



सत्यमेव जयते
Unique Identification
Authority of India

Online Request for Proposal (RFP Ver 2.0)
FOR
Aadhaar Data Quality Check Service
Agency (ADQCSA)

Unique Identification Authority of India
Ministry of Electronics and Information Technology, Govt. of India

2nd Floor, Tower I
Jeevan Bharati Building
Connaught Circus
New Delhi 110001

Ref. No. F. No. 4(4)/57/161/2012/UIDAI
Dated 02 August, 2017

In supersession of RFP ver 1.0 issued vide Ref. No. F. No.
4(4)/57/161/2012/UIDAI, Tender ID 2017_DIT_221282_1
Dated 11 July, 2017

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SECTION-I

Invitation to Bid and Introduction

PART-I: Notice Inviting Tender:

1. The CEO, UIDAI invites online bids from eligible bidder which is valid for minimum 180 days from bid submission end date as mentioned in critical date sheet for "Aadhaar Data Quality Check Service Agencies (ADQCSAs)". Manual Bids will not be accepted.
2. RFP documents may be downloaded from UIDAI Website: <https://uidai.gov.in/resources/uidai-documents/tenders.html> (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app>

Brief Scope of Work	The Unique Identification Authority of India (UIDAI), Ministry of Electronics and Information Technology, Government of India invites proposals for Engagement of Two Aadhaar Data Quality Check Service Agencies (ADQCSAs) to undertake the Quality Assurance work relating to processing applications of residents for Aadhaar enrolment and update of their Aadhaar related demographic data recorded with it. Detailed Scope of Work and services expected from the agencies are provided in the Section III - Scope of Work in the RFP document.
Tender Fee	Rs 1,000/= (Rupees One Thousand only) in the form of Bank Demand Draft
Earnest Money Deposit to be submitted	Rs 3.60 Cr (Rupees Three Crore sixty Lakhs only) in the form of Bank Demand Draft/Bank Guarantee

3. Bids shall be submitted online only at CPP portal website: <https://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned with 200 dpi with black and white option which helps in reducing size of the scanned document.
4. Not more than one bid shall be submitted by one Bidder. Under no circumstance will father and his son(s) or any other close relations who have business relationship with one another (i.e. where one or more partner(s)/director(s) are common), be allowed to bid for the same contract as separate competitors. A breach of this condition will render the bids of both parties liable to rejection.
5. Bidder who has downloaded the RFP from the UIDAI website <https://uidai.gov.in/resources/uidai-documents/tenders.html> or Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the RFP form including downloaded price bid template in any manner. In case if the same is found to be tempered /modified in any manner, Bid will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with UIDAI.
6. **Pre- Bid Meeting:** A pre-bid meeting or Open Forum shall be held on 19th Jul 2017 at 11.00 AM in Unique Identification Authority of India, 2nd Floor, Tower 2, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001. All prospective bidders are requested to send their queries or suggestions relating to the RFP by email to Sh. P K Jha, Deputy Director (E& U) praween.jha@uidai.net.in by 5.00 PM on Jul 18, 2017.
7. Based on queries and suggestions received from prospective bidders, if required, UIDAI may amend the RFP/issue corrigendum. Bidders are advised to visit again UIDAI website

<https://uidai.gov.in/resources/uidai-documents/tenders.html> and CPPP website <https://eprocure.gov.in/eprocure/app> at least 2 days prior to closing date of submission of RFP for any corrigendum / addendum/ amendment.

8. The UIDAI reserves the right to reject any or all the Bids in whole or part, prior to signing of the Contract, without assigning any reasons.

9. Critical Date Sheet:

Published Date	11 th Jul 2017
Bid Document Download / Sale Start Date	11 th Jul 2017 (3.00 PM)
Submission of Clarification End Date (only through e-mail)	18 th Jul 2017 (05.00PM) – Any clarification post this date & time will be rejected and not answered by UIDAI
Pre-bid meeting	19 th Jul 2017 (11.00 AM)
Issue of clarifications/corrigendum	02 August 2017
Bid Submission Start Date	16 th Aug 2017 (3.00 PM)
Bid Submission End Date	23 rd Aug 2017 (3.30 PM)
Bid Opening Date	24 th Aug 2017 (3.30 PM)

10. The Hard Copy of original instruments in respect of cost of Tender Fee and Earnest Money Deposit shall be submitted on or before bid opening date/time as mentioned in critical date sheet to Shri P K Jha, Deputy Director (E& U), Unique Identification Authority of India, 2nd Floor, Tower I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001, Phone – 011 23466827

PART-II: INTRODUCTION:

1. The UIDAI proposes to invite proposals from competent and eligible entities to engage the services of two different Agencies (ADQCSAs) to undertake the Quality Checking work of the Resident Aadhaar data relating to Enrolment and updates of Aadhaar. Both the agencies, in general, will have equal opportunity with respect to the quantum of work availability through the UIDAI portal following the procedure and protocols laid down by the UIDAI. The scope of work is further elaborated in the RFP.
2. The Unique Identification Authority of India (UIDAI) is mandated to issue unique numbers (Aadhaar numbers) to every resident in the country. The UIDAI has been issuing Aadhaar numbers in partnership with large number of Registrars across the country. The process of enrolments has gained momentum since the launch of project on 29th September, 2010 and more than 114 crore Aadhaar have been issued.
3. Aadhaar number is a 12-digit nationally valid unique life time identifier for Indian residents and many services are expected to ride on Aadhaar in future. Aadhaar platform is expected to become the country's central identity management system. The initiative to issue an Aadhaar number to every resident in India has, at its heart, an ambitious objective: to make identity easily authenticable and verifiable for residents across the country and to make service delivery more effective and efficient. The Aadhaar number is

expected to become a convenient, real-time means for individuals to verify their identity anywhere in India. Any agency wishing to authenticate the identity of any resident would be able to contact the UIDAI's Aadhaar database, the Central Identification Data Repository (CIDR), to verify that the 'residents are who they claim they are'.

4. Enabling Aadhaar for various services makes it essential to ensure that the resident information stored in the CIDR is accurate, relevant and up-to-date. Corresponding to changes in a resident's life events, movement to newer locations etc., demographic data such as resident's name, address, mobile number etc. are expected to change through the course of time. The biometric information may also require update with life progression, such as children completing 5/15 years of age, changes in appearance due to age progression, wearing-out of fingerprints, etc.
5. UIDAI provides facility to residents to update their data in CIDR from time to time and ensure that CIDR is up-to-date & accurate always. In view of the same and to further strengthen the quality aspects of the Aadhaar data, UIDAI has proposed to engage two Agencies to undertake the quality check of the residents Aadhaar data.
6. As per the process for Aadhaar enrolment and any related update in the Aadhaar data, residents are required to submit documents which include PoI/PoA/DoB/PoR. Irrespective of the type of enrolment, the documents are scanned and attached to the request for enrolment or update.
7. All Update modes can broadly be categorized into two categories:
 - Assisted Modes**– These are modes where residents place the Update request with the help of an operator at an enrollment/update center. In such a case, the documentary evidence is collected by the operator at the time of accepting the request.
 - Self-Service Modes** – These are modes where a resident places the update request directly without any Assistance. The resident may send/upload documentary evidence which may be verified against requested data at a later stage at UIDAI's Update back-office by a Verifier. UIDAI currently has three modes for Self Service Update, i.e. Online Portal, Registered Mobile and Physical Mail.
8. The two QC agencies shall undertake the backend work of checking the data received with the request for known and unknown errors (which might not be known now and may show up with implementation of the QC processes) as per the procedures prescribed by UIDAI from time to time. All enrolments and update requests received through the assisted mode shall only be in the scope of the QC agency and this RFP. However UIDAI may decide to give QC work related to **Self-Service Modes** also to these QC agencies on a later date with reasonable time to ramp up the required resources to meet the requirement. UIDAI proposes to engage two partner organization (ADQCSA), which has more professional expertise and would also have flexibility in adding /reducing the personnel as per the need of the time.

PART-III: INSTRUCTION FOR ONLINE SUBMISSION OF BID:

9. As per the directives of Department of Expenditure, this Tender document has been published on the Central Public Procurement Portal (URL:<https://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

1. Registration	<p>1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.</p> <p>2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p> <p>3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</p> <p>4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.</p> <p>5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.</p> <p>6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.</p>
2. Searching for Tender Document	<p>1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.</p> <p>2) Once the bidders have selected the tenders they are interested in, they may download the required documents / Notice Inviting Tender. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.</p> <p>3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk</p>
3. Preparation of Bid	<p>1) Bidder should take into account any corrigendum published on the RFP document before submitting their bids.</p> <p>2) Please go through the RFP document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers (Packets) in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p>3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the RFP document / Notice Inviting Tender and they can be in PDF and XLS formats only. Bid documents may be scanned with 200 dpi with black and white option.</p>

	<p>4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.</p>
<p>4. Submission of Bid</p>	<p>1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.</p> <p>2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Tender document.</p> <p>3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.</p> <p>4) The bidder shall seal the original Bank Draft/Pay order /Bank Guarantee as per Tender Fee and EMD and Original Integrity Pact in an envelope. The Bidder shall mark its name and Tender reference number on the back of the Bank Draft/ Pay order before sealing the same. The name and address of the bidder and the RFP Reference Number shall be marked on the envelope.</p> <p>The envelope shall also be marked with a Sentence “NOT TO BE OPENED BEFORE the Date and Time of Bid Opening”. If the envelope is not marked as specified above, UIDAI will not assume any responsibility for its misplacement, pre-mature opening etc.</p> <p>The bidder shall deposit the envelope in the tender box kept for this purpose at UIDAI HQ (Reception area, Third Floor)</p> <p>In case EMD is sent through Speed Post marked in the name of Shri P K Jha (DD) E&U Division UIDAI, please ensure that it must reach Enrolment and Update Division of UIDAI as per bid closing date and time mentioned in Notice Inviting Tender. EMD not meeting above deadlines will not be accepted and their uploaded bid will be rejected.</p> <p>5) A standard BoQ.xls format has been provided with the Tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.</p> <p>6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p>7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The</p>

	<p>confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.</p> <p>8) The uploaded Bid documents become readable only after the Tender opening by the authorized bid openers.</p> <p>9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.</p> <p>10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p>
<p>5. Assistance to Bidders</p>	<p>1) Any queries relating to the RFP document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the RFP.</p> <p>2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315, 91-7878007972 and 91-7878007973, 0120-4200462, 0120-4001002 , 91-8826246593</p>
<p>6. Online Submission of Bid</p>	<p>The Bid shall be submitted online in 2 Packets, viz.,</p> <p><u>Packet (1)</u></p> <p>Part I –Checklist + Tender Fee + EMD +Integrity Pact+ FORM 1 + Eligibility criterion supporting documents</p> <p>Part II - FORM 2 Technical Proposal Cover Letter + FORM 2,3,4,7 & 8 with supporting documents</p> <p><u>Packet (2)</u></p> <p>FORM 5 + FORM 6 -Summary of Cost- BoQ.xls</p> <p>All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. Checklist should be added covering all the required documents for easy referencing.</p> <p>All the files mentioned below should be in .PDF format except for the FORM 6 BoQ, which should be .xls format.</p> <p>The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.</p>

SECTION-II

INSTRUCTION TO BIDDERS

PART-I: GENERAL:

Definitions	<p>a) ABIS – Automated Biometric Identification System</p> <p>b) “Applicable Law” means the laws and any other instruments having the force of law in India.</p> <p>c) “ADQCSA Team” means the successful bidder(s) who has(ve) to provide services to UIDAI under the scope of this Bid/Contract. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives and approved sub-contractors or other personnel employed or engaged either directly or indirectly by the ADQCSA for the purposes of the Contract.</p> <p>d) “Bidder” means the entity bidding for the services under the Contract.</p> <p>e) “Contract” means the Agreement entered into between the Purchaser and the Service Providers, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein.</p> <p>f) “Contract value” means the price to be paid for the performance of the Services, in accordance with Clause GC 6, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.</p> <p>g) “Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder’s team by virtue of this Contract that: is by its nature confidential or by the circumstances in which it is disclosed confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.</p> <p>h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.</p> <p>i) “GC” mean these General Conditions of Contract.</p> <p>j) “Government” means the Government of India.</p> <p>k) “In writing” means communication in written form with proof of receipt.</p> <p>l) “Instructions to Bidders” (Section II of the RFP) means the document which provides interested Bidders with all information needed to prepare their bids. This document also details out the eligibility criteria and process for the</p>
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	<p>selection of the Service Provider</p> <p>m) "Party" means the Purchaser or the Service Provider, as the case may be, and "Parties" means both of them.</p> <p>n) "Personnel" means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>o) "Purchaser" means the Unique Identification Authority of India (UIDAI) with which the selected Bidder signs the Contract for the Services.</p> <p>p) "QC Agency (ADQCSA)" means the Firm(s) with whom the order has been placed for providing Services as specified in this Bid/Contract and shall be deemed to include the ADQCSA's successors, representatives (approved by the Purchaser), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the Contract</p> <p>q) "Resident" means normal resident of India.</p> <p>r) "Service Provider" means any private or public entity that will provide the Services to the Purchaser under the Contract. The Service Provider is the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement.</p> <p>s) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>t) "Services" means the work to be performed by the Service Provide pursuant to this Contract, as described in Scope of Work at Section-III of RFP hereto.</p> <p>u) "Scope of Work" (SoW) means the Section III of the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Purchaser and the Service Provider. It also includes the Service Level Agreement (SLA).</p> <p>v) "SLA" refers to Service Level Agreement as defined under the Scope of Work section in the RFP.</p> <p>w) "Standard Contract" means the Annexure-II of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Service Provider.</p> <p>x) "Site" means the facilities approved by UIDAI for the purposes of the Contract wherein the operations/services as specified in the 'Scope of Work' are to be provided/carried out</p> <p>y) "Second Service Provider" means the bidder who chooses to match the 'Discovered Rate' as per the process prescribed in Part IV of Section II- 'Selection Process' and declared as such by UIDAI.</p> <p>z) "UIDAI" means Unique Identification Authority of India and is referred as the Purchaser.</p>
<p>1. General</p>	<p>1.1. All the provisions listed out in the Request for Proposal (RFP) issued by the UIDAI shall be binding upon the participating bidders of this RFP.</p> <p>1.2. The UIDAI will select Service providers, in accordance with the method of selection as detailed in "Selection Process" in Part-IV of Section-II of the RFP</p> <p>1.3. The detailed scope of the assignment/ job has been described in the Scope of Work in Section III of RFP.</p>

	<p>1.4. The date, time and address for submission of the bid have been given in the Notice Inviting Tender for RFP in Part-I of Section -I of RFP.</p> <p>1.5. Interested Bidders are invited to submit the documents for Pre -Qualification, Technical Bid and Financial Bid, strictly as per “Bid Preparation and Document Checklist” as per Part V of Section II of the RFP.</p> <p>1.6. The Purchaser is not bound to accept any or all the bids, and reserves the right to annul the selection process at any time prior to award of Contract, without thereby incurring any liability to the Bidders.</p>
Bid Validity	1.7. The Bid must be valid for 180 days from the last date of bid submission
Consortium	1.8. Bids received from Consortiums will not be considered. Such bids shall be termed as ‘invalid’
Tenure of Contract	<p>1.9. The Contract shall be in force for Three (3) years subject to adherence to timelines/time frame and as per the Terms and Conditions of the Contract.</p> <p>1.10. Extension of the contract: The contract may be extended by two more years, on year to year basis as per Clause 2.10 Extension of Contract of General terms of extension. However, extension shall be subject to the satisfactory performance of the service provider and solely at the discretion of the purchaser.</p> <p>1.11. Termination of the contract: Notwithstanding the allocation of work during the Contract period and/or tenure of Contract, the UIDAI, without prejudice or liability, reserves the right to terminate the contract.</p>
2. Clarification and amendment of RFP Document	<p>2.1. Bidders may request a clarification in the RFP document up to the Clarification End Date as per Notice Inviting Tender. Any request for clarification must be sent only through electronic mail to praveen.jha@uidai.net.in. The format for submitting queries is provided at Annexure IV of Section V of the RFP.</p> <p>2.2. At any time, before the submission of Bids, the Purchaser may amend the RFP by issuing an addendum/ corrigendum in writing or by standard electronic means and publishing it on “https://eprocure.gov.in/eprocure/app”</p>
3. Preparation of Financial bid	<p>3.1 The preparation of the Bid as well as all related correspondence exchanged by the Bidders and the Purchaser, shall be in English</p> <p>3.2 The Financial Proposal shall be prepared using the FORM 5- Commercial Proposal Cover Letter and FORM 6 – Commercial Proposal Format - BOQ.xls (Annexure-I of Section V). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.</p> <p>3.3 Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs.00.00)</p>
Taxes	3.4 The Bidder shall be subject to taxes, such as, but not limited to VAT, GST, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. Bidders shall specify all such taxes in the financial bid

<p>4. Earnest Money Deposit (EMD)</p>	<p>4.1 Earnest Money Deposit by the bidders:</p> <ul style="list-style-type: none"> i. An EMD of the value “ Rs. 3 Crore 60 lacs “ will be submitted in the form of Demand Draft in favor of “Unique Identification Authority of India ” payable at New Delhi ii. EMD in the form of Bank Guarantee will also be accepted. The Bank Guarantee may be addressed to the ‘Unique Identification Authority of India” payable at New Delhi. The Bank Guarantee should be valid for minimum 45 days beyond the bid validly period. iii. Bid not accompanied by EMD shall be rejected as non- responsive. iv. No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit. v. The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract. vi. EMD is to be obtained from the bidders except those who are registered with Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation or Ministry of Electronics and IT.
<p>5. Forfeiture of EMD</p>	<p>The EMD shall be forfeited by the Purchaser in the following events:</p> <ul style="list-style-type: none"> i. If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof ii. If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof. iii. If the Bidder tries to influence the evaluation process. iv. If the Bidder/s selected as ‘Service Provider chose to withdraw the Bid before the finalization process. v. If the successful bidder fails to sign the contract or the performance guarantee is not submitted within the time specified
<p>6. Tender Fees</p>	<p>The RFP is available to be downloaded online, free of cost. However, at the time of submission of RFP, bidders are required to send the Original Demand Draft for Rs. 1000/- in favor of “Unique Identification Authority of India” payable at New Delhi.</p> <p>This RFP Fees should be clearly marked “Bid Fee” and submitted to UIDAI before bid opening date. The fee thus submitted is Non- Refundable</p>

<p>7. Performance Bank Guarantee</p>	<p>The selected Bidders shall be required to furnish a Performance Bank Guarantee equivalent to 5% of the estimated total contract value, derived from the value quoted by the Agencies designated as L1, in the form of an unconditional and irrevocable Bank Guarantee from a scheduled commercial bank in India in favor of 'Unique Identification Authority of India'. New Delhi. PBG will be valid for 90 days beyond the contract conclusion date. The Bank Guarantee must be submitted within 10 calendar days after award of contract but before signing of contract. In case of contract extension, the selected ADQSAs must renew the Bank Guarantee on same terms and conditions but with revised contract value for the extended period. Performance Bank Guarantee would be returned after successful completion of tasks assigned to ADQSA and after adjusting/ recovering any dues recoverable/ payable from/ by the Bidder on any account under the contract.</p> <p>On submission of this Performance Bank Guarantee and after signing of the contract, the demand draft/bank guarantee submitted towards EMD would be returned in original.</p> <p>In case there is substantial increase in the volume of work from the initial assigned volume of work, UIDAI reserves the right to ask the Service Provider to furnish additional Performance Bank Guarantee proportional to the increase.</p>
<p>8. Bid Submission</p>	<p>8.1 The Proposal shall be submitted online as per Section I Part III – Instruction to bidder for Online Submission of bid. The important dates related to Bid submission, Bid closing & Bid opening are mentioned in Notice Inviting Tender Document. Manual/Physical Bids will not be accepted.</p> <p>8.2 An authorized representative of the Bidders shall initial/sign all pages of the original Bid before uploading. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign the bid on behalf of the bidder.</p> <p>8.3 For instructions on online bid preparation, Checklist of documents required for bid submission please refer Part II Section I and Part-V of Section-II (Packet 1 and Packet 2).</p>
<p>9. Right to Accept/Reject the Bid</p>	<p>Purchaser reserves the right to accept or reject any Bid and to annul the RFP process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.</p>
<p>10. Online Bid Opening and Evaluation</p>	<p>Bids shall be opened publicly on the date & time specified in the Notice Inviting Tender, in the presence of the Bidders' representatives who choose to attend.</p>
<p>11. Dis-qualification</p>	<p>Purchaser may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:</p> <ul style="list-style-type: none"> i. Submitted the application after the response deadline; ii. Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements; iii. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three

	<p>years;</p> <p>iv. Submitted an application that is not accompanied by required documentation or is non-responsive;</p> <p>v. Failed to provide clarifications related thereto, when sought;</p> <p>vi. Submitted more than one application ;</p> <p>vii. The bidder qualifies the proposal with his own conditions.</p> <p>viii. In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.</p>
12. Award of Contract	<p>12.1 The Purchaser shall issue a 'Letter of Intent' to the selected Bidders after mutual acceptance of the Work Plan.</p> <p>12.2 The Bidders will sign the contract as per the standard Contract form in Annexure II within 15 days of issuance of the letter of intent.</p> <p>12.3 The Bidders are expected to commence the assignment as per the timelines provided in PART-II - SPECIAL CONDITIONS OF CONTRACT Cl. 2.3. In case the winning Bidder fails to start the assigned work as per timelines provided in PART-II - SPECIAL CONDITIONS OF CONTRACT Cl 2.3, then the Purchaser may cancel the award of work to the lowest bidder and negotiate with the next lowest bidder, as the case may be, for award of work.</p>
13. Termination of Contract	Notwithstanding the duration of the contract the termination of the Contract is subject to the conditions as stipulated in Para 2 of General Conditions of Contract at Part –I of Section IV of the RFP.
14. Non Exclusivity	UIDAI reserves the right to engage any other agency that it identifies to have fulfilled the criteria required for the proposed services in this RFP at any point of time during the tenure of the contract period or beyond the tenure of the contract period
15. Reverse Auction	<p>15.1 After opening of the commercial bids of the eligible bidders, reverse auction process (RAP) will be done for the bidders as per the scheduled date and time to be intimated later.</p> <p>15.2 After opening of the commercial bids, the lowest value quoted for handling one QC request by the bidders will become the auction start price for auction and all technically qualified bidders have to quote below the auction price in the auction.</p> <p>15.3 The interested bidder can bid lower than the opening price in multiples of 05 paise as the decrement value.</p> <p>15.4 Only one bidder shall be at a lowest rank, which means only one L1.</p> <p>15.5 A bidder can continue to revise his bid till the auction ends. However, the bidder cannot quote bid equal to the Leading / Lowest Bid. He must always quote lower than the Leading/Lowest Bid.</p> <p>15.6 System protects bid and bidder information till auction gets over and displays only the current L1 price to all the bidders.</p> <p>15.7 Initial period of reverse auction will be two hours. There will be auto extensions of time every time by ten minutes in case of any reduction recorded in the last ten minutes. The reverse auction will come to a close only when there is no further reduction recorded in the last ten minutes slot.</p> <p>15.8 The log details of the entire reverse auction process will be generated by the</p>

	<p>system once the process of reverse auction is completed. This will depict original ranking of bidders and revised ranking post Reverse auction process.</p> <p>15.9 If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the valid price of that bidder. The status of the bidder (L1, L2 etc) shall be evaluated considering either the bid price submitted in Reverse auction or the Price quoted in the price bid, whichever is lower.</p> <p>15.10 Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.</p> <p>15.11 Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.</p> <p>15.12 All electronic bids submitted during the reverse auction process shall be legally binding on the bidders. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder and acceptance of the same by UIDAI will form a binding contract between UIDAI and the bidder for entering into a contract.</p> <p>15.13 If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high compared with estimated price, the UIDAI management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, management may not accept such bid and go for another tender process.</p> <p>15.14 In case of disruption of service at the service provider's (CPPP) end while the RAP is in progress, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again for a period of two hours. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders.</p> <p>15.15 However, if Reverse Auction does not lead to any bid, UIDAI shall reserve the right to award the job based on the lowest prices quoted in online commercial bid.</p>
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PART-II: ELIGIBILITY CRITERIA:**TABLE 1. CRITERIA FOR PRE-QUALIFICATION:**

Bidders shall submit EMD, integrity pact and Tender Fee in a sealed envelope titled “/EMD, Integrity Pact, and Tender Fee - RFP for AADHAAR DATA QUALITY CHECK AGENCIES” to the address as mentioned before the bid submission end date.

Copy of EMD, integrity pact and Tender Fee also needs to be uploaded on e-procure portal under the separate cover as provided above. If the Bid Securing Declaration /EMD, Integrity Pact and Tender fee are not received by the prescribed date and time, the Proposal submitted by the Bidder will be liable to be summarily rejected.

Integrity Pact shall be submitted in the format provided in **Appendix VI-F**

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)
1.	Company registered in India under the Companies Act 1956	Certificate of Incorporation/ Registration	
2.	The Bidder should have been in operation for a period of at least 5 years as of 31-05-2017, as evidenced by the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies;	Certificate of Incorporation/ Registration	
3.	The Bidder should have a minimum 500 employees on its rolls as on 31-05-2017	Certificate by HR head of the bidder	
4.	Average overall annual turnover of at least Rs.100.00 crore (Rupees hundred crore only) from the Manpower supply/ outsourcing, back end processing, data entry/data verification/ ITES and similar services/ support operations during the previous three financial years (2013-2014, 2014-2015 & 2015-2016)	Audited/ Certified financial statements & annual report for 2013-2014, 2014-2015 & 2015-2016. In case revenue from “similar services”* is not mentioned explicitly, a certificate from the Company Secretary/Statutory auditors of the Company qualifying the revenue.	
5.	Should have filed income tax returns for the three financial years (2013-2014, 2014-2015 & 2015-2016).	Copy of the IT returns for 2013-2014, 2014-2015 & 2015-2016, duly acknowledged by Income-Tax Department	
6.	“The bidder should not be blacklisted or debarred banned from participating or carrying out business with the UIDAI or the Ministry of Electronics & IT or the entire Central Government at the time of the submission of the bid. An undertaking from the bidder, in this regard, should be submitted. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder.”	Certificate from Authorized signatory`	
7.	Should have experience of similar* completed or ongoing projects after March 2013 of value 1 project of Rs 100 Cr or 2 project of Rs 50 cr or	Work Order + completion Certificate from client. For ongoing project bidder needs to submit certificate from the client along with work order. Other documentary proof issued by client establishing	

	3 Projects of Rs 35 Cr Ongoing may also be considered if the service delivery under the project has started before March 2017.	completion of the project such as Final Payment advisory, acceptance of final deliverables as per the contract, proof of completion available on the client website, etc. may also be acceptable.	
8.	The Bidder must have a single facility with a capacity of at least 100 persons.	Self-certification – may be verified by UIDAI in future	
9.	Should have ISO 9001::2008 Certification or higher quality certificate	Copy of certificate	
10.	Bidder should submit Authorization Document in form of Power of Attorney or Board resolution in the name of Authorized person signing the bid	Authorization document	

***Similar project implies-** ITES projects or projects where the vendor was selected for undertaking backend processing work, data entry or data verification for the client which included scanned document verification and also the volume of the work was equivalent to at least more than 20 lakh records per annum.

PART-III: TECHNICAL EVALUATION CRITERIA:

TABLE 2

S.No.	Criteria	Weight-age	Sub-weight-age	Documents Required
1	Company Profile	30		
1.1	Average Turnover from Similar business (Manpower supply/ outsourcing, back end processing, data entry/data verification, ITES and similar services/ support operations) in last three financial years ie three financial years (2013-2014, 2014-2015 & 2015-2016) <ul style="list-style-type: none"> • 500 cr or more : 10 marks • More than 200 cr and less than 500 cr : 5 marks • 100 cr and up to 200 cr: 3 marks 		10	Audited/ Certified financial statements & annual report for 2013-2014, 2014-2015 & 2015-2016 clearly mentioning the turnover from “similar services”. In case revenue from “similar services”* is not mentioned explicitly, a certificate from the statutory auditors/Company Secretary of the Company mentioning the respective year wise turnover should be provided
1.2	Existing language capabilities in Assamese, Bengali, English, Gujarati, Hindi, Kannada, Konkani, Malayalam, Manipuri, Marathi, Nepali, Oriya, Punjabi, Tamil, Telugu and Urdu with respect to number of resources with the bidder <ul style="list-style-type: none"> • All 16 languages - 5 marks • 12-15 Languages – 4 		5	Self-Certification and details with regards to what is the current capabilities

S.No.	Criteria	Weight-age	Sub-weight-age	Documents Required
	marks <ul style="list-style-type: none"> • 9 - 11languages – 3 marks • Less than 9 but minimum 6 languages – 1 marks • Less than 6 – 0 marks 			
1.3	Current infrastructure and seating capacity <ul style="list-style-type: none"> • 1000 seats and more: 5 marks • >500 seats and <1000: 3 marks • 100 seats and up to 500 seats: 2 marks 		5	Self-Certification (subject verification in case UIDAI requires)
1.4	Size of single largest customer supported in last five years with respect to volume of work (Highest volume to get 10 marks and rest on percentile tile basis rounded off to whole number)		10	Certificate/ WO from the client verifying the claim mentioning scope of services, cost of the relevant service component of the project,
2	Organizational Capability	25		
2.1	Experience in similar projects in last 5 years till 31-05-2017 of value at least 20 crore. 4 marks for each project. Maximum of 5 projects.		20	Work Order + completion Certificate from Client. For ongoing project Bidder needs to submit certificate from the client. Other Documentary proof issued by client establishing completion of the project such Final Payment advisory, acceptance of Final deliverables as per the contract, proof of completion available on the client website, etc. may also be acceptable.
2.2	*Qualification & experience of Project Manager and QC center heads		5	CV of the Project Manager and at least 5 QC center heads
3	Methodology, Work plan & Understanding of the Requirements	45#		
3.1	Robustness of Implementation Plan		15	Level of detail, risk mitigation, practicality, number of locations
3.11	Plan to go steady state in shortest time		2.5	
3.12	Additional measures to exceed Quality SLA		2.5	
3.13	Additional measures to exceed TAT SLA		2.5	
3.14	Ability to take on sudden variations in load		2.5	

S.No.	Criteria	Weight -age	Sub-weight-age	Documents Required
3.15	Measures to ensure minimum down time for systems deployed by ADQCSA		2.5	
3.15	Use of IT tools / EMS for management of Hardware / Applications and HR		2.5	
3.2	Work Force Management		5	Plan for ramp-up/contingency for attrition/ maintaining multi-lingual proficiency.
3.21	Availability of reserve resources		2	
3.22	Employee pay roll system and artifacts to be provided while invoicing		1	
3.23	Adherence to statutory provisions like EPFO, maternity leave, medical insurance etc. Certificate to the effect, signed by HR Head, to be provided by ADQCSA along with quarterly invoices		1	
3.24	Employee incentive / award system		1	
3.3	Physical infrastructure available or planned for		5	
3.31	Description of centers and connectivity to UIDAI DC proposed to be set up. Adequacy in terms of suitability of location, physical and data security, power backup, environmental protection, telecom infrastructure.		2	
3.32	Security measures like CCTV with live streaming to UIDAI HQ and ROs		2	
3.33	Amenities planned at centers		1	
3.4	Recruitment Process that the bidder would adopt for engaging the resources		15	
3.41	Identification of resources with prior similar experience		5	
3.42	Measures over and above standard Background Check to ensure resource's integrity		5	
3.43	Commitment for employee retention. Vendors to give commitment of % of employees that will have		5	

S.No.	Criteria	Weight-age	Sub-weight-age	Documents Required
	minimum of 3 months experience <ul style="list-style-type: none"> • 95% or more – 5 • 90% or more – 3 • 85% or more – 2 • Less than 85% - 0 A certificate, signed by HR head, that retention percentage is within the committed level will be provided by the ADQCSA along with the quarterly invoices.			
3.5	Training methodology		5	Training methodology, trainers, training areas and training infrastructure and related suggestions
3.51	Training infrastructure proposed to be established for duration of the contract		2.5	
3.52	Use of ICT tools, VC for imparting training		2.5	
	Total weightage		100	

Note:

- * Finally shortlisted bidders will deploy persons whose CVs have been submitted as part of the bid. Suitable alternate, equivalent or higher CVs would be offered to UIDAI to choose from, in case any change is required later.
- # These marks will be allocated based on bidders presentation to the evaluation committee and detailed plans/documents submitted as part of the bid.
- Supporting Documents along with Checklist are required to be submitted in accordance with the Technical Evaluation Criteria above.
- The UIDAI reserves the right to visit any or all the short-listed bidders for a physical verification of stated capacities and capabilities. Discrepancy between stated capacity/capabilities and site verification shall result in immediate disqualification.
- **Bidder must score at least 70 or more marks in technical evaluation to be considered for further evaluation.**

PART-IV: SELECTION PROCESS:

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

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

1. Evaluation of pre-qualification bids

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

2. Evaluation of Technical bids

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

- a. The bidders' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and adopting the evaluation criteria spelt out in Table 2, Part III of Section II of this RFP.
- b. **Proposal Presentations** The committee will invite each bidder to make a presentation to the tendering authority at a date, time and location determined by the tendering authority. The purpose of such presentations would be to allow the bidders to present their proposed solutions to the committee and the key points in their proposals.
- c. The committee may seek oral or written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional, technical faculties in the evaluation process.
- d. Depending on the evaluation methodology mentioned in points a, b and c, each Technical Bid will be assigned a technical score out of a maximum of 100 points.
- e. The bidders, who scores a Technical score of **70 marks or more**, will qualify for the evaluation in the commercial process.
- f. The list of “Technically Qualified Bidders” will be published on

<https://eprocure.gov.in/eprocure/app>

3. Evaluation of Commercial bids

- a. The Commercial Bids of the “Technically Qualified Bidders” only will be opened.
- b. It is envisaged to engage 2 (two) ‘ADQCSA’ for the work.
- c. The bids shall be evaluated on Discovered rate as per the Reverse Auction Process and shall be exclusive of all taxes.
- d. The bidder having the lowest bid through Reverse Auction process shall be declared as lowest bid (L1) and all others also declared as L2, L3.....Ln .
- e. The lowest rate L1, received from a qualified bidder will be treated as the “**Discovered Rate**”.
- f. Once the L1 bidder is identified, the bidder at L2 will be given first rights to match the L1 rate to receive an order for carrying out the services.
- g. In case, L2 is unable to match the rate quoted by L1, the option shall be passed to L3, this process will be repeated moving from L3 to L4 and so on, till one more successful bidder emerges, offering the service at the discovered rate.
- h. In the interest of time, the bidders from L2 to the highest will be asked to match the Discovered Rate simultaneously, or express inability to do so within three days of such written notice.
 - i. Even after ‘Reverse Auction’, if there is a tie between 2 bidders at L1 level (Discovered Rate), both bidders will be treated as L1.
 - ii. In case of a tie among 3 or more bidders at L1 level (Discovered Rate), only two bidder with higher technical score will be treated as L1.
 - iii. In case of a tie between 2 or more qualifying bidders at L2 level, the bidder with higher technical score will be treated as L2.

4. Contract Finalization and Award

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

The estimated volume of work to be done is indicated in the Scope of work in the RFP. However, UIDAI, shall conduct a periodic review of the requirement of the project. The work to be done for each bidder may increase or decrease during the contract period. However, both agencies shall be free to undertake work beyond their quantum of work, which is not completed by the other agency, provided such work is available for them at the UIDAI Portal, for which the payment shall be made as per the discovered rates.

Further, UIDAI may display each ADQCSA’s performance on the portal in terms of quality and quantity of QC undertaken.

PART-V: ONLINE BID PREPARATION AND DOCUMENTS CHECKLIST:

1. **PACKET I PART I - DOCUMENT CHECKLIST + EMD +INTEGRITY PACT TENDER FEE + PREQUALIFICATION FORM + SUPPORTING DOCUMENT**
 - a. Scan Copy of Tender Fee Draft
 - b. Scan Copy of EMD Fee Draft/Bank Guarantee
 - c. Scan Copy of Integrity Pact
 - d. Signed and Scanned Copy of FORM 1
 - e. Signed and Scanned Copy of Checklist specified in Section II PART-III: ELIGIBILITY CRITERIA: TABLE 1 and all the supporting document.

2. **PACKET I PART II – TECHNICAL PROPOSAL FORMS AND SUPPORTING DOCUMENTS**
 - a) Signed and Scanned Copy of all the Technical Forms (FORM 2, FORM 3, FORM 4) provided in Section V and all the supporting documents specified in Section II TABLE 2 :TECHNICAL EVALUATION CRITERIA
 - b) Signed and Scanned Copy of FORM 7 and FORM 8

3. **PACKET II FINANCIAL BID FORM + BOQ.xls**
 - a) Signed and scanned copy of FORM 5: Commercial Proposal Cover Letter
 - b) FORM 6 – Commercial Proposal Format - BOQ_xls

The bidder shall quote the **cost of processing per request** for providing services as per the Scope of Work given in Section III which shall be exclusive of all the statutory taxes, levies, duties etc. The **cost of processing each QC request** quoted shall be inclusive of all costs to be incurred by the agency for providing other additional services including but not limited to QC center facility, its management/ maintenance, manpower, Security, IT equipment installed for the purpose, connectivity etc. specified in the 'Scope of Work'. The cost quoted shall be inclusive of all incidental expenses except taxes. However, Bidder shall mention all applicable taxes separately as per the commercial bid format. Any conditional bids shall be summarily rejected during the evaluation of the financial bids.

SECTION-III

SCOPE OF WORK, DELIVERABLES AND SLAs

1. Introduction:

The Unique Identification Authority of India (UIDAI) is a statutory authority established under the provisions of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 ("Aadhaar Act 2016") on 12th July, 2016 by the Government of India, under the Ministry of Electronics and Information Technology (MeitY).

Under the Aadhaar Act 2016, UIDAI is responsible for Aadhaar enrolment/update and authentication, including operation and management of all stages of Aadhaar life cycle, developing the policy, procedure and system for issuing Aadhaar numbers to individuals and perform authentication. UIDAI is required to ensure the security of identity information and authentication records of individuals.

Under the Aadhaar Act 2016, the UIDAI has been given the responsibility to lay down plan and policies to implement UID scheme, own and operate the UID data base, be responsible for its updation and maintenance on an ongoing basis. Implementation of the UID scheme, inter alia, entails generating and assigning UID numbers (Unique Identification Numbers called Aadhaar numbers) to residents. The key role of UID number is that of an enabler – by establishing an identity and providing an identity authentication mechanism that helps Governments design better welfare programs, enables residents to access resources and services more easily wherever they live, and allows agencies and programs to deliver benefits and services effectively and transparently.

For effective implementation of the Scheme, the UIDAI has awarded several contracts to vendors for performing various functions including the Enrolment agencies engaged in Enrolment and update of the Aadhaar data. UIDAI has established standard mechanism and processes for undertaking the Quality check of the Aadhaar Data as and when enrolment or update is requested in the system by residents.

With the objective to strengthen and maintain continuity in the process of Quality check, ADQCSA shall provide requisite resources to carry out QC activities for Enrolment and Update data. For this purpose, UIDAI proposes to engage two service agencies to assist the UIDAI in managing the QC work through this RFP.

2. Over view of Scope of Work

- 2.1. Only request received through assisted mode for enrolment and update shall be in the current scope of this RFP. However UIDAI at a later stage in the project may include QC request processing for Self/online mode in the scope of work of the QC agencies at the same cost. QC agencies shall be provided reasonable time and notice period to prepare and ramp up the resources to undertake such work.
- 2.2. UIDAI has engaged MSP (Managed Service Provider) for development, maintenance and support for various IT related systems and components of the Aadhaar ecosystem. UIDAI, through the MSP has developed an application for undertaking document based QC for the Enrolment and update request received from the residents.
- 2.3 The Quality Check application developed by UIDAI MSP may be modified during the currency of the agreement as per changes in processes for enrolment, updation or quality check as well as to incorporate business process re-engineering with an aim to enhance efficiencies of the entire system of Aadhaar which may result in change of quantum of QC work. This shall be dealt through the Change Request procedure on mutually agreed terms under the contract as defined at Appendix VI-G. The value of such change will not be more than 25% of the total value of the contract.

- 2.3. ADQCSA shall provide the services to undertake the data quality and completeness check. For this purpose, ADQCSA shall establish and manage exclusive Data quality check centers, establish secure data connectivity with the UIDAI systems, deploy its manpower to undertake the services, ensure security at the ADQCSA premises and manage operations as per the Guidelines/ instructions provided by UIDAI from time to time.
- 2.4. Data verification through QC process shall remain an important component of the Aadhaar Enrolment or update process. UIDAI commits a timeline with respect to enrolment and update process to the resident. Thus, it is important that the timelines and related SLA shall be adhered to by the ADQCSAs.
- 2.5. Bidders must familiarize themselves with the latest state-wise Aadhaar saturation data and documents required for enrolment & update process as available at UIDAI website for better understanding of Aadhaar process and working out the quantum of time required for each process and likely manpower requirements.
- 2.6. The finalized ADQCSAs will study existing Enrolment, Update processes and existing QC process for initial 04 weeks. The ADQCSAs shall submit a BPR study report suggesting improvements for process re-engineering based on established BPR methodology and best practices, for consideration of the UIDAI Authority. These however, will not affect timelines or any other or all deliverables of ADQCSAs in any manner.
- 2.7. ADQCSA shall maintain the confidentiality of the data and adhere to the code of conduct, IT security policy as provided by UIDAI and any amendments thereof during the contract period.

3. Enrolment process and envisaged volume

- 3.1. UIDAI Registrars have engaged Enrolment Agencies (EAs) for undertaking collection of demographic and biometric data for Aadhaar enrollment.
- 3.2. During the enrolment process the operator of the EAs enters the data of the residents and collects the copies of the relevant document. These documents are then scanned and attached with the record against the EID number generated in the process.
- 3.3. Below is the trend with respect to enrolment for last one year.

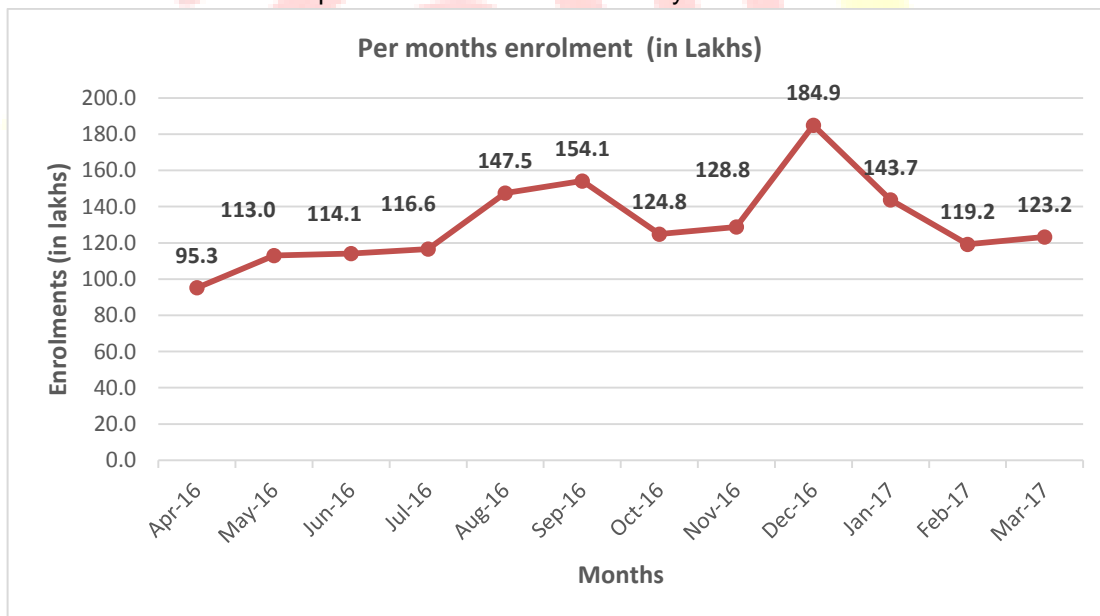


Table for language wise trend is provided at the **Annexure VI** of this RFP

4. Aadhaar data update and envisaged volume

- 4.1. Enrolment Agencies (EAs) also accept update request from the residents to update the Demographic and biometric data. Additionally, residents can update their Aadhaar data through online mode or through postal facility. However only update through the Enrolment centers through assisted mode is in scope for ADQCSA.
- 4.2. The number of requests for update is expected to increase as the number of residents enrolled in Aadhaar database increases. As more and more services will start using Aadhaar platform in the future and, therefore, the resident's need to update their information in Aadhaar database will also rise.
- 4.3. Below is the trend with respect to Aadhaar Data updates for last one year.

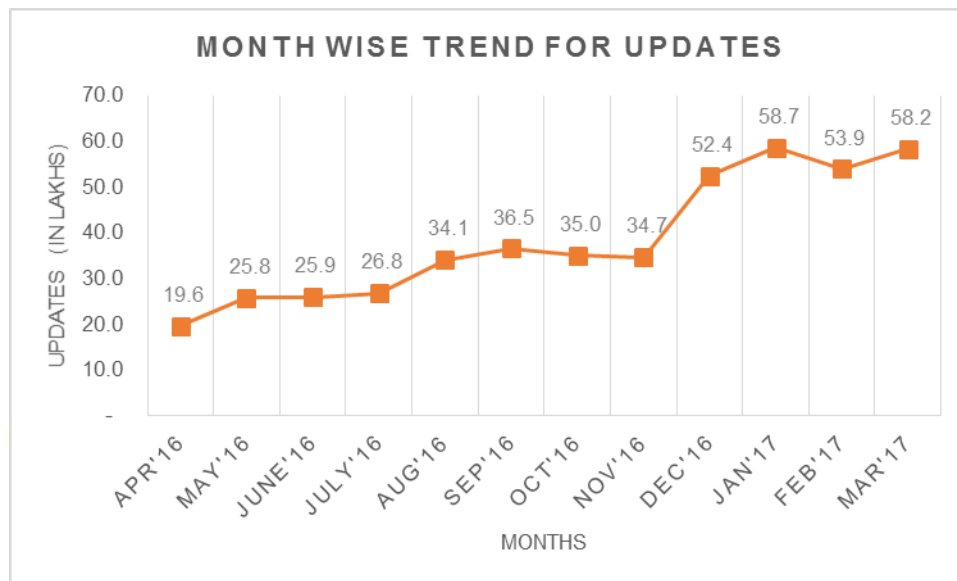


Table for language wise trend is provided at the **Annexure VI** of this RFP

5. Estimated total Volume and scope of work

- 5.1. The estimated volume cumulatively for Aadhaar enrolment and update for a period of 3 years is envisaged to be approximately 40 - 45 Cr records. However, UIDAI provides no assurance of the volume or the equal spread of the volume over the period. Bidders must make their own business assumptions for the same, based on data shared in this RFP and available on UIDAI website. UIDAI expects fluctuations in the monthly volumes for both enrolments and updates. Bidders must make their own assessment and should consider the same while submitting their bids.
- 5.2. UIDAI QC application shall divide the total packets uploaded every day, equally between both the QC Agencies. ADQCSAs shall have to complete all records provided daily as per the SLA.
- 5.3. It is expected that there will be fluctuations both in the enrolment and update volumes owing to events and future policy decisions. ADQCSAs will need to cater for such fluctuations.
- 5.4. TAT SLA shall only be applicable after initial 90-day period (from signing of the contract) during which it is expected that the agencies shall have deployed adequate QC resources to undertake the required number of QCs per day.
- 5.5. During the entire contract period, UIDAI shall provide the historical data with regards to number

of request received for enrolment and updates to the QC agencies on monthly basis. QC agencies are expected to utilize the data to analyse future volume expectation from these (estimation with respect to next six-month period SLA) and adjust in the resources accordingly.

- 5.6. Bidders should note that for child enrolment in Aadhaar, only PoR (proof of Relationship) is accepted as valid document. For such enrolment, the Aadhaar number of parents is accepted as valid PoR. Child enrolment requests are estimated to be nearly 2.5 Cr per year. For such enrolment, QC request is expected to take much less time with respect to enrolment in case of residents with more than five years of age.

6. Hire & Train Manpower for QC process

- 6.1. **Hiring Manpower:** The ADQCSA shall hire manpower to undertake operations as per the guidelines prescribed by UIDAI. This would include but not limited to

6.1.1. **QC Operator:** Operators shall be employed by ADQCSA to execute the QC at the centre and should satisfy the following criteria:

- a. The person should be of age 20 years and above.
- b. Graduation.
- c. The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.

6.1.2. **Reviewer:** For every 20 Operators employed by ADQCSA, one reviewer shall be deployed at the centre. He would also assist ADQCSA in managing the team and should satisfy the following criteria:

- a. The person should be of age 22 years and above.
- b. Minimum educational qualification - Graduation.
- c. Minimum 02 years of experience.
- d. The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.

6.1.3. **Re-Reviewer:** For every 5 Reviewers employed by ADQCSA, one Re-reviewer shall be deployed at the centre. He would also head the team under him and should satisfy the following criteria:

- a. The person should be of age 25 years and above.
- b. Minimum educational qualification - Graduation.
- c. Minimum 05 years of experience.
- d. The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.

6.1.4. **Pre requisites for all resources before deployment:** Before starting work as an Operator, Reviewer or as a Re-reviewer, ADQCSA must ensure that:

- a. The resource should have been enrolled for Aadhaar and his/her Aadhaar number should have been available with them.
- b. The resource should have undergone minimum 02 days training and 04 days supervised work on the process of QC. Organizing this training is the responsibility of the ADQCSA.

- c. The resource should have been activated/ login ID should be created, in accordance with UIDAI guidelines, prior to commencing. The ADQCSA will be required to have a unique Resource ID for each, to activate them.
- d. ADQCSA shall conduct background verification for all resources to be deployed in the project along with police verification. The agency shall share the details and related documents whenever asked by UIDAI.

6.2. Training of Manpower:

- 6.2.1. The ADQCSA shall identify resources to employ for the operations, get them trained.
- 6.2.2. The ADQCSA shall provide master trainers. Master trainers shall be identified by the agency from its pool and get them trained by UIDAI/ its representative as per its schedule. Master trainers shall train the trainers of ADQCSA and further impart the training.
- 6.2.3. The ADQCSA shall have the requisite number of trainers for training its personnel at all its QC centers.
- 6.2.4. ADQCSAs will develop and deploy robust system for regular updation of its operators on new QC guidelines and other instructions from UIDAI. The process shall be monitored by UIDAI.
- 6.2.5. The ADQCSA providing in house training shall translate the training material into local language and hand it over to the course participants.
- 6.2.6. Course material in softcopy for the training shall be provided by UIDAI.

7. Conduct QC Operations as per Standard Processes

- 7.1. The ADQCSA would use the software provided by the UIDAI/Registrar for QC of collection of demographic data. The software will be supported by a User Manual.
- 7.2. UIDAI has defined clear-cut standard processes for Aadhaar QC operation which will be shared with the QC agency once on board.
- 7.3. Privacy & Security: ADQCSA will be responsible to make sure that the data is kept in a very secure and confidential manner and under no circumstances, shall they either use the data themselves or part with the data to any other agency other than the UIDAI and shall be subject to audit by UIDAI or their representative from time to time. ADQCSA shall follow IT security policy of UIDAI, Aadhaar Act 2016 and other prevalent laws of the country and their amendment during the entire contract period. ADQCSA shall ensure that the Information security guidelines as issued by UIDAI are complied with always. Refer **Annexure VI** for the current version of the same. The Service Provider shall also adhere to privacy and data security aspects under Aadhaar Act and relevant regulations thereunder.

8. Stakeholders of the QC Process

- 8.1. The following are the key stakeholder for the process.

Project Stakeholder	Role of the Stakeholder
Resident	Resident performs any of the following <ul style="list-style-type: none"> a. Uses the services of the Enrolment Center to create the request for enrolment or update of Aadhaar Data.

ADQCSA	<ul style="list-style-type: none"> a. Undertake QC and verify the data as per the procedure and criterion established by UIDAI from time to time with due diligence b. Track the timely disposal of requests c. Undertake dispute resolution by Reviewer in case of difference between Verifier & Approver d. Provide timely inputs to UIDAI on any special observations during processing
UIDAI-HO	<ul style="list-style-type: none"> a. Provide necessary process and guidelines for request verification b. Monitor entire process of QC operations
UIDAI-RO	<ul style="list-style-type: none"> a. Conduct audit of the request based for sample cases, based on the languages
MSP	<ul style="list-style-type: none"> a. Provide the application and technical support to the ADQCSA b. Undertake any technology changes as desired by the UIDAI-HO c. Provide training to the ADQCSA personnel for any changes in the QC application d. Generate/verify the MIS for the SLA management e. Physical Monitoring of QC Centers

8.2. Responsibilities of the stakeholders

8.2.1. Responsibilities of UIDAI

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

UIDAI-HO

- a. Undertake stakeholder management and provide consistent policy
- b. Ensure that all the participating stakeholders continue to discharge their responsibilities;
- c. Ensure that the required process guidelines and required updates to the guidelines are issued for all stakeholders from time to time for clear understanding of the expectations
- d. Monitor the adherence to the SLA, Confidentiality and code of conduct for the various activities of the various stakeholders.
- e. Issuance of required Government Orders, wherever necessary, on policy issues.
- f. Provisioning for the training of the ADQCSA master trainers in the processes for the QC
- g. Conduct the IEC for various changes which affect the residents with regards to QC.

UIDAI-RO

- a. Undertake periodic audit a sample of the requests completed by the ADQCSA for correctness. The samples will be taken by the RO based on the language assigned to the RO

8.2.2. Responsibilities of the Agency (ADQCSA)

- a. Establish exclusive QC centers as per the specifications issued by UIDAI and deploy adequate manpower as required to carry out the operations.
- b. Deployment of the required hardware/software for setting up of the QC processing centers for the enrolment and update requests.

- c. Set up the required infrastructure at the location of the QC processing center(s). Keeping in mind the multi-language skill required for the processing, the ADQCSA may propose to set-up the center at multiple locations (Maximum of 10 centers across the country).
 - d. Establish the secure MPLS connectivity of adequate bandwidth between the QC processing centers and the UIDAI systems as per the UIDAI's security protocols..
 - e. Maintaining standards-based documentation and records for all the aspects of the processes for UIDAI to audit and inspect
 - f. Ensure that the performance is in conformity with the SLA.
 - g. Ensure that the Information security guidelines as issued by UIDAI are complied with always. The Service Provider shall also adhere to privacy and data security aspects under Aadhaar Act and relevant regulations thereunder.
 - h. Operations Audit by an information system auditor certified by a recognized body under the Information Technology Act 2000 and furnish certified audit reports to UIDAI, once in every year of operations.
- i. Allow the audit of the processes/systems by UIDAI or its nominated agencies for adherence to the SLA/Information security requirements

8.2.3. Responsibilities of MSP

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

8.3. The ADQCSA is also expected to do the following:-

UIDAI may employ an external 3rd party agency to do a detailed process review of enrolment and updation processes or agrees to recommendations of BPR study report submitted by ADQSAs (submitted within 04 weeks of signing of agreement). This shall be dealt through the Change Request procedure on mutually agreed terms under the contract as defined at Appendix VI-G. The value of such change will not be more than 25% of the total value of the contract.

9. ADQCSA – QC centers

- 9.1. ADQCSA shall establish QC centers at maximum of 10 locations.
- 9.2. Before commencement of QC operation all proposed QC centres shall be jointly inspected by UIDAI and the agency officials. ADQCSA shall submit a operational readiness report before such inspection. The joint team shall inspect the premises for adequacy of the Infrastructure, security and other administrative aspects and provide a certificate.
- 9.3. Each QC centre must adhere to following:-
 - a. It should be an enclosed secure Area exclusively used for Aadhaar QC purpose.
 - b. Shall have work station for each resource and of minimum 42-52" x 60-72" dimensions
 - c. Shall have Biometric Access for Entry.
 - d. Compliant to UIDAI ecosystem partners security guidelines.
 - e. Only approved users and approved support staffs (IT, Maintenance, Admin and House Keeping) with ID and access permission shall enter in the Operation Premises.

f. Internal Video monitoring system (CCTV), with facility for storage of feed for six months.

g. **IT Infrastructure:**

1. Operations to be carried out on Desktops/All in one systems only
2. Minimum system Specifications: (As given for QC)

Requirement	Specification
Windows	10
RAM	4GB
Hard Disk	Minimum 160 GB (Optional)
Processor	Intel Core(TM) 2 DUO CP E7500@2.93 GHZ 2.94 GHZ
MS Office	10/13/16
Internet Explorer	10 or above
Antivirus and Firewall	to all the systems

3. Bidder shall install Aadhaar based Biometric attendance at all premises.
4. MPLS leased secure internet connection with backup (Speed based on manpower at the location)".
5. Servers and Desktops are all put on UPS
6. The work location should follow all the security guidelines and policy as per UIDAI norms.
7. Computers shall have scheduled lock timings for computer screens
8. All users have centrally managed antivirus software for updates of virus definitions.
9. UIDAI prescribed policy based availability of access to internet
10. All user must have domain User Ids and should not have admin rights to the desktop
11. Use of all source of external mass storage device should be disabled in the desktop
12. Internet access should be restricted to Operational Requirements only

h. **Non IT Infra**

1. ADQCSA shall provide Workstation for the resources (Chairs and Work Desk)
2. ADQCSA shall ensure Proper Lighting, Notice Board, Drinking Water and Washroom Facility for the resources.

D. **Security of Premises:**

1. ADQCSA shall provide Physical Security through guards.
2. Shall deploy Security Cameras with recording
3. Information Security training to be conducted for all resources in every six months
4. Non Disclosure Agreement should be signed by all the resources
5. ID cards for staff security and their access rights shall be defined

6. Mobile Phones, PDAs, USB thumb drives, Cameras, edibles etc. strictly restricted in Operational Area
7. Public areas do not have computers to access internal network
8. ADQCSA will have to submit a certificate that they are compliant to the UIDAI confidentiality and Information security guidelines and regulations as laid down by UIDAI or MeitY.

10. QC process and error list

- 10.1. An over view of the QC process is provided in the **Annexure VI**
- 10.2. Demonstration of the QC process shall be provided during the pre-bid meeting. Bidders are expected to understand QC process and estimate the time taken accordingly.
- 10.3. The QC agency shall undertake the QC request as per the guidelines, SoPs, and its addendums as issued by UIDAI from time to time.
- 10.4. UIDAI shall have right to continue to revise the guidelines and QC related processes including error codes/list during the currency of the contract.
- 10.5. The QC operator shall have to check for following indicative document related errors
 - a. **Missing Document:** When Document is missing in the QC i.e. enrollment operator fails to upload the proof document
 - b. **Invalid Document:** When document uploaded is not one of the approved documents as mentioned in policy.
 - c. **Document Name mismatch:** If there is mismatch between name of the document and actual document but it is valid-document within approved list of UIDAI
 - d. Demographic Data Mismatch with the documents provided.
 - e. **Poor Quality Document:** Document image is not clear /incomplete
 - f. **Scanned Image Not of Original Document**
 - g. **Fraudulent Document:** Document of other resident, tampered document, photo do not match

The above error list is not exhaustive and shall be revised from time to time.

PART-II - Service Level Agreement

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

<p>Benefits of this SLA</p>	<ul style="list-style-type: none"> • Is meant to provide a criteria for performance benchmark • trigger a process that draws the UIDAI and the Service Providers management attention to some key aspects of performance when that aspect drops below an agreed upon threshold, or target. • Makes explicit the expectations that UIDAI has for performance. • Helps UIDAI control the levels and performance of Service Provider services. • Provides a framework for monitoring the performance of the services under the contract for UIDAI and the Service Provider
<p>SLAs & Targets</p>	<p>This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The Service Provider shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the Service Provider shall be reviewed by the UIDAI and UIDAI shall:</p> <ol style="list-style-type: none"> a. Check performance of the Service Provider against these SLAs over the review period and consider any key issues of the past period's performance statistics including major incidents, service trends, etc. b. Discuss escalated problems, new issues and matters still outstanding for resolution. c. Review of statistics related to rectification of outstanding faults and agreed changes. d. Provide suggestions for changes to improve the service levels. <p>In case desired, UIDAI shall initiate an interim review to check the performance and the obligations of the Service Provider. The SLA may be reviewed and revised in accordance to the procedures detailed under SLA Change Control. SLA Change Control procedures will be used if there is a dispute between UIDAI and the Service Provider on what the performance targets should be set.</p>
<p>SLA Change Control</p>	<p>The actual volume requirement to be taken up by each QC agency may differ than the estimates provided in the RFP and the requirement shall continue to evolve during the contract period. The SLA's change control mechanism provides a framework to avoid such parameters which may be difficult to adhere. The objective is to provide a reasonable SLA that is acceptable to both parties. Following process shall be undertaken to revise the applicable SLA:</p> <ol style="list-style-type: none"> a. SLA shall be applicable on the service request completed per day. b. For calculation of the SLA, actual request received for enrolment and updates which are under scope of this contract i.e. request received through assisted mode, shall be considered. c. The data shall not include such update request received from the residents where no supporting documents is required to be submitted by the resident eg email or mobile number or biometric update requests

	<p>d. At the commencement of operations and thereafter at the end of every six months, daily average of such applicable service requests calculated for over last (immediate previous) 12 months shall be considered and daily average so derived shall be taken as the base for performance evaluation for quantity related SLA. 15% growth factor may be added to the same to derive the quantity on which the SLA shall be based for quantity.</p> <p>e. To elaborate further following illustration is provided: - Consider that the service delivery starts on 1st Sep 2017. For first three months of the project there shall be no penalty for lack of completion of the daily assigned quantity. On 30th November 2017, data of daily request received for enrolment and update through the assisted mode for last 12 months i.e. from 1st Dec 2016 to 30th November 2017 shall be considered. Based on the same suppose per day average is 1000 records per day. Adding 15% of the growth, per day daily estimate comes to be 1150 records. As there shall be two agencies, thus for each agency SLA with regards to minimum numbers of request to be completed per day shall be 575. Kindly note that the above numbers with regards to records are illustrative. Actual numbers shall be different.</p> <p>f. The minimum number of QC so derived shall be applicable for a period of next six months from 1st December 2017 to 31st May 2018 for calculation of penalties and SLA related to quantity. After every six months this exercise shall be repeated and SLA shall be revised.</p>
	<p>Notwithstanding the above the parties may further amend this SLA by agreement in accordance with terms of this contract. Changes can be proposed by either party. The Service Provider can initiate an SLA review with the UIDAI. Normally, the forum for negotiating SLA changes will be UIDAI's monthly meetings. Unresolved issues will be addressed using the issue management process.</p>
<p>Issue management procedures</p>	<p>This process provides an appropriate management structure for the orderly consideration and resolution of business and operational issues in the event that quick consensus is not reached between Purchaser and Service Providers. It is expected that this pre-defined process will only be used on an exception basis if issues are not resolved at lower management levels.</p> <p>a. Either UIDAI or Service Provider may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of view and identifies specific points of disagreement with possible solutions.</p> <p>b. Purchaser and the Service Providers representative will determine which committee or executive level should logically be involved in resolution.</p> <p>c. A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion, if the issue is not an emergency requiring immediate attention.</p> <p>d. Management of Purchaser and Service Provider will develop a temporary, if needed, and the permanent solution for the problem at hand. The Service Provider will then communicate the resolution to all interested parties.</p> <p>e. In the event a significant business issue is still unresolved, the arbitration procedure described in the Contract will be used.</p>
<p>Service Agreement Applicability</p>	<p>Level</p> <p>The parameters provided below in the TAT Service Level Agreement shall be applicable after the completion of 90 days from the date of signing of the agreement. UIDAI reserves the right to re-visit SLAs later based on learnings from past experience and stabilization of operations.</p>

Service Level Agreement (SLA) Parameters	The SLA parameters are provided in the table below
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Following Table details the expected service performance levels from the ADQCSAs.

S. No.	Performance benchmark	Compliance/Expected level	Penalty level
1.	Turn Around Time (TAT)	5 days	<p>10% of the fees per QC request for each day of delay beyond TAT till completion of respective QC work or transfer of respective QC packet to other agency.</p> <p>A maximum of 100%</p> <p>After 15 days, the QC request shall be taken back from the agency pool and shall be transferred to the other agency pool and marked as priority.</p>
2.	Quality-Errors in completed QC request by agency	<p>A SLA of 99.9% accuracy will have to be maintained.</p> <p>UIDAI itself through its resources or through a third party shall perform a quality check on the records completed by the agencies. Records to be checked shall be a random sample of 2% of the completed work by the agencies on monthly basis.</p> <p>SLA will be levied only if error % is > 0.1 %</p> <p>SLA = 10 X error % found in sample X total number of records invoiced</p> <p>SLA capping at 15% of the invoice value</p> <p>In addition to the SLA, payments for erroneously checked records will be rejected.</p> <p>Number of records for which payments rejected = error% found in sample X total number of records invoiced</p> <p>Note: UIDAI in its judgment based on the learning and availability of resources, may change the percentage of the sample size at any time</p>	<p>SLA = 10 X error % found in sample X total number of records invoiced</p> <p>To elaborate following illustrations are provided:</p> <p>Consider that the QC request undertaken by the agency is 50 lakhs for the current month. Random sample of 2% of 50 lakhs i.e. 1 lakh shall be taken up for verification of quality.</p> <p>1. Suppose that it is found that the 4% (4000 records) of the records had errors in the sample.</p> <p>No payments will be made for 4% of 50 lakhs = 2 lakh records</p> <p>Additionally</p> <p>SLA @ 10 times the errors estimated in the total volume will be levied.</p> <p>In the example used, the total errors = 2 lakhs SLA will be on 20 lakh records but will be capped at 7.5 lakh records (15% of 50 lakh)</p> <p>The total deduction on account of SLA will be 7.5 lakh packets and on account of rejection of erroneous packets will be 2 lakh packets.</p> <p>2. If the total error percent found in the sample is 0.05 % (50 errors in 1 lakh sample). Then payment will be rejected for 0.05% of 50 lakhs i.e. for 2500 records.</p>

		during the contract	Since error % is within SLA limit, no SLA penalty will be levied in this case and the total deduction will be 2500 records out of 50 lakh records invoiced.
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Note:

- a. The total cumulative SLA penalty amount shall not exceed 10% of the estimated contract value at the start of the contract and addendum there under. The total quarterly penalty amount shall not exceed 15% of the quarterly invoice value.
- b. The SLAs will be monitored on quarterly basis.
- c. If the Penalty for any agency reaches the cap of 15% of the quarterly invoice value for 2 consecutive quarters or a total of 3 quarters in the financial year, UIDAI will reserve the right to terminate the contract.
In case of system failure attributable to UIDAI, the duration of failure will be verified by UIDAI and the same shall be excluded from SLA calculation.
- d. UIDAI would not levy TAT SLA in case the actual monthly volumes exceed the estimated monthly volumes by 15% continuously for a period of three months on the exceeding volumes.



SECTION-IV

General and Special Conditions of Contract

PART-I - General Conditions of Contract

1. GENERAL PROVISIONS

<p>1.1 Definitions</p>	<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 India.</p> <p>(b) “Bidder” means the entity bidding for the services under the Contract.</p> <p>(c) “Contract” means the Agreement entered into between the Purchaser and the Service Providers, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein.</p> <p>(d) “Contract value” means the price to be paid for the performance of the Services, in accordance with Clause GC 6, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract</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) “GC” mean these General Conditions of Contract.</p> <p>(g) “Government” means the Government of India.</p> <p>(h) “In writing” means communication in written form with proof of receipt.</p> <p>(i) “Party” means the Purchaser or the Service Provider, as the case may be, and “Parties” means both of them.</p> <p>(j) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>(k) “Purchaser” means the entity purchasing the services under this Contract i.e. UIDAI</p> <p>(l) “Resident” means normal resident of India.</p> <p>(m) “Service Provider” means any private or public entity that will provide the Services to the Purchaser under the Contract. The Service Provider is the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement.</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 Service Provide pursuant to this Contract, as described in Scope of Work at Section-III of RFP hereto.</p> <p>(p) “SLA” refers to Service Level Agreement as defined under the Scope of</p>
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	<p>Work section in the RFP.</p> <p>(q) "UIDAI" means Unique Identification Authority of India and is referred as the Purchaser.</p>
1.2 Relationship Between the Parties	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them hereunder.
1.3 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
1.4 Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract
1.5 Notices	
1.5.1	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC
1.5.2	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
1.6 Location	The Services shall be performed at such locations, as the Purchaser may approve.
1.7 Authorised Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by the officials specified in the SC.
1.8 Taxes and Duties	<p>a. The Service Provider and their Personnel shall pay all such payable direct and indirect taxes, duties, fees, and other impositions as are levied under the Applicable Laws of India.</p> <p>b. Bidders shall clearly mention all such taxes in quoted cost in the financial bid.</p> <p>c. Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs.00.00)</p> <p>d. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after submission of bid or Notification of Award, the same shall be passed on to the Purchaser. Taxes shall be paid to the service provider at prevailing rates at the time of invoicing.</p>
1.9 Fraud and	

Corruption	
1.9.1 Definitions	<p>a. It is the Purchaser's policy to require that the Purchaser as well as Service Providers observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Purchaser defines, for the purpose of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> i. "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution; ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition. iii. "collusive practices" means a scheme or arrangement between two Or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels; 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;
1.9.2 Measures to be taken by the Purchaser	<p>a. The Purchaser may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;</p> <p>b. The Purchaser may also sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.</p>
1.9.3 Commissions and Fees	<p>a. Purchaser will require the successful Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee</p>
1.10 Interpretation	<p>In this Contract unless a contrary intention is evident:</p> <ul style="list-style-type: none"> (a) the clause headings are for convenient reference only and do not form part of this Contract; (b) unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses; (c) unless otherwise specified, a reference to a clause, sub-clause or

	<p>section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(i) in the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail.</p>
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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date, the Contract comes into effect is defined as the Effective Date.
2.2. Termination of Contract for failure to become effective	<p>a. If the selected Service Provider is unable to commence the service within the specified period owing to reasons not attributable to the Purchaser, as per the scope of work of RFP, UIDAI may declare this Contract null and void and in the event of such a declaration, the Performance Bank Guarantee is liable to be forfeited by UIDAI</p> <p>b. Notwithstanding the duration of the contract stated in GC 2.4, the UIDAI, without prejudice or liability, reserves the right to terminate the contract</p>
2.3. Commencement of Services	The Service Provider shall begin carrying out the Services as per the implementation plan specified in Table in SC.
2.4. Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period, after the Effective Date, as specified in the SC. The contract may be extended by two periods of one year each, subject to satisfactory performance
2.5. Entire Agreement	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6. Modifications or Variations	<p>a. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>b. In cases of substantial modifications or variations, required by the service provider, the prior written consent of the Purchaser is required.</p>
2.7. Force Majeure	
2.7.1 Definition	<p>a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>b. Force Majeure shall not include</p> <ol style="list-style-type: none"> i. any event which is caused by the negligence or intentional action of a Party or agents or employees, nor ii. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder. <p>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</p> <p>(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</p> <p>(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</p>

	<p>similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>c. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>d. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Purchaser, shall either:</p> <p>(i) mobilize,; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.</p> <p>e. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.</p>
2.8. Suspension	<p>The Purchaser may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Service Provider to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Service Provider of such notice of suspension. The suspension of payment will be applicable in cases where the penalties calculated by the purchaser exceed the PBG amount.</p>
2.9. Termination	
2.9.1 By the Purchaser	<p>The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this Clause GC 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days' written notice of termination to the Service Provider:</p> <p>a. If the Service Provider does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.</p> <p>b. If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>c. If, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>d. If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</p> <p>e. If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p>

	<p>f. If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one chance to the Service Provider to improve the quality of the services.</p> <p>g. If the Service Provider has been blacklisted by the UIDAI or disqualified for any reason.</p> <p>h. If the Service Provider fails to fulfill its obligations under Clause G.C 3.3 hereof.</p> <p>i. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>j. In the event of Service Provider is found :</p> <ul style="list-style-type: none"> i. Sub-contracting of work/services without the prior written approval of UIDAI. ii. Provided incorrect information to UIDAI. iii. Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose. <p>k. If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>l. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Service Provider shall be liable to the Purchaser for any additional costs for such similar services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.</p> <p>m. If the Service Provider is found to have committed acts leading to breach of privacy , or not implemented the appropriate controls required for proper security of data</p>
<p>2.9.2 By the Service Provider</p>	<p>The Service Providers may terminate this Contract, by giving not less than thirty (30) days' written notice to the Purchaser, (such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2):</p> <ul style="list-style-type: none"> a. If the Purchaser fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue. b. If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days. c. If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof. d. If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Purchaser of the Service Provider's notice specifying such breach.
<p>2.9.3 Cessation of</p>	<p>Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9</p>

<p>Rights and Obligations</p>	<p>hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:</p> <ul style="list-style-type: none"> (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 Service Provider'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>	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Service Provider and equipment and materials furnished by the Purchaser, the Service Provider shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.</p>
<p>2.9.5 Payment upon Termination</p>	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Purchaser shall make the following payments to the Service Provider:</p> <ul style="list-style-type: none"> a. If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (g), (i), (j) and I or 2.9.2, remuneration pursuant to Clause GC 6.3(c) hereof for Services satisfactorily performed prior to the effective date of termination; b. If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c), (e), (f), (h), K(i) to K(iii) the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Service Provider will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.
<p>2.9.6 Disputes about Events of Termination:</p>	<p>If either Party disputes whether an event specified in Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p>
<p>2.10 Extension of Contract</p>	<p>The contract may be extended by two periods of one year each, subject to satisfactory performance. The extension shall be at the discretion of UIDAI. Unit QC rates finalised shall be revised up to 10% increase for first year extension and by further up to 5% increase on the prevailing unit rates for the second year extension.</p>

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1. General	
3.1.1. Standard of Performance	<p>The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.</p> <p>The Service provider shall implement procedures and controls to safeguard the privacy and security of data at all times.</p>
3.2. Service Providers Not to Benefit from Commissions, Discounts, etc.	<p>The payment of the Service Provider pursuant to Clause GC 6 shall constitute the Service Provider's only payment in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and agents or either of them similarly shall not receive any such additional payment.</p>
3.3. Prohibition of Conflicting Activities	<p>The Service Provider shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.</p> <ol style="list-style-type: none"> a. The Service Provider shall keep safe, secure and confidential and protect from unauthorized access, loss or damage all demographic information, and all documents, data and information of any nature provided to the Service Provider for the discharge of services. b. The Service Provider shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from UIDAI, other than required for discharge of services. c. The Service Provider shall not give access to the information or data collected and received from UIDAI in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by the UIDAI.
3.4. General Confidentiality	<p>Except with the prior written consent of the Purchaser, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from UIDAI in the course of the Services, nor shall the Service Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.</p>

3.5. Insurance to be Taken Out by the Service Provider	<p>The Service Provider</p> <ol style="list-style-type: none"> a. shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the SC; and b. at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.6. Accounting, Inspection and Auditing	<ol style="list-style-type: none"> a. The Service Provider <ol style="list-style-type: none"> (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with generally/internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be. b. The Purchaser shall have the right to carry out inspection checks, audits of the Service Provider's premises and/ or locations, facilities, or point of delivery of services performed under this contract after giving a prior notice of 07 days. c. The Purchaser shall have the right to carry out scheduled/ un-scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Service Provider.
3.7. Sub- contracting	<p>The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval.</p>
3.8. Reporting Obligations	<p>The Service Provider shall submit to the Purchaser the reports and documents specified in RFP, in the form, in the numbers and within the time periods set forth in the said Appendix.</p>
3.9. Rights of Use	<p>All rights of use of any process, product, service, or data developed, generated, or collected, received from UIDAI or any other task performed by the Service Provider under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.</p>
3.10. Safety & Security of Data, Premises, Location/ site	<ol style="list-style-type: none"> a. The Data, information, documents provided by the Purchaser to the Service Provider is the property of the Purchaser. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided. b. The Service Provider shall not use the information, the name or the logo of the Purchaser and/or Government of India except for the purposes of providing the services as specified under this contract. c. The Service Provider shall not use and/or transmit any information,

	<p>data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser.</p> <p>d. The Service Provider shall follow the Security Guidelines issued by UIDAI.</p> <p>e. The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the IT Act 2000, the Aadhaar Act- 2016, Aadhaar Regulations 2016, and other relevant Acts and amendments thereof.</p> <p>f. The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements.</p> <p>g. The rogue behavior of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.</p>
3.11. Equipment & Materials Provided by the Service Providers	Equipment or materials brought into India by the Service Provider and the Personnel and used either for the Project or personal use shall remain the property of the Service Provider or the Personnel concerned, as applicable. However, equipment or materials bought/provided by the Purchaser for the use of Service Provider shall remain the property of Purchaser.
3.12. Intellectual Property Rights (IPR)	The intellectual property rights to all the outputs, deliverables, data, and reports developed during the execution of this Contract shall remain sole property of the Purchaser.
3.13. Integrity Pact	<p>Bidders are required to submit in original the pre contract integrity pact duly signed and witnessed as per Appendix VI-F along EMD and Bid Document fees. This will be signed by the authorized signatory of the bidder with name, designation and seal of the company. Bidders who do not sign the pact shall be disqualified from participation in the Bid process.</p> <p>Name, address and contact Number of the Independent External Monitor nominated for this tender will be intimated later.</p>

4. SERVICE PROVIDER'S PERSONNEL

4.1. General	The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.
4.2. Project Manager and Center heads	<p>a. The Service Provider shall ensure that always during the Service Provider's performance of the Services, a 'Project Manager', acceptable to the Purchaser, shall take charge of the performance of such Services. The Project Manager shall act as a single point of Contact.</p> <p>b. The Service Provider shall also deploy a Centre head for each QC centre, acceptable to the Purchaser, who shall be responsible for the performance of such Services at the respective centre.</p>

5. OBLIGATIONS OF THE PURCHASER

5.1. Assistance and exemptions	<p>Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall:</p> <ol style="list-style-type: none"> 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. Provide to the Service Provider 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 Service Provider for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Service Provider in performing the services, same shall be applicable.</p>
5.3. Payment	<p>In consideration of the Services performed by Service Provider under this Contract, the Purchaser shall make to the Service Provider such payments and in such manner as is provided by Clause GC 6 of this Contract.</p>

6. PAYMENTS TO THE SERVICE PROVIDER

6.1. Payment for Services	<ol style="list-style-type: none"> The Service Provider shall be paid, as per the 'discovered rate' for carrying out/delivery of services as enumerated in Section-III. The amount payable shall be finalised after taking into account the Penalties and deductions as defined in Scope of work, if any applicable. The Purchaser shall make the payment within 30 days of receiving the invoice (complete in all aspects) from the Service Provider.
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> <ol style="list-style-type: none"> The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on 'Quarterly basis'. The Service Provider shall provide all documents related to performance during the month period that would be required to compute price and penalties. This would include the invoice in triplet (three copies), Monthly MIS reports mentioning the number of QC request completed during the month, UIDAI QC System down time report (with details of tickets raised with UIDAI for system outage) and action taken on open audit observations. UIDAI on its own part shall

	<p>consider the QC error sampling reports and other relevant reports from UIDAI MSP. In case of variation between ADQCSA and UIDAI agencies in the system downtime / volume checked etc, the decision of HQ UIDAI (in consultation with Tech Centre) will be considered final and binding. In case of any critical UIDAI Audit finding, UIDAI shall have right to withhold 15% of the quarterly applicable payment till such time the Agency rectifies the issue and informs the same to UIDAI. UIDAI shall release the withheld payment with the next payment.</p> <p>c. In the event of any wrong payment to Service Provider, the difference shall be adjusted in the subsequent payments.</p> <p>d. All payments under this Contract shall be made to the accounts of the Service Provider specified in the SC.</p> <p>e. In case of early termination of the contract, the payment shall be made to the Service Provider as mentioned here with:</p> <p>i. Assessment would be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Service Provider shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the specified rate/s and applicable SLAs.</p>
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7. GOOD FAITH

<p>7.1. Good Faith</p>	<p>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.</p>
<p>7.2. Operation of the Contract</p>	<p>The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC 8 hereof.</p>

8. SETTLEMENT OF DISPUTES

<p>8.1. Amicable Settlement</p>	<p>Performance of the contract shall be 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.</p>
<p>8.2. Arbitration</p>	<p>a. In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the</p>

	<p>Service Provider, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Purchaser and the Service Provider, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the authority specified in SC 8.2 (a). The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</p> <p>b. Arbitration proceedings shall be held in India at the place indicated in SC 8.2 (b) and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>c. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Purchaser and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.</p>
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9. LIQUIDATED DAMAGES

<p>9.1.</p>	<p>1. If the service provider fails to establish QC services as per time plan specified by UIDAI, liquidated damages at the rate of 0.5% per week on the cost of expected shortfall* will be charged. This LD shall continue till required levels of QC operations are achieved. LD will be over and above SLA penalties on TAT / quantity and quality. Total LD will be separately capped at maximum of 10% of total contract value calculated at the beginning of agreement with each agency.</p> <p>2. If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements, the Purchaser shall be free to impose penalty as per the SLA and payment conditions as described in the RFP. In such cases the Purchaser shall also have rights to withhold the payment of the supplier. In addition, the Purchaser shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Service Provider.</p> <p>3, Following errors in QC will be considered as "Grave Errors":</p> <p>(a) Photo of Photo</p> <p>(b) Use of non-human photo/Human Photo missing</p>
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	<p>(c) Object in exception photo</p> <p>(d) Use of Un-parliamentary language</p> <p>(e) Invalid Documents. This error code will come into effect when the document attached with Update request is not available in the list of documents approved by UIDAI.</p> <p>All such cases not detected or wrongly marked during QC will be counted towards 'Grave Errors'. The ADQCSA shall be levied Rs. 10,000 as penalty for each of such errors. Besides this the concerned QC operator / reviewer / re reviewer shall be kept under watch and may be removed from QC operations on occurrence of two such errors in a span of one year.</p>
9.2.	The amount of liquidated damages for services under this Contract shall not exceed 10% of the estimated contract value at the start of the contract and addendum there under.
9.3.	The Service Provider is liable to the Purchaser for payment of penalty as specified in the SLA.

***Expected shortfall** – difference between the number of packets calculated for performance evaluation as explained in SLA Change Control at Page 34 (d) and actual packets cleared, if found less.

10. ADHERENCE TO RULES & REGULATIONS

<p>10.1. Adherence to Safety Procedures, Rules, Regulations & Restrictions</p>	<p>a. The Service Provider shall comply with the provisions of all laws including minimum wage rules of respective states/center, if any, statutory payments, leave, labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws.</p> <p>b. Access to the 'sites' and Purchaser's other related locations shall be restricted to only essential personnel belonging to the Service Provider who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Purchaser. The Service Provider shall maintain a log of all activities and attendance carried out by each of its personnel.</p> <p>c. The Service Provider shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Service Provider shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.</p> <p>d. The Service Provider shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including The Aadhaar Act, 2016, Aadhaar Regulations 2016 and Information Technology Act, 2000 (and amendments thereof) The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.</p>
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	<p>e. The Service Provider shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.</p>
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11. LIMITATION OF LIABILITY

<p>11.1. Limitation of Liability</p>	<p>Except in case of gross negligence or willful misconduct:</p> <p>a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Purchaser; and</p> <p>b. The aggregate liability of the Service Provider to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to any obligation of the Service Provider to indemnify the Purchaser with respect to patent infringement.</p> <p>c. The Purchaser shall not be liable to the Service Provider in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 2.2 b of GC of this contract.</p>
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12. MISCELLANEOUS PROVISIONS

<p>12.1. Miscellaneous Provisions</p>	<p>a. 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>b. The Service Provider shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>c. The Service Provider shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>d. The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider. The total amount of such compensation or damages to be paid under this condition shall not exceed 20% of the estimated tender value of work at the time of signing of the contract.</p> <p>e. The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>f. All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>g. All materials provided to the Purchaser by bidder are subject to Country and <STATE> public disclosure laws such as RTI etc.</p> <p>h. The Service Provider shall not make or permit to be made a public</p>
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	announcement or media release about any aspect of the Contract without a written consent from the Purchaser.
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PART-II**SPECIAL CONDITIONS OF CONTRACT**

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

GC Clause	Amendments of & Supplements to the Clauses in the General Conditions of Contract																		
1.5	The addresses are: Purchaser: <Designation> Attention: <Address> Facsimile: _____ E-mail: _____ Service Provider: Attention:_____ Facsimile:_____ E-mail:_____																		
1.6	The Services shall be carried out at the site/s as agreed to by the QC agency. Maximum of 10 QC centers at same or different locations can be chosen by the Service provider across the country.																		
1.7	The Authorized Representatives are: For the Purchaser: _____ For the Service Provider: _____																		
2.1	The effective date of the Contract: Date of signing of the contract																		
2.3	Implementation Plan This section details the project timelines for completion of scope of services <table border="1" data-bbox="386 1394 1385 1925"> <thead> <tr> <th data-bbox="386 1394 516 1497">Activity No</th> <th data-bbox="516 1394 1192 1497">Scope of Work Area</th> <th data-bbox="1192 1394 1385 1497">Time Frame</th> </tr> </thead> <tbody> <tr> <td data-bbox="386 1497 516 1570">1.</td> <td data-bbox="516 1497 1192 1570">Issue of Letter of Intent</td> <td data-bbox="1192 1497 1385 1570">T0</td> </tr> <tr> <td data-bbox="386 1570 516 1644">2.</td> <td data-bbox="516 1570 1192 1644">Submission of PBG</td> <td data-bbox="1192 1570 1385 1644">T0+ 10 days</td> </tr> <tr> <td data-bbox="386 1644 516 1747">3.</td> <td data-bbox="516 1644 1192 1747">Signing of contract</td> <td data-bbox="1192 1644 1385 1747">T (T0+15 days)</td> </tr> <tr> <td data-bbox="386 1747 516 1850">4.</td> <td data-bbox="516 1747 1192 1850">Infrastructure set-up for at least 50% of QC capacity defined by UIDAI and offer for joint inspection</td> <td data-bbox="1192 1747 1385 1850">T+45 days</td> </tr> <tr> <td data-bbox="386 1850 516 1925">5.</td> <td data-bbox="516 1850 1192 1925">Commencement of operations by the Agency by deploying manpower for each of the language to</td> <td data-bbox="1192 1850 1385 1925">T + 50 days</td> </tr> </tbody> </table>	Activity No	Scope of Work Area	Time Frame	1.	Issue of Letter of Intent	T0	2.	Submission of PBG	T0+ 10 days	3.	Signing of contract	T (T0+15 days)	4.	Infrastructure set-up for at least 50% of QC capacity defined by UIDAI and offer for joint inspection	T+45 days	5.	Commencement of operations by the Agency by deploying manpower for each of the language to	T + 50 days
Activity No	Scope of Work Area	Time Frame																	
1.	Issue of Letter of Intent	T0																	
2.	Submission of PBG	T0+ 10 days																	
3.	Signing of contract	T (T0+15 days)																	
4.	Infrastructure set-up for at least 50% of QC capacity defined by UIDAI and offer for joint inspection	T+45 days																	
5.	Commencement of operations by the Agency by deploying manpower for each of the language to	T + 50 days																	

		process 50% of expected QC requests on daily bases.		
	6.	The capacity should be increased in minimum slabs of 25% each in 20 days i.e. 100% by 90 days.	T + 90 days	
	7.	Commencement of operations as per UIDAI defined capacity (Steady State)	T+90 days	
2.4	The time shall be: 3 year (36 months) from the date of signing of the contract.			
3.5	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party liability insurance, with a minimum coverage of the value of the contract</p> <p>(b) Professional liability insurance, with a minimum coverage of the value of the contract</p> <p>(c) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel, other insurance or provident fund, ESI as may be appropriate; and</p> <p>(d) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Service Provider's property used in the performance of the Services, and (iii) any outputs prepared by the Service Provider in the performance of the Services.</p>			
6.2	The amount is in Indian Rupees (INR)			
6.3	<p>General terms and conditions of Payment Schedule</p> <p>1) All eligible payments shall be made by the Purchaser in favour of the Service Provider</p> <p>2) The release of payments will be Performance (output) based, where the payments are made for measured on number of records successfully Quality Checked after deduction of any applicable penalty.</p> <p>3) Service Provider shall obtain sign-off for each milestone completed from the Purchaser and raise invoice on quarterly bases.</p> <p>4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 30 days of submission of invoice.</p> <p>5) Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Service Provider, till such work / service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.</p> <p>6) All payments under this Contract shall be made to the account of the Service Provider with (Bank & A/c No.):_____</p>			
8.2 (a)	Ministry of Law, Government of India.			

8.2 (b)	The Arbitration proceedings shall take place in Delhi in India.
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SECTION-V

ANNEXURES AND APPENDICES

ANNEXURES:

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



ANNEXURE I - FORMS FOR BIDDING

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



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

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

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II Information about the Company

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

III Financial Details as per Audited Balance Sheet (for the Similar services components)

S. No.	Name of Bidder	Turnover of the Company				Net Worth of Company as on 31 st March, 2016
		FY 2013-14	FY 2014- 15	FY 2015-16	Average of last three FYs	

Form 2 - Past Experience in similar projects

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

Form 3: Technical Proposal Cover Letter

[Date]
CEO ,
UIDAI,

Dear Sir,

Ref: RFP: ADQCSA RFP ref no F.No. _____ **Dated** _____

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

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

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

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a scheduled commercial bank in India, acceptable to UIDAI, for a sum equivalent to 5% of the assessed contract value based on the prices finalised for the due performance of the contract.

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

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

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

RFP FOR AADHAAR DATA QUALITY CHECK AGENCIES – July 2017

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

Dated this Day of **2017**

(Signature)

(In the capacity of)

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

(Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:



Form 4: Resume of Key Members: Project Manager and Centre in charge (at least 5)

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

Form 5: Commercial Proposal Cover Letter

[Date]

CEO,
UIDAI,

Dear Sir,

Ref: RFP: ADQCSA -ref. no F.No..... Dated

Having examined the tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the Professional services as required and outlined in the RFP for the ADQCSA to meet such requirements and provide such services as required in the tender document.

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

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

If our proposal is accepted, we will obtain a performance bank guarantee in the format given in the tender document issued by a scheduled commercial bank in India, acceptable to UIDAI, for a sum equivalent to 5% of the assessed contract value based on the prices quoted in our commercial proposal for the due performance of the contract.

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

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

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

RFP FOR AADHAAR DATA QUALITY CHECK AGENCIES – July 2017

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

Dated this Day of **2017**

(Signature)

(In the capacity of)

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

(Name and Address of Company)

Seal/Stamp of bidder

Witness Signature:

Witness Name:

Witness Address:



Form 6 - Commercial Proposal Format

A) Commercial Quote as per scope of work

Commercial Quote (Rs.)			
Particular (A)	Unit Cost INR (B)	Taxes INR (C)	Total Cost (including Tax) INR (D)
Cost for handing One Quality check request (including all incidental, direct or indirect cost, Capex or Opex, Maintenance cost. All calculations for contract value shall be based on the total unit cost for handling one QC request)			

Total estimated contract cost for 22 Cr Enrolment & Update requests for three years: **INR**
(D x 22 Cr) (In words) (taxes shall not be considered for bids evaluation)

Dated this Day of **2017**

(Signature)

(In the capacity of)

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

(Name and Address of Company)

Seal/Stamp of bidder

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

No deviations are allowed. However, bidder may provide suggestions during the pre-bid meeting.



Form 8: Acceptance of Terms and Condition of the RFP

[Date]

CEO,
UIDAI,

Dear Sir,

Ref: RFP: ADQCSA -ref. no F.No..... Dated

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

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

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

Dated this Day of **2017**

(Signature)

(In the capacity of)

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

(Name and Address of Company)

Seal/Stamp of bidder

(Seal here)

ANNEXURE -II**STANDARD CONTRACT FORM**

The CEO, UIDAI acting through(Name of ADG) Assistant Director General of Unique Identification Authority of India (UIDAI) (hereinafter called the “Purchaser”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and

_____ (name of authorized signatory) of _____(name of the firm/company) (hereinafter called the “Service Provider”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

are entering this AGREEMENT on this _____ day of _____, 2017 between

WHEREAS the Purchaser had invited bids for certain Services, viz., “RFP FOR AADHAAR DATA QUALITY CHECK AGENCIES” vide their bid document number F.No._____ dated _____.

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

AND WHEREAS the Purchaser has accepted a Bid by the Service Provider for the supply of those Services in the sum of Rs._____ per record inclusive of all related cost and taxes (hereinafter “the Contract value”).

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement and shall be applicable in precedence viz.:
 - a. ADQCSA RFP document and corrigendum/s released by UIDAI
 - b. Notification of Award as issued by UIDAI
 - c. Proposal submitted by the Bidder
 - d. Performance Bank Guarantee Bond

RFP FOR AADHAAR DATA QUALITY CHECK AGENCIES – July 2017

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

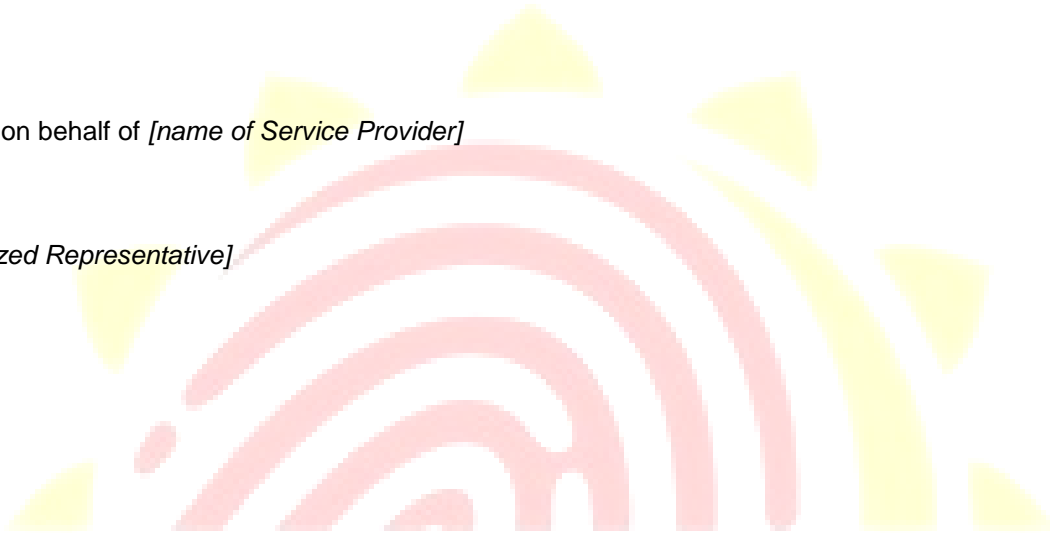
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

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

[Authorized Representative]

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

[Authorized Representative]



ANNEXURE-III**FORM OF PERFORMANCE BANK GUARANTEE****(To be stamped in accordance with Stamp Act)****The non-judicial stamp paper should be in the name of issuing Bank**

Ref..... Bank Guarantee No.....
Date.....

To

Unique Identification Authority of India
 Ministry of Electronics & Information Technology (MeitY),
 9th Floor, Tower I, Jeevan Bharati Building,
 Connaught Circus, New Delhi-110001

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology (MeitY), Government of India (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated and the same having been acknowledged by the Supplier, resulting in a Contract, bearing No..... dated.....valued at.....for (scope of Contract) and the Supplier having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).
2. We.....(Name & Address of Bank Branch) having its Head office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Supplier merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Supplier(s) of any of the terms or conditions contained in the said Agreement or by reason of the Supplier(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.
3. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the

Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Supplier or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

- 4. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee the Purchaser may have in relation to the Supplier's liabilities.
- 5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).
- 6. Notwithstanding anything contained hereinabove:
 - a. Our liability under this guarantee is restricted to Rs. (in words & figures).
 - b. This Bank Guarantee will be valid up to; and
 - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....2017 at.....

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

ANNEXURE IV: BANK GUARANTEE FOR EMD

(To be Stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No.....
Date.....

To
Unique Identification Authority of India
Ministry of Electronics & Information Technology (DeitY),
9th Floor, Tower I, Jeevan Bharati Building,
Connaught Circus, New Delhi-110001

Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No..... M/s having its Registered/Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said Bid or..... and you, as a special favor have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid up to on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.
2. We, the Bank at (local address) having our Head office at guarantee and undertake to pay immediately on demand by Unique Identification Authority of India (UIDAI), the amount of(in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
 - a. Our liability under this guarantee is restricted to Rs. (in words & figures).
 - b. This Bank Guarantee will be valid up to; and
 - c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....2017.....at.....

WITNESS

..... (Signature) (Signature)
..... (Name) (Name)
..... (Official Address) (Designation with Bank Stamp)

ANNEXURE-V

PROFORMA FOR SUBMITTING WRITTEN QUERIES

(To be sent in Microsoft excel or word format only at the given e-mail address)

RFP for ‘RFP FOR AADHAAR DATA QUALITY CHECK AGENCIES

Ref. No. xxxx dated _____

Name of Firm/Company: _____ **Name of contact person:**

Email: _____ **Mobile:** _____

S. No.	Page No. of RFP	Section	Clause	RFP Statement	Query/ Suggestion



Annexure VI : Documents related to Scope of work

A: List of Documents for Verifying PoI, PoA & DoB

Acceptable List of Documents –POA	Acceptable List of Documents -POI
<ol style="list-style-type: none"> 1. Passport 2. Bank Statement/ Passbook 3. Post Office Account Statement/Passbook 4. Ration Card 5. Voter ID 6. Driving License 7. Government Photo ID cards/ service photo identity card issued by PSU 8. Electricity Bill (not older than 3 months) 9. Water bill (not older than 3 months) 10. 10.Telephone Landline Bill (not older than 3 months) 11. 11.Property Tax Receipt (not older than 3 months) 12. 12.Credit Card Statement (not older than 3 months) 13. 13.Insurance Policy 14. Signed Letter having Photo from Bank on letterhead 15. Signed Letter having Photo issued by registered Company on letterhead 16. Signed Letter having Photo issued by Recognized Educational Institution on letterhead 17. NREGS Job Card 18. Arms License 19. Pensioner Card 20. Freedom Fighter Card 21. Kissan Passbook 22. CGHS / ECHS Card 23. Certificate of Address having photo issued by MP or MLA or Gazetted Officer or Tehsildar on letterhead 24. Certificate of Address issued by Village Panchayat head or its equivalent authority (for rural areas) 25. Income Tax Assessment Order 26. Vehicle Registration Certificate 27. Registered Sale / Lease / Rent Agreement 28. Address Card having Photo issued by Department of Posts 29. Caste and Domicile Certificate having Photo issued by State Govt. 30. Disability ID Card/handicapped medical certificate issued by the respective State/UT Governments/Administrations 31. Gas Connection Bill (not older than 3 months) 32. Passport of Spouse 33. Passport of Parents(in case of Minor) 	<ol style="list-style-type: none"> 1. Passport 2. PAN Card 3. Ration/ PDS Photo Card 4. Voter ID 5. Driving License 6. Government Photo ID Cards/ service photo identity card issued by PSU 7. NREGS Job Card 8. Photo ID issued by Recognized Educational Institution 9. Arms License 10. Photo Bank ATM Card 11. Photo Credit Card 12. Pensioner Photo Card 13. Freedom Fighter Photo Card 14. Kissan Photo Passbook 15. CGHS / ECHS Photo Card 16. Address Card having Name and Photo issued by Department of Posts 17. Certificate of Identify having photo issued by Gazetted Officer or Tehsildar on letterhead 18. Disability ID Card/handicapped medical certificate issued by the respective State/UT

Document for PoR	Document for Date of Birth (DoB)
<ol style="list-style-type: none"> 1. PDS 2. MNREGA Job Card 3. CGHS/State Government/ECHS/ESIC Medical Card 4. Pension card 5. Army Canteen Card 6. Passport 7. Birth Certificate issued by Registrar of Birth, Municipal Corporation and 	<ol style="list-style-type: none"> 1. Birth Certificate 2. SSLC Book/Certificate 3. Passport 4. Certificate of Date of Birth issued by Group A Gazetted Officer on letterhead

RFP FOR AADHAAR DATA QUALITY CHECK AGENCIES – July 2017

other notified local government bodies like Taluk, Tehsil etc. 8. Any other Central/State government issued family entitlement document.	
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B: Language wise enrolment data

Month	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-
Assamese	50,760	49,339	80,766	97,510	97,972	96,499	95,738	99,930	9
Bengali	1,47,997	1,69,219	2,73,525	4,09,410	6,02,478	9,06,875	9,05,765	15,88,081	21,9
English	3,80,630	3,38,619	3,54,976	4,46,319	5,88,422	6,93,513	6,58,480	8,02,204	10,5
Gujarati	12,94,092	9,36,452	8,25,819	11,26,380	13,45,301	13,78,034	9,18,786	6,79,476	10,0
Hindi	56,12,014	76,80,860	74,68,074	72,03,800	90,79,292	88,98,395	68,43,399	59,95,199	99,5
Kannada	3,78,497	9,44,507	8,51,025	5,89,807	5,77,532	4,97,628	6,02,562	6,58,340	8,0
Konkani									
Malayalam	1,05,007	83,111	1,00,887	89,526	88,629	51,990	90,366	78,253	7
Manipuri	1					1	5	1	
Marathi	5,24,353	3,62,823	3,72,453	3,72,715	6,28,701	7,53,014	5,98,084	4,42,284	7,7
Napali	4	2	4	1	298	607	308	27	
Oriya	1,53,517	1,72,799	2,44,051	3,71,166	5,33,155	7,50,999	9,99,238	13,07,150	12,2
Punjabi	1,54,457	1,72,758	74,810	1,05,651	1,86,675	1,41,383	78,334	73,195	1,1
Tamil	5,23,050	2,28,968	5,40,212	6,32,115	8,29,122	10,09,781	4,74,786	9,19,180	9,8
Telugu	1,46,341	1,31,892	1,59,032	1,55,111	1,41,491	1,83,442	1,46,059	1,59,700	1,9
Urdu	56,375	29,024	66,020	61,173	51,631	50,690	69,711	77,191	1
Total	95,27,095	1,13,00,373	1,14,11,654	1,16,60,684	1,47,50,699	1,54,12,851	1,24,81,621	1,28,80,211	1,84,9

C: Language wise Update data

Language	Apr'16	May'16	June'16	July'16	Aug'16	Sep'16	Oct'16	Nov'16	Dec'16
Assamese	24	28	86	115	601	367	353	410	
Bengali	4,717	3,483	6,805	11,522	18,140	36,956	51,154	88,927	1,65
English	80,009	89,215	76,830	87,120	1,18,094	1,53,228	1,47,337	1,57,486	2,55
Gujarati	75,549	86,283	90,870	1,08,402	1,39,027	1,64,561	1,45,309	1,45,362	2,61
Hindi	11,89,543	16,79,004	15,86,624	16,43,936	21,91,090	23,29,872	20,78,450	19,21,618	30,74
Kannada	66,163	1,12,856	1,44,238	1,44,704	1,81,347	1,56,772	1,65,940	1,95,748	2,67
Konkani					1				
Malayalam	16,482	14,994	15,651	12,676	19,071	20,505	27,858	26,676	31
Manipuri					1		1	5	
Marathi	1,32,114	1,41,044	1,51,327	1,49,981	2,03,295	2,15,182	2,16,034	2,09,682	3,60
Napali		2				18	37	23	
Oriya	11,686	18,032	23,140	26,724	35,845	63,946	99,762	1,27,321	1,80
Punjabi	1,20,514	1,31,101	85,274	98,408	1,20,347	1,17,862	71,020	67,908	1,09
Tamil	13,436	10,797	18,495	20,447	20,473	26,580	24,365	35,370	47
Telugu	2,49,603	2,93,068	3,88,003	3,70,743	3,56,953	3,62,314	4,63,835	4,80,113	4,84
Urdu	3,759	2,854	5,801	6,534	5,455	5,180	7,397	8,533	1
Grand Total	19,63,599	25,82,761	25,93,144	26,81,312	34,09,740	36,53,343	34,98,852	34,65,182	52,41

D: UIDAI Information Security Guidelines for Third party (ADQCSA)

All relevant segment of the Information security guidelines shall be applicable to ADQCSA are as below:-

I. Human Resources

1. The ADQCSA shall appoint a SPOC for all information security related activities and communications with UIDAI.
2. ADQCSA support personnel shall provide the information regarding the background such as education, criminal record, employment history, police verification etc of all the resources deployed in the project including support staff and provide a self-declaration that the information provided is correct. UIDAI or agency appointed by UIDAI may validate this information during or after the employment of the respective personnel;
3. Formal on-boarding and off-boarding process shall be followed for all ADQCSA personnel;
4. All ADQCSA employees handling UIDAI information assets shall adhere to the following information security requirements:
 - a) Accept their compliance to the security responsibilities communicated by UIDAI;
 - b) Sign a confidentiality (non-disclosure) agreement issued by ADQCSA in addition to the contractual requirements. This could be done through a self-declaration document;
 - c) Complete the functional training provided by the ADQCSA prior to handling UIDAI information assets.
 - d) Complete the security awareness training as a part of the ADQCSA on-boarding process. Training should cover social engineering, social media and other themes as per the current security threats;
 - e) Complete all recurring information security awareness trainings provided by UIDAI;
 - f) Be aware of the UIDAI disciplinary process in the event of an information security breach.

II. Asset Management

1. All assets used by the ADQCSA (business applications, operating systems, databases, network etc.) for the purpose of delivering services to UIDAI shall be identified. Details of the information asset shall be recorded in an information asset register and provided to UIDAI. The Agency shall keep the register up to date. UIDAI may withhold the 10% payment in case of any such breach of same or may impose a penalty of Rs. 10,000 per such violation.
2. The assets shall be labelled and secured based on the information asset classification guidelines issued by UIDAI from the time it is created until the time it is destroyed or disposed;
3. ADQCSA shall obtain the approval from UIDAI – Head Information Security for the use of removable media for business purposes;
4. ADQCSA shall not transfer any personal identifiable information (PII) from removable media to any personal device;
5. Media containing critical and sensitive information shall be disposed-off in a secure manner as per the UIDAI media disposal procedure;
6. Disposal of media/information shall be done by authorized users under supervision and a record shall be maintained. The contents of any re-usable media that are to be removed shall be erased or destroyed physically to prevent reuse.

III. Access Control

1. Only authorized individuals shall be provided access to information facilities processing UIDAI information;
2. ADQCSA operators shall access all desktops / laptops/ workstations and printers used to process UIDAI information through their unique user IDs and passwords;
3. The QC interface shall be accessed through the unique user ID and password provided by UIDAI to the authorized personnel of the ADQCSA. The “One Time Password” (OTP) received on the registered mobile number of the authorized ADQCSA personnel shall be used to complete the dual authentication process;
4. ADQCSA personnel shall select passwords as per the UIDAI password policy(as shared from time to time);
5. ADQCSA personnel with access to UIDAI information assets shall:
 - a) Have least privilege access for information access and processing;
 - b) Should use passwords as per the UIDAI password policy(as shared from time to time);
 - c) Keep their user IDs and corresponding passwords confidential and refrain from sharing them with others;
 - d) Change their passwords whenever there is any indication of a possible compromise of the system or password;
 - e) Terminate active sessions when finished or implement an equipment locking mechanism;
 - f) Logout from the workstation, servers and/ or network device when the session is finished;
 - g) Default user credentials or administrative passwords for information devices shall be changed and securely stored in a fireproof safe, which shall be enclosed in an envelope with an authorized signature and date.
6. Procedures shall be put in place for secure storage and management of administrative passwords for critical information systems;
7. Access rights and privileges to information processing facilities for UIDAI information shall be revoked within 24 hours (Business hours) of separation of respective personnel having access to such information;
8. Post deactivation, user IDs shall be deleted if not in use as per Exit formalities;
9. Access rights and privileges to information facilities processing UIDAI information shall be reviewed on a quarterly basis and the report shall be maintained for audit purposes;
10. Common user IDs / group user IDs shall not be used. Exceptions shall be approved and documented where there is no alternative;
11. Default user credentials or administrative passwords for information devices shall be changed and securely stored in a fireproof safe enclosed in an envelope with authorized signature and date;
12. Access to administrative password or critical information systems password shall be controlled with an access log register (physical document register is maintained within the fireproof safe).

IV. Password Policy

1. Passwords shall be kept confidential;
2. Change the initial passwords provided by service engineers immediately;
3. Avoid keeping a paper record of passwords, unless this can be stored securely;

4. Change passwords whenever there is any indication of possible system or password compromise;
5. Select quality passwords (wherever applicable/enforced) with a minimum length of 8 characters, which are:
 - a) Easy to remember;
 - b) Not based on anything somebody else could easily guess or obtain using person related information, e.g. names, telephone numbers, and dates of birth etc.;
 - c) Free of consecutive identical characters or all-numeric or all-alphabetical groups;
 - d) Password should contain at least one numeric and one special character if the system supports.
6. Change passwords at regular intervals (passwords for privileged accounts shall be changed more frequently than normal passwords) and avoid re-using or cycling old passwords;
7. Change temporary passwords at the first log-on;
8. Not include passwords in any automated log-on process, e.g. stored in a macro or function key;
9. Not share individual user passwords;
10. Three successive login failures should result in a user's account being locked; they should not be able to login until their account is unlocked and the password reset. The user should contact the System Engineers/Administrators for getting the account unlocked;
11. The local security settings on all the systems shall be aligned and synced with the Active Directory Settings. The users shall not be provided access to modify the local security settings on the individual systems. In the case of administrative access being provided, the users shall be prohibited from modifying the local security settings. Modifying the same shall result in disciplinary action.

V. Physical and Environmental Security

1. ADQCSA premises shall be located in a secure environment;
2. External walls of the premises shall be of solid construction and all external doors shall be suitably protected through control mechanisms like bars, locks, security guards etc;
3. ADQCSA production and storage facilities shall be physically secured employing a combination of physical security measures such as CCTV cameras, locked cabinets, alarm systems etc.;

Only authorized ADQCSA personnel shall be allowed to enter the premises hosting UIDAI resident information printing facilities;

1. Intruder detection systems shall be installed and regularly tested to cover external doors and accessible windows;
2. ADQCSA personnel shall not carry personal information processing devices such as laptops, palmtops, cameras and media devices like tapes, CDs, USB drives etc.;
3. Visitors' entry into ADQCSA premises shall be restricted. Security validations and checks such as verifying the identity of the visitor, checking the belongings and bags, and making physical entry in registers shall be carried out;
4. All visitors carrying Information Processing Equipment (such as Laptops, Palmtops, Personal Digital Assistant) or Media (such as CDs, Tapes, DATs), shall be asked to declare such assets and the same shall be recorded in a register at the security gate;
5. Imaging devices such as **mobile phones, laptops, cameras etc** shall not be permitted within the facility;
6. Visitor badges/ tokens shall be issued to all visitors to the ADQCSA office;
7. Entry and exit along with date and time and the purpose of visit of visitors shall be recorded in a visitor's register maintained at the entrance gates;

8. Visitors shall be escorted by authorized personnel to enter critical information processing areas and access logs shall be maintained for audit purposes;
9. Lockable cabinets or safes shall be provided in the offices, rooms and information processing facilities;
10. Fire doors and extinguishing systems shall be deployed, labeled, monitored, and tested regularly;
11. Physical access to restricted areas or offices and facilities hosting critical equipment shall be pre-approved and recorded along with the date, time and purpose of entry;
12. Signs or notices legibly setting forth the designation of restricted areas and provisions of entry shall be posted at all entrances and at other points along the restricted areas as necessary;
13. Reception areas shall be manned by a receptionist(s) and/ or security guard(s) during ADQCSA office hours;
14. All ADQCSA office locations processing UIDAI information shall implement controls to protect the information assets and facilities hosting information against damage from environmental threats like fire, flood, earthquake & terrorist attacks, explosion, civil unrest and other forms of manmade/ natural threats;
15. Complete facility shall be under CCTV coverage and ADQCSA will create facilities for its central monitoring including by UIDAI officials over internet.
16. The movement of all incoming and outgoing items shall be documented;
17. All equipment shall be protected from power failures and other disruptions caused by failures in supporting infrastructure;
18. Controls shall be designed and implemented to protect power and network cables from unauthorized interception or damage;
19. Information systems containing UIDAI information shall be disposed-off securely only after obtaining approval from UIDAI authorized personnel;
20. Before sending any equipment out for repair, the equipment shall be sanitised to ensure that it does not contain any UIDAI sensitive data.
21. All ADQCSA personnel accessing UIDAI information assets shall be made aware of UIDAI information security policies and controls for protecting unattended equipment;
22. A clear desk and clear screen policy for UIDAI information processing facilities shall be adopted to reduce risks of unauthorized access and loss of and damage to information. Following shall be ensured:
 - a) Paper and computer media shall be stored in locked cabinets and/or secure enclosures when not in use;
 - b) Restricted and Confidential information and storage media shall be locked away when not required especially during non-business hours;
 - c) Screen savers or related technological controls shall be implemented to lock the screen of the information systems when unattended beyond a specified duration;
 - d) Incoming and outgoing mail points and unattended fax and telex machines shall be protected from unauthorized access during off-office hours;
 - e) Printed copies shall be secured;
 - f) Unused paper documents and printed papers shall be shredded.

VI. Operations Security

ADQCSA OPERATIONS

1. ADQCSA shall ensure that systems are placed in secured areas and access to the systems is restricted only to authorized personnel;
2. QC shall only be undertaken only when authorized personnel are physically present in the vicinity of the systems.
3. Operators shall log-in to the QC interface using their unique user id and password;

4. ADQCSA shall ensure transmission security of jobs;
5. The firmware of the all IT system shall be updated with the latest security patches as and when they become publicly available;
6. No printers shall be allowed in the location;
7. Any abnormality shall be investigated and reported to Head Information Security, UIDAI;
8. All invoices raised by the ADQCSA shall be accompanied by a certificate stating that the ADQCSA is not in possession of any data pertaining to all residents whose records have been Quality checked.
9. Accountability and tracking procedures shall be adhered to during all phases activities.
10. ADQCSA shall maintain an MIS of the operations and share the same with UIDAI on a periodic basis for the purpose of tracking and reconciliation.

SYSTEMS OPERATIONS SECURITY

1. All systems that connect to CIDR or handle the residents' personal data shall be secured using endpoint security solutions. At the minimum, anti-virus / malware detection software shall be installed on such systems;
2. Safeguards shall be implemented in the information systems to prevent the execution of malware;
3. Standard Operating Procedure (SOP) shall be developed for all information systems and services related to UIDAI operations. The SOP shall include the necessary activities to be carried out for the operation and maintenance of the system or service and the actions to be taken in the event of a failure;
4. All changes to information systems and facilities processing UIDAI information shall be notified to UIDAI;
5. A record of all changes shall be maintained and provided to relevant stakeholders as and when required;
6. The Operating System as well as the QC Terminal program shall be updated with the latest security patches as and when they become publicly available;
7. Any changes to the operating procedure shall be notified to UIDAI. A record of all changes shall be maintained and provided to relevant stakeholders as and when required;
8. Event logs recording the critical user-activities, exceptions and security events shall be enabled and stored to assist in future investigations and access control monitoring;
9. Regular monitoring of the audit logs shall take place and results shall be recorded;
10. Logs shall be monitored and analyzed for any possible unauthorized use of information systems;
11. Audit logs shall capture details like User IDs, Date and time of log-on and log-off, Terminal identity or location, if possible, Records of successful and rejected system access attempts, Records of successful and rejected data and other resource access attempts, time stamp of event, source IP ,details of Port used etc.
12. Access to audit trails and event logs shall be provided to authorized personnel only;
13. Logs shall be protected from unauthorized access or deletion;
14. All computer clocks shall be set to an agreed standard and checked to make corrections to any significant variations observed;
15. The date and time settings of the critical servers and network devices shall be synchronized with a centralized in-house solution or NTP aligned with the relevant time zone;
16. Third-party independent network, operating system, database and application assessment and configuration reviews shall be carried out annually and/or during a significant change in the ADQCSA ecosystem;

VII. Communications Security

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1. The network between CIDR and ADQCSA shall be secure. ADQCSA shall connect with CIDR through leased MPLS lines;
2. ADQCSA shall ensure that the QC Terminal is dedicated for the UIDAI activities and is not used for any other activities of the ADQCSA;
3. The QC Terminal shall be hosted behind a firewall. The firewall rules shall restrict any incoming access requests to the QC Terminal s;
4. The QC Terminal host shall reside in a segregated network segment that is isolated from the rest of the network of the ADQCSA with the exception of the network segments which are authorized;
5. Passwords used for QC terminal access as well as the passwords of the underlying Operating System of the client host shall be consistent with UIDAI password management policy(as shared from time to time);
6. All unwanted network services (such as FTP or Telnet) should be turned off to reduce the attack surface exposed by the devices;
7. All network accessible services shall be protected using passwords that are consistent with the UIDAI password policy(as shared from time to time);
8. Special consideration shall be given to Wireless networks due to poorly defined network perimeter. Appropriate authentication, encryption and user level network access control technologies shall be implemented to secure access to the network;
9. Where the mobile device policy allows the use of privately owned devices(e.g. Bring Your Own Device – BYOD), the related security measures should also consider:
 - a) Separation of private and business use of the devices, including using software to support such separation and protect business data on a private device;
 - b) Providing access to business information only after users have signed an end user agreement acknowledging their duties (physical protection, software updating, etc.), waiving ownership of business data, and allowing remote wiping of data by the organization in case of theft or loss of the device or when no longer authorized to use the device. The policy and measures need to take into account the privacy legislation.
10. Systems processing UIDAI information files shall automatically log out the operator and lock itself after a period of inactivity;

ADQCSA CENTERS

1. The network between CIDR and ADQCSA shall be secure. ADQCSA shall connect with CIDR through secure MPLS leased line connectivity;
2. Systems used by centre personnel shall be dedicated to UIDAI activities and not be used for other clients / activities of the contact centre;
3. Passwords of the underlying Operating System of the client host shall be consistent with UIDAI password management policy(as shared from time to time);
4. Systems accessing CIDR database shall automatically log out the operator and lock itself after a period of inactivity;
5. Users shall not use any unauthorized web-mail services or portals.

VIII. Information Security Incident Management

1. ADQCSA shall be responsible for reporting any security weaknesses, any incidents, possible misuse or violation of any of the stipulated guidelines to UIDAI – Head Information Security;
2. Monthly security reports shall be sent to UIDAI for tracking and review of security weakness, incidents and violation to validate the closure status;

3. Loss / theft of partially finished / finished products shall be reported to the local law enforcement agency and UIDAI within 24 hours.

IX. Compliance

1. ADQCSA shall comply with all terms and conditions outlined in the UIDAI ADQCSA agreement;
2. UIDAI shall reserve right to audit systems and processes of the ADQCSA on an annual basis and /or need basis to ensure compliance with stipulated security policy published time to time, but not limited to this document. The audit plan shall include information security and technical testing controls required to protect UIDAI information assets. UIDAI shall share the findings of the audit with the ADQCSA;
3. If any non-compliance is found as a result of the audit, the ADQCSA shall:
 - a. Determine the causes of the non-compliance;
 - b. Evaluate the need for actions to avoid recurrence of the same;
 - c. Determine and implement corrective action;
 - d. Review the corrective action taken.
4. ADQCSA shall use only licensed software within the UIDAI network environment. Record of all software licenses shall be kept and updated regularly;
5. ADQCSA shall follow information security industry best practices as per International standards like ISO27001: 2013 to maintain information security posture;
6. ADQCSA and their partners shall ensure compliance to IT Act 2000 and 2008 amendments.

X. Change Management

1. ADQCSA shall document all changes to UIDAI Information Processing facilities/ Infrastructure/ processes;
2. All Changes shall be approved by the UIDAI management before being implemented; Change log/ register shall be maintained for all changes performed.

E: Over view of the QC process

Guidelines to check the Scanned docs in QC

- ✓ The scanned documents must be from the list of approved documents. List of UIDAI approved Proof of Identity (POI), Date of Birth (DoB), Proof of Address (POA) and Proof of Relationship (PoR) documents is available on UIDAI portal (http://www.uidai.gov.in/images/FrontPageUpdates/valid_documents_list.pdf).
- ✓ Check that the resident has scanned documents of original documents for verification.
- ✓ Only correct format of documents is used and scanned.
- ✓ Verify each of the demographic field and photo of resident vis a vis provided valid document.
- ✓ Verify “Full Name & Photo”, “Date of Birth”, “Address”, & “Relationship Details” against POI, DoB, POA, PoR, respectively.
- ✓ Check whether the each page of the scanned document is legible and photo on the document is clear.
- ✓ Check whether demographic information given in document have meaningful & accurate data & not tampered/altered. Should not have any junk data etc. or any ‘tampered photo’ or ‘editing done explicitly in document’ or ‘data mentioned indicates some other resident’.

Guidelines for using scanned docs for QC

- ✓ The documents displayed on QC portal must be in the list of approved documents. Check the validity of the support document: - If the document is not from one of the prescribed documents- reject the request selecting “Invalid Document”.
- ✓ Verify that the resident has scanned documents of original documents for verification. If not then mark ‘Scanned Image Not of Original Document’.
- ✓ Check whether each page of the scanned document is legible and photo on the document is clear. If any of the page of the document is not legible/incomplete or it is empty, mark it as “Poor Quality Document”.
- ✓ Check whether demographic information given in document have meaningful & accurate data & not tampered/altered. Should not have any junk data such as “Aaajjjj” “kmlkjf” ‘AA’ etc. or any ‘tampered photo’ or ‘editing done explicitly in document’ or ‘data mentioned indicates some other resident’. If the document verified is suspected to be forged/altered or have any incorrect data/no meaningful data – reject the request for “Fraudulent Document”.
- ✓ When any Document(POI/POA/POR/DoB) is missing in the QC (i.e. enrolment operator fails to upload the proof document) reject the packet under ‘Missing document’.

Guidelines for verifying demographic data in scanned document vis a vis QC packet

- ✓ Verify “Name & Photo”, “Date of Birth”, “Address”, and “Relationship Details” against POI, DoB, POA, PoR, respectively.
- ✓ Verify each of the demographic field vis a vis provided valid document. If any data mismatch, reject under ‘Demographic data mismatch’. Refer detailed guidelines for each demographic field mentioned further.
- ✓ The QC Operator should ensure that the name in all the available scanned documents should match. The QC Operator should ensure that the name in all the scanned documents should match. For eg: POA document matches with the name in the POI document.
- ✓ **NAME**

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- ✓ POI requires a document containing the resident's name and photograph. Verify that document has both. And Validate the mentioned name in QC packet against given POI. It is very important to verify that full resident name matches exactly given in POI. For example: in POI if K.S.K Durga is mentioned & same is mentioned in QC packet, it is correct. Also if in POI Kalluri Surya Kanaka Durga, then QC packet should also have the same full name. Else reject under 'Demographic Data Mismatch'.
- ✓ If any of the POI document submitted does not contain the photograph of the resident, then it will not be accepted as a valid POI. The illustration below shows the POI with and without photograph. The illustration with photograph is valid.
- ✓ In case of difference in the name mentioned in QC packet and the one given in document (POI/POA /POR & DOB) is limited to sequence of first, middle and last name, the name given in packet can be passed.
- ✓ In case of minor difference in the spelling of the name mentioned in QC packet and the one given in document (POI/POA /POR & DOB) , that packet can be passed. For Eg: Name in POI is Rajender while in captured data it is Rajendra, it is acceptable.
- ✓ **Date of Birth**
 - ✓ Date of birth of Resident should match as given in DoB (day, month and year in the relevant field). If any data mismatch , reject under 'Demographic data mismatch'.
- ✓ **Address**
 - ✓ Verify the given address in QC packet against given POA. If any data mismatch , reject under 'Demographic data mismatch'.
 - ✓ Note that for Children (0 to 5 years) this field is mandatory. But since enrolment can be done through NPR (RGI). In those cases C/O field may not be shown. A flag of RGI or NPR will be displayed in such cases & no scanned documents will be available.
 - ✓ Minor changes in Address given in QC packet and Address mentioned in POA are acceptable. The resident is allowed to add minor fields such as House No., Lane No., Street Name, correcting typographic errors, minor changes/ corrections to pin code etc. to the address listed in the POA as long as these additions/modifications do not alter the base address mentioned in the POA document. If the changes requested are substantial and change the base address that is given in POA it is not acceptable. for eg:
 - ✓ **Acceptable as addition does not change the basic address:** Changes allowed as landmark change does not change the basic address
 - ✓ **Not acceptable as there is change in basic address:** Changes not allowed as house number changes the basic address
- ✓ **Relationship Details**
 - ✓ Verify the "Care of" field against the given PoR document.
 - ✓ Verify that the PoR document establishes relation between the Head of Family and the family member similar to given in QC packet else mark 'Demographic data mismatch'. Check very carefully in case of Child (0 to 5 years).

Other Salient Aspects of QC Process

DDC/DBD Manual De-Duplication:

All new enrolment packets enrolled go through the automated De-Duplication tool from where all suspected cases are pushed to manual De-Duplication on this portal. QC Operator will be able to view the Applicant Packet (New packet) against the Candidate Packet (possible matching packet/s existing in the system) where the operator validates (checking quality of applicants photo and demographic details) and matches the demographic details and photograph of the residents to decide if the packet is Duplicate or not Duplicate, and based on status of the candidate packet/s he decides if the packets needs to be rejected or sent for further processing.

1.1.1. QC parameters / Error Codes:

Following parameters or error codes are for demographic check along with documents.

1.1.1.1. Demographic Errors:

These are the mistakes done by Enrolment Operator in the field at the time of enrolment.

- **Possible Gender/Photo Mismatch:** If gender mentioned in the packet is not matching with the resident photograph.
- **Possible Age/Photo Mismatch:** If age mentioned in the packet is not matching with resident photograph.
- **Poor Quality photograph/Incorrect Photo:** This error is marked when resident photo is not clear, (e.g. Blur, incomplete, dark, excess of light etc).
- **Possible Error in Name/Address:** When there is prefix/salutation/titles in the name like Mr., Miss, Doctor, etc. And symbols and random alphabets are used in place of name like @#!%, AAAAA, DFRTN etc. this error is marked.
- **Possible Error in Name/Address transliteration:** This error is marked when the resident details are not transliterated in local language properly.
- **Possible Relationship Mismatch:** When gender is not matching with the relationship give (D/o, W/o or S/o) in the packet than this error is marked.
- **Incomplete Address:** This error is marked when the resident address is not complete and letter by post cannot be delivered on the given address.
- **Missing Document:** When Document is missing in the QC i.e. enrollment operator fails to upload the proof document
- **Document Name mismatch:** If there is mismatch between name of the document and actual document but document is valid-document is within approved list of UIDAI
- **Demographic Data Mismatch:** When demographic data of resident is not matching with documents submitted by him/her.
- **Poor Quality Document:** Document image is not clear /incomplete.

1.1.1.2. Process Errors:

These error are considered as grave errors where possibly enrolment operator has attempted to commit a fraud. In such situation enrolment operator is blacklisted and legal action is initiated.

- **Photo Of Photo:** As per AADHAAR enrolment process resident is required at the time of enrolment hence taking a photograph of a photograph is not required in any situation. So this attempt is considered as attempt of fraud.
- **Un-parliamentary/Offensive Language:** When abusive or offensive words have been used in place resident name or/and details than this case is also is considered as attempt of fraud.
- **Human Photo Missing:** When photograph of Objects, Animals, Deity is used in place of resident photograph. This error is also considered under attempt of fraud.

- **Age (0-5 years) photo mismatch in update request:** This error code is marked when there is an attempt of enrolling an adult as child by mentioning age below 5 years to avoid taking biometrics.
- **Invalid Document:** When document uploaded is not one of the approved documents as mentioned in policy.
- **Fraudulent Document:** Document of other resident, tampered document, photo do not match

Following parameters or error codes are for biometric exception check, where a QC Operator matches the biometric missing tags with biometric exception photo.

1.1.1.3. BE Non-Process Errors:

- **No/Partial Exception Available in Exception Photo:** When exception details is/are not matching with the Resident's exception photograph.
- **Poor Quality in Exception Photo:** This error is marked when resident photo is not clear, (e.g. Blur, incomplete, dark, excess of light etc).
- **Exception Photo not as per guidelines:** When the exception photo is not captured as per the given guideline i.e. exception photo has not been taken having face and both palm open and facing the camera.

1.1.1.4. BE Non-Process Errors:

- **Both Photo of different Person:** When the resident's AADHAAR photo and residents exception photo is of different person. This error is also considered as grave error and possible attempt of fraud.
- **Object in Exception Photo:** When photograph of Objects, Animals, Deity is used in place of resident photograph. This error is also considered under attempt of fraud.
- **Photo of Photo in Exception Photo:** As per AADHAAR enrolment process resident is required at the time of enrolment hence taking a photograph of a photograph is not required in any situation. So this attempt is considered as attempt of fraud.

4.2. Quality Check of Update Packets:

Once Aadhaar of the resident is generated, the resident has the facility to update its demographic as well as biometric details. There are many ways through which Aadhaar data can be updated: SSUP portal, Update Client Lite (UCL), Update Client Standard (UCS)/ECMP. To maintain the quality of Aadhaar Information, all the update packets will also go through a seamless uniform QC process.

4.2.1. Update packet QC portal

All the update packets coming from ECMP/UCS and UCL are displayed on this portal. User is be able to view

- Name - Old & New
- Age/DOB - Old & New with type of age is being changed (e.g. "declared" to "verified")
- Gender - Old & New
- Photo - Existing photo as well as updated photo.
- Existing demographic details, Updated demographic details
- Scan copy of update request form
- Uploaded document(s) - Existing as well as Updated.

User will be able to mark packet as "correct", "Incorrect" or "Incorrect with doubtful"

Based on the selection user shall have to select the appropriate error code for the action taken.

4.2.2. QC of Update Packet Decision Table:

Decision in Update packet QC portal	Decision in Review portal	Processing action
Incorrect	Correct	Forward to “QA Out”
Incorrect	Incorrect (Different error code)	Forwarded to next level “Re-review portal”
Doubtful	Correct	Forward to “QA Out”
Doubtful	Incorrect (Different error code)	Forwarded to next level “Re-review portal”
Incorrect	Incorrect (at least one similar error codes)	Rejected Update packet
Incorrect with doubtful flag.	Incorrect (at least one similar error codes)	Rejected Update packet
Incorrect with doubtful flag	Incorrect doubtful flag	Forwarded to next level “Re-review portal”

4.2.3. QC of Update Packets parameters / Error Codes:

4.2.3.1. Demographic Errors:

- **Transliteration error in update request:** This error is marked when the resident details are not transliterated in local language properly.
- **Possible gender/ photo mismatch in Aadhaar and Update Request:** If gender mentioned in the packet is not matching with the documents submitted by the resident.
- **Possible age/photo mismatch in Aadhaar and Update Request:** If age mentioned in the packet is not matching with resident photograph.
- **Poor quality photograph/ incorrect photo in update request:** This error is marked when resident photo is not clear, (e.g. Blur, incomplete, dark, excess of light etc).
- **Possible relationship mismatch in Aadhaar and Update Request:** When gender is not matching with the relationship give (D/o, W/o or S/o) in the packet than this error is marked.
- **Incomplete address in update request:** This error is marked when the resident address is not complete and letter by post cannot be delivered on the given address.
- **Junk data in the request:** When the update request is having junk data for update like symbols and words having no sense.
- **Document not legible:** When the document is not as per the list of documents given by UIDAI.
- **Data mismatch in document and update request:** When demographic data of resident is not matching with documents submitted by him/her.
- **Photo mismatch on POI and Update request:** Applicable only if photo is displayed as in Update QC.
- **Mismatch of Age on document with photo on Aadhaar:** If age mentioned in the packet is not matching with documents submitted by the resident.

4.2.3.2. Process Errors:

- **Photo of photo in update request:** As per AADHAAR enrolment process resident is required at the time of enrolment hence taking a photograph of a photograph is not required in any situation. So this attempt is considered as attempt of fraud.

-
- **Un-parliamentary/ offensive language in update request:** When abusive or offensive words have been used in place resident name or/and details than this case is also is considered as attempt of fraud.
 - **Human photo missing in update request:** When photograph of Objects, Animals, Deity is used in place of resident photograph. This error is also considered under attempt of fraud.
 - **Age (0-5 years) photo mismatch in update request:** This error code is marked when there is an attempt of enrolling an adult as child by mentioning age below 5 years to avoid taking biometrics.
 - **Invalid Documents:** When document uploaded is not one of the approved documents as mentioned in policy.



F: – Pre Bid/ Pre Contract Integrity Pact

(PROFORMA OF INTEGRITY PACT)

INTEGRITY PACT

Between

Unique Identification Authority Of India (UIDAI) hereinafter referred to as “The Principal”,

and

..... hereinafter referred to as “The Bidder/ Contractor”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----
------. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

In order to achieve these goals, the Principal will appoint Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act,

1988(PC Act), or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/ contractor

- (1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a) The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder / Contractor will not commit any offence under the relevant IPC/PC Acts; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The bidders(s)/Contractor(s) of foreign origin shall disclose the name and address of Agents/representatives in India if any. Similarly the Bidder(s)/Contractor(s) of Indian nationality shall furnish the name and address of foreign principals if any.
 - e) The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - (2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
-

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award or during execution has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

- (1) If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- (2) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

Section 4 - Compensation for Damages

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security or will execute Bid-Securing Declaration.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

Section 5 - Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
 - (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
-

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

- (1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders/Contractors/ Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor / Monitors

- (1) The Principal will appoint competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman, UIDAI.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman, UIDAI within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) If the Monitor has reported to the Chairman, UIDAI a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (8) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman, UIDAI.

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.
 - (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
 - (3) If the Contractor is a partnership, this agreement must be signed by all partners.
 - (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
-

For the Principal
Contractor

For the Bidder /

Place -----

Witness 1: -----

Date -----

Witness 2: -----

G: Change Request Process

This applies to and describes the procedure to be followed in the event of any proposed change to the Contract Agreement Implementation Phase, QC Operations and SLA. Such change shall include, but shall not be limited to, changes in the scope of services provided by the ADQSA and changes to the rates, terms of payment as stated in the Terms of Payment Schedule.

The **Project Director, UIDAI** and the ADQSA recognize that frequent change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and responsibilities without a material effect on the cost. The ADQSA will endeavor, wherever reasonably practicable, to effect change without an increase in the terms of payment as stated in the Terms of Payment Schedule and the Project Manager, UIDAI will work with the ADQSA to ensure that all changes are discussed and managed in a constructive manner.

1. CHANGE CONTROL NOTE ("CCN")

- a. Change requests in respect of the UIDAI, the QC Operation and SLA will emanate from the ADQSA Project Manager or UIDAI project director who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process and will hereto complete Part A of the CCN provided in SECTION 6 of this schedule. CCNs will be presented to the other Party's Project Manager who will acknowledge receipt by signature of the CCN.
- b. The ADQSA and the Project Director, UIDAI, while preparing the CCN, shall consider the change in the context whether the change is beyond the scope of

Services including ancillary and concomitant services required as per scope of work of the RFP.

- c. It is hereby also clarified that the changes will be calculated on the basis of additional effort /Unit rate quoted by the ADQSA in its bid.

2. QUOTATION

- a. The ADQSA shall assess the CCN and complete Part B of the CCN. In completing Part B, (provided in Section-6) of the CCN the ADQSA shall provide as a minimum
- i. a description of the change;
 - ii. a list of deliverables required for implementing the change;
 - iii. a timetable for implementation;
 - iv. an estimate of any proposed change;
 - v. any relevant acceptance criteria;
 - vi. an assessment of the value of the proposed change;
 - vii. Material evidence to prove that the proposed change is not already covered within the scope of the RFP and SLA.
- b. Prior to submission of the completed CCN to the Project Director, UIDAI, or its nominated agencies, the ADQSA will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, the ADQSA shall consider the material effect of the proposed change in the context of the UIDAI QC operations and SLA affected by the change and the total effect that may arise from implementation of the change.

3. COSTS

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided the ADQSA meets the obligations as set in the CCN. In the event, after a CCN is generated and accepted by both parties, the ADQSA is unable to meet the obligations as defined in the CCN then all LD and SLA provisions of the agreement shall be applicable.

4. REPORTING

Change requests and CCNs will be reported monthly to each Party's Project Managers who will prioritize and review progress.

5. OBLIGATIONS

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The ADQSA shall be obliged to implement any proposed changes once approval in accordance with this schedule has been given, with effect from the date agreed for implementation plan.

6. CHANGE CONTROL NOTE FORMAT

Change Control Note		CCN Number:
Part A: Initialisation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Details of Proposed Change		
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by UIDAI	Date:	
Name:		
Signature:		
Received by the ADQSA	Date:	
Name:		
Signature:		
Change Control Note		CCN Number:
Part B : Evaluation		
(Identify any attachments as B1, B2, and B3 etc.)		
Changes to Services, Change of material/charging structure, payment profile, Documentation,		

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training, services and component working arrangements and any other contractual issue.	
Brief Description of Solution:	
Impact:	
Deliverables:	
Timetable:	
Charges for Implementation:	
Other Relevant Information:	
Authorized by the ADQSA	Date:
Name:	
Signature:	
For UIDAI	For ADQSA
Signature	Signature

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Name	Name
Title	Title
Date	Date
Change Control Note	CCN Number :
Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	
Rejected	
Requires Further Information (as follows, or as Attachment 1 etc.)	
For UIDAI and its nominated agencies	For ADQSA
Signature	Signature
Name	Name
Title	Title
Date	Date