only if it meets the minimum criteria for empanelment in the region. The minimum criteria for allocation are as under:

- Agency should have resources for following 2 roles :
 - Project Manager –PM (for each state/UT in the region allocated)
 - Coach (for each state/UT in the region allocated)
- Both the PM and the Coach should be conversant with the local language of the state (please use form **Tech -6** for sharing the details of the proposed resource persons)
- For each big state the agency (under each region) n will have to propose **6** resources for the role of coach. For smaller states/UTs **3** resources each state. For list of small and big states/UTs please refer to Form Fin-2 A where **L** is written against the name of big states and **S** is written against the names of small states and UTs).The agency need not share the CVs of the coaches with this bid, however they will have to submit the list of coaches (for each state) once the agency is allocated the region(s)
- The agency should propose 2 resources for the role of Project Manager in each state. The CVs of the proposed project manager for each state are to be submitted with this bid.

The agency while submitting the CVs of coaches would have to ensure that only those resources participate in the boot camp to be organized for the coaches. The agency will not be allowed to change their coaches unless there are exceptional circumstances. Non fulfillment of this condition may result in cancellation of the contract.

Section 3: Technical Proposal - Standard Forms

(To be printed on company's Letter Head)

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

To: Sh Davinder Kumar
Deputy Director General (DDG),
Unique Identification Authority of India (UIDAI),
Planning Commission, Govt. of India (Gol),
1st Floor , Tower I, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110001

Dear Sir:

We, the undersigned, offer to provide Aadhaar field performance coaching under UID project in accordance with your Request for Proposal dated September 09,2011,. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed in a separate envelope.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.6 of the Data Sheet, we undertake to negotiate on the basis of our proposal and your requirements. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

If our Proposal is accepted, we undertake, to initiate the Aadhaar Field Performance Coaching (AFPC) not later than the date mentioned in the purchase order that shall be given to us by the respective UIDAI ROs . We understand that this proposal will result in allocation of regions to agencies and fixation of Man-day rates for the region and the award of work would be made by ROs as and when required.

We understand you are not bound to accept any Proposal you have received.

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Company: _____

Address: _____

Location: ____Date: _

FORM TECH-2

Relevant Experience

The past performance of the bidder in providing similar solutions, comparable to the scope and magnitude of coverage, in terms of quality of work and compliance with performance schedules. Please provide five relevant projects undertaken to demonstrate the past experiences.

PROJECT 1

Brief overview of the project:

Client Name:

Order Value:

Period of contract

Project scope in relation to the following parameters:

Project Scope in relation to following				
Man days effort	No of days			
Done through In house resources or outsourced	(In house)	(Outsourced)	(Both)	
Level & No of Executives Covered	(Frontline) No of trainees covered:	(Middle) No of trainees covered:		
Business Results	(Parameter to measure Effectiveness)	Improvement Shown)		

FORM TECH-3**Demonstrated Level of Understanding**

Illustrate your understanding of the Project scope of work:

FORM TECH- 4**Approach and Methodology**

Describe your development approach and methodology with reference to the scope of work on each of the following components:

- 1.) . Plan for identification of suitable resources for becoming coach
- 2) . Identification of competency gaps /gaps in processes followed by the TA
- 2) Building capacity of Coaches
- 3) List 3 ideas to make this assignment successful/ measure success in this assignment

FORM TECH-5**Project Plan**

The bidder should provide the project plan and delivery schedules.

a) WORK SCHEDULE (PROJECT MANAGEMENT PLAN) (Illustrative template)

No	Activity ¹	Week ²												
		1	2	3	4	5	6	7	8	9	10	11	12	N
1														
2														
3														
4														

Note:

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other milestones such as Employer approvals. For phased assignments indicate activities, delivery of reports, and milestones separately for each phase.

- 2 Duration of activities shall be indicated in the form of a bar chart.

FORM TECH-6

Team Composition

Detailed curriculum vitae of each key expert as part of the proposed team on the following, as per format below:

- 1) Team Composition Proposed
- 2) CVs of Proposed resources for the role of Project manager/Project lead (indicative structure of the CV in Form Tech- 7). The agency will have to provide the CVs of resources proposed as coaches in 2 weeks after the regions are allocated

a) TEAM COMPOSITION

(This form shall mention all the key expert resources proposed to work on the assignment.)

Sr No.	Region	State/UT	State/UT is Big or Small (write L for big and S for small) Refer Fin-2 for details	Proposed for position)	Name of Resource	Is the resource conversant with Local language(Yes for "Y")

Filled Form (illustrative)

Sr No.	Region	State/UT	State/UT is Big or Small (write L for big and S for	Proposed Position	Name of Resource	Is the resource conversant with Local
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			small) Refer Fin-2 for details			language(Yes for "Y")
				Project Manager-1	ABC	Y
		Andhra Pradesh (AP)	L	Project Manager -2	XYZ	Y

FORM TECH-7**CURRICULUM VITAE (CV) OF THE RESOURCES PERSONS****(FOR INDICATED MEMBERS FOR THIS ASSIGNMENT)****1. Proposed Position []:** _____**2. Name of Staff [Insert full name]:** _____**3. Education** _____**4. Total No. of years of experience:** _____

5. Total No. of years with the company: _____

6. Areas of expertise and no. of years of experience in handling/delivery of a similar project (skill based training roll out for frontline staff - mandatory):

7. Details of Involvement in Projects: _____

8. Detailed Tasks Assigned (*list all tasks to be performed under this assignment*):

9. Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 5 citations of 10 lines each)

Name of assignment or project: _____

Year: _____

Location: _____

Employer: _____

Main project features: _____

Positions held: _____

Value of Project (approximate value or range value): _____

Activities performed: _____

Certification:

I, the undersigned, certify that this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

FORM TECH-8**Annual Support Plan**

Bidder should specify the annual support plans which include upgrading of the skills/knowledge of the coaches as and when systems and processes change.

FORM -9

Details of the applicant's Training Business in India

Sl. No.	Information Sought	Details to be furnished
1	Contact Details of the Applicant	
	Name of the Applicant	
	Address	
	Telephone, Mobile No	
	Email	
	Fax	
	Website	
2	Business Information about the Applicant's Operations in India	
2.1	Incorporation/registration Information	
	Incorporation status of the firm (public limited / private limited, etc.) or firms(in case of consortium)	
	Year of Establishment	
	Details of company registration (Attach the photocopy of the registration)	Date of registration ROC Reference No.
	Details of registration with appropriate authorities for sales tax, service tax, PAN and other statutory taxes/duties (for each provide date of registration, registration reference / number and photocopies and any other relevant detail)	
2.2	Turnover/Budget outlay including Consulting works in India: as revealed in Annual Financial Statements reported in India	
	Financial Year	Revenue from training/consulting operations in India (rupees Crores)
	FY 2010-11	
	FY 2009-10	
	FY 2008-09	
	FY 2007-08	
	FY 2006-07	

FORM -10: Details of the Operational Training Centers
(as on 31st March 2011)

Sl.No	State/UT	Training Location Address	Center and	Date of start of Operation	No.of computers available for training	No.of Full time faculty on rolls

Form-11: Details of the Training Programs

Sl. No	Year	Title of Training	Type of batch – open participation or customized	Duration (total hrs)	Duration (Hrs per day)	No. of batches conducted

Form-12: Details of the Faculty on Roll (as on 31st March 2011)

Sl. No	Center Location and Address	Name of faculty	Highest Educational Professional Qualification	& Month/Year of Joining

Section 3: Financial Proposal - Standard Forms

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: Sh. Davinder Kumar

Unique Identification Authority of India (UIDAI),
Planning Commission, Govt. of India (GoI),
1st Floor, Tower I, Jeevan Bharati Building,
Connaught Circus,
New Delhi – 110001

Date: 09/09/2011

Dear Sir:

We, the undersigned, offer to provide field coaching services in accordance with your Request for Proposal dated 09/09/2011, and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. The amount of the local taxes, as identified/estimated is shown in the appropriate column in the Form.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.6 of the Data Sheet.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988". We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

Authorized Signature [*In full and initials*]: ____ Name and Title of

Signatory: ____ Name of Company: ____ Address: ____

Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

FORM FIN-2

Sr. No	Regions	State/UTs in the Region	Rate per Man-day (in Rs)*
1.	Delhi	Delhi, Rajasthan, Madhya Pradesh	
2.	Chandigarh	Jammu and Kashmir, Punjab, Haryana, Himachal Pradesh, Chandigarh	
3.	Mumbai	Maharashtra, Gujarat, Goa, Dadara and Nagar Haveli, Daman Diu	
4.	Bangalore	Karnataka, Kerala, Tamil Nadu, Puduchery, Lakshadweep	
5.	Hyderabad	Andhra Pradesh, Orissa, Chattisgarh, Andaman and Nicobar	
6.	Ranchi	Bihar, Jharkhand, West Bengal	
7.	Lucknow	Uttar Pradesh, Uttarakhand	
8.	Guwahati	Assam, Arunachal Pradesh, Meghalaya, Manipur, Nagaland, Mizoram, Tripura, Sikkim	

All the costs (except service tax) should be built in man day rates for deploying the coach for a single day on the field. No other expenses such as TA/DA etc will be admissible.

It should be noted that if it is found that an agency has quoted substantially below the prevailing market rate the agency's bid would not be considered.

FORM FIN-2A

Sr. No	States/UTs
1.	Andaman and Nicobar Islands (S)
2.	Andhra Pradesh (L)

3.	<u>Arunachal Pradesh</u> (S)
4.	<u>Assam</u> (S)
5.	<u>Bihar</u> (L)
6.	<u>Chandigarh</u> (S)
7.	<u>Chhattisgarh</u> (S)
8.	<u>Dadra and Nagar Haveli</u> (S)
9.	<u>Daman and Diu</u> (S)
10.	<u>National Capital Territory of Delhi</u> (S)
11.	<u>Goa</u> (S)
12.	<u>Gujarat</u> (L)
13.	<u>Haryana</u> (S)
14.	<u>Himachal Pradesh</u> (S)
15.	<u>Jammu and Kashmir</u> (S)
16.	<u>Jharkhand</u> (L)
17.	<u>Karnataka</u> (L)
18.	<u>Kerala</u> (S)
19.	<u>Lakshadweep</u> (S)
20.	<u>Madhya Pradesh</u> (L)
21.	<u>Maharashtra</u> (L)
22.	<u>Manipur</u> (S)
23.	<u>Meghalaya</u> (S)
24.	<u>Mizoram</u> (S)
25.	<u>Nagaland</u> (S)
26.	<u>Orissa</u> (S)
27.	<u>Puducherry</u> (S)
28.	<u>Punjab</u> (S)
29.	<u>Rajasthan</u> (L)

30.	Sikkim (S)
31.	Tamil Nadu (L)
32.	Tripura (S)
33.	Uttar Pradesh (L)
34.	Uttarakhand (S)
35.	West Bengal (L)

Section 4: Statement of Work

4.1 Introduction

This RFP aims to identify and engage an agency to undertake field coaching of EA staff under UID Project

4.2 Partnership Model

The agencies providing field coaching are envisioned to be working in collaboration with UIDAI RO and HO Teams and are expected to work in close partnership with UIDAI to achieve the goal of improving the performance of EA agency staff under UID project.. The nature of this relationship between UIDAI and Training agencies should be based on a collaborative model principled on quality and trust.

4.3 Aadhaar Overview

The inability to prove identity is one of the biggest problem in India which prevents the poor from accessing benefits and services provided by the Government. Public as well as private sector agencies across the country typically require proof of identity before providing individuals with services. But till date, there exists no nationally accepted, unique and verified identity number that both residents and agencies can use with ease and confidence.

The Government of India (GoI) has embarked upon an ambitious initiative to provide a Unique Identification (UID) to every resident of India and has constituted the Unique Identification Authority of India (UIDAI) for this purpose. The timing of this initiative coincides with the increased focus of the GoI on social inclusion and development through massive investments in various social sector programs, and transformation in public services delivery through e-Governance programs. The 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.

All existing identity databases in India are fraught with problems of duplicates and ghosts and other inaccuracies. To prevent this from seeping into the UIDAI database, the Authority plans to enroll residents into its database after proper verification of their demographic and biometric information. Besides, the Authority shall use biometric attributes of each person to ensure uniqueness. This will ensure that the data collected is clean from the start of the program. Hence the UIDAI aims to ensure that each resident in the country has a unique identification number.

A project of the scale and size of the UID has not been attempted anywhere in the world where the biometric and other details of a billion plus people have been stored. To implement this ambitious initiative, the UIDAI has devised a partnership approach that leverages the existing infrastructure of Government and private agencies across India. The UIDAI will be the regulatory authority managing a Central ID Data Repository (CIDR), which will issue UID numbers, update resident information, and authenticate the identity of residents as required. In addition, the Authority will partner with agencies such as Central and State Government departments and private sector agencies who will be 'Registrars' for the UIDAI. Registrars will process UID applications, and connect to the CIDR to de-duplicate information regarding residents and receive UID numbers. These Registrars can either be enrollers, or will appoint agencies as enrollers, who will interface with people seeking UID numbers. The Authority also plans to partner with service providers for providing authentication services.

Uniformity in the whole process will have to be achieved at the level of data structure, quality, verification processes and other practices. This will ensure data-quality, especially of the biometric data, which is absolutely essential as the sole basis of de-duplication and uniqueness assurance is the set of biometric attributes of residents. Achievement of such uniformity will require that the persons involved in the enrolment process at the field level have been trained thoroughly to accomplish the job of enrolment. Similarly the supervisors of the enrolling agencies and the representatives of the Registrars who will be involved in the UID enrolment should also be sufficiently trained so as to appreciate the importance of quality and to enforce quality in enrolment at the field level.

As this is a time-bound exercise, these enrolments are expected to be over within the next coming years. Simultaneously, other Registrars will also be doing enrolments. Hence there will be huge requirement of trained personnel in the coming years.

Creating a huge trained work-force for UID enrolments, and that too in a short span of time is a major task. In order to tackle this problem there is a requirement to provide a standard training using a variety of interventions. Aadhaar field performance coaching is one such initiative

4.4 Overview of Aadhaar Field Performance Coaching Program (AFPC)

Background

All resident contacts of UIDAI EAs are handled through frontline staff/Enrollers. Hence they play an important role in the quality of enrolment data. Generation of quality data and excellent resident (incident free) experience at the enrolment centre are the key objectives of the enrolment process. It is being observed that some operators' performance is not upto the expectation i.e the quality of data generated by these operators is poor and their resident handling skills are inadequate.

With the in view to handhold **these poor operators and supervisors** this initiative – **AFPC** (Aadhaar –Field Performance Coaching) is being proposed. Under this intervention UIDAI proposes to engage the services of Training Agency(s) to train and make available required number of performance coaches (PCs) corresponding to each UIDAI Regional Office that may be activated on need basis.

The roles at the Enrolment Agency to be covered under this intervention are:

1. Enrolment Operators (selected operators whose performance is poor)
2. Supervisors (those supervising poor operator)

This intervention would cover all the active EAs and can be extended to cover the EAs becoming active in future.

4.4.1 Statement of the Problem

The enrolment agency staff directly interacts with the residents and enrolls them for Aadhaar. While the training infrastructure is put in place and certification is mandated there is no mechanism in place to ensure that the staff is following the guidelines laid and processes correctly. Also, the UIDAI systems and processes are evolving. These changes also necessitate learning of new skills and next practices. At the same time reinforcement of best practices, replicating successful practices in other geographies and unlearning the unproductive practices is also required.

It is being experienced that most of the EA organizations have not been able to pay adequate attention to skill building of their staff because of following reasons:

- Most of these EA organizations are not evolved in their Training Architecture and Needs

- The EA organizations are too caught up with immediate pressures of deadlines on targets and therefore the role of training and skill building of the EA staff force is put on the back burner
- EA organizations view Training of their staff as a cost and not as a long-term investment. Therefore, very little priority is given to this category of work force.

Sooner or later attrition would also start hitting the EAs as staff may move from one EA to the other or move to other job markets which may result into loss of accumulated learning. The industry average of attrition at frontline level ranges from 20 % -40%. This churning would impact data quality and the residents experience at the EA touch point. Therefore keeping a healthy supply chain of motivated and skilled manpower at EA level would soon become the key challenge.

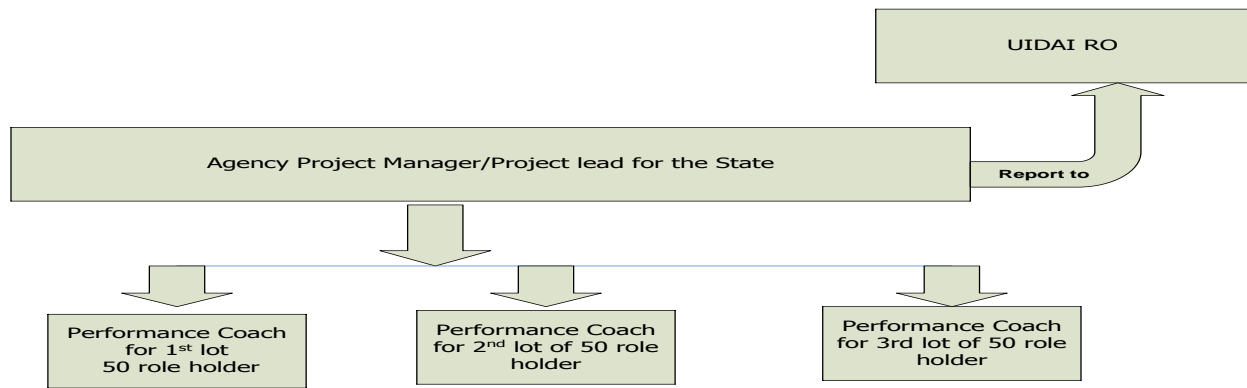
To sum up, the challenge before UIDAI is to build a continuously “Learning Ecosystem”

4.4.2 How would AFPC help

To achieve the objectives outlined above, UIDAI will deploy ‘**Performance Coaches**’ for training & on the job performance coaching of the EA staff corresponding to UIDAI ROs. These **Performance Coaches** will be responsible for:

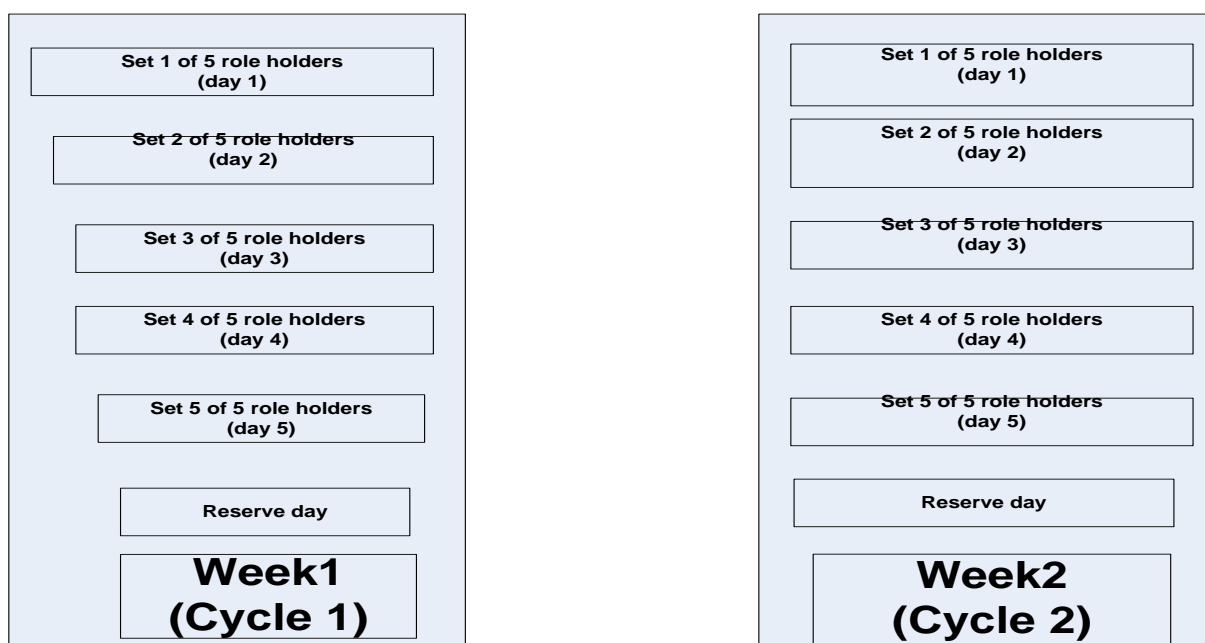
- Improvement in role specific skills of the various role holders through classroom and on the job coaching
- Better adherence to defined process
- Reduction in the number of complaints for these role holders
- Improvement in De-duplication data corresponding to Registrars/chosen EAs over a period of one year

UIDAI may assign the entire state or certain districts to one agency. The agency would constitute a project team within their organization. The indicative agency team structure for AFPC could be as under:



Indicative Agency team structure

- The chosen agency(s) would appoint a Project Manager/Project lead to oversee the project at the agency level. Field coaches would report into the Project Manager. The Project lead would be single point of contact (SPOC) for UIDAI and work with the UIDAI designate from the RO for the AFPC
- Approximately one performance coach would supervise approximately 50 role holders of the EA (chosen and decided by UIDAI ROs), who will ensure that the role holder meets the stated targets and objectives. The details of the field contact are as under:
 - Each performance Coach (PC) will adopt a weekly coaching cycle. Coach will work with 5 sets of operators/supervisors for 2 weeks. . He will spend Six hours (6) with each set of 5 EA staff (1 supervisor and 4 operators under them) every week for *on the job performance coaching*.
 - 2hours a day in a huddle which will be utilized for one-on-one counselling on how to improve performance and training on newly introduces processes & systems with all the operators and their Supervisors. The fortnightly field contacts would look somewhat like this:



Cycle 1 and Cycle 2 field contacts with the lot of 25 role holders in a fortnight

Each PC will adopt 25 operators and supervisors **for a period of 15 days. In an ideal month**, he will be expected to spend approximately 192 hours (24 days of 8 hours each) on the performance coaching and DH (Daily Huddle).

After the cycle of 15 days for the PCs would shift the Coaching mandate to the Supervisors of EAs who will be imparted Coaching Skills during the Coaching Process.

A new lot of Operators and their Supervisors will be taken up for the Coaching process after 15 days and this process will continue. **The program at the regional level shall be driven and closely monitored by the ROs of UIDAI**

4.4.3 Content Evolvement: The basic content will be provided by UIDAI. However, the content will evolve as the program goes forward and we accumulate knowledge and understanding from our field trips. For this **each** coach will maintain a Coaching Diary. This diary shall record the day-to-day experience and case studies of enrollment centers. All feedbacks from the coaching diaries from the respective coaches shall be consolidated and handed over to UIDAI RO, and based on the feedbacks, additions to the content will be made. The enhanced content shall be relayed back to each PC and shall also be available for coaches.

as well as enrollers on Huddle Bulletins that will be created and evolved in consultation with UIDAI on a fortnightly basis. The RO will consolidate the learning from field and use it for their other training initiatives and share it with the HO.

4.4.4 Selection of Coaches: An ideal PC must be hands on with the enrolment on latest client, and must be fluent in Hindi/English and any one of the vernacular. A bachelor's degree in any discipline would be minimum educational qualification. The Coach should have minimum **4 years of training/coaching experience**. A PC would be required to do extensive travelling within their respective regions. The process of selection of PCs would be as under:

- Each agency will identify personnel who meet the eligibility criteria for becoming coaches. The agency should send the proposed coaches to the boot camp
- The candidates so identified will participate in the boot camp organized by UIDAI
- After the boot camp the candidate would be selected through an assessment process done by the UIDAI and will become certified coaches. Only certified coaches will be allowed to operate as coaches.

4.4.5 Review of the progress:

Before the project takes off, a Review Committee (for each agency) will be formed. This committee will comprise of a representation from:

- UIDAI RO representative.
 - The agency's project manager/project lead for the state
- This needs to be formed to
- monitor the progress of the project
 - identify and initiate corrective action if and when necessary during the duration of the project

The Review Committee would meet before & after every phase to review progress of the project. The agency project team will present compilation of results, feedback, significant learnings as also observations captured by the On-line feedback system event fortnight to the RO. Review Committee will also define corrective action if any that needs to be taken.

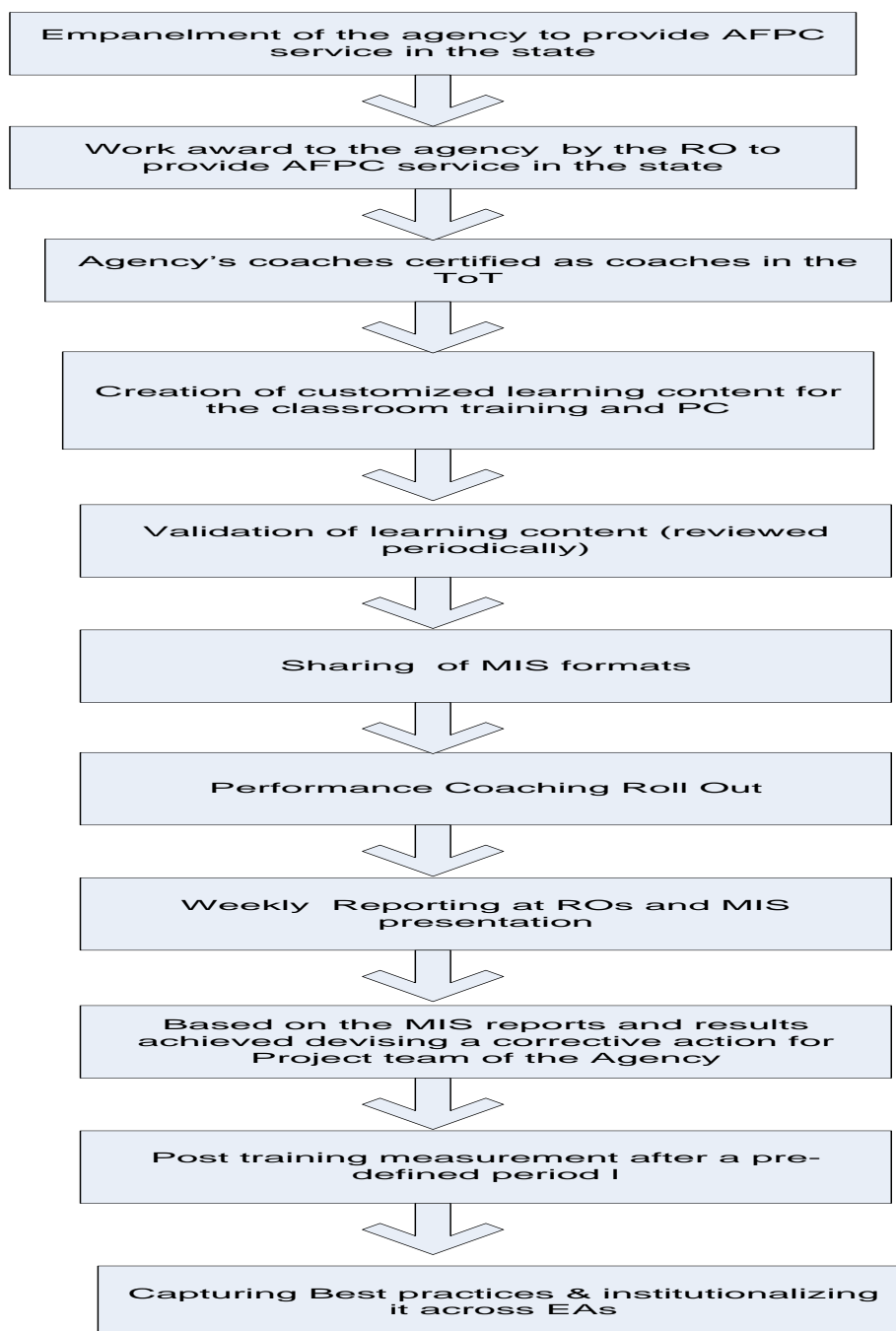
4.4.6 Impact Points:

- Generation of data quality –the demographic and biometric data

- Resident handling Skills of the EA staff and overall resident experience
- Adherence to defined processes of the UIDAI/Registrar

The **deliverables** as seen over-all at a macro-level will be the following:

- Alignment of skill and processes to meeting the objectives of UIDAI
- Bring the front-line resident facing roles into a uniform way engaging the resident
- Build internal Champions to carry forward the process after considerable expertise is built



Operational Model of AFPC (illustrative)

At pre-defined time period, the agency project lead will report to RO on:

- achieving the project milestones
- number of role holders covered
- planned vs. actual adherence to learning and coaching plan
- adherence to resident service processes by the role holders
- improvement in service skills of the role holders
- increase in resident satisfaction

The agency will also analyze the operator performance data. The agency will also be responsible for recognizing, capturing, documenting and sharing of best practices across the country.

4.4.7 The Projected Number of EA staff to be coached

For the expected number of 35000 EA staff members (estimated number of enrolment staff that will be required by the end of the year) around 25-30% are below average/poor operators. These approximately 8000-10000 EA staff members spread across various states/UTs are to be covered under AFPC program.

4.5 Intended audience for this intervention

Staff from enrolling agencies -,

- Enrolment Operators (whose performance is poor)
- Supervisors

This project has unique training needs which requires a comprehensive approach to design, plan and execution of the intervention. The delivery should be interactive aiming at changing undesired behaviours of the enrolment agency staff while retaining the good behaviours.

4.6 Areas in which Coaching would be needed

The UID enrollment process training is divided broadly into five modules.

1. Generic
2. Application based (UID Client application software)
3. Hardware based
4. Process based
5. Soft-skill/people skill based

The enrolment agency staff would require training and handholding in following areas.

Fig:1

Generic	Application	Hardware	Soft (People) skills	Process
<ul style="list-style-type: none"> • About UID • Goals • Objectives • Mandate • Quality Stds by UID 	<ul style="list-style-type: none"> • Client Software application • Demographic data entry • capture of biometric data/Use of actionable feedback • Banking • Info sharing and review process 	<ul style="list-style-type: none"> • Usage of Hardware Including, Biometric devices, Camera, PC etc • Best practices of biometric device usage and maintenance 	<ul style="list-style-type: none"> • People handling • Soft-skills • Exceptional handling • Handling Grievance 	<ul style="list-style-type: none"> • Aadhaar Enrolment process • Types of Enrolment • Document Management & Storage • End of the day process etc

4.7 Scope of work

The contract with Training agency providing the field coaching service shall be applicable for a **period of 1 year from the date of agreement between agency and UIDAI.**

The training agency would be required to study the objective and mandate of UIDAI, the envisaged enrolment process and conduct a comprehensive analysis by studying the enrolment process and consulting the relevant stakeholders to bring out skill and

competency gaps of EA staff. The TNA should bring out gaps in competency of the TA , thereafter the training agencies would address it through this intervention.

4.7.1 The following section outlines the areas of scope of work for the training agency, however is not limited to the points listed below. The scope is divided into four key activities as detailed below:

- 1) Identification of operators' and supervisors' competency gaps
- 2) Developing capacity building of the its identified coaches and certifying them as coaches for operators and supervisors
- 3) Carrying out AFPC in the territory/centers allotted to the agency
- 4) Mapping the operator/supervisors performance before and after to demonstrate performance improvements
- 5) Coordinate with the ROs concerned for logistical issues
- 6) Retrain coaches and recertify if the need arises.

Detailed scope of work under each of these activities is given in the following section.

4.7.2 Phase-1

I) Identification of competency gaps of operators, supervisors covered under the program. The gaps will be in one or more of following areas:

a. Operators

- Document Verification
- Demographic Data Entry
 - Gender
 - Photo mismatch
 - Age photo mismatch
 - Relationship Mismatch
 - Error in Transliteration
- Biometric Data Entry
 - Equipment usage
 - Use of actionable feedback
 - Handling exceptions
 - Upkeep of equipments
 - Capturing biometric data of kids and old aged
- People Handling/Crowd handling
 - Handling of old age residents
 - Handling of purdanasheen

- Handling of females
- Handling of crowd

b. Supervisors

Apart from the points mentioned above

- Setting up of the centre
- Ensuring conformity to the centre checklist
- End of day processes
- Role in biometric exception
- Motivating , mentoring , training of operators
- Crowd handling
- Quality Orientation
- Awareness about Aadhaar in and around the

centre

II) Customizing the training Content

- Localization /translation of the training content including creating job aids etc and obtaining approval from the ROs
- Developing fresh content (if need be)

III) Certification of the Field Coaches

- Organizing ToT of the coaches (Resource person to conduct ToT to be provided by UIDAI)
- Certification of the field coaches

4.7.3 Phase-II

I) Planning for field Intervention

- Obtaining the list of the operators/supervisors to be covered
- Each field coach will work on a lot of 50 operators/supervisors per month , meeting them twice during the intervention cycle (please refer AFPC overview for details)
- Mapping the pre intervention performance data of the operators and level of coaching input required for each operator
 - Developing route plans in consultation with the RO for the Ist cycle and IInd cycle

II) Roll out of the intervention

Rolling out the field intervention

Updating /revising the list of the operators/supervisors as per the field situation with concerned RO's approval

In case the coach learns that operator/supervisor is not available he/she will escalate the EA/RO and make sure that they make changes in the list of operators to cover a minimum 50 operators/supervisors in the month

4.7.4 : Phase III

I. Submitting the documented case studies/best practices from field

II. Reporting

- Ensuring the formats are filled and submitted as per the plan
- Presenting monthly tracking/analysis of performance data of EA staff

4.7.5 Roles and Responsibilities

i. Role & Responsibility of the Project Lead

- Coordination with the RO and the EA on
- Developing Route Plan and obtaining approval from the RO
- Sending the reports and case studies, best practices case diaries are submitted as per the schedule
- Helping the RO in performance evaluation at pre defined periods
- Taking action on the feedback provided by RO/HQ on the progress
- Coordinating any other job that is assigned to the field coach

ii. Role/ responsibilities of the coach will be:

- ☐ Reaching the enrolment centre every morning (as per the route plan)
- ☐ Carrying laptop/LCD projector with them so the same can be used for the daily huddle
- ☐ 6 hours of observation of the operator(s) to identify mistakes and process gaps
- ☐ 2 hours of evening huddle for one on one counseling and training at each centre
- ☐ During the second visit observing if the correct behaviors have sunk in
- ☐ Being in contact with the RO throughout the intervention period
- ☐ Carrying a camera to click the pictures of evening huddle and pictures of the centers to show improvements (of layout, process being followed etc)
- ☐ Submitting the reports and the coaching diary as per the schedule

- ☐ Documenting the best practices and key challenges to the RO with a copy to the HO after the intervention is over any other job (such as monitoring, audit of the centre) that is assigned
- ☐ Online Daily update to be shared with the RO

iii. **Role/Responsibilities of the RO**

- ☐ Identification of the poor operators
Helping the agency and coach to locate the operators identified for the intervention
- ☐ Help agencies with certification of coaches
- ☐ Help the agency/ coach develop the route plan so as to cover minimum 5-operators in a day. ROs can take the help of EAs to locate the operator. (the list of poor operators has been appended)
- ☐ Monitor the progress of the program in their regions

iv. **Role of the HO:**

- ☐ Preparing the templates for the intervention (with the help of the agencies)
- ☐ Assist the RO with certification of coaches
- ☐ Reviewing the progress of the program in all regions

4.8 Project Milestones

The agency shall submit the deliverables as per scope of work given in section 4.7.1, 4.7.2 and 4.7.3 and timelines not to be exceeded beyond the timelines given below. These timelines include all UIDAI acceptances to deliverables.

Project Milestones		
1	Date of Letter of Intent/Work order acceptance by the agency.	T0
2	Inception report detailing on the plan for the assignment, methodology, team structures, stakeholders to be consulted and activity timelines.	T0+1 week
3	Deliverables under Phase I, as per section 4.7.1	T0+2 weeks

4	Deliverables under Phase II, as per section 4.7.2	T0+6 weeks (for the first lot of EA staff members allotted to the agency)
5	Deliverables under Phase II, as per section 4.7.3	T0+ongoing for the period of contract

4.9 Acceptance of Deliverables

UIDAI shall accept the deliverables only if they confirm to the scope, specifications laid down in this RFP and are of desired quality. Deliverables of the training agency will be considered to have been formally accepted only if UIDAI RO communicates so in writing. It will be the responsibility of the agencies to revise the deliverables within one week of communication without extending the total duration of project, based on the feedback and comments given by UIDAI. All face-to-face consultation meetings shall take place at the concerned RO office and HO of UIDAI in New Delhi.

4.10. Terms of Payment

The payment shall be made to the agency, linked to deliverables listed in section 4.7.1, 4.7.2, 4.7.3, timelines under 4.8 and acceptance of deliverables as per section 4.9 above. The details are as under:

Payment shall have 2 Components :

- **Fixed Component**
 - 75% of the fee will be the fixed component : Agency can raise invoice after fulfilling all the reporting obligations and submitting the coaching diary, best practices and case studies etc
- **Performance linked Component**
 - 20% of the fee will be linked to data quality of enrolment packets generated by the operator (PLC1)) (refer to table 4.11 A for details)
 - 5% of the fee will be linked to other parameters (PLC2) (refer to table 4.11 B for details)

Fixed Component (75% of the total amount)	Performance Linked Component (25% of the total amount)
Ongoing: This will be released every month	Will be released after the performance is assessed. Consists of 2 parts: PLC1 : linked to data quality PLC2 : linked to other parameters

4.11 Performance Evaluation

The Performance of the training agencies would be evaluated the data quality and other parameters such as resident handling etc.

4.11.1 Data Quality :

The operators' performance improves on:

- **Demographic data quality** : The errors in capturing demographic data is reduced (refer to the table 4.11 A)
- **Biometric data Quality** :
 - The % of good quality biometric data increases (refer to the table 4.11A)
 - The % of bad quality biometric data is reduced (refer to the table 4.11A)

The performance data from UIDAI database pre and post intervention would be taken and evaluated for this purpose.

4.11.2 Other Parameters

Other parameters that will be evaluated are :

- **Enrolment Process Related** :
 - Verification of Documents
 - Understanding regarding Financial Inclusion

- Understanding regarding Consent to share information
- Review etc
- **Resident Handling/People Handling Related**
 - Empathy shown towards the residents
 - Sensitivity towards or those with biometric exception
 - Gender sensitivity etc

Table 4.11(A) : Format for Evaluation of Data Quality Improvement (illustrative)

	Post Intervention (after the 2nd cycle of coaching)						
	Demographic Error (5)					Biometric Data capture (%)	
	Gender photo mismatch	Age photo mismatch	Error in transliteration	Relationship Mismatch	Poor /incorrect photograph	Bad Quality biometric %	Good Quality biometric %
Metrics	Reduced by 50% or become zero					Reduced by 100% or become less than 2%	Increased by 100% over current score or become 60% (whichever is higher)
Scale	5-if the agency exceeded the target (demographic error has become zero) 4-if the agency has met the target 3-if 80-99% of the target is met 2- if 60-79% the target is met 1-if less than 60% of the target is met Maximum Marks: 15 (5*3)						
	90% or more operators Operators getting 12 or more marks (out maximum 15): Full PLC1 will be released 75% to <90% Operators getting 12 or more marks : 10% of the PLC1 will be deducted 60 to <75% Operators getting 12 or more marks : 20% of the PLC1 will be deducted 50 to <60% Operators getting 12 or more marks : 50% of PLC1 will be						

	deducted Less than 50% operators getting 12 or more marks: the agency gets no PLC1
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Table 4.11 B : Format for Evaluating other Parameters (illustrative)

Activity	Scale				
	1	2	3	4	5
Verification of the documents					
Understanding regarding <i>Financial Inclusion</i>					
Understanding regarding <i>Consent Sharing</i> information					
Review etc					
Resident handling					

The behaviors will be evaluated by the coach on scale of 1-5 pre and post coaching.

The RO will validate the same.

90% or more Operators showing 100% improvements): Full PLC2 will be released
75% to <90% Operators showing 100% improvements : 10% of the PLC2 will be deducted
60 to <75% Operators showing 100% improvements: 20% of the PLC2 will be deducted
50 to <60% Operators showing 100% improvements: 50% of PLC2 will be deducted
Less than 50% Operators showing 100% improvements: the agency gets no PLC2

Annexure 1(A) : Reproting Format 1 (illustrative)									
Role	EID/UID	Certification No	EA name	EA Code	Registrar Name	Registrar Code	First Field Contact (date)		Second Field Contact
							Date	Address of the enrolment centre	Date Address of the enrolment centre (write 1 in case the the enrolment centre address has not changed otherwise give the address of the new Centre)

Annexure 2 : Format of queries on RFP for AFPC			
<u>Responses to Queries on RFP for Aadhaar Field performance Coaching (AFPC)</u>			
(Reference no: Bid No:)			
Sr. No	Agency	Subject/Section	Clarification Sought
1			
2			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
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Section 5: General Conditions of Contract

STANDARD FORM OF CONTRACT

CONTENTS

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	Appendix B.....
	Appendix C.....
	Appendix D.....
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CONTRACT FOR AADHAAR FIELD COACHING SERVICES

between

[name of the Employer]

and

[name of the Training Agency]

Dated: _____

I. Form of Contract

(All notes should be deleted in final text)

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, the President of India acting through (Director General), Unique Identification Authority of India, Planning Commission, Government of India, (hereinafter called the “Employer”) and, on the other hand, [name of Training Agency] (hereinafter called the “Training Agency”).

WHEREAS

- (a) the Employer has requested the Training Agency to provide certain field coaching services as defined in this Contract (hereinafter called the “Services”);
- (b) the Training Agency, having represented to the Employer that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) The following Appendices: [**Note:** *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix*]

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Total Cost of Services

Appendix D: Duties of the Employer

Appendix E: Performance Bank Guarantee (PBG)

2. The mutual rights and obligations of the Employer and the Training Agency shall be as set forth in the Contract, in particular:
- (a) the Training Agency shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer (or entities requesting for field coaching services) shall make payments to the Training Agency 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 Employer]*

[Authorized Representative]

For and on behalf of *[name of Training Agency]*

[Authorized Representative]

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

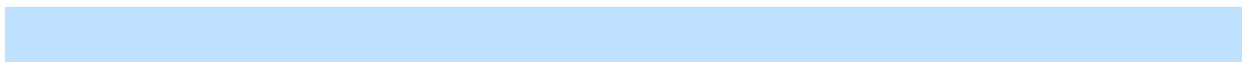
For and on behalf of each of the Members of the Training Agency

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]



II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.</p> <p>(b) “Training Agency” means any private or public entity that will provide the Services to the Employer under the Contract.</p> <p>(c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.</p> <p>(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;</p> <p>(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.</p> <p>(f) “Foreign Currency” means any currency other than the currency of the Employer’s country.</p> <p>(g) “GC” means these General Conditions of Contract.</p> <p>(h) “Government” means the Government of the Employer’s country.</p> <p>(i) “Local Currency” means the currency of the Employer’s country.</p> <p>(j) “Bidder” means the Training Agency bidding for this assignment</p> <p>(k)</p>
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	<p>(l) “Party” means the Employer or the Training Agency, as the case may be, and “Parties” means both of them.</p> <p>(m) “Personnel” means persons hired by the Training Agency and assigned to the performance of the Services or any part thereof.</p> <p>(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>(o) “Services” means the work to be performed by the Training Agency pursuant to this Contract, as described in Appendix A hereto.</p> <p>(p) “In writing” means communicated in written form with proof of receipt.</p> <p>(q) “UIDAI Processes and Operations” means end to end processes for enrolment work</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 “Employer” and the Training Agency. The Training Agency, subject to this Contract, has complete charge of Personnel, if any, 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 are specified in work order given by the UIDAI RO
1.7 Authority of Lead Partner	In case the Training Agency consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified (Lead Training Agency) in the SC to act on their behalf in exercising all the Training Agency's rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer. However, each member or constituent of Consortium of Training Agencies shall be jointly and severally liable for all obligations of the Training Agency under the Contract.
1.8 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Training Agency may be taken or executed by the officials specified in the SC.
1.9 Taxes and Duties	The Training Agency, shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India
1.10 Fraud and Corruption	
1.10.1 Definitions	<p>It is the Employer's policy to require that the Employer as well as Training Agency observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Employer:</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection</p>

	<p>process or in contract execution;</p> <p>(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;</p> <p>(iii) “collusive practices” means a scheme or arrangement between two or more Training Agencies, with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;</p> <p>(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p>
1.10.2 Measures to be taken by the Employer	<p>(a) The Employer may terminate the contract if it determines at any time that representatives of the Training Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the empanelment process or the execution of that contract, without the Training Agency having taken timely and appropriate action satisfactory to the Employer to remedy the situation;</p> <p>(b) The Employer may also sanction against the Training Agency, including declaring the Training Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Training Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract</p>
1.10.3 Commissions and Fees	<p>c) Employer will require the successful Training Agency 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 empanelment 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>

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract	<p>This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.</p>
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2.2 Termination of Contract for Failure to Become Effective	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
2.3 Commencement of Services	The Training Agency shall begin carrying out the Services not later 15 days after the Effective Date specified in the 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.
2.5 Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
2.6 Modifications or Variations	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>(b) In cases of substantial modifications or variations, the prior written consent of the Employer 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</p>

	<p>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 by or of such Party's or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
2.7.2 No Breach of Contract	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
2.7.3 Measures to be Taken	<p>(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Training Agency, upon instructions by the "Employer", shall either:</p> <p>(i) Demobilize, or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Training Agency shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.</p> <p>(e) In the case of disagreement between the Parties as to the</p>

	existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.
2.8 Suspension	The “Employer” may, by written notice of suspension to the Training Agency, suspend all payments to the Training Agency hereunder if the Training Agency 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 Training Agency to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Training Agency of such notice of suspension.
2.9 Termination	
2.9.1 By the Employer	<p>The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (j) of this Clause GC 2.9.1. In such an occurrence the Employer shall give a not less than thirty (30) days’ written notice of termination to the Training Agency, and sixty (60) days’ in the case of the event referred to in (e).</p> <ul style="list-style-type: none"> (a) If the Training Agency does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing. (b) If the Training Agency becomes (or, if the Training Agency consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary. (c) If the Training Agency, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract or colludes with Enrolling Agency. (d) If, as the result of Force Majeure, the Training Agency are unable to perform a material portion of the Services for a period of not less than sixty (60) days. (e) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. (f) If the Training Agency submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.

	<p>(g) If the Training Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.</p> <p>(h) If the Training Agency fails to provide the quality services as envisaged under this Contract. The employer may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The employer may decide to give one chance to the Training Agency to improve the quality of the services.</p> <p>(i) If the Training Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(j) Employer reserves the right to terminate the agreement with the Training Agency or reduce the project cost at any stage of the project if the personnel proposed to be deployed on this engagement are not actually working on this assignment.</p> <p>(k) Employer has the right to dis-empanel an Training Firm for refusing to take up field coaching work in any part of India</p>
2.9.2 By the Training Agency	<p>The Training Agency may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, 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 Employer fails to pay any money due to the Training Agency 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 Training Agency that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Training Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(d) If the "Employer" is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Training Agency may have subsequently approved in writing) following the receipt by the "Employer" of the Training Agency'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 (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Training Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.</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 Training Agency 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 prepared by the Training Agency and equipment and materials furnished by the "Employer", the Training Agency 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 Employer shall make the following payments to the Training Agency:</p> <ul style="list-style-type: none"> (a) If the Contract is terminated pursuant to Clause 2.9.1 (d), (e), (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h), (i) hereof for Services satisfactorily performed prior to the effective date of termination, and any reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination; (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (c) and (f) to (i), the Training Agency shall not be entitled to receive any agreed payments upon termination of the contract. Applicable Under such circumstances, upon termination, the Employer may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Training Agency will be required to pay any such liquidated damages to Employer within 30 days of termination date.
2.9.6 Disputes about Events	<p>If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause</p>

of Termination:	GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
2.10 Extension of Contract	The contract shall be extended for a period as required by the Employer based on mutual agreement. The man-month rates used for the calculation of the 'Total Cost of Services' as given in Appendix D shall be effective for such extension.

3. OBLIGATIONS OF THE TRAINING AGENCY

3.1 General	
3.1.1 Standard of Performance	The Training Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, materials and methods. The Training Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-Contractors or third Parties.
3.2 Conflict of Interests	The Training Agency shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Training Agency shall promptly disclose the same to the Employer and seek its instructions.
3.2.1 Training Agency Not to Benefit from Commissions, Discounts, etc.	<p>a) The payment of the Training Agency pursuant to Clause GC 6 shall constitute the Training Agency's only payment in connection with this Contract or the Services, and subject to Clause GC 3.2.2 hereof, the Training Agency 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 Training Agency shall use their best efforts to ensure that the Personnel, any Sub-Contractors, and agents of either of them similarly shall not receive any such additional payment.</p> <p>(b) Furthermore, if the Training Agency, as part of the Services, has the responsibility of advising the "Employer" on the procurement of goods, works or services, the Training Agency shall comply with the Employer's applicable procurement guidelines, and shall</p>

	at all times exercise such responsibility in the best interest of the “Employer”. Any discounts or commissions obtained by the Training Agency in the exercise of such procurement responsibility shall be for the account of the “Employer”.
3.2.2 Training Agency & Affiliates Not to be Otherwise Interested in Project	The Training Agency agrees that, during the term of this Contract and after its termination, the Training Agency and any entity affiliated with the Training Agency, as well as any Sub-Contractors and any entity affiliated with such Sub-Contractor, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Training Agency’s Services for the preparation or implementation of the project.
3.2.3 Prohibition of Conflicting Activities	The Training Agency shall not engage, and shall cause their Personnel as well as their Sub-Contractors 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.
3.3 Confidentiality	Except with the prior written consent of the Employer, the Training Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Training Agency and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.4 Insurance to be Taken Out by the Training Agency	The Training Agency (a) shall take out and maintain, and shall cause any Sub-Contractor to take out and maintain, at their (or the Sub-Contractors’, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Accounting, Inspection and Auditing:	The Training Agency (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with Indian 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 “Employer” or its designated representative and/or the Employer, 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 “Employer” or the Employer, if so required by the “Employer” or the Employer as the case may be.
3.6 Training Agency’s	The Training Agency shall obtain the Employer’s prior approval in writing before taking any of the following actions:

Actions Requiring Employer's Prior Approval	<p>(a) Any change or addition to the Personnel listed in Appendix C.</p> <p>(b) Subcontracts: the Training Agency may subcontract work relating to the Services only to an extent and with such experts and entities as may be approved in advance by the "Employer". Notwithstanding such approval, the Training Agency shall always retain full responsibility for the Services. In the event that any Sub-Contractors are found by the "Employer" to be incompetent or incapable or undesirable in discharging assigned duties, the "Employer" may request the Training Agency to provide a replacement, with qualifications and experience acceptable to the "Employer", or to resume the performance of the Services itself.</p>
3.7 Reporting Obligations	<p>(a) The Training Agency shall submit to the Employer the reports and documents specified in at the time of award of work, in the numbers and within the time periods set forth in the said Appendix.</p> <p>(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.</p>
3.8 Documents Prepared by the Training Agency to be the Property of the Employer	<p>(a) All plans, specifications, designs, reports, other documents and software submitted by the Training Agency under this Contract shall become and remain the property of the Employer, and the Training Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof.</p> <p>(b) The Training Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Training Agency and third parties for purposes of development of any such computer programs, the Training Agency shall obtain the "Employer" prior written approval to such agreements, and the "Employer" shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.</p>
3.9 Equipment, Vehicles and Materials Furnished by the "Employer"	<p>Equipment, vehicles and materials made available to the Training Agency by the "Employer", or purchased by the Training Agency wholly or partly with funds provided by the "Employer", shall be the property of the "Employer" and shall be marked accordingly. Upon termination or expiration of this Contract, the Training Agency shall make available to the "Employer" an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer"s instructions. While in possession of such equipment, vehicles and materials, the Training Agency, unless otherwise instructed by the "Employer" in writing, shall insure them at the expense of the</p>

	"Employer" in an amount equal to their full replacement value.
3.10 Equipment and Materials Provided by the Training Agency	Equipment or materials brought into the Government's country by the Training Agency and the Personnel and used either for the Project or personal use shall remain the property of the Training Agency or the Personnel concerned, as applicable.

4. TRAINING AGENCY'S PERSONNEL

4.1 General	The Training Agency shall employ and provide such qualified and experienced Personnel and Sub-Contractors as are required to carry out the Services.
4.2 Description of Personnel	<p>(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Training Agency's Key Personnel are as per the Training Agency's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.</p> <p>(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Training Agency by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer"'s written approval.</p> <p>(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Training Agency. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.</p>
4.3 Approval of	The Key Personnel and Sub-Contractors listed by title as well as by name in Appendix C are hereby approved by the "Employer". In

Personnel	respect of other Personnel which the Training Agency proposes to use in the carrying out of the Services, the Training Agency shall submit to the "Employer" for review and approval a copy of their Curricula Vitae (CVs). If the "Employer" does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the "Employer".
4.4 Removal and/or Replacement of Personnel	<p>(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Training Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Training Agency shall provide as a replacement a person of equivalent or better qualifications.</p> <p>(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Training Agency shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Training Agency may wish to claim as a result of such replacement, shall be subject to the prior written approval by the "Employer". The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person. Also (i) the Training Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.</p>
4.5 Resident Project Manager	If required by the SC, the Training Agency shall ensure that at all times during the Training Agency's performance of the Services a resident project manager, acceptable to the "Employer", shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE EMPLOYER

5.1 Assistance and Exemptions	<p>Unless otherwise specified in the SC, the "Employer" shall use its best efforts to ensure that the Government shall:</p> <ul style="list-style-type: none"> (a) Provide the Training Agency, Sub-Contractors and Personnel with work permits and such other documents as shall be necessary to enable the Training Agency, Sub-Contractors or Personnel to perform the Services. (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India. (c) 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. (d) Provide to the Training Agency, Sub-Contractors and Personnel any such other assistance as may be specified in the SC.
5.2 Change in the Applicable Law Related to Taxes and Duties	<p>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 Training Agency 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 Training Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Training Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).</p>
5.3 Services, Facilities and Property of the "Employer"	<ul style="list-style-type: none"> (a) The "Employer" shall make available to the Training Agency and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E. (b) In case that such services, facilities and property shall not be made available to the Training Agency as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Training Agency for the performance of the Services .
5.4 Payment	<p>In consideration of the Services performed by Training Agency under this Contract, the "Employer" shall make to the Training Agency such payments and in such manner as is provided by Clause GC 6 of this Contract, for field coaching services requested by the Employer.</p>

5.5 Counterpart Personnel	(a) If necessary, the "Employer" shall make available to the Training Agency free of charge such professional and support counterpart personnel, to be nominated by the "Employer" with the Training Agency's advice, if specified in Appendix E.
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6. PAYMENTS TO THE TRAINING AGENCY

6.1 Total Cost of Services	<p>(a) The total cost of the Services shall be decided by the quantum of work that will be specified in RO's work order. The man day rate is set forth in Appendix D as per the Training Agency's proposal to the Employer and as negotiated thereafter.</p> <p>(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the man-day rates specified in Appendix-D.</p> <p>(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Training Agency in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.</p>
6.2 Currency of Payment	<p>All payments shall be made in Indian Rupees.</p>
6.3 Terms of Payment	<p>The payments in respect of the Services shall be made as follows:</p> <p>(a) The Training Agency shall submit the invoice for payment when the payment is due as per the agreed terms after each audit report is submitted and approved by UIDAI. The payment shall be released as per the work related milestones achieved and as per SC 6.3</p> <p>(b) Once a milestone is completed, the Training Agency shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, the Employer shall not fail to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, failing which the Training Agency shall be paid as per GC 6.</p> <p>(c) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the Training Agency and the Training Agency has made presentation to the Employer, if</p>

	<p>so required by the Employer.</p> <p>(e) If the deliverables submitted by the Training Agency are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the Training Agency. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Training Agency only after it re-submits the deliverable and which is accepted by the Employer.</p> <p>(f) All payments under this Contract shall be made to the accounts of the Training Agency specified in the SC.</p> <p>(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Training Agency of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Training Agency in writing and the Training Agency has made necessary changes as per the comments / suggestions of the Employer communicated to the Training Agency.</p> <p>(h) In case of early termination of the contract, the payment shall be made to the Training Agency as mentioned here with:</p> <p>(i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Training Agency shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man day rate as specified.</p> <p>(ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Training Agency in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.</p>
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7. GOOD FAITH

7.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
7.2 Operation of the Contract	The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

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	(a) In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Training Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and

	<p>Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Training Agency, 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 Secretary of the Ministry of Home Affairs. 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 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 Employer and the Training Agency. 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>
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9. LIQUIDATED DAMAGES

9.1 Liquidity Damages	The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
9.2 Liquidity Damages	The amount of liquidated damages for a particular deliverable under this Contract, for a delay in submission of less than 30 days, shall not exceed 1 % of the proportionate value of the portion of that deliverable which is deemed incomplete by the Employer as specified in Appendix D.

9.3 Liquidity Damages	<p>The liquidated damages shall be applicable under following circumstances:</p> <p>(a) If a particular deliverables is not submitted as per schedule as specified in SC 6.3 on account of reasons solely attributable to the Training Agency, the Training Agency shall be liable to pay 5% of the total cost of that deliverable, for delay of each week beyond 30 days or part thereof.</p> <p>(b) If a particular deliverables is not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Training Agency shall be liable for Liquidated Damages for an amount equal to 5% of total cost of that particular deliverable for every week or part thereof for the delay.</p>
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10. MISCELLANEOUS PROVISIONS

10.1 Miscellaneous Provisions	<p>(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.</p> <p>(ii) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(iii) The Contractor/ Training Agency shall notify the Employer/ the Government of India of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>(iv) Each member/constituent of the Contractor/ Training Agency, in case of a Consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer/Government for performance of works/services including that of its Associates/Sub Contractors under the Contract.</p> <p>(v) The Contractor/ Training Agency shall at all times indemnify and keep indemnified the Employer/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>(vi) The Contractor/ Training Agency shall at all times indemnify and keep indemnified the Employer/Government of India against any claims in</p>
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	<p>respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's/ Training Agency's) 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 Contractor/ Training Agency.</p> <p>(vii) The Contractor/ Training Agency shall at all times indemnify and keep indemnified the Employer/Government of India against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Contractor, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p>
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Section 6: Special Conditions of Contract

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

Reference of GC Clause and applicable SC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.2	<p>The addresses are:</p> <p>Employer: Deputy Director General</p> <p>Attention: Unique Identification Authority of India (UIDAI), Planning Commission, Govt. of India (Gol), 1st Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Training Agency: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
1.3	<p>The Authorized Representatives are:</p> <p>For the Employer: Name of Officer _____</p>

	For the Training Agency: _____
2.3	The date for the commencement of Services: Within 15 days from award of work to the agency by UIDAI RO
2.4	The time period shall be 1 year or such other period as the parties may agree in writing.
3.5	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (a)) Third Party liability insurance, with a minimum coverage of the value of the contract (b) professional liability insurance, with a minimum coverage of the value of the contract (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Training Agency and of any Sub-Contractors, 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 (d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Training Agency's property used in the performance of the Services, and (iii) any documents prepared by the Training Agency in the performance of the Services.
6.1(b)	The amount in local currency is <i>[insert amount]</i> .
6.3	<p>The accounts are:</p> <p style="padding-left: 40px;">For local currency: <i>[insert account]</i></p> <p>For the field coaching assignment, payments are linked to the deliverables according to the following schedule:</p>

The payment shall be made to the agency, linked to deliverables listed in section 4.7.1, 4.7.2, 4.7.3 of the RFP, timelines under 4.8 and acceptance of deliverables as per section 4.9 of the RFP . The details are as under:

Payment shall have 2 Components :

- **Fixed Component**

- 75% of the fee will be the fixed component : Agency can raise invoice after fulfilling all the reporting obligations and submitting the coaching diary, best practices etc

- **Performance linked Component**

- 20% of the fee will be linked to data quality of enrolment generated by the operator (PLC1)) (refer to table 4.11 A of the RFP for details)
- 5% of the fee will be linked to other parameters (PLC2) (refer to table 4.11 B of the RFP for details)

Fixed Component (75% of the total amount	Performance Linked Component (25% of the total amount)
Ongoing: This will be released every month	Will be released after the performance is assessed. Consists of 2 parts: PLC1: linked to data quality PLC2 : linked to other parameters

8.2	The Arbitration proceedings shall take place in New Delhi in India.
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Binding signature of Employer Signed by _____

(for and on behalf of the President of India)

Binding signature of Contractor Signed by _____

(for and on behalf of _____ duly authorized vide Resolution

No _____ dated _____ of the Board of Directors of _____)

In the presence of

(Witnesses)

1.

2.

Section 7: Annexure

APPENDIX - A

DESCRIPTION OF SERVICES

[Give Note: This Appendix will include the final Terms of Reference worked out by the "Employer" and the Training Agency during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by "Employer", etc.]

Appendix B

REPORTING REQUIREMENTS

[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies, etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C

MAN DAY RATE FOR THE FIELD COACHING SERVICES FOR THE REGIONS THE TRAINING AGENCY IS EMPANELLED

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

Appendix D

DUTIES OF THE "EMPLOYER"

(Include here the list of Services, facilities and property to be made available to the Training Agency by the "Employer").

Appendix E

Format of Bank Guarantee

Dear Sirs,

Guarantee No. _____

Amount of Guarantee _____

Guarantee cover from _____

Last date for lodgment of claim _____

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

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

_____) at the request of _____

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

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

BANK GUARANTEE

To

Deputy Director General (DDG),
Unique Identification Authority of India (UIDAI),
Planning Commission, Govt. of India (Gol),
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus, New Delhi – 110001

Dear Sir,

BANK GUARANTEE

WHEREAS

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

We are aware of the fact that as per the terms of the Contract,(Company name) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount INR (in words) and guarantee the due by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach / default of the

said Contract by our Constituent. In Consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we (Name and Branch of Bank) have agreed to issue this Bank Guarantee.

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

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

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

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

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

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

We hereby expressly waive all our rights:

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

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

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

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

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

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

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

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

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

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

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

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

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 _____ 20
11**

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.