



**REQUEST FOR PROPOSALS  
FOR  
OPERATING CONTACT CENTER OF UIDAI**

Dec, 2017

**F. No. 14014/14/2017 Logistics –CRM**

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA**

Government of India (GoI)  
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## TABLE OF CONTENTS

<b>SECTION-I : INVITATION TO BID AND INTRODUCTION .....</b>	<b>1</b>
<b>PART-I: INVITATION TO BID: .....</b>	<b>1</b>
<b>PART-II: INTRODUCTION .....</b>	<b>3</b>
<b>PART-III: GLOSSARY AND ACRONYMS: .....</b>	<b>5</b>
<b>SECTION-II : EXISTING SETUP .....</b>	<b>6</b>
<b>PART-I: EXISTING SETUP:.....</b>	<b>6</b>
<b>PART-II: HISTORICAL VOLUMES .....</b>	<b>6</b>
<b>SECTION-III : INSTRUCTIONS TO BIDDERS .....</b>	<b>8</b>
<b>PART-I: GENERAL:.....</b>	<b>8</b>
1.    DEFINITIONS .....	8
2.    PROCEDURE FOR SUBMISSION OF ONLINE BIDS ON CPP PORTAL.....	9
3.    GENERAL.....	12
3.1 <i>Only one Bid</i> .....	12
3.2 <i>Bid Validity</i> .....	13
3.3 <i>Consortium</i> .....	13
3.4 <i>Tenure of Contract</i> .....	13
4.    CLARIFICATION AND AMENDMENT OF RFP DOCUMENT .....	13
5.    PREPARATION OF FINANCIAL BID.....	13
6.    TAXES.....	13
7.    EARNEST MONEY DEPOSIT (EMD) .....	14
7.1 <i>Forfeiture of EMD</i> .....	14
8.    TENDER FEES .....	15
9.    PERFORMANCE BANK GUARANTEE .....	15
10.   SUBMISSION, RECEIPT AND OPENING OF BIDS.....	16
11.   RIGHT TO ACCEPT/ REJECT THE BID .....	16
12.   PUBLIC OPENING AND EVALUATION OF FINANCIAL BIDS.....	16
13.   DIS-QUALIFICATION .....	16
14.   AWARD OF CONTRACT.....	17
15.   TERMINATION OF CONTRACT .....	17
<b>PART-II: DATA SHEET:.....</b>	<b>18</b>
<b>PART-III: ELIGIBILITY CRITERIA .....</b>	<b>20</b>
1.    PRE-QUALIFICATION CRITERIA .....	20
2.    TECHNICAL EVALUATION CRITERIA .....	23
<b>PART-IV: SELECTION PROCESS .....</b>	<b>27</b>
1.    EVALUATION OF PROPOSALS: THE EVALUATION OF THE PROPOSAL WILL BE DONE IN 3 PARTS: .....	27

2. SELECTION OF FIRMS:.....	27
3. ALLOCATION OF VOLUME: .....	28
<b>PART-V: INSTRUCTIONS ON BID PREPARATION AND DOCUMENTS.....</b>	<b>29</b>
1. ONLINE BIDS SUBMISSION PROCESS .....	29
2. FINANCIAL BID FORMS .....	30
3. CHECKLIST.....	30
<b>SECTION-IV : SCOPE OF WORK.....</b>	<b>31</b>
<b>PART-I: DESCRIPTION OF SERVICES .....</b>	<b>31</b>
1. BUSINESS SERVICES .....	31
2. INFRASTRUCTURE & TECHNOLOGY .....	33
3. RESOURCE ON-BOARDING .....	36
4. TRAINING.....	39
4.1 Orientation Training .....	39
4.2 Resource Training .....	40
4.3 On-Job Training.....	40
4.4 Re-Fresher Training.....	40
5. QUALITY ASSURANCE .....	41
6. REPORTING AND ANALYTICS .....	41
7. INFORMATION SECURITY GUIDELINES .....	42
7.1 Security Requirements for Contact Center .....	42
<b>SECTION-V : SERVICE LEVEL AGREEMENTS, KPIS, WAIVER AND COMPENSATIONS .....</b>	<b>45</b>
<b>PART-I: SERVICE LEVEL AGREEMENTS (SLAs) .....</b>	<b>45</b>
1. ONE TIME SLA PARAMETERS.....	47
2. OPERATIONAL SLA PARAMETERS .....	49
2.1 Network Uptime (Uninterrupted Connectivity to UIDAI's DC) .....	49
2.2 Service Level % (SL %).....	49
2.3 Call Abandoned Rate .....	50
2.4 Quality Score.....	50
2.5 Resident Satisfaction.....	51
2.6 Average Handle Time (AHT).....	52
2.7 Agent Productivity .....	52
2.8 Average Response Time (Emails) .....	53
2.9 Count of Incorrect Responses.....	54
2.10 Quality of Service (QoS) .....	54
2.11 Average Hold Time.....	55
2.12 Average Update Time .....	55
<b>PART-II: KEY PERFORMANCE INDICATORS (KPIs).....</b>	<b>56</b>

3.	KPI PARAMETERS.....	56
3.1	<i>Interactions Record Percentage</i> .....	56
3.2	<i>Resident Satisfaction Index (RSI)</i> .....	56
<b>PART-III: PROJECTIONS &amp; COMPENSATIONS .....</b>		<b>58</b>
1.	PROJECTIONS.....	58
2.	COMPENSATIONS .....	58
<b>SECTION-VI : GENERAL AND SPECIAL CONDITIONS OF CONTRACT .....</b>		<b>61</b>
1.	GENERAL CONDITIONS OF CONTRACT .....	61
1.1	<i>Definitions</i> .....	61
1.2	<i>Relationship between the Parties</i> .....	62
1.3	<i>Law Governing Contract</i> .....	62
1.4	<i>Language</i> .....	62
1.5	<i>Notices</i> .....	62
1.6	<i>Location</i> .....	63
1.7	<i>Authorized Representatives</i> .....	63
1.8	<i>Taxes and Duties</i> .....	63
1.9	<i>Fraud and Corruption</i> .....	63
1.9.1	Definitions.....	63
1.9.2	Measures to be taken by the Purchaser .....	64
1.9.3	Commissions and Fees.....	64
1.10	<i>Interpretation</i> .....	64
2.	COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT .....	65
2.1	<i>Effectiveness of Contract</i> .....	65
2.2	<i>Termination of Contract</i> .....	65
2.2.1	Termination of Contract for Failure to Become Effective .....	65
2.2.2	Termination of Contract subject to necessary approvals .....	65
2.3	<i>Commence- ment of Services</i> .....	66
2.4	<i>Expiration of Contract</i> .....	66
2.5	<i>Entire Agreement</i> .....	66
2.6	<i>Modifications or Variations</i> .....	66
2.7	<i>Force Majeure</i> .....	66
2.7.1	Definition .....	66
2.7.2	No Breach of Contract .....	67
2.7.3	Measures to be Taken .....	67
2.8	<i>Suspension</i> .....	68
2.9	<i>Termination</i> .....	68
2.9.1	By the purchaser .....	68

2.9.2	By the Service Provider .....	69
2.9.3	Cessation of Rights and Obligations.....	70
2.9.4	Cessation of Services .....	70
2.9.5	Payment upon Termination .....	70
2.9.6	Disputes about Events of Termination: .....	71
2.10	<i>Extension of Contract</i> .....	71
3.	OBLIGATIONS OF THE SERVICE PROVIDER .....	71
3.1	<i>Standard of Performance</i> .....	71
3.2	<i>Service Providers Not to Benefit from Commissions, Discounts, etc.</i> .....	71
3.3	<i>Prohibition of Conflicting Activities</i> .....	71
3.4	<i>General Confidentiality</i> .....	72
3.5	<i>Insurance to be Taken Out by the Service Provider</i> .....	72
3.6	<i>Accounting, Inspection and Auditing</i> .....	72
3.7	<i>Sub- contracting</i> .....	73
3.8	<i>Reporting Obligations</i> .....	73
3.9	<i>Rights of Use</i> .....	73
3.10	<i>Safety &amp; Security of Data, Premises, Location/ site</i> .....	73
3.11	<i>Equipment &amp; Materials Provided by the Service Providers</i> .....	74
3.12	<i>Intellectual Property Rights (IPR)</i> .....	74
3.13	<i>Assignment</i> .....	74
4.	SERVICE PROVIDER'S PERSONNEL .....	74
4.1	<i>General</i> .....	74
4.2	<i>Project Manager</i> .....	74
5.	OBLIGATIONS OF THE PURCHASER.....	75
5.1	<i>Assistance and exemptions</i> .....	75
5.2	<i>Change in the applicable Law related to Taxes and Duties</i> .....	75
5.3	<i>Services, Facilities and Property of the Purchaser</i> .....	75
5.4	<i>Payment</i> .....	75
5.5	<i>Counterpart Personnel</i> .....	75
6.	PAYMENTS TO THE SERVICE PROVIDER .....	76
6.1	<i>Payment for Services to charged from Residents</i> .....	76
6.2	<i>Currency of Payment</i> .....	76
6.3	<i>Terms of Payment</i> .....	76
7.	GOOD FAITH .....	77
7.1	<i>Good Faith</i> .....	77
7.2	<i>Operation of the Contract</i> .....	77
8.	SETTLEMENT OF DISPUTES .....	77
8.1	<i>Amicable Settlement</i> .....	77
8.2	<i>Arbitration</i> .....	77

9.	LIQUIDATED DAMAGES .....	78
9.1	<i>Definition</i> .....	78
9.2	<i>Limitation</i> .....	78
9.3	<i>Applicability</i> .....	78
10.	ADHERENCE TO RULES & REGULATIONS .....	79
10.1	<i>Adherence to Safety Procedures, Rules, Regulations &amp; Restrictions</i> .....	79
11.	LIMITATION OF LIABILITY .....	79
11.1	<i>Limitation of Liability</i> .....	79
12.	MISCELLANEOUS PROVISIONS .....	80
12.1	<i>Miscellaneous Provisions</i> .....	80
	<b>PART-II : SPECIAL CONDITIONS OF CONTRACT .....</b>	<b>81</b>
	<b>SECTION-VII .....</b>	<b>84</b>
	<b>ANNEXURE I: FINANCIAL BID COVERING LETTER .....</b>	<b>85</b>
	<b>ANNEXURE II: FINANCIAL BID FORM .....</b>	<b>87</b>
	<b>ANNEXURE III: STANDARD CONTRACT FORM .....</b>	<b>89</b>
	<b>ANNEXURE IV: LETTER FORMAT FOR MATCHING DISCOVERED RATE .....</b>	<b>92</b>
	<b>ANNEXURE V: LETTER FORMAT FOR INABILITY TO MATCH DISCOVERED RATE .....</b>	<b>93</b>
	<b>ANNEXURE VI : FORM OF PERFORMANCE BANK GUARANTEE .....</b>	<b>94</b>
	<b>ANNEXURE VII: BANK GUARANTEE FOR EMD .....</b>	<b>96</b>
	<b>ANNEXURE VIII : TEAM PROFILE PROPOSED FOR UIDAI .....</b>	<b>97</b>
	<b>ANNEXURE IX : NETWORK UPTIME % EXAMPLE .....</b>	<b>98</b>
	<b>ANNEXURE X : PROFORMA FOR INTEGRITY PACT .....</b>	<b>99</b>
	<b>ANNEXURE XI : LIST OF DOCUMENTS SUBMITTED .....</b>	<b>104</b>

## SECTION-I : INVITATION TO BID AND INTRODUCTION

### PART-I: INVITATION TO BID:

1. The Chief Executive Officer, UIDAI invites proposals from reputed and reliable firms for “Operating Contact Center of UIDAI”.
2. Bidders are advised to study the Bid document carefully. Online Submission of bid shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in **Section III** should be submitted online only through Central Public Procurement Portal (CPPP) website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down in Data Sheet in **Part II of Section III** of RFP. Bidders are advised to follow the instructions provided in the ‘Instructions to Bidders’ for the e-submission of the bids online through the CPPP for e-Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned and uploaded.
3. **Manual bids shall not be accepted**
4. Bidder who has downloaded the tender from the UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and CPPP website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender form including downloaded price bid template in any manner. In case the same is found to be tempered/ modified in any manner, tender shall be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with UIDAI.
5. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
6. Intending bidders are advised to visit UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum/addendum/amendment.
7. The Hard Copy of original instruments in respect of cost of tender document, earnest money, Original Copy of duly signed integrity pact and original copy of affidavits must be delivered at the address as mentioned in the Data Sheet (**Part II of Section-III of RFP**). Bid will be rejected in case of non-receipt of original payment instrument like Demand Draft/any other accepted instrument etc. against the submitted bid. The Demand Draft submitted for tender fee shall be non-refundable.
8. Bids will be opened as per date/time as mentioned in the Data Sheet of **Part II of Section III** of the RFP. After online opening of Technical-Bid the results of their evaluation as well date of Price-Bid opening will be intimated later.
9. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>

10. The Purchaser shall not be responsible for non-receipt/non-delivery of the Bid documents due to any reason whatsoever

11. The Request for Proposal consists of 7 Sections as mentioned below:

<b>SECTION I</b>	<b>INVITATION TO BID AND INTRODUCTION</b>
<b>SECTION II</b>	<b>EXISTING SETUP</b>
<b>SECTION III</b>	<b>INSTRUCTIONS TO BIDDERS</b>
<b>SECTION IV</b>	<b>SCOPE OF WORK</b>
<b>SECTION V</b>	<b>SERVICE LEVEL AGREEMENTS, KPIs, PENALTIES AND WAIVER</b>
<b>SECTION VI</b>	<b>GENERAL AND SPECIAL CONDITIONS OF CONTRACT</b>
<b>SECTION VII</b>	<b>ANNEXURES AND APPENDICES</b>

12. The response to the RFP should be uploaded on or before the date and time specified in the schedule for RFP in Data Sheet (**Part II of Section-III**).

13. The RFP envisages providing contact center facility to the residents of India for addressing their queries and grievances pertaining to Aadhaar.

14. The UIDAI reserves the right to reject any or all the Bids in whole or part without assigning any reasons.

15. This “Invitation to Bid” is non-transferable under any circumstances.

16. Address for Communication:

“RFP for OPERATING CONTACT CENTER OF UIDAI”

Assistant Director General (Logistics & CRM)

Unique Identification Authority of India

9<sup>th</sup> Floor, Tower – I, Jeevan Bharti Building,

Connaught Circus, New Delhi – 110 001



## PART-II: INTRODUCTION

1. **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 12 July 2016 by the Government of India, under the Ministry of Electronics and Information Technology (MeitY).
2. Prior to its establishment as a statutory authority, UIDAI was functioning as an attached office of the then Planning Commission (now NITI Aayog) vide its Gazette Notification No.-A-43011/02/2009-Admn.I) dated 28th January, 2009. Later, on 12 September 2015, the Government revised the Allocation of Business Rules to attach the UIDAI to the Department of Electronics & Information Technology (DeitY) of the then Ministry of Communications and Information Technology.
3. UIDAI was created with the objective to issue Unique Identification numbers (UID), named as "Aadhaar", to all residents of India that is (a) robust enough to eliminate duplicate and fake identities, and (b) can be verified and authenticated in an easy, cost-effective way. The first UID number was issued on 29 September 2010 to a resident of Nandurbar, Maharashtra. The Authority has so far issued more than 118 crore Aadhaar numbers to the residents of India.
4. Under the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016, UIDAI is responsible for Aadhaar enrolment 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 and also required to ensure **the security** of identity information and authentication records of individuals.
5. The Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and rules and regulations made there under (available at the link <http://www.uidai.gov.in>) provide for good governance, efficient, transparent and targeted delivery of subsidies, benefits and services, the expenditure for which is incurred from the Consolidated Fund of India, to all residents of the country, through assigning unique identity numbers called Aadhaar numbers, thereby providing a legislative backing for Aadhaar.

As per Section 7 of Chapter III of the Aadhaar Act, 2016 the Central and State Governments may use Aadhaar for the purpose of establishing identity of an individual as a condition for receipt of a subsidy, benefit or service for which the expenditure is incurred from, or the receipt there from forms part of, the Consolidated Fund of India, require that such individual undergo authentication, or furnish proof of possession of Aadhaar number or in the case of an individual to whom no Aadhaar number has been assigned, such individual makes an application for enrolment. As per Section 57 of the Act, "nothing contained in this Act shall prevent the use of Aadhaar number for establishing the identity of an individual for any purpose, whether by the State or any body corporate or person, pursuant to any law, for the time being in force, or any contract to this effect: Provided that the use of Aadhaar number under this section shall be subject to the procedure and obligations under section 8 and Chapter VI'. Accordingly, various Central government and state government ministries and department would be using Aadhaar

to establish identity of individuals and hence demand for Aadhaar and its update is expected to rise.

6. In order to manage queries and grievances during the pre-enrollment, enrolment and post-enrolment stages and to serve as a central point of contact to the Residents and all other partners of UIDAI, the concept of a 'Contact Center' was envisaged. This Request for Proposal document is intended to invite bids from reputed and reliable firms for operating the 'Contact Centers' of UIDAI for handling calls and emails. Beside this UIDAI also intends to start Chat services through this Request for Proposal.
7. It is envisaged that '**Two Service Provider**' will be selected for carrying out this work.

## PART-III: GLOSSARY AND ACRONYMS:

### A. Glossary of Terms

1. **The Aadhaar Act, 2016**-means Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016
2. **Aadhaar** – “Aadhaar number” means an identification number issued to an individual under sub-section (3) of section 3 of Aadhaar Act, 2016;
3. **Authority** – “Authority” means the Unique Identification Authority of India established under sub-section (1) of section 11 of Aadhaar Act, 2016
4. **Biometric Information** – Means photograph, finger print, Iris scan, or such other biological attributes of an individual as may be specified by regulations.
5. **De-duplication** – The process of using the Demographic and Biometric data collected from an enrollee to check against existing Aadhaar data so as to avoid duplicate enrolments.
6. **Demographic Information (data)** – includes information relating to the name, date of birth, address and other relevant information of an individual, as may be specified by regulations for the purpose of issuing an Aadhaar number, but shall not include race, religion, caste, tribe, ethnicity, language, records of entitlement, income or medical history;
7. **Enrolment** – Refers to the exercise of collection of demographic data after verification, collection of biometrics, and the allocation of the UID number after de-duplication.
8. **Resident** –as defined in Aadhaar Act, 2016 Resident means an individual who has resided in India for a period or periods amounting in all to one hundred and eighty two days or more in the twelve months immediately preceding the date of application for enrolment.
9. The term ‘Tender’ and ‘RFP’ has same meaning in the document.

### B. Acronyms

1. **CIDR** – Central Identities Data Repository
2. **EID** – Enrolment Identification Number
3. **GoI** – Government of India
4. **SoW** – Scope of Work
5. **UID** – Unique Identification number.
6. **UIDAI** – Unique Identification Authority of India.
7. **CRM** – Customer Relationship Management
8. **CCF** - Contact Center Firm

## SECTION-II : EXISTING SETUP

### PART-I: EXISTING SETUP:

Currently UIDAI's stakeholders can contact UIDAI's contact center either by calling the toll free numbers - short code "1947" or by emailing [help@uidai.gov.in](mailto:help@uidai.gov.in) or via Resident Portal of UIDAI.

The inbound calls received on the toll free numbers are first received on UIDAI's IVRS and then routed to the contact center if the caller requests for assistance by a Resident Support Executive (RSE).

All calls received at the contact center are logged using UIDAI's multi-channel CRM (Currently based on MS Dynamics CRM, which can be changed in future). The CRM is also used by all other UIDAI Eco-System Partners.

Presently, All emails received at [help@uidai.gov.in](mailto:help@uidai.gov.in) are downloaded to UIDAI's multi-channel CRM which are further allocated to the contact center for further processing.

UIDAI's multi-channel CRM and Communication solution is hosted in UIDAI's Data Center and managed by UIDAI's technical partner engaged as Managed Service Provider (MSP).

UIDAI's technical partner engaged as Managed Service Provider (MSP) will also verify the invoices and SLAs submitted by the service provider.

### PART-II: HISTORICAL VOLUMES

Statistics of Inbound call volume and Inbound email volume received by our current service provider from the month of **Apr 2017 to Sep 2017** are detailed below:-

#### Inbound call volume

Month	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17
Avg. Number of Calls / Day	59,050	53,225	65,657	93,899	66,863	61,971
Number of Calls / Month	17,71,509	16,49,983	19,69,700	29,10,882	20,72,744	18,59,143

#### Percentage distribution of calls w.r.t. languages:

S.N.	Language	Apr'17	May'17	Jun'17	Jul'17	Aug'17	Sep'17
1	English	5%	5%	5%	6%	4%	5%
2	Hindi	75%	76%	75%	74%	76%	75%
3	Telugu	3%	3%	3%	3%	3%	3%
4	Marathi	2%	2%	2%	3%	3%	4%
5	Kannada	2%	2%	3%	3%	2%	2%
6	Bengali	5%	4%	4%	4%	4%	3%
7	Punjabi	1%	1%	1%	1%	1%	1%
8	Gujrati	1%	1%	1%	1%	<1%	1%
9	Assamese	<1%	<1%	<1%	<1%	<1%	<1%
10	Malyalam	1%	1%	2%	1%	1%	1%
11	Odia	1%	1%	1%	1%	1%	1%
12	Tamil	3%	4%	4%	3%	3%	3%

**Inbound Email volume**

Month	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17
Avg. Number of Emails / Day	2,343	2,510	2,719	3,624	3,798	3,623
Number of Emails / Month	70,287	77,797	81,567	1,12,348	1,17,739	1,08,677

**Chat and Outbound Call Volume** : UIDAI is yet to start chat services and therefore, No historical trend exists wherein outbound calling will be project based and therefore it is not possible to provide any trend on the same.

## SECTION-III : INSTRUCTIONS TO BIDDERS

### PART-I: GENERAL:

<b>1. Definitions</b>	<p>(a) <b>“The Aadhaar Act 2016”</b> shall mean the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the regulations made thereunder.</p> <p>(b) <b>“Bid”</b> means the Financial Proposal consisting of documents as stipulated in this RFP.</p> <p>(c) <b>“Bidder”</b> means any entity that may provide or provides the Services to the Purchaser under the Contract.</p> <p>(d) <b>“Instructions to Bidders” (Section III of the RFP)</b> means the document which provides interested Bidders with all information required to prepare their bids. This document also details out the eligibility criteria and process for the selection of the Service Providers.</p> <p>(e) <b>“CPP Portal”</b> means the Central Public Procurement Portal of Government of India which facilitates all the Central Government Organizations to publish their Tender Enquiries, Corrigendum and Award of Contract details and facilitate e-tendering.</p> <p>(f) <b>“Service Provider”</b> means the Bidder/s that has been selected by the Purchaser for execution of the services</p> <p>(g) <b>“Purchaser”</b> means, <b>“Unique Identification Authority of India” (UIDAI)</b> with which the selected Bidder signs the Contract for the Services.</p> <p>(h) <b>“Scope of Work” (SoW)</b> explains the objectives, scope of work, activities, tasks to be performed and the respective responsibilities of the Purchaser and the Service Provider. A complete elaboration is available in <b>Section IV of the RFP</b>.</p> <p>(i) <b>“Standard Contract”</b> means the <b>Annexure-III</b> of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Service Provider.</p> <p>(j) <b>“CCF’s (Contact Center Firm’s)”</b> means the successful bidder who has to provide services to UIDAI under the scope of this Bid/Contract. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives and approved sub-contractors or other personnel employed or engaged either directly or</p>
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	<p>indirectly by the CCF for the purposes of the Contract.</p> <p>(k) "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>(l) "Contact Center Firm" means the Firm with whom the order has been placed for providing Services as specified in this Bid/Contract and shall be deemed to include the CCF'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>(m) "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>(n) "Sub-Contractor" means any person or persons or firm/company or their legal representatives, successors, assignees to which part of contract has been sublet by the successful bidder after necessary consent of UIDAI.</p>
<p><b>2. Procedure for Submission of online Bids on CPP Portal</b></p>	<p>i) The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificate. The instructions given below are meant to assist the bidders in registering on the CPP Portal, preparing their bids in accordance with the requirements and submitting their bids online on the CPP Portal.</p> <p>ii) More information useful for submitting online bids on the CPP Portal may be obtained at: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p> <p><b>1. Registration</b></p> <p>i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.</p> <p>ii) 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>iii) 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>iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing</p>

key usage) issued by any Certifying Authority recognized by Controller of Certifying Authorities (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

- v) 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 DSC to others which may lead to misuse.
- vi) 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.

## **2. Searching for tender document**

- i) 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.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. 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.
- iii) 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.

## **3. Preparation of bids**

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of 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.
- iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. However, bidder must ensure that the documents submitted are legible.
- iv) 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” or “Other Important Documents” 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.

#### **4. Submission of bids**

- i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to any issues. The system will not permit submission of documents beyond the deadline.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Bidder has to select the payment option as “offline” to pay the tender fee and EMD as applicable and enter details of the instrument.
- iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, so as to reach latest by the last date and time of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard Bill of Quantities (BoQ) format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (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.
- vi) The server time (which is displayed at the top of the tender site 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.
- vii) As per CPP Portal, all the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the Secured Socket Layer 128 bit encryption

	<p>technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. These instructions are available on CPPP website at link <a href="https://eprocure.gov.in">https://eprocure.gov.in</a></p> <p>viii) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message &amp; a bid summary will be displayed with the bid no. and the date &amp; time of submission of the bid with all other relevant details.</p> <p>ix) 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><b>5. Assistance to bidders</b></p> <p>i) Any queries relating to the tender 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 tender.</p> <p>ii) 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 3070 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.</p>
<b>3. General</b>	<p>i) 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>ii) UIDAI will select Service Providers, in accordance with the method of selection as detailed in <b>Part-IV of Section-III "Selection Process"</b>.</p> <p>iii) The detailed scope of the assignment/job has been described in the Scope of Work in <b>Section IV of RFP</b>.</p> <p>iv) The date, time and address for submission of the bid have been given in Data Sheet at <b>Part II of Section-III of RFP</b>.</p> <p>v) Interested Bidders are invited to upload the documents for Pre-Qualification, Technical Bid and Financial Bid, strictly as per <b>Part V of Section III – "Instructions on Bid Preparation and document Checklist"</b>.</p> <p>vi) 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 Contract award, without thereby incurring any liability to the Bidders.</p>
<b>3.1 Only one Bid</b>	<p>i) A Bidder shall upload only one Financial Bid. If a Bidder submits or participates in more than one bid, such bids shall be disqualified.</p>

<b>3.2 Bid Validity</b>	ii) The <b>Part II of Section-III</b> 'Data Sheet' indicates the period for which the Bidders' Bid must remain valid after the submission date.
<b>3.3 Consortium</b>	i) Bids received from Consortiums will not be considered. Subcontracting of any work resulting from the tender is not allowed, except where the RFP explicitly allows for the bidder to enter into a contract with a third party.
<b>3.4 Tenure of Contract</b>	<p>i) The tenure of the Contract shall be as specified in 'Data Sheet' at <b>Part-II of Section-III</b> and mentioned in GC and SC.</p> <p>ii) Extension of the contract: The contract may be extended as specified in 'Data Sheet' at <b>Part-II of Section-III</b>.</p> <p>iii) Termination of the contract: Notwithstanding the allocation of the volume of work during the Contract period and/or tenure of Contract, the UIDAI reserves the right to terminate the contract without prejudice or liability after giving notice as stipulated in <b>GCC and SC</b>.</p>
<b>4. Clarification and Amendment of RFP Document</b>	<p>i) Bidders may request a clarification in the RFP document up to the number of days indicated in 'Data Sheet', before the bid submission date. Any request for clarification must be sent by standard electronic means to the Purchaser's address as indicated in the Data Sheet and Schedule.</p> <p>ii) 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. The addendum/corrigendum issued shall be binding on all Bidders.</p>
<b>5. Preparation of Financial bid</b>	<p>i) The preparation of the Financial Bid as well as all related correspondence exchanged by the Bidders and the Purchaser shall be in English.</p> <p>ii) The Financial Bid shall be prepared using the attached Standard Form as in <b>BOQ (MS Excel format), Annexure-II</b> and <b>Annexure-I</b>. It shall include all costs associated with the Service/Assignment. The financial bid shall not include any conditions attached to it. Any such conditional financial bid shall be summarily rejected.</p> <p>iii) The Financial Proposal/Commercial bid format as in <b>Annexure-II of Section VII</b> is also provided as BOQ_XXXX.xls along with this tender document at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, bid will be rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with UIDAI. In case of discrepancy between the BOQ and <b>Annexure-II</b> of RFP, BOQ will prevail.</p>
<b>6. Taxes</b>	i) The Bidder may be subject to taxes, such as, but not limited to GST, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. Bidders shall mention all such taxes in quoted cost in the financial bid separately as per the format provided.

	<p>ii) 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>iii) The Service Provider shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred on the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever after submission of Bid by the Bidder, the same shall be passed on to the Purchaser or Service Provider respectively. Bidder shall provide the cost of the services and all applicable taxes separately as per the format provided in the RFP.</p>
<b>7. Earnest Money Deposit (EMD)</b>	<p>i) An EMD of the value as specified in the 'Data Sheet' may be deposited in the form of Demand Draft drawn in favour of "Unique Identification Authority of India" payable at New Delhi.</p> <p>ii) EMD in the form of Bank Guarantee will also be accepted from any of the commercial banks. The Bank Guarantee may be addressed to the 'Unique Identification Authority of India, III Floor, Tower – 2, Jeevan Bharti Building, New Delhi – 110 001. The Bank Guarantee should be valid for 45 days beyond bid validity period from the last date of submission of the online bids. <b>The Hard Copy of original instruments in respect of cost of tender document, earnest money, Original Copy of duly signed integrity pact and original copy of affidavits must be delivered at the address as mentioned in Data Sheet (Part II of Section-III of RFP) on or before bid opening date and time as specified. Bid will not be accepted if original payment instrument against the submitted bid are not reached by the specified date and time.</b></p> <p>iii) The Micro and Small Enterprises (MSE) as defined in MSE Procurement Policy of Department of Micro, Small and Medium Enterprises or who are registered with the Central Purchase Organisation, or with the Ministry of Electronics and Information Technology (MeitY), or Startups as recognized by Department of Industrial Policy &amp; Promotion (DIPP) are exempted from submission of EMD. Such Bidders must furnish a valid certificate in this regard along with the bid.</p> <p>iv) Bids not accompanied by EMD shall be rejected as non-responsive.</p> <p>v) No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit.</p> <p>vi) The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder.</p>
<b>7.1 Forfeiture of EMD</b>	<p>The entire EMD shall be forfeited by the Purchaser in the following events:</p> <p>i) If Bidder withdraws its bid during the validity period or any extension agreed by the Bidder thereof.</p> <p>ii) If the Bidder varies or modifies its proposal in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.</p>

	<p>iii) If the Bidder tries to influence the evaluation process.</p> <p>iv) If the Bidder/s selected as 'Service Provider' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).</p>
<b>8. Tender Fees</b>	<p>i) The RFP is available to be downloaded online, free of cost. However at the time of submission of RFP, bidders are required to pay the amount as specified in the 'Data Sheet' in <b>Part II of Section III of RFP</b> towards Bid Fee in the form of a Demand Draft drawn in favour of "Unique Identification Authority of India" and payable at New Delhi.</p> <p>ii) The hard copy of the original instrument in respect of Tender Fee must be delivered at the address as mentioned in Data Sheet (<b>Part II of Section-III of RFP</b>) on or before bid opening date/time as specified therein. The fee thus submitted is Non-Refundable. <b>Bids not accompanied by Tender Fee shall be rejected.</b></p> <p>iii) The Micro and Small Enterprises (MSE) as defined in MSE Procurement Policy of Department of Micro, Small and Medium Enterprises or who are registered with the Central Purchase Organisation, or with the Ministry of Electronics and Information Technology (MeitY) are exempted for submitting the tender fee. The exemption and relaxation in tender fee is subject to validity of their registration on the date of opening of tender. A valid certificate in this regard needs to be uploaded along with bid.</p>
<b>9. Performance Bank Guarantee</b>	<p>i) The selected Bidder shall be required to furnish a Performance Bank Guarantee equivalent to 10% of the assessed project value of the contract for the bidder estimated on the basis of finalized rates, in the form of an unconditional and irrevocable Bank Guarantee from a scheduled commercial bank in India in favor of 'Unique Identification Authority of India' for the entire period of contract with additional 90 days claim period.</p> <p>ii) Empanelled Service provider shall have to submit additional PBG @ of 10 per cent of the cost of the additional allocated volume of work, in case such allocation is required and mutually agreed.</p> <p>iii) Performance Bank Guarantee shall be submitted by the successful bidder within 15 days of notification of Award of contract but before the signing of the contract.</p> <p>iv) The successful bidder has to renew the Bank Guarantee on same terms and conditions for the period of extension of contract including claim period.</p> <p>v) Performance Bank Guarantee would be returned after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract.</p> <p>vi) On submission of this Performance Bank Guarantee and after signing of</p>

	<p>the contract, the demand draft/bank guarantee submitted towards EMD would be returned in original.</p> <p>vii) Non compliance of given clauses by successful bidder shall constitute sufficient grounds for the annulment of award and forfeiture of EMD, in which event UIDAI may award contract to the next lowest evaluated bidder or invite fresh bids.</p>
<b>10. Submission, Receipt and Opening of Bids</b>	<p>i) An authorized representative of the Bidders shall initial/sign all pages of the original Financial Bid before uploading on CPPP website. Original commercial bid shall not contain any interlineations or overwriting before signing and uploading all the pages on CPPP website, except as necessary corrections made by bidders by themselves. The authorization shall be in the form of a written power of attorney or board resolution in the name of the authorized signatory accompanying the technical bid and Financial Bid demonstrating that the representative has been duly authorized to sign.</p> <p>ii) For instructions on bid preparation and checklist of documents required for bid submission please refer <b>Part-V of Section-III</b>.</p> <p>iii) Bids shall be submitted online only at CPPP website: <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> not later than the time and the date indicated in the Data Sheet, or any extension to this date by the purchaser Any bid received by the Purchaser after the deadline for submission shall not be considered</p>
<b>11. Right to Accept/ Reject the Bid</b>	<p>The 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 applicants(s) of the grounds for such decision.</p>
<b>12. Public Opening and Evaluation of Financial Bids</b>	<p>i) Financial bids shall be opened on the date &amp; time specified in the Schedule.</p> <p>ii) The Purchaser reserves the right to correct any computational errors</p> <p>iii) Award of contract to the qualified bidder will be done as per the process defined in <b>Part-IV of section-III</b>.</p>
<b>13. Dis-qualification</b>	<p>1. Purchaser has the sole discretion to disqualify any applicant and at any time during the evaluation of application, if the applicant:</p> <p>i) Submitted the application after the response deadline:</p> <p>ii) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;</p> <p>iii) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying</p>

	<p>completion or financial failures etc. in any project in the preceding three 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 either as a Single Agency/ Prime Agency/ consortium member;</p>
<b>14. Award of Contract</b>	<p>i) The Purchaser shall issue a 'Letter of Award of contract' to the selected Bidders after acceptance of work plan.</p> <p>ii) The Bidders will sign the contract within 15 days of notification of Award of contract.</p> <p>iii) The Bidders are expected to commence the services within 30 days of signing of Contract. In case the winning Bidder(s) fails to start the services within 30 days of signing of contract, then the Purchaser may exercise the right to cancel the award of work to the selected bidder and award to the next lowest bidder or cancel the RFP, as the case may be. This would invite forfeiture of PBG. In exceptional cases UIDAI may grant extension if the delay is due to reason not in control of the Service Provider.</p>
<b>15. Termination of Contract</b>	<p>Notwithstanding the duration of the contract/ allocation of volume of work, the termination of the Contract is subject to the conditions as stipulated in General Conditions of Contract.</p>

**PART-II: DATA SHEET:**

S. No.	Details
I	<b>Name and Details of Purchaser:</b> Chief Executive Officer (CEO), Unique Identification Authority of India 3 <sup>rd</sup> floor, Tower – II, Jeevan Bharti Building. Connaught Place, New Delhi – 110 001
II	<b>The Bid submission address is:</b> “RFP for OPERATING CONTACT CENTER OF UIDAI” Assistant Director General - Logistics & CRM Unique Identification Authority of India 9 <sup>th</sup> Floor, Tower – I, Jeevan Bharti Building. Connaught Circus, New Delhi – 110 001  <i>(The Hard Copy of original instruments in respect of cost of tender document and, earnest money must be delivered to the above address on or before bid opening date/time as per the procedure defined in <b>Part-V of Section-III</b> and as specified in Schedule provided in the Data Sheet.)</i>
III	Bids must remain valid for <b>180 days</b> after the closing date of bid.
IV	<b>Tenure of Contract:</b> The contract shall be in force for <b>3 years</b> as mentioned in <b>SC</b> , subject to adherence to time lines/time frame and as per the terms and conditions of RFP. At the end of every two years of the contract the cost payable for the respective services to the CCF shall be escalated by 10%, which shall be applicable for next two years.
V	<b>Extension of Contract:</b> The contract may be extended by a period of <b>one year</b> plus one year (up to Two years on ‘year on year’ basis or part thereof), subject to satisfactory performance by the Bidder and acceptance of both the parties.  <b>Note:</b> Performance of the service provider shall be considered as "satisfactory" for extension of the contract ONLY if "Total SLA penalty" levied during contract period does not exceed <b>8%</b> of the total contract value executed at the time of consideration of the extension of the contract.
VI	Clarifications may be requested not later than the date defined in the Schedule. Clarifications may be e-mailed (only) to the following address: <a href="mailto:contactcenter@uidai.gov.in">contactcenter@uidai.gov.in</a> (The clarification will be given on the CPP portal only).



	All email must have “Pre Bid queries: RFP for Operating Contact Center of UIDAI” as subject.	
VII	Amount of EMD is <b>Rs. 1.5 Crore (Rs One Crore and Fifty Lakh only)</b> .	
VIII	Tender Fee is <b>Rs.1000/-</b> (Rs. One thousand only).	
IX	Performance Bank Guarantee will be 10% of the cost of estimated volume of work for each bidder.	
X	Method of Selection; <b>Service Provider 1 : L 1 (Discovered Rate)</b> <b>Service Provider 2 : Matching L1</b>	
XI	Component Details: Contact Center Services for UIDAI	
XII	<p><b>Integrity Pact:</b> Bidders are required to submit the pre contract integrity pact duly signed and witnessed as per <b>ANNEXURE X</b> along with the bid in Part I of Packet 1. This will be signed by the authorized signatory of the bidder(s) with Name, Designation and seal of the company.</p> <p>Name, Address and contact number of the Independent External Monitor(s) nominated is as under:</p> <p>(a) Sh. Sadhu Ram Bansal, Ex-CMD, Corporation Bank, 1052, Sanskriti Appartments, Plot No-35, Sector 10, Dwarka, New Delhi (email: sr.bansal123@gmail.com)</p> <p>(b) Sh. P N Vittal Dass, Ex-Member, CBEC, 104, Srivatsa Darshan Appartments, Bharti Park Road 2, Sai Baba Colony, Coimbatore 641011 (email: vital_143@hotmail.com)</p> <p><b>Note:</b> Contents of the Integrity pact shall come into force from the date of uploading of the bid.</p>	
XIII	<b>Schedule for RFP</b>	
S. No.	Activity	Date
1.	Date of issue of the RFP	<b>12.01.2018</b>
2.	Pre-Bid conference	<b>16.01.2018</b> (1500 hrs)
3.	Last date for submission of written Queries	<b>19.01.2018</b> (upto 1700 hrs)
4.	Date for issue of clarifications	<b>29.01.2018</b>
5.	Bid submission Start Date	<b>30.01.2018</b>
6.	Last date for submission of bids	<b>12.02.2018</b> (upto 1100 hrs.)
7.	Opening Technical Bids (along with pre-qualification sheet)	<b>13.02.2018</b> (upto 1500 hrs.)
8.	Opening of Financial bids	Shall be intimated later

## PART-III: ELIGIBILITY CRITERIA

### 1. Pre-Qualification Criteria

Evaluation of Pre-qualification criteria will be as per the information/response provided by the bidders against Pre-qualification criteria along with the relevant supporting documents.

**Important:** Those service providers who do not qualify Pre-Qualification Criteria(S) will not be considered for any further processing and are liable to be rejected.

**TABLE 1. CRITERIA FOR PRE-QUALIFICATION**

1	Name of the Bidder	
2	Mailing address	
3	Telephone and Fax Number	
4	E-mail address	
5	Name and designation of the person authorized to make commitments to UIDAI( <i>Certificate of Authority to be provided</i> )	
6	Year of establishment of firm	
7	Other financial activities of the firm/ company	

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
1.	The Bidder must be a Company registered in India under the Provisions of Companies Act 1956/2013	Copy of the Certificate of Incorporation/ Registration.		
2.	The Bidder must have been in Call Center Operations for at least <b>3</b> years as on <b>31.03.2017</b> . *a	Copies of Certificate & relevant documents like work orders proving experience in call center operations from the concerned clients.		
3.	The Bidder's average annual turnover from Call Centre Voice Operations in India, during the previous three financial years (2014-2015, 2015-2016 & 2016-2017) must be at least <b>Rs. 210 Crore (Rupees Two hundred ten crore only)</b> .	Certified copies of audited financial statements & annual report for the immediately preceding three financial years i.e. 2014-2015, 2015-2016 & 2016-2017.  In case revenues from core Call Center voice operations are not separately mentioned in the financial statement, a Certificate to the effect from the bidder's statutory auditor or Company		

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
		Secretary of the firm is required to be furnished.		
4.	<p>The bidder <b>must</b> have successfully “<b>completed</b>” OR “<b>completed part of the ongoing</b>” call center voice operation project(s) of the following values as on <b>30.11.2017</b>:</p> <ul style="list-style-type: none"> <li>- Atleast one project of value not less than Rs 56 Crore ;</li> <li>OR</li> <li>- Atleast two projects of values not less than Rs 42 Crore each;</li> <li>OR</li> <li>- Atleast three projects of value not less than Rs 28 Crore each ;</li> </ul> <p>*a</p>	<p>“Satisfactory Work Completion” Certificate(s) with date from the client / CA / CS pertaining to the value of work done as on <b>30.11.2017</b>.</p> <p>Also provide client reference(s) detailing Name, Designation, Phone and Email Ids.</p>		
5.	The Bidder should be a profitable organization for at least <b>2</b> years out of the last <b>3</b> years of operations as on <b>31.03.2017</b>	Certificate from CA Firm / Copy of P&L statement and Balance Sheet approved by the Auditor.		
6.	The Bidder or its wholly owned subsidiary providing BPO/Call Center services or the parent company of whom the Bidder is a wholly owned subsidiary providing BPO/Call Center services, must have registered itself with Department of Telecommunication (DoT) as call centers are required to be registered under <b>Other Service Provider (OSP)</b> category.	Copy of DOT certificate/OSP License for the proposed sites.		
7.	The bidder must have filed income tax returns for the three financial years (2014-2015, 2015-2016 & 2016-2017).	Certified copies of the ITRs filed by the entity for the immediately preceding three financial years i.e. 2014-2015, 2015-2016 & 2016-2017.		
8.	The bidder should not be blacklisted or debarred banned from participating or carrying out business with the UIDAI or the	Certificate from the whole-time Company Secretary or Statutory Auditors of the bidder.		

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
	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.			
9.	The bidder must have valid registration for Service Tax, ESI& EPF, GST etc.	Certificate from the whole-time Company Secretary or Statutory Auditors of the bidder.		
10.	The Service Provider must have at least <b>5000</b> agents employed in delivering contact center voice operations as on <b>30-11-2017</b> .	Certificate from the Service Provider's HR head / Company Secretary.		
11.	The Service Provider should have at least <b>500</b> in-bound voice contact center seats operational at a single location in India as on <b>30-11-2017</b> .	Certificate from the Service Provider's IT head / Company Secretary.		
12.	The Service Provider must have demonstrated capability of serving customers in Hindi, English, and at least two of the required vernacular languages - Kannada, Telugu, Tamil, Malayalam, Gujarati, Marathi, Bengali, Odia, Punjabi or Assamese.	Certificate from the Service Provider's Recruitment Head / HR head / Company Secretary.		
13.	The bidder should have following certifications at the time of bid submission: 1. ISO 27001:2013 2. ISO 9001:2008 / COPC 2014 or above	Copy of the certification valid on date of bidding.		

\* **a.** In case the bidder is the result of merger / acquisition / takeover / buy / purchase of business or operations from another entity, at least one of the companies should satisfy the criteria as mentioned in table above.

**Note:** Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the CS/authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

**TABLE 2. TECHNICAL EVALUATION CRITERIA****2. Technical Evaluation Criteria**

<b>Sl. No.</b>	<b>Criteria</b>	<b>Description</b>	<b>Weight-age</b>
I.	Past Experience of the Firm	Evaluation of experience of managing Contact Centers Operations in India.	20
II.	Team Skills Ratio	Evaluation of Service Provider's operational strength in India.	20
III.	Physical and Information Security	Review of Physical and information/data security controls at the site of operation	20
IV.	Presentation of proposal to Evaluation Committee	Presentation of proposal to Evaluation Committee to measure if bidder understands UIDAI's expectation and assessment of the overall approach and the methodologies proposed by bidder for implementation of the project.	40
	<b>Total weight-age</b>		<b>100</b>

**I. PAST EXPERIENCE OF THE FIRM (20 Marks)**

The service providers are required to provide **documentary evidence** of its relevant past experience for the various parameters identified in the table below.

Sl. No.	Past Experience	Score	Maximum Score
1.	Experience in managing (directly/sub-contracting) Call Center operations for inbound/outbound calls within India.		<b>30</b>
	> 3 Govt / PSU / Nationalized Banks / Air carriers (operating in India) / Telecom Service Providers (TSPs) Contact Center Services Experience	30	
	2 to 3 Govt / PSU / Nationalized Banks / Air carriers (operating in India) / Telecom Service Providers (TSPs) Contact Center Services Experience	20	
	1 Govt / PSU / Nationalized Banks / Air carriers (operating in India) / Telecom Service Providers (TSPs) Contact Center Services Experience	10	
2.	Experience in handling inbound/outbound calls in regional languages (except English & Hindi) with a monthly average of <b>4000</b> calls in each regional language.		<b>30</b>
	7 or more.	30	
	Less than 7 but more than or equal to 4.	20	
	Less than 4 but more than or equal to 2.	10	
3.	Number of operational domestic contact center seats across all sites in India		<b>20</b>
	20000 or more	20	
	Less than 20000 but more than or equal to 15000	15	
	Less than 15000 but more than or equal to 10000	10	
	Less than 10000 but more than or equal to 5000	5	
4.	Managing Call Center operations for Client's India operations with over 100 operational seats (for each client)		<b>20</b>
	>6 Clients	20	
	5 to 6 clients	15	
	3 to 4 Clients	10	
<b>Total</b>			<b>100</b>

## II. TEAM SKILLS RATIO (20 Marks)

The service providers are required to provide responses as per the below table which would be used for evaluating the service providers on the strength & Ratios of the skills and experience of existing team with respect to the requirements of this project.

Current Strength of Agents and its ratio for roles (as mentioned in below Table) in bidder's organization with experience on call centre voice operations in India for Govt / PSU / Nationalized Banks / Air carriers (operating in India) / Telecom Service Providers (TSPs) Projects.					
S. No.	Marks ---->>>	10	15	20	Marks Obtained
1	RSE / Sr. RSE	0-500	501-2000	>2001	
2	TL / Supervisor	1 for More than 15 Agents	1 for 15 Agents	1 for Less than 15 Agents	
3	AM	1 for More than 75 Agents	1 for 75 Agents	1 for Less than 75 Agents	
4	QE	1 for More than 30 Agents	1 for 30 Agents	1 for Less than 30 Agents	
5	Trainer	1 for More than 60 Agents	1 for 60 Agents	1 for Less than 60 Agents	
Total (Max: 100)					
Average (Max: 20)					

## III. PHYSICAL AND INFORMATION SECURITY (20 Marks)

Review of Physical and information/data security controls at the site of operation.

The service providers are required to provide the detailed list of information, data and physical security controls that are deployed at the service provider's Contact Center sites (with at least one of the sites being the one that is proposed by the service provider for UIDAI operations).

The service providers are also required to provide a copy of all available data, information and physical security related certifications including DSCI, ISO27001, BS10012, etc.

Some of the prominent security features may include:

- **Physical Security :**
  - Round the clock Security Guards
  - CCTV camera with hours of recording saved / Archived
  - Restricted physical entry (e.g. biometric Access based) in premises entry
  - Employee Verification
- **Data Security**
  - Information security measures like no USB/Mobile access on floor etc

The Service Provider should also give an undertaking of all the Data security measures being followed as per UIDAI Information Security guidelines. Brief about the UIDAI Security Guidelines are included in RFP in **Section IV Part I**.

#### IV. **PRESENTATION OF PROPOSAL TO EVALUATION COMMITTEE (40 Marks)**

All bidders who meet the Pre-Qualification criteria may be invited to make a 30 minute Presentation on their proposal to Evaluation Committee to measure if Service Provider understands UIDAI's expectation and Assessment of the overall approach and the methodologies for implementation of project.

UIDAI will schedule the presentations and intimate the bidders of the time and locations. Failure of a bidder to complete a scheduled presentation may result in the rejection of that Service Provider's proposal.

The presentation must contain the details on the subjects given below.

<b>Presentation Agenda</b>
Introduction to Organization
Proposed Contact Center service and relevant details
Contact Center management and governance approach
Project implementation plan
Internal Review and Quality Control Plan
Training of Staff Plan
Innovation and features beyond proposed requirements

Assessment of the overall approach and the methodologies for implementation of project will be as per below matrix.

<b>Sl. No.</b>	<b>Criteria</b>	<b>Score</b>
1.	Overall implementation methodology	20
2.	Methodology for performing business design.	20
3.	Methodology for quality control	10
4.	Methodology of internal review mechanism of deliverables by the service provider.	10
5.	Existing & Proposed methodology for training of the staff.	20
6.	Innovation and features beyond proposed requirements.	20
<b>Total</b>		<b>100</b>

The Bidder is also required to provide particulars and video(s) for **Two** reference Sites where the bidder is providing services for Contact Center operations in India, preferably for Govt / PSU / Nationalized Banks / Air carriers (operating in India) / Telecom Service Providers (TSPs) contact center services for the following services, and **is proposing as one of the site for UIDAI Services**:

- Inbound call handling
- Outbound call handling

#### **Important:**

- Bidder must submit the presentation and video detailing the facilities (in-line with UIDAI requirements) of the proposed location(s) with the online bid.
- UIDAI reserves the right to visit the same and include the same for evaluation.
- Discrepancy between stated capacity/capabilities and site verification shall result in immediate disqualification.



## PART-IV: SELECTION PROCESS

### 1. EVALUATION OF PROPOSALS: The evaluation of the proposal will be done in 3 parts:

1. **Preliminary Scrutiny:** Each proposal will be scrutinized by a Screening Committee of UIDAI to determine whether the documents have been properly signed, all relevant papers submitted and the proposal is in order. Proposals not conforming to such requirements will be prima facie rejected.
2. **Pre-Qualification:** The minimum qualifying criteria mentioned in **Table-1 of Part-III of Section-III** will need to be met to be considered for technical evaluation.
3. **Technical Evaluation:**
  - a. All bidders who meet the Pre-Qualification criteria, may be invited to make a maximum of 30 minute Presentation, as part of the Technical Evaluation as indicated in **Table-2 at Part-III of Section-III**.
  - b. The bid will be evaluated based on the weightings and parameters detailed in **Table-2 of Part-III of Section-III**. Based on the 'Evaluation Parameters', points shall be awarded and Total Technical Score (TS) computed for each bid. It is mandatory for the Bidders to secure minimum qualifying points of **70** on overall maximum score.
  - c. In order to qualify as 'Technically Qualified Bidder' (TQB), the bidders should have scored a minimum of **70 marks**. Only TQBs with minimum of **70 marks** will be considered for Commercial Evaluation.

### 2. SELECTION OF FIRMS:

1. The Financial Bids of only the 'Technically Qualified Bidders' will be opened to prepare first list of L1, L2 etc.
2. The lowest rate L1, received from a qualified bidder will be treated as the "**Discovered Rate**".
3. Once the L1 bidder is identified, the bidder at L2 will be given first rights to match the L1 rate in order to receive an order for carrying out the services.
4. 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 two most successful bidders emerge, each offering the service at the discovered rate.
5. In the interest of time, the bidders from L2 to the highest will be asked to match the Discovered Rate simultaneously, as per **Annexure IV** or express inability to do so as per **Annexure V of Section VII of this RFP**.
6. In case of a tie:

- A. In case of a tie between 2 bidders at L1 level (Discovered Rate), no further bid will be considered for L2. Bidder with higher technical score shall be treated as L1 and other as L2. Remaining qualifying bidders will be treated as L3 and so forth.
- B. In case of a tie among 3 or more bidders at L1 level, no further bid will be considered for L2. Bidder with highest technical score shall be treated as L1 and next to highest technical scorer shall be considered as L2. Rest shall be considered as L3 and so forth. .
- C. In case of a tie between 2 qualifying bidders at L2 level, Bidder with highest technical score shall be treated as L2.
7. In case only one bidder qualifies after the technical evaluation, UIDAI will have right to select the single qualified bidder or cancel the RFP. In case UIDAI decides to continue with single qualified bidder, the entire call, e-mail and chat volume may be allotted to the single qualified bidder for the contract period or till the new service provider is selected in respect of 40 % call, e-mail and chat volume, as the case UIDAI decides.
8. The UIDAI reserves the right to call for a second bid process to select a total of two firms for execution of the project.
9. Bidder needs to provide their financial bid as per the format provided in the RFP. Financial evaluation shall be conducted on the basis of the unit rate quoted by the respective bidders.

### 3. ALLOCATION OF VOLUME:

Volume allocation of work between two service providers will be as per below table:

Service	L1 (Discovered Rate)	Matching L1
Inbound calls	60%	40%
Emails	100%	0%
Chat Services	100%	0%
Outbound Calling	As and when required, Volumes distribution will be decided by UIDAI based on past/ongoing performance.	

In case, any of the service provider is not able to provide services as per RFP, UIDAI reserves the right to allocate the volume to the existing/other service provider both partially or fully.

In case, the existing service provider(s) is also not able to take up the additional volume of work then UIDAI reserves the right to invite another RFP.

The expected volume to be jointly handled by 2 Service Providers (in ratio as indicated above) for upcoming years' is detailed below:-

	Year 1	Year2	Year3
<b>Expected number of Calls/Month</b>	21,40,943	22,47,991	23,60,390
<b>Expected number of Emails/Month</b>	99,473	1,04,446	1,09,669

Note:

- These are mere projections based on past experience/trend and may vary in actual.
- UIDAI reserves the right to withdraw any services partially or fully with a prior notice of one month.

## PART-V: INSTRUCTIONS ON BID PREPARATION AND DOCUMENTS

### 1. ONLINE BIDS SUBMISSION PROCESS

The bid shall be submitted Online (complete in all respect). It must be uploaded on <https://eprocure.gov.in/eprocure/app> in two packets i.e. Two Bid system (technical bid and commercial bid), and bidder must follow the procedure as detailed in **Part-I of Section III of the RFP (General)**. After opening of commercial bid, Selection of bidders will be done as **L1 (Discovered Rate) and Matching L1**.

1. The bid shall be submitted online, the Signed and Scanned copy of all the required documents as below:
  - a. Packet-1 having 2 parts, viz.
    - Part I – Prequalification sheets (Checklist with Y/N as mentioned in the **Table-1 of Part-III under Section III** + Supporting Documents) + copy of Tender Fee instrument + Copy of EMD+ Copy of duly signed Integrity pact + Copy of list of documents submitted as per **Annexure-XI**
    - Part II - Technical Bid Submission (All the supporting documents as required in **Table-2 of Part-III under Section III** + copy of Presentation + Video)
  - b. Packet-2 having viz.
    - Part I - Financial Bid Submission (Covering letter for financial bid as per **Annexures-I & II of Section VII**)
    - Part II - Schedule of price bid in the form of BOQ\_XXXX.xls
2. All the pages of bid being submitted must be signed by the authorized signatory and sequentially numbered by the bidder irrespective of nature of content of the documents and must contain the list of contents with page numbers before uploading. All the files mentioned above should be in .pdf format except for the BoQ which should be .xls format.
3. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter. Original Instruments for EMD (**as per Bank Guarantee Format in Annexure**) and Demand Draft for Tender Fee must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the Data Sheet (**Part II of Section-III of RFP**)

## 2. FINANCIAL BID FORMS

1. The Bidders shall submit online the Financial Bid Form as given in **Annexure-II** along with covering letter as specified in **Annexure-I**. Financial Bids which are not submitted as per the Financial Bid Forms shall be summarily rejected. Any conditional bids shall also be summarily rejected during the evaluation of the financial bids.
2. The bidder shall quote the unit price which would include “**per unit cost of a connect Minute (including all other applicable charges incidental to the service)**” as per the Scope of Work given in **Section IV**. However the taxes shall be excluded from the cost for the purpose of evaluation. Taxes should be mentioned separately in the financial bid format provided in the RFP.
3. Bidder must quote only one cost. Cost shall be provided up to two decimal places.
4. Bidder shall also separately mention all the statutory taxes, levies, duties etc.. The ‘Cost’ should be exclusive of all taxes, such as, but not limited to GST, duties, fees, levies etc.

## 3. CHECKLIST

S. No.	Category	Detailed description	Compliance (Yes/No)
1.	Pre-Qualification Criteria	Signed and scanned copy of List and Supporting Documents as per <b>Table-1 of Part-III of Section III</b> .  Tender Fee Earnest Money Deposit	
2.	Technical Evaluation Criteria	Signed and scanned copy of List and Supporting Documents as per <b>Table-2 of Part-III of Section III</b> + copy of presentation + video	
3.	Commercial Bid	Commercial bid filled out in the formats as specified in <b>Annexure II</b> (schedule of price bid in the form of BOQ XXX.xls & <b>Annexure I of Section-VII</b> .	

## SECTION-IV : SCOPE OF WORK

### PART-I: DESCRIPTION OF SERVICES

After selection of Service Provider through this RFP process, the Service Provider will be required to deliver the services as per the requirements detailed in this section.

The scope of work that needs to be provided by the successful Service provider can be broadly classified into the following areas:

1. BUSINESS SERVICES
2. INFRASTRUCTURE & TECHNOLOGY
3. RESOURCES ON-BOARDING
4. TRAINING
5. QUALITY ASSURANCE
6. REPORTING AND ANALYTICS

#### 1. BUSINESS SERVICES

The selected Service Provider shall handle all queries and grievances of all UIDAI stakeholders through pre-defined support channels.

All business services shall be provided during the existing operations hours\* i.e. 7 AM – 11 PM (Weekdays), 8 AM – 5 PM (Sundays) & Non- Working on 3 Mandatory National Holidays.

*\* **Note:** - In future UIDAI may decide to alter the operations hours. The same will be notified through official communication two (2) months in Advance. The selected service provider shall extend the operations hours at no extra cost to UIDAI.*

The particulars of the business services that shall be provided by the Selected service provider can be broadly categorized as:

- I. Handling inbound voice calls.
- II. Making outbound voice calls.
- III. Replying inbound E-mails.
- IV. Replying Inbound Chats.
- V. End-to-End Responsibility.

#### I. Inbound voice Calls

The selected service provider shall provide inbound voice call services in the below listed languages\* :-

Sl. No.	Language
1.	Hindi
2.	English
3.	Punjabi
4.	Kannada
5.	Malayalam
6.	Telugu

Sl. No.	Language
7.	Tamil
8.	Gujarati
9.	Marathi
10.	Odia
11.	Bengali
12.	Assamese

Most of the queries / grievances may be resolved by the Resident Support Executives (RSEs) using the information available. For unresolved queries / grievances, the service provider shall forward the cases to the concerned departments within the UIDAI eco-system using proper escalation mechanism using UIDAI's CRM application. The escalation mechanism will be explained in details during the orientation training.

*\* **Note:** - In future UIDAI may decide to include other languages as per the languages in the 8th schedule of Indian Constitution. The same will be notified through official communication two (2) months in Advance. The selected service provider shall provide vernacular language agents of these languages at no extra cost to UIDAI.*

## II. **Outbound Voice Calls**

Outbound call service shall be used to respond to queries / grievances of stakeholders not hitherto resolved earlier or for any specific survey or for pro-actively obtaining feedback on services delivered or any other scenario as decided by UIDAI.

The outbound calls shall also be provided in the same languages as listed above for Inbound voice Calls.

The calls/scenarios that requires outbound dialing, will be explained in details during the orientation training or any later stage during the tenure of the contract.

## III. **Inbound E-mails**

The selected service shall reply to inbound emails received on [help@uidai.gov.in](mailto:help@uidai.gov.in), using UIDAI's CRM email module. Emails shall only be answered in English. Any Non- English emails will be forwarded to concerned regional offices of UIDAI using UIDAI CRM or any other system made available by UIDAI, no cost will be given on such e-mails.

## IV. **Replying Inbound Chats.**

The selected service shall reply to inbound chats received on UIDAI's website, using UIDAI's application. Currently chats shall only be answered in English, however in future other languages may also be introduced.

## V. **End-to-End Responsibility**

The Service Provider shall work jointly with UIDAI to identify problem and queries for which the current Standard Response Template (SRTs) or FAQs do not provide any answers. These may be shared with UIDAI on regular basis and new SRTs or FAQs may be prepared by coordinating with UIDAI. The Service Provider shall also work closely with UIDAI in developing work flow, escalation procedures and reporting mechanism for resolution of queries/grievances through different resolver groups like ROs, Various HQ Divisions, AUAs, Tech Center etc.

A review meeting with Senior Operations member may be called upon from time to time. It is clarified here that UIDAI shall not make any additional payment in respect for any travel made for this purpose.

## 2. INFRASTRUCTURE & TECHNOLOGY

The selected service provider shall provide Contact Center services on an outsourced model i.e. from its premises. Cost of the entire necessary infrastructure such as office space, workstation, soft phone, headsets, connectivity etc. shall be borne by the service provider.

The selected service provider shall provide the required MPLS lines to UIDAI's Main Data Center and UIDAI's Disaster Recovery. UIDAI shall provide access to UIDAI's applications to the selected service provider via MPLS lines from UIDAI's Data Center.

UIDAI DATA CENTER ADDRESSES	
CA Site, No-1, NTI Layout, Rajiv Gandhi Nagar, Tata Nagar Entrance, Kodigehalli, Bangalore - 560092	Plot No.1, Sector M2, IMT, Manesar, Gurgaon, Haryana - 122050

The selected service provider shall be responsible for procurement and deployment of the routers (primary and secondary) at UIDAI's Main DC and DR. The selected service provider shall be responsible for maintenance of the routers placed in UIDAI's DC.

The routers provided by the selected provider must have at least 1 Gigabyte FC multimode port.

All network devices used for UIDAI ecosystem shall be monitored by UIDAI monitoring tool. The same should be supported by the service provider.

The selected service provider shall provide the required space, infrastructure, etc... in its premises to install Media Gateway for outbound dialing.

The following table captures the scope of selected service provider and UIDAI pertaining to the network connectively and access of UIDAI's application:-

Sl. No.		Service provider	UIDAI
1.	Deployment of MPLS Lines * * Expected bandwidth per user will be around 250 kbps for both voice and data packets.	√	Support
2.	Provisioning of Routers Mounting space in DCs	×	√
3.	Mounting of Routers in the provided space	√	Support
4.	Provisioning of power supply to the routers.	×	√
5.	Allocation of IP pool.	×	√
6.	Installation and configuration of Routers	√	×
7.	Testing of end to end network connectivity	√	Support
8.	List of UIDAI's firewall ports to be shared with the service provider.	×	√
9.	Submission of firewall access form to UIDAI	√	×
10.	Approval of firewall access form.	×	√
11.	Opening of Firewall ports at UIDAI end.	×	√
12.	Opening of Firewall ports at Service providers end.	√	×
13.	End to End testing of Connectivity.	√	Support
14.	Installation of UIDAI's Applications on Workstations	√	Support
15.	User List	√	×
16.	Creation of User IDs	×	√
17.	End to End testing of UIDAI's Applications on Workstations	√	Support
18.	Provisioning of required space, infrastructure, etc... to install Media Gateway for outbound dialing.	√	×
19.	Installation of Media Gateway for outbound dialing	Support	√
20.	End to End testing of outbound Dialer	√	√



Details of workstation configuration and other arrangements needed to be provided by the selected service provider is listed below: -

Sl. No.	Component	Description/ Recommended Configuration
1.	Workstation	<p>Processor: - Core 2 Duo 1.8Ghz or higher</p> <p>Memory: - 4-GB RAM or more</p> <p>Display: - Super VGA with a resolution higher than 1024 x 768</p> <p>Operating System :- Windows 7 Enterprise *</p> <p>* The selected service provider will be required to upgrade the system as per UIDAI Application up-gradation. UIDAI will inform the service provider at-least 2 months prior to the up-gradation activity. This upgrade will be supported by the selected service provider at no extra cost to UIDAI.</p>
2.	Softphone	The selected service provider is required to provide Avaya One-X Agent soft phone. The selected service provider has to procure the Avaya One-X Agent licenses in the name of UIDAI (The one-X agent licenses are returnable after the expiry of the contract, the selected service provider will be required to co-ordinate with Avaya for this process) to be installed at both UIDAI's DCs.
3.	Headset	<p>Compatible Headset for 100% workstation, with Y-jacking facility in at-least 25 % of the workstations.</p> <p>Headset quality should be at par with market standards with features like noise reduction etc to ensure high level of service and customer experience.</p>
4.	Video Conferencing Facility	Service Providers shall ensure availability of video conferencing facility at all locations of Services with UIDAI for frequent remote touch base regarding day to day updates, trainings, etc.

**Note:** Service Provider is also expected to keep provision of 1 seat at each site of UIDAI operations for UIDAI resource. In future, UIDAI may decide to deploy a resource at site of operation on temporary or permanent basis during the contract duration.

### 3. RESOURCE ON-BOARDING

UIDAI expects the selected service provider to deploy adequately skilled and trained resources for answering to contacting residents, to provide a consistent and high quality experience along with a high percentage of first time resolution (FTR). To ensure this UIDAI would expect the selected service provider to deploy resources are mentioned below:-

1. Resident Service Executive (RSE)
2. Senior Resident Service Executives (Sr. RSE)
3. Team Managers (TM) / Team Lead (TL)
4. Assistant Managers (AM)
5. Trainers
6. Quality Manager (QM) / Quality Evaluators (QE)
7. IT Security Manager

The selected service provider is required to do the resource planning and resource deployment, while maintaining the minimum qualification as mentioned in the table below:

Resource	Minimum Education	Language Skills	Experience
Resident Service Executive (RSE)	Must be a graduate or Higher in any discipline.	English– Read, Write and speak. Hindi - Speak. Any one vernacular language as mentioned in this section - Speak	Should have at least 6 months experience in a Call Center or telemarketing in the service industry.  Basic computer knowledge; mandatory.
Senior Resident Service Executives (Sr. RSE)	Must be a graduate or Higher in any discipline.	Same as above	Should have at least 12 months experience in a Call Center or telemarketing in the service industry.  Basic computer knowledge; mandatory
Team Managers (TM) / Team Lead (TL)	Must be a graduate or higher in any discipline. Should be trained on COPC (or similar) methodology	Same as above	Should have at least 2 years' experience in a Call Center or telemarketing in the service industry.  Experience in coaching and developing skills of people.

			<p>Should have effective problem solving and decision making skills.</p> <p>Proficient in handling call center tools, like CRM, CMS, etc.</p> <p>Experience of MS dynamics CRM and Avaya product suite; preferred.</p>
Assistant Manager	Must be a graduate or higher in any discipline. Must be certified from NASSCOM (or similar Certification agency)	Same as above	<p>Should have at least 3 years' experience in a Call Center or telemarketing in the service industry.</p> <p>Experience in coaching and developing skills of people.</p> <p>Should have effective problem solving and decision making skills.</p> <p>Proficient in handling call center tools, like CRM, CMS, etc.</p> <p>Experience of MS dynamics CRM and Avaya product suite; Mandatory.</p>
Trainers	Must be a graduate or higher in any discipline. Should be trained on COPC (or similar) methodology	Same as above	<p>Should have at least 3 years' experience in training in the field of soft skills and communications</p> <p>Should have effective problem solving and decision making skills.</p> <p>Proficient in handling call center tools, like CRM, CMS, etc...</p> <p>Experience of MS dynamics CRM and Avaya product suite; preferred.</p>
Quality Manager (QM) / Quality Evaluators (QE)	Must be a Graduate or Equivalent in any discipline.	Same as above	<p>Should have at least 2 years' experience in the field of quality assurance in a BPO industry.</p> <p>Should have effective problem</p>

			solving and decision making skills.
IT Security Manager	Must be a Graduate or Equivalent in any discipline. IT security related course/certification should be preferred	English– Read, Write and speak. Hindi - Speak. Any one vernacular language as mentioned in this section - Speak	Should have at least 3 years' experience in IT Security Management Field. Should have effective problem solving and decision making skills.

**Note:** Relaxation of "**Minimum Education**" requirement may be considered for "RSE" and "Sr. RSE" positions in exceptional scenario on case to case basis. This is applicable for "Regional Languages" Only.

### **RATIO OF STAFF MEMBERS**

The criteria for providing RSEs, Sr. RSEs, TMs, AMs, Trainers, QM, QEs, and is as follows:

1. One (1) Sr. RSE for every one (1) RSE (The RSE should not be reporting to a Sr. RSE; A Sr. RSE should be a better and more experienced executive.)
2. One (1) TM/TL for every 15 RSEs/Sr. RSEs or part thereof.
3. One (1) AM for every 75 RSEs/Sr. RSEs or part thereof.
4. One (1) QM/QE for every 30 RSEs/Sr. RSEs or part thereof.
5. One (1) Trainer for every 60 RSEs/Sr. RSEs or part thereof.

At no time the ratio can be more than the proposed size. E.g. if the contact center has 76 RSE/ Sr. RSE then the selected service provider needs to have 2 Assistant Managers.

There should be a promotional process within RSEs so as to ensure that better candidates are incentivized. E.g. RSE to Sr. RSE, Sr. RSE to TM etc.

Service Provider needs to ensure the optimum no. of resources in the ratio and organization structure as suggested above to ensure smooth CCF operations at no extra cost.

All RSEs/Sr. RSEs will handle all the queries/complaints received at UIDAI Contact Center, however depending upon the requirement from UIDAI's end, the service providers shall have to provide group of skilled RSEs/Sr. RSEs as per UIDAI's requirement, i.e. specialized 'Agent Groups' handling different set of queries/complaints for different categories like Aadhaar Authentication, Financial Inclusion, Enrollment & Updation of Aadhaar, Fraud Management, etc...

All resources involved with UIDAI contact center operations will adhere with UIDAI's security guidelines. The Non-Disclosure Agreement and background check criteria will be shared with the selected service provider.

Service Provider shall keep NDA or Background check records of each employee. UIDAI may seek these records for inspection, anytime during the contract.

## 4. TRAINING

### 4.1 Orientation Training

Post Issuance of LOI to the selected service provider, UIDAI will conduct an orientation workshop either at UIDAI's premises or service provider's site as decided by UIDAI to provide process training related to Aadhaar and UIDAI's CRM tool. The training will be primarily on a Train the Trainer basis but all the key resources identified as per **ANNEXURE VIII** is required to be present during this orientation; the service providers are free to include other members associated with Aadhaar process in the workshop. Below is the tentative agenda of the training: -

Topics
Introduction to Aadhaar/UIDAI
Enrollment and update of Aadhaar
Aadhaar Letter
Direct Benefit Transfer (DBT)
Fraud Management System (FMS)
Authentication of Aadhaar
CRM Related Application(s)/Tool(s)
UIDAI Information Security

It is expected that Service Provider will approach UIDAI for confirming resource availability and Scheduling this training timely, post LOI, to commence the services as per RFP guidelines.

The orientation workshop will help the selected service provider for smooth roll out of the initial batches.

UIDAI may share first version of training module with Service provider during/after orientation training.

Thereafter, based on the workshop, UIDAI Training Module and Service Provider's internal requirements, the selected service provider is expected to develop a training module & a test process for on-boarding of future resources and submit the same to UIDAI for review and approval within one calendar month of go-live date. UIDAI will review and approve the training module and the test process. In case of any changes suggested by UIDAI, changes shall be incorporated and submitted to UIDAI within 15 days from the date of suggestion. It should be revised and submitted for approval every quarter.

UIDAI is a dynamic organization and Standard Response templates (SRTs) may require to be changed very frequently which will be communicated to Service provider on need basis. Subsequently, Service provider shall update the training modules and impart internal trainings to Agents on the floor.

## 4.2 Resource Training

The selected service provider shall be responsible for conducting Aadhaar specific resource on-boarding training. This training shall include training of UIDAI's Applications/tools, basic call handling skills, Aadhaar specific knowledge & services, soft skills, etc.

The selected service provider is also expected to evaluate each trainee's performance through appropriate test process as approved by UIDAI. The resources clearing the training evaluation test shall be forwarded for on-job training. The period for on-boarding training should be at least 5 working days. The selected service provider is required to maintain the results and evidences of training evaluation test and evidences for attending training for each trainee and make them available to UIDAI or third party auditors as and when requested by UIDAI. At no time, any resource not clearing the evaluation test should be deployed to the UIDAI's project.

## 4.3 On-Job Training

The selected service provider shall also be responsible for providing on-job training to resources qualifying the training evaluation test. The methodology used for on-job training may include call y-jacking, shadow resource, continuous monitoring, call audits and feedback etc. The period for on-job training for each resource should be of at least 5 days post clearing the training evaluation test. During the on-job training it is mandatory that the RSEs/Sr. RSEs are required to handle live calls at least for 2 hours every day.

## 4.4 Re-Fresher Training

As and when new process updates are available, UIDAI may conduct re-fresher trainings for the selected service provider. The said trainings may happen at UIDAI's premises or service provider's site as decided by UIDAI to conduct the training. The re-fresher training will be on a Train the Trainer basis.

If the training is organized at any one of UIDAI's offices, the trainers from the selected service provider is required to travel to that location. UIDAI will try to intimate the service provider at least 7 days prior to training date, for necessary travel arrangements; however the selected service provider may also be prepared for immediate attendance to the re-fresher training program announced by UIDAI.

It is clarified here that UIDAI shall not make any additional payment in respect for any travel made for this purpose.

As and when new process updates are available, all RSEs and Sr. RSEs are required to mandatorily complete the re-fresher training course within a weeks' time. Service provider shall provide an undertaking to UIDAI post completion of training of all RSEs/Resources.

The training module & the test process should be updated by Service provider's training team based on the knowledge imparted by UIDAI during re-fresher course(s) and a copy of updated training material and test sheets shall be shared with UIDAI.

## 5. QUALITY ASSURANCE

The selected service provider is expected to deploy dedicated quality assurance team for entire duration of the contract. The quality assurance team should be independent of the operations and training team. The quality assurance team should have the facility of remote screen viewing of agent workstations and remote call listening. The quality assurance team is responsible for the following, but not limited to: -

- a) Ensuring that the resources deployed are in confirmation to minimum qualification set out in 'RESOURCE ON-BOARDING' in this section.
- b) Monitoring at-least **50%** calls of all the RSEs/ Sr. RSEs during on-job training.
- c) Monitoring the performance of RSEs and Sr. RSEs on the basis of UIDAI provided Quality Template by reviewing at-least 30 calls or 30 emails (in case of email agents) or 30 Chats (in case of chat agents) per RSE/Sr. RSE per month.
- d) Providing feedback and executing Continuous Improvement Plan (CIP) in order to exceed the target service levels & KPIs mentioned in this RFP.
- e) Performing root cause analysis for repeated failure in service delivery and sharing the report for the same with UIDAI.
- f) Providing help in enhancing the existing training modules, frequently asked questions, etc. that help improve in-house operations as well as provide analysis for UIDAI Eco-system partners.
- g) The Quality template having specific quality parameters will be shared with the selected service provider only.

## 6. REPORTING AND ANALYTICS

The selected service provider shall provide a Reporting/Analytics team to prepare performance dashboard of the Aadhaar Operations, this shall include (but not limited to) all KPI & SLA parameters mentioned in this RFP. This reporting/MIS team may or may not be dedicatedly assigned for Aadhaar operations.

The first cut of the performance dashboard shall be prepared and submitted to UIDAI for review and approval within 15 calendar days from the date of go-live. The first cut of the performance dashboard shall contain all the operational SLAs and KPIs mentioned in this RFP.

UIDAI shall provide the feedback and suggestions within 1 month of submission of the performance dashboard.

The performance dashboard should be finalized within 60 days from the date of go-live as per UIDAI's feedback and expectations.

In addition, this team should also be capable of generating Adhoc/customized reports/ MIS as per UIDAI's requirement.

The report format shall be flexible and shall be made available either in excel, pdf, txt or any other user-friendly structure/format on the request of UIDAI from time to time. The report should be configurable to be e-mailed to a defined mailing list.

## 7. INFORMATION SECURITY GUIDELINES

Information security guidelines applicable to Service Providers as outlined in the UIDAI Information Security Policy Document shall apply to all the services as provided by Service Provider for operations of Contact Center for UIDAI. Selected Service Providers shall ensure the confidentiality, integrity and availability of UIDAI related data and services. The Information Security directives applicable to these Service Provider have been categorised as below.

- i. Human Resources
- ii. Asset Management
- iii. Access Control
- iv. Password Policy
- v. Cryptography
- vi. Physical and Environmental Security
- vii. Operations Security
- viii. Communications Security
- ix. Information Security Incident Management
- x. Compliance
- xi. Change Management

### 7.1 Security Requirements for Contact Center

As part of this contract between UIDAI and Contact center, Contact center is required to address basic security hygiene in its infrastructure to ensure confidentiality, integrity and availability of AADHAAR related data processed by the contact center and other confidential information of UIDAI.

The contact center shall take all reasonable measures to ensure the confidentiality, integrity and availability of resident and UIDAI information available with the contact center. This includes having appropriate governance structure, policies, procedures etc. to ensure that Information security is maintained at all times by the Contact center.

Minimum Information security requirements are detailed below:

1. The contact center shall comply to the Information security policy of UIDAI for Contact centers. Contact center may obtain the latest policy from UIDAI through a written request.
2. The contact center shall comply to any other Information security requirements of UIDAI which may be shared with Contact center from time to time.
3. All assets used by Contact Center (business applications such as Avaya IP Phone- One X, operating systems, databases, network etc.) for the purpose of delivering services to UIDAI shall be identified, labeled and classified.
4. Periodic reconciliation of assets shall be performed.
5. List of authorized personnel having access to UIDAI resources shall be maintained, updated and shared with UIDAI on a quarterly basis
6. Only authorized individuals shall be provided access to information assets processing UIDAI information such as CRM, other applications, call recordings etc.



7. Contact center facility or area used for calling or taking calls from residents (pertaining to AADHAAR project) shall be restricted with electronic access control and access shall be provided on need basis and least privilege based on approval
8. Periodic reconciliation of various access (logical and physical) shall be performed by Contact center
9. Agency shall conduct background checks for its entire staff working in the Aadhaar project through an agency. Background checks should cover atleast the following - education, criminal record, employment history etc. Agency shall maintain the results and share with UIDAI (if required by UIDAI)
10. All staff shall sign a confidentiality agreement. The format of the agreement may be decided by UIDAI
11. Periodic Information security training shall be provided to all the staff members. This must cover various security requirements of UIDAI including the Aadhaar Act 2016.
12. Secure connectivity shall be established between contact center and CIDR
13. All systems including desktops, laptops, servers, network devices etc. used for providing services to Aadhaar shall be hardened as per the industry best practices such as CIS Benchmarks.
14. Only licensed IP phones shall be installed in the contact center infrastructure
15. Contact center service provider shall ensure that latest patches are installed on all the information assets. The patch management process shall be defined and documented by service provider.
16. Anti-virus software must be installed on all systems used to provide services to AADHAAR. Virus definitions shall be updated on a daily basis from the Anti-virus server and daily scans shall be run on the systems.
17. Security policies such as strong password, password history, password expiry, system login timeout, no admin access, screensaver etc. shall be applied as per UIDAI policy and specifications issued from time to time. Active Directory or similar system shall be used to automatically enforce security policy on all systems.
18. Network, operating system, database, application, configuration reviews and other information security assessment shall be carried out annually and/or during a significant change in the Contact Center ecosystem by an independent third party and results will be shared with UIDAI;
19. Call logs of the critical user-activities, exceptions and security events shall be enabled and stored to assist in future investigations and access control monitoring;
20. Call barge in facility shall be disabled by default on all phones. Only specific phones that may require barge in facility for quality monitoring purposes shall have call barge in facility enabled only after business and risk team approvals
21. Identity Information shall not be stored on workstation and in case if it is required then contact center service provider shall ensure that the identity information is encrypted using strong cryptography controls.
22. Call recordings with resident identity information shall be encrypted;
23. End to end security testing of the Aadhaar related applications used by the contact center shall be provisioned by Contact center Service Provider. The testing results shall be shared with UIDAI annually or on need basis.
24. The Contact Centre SP shall get its operations audited by an information systems auditor certified by a recognised body under the Information Technology Act, 2000 and furnish certified audit reports to the Authority, upon request or at time periods specified by the Authority.
25. UIDAI shall reserve right to audit systems and processes of the contact center 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 Contact Centre;

26. If any non-compliance is found as a result of the audit, the contact center 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.

27. Contact Center and their partners shall ensure compliance to all the relevant laws, rules and regulations, including, but not limited to, ISO27001: 2013, Aadhaar Act 2016, Aadhaar Regulations 2016, Information Technology Act 2000 and 2008 amendments and other prevailing laws.

28. Contact center Agents shall ask minimum data, relevant to Contact center operation from residents. Agents must not collect any information from the resident which is not relevant to the operations. Agents must be aware of information that need to be asked from resident depending on the various call types.

The contact center service provider facility, infrastructure and ecosystem shall be subjected to the requirements under the information security policy of UIDAI.

The broad guidelines have been included in para 7 and 7.1 above of this Section and detailed guidelines will be shared with the selected bidders for compliance.

## SECTION-V : SERVICE LEVEL AGREEMENTS, KPIs, WAIVER AND COMPENSATIONS

### PART-I: SERVICE LEVEL AGREEMENTS (SLAs)

Service Level Agreement is to clearly define the levels of service which shall be provided by the selected Service Provider to UIDAI.

The SLAs mentioned in this section makes explicit the expectations that UIDAI has for performance, from the selected service provider. Helps UIDAI control the deliverables, agreed levels and performance of Service Provider.

#### Important points:

- a) The Purchaser or its designated officials may initiate an interim review to check the performance and the obligations of the Service Provider and, in case desired, review and revise the SLA. The Purchaser reserves the right to revisit the SLAs at a later date based on the learning from past experience and stabilization of operations. The Purchaser also reserves the right to waive or relax part or whole of SLA applicable for the duration or to the specific Service Provider.
- b) The Purchaser or its designated officials or designated third party shall have the right to conduct quality, IS(Information Security), process and overall audit of the Service Provider facilities, at any point of time, in respect of SLA or any other parameters at any time without prior notice.
- c) UIDAI shall define the SLA measurement methodology based on which the Service Provider shall submit reports on the SLA defined in this Section to the Purchaser in the specified formats within 15 days of completion of each SLA month along with invoice of the month. The Purchaser may ask the Service Provider to provide clarifications on these reports as well as the measurement tools and processes utilized by the Service Provider for reporting. The Purchaser should have full access to check the status/report at any time. The Service Provider shall extend full cooperation for conducting such audits. If Service provider fails to submit the SLA reports in time then UIDAI reserve the right to generate the same, which would be binding on the Service Provider.

Total SLA penalty applicable shall be capped at **10%** of the contract value. In case, the SLA penalty levied on any service provider exceeds **10%** of the invoice value for 3 consecutive months, UIDAI shall have the discretion of terminating the contract and getting the work done by any other agency.

**SERVICE LEVEL AGREEMENT (SLA) PARAMETERS**

The Selected Service Provider shall agree to the following service level agreement (SLA) parameters while providing contact center services to UIDAI's stakeholders. These SLAs shall be tracked on a periodic basis and are envisaged to have penalty and or liquidation damage clauses on non-adherence to any of them.

The SLA parameters are divided into 2 (two) types: -

1. One-Time SLA Parameters
2. Operational SLA Parameters

**SERVICE LEVEL AGREEMENT APPLICABILITY**

The One-Time SLA parameters noted below in the Service Level Agreement will start to be applicable from the effective date of contract and operational SLA parameters after the completion of 90 calendar days from the date of go-live. Any holidays in between the 90 days period will be counted as part of the 90 days.

**For example: -**

If Date of Go-live: - 1st January 2017

Then, 90 days "No" SLA period: 1st January 2017 – 31st March 2017 = 90 Calendar days.

Therefore, SLA Applicable from date: -1st April 2017

**1. ONE TIME SLA PARAMETERS**

Sl. No.	Deliverable	Definition	Measurement Criteria	Timeline	Penalty
1.	Commencement of services	Commence the service as per the scope of work of RFP	Within 30 days from the date of signing the contract between the Purchaser and the Service Provider	Within 30 days (including 30 <sup>th</sup> Day) from the date of signing the contract between the Purchaser and the Service Provider	Nil
				Delay of every 1 day from 30 <sup>th</sup> day from the date of signing the contract between the Purchaser and the Service Provider	Rupees 30,000 per day of delay. Capped at maximum of Rupees 15 Lakh.
2.	First cut Submission of performance dashboard	The first cut of the performance dashboard shall be prepared and submitted to UIDAI for review and feedback.	The first cut of the performance dashboard shall contain all the operational SLAs and KPIs mentioned in this RFP with at least 10 days of operational data. The performance dashboard should be in MS excel.	Within 15 calendar days (including the 15 <sup>th</sup> day) from the date of go-live	Nil
				> 15 calendar days from the date of go-live.	Rupees 10,000 per day of delay. No Maximum Cap.
3.	Final Submission of performance dashboard	Final performance dashboard with due incorporation of any changes suggested by UIDAI.	Final performance dashboard with due incorporation of any changes suggested by UIDAI.	Within 60 calendar days (including the 60 <sup>th</sup> day) from the date of suggestions received from UIDAI.	Nil

				>60 calendar days (including the 60 <sup>th</sup> day) from the date of suggestions received from UIDAI.	Rupees 10,000 per day of delay.  No Maximum Cap.
4.	Submission of training module & test process	As defined in the “training” section basis on the workshop arranged by UIDAI, the selected service provider is expected to develop a training module & a test process for on-boarding of future resources and submit the same to UIDAI for review and approval.	The training module & test process should cover all the aspects of Aadhaar process covered during the workshop.	Within 30 calendar days (including the 30th day) from the date of go-live.	Nil
				> 30 calendar days (including the 30th day) from the date of go-live.	Rupees 10,000 per day of delay.  No Maximum Cap.
5.	Final submission of training module & test process.	Final training module & test process with due incorporation of any changes suggested by UIDAI.	Final training module & test process with due incorporation of any changes suggested by UIDAI.	Within 15 calendar days (including the 15 <sup>th</sup> day) from the date of suggestions received from UIDAI.	Nil
				> 15 calendar days (including the 15 <sup>th</sup> day) from the date of suggestions received from UIDAI.	Rupees 10,000 per day of delay.  No Maximum Cap.

## 2. OPERATIONAL SLA PARAMETERS

### 2.1 Network Uptime (Uninterrupted Connectivity to UIDAI's DC)

**Applicability:** - MPLS connectivity to UIDAI's Data Center.

**Definition:** - Network uptime represents the percentage of time that the network is successfully operational. Uptime is calculated on the respective day's operations hours i.e. 7 AM – 11 PM (Weekdays), 8 AM – 5 PM (Sundays) excluding Non- Working on 3 National Holidays.

**Formula:** -  $(\text{Total uptime in minutes} \times 100 / \text{Total minutes of operations in a month})$

**Example:** - If the system was down for 2 hours in the month of January 2017, Uptime will be calculated as  $\{[(27120 - 120) / 27120] \times 100\} = 99.56\%$ . **(Refer Annexure IX).**

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	$\geq 99.5\%$	Nil
		$\geq 98.7\%$ but $< 99.5\%$	1.0% of monthly billed value
		$\geq 97\%$ but $< 98.7\%$	3.0% of monthly billed value
		$\geq 95\%$ but $< 97\%$	5.0 % of monthly billed value
		$< 95\%$	10% of monthly billed value

### 2.2 Service Level % (SL %)

**Applicability:** - Inbound voice calls.

**Definition:** - This is the percentage of calls that are answered by the contact center operators within a specified time period.

**Formula:** -  $(\text{Calls Answered within a threshold of 20 seconds across all languages} \times 100 / (\text{Total Calls offered across all languages} - \text{Abandoned calls with less than or equal to 10 seconds queue time across all languages}))$

Where, **Total Calls offered** means the sum of ACD calls and Abandoned Calls.

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	$\geq 80\%$	Nil
		$\geq 75\%$ and $< 80\%$	1% of monthly billed value
		$\geq 70\%$ and $< 75\%$	2% of monthly billed value
		$< 70\%$	5% of monthly billed value

## 2.3 Call Abandoned Rate

**Applicability:** - Inbound voice calls.

**Definition:** - The % of inbound voice calls that requested for a RSE but got disconnected before being answered by the RSE. (Only calls that get disconnected after 10 seconds after being transferred from IVRS to ACD queue will be considered for computation of this SLA).

**Formula:** - - (Total Abandoned calls across all languages – Abandoned calls with less than or equal to 10 seconds queue time across all languages.)\*100/ (Total Calls Offered across all languages - Abandoned calls with less than or equal to 10 seconds queue time across all languages.).

Where, **Total Calls offered** means the sum of ACD calls and Abandoned Calls.

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	<=3%	Nil
		>3% and <=5%	1% of monthly billed value
		>5% and <=10%	2% of monthly billed value
		> 10%	5% of monthly billed value

## 2.4 Quality Score

**Applicability:** -All Channels.

**Definition:** - Quality audit score is a method of scoring RSE/Sr. RSE's interactions (across channels) against predefined parameters to ensure that the RSEs/Sr. RSEs are adhering to the quality standards defined by UIDAI.

Final Quality Score for a month will be the weighted Average of quality score of individual channels handled by the service provider in invoice month.

At-least 30 interactions per channel (call/email/chat) per Agent must be evaluated every month. (**Exception:** In-case less than 30 interactions is available in system, all interaction for that channel for the agent should be evaluated)

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	> 85%	Nil
		>80% to <=85%	1% of monthly billed value
		>75% to <=80%	2% of monthly billed value
		< =75%	5% of monthly billed value

**Note:** The quality Score Template(s) defining channel specific parameters will be shared with selected Service provider by UIDAI.

The Quality Score measured by Service Provider should be in line with Quality Score measured by UIDAI Team / Auditor appointed by UIDAI. In-case of variance beyond 10%, UIDAI reserves the right to re-audit and UIDAI's Scores will be final and binding to CCF.



## 2.5 Resident Satisfaction

**Definition:** This is the measure of resident's satisfaction with the way their query/complaint has been handled by the RSE/Sr. RSE. The Service Provider shall be responsible for maintaining a minimum level of resident satisfaction based on the criteria defined by UIDAI. The satisfaction level of residents shall be collected on a five pointer scale 1 to 5 (Incase, questions asked have just 2 or 3 levels, these shall be mapped to 5 levels as per mapping presented below.)

**Note:** Naming of levels against each level shall be decided by UIDAI.

Tentative Mapping is as follows:

Level	Example 1 (5 Level)	Example 2 (5 Level)	Example 3 (3 Level)	Example 4 (2 Level)
5	Very satisfied	Excellent	Satisfied	YES
4	Satisfied	Very Good		
3	Average	Good	Average	NO
2	Dissatisfied	Bad	Dissatisfied	
1	Very Dissatisfied	Very Bad		

**Formula:**  $\text{Sum of (level 5 and level 4 OR Equivalent Mapping)} \times 100 / \text{Total number of "Completed" surveys (or feedback)}$

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	$\geq 85\%$	Nil
		$\geq 80\%$ but $< 85\%$	1% of the monthly bill value
		$\geq 75\%$ but $< 80\%$	2% of the monthly bill value
		$< 75\%$	5% of the monthly bill value

**Important:** At-least 1 % of voice interactions should be transferred to IVRS feedback by Service Provider in a month, else a lumpsum penalty of 2% of the monthly bill value shall be imposed on Service provider apart from actual penalty slab for transferred calls based on above formula.

**If “completed feedback/surveys” fall short of 20% of total transferred calls by agent, than UIDAI may use its discretion to consider or not consider this SLA for the invoice month on case to case basis.**

*Note: - Recording of calls being transfer to IVRS for feedback may or may not be available for future listening.*

## 2.6 Average Handle Time (AHT)

**Applicability:** -Voice Calls.

**Definition:** -It is the average amount of time a RSE spends either talking on a call or average amount of time a RSE places a call on hold or average amount of time spend on after call work in relation to an inbound call.

**Formula:** - -

For Inbound calls: -

$$[(\text{Sum of Talk Time} + \text{Sum of Hold Time} + \text{Sum of Wrap Time}) / \text{Sum of calls handled}]$$
 across all languages.

**Note:** *Wrap Time for Each Inbound call be 5 Secs.*

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	$\leq 240$ seconds	Nil
		$> 240$ seconds $\leq 270$ seconds	2% of monthly billed value.
		$> 270$ seconds $\leq 300$ seconds	3% of monthly billed value.
		$> 300$ seconds	5% of monthly billed value.

For outbound calls: -

*Acceptable AHT Levels for outbound calling will be defined on project to project basis.*

## 2.7 Agent Productivity

**Definition:** -This is defined as the percentage of time a RSE/Sr. RSE is productive for Aadhaar process against the total duration he/she is connected using his/her login ID to UIDAI's Automatic Call Distribution (ACD) system in any mode pre-defined in UIDAI's Automatic Call Distribution (ACD) system.

**Formula:** - -

$$\left[ \frac{\{(\text{Talk Time} + \text{Hold Time} + \text{After Call Work Time} + \text{Available Time} + \text{Other productive Auxiliary Time}) - \text{nonproductive Auxiliary Time}\} \times 100}{\text{Total Staffed Time}} \right]$$

Where,

Talk Time: - Length of time spent by a RSE/Sr. RSE talking to an inbound call or outbound call.

Hold Time: - Length of time spent by a RSE/Sr. RSE with an inbound or \outbound call on hold.

After Call Work Time: - Length of time spent by a RSE/Sr. RSE in ACW mode.

Available Time: - Length of time spent by a RSE/Sr. RSE in available mode waiting for calls from split/skill.

Other productive Auxiliary time: - Length of time spent by a RSE/Sr. RSE on productive Auxiliary time on UIDAI's ACD system.

Non Productive Aux Time : - Length of time spent by a RSE/Sr. RSE on nonproductive Auxiliary time on UIDAI's ACD system.

**Productive Auxiliary time is: -**

On-Job training  
Quality Feedback  
E-mail Support  
Briefing  
Re-Fresher Training  
Outbound

**Note:** Any Time other than “**Productive Auxiliary time**” shall be considered as **Non- Productive Auxiliary time**.

Staffed Time: - Length of time spent by a RSE/Sr. RSE connected using his/her login ID to UIDAI's Automatic Call Distribution (ACD) system in any mode pre-defined in UIDAI's Automatic Call Distribution (ACD) system

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	>= 85%	Nil
		>=80% but <85%	1% of monthly billed value
		>=75% but <80%	2% of monthly billed value
		< 75%	5% of monthly billed value

## 2.8 Average Response Time (Emails)

**Applicability:** -E-mail Interactions.

**Definition:** -The average response time for an email is a measurement of the number of hours it takes to provide a response/attend to an email-based inquiry.

**Formula:** Sum of Response Times / Total Number of Emails Responded

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	<=12 Hours	Nil
		>12 Hours <= 18 Hours	2% of monthly billed value.
		>18 Hours <= 24 Hours	3% of monthly billed value.
		>24 Hours	5% of monthly billed value.

**Note:** For Email(s) Pending for reply by Service Provider at the "end of month +24 hours", a lumpsum Penalty in addition to above Parameter will be calculated and levied on invoice month. Formula used to calculate Amount will be as follows:

$$=(\text{No of pending emails at end of Invoice Month}) * (\text{Discovered Rate per Email}) * 100$$

## 2.9 Count of Incorrect Responses

**Applicability:** All Channels

**Definition:** -To measure number of incorrect responses by service provider.

**Formula:** Count of incorrect responses by service provider across channels identified by means of UIDAI quality audit OR reported by any other mechanism like RTI, Escalation etc.

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	Zero (0)	Nil
		For every count of incorrect response	$500 \times \text{"Discovered Cost"} \times \text{Number of such interactions}$

## 2.10 Quality of Service (QoS)

**Applicability:** All Channels.

**Definition:** Quality of service (QoS) is the overall performance of UIDAI Call Center, particularly the performance experienced by the residents. This refers to the calls/e-mails/chats audited by UIDAI or an independent third party auditor.

The QoS shall be measured on a five pointer scale 1 to 5 (Incase, questions asked have just 2 or 3 levels, these shall be mapped to 5 levels as per mapping presented below)

**Note:** Naming of levels against each level shall be decided by UIDAI.

Tentative Mapping is as follows:

Level	Example 1 (5 Level)	Example 2 (5 Level)	Example 3 (3 Level)	Example 4 (2 Level)
5	Very satisfied	Excellent	Satisfied	YES
4	Satisfied	Very Good		
3	Average	Good	Average	NO
2	Dissatisfied	Bad	Dissatisfied	
1	Very Dissatisfied	Very Bad		

**Formula:**

Sum of (level 5 and level 4 OR Equivalent Mapping)\*100/ Total number of "Completed" surveys (or feedback or assessment)

Measurement Interval	Reporting period	Target Score	Penalty
Audit Period as defined by UIDAI	Audit Period as defined by UIDAI	> = 80%	NIL
		<80%	2% of the billing value for period covered under audit

### 2.11 Average Hold Time

**Applicability:** Inbound Voice calls.

**Definition:** This is measured as the average time a call was put on hold by the RSE/Sr. RSE.

**Formula:**

Total Hold Time/ Total Calls Handled

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	<=20 seconds	Nil
		>20 seconds <= 30 seconds	1% of monthly billed amount.
		>30 seconds <= 40 seconds	2% of monthly billed amount.
		>40 seconds	5% of monthly billed amount.

### 2.12 Average Update Time

**Applicability:** Outbound Voice calls.

**Definition:** This is measured as the average time taken by a RSE/Sr. RSE to update the transaction after the line has been released by agent.

**Formula:** Total Update Time/ Total Calls Handled

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	<=15seconds	Nil
		>15 seconds <= 25 seconds	1% of monthly billed amount.
		>25 seconds <= 35 seconds	2% of monthly billed amount.
		>35 seconds	5% of monthly billed amount.

## PART-II: KEY PERFORMANCE INDICATORS (KPIs)

Similar to SLAs defined in the above section, there are other critical performance parameters that shall be tracked on a regular basis to evaluate the contact center's performance. UIDAI reserves the right to include any of these KPIs as part of the SLAs from a future date in consultation with the Service Provider.

Unlike SLAs, these KPI's shall not be linked to commercial penalties, but the Service Provider is expected to maintain/measure and ensure that its performance on these parameters is acceptable. If the Service Provider fails to meet these expectations consecutively for 3 months, UIDAI shall link these KPIs to commercial penalties. Exception may be considered on case to case basis.

### 3. KPI PARAMETERS

#### 3.1 Interactions Record Percentage

**Applicability:** All Channels.

**Definition:** To measure percentage of interactions across channels recorded in UIDAI's CRM system.

**Formula:**

Number of cases created or modified in UIDAI's CRM system\*100/Number of Interactions

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	>= 60%	Nil
		>=55% but <60%	1% of monthly billed value
		>=50% but <55%	2% of monthly billed value.
		< 50%	5% of monthly billed value.

#### 3.2 Resident Satisfaction Index (RSI)

**Applicability:** All Channels.

**Definition:** Resident Satisfaction Index (RSI) represents the Resident satisfaction levels with respect to Contact Centre Services of Service Provider.

Service provider will be required to perform an "Outbound Calling" based completed customer satisfaction survey of at-least **2000** residents per month. The sample size can be changed during the contract with one month prior notice to the service provider.

The RSI shall be measured on a five pointer scale 1 to 5 (Incase, questions asked have just 2 or 3 levels, these shall be mapped to 5 levels as per mapping presented below).

**Note:** Questions and Naming of levels against each level shall be decided by UIDAI.

Tentative Mapping is as follows:

Level	Example 1 (5 Level)	Example 2 (5 Level)	Example 3 (3 Level)	Example 4 (2 Level)
5	Very satisfied	Excellent	Satisfied	YES
4	Satisfied	Very Good		
3	Average	Good	Average	NO
2	Dissatisfied	Bad	Dissatisfied	
1	Very Dissatisfied	Very Bad		

**Formula:** Sum of (level 5 and level 4 OR Equivalent Mapping)\*100/ Total number of "Completed" surveys (or feedback or assessment)

Measurement Interval	Reporting period	Target Score	Penalty
Daily	Monthly	> = 80%	NIL
		<80%	2% of the billed value for the invoice Month

## PART-III: PROJECTIONS & COMPENSATIONS

### 1. PROJECTIONS

Volume projections will be derived as per illustration below:-

The projections of the upcoming month will be on the basis of calls/e-mails/chats trends of the previous 2 months. The same should be calculated on 16<sup>th</sup> day of every month to determine a 45 days advance forecast.

**For Example: -**

Calls received for the period 16<sup>th</sup> of March 2017 – 15<sup>th</sup> of May 2017 = 1,00,000.

Call Projections for July 2017 = (1,00,000)/2 = 50,000

The same process should be followed for e-mails and chats.

**Note:** In the event of unforeseen circumstances, UIDAI reserves the right to revise the projections by giving 1 month prior notice, which will supersede the projections as calculated using above method.

**VARIANCE % W.R.T PROJECTIONS:** - A variance of  $\pm 20\%$  is expected from the projected volume, ranging from **80% (Lower Limit) to 120% (Upper Limit)** of the projected volume and the service provider should be equipped to handle the same. However, if the variance is more than  $\pm 20\%$  of the projected volume, UIDAI will compensate the service provider as detailed below: -

### 2. COMPENSATIONS

#### **ACTUAL VS PROJECTED CALL VOLUME**

If the % of variance (Actual Calls Offered/Projected call Volume) against the projected call volume is:-

1.  **$\geq 80\%$  AND  $\leq 120\%$**  : All SLAs will be calculated on Actuals.
2.  **$< 80\%$**  : Volume % Less than 80% will be translated to Connect Minutes as per the below formula and paid to vendor over and above the actual Connect Minutes for the invoice month: -

**Formula:** (% less than 80 % of the invoice month  $\times$  Calls Projected for the invoice Month)  $\times$  AHT of the invoice Month (Minutes).

**For example: -**

Calls Projected = 10,000

Lower Limit (80%) = 8,000

Upper Limit (120%) = 12,000

Actual Offered = 7,500

AHT for Invoiced month = 300 Seconds/5 Minute

Actual Offered /Projected Call = 7,500/10,000 = 75%



% less than 80 % = 80% - 75% = 5%

Therefore, Extra Connect Minutes to be paid for the invoiced month =  $(5\% \times 10,000) \times 5 = 500 \times 5 = 2500$  Connect Minutes

**Note:** All SLAs will be calculated on Actuals.

3. **Greater than 120%** : Waiver on below listed SLAs will be granted to the service provider as per the conditions detailed below: -

a. **CALL ABANDONED RATE**

0.5% increase in the SLA slab of Call Abandoned Rate will be allowed for every 10 % increase in call volume above the upper limit of the projected volume (i.e.120%).

For example: if the % variance is 130% i.e. 10 % above the upper limit of the projected volume, below will be effective SLA slabs for CALL ABANDONED RATE for entire call volume of the invoice month: -

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	$\leq 3.5\%$	Nil
		$> 3.5\%$ and $\leq 5.5\%$	1% of monthly bill value
		$> 5.5\%$ and $\leq 10.5\%$	2% of monthly bill value
		$> 10.5\%$	5% of monthly bill value

b. **SERVICE LEVEL% (SL %)**

5% decrease in the SLA slab of Service Level % will be allowed for every 10 % increase in call volume above the upper limit of the projected volume (i.e.120%).

For example: if the % variance is 130% i.e. 10 % above the upper limit of the projected volume, below will be effective SLA slabs for SL % entire call volume of the invoice month: -

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	$\geq 75\%$	Nil
		$\geq 70\%$ and $< 75\%$	1% of monthly billed value
		$\geq 65\%$ and $< 70\%$	2% of monthly billed value
		$< 65\%$	5% of monthly billed value

**ACTUAL Vs PROJECTED E-MAIL VOLUME**

If the % of variance (Actual E-mail Received/Projected E-mail Volume) against the projected E-mail volume is:-

1. **>= 80% AND <= 120%** : ALL SLAs will be calculated on Actuals.
2. **< 80%** : Volume % Less than 80% will be paid to the service provider over and above the actual e-mails replied for the invoice month: -

**Formula:** -% less than 80 % of the invoice month × No. Of e-mails Projected for the invoice Month × “E-mail Discovered Cost” Per e-mail.

**Note:** All SLAs will be calculated on Actuals.

3. **Greater than 120%:** Waiver on **Average Response Time (Emails)** SLA will be granted as per below condition(s):

6 Hours increase in the SLA slab will be allowed for every 10 % increase in email volume above the upper limit of the projected volume (i.e.120%).

For example: if the % variance is 130% i.e. 10 % above the upper limit of the projected volume, below will be effective SLA slabs for entire email volume of the invoice month : -

Measurement Interval	Reporting period	Target	Penalty
Daily	Monthly	<=18 Hours	Nil
		>18 Hours <= 24 Hours	2% of monthly billed value.
		>24 Hours <= 30 Hours	3% of monthly billed value.
		>30 Hours	5% of monthly billed value.

## SECTION-VI : GENERAL AND SPECIAL CONDITIONS OF CONTRACT

### 1. GENERAL CONDITIONS OF CONTRACT

<b>1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) <b>“Applicable Law”</b> means the laws and any other instruments having the force of law in India.</p> <p>(b) <b>“Purchaser”</b> means the entity purchasing the services under this Contract</p> <p>(c) <b>“Contract”</b> means the Agreement entered into between the Purchaser and the Service Provider, together with the contract document referred to therein including all the attachments, appendices , annexure and all documents incorporated by reference therein.</p> <p>(d) <b>“GC”</b> means these General Conditions of Contract (<b>Part-I of Section VI</b>).</p> <p>(e) <b>“Contract Price”</b> means the price to be paid for the performance of the Services, in accordance with <b>Clause 6 of GC</b>, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract</p> <p>(f) <b>“Effective Date”</b> means the date on which this Contract comes into force and effect pursuant to <b>Clause 2.1 of GC</b>.</p> <p>(g) <b>“Government”</b> means the Government of India.</p> <p>(h) <b>“Service Provider”</b> 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>(i) <b>“Party”</b> means the Purchaser or the Service Provider, as the case may be, and “Parties” means both of them.</p> <p>(j) <b>“Personnel”</b> means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>(k) <b>“SC”</b> means the Special Conditions of Contract (<b>Part-II of Section VI</b>) by which the GC may be amended or supplemented.</p> <p>(l) <b>“Services”</b> means the work to be performed by the Service Provider pursuant to this Contract, as described in Scope of Work at <b>Section-</b></p>
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	<p><b>IV of RFP</b> hereto.</p> <p>(m) “<b>Bidder</b>” means the entity bidding for the services under the Contract.</p> <p>(n) “<b>Resident</b>” means resident of India.</p> <p>(o) “<b>UIDAI</b>” means Unique Identification Authority of India.</p> <p>(p) “<b>In writing</b>” means communication in written form with proof of receipt.</p> <p>(q) “<b>Connect Minutes</b>” is defined as aggregated connect minutes obtained after aggregating duration of individual calls in seconds divided by 60.</p>
<b>1.2 Relationship between the Parties</b>	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
<b>1.3 Law Governing Contract</b>	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India. The parties to the contract shall be governed at all times by the provisions of <b>Aadhaar(Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016</b> and the regulations framed there under as amended from time to time. Notwithstanding anything contained therein, if the parties contravene any provisions of <b>Aadhaar Act, 2016</b> and the regulations framed there under , as applicable to the services under this contract, they shall liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this contract.
<b>1.4 Language</b>	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.
<b>1.5 Notices</b>	a) Any notice, request or consent required or permission 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 or when sent to such party at the email address specified by the party in the SC.

	b) 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 <u>SC</u>
<b>1.6 Location</b>	The Services shall be performed at such locations, as the Purchaser may approve.
<b>1.7 Authorized Representatives</b>	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 <u>SC</u> .
<b>1.8 Taxes and Duties</b>	<p>(a) The Service Provider and their Personnel shall pay all such direct and indirect taxes, duties, fees and other impositions levied under the Applicable Laws of India.</p> <p>(b) The Bidder may be subject to taxes, such as, but not limited to GST, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. The quoted cost in the financial bid shall be exclusive of all such taxes. Such taxes shall be quoted separately.</p> <p>(c) If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/Service Provider as the case may be.</p>
<b>1.9 Fraud and Corruption</b>	
<b>1.9.1 Definitions</b>	<p>It is the Purchaser's policy to require that the Purchaser as well as Service Providers observe the highest standard of ethics during the selection and execution of such contracts. The Purchaser also requires that the Service Provider does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In case the purchaser, after due diligence, agrees that the Service Provider may charge notified amount for specific services from the resident, the Service Provider must ensure that the residents are <b>not over charged</b> on any account. If In pursuance of this policy, the Purchaser defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;</p> <p>(ii) "fraudulent practice" means a misrepresentation or omission of</p>

	<p>facts in order to influence a procurement process or the execution of a contract to the Purchaser;</p> <p>(iii) “collusive practices” mean a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;</p> <p>(iv) “coercive practices” mean harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>(v) “unfair trade practices” mean supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;</p>
<b>1.9.2 Measures to be taken by the Purchaser</b>	<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, coercive or unfair trade 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, coercive or unfair trade practices in competing for, or in executing, the contract.</p>
<b>1.9.3 Commissions and Fees</b>	<p>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>
<b>1.10 Interpretation</b>	<p>In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract;</p>

	<p>(b) unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;</p> <p>(c) unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) 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) Words/terms not defined in this Contract shall have the meaning assigned to it under the Aadhaar Act 2016. 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

<b>2.1 Effectiveness of Contract</b>	This Contract shall come into effect as may be stated in the <b>SC</b> . The date, the Contract comes into effect is defined as the <b>Effective Date</b> .
<b>2.2 Termination of Contract</b>	
<b>2.2.1 Termination of Contract for Failure to Become Effective</b>	If this Contract has not become effective within such time period as specified in the SC, Purchaser through a written notice to the other Party, may declare this Contract to be null and void and award the contract to next lowest bidder.
<b>2.2.2 Termination of Contract subject to necessary</b>	Notwithstanding the duration of the contract stated in GC 2.4, UIDAI, reserves the right to terminate the contract at any time without prejudice or liability.

<b>approvals</b>	
<b>2.3 Commence-ment of Services</b>	The Service Provider shall begin carrying out the Services within <b>30 days</b> from the Effective Date specified in the <b>SC</b> .
<b>2.4 Expiration of Contract</b>	Unless terminated earlier pursuant to Clause <b>GC 2.2</b> hereof, this Contract shall expire at the end of such time period, after the Effective Date or after the agreed volume/quantity has been delivered, as specified in the SC. The contract may be extended by a period of one year plus one year (up to Two years on 'year on year' basis or part thereof), subject to satisfactory performance by the Bidder and acceptance by both the parties.
<b>2.5 Entire Agreement</b>	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.
<b>2.6 Modifications or Variations</b>	<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>
<b>2.7 Force Majeure</b>	
<b>2.7.1 Definition</b>	<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, currency restrictions, insurrection and civil commotion, acts of terrorism or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>b) Force Majeure shall not include (i) any event which is caused by the</p>



	<p>negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
<b>2.7.2 No Breach of Contract</b>	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
<b>2.7.3 Measures to be Taken</b>	<p>a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the Purchaser, shall either:</p> <ul style="list-style-type: none"> <li>(i) immobilize,; or</li> <li>(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.</li> </ul> <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 <b>GC 8</b>.</p>

<b>2.8 Suspension</b>	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.
<b>2.9 Termination</b>	
<b>2.9.1 By the purchaser</b>	<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 becomes (or, if the Service Provider consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the 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>(d) 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>(e) 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>(f) 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>(g) 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>(h) If the Service Provider has been blacklisted by the UIDAI or disqualified for any reason.</p> <p>(i) If the Service Provider fails to fulfill its obligations under Clause G.C 3.3 hereof.</p> <p>(j) 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>(k) In the event of Service Provider found :</p> <p>(1) Sub-contracting of work/services without the prior written approval of UIDAI.</p> <p>(2) Provided incorrect information to UIDAI.</p> <p>(3) Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.</p> <p>l) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>m) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the 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>
<b>2.9.2 By the Service Provider</b>	<p>The Service Providers may terminate this Contract, by not less than Ninety (90) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:</p> <p>(a) If the Purchaser fails to pay any money due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.</p> <p>(c) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(d) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Service Provider may have subsequently</p>

	approved in writing) following the receipt by the Purchaser of the Service Provider's notice specifying such breach.
<b>2.9.3 Cessation of Rights and Obligations</b>	<p>Upon termination of this Contract pursuant to Clauses <b>GC 2.2</b> or <b>GC 2.9</b> hereof, or upon expiration of this Contract pursuant to Clause <b>GC 2.4</b> hereof, all rights and obligations of the Parties hereunder shall cease, except:</p> <ul style="list-style-type: none"> <li>(i) such rights and obligations as may have accrued on the date of termination or expiration;</li> <li>(ii) the obligation of confidentiality set forth in Clause GC 3.4 hereof;</li> <li>(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</li> <li>(iv) any right which a Party may have under the Law.</li> </ul>
<b>2.9.4 Cessation of Services</b>	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses <b>GC 2.9.1</b> or <b>GC 2.9.2</b> 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 <b>GC 3.9</b> or <b>GC 3.10</b> hereof.</p>
<b>2.9.5 Payment upon Termination</b>	<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"> <li>(a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (g), (i), k(1) to K(3) and l or 2.9.2, remuneration pursuant to Clause GC 6.3 hereof for Services satisfactorily performed prior to the effective date of termination;</li> <li>(b) If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c), (e), (f), (h), (j), the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the 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.</li> </ul>

<b>2.9.6 Disputes about Events of Termination:</b>	If either Party disputes whether an event specified in Clause <b>GC 2.9.1</b> 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 <b>GC 8</b> hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
<b>2.10 Extension of Contract</b>	<p>The contract may be extended by a period of <b>one year</b> plus one year (up to Two years on 'year on year' basis or part thereof), subject to satisfactory performance by the Bidder and acceptance of both the parties.</p> <p><b>Note:</b> Performance of the service provider shall be considered as "satisfactory" for extension of the contract <b>ONLY</b> if "Total SLA penalty" levied does not exceed <b>8%</b> of the total contract value executed at the time of consideration of the extension of the contract.</p>

### 3. OBLIGATIONS OF THE SERVICE PROVIDER

<b>3.1 Standard of Performance</b>	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 with safe and effective equipment, men, 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.
<b>3.2 Service Providers Not to Benefit from Commissions, Discounts, etc.</b>	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 of either of them similarly shall not receive any such additional payment.
<b>3.3 Prohibition of Conflicting</b>	The Service Provider and their Personnel shall not engage, either directly or indirectly, in any business or professional activities which would

<b>Activities</b>	<p>conflict with the activities assigned to them under this Contract.</p> <ul style="list-style-type: none"> <li>a) The Service Provider shall protect from unauthorized access, loss or damage and also keep safe, secure and confidential all demographic information, all documents, data and information of any nature provided to the Service Provider for the discharge of services.</li> <li>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.</li> <li>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 UIDAI.</li> </ul>
<b>3.4 General Confidentiality</b>	<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. Breach of the obligation of confidentiality may invite action as per the Aadhaar Act 2016 or its regulations there under or other laws as applicable.</p>
<b>3.5 Insurance to be Taken Out by the Service Provider</b>	<p>The Service Provider</p> <ul style="list-style-type: none"> <li>a) shall take and maintain insurance against risks and coverage at their own cost but on terms and conditions approved by the Purchaser, as shall be specified in the SC; and</li> <li>b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken and maintained and the current premiums have been paid.</li> </ul>
<b>3.6 Accounting, Inspection and Auditing</b>	<ul style="list-style-type: none"> <li>a) The Service Provider shall: <ul style="list-style-type: none"> <li>(i) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and</li> <li>(ii) 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</li> </ul> </li> </ul>

	<p>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. The Audit expenses shall be borne by the Service Provider.</p> <p>b) The Purchaser shall have the right to carry out inspection checks, audits of the Service Provider's premises and/ or locations, facilities, or point of delivery of services performed under this contract.</p> <p>c) The Purchaser shall have the right to carry out scheduled/ un-scheduled visits to any of the locations, premises &amp; facilities and oversee the processes and operations of the Service Provider.</p> <p>d) If a third party audit is conducted at the instance of Service Provider, the cost of audit will be borne by the Service Provider.</p>
<b>3.7 Sub- contracting</b>	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 of the Purchaser.
<b>3.8 Reporting Obligations</b>	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 as agreed or required or demanded by UIDAI.
<b>3.9 Rights of Use</b>	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.
<b>3.10 Safety &amp; Security of Data, Premises, Location/ site</b>	<p>(a) The Data, Information, documents etc provided by the Purchaser to the Service Provider is the property of the Purchaser. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.</p> <p>(b) The Service Provider shall not use the information, the name or the logo of the Purchaser and or Government of India except for the purposes of providing the services as specified under this contract.</p> <p>(c) The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser.</p>

	<p>(d) The Service Provider shall follow the Security Guidelines issued by UIDAI.</p> <p>(e) Data Retention period shall be defined and reviewed for adequacy at least every three months jointly by the Purchaser and the Service Provider.</p> <p>(f) Certificate of 'Data deletion' to be provided by the Service Provider, at the time of raising periodic bills.</p> <p>(g) The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the 'The Information Technology Act, 2000, the Aadhaar Act, 2016 and other relevant Acts.</p> <p>(h) The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements.</p> <p>(i) The rogue behavior of the employees of Service Provider shall fall under the 'Unlimited liability' to the Service Provider.</p>
<b>3.11 Equipment &amp; Materials Provided by the Service Providers</b>	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.
<b>3.12 Intellectual Property Rights (IPR)</b>	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.
<b>3.13 Assignment</b>	The Service Provider shall not assign, in whole or in part, any of their obligations under this Contract.

#### 4. SERVICE PROVIDER'S PERSONNEL

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



**5. OBLIGATIONS OF THE PURCHASER**

<b>5.1 Assistance and exemptions</b>	<p>Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall:</p> <p>(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate in its opinion for the prompt and effective implementation of the Services.</p> <p>(b) Provide to the Service Provider and Personnel any such other assistance as may be required in its opinion specified in the SC.</p> <p>(c) The Purchaser may exempt the penalties, which are applicable on the basis of SLAs and levied on the monthly bills, on the written justifications provided by the service provider.</p>
<b>5.2 Change in the applicable Law related to Taxes and Duties</b>	<p>a) The Service Provider and their Personnel shall pay taxes, duties, fees, and other impositions levied under the Applicable Laws of India.</p> <p>b) The Service Provider shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser or Service Provider, as the case may be.</p>
<b>5.3 Services, Facilities and Property of the Purchaser</b>	<p>The Purchaser shall make available to the Service Provider and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property as deemed necessary in its opinion.</p>
<b>5.4 Payment</b>	<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>
<b>5.5 Counterpart Personnel</b>	<p>(a) If required, the Purchaser shall make available to the Service Provider free of charge such professional and support counterpart personnel, to be nominated by the Purchaser with the Service Provider's advice.</p> <p>(b) Professional and support counterpart personnel, excluding Purchaser's liaison personnel, shall work under the exclusive direction of the Service Provider. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Service Provider that is inconsistent with the position occupied by such member, the Service Provider may request the replacement of such member, and the Purchaser shall not unreasonably refuse to act upon such request.</p>

**6. PAYMENTS TO THE SERVICE PROVIDER**

<b>6.1 Payment for Services to charged from Residents</b>	<p>(a) The purchaser shall bear the telecom costs toward Toll Free Numbers owned by it.</p> <p>(b) The Service Provider shall be paid, as per the '<b>Discovered Cost</b>' for carrying out/delivery of services as enumerated in <b>Section-IV</b>.</p> <p>(c) The amount payable shall be finalized after taking into account the Penalties and Exemptions, if any applicable.</p> <p>(d) The Purchaser shall make the payment within 45 days of receiving the invoice from the Service Provider.</p>
<b>6.2 Currency of Payment</b>	<p>All payments shall be made in Indian Rupees (INR)</p>
<b>6.3 Terms of Payment</b>	<p>The payments in respect of the Services shall be made as follows:</p> <p>a) The Service Provider shall submit the invoice for payment when the payment is due as per the agreed terms on 'Calendar month' basis" along with the penalties in line with SLAs/KPIs mentioned in <b>Section– V</b>. The selected vendors may submit their monthly bill by the <b>10th</b> day of the next month which will be paid within <b>45 days</b> of submission of the bill.</p> <p>b) The invoices submitted and SLAs imposed will be verified by UIDAI's technical partners.</p> <p>c) The Service Provider shall provide a billing system that can compute price and penalties in real-time, accessible to UIDAI.</p> <p>d) In the event of any wrong payment to Service Provider, the difference shall be adjusted in the subsequent payments.</p> <p>e) All payments under this Contract shall be made to the accounts of the Service Provider specified in the SC.</p> <p>f) In case of early termination of the contract, the payment shall be made to the Service Provider as mentioned here with: Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Service Provider shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the specified rate/s.</p>

**7. GOOD FAITH**

<b>7.1 Good Faith</b>	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.
<b>7.2 Operation of the Contract</b>	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.

**8. SETTLEMENT OF DISPUTES**

<b>8.1 Amicable Settlement</b>	Performance of the contract is governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
<b>8.2 Arbitration</b>	<p>(a) Any dispute between the Parties arising out or in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the Parties agree to submit that dispute to arbitration under the Arbitration and Conciliation Act, 1996 to be decided by a sole arbitrator. The authority to appoint the arbitrator shall be the Unique Identification Authority of India.</p> <p>(b) the arbitration proceedings shall be held at New Delhi, India and language used in this proceedings shall be English.</p> <p>(c) The decision of Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties.</p> <p>(d) The decision to continue performance of their respective remaining obligation under this contract or to rescind the contract shall be decided</p>

	<p>mutually, despite the continuation of arbitration proceedings.</p> <p>(e) the parties shall use their best endeavors to procure that the decision of the arbitrator is given within a period of six months or as early as is possible after it has been demanded.</p> <p>(f) The courts in New Delhi, India shall have exclusive jurisdiction in relation to this contract including this clause.</p> <p>(g) All fees pertaining to arbitration proceedings shall be borne by the parties equally.</p> <p>(h) all other costs incurred by the parties shall be borne by the respective parties.</p>
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## 9. LIQUIDATED DAMAGES

<b>9.1 Definition</b>	<p>The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages, the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.</p>
<b>9.2 Limitation</b>	<p>The amount of liquidated damages for services under this Contract shall not exceed the Contract Price.</p>
<b>9.3 Applicability</b>	<p>(a) The liquidated damages shall be applicable as per the details and to the extent as given in <b>Section-V</b></p> <p>(b) Also, the Service Provider is liable to the Purchaser for payment of penalty as specified in the SLA</p> <p>(c) If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements within 14 days of being informed by the Purchaser, the Purchaser shall be free to impose penalty as specified in the contract. 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>(d) This would be in addition to penal penalties as per the Aadhaar Act 2016 in case of breach of the same.</p>

**10. ADHERENCE TO RULES & REGULATIONS**

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

<b>11.1 Limitation of Liability</b>	<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>
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	<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 the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify the Purchaser with respect to patent infringement or any third party claims .</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 Clause 2.2 of GC of this contract.</p>
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## 12. MISCELLANEOUS PROVISIONS

<b>12.1 Miscellaneous Provisions</b>	<p>(i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(ii) The 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>(iii) The Service Provider shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this Contract.</p> <p>(iv) The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Service Provider</p> <p>(v) The Service Provider shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Service Provider, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>(vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>(vii) All materials provided to the Purchaser by bidder are subject to Country and STATE public disclosure laws such as RTI etc.</p> <p>(viii) The Service Provider shall not make or permit to be made a public announcement or media release about any aspect of the Contract or any activity related to UIDAI without a written consent from the Purchaser.</p>
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**PART-II : SPECIAL CONDITIONS OF CONTRACT**

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

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses are:</p> <p>Purchaser: Chief Executive Officer  Attention: Assistant Director General- Logistics &amp; CRM  Unique Identification Authority of India  9th Floor, Tower – I, Jeevan Bharti Building,  Connaught Circus, New Delhi – 110 001  Facsimile: _____  E-mail: _____  Service Provider:  Attention: _____ Facsimile: _____ E-mail (mandatory): _____</p>
1.6	<p>The Services shall be carried out at the site/s as agreed to and approved by the Purchaser.</p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Purchaser: Assistant Director General- Logistics &amp; CRM  Unique Identification Authority of India  9th Floor, Tower – I, Jeevan Bharti Building,  Connaught Circus, New Delhi – 110 001</p> <p>For the Service Provider: _____</p>
2.1	<p><b>The effective date of the Contract:</b> Date of Signing of the contract by both parties.  i.e. _____</p>
2.3	<p>The date for the commencement of Services: <b>Within 30 days from the signing of the contract between the Purchaser and the Service Provider.</b></p>
2.4	<p>The tenure of the contract shall be: <b>3 years (36 months ) w.e.f. the effective date of the contract</b></p>

3.5	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> <li>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Service Provider or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988;</li> <li>(b) Third Party liability insurance, with a minimum coverage of the value of the contract</li> <li>(c) Professional liability insurance, with a minimum coverage of the value of the contract</li> <li>(d) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</li> <li>(e) 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.</li> </ul>
6.2	The amount shall be in Indian Rupees (INR)
6.3	<p><b>General terms and conditions of Payment Schedule</b></p> <ul style="list-style-type: none"> <li>1) All undisputed and eligible payments shall be made by the Purchaser in favour of the Service Provider.</li> <li>2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.</li> <li>3) Service Provider shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same.</li> <li>4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within <b>45</b> days of submission of invoice.</li> <li>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/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.</li> <li>6) All payments under this Contract shall be made to the account of the Service Provider with (Bank &amp; A/c No.): _____</li> <li>7) Power to levy penalty: Notwithstanding anything in the RFP, if in the opinion of the Purchaser, any work done or service rendered by Service Provider is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to levy penalties as per the service levels defined. These powers to levy penalties shall be</li> </ul>



	without prejudice to any other power/ right of the purchaser under this contract.
<b>8.2</b>	The Arbitration proceedings shall take place in New Delhi in India and cost of Arbitrator / Arbitration to be borne by parties themselves.

## **SECTION-VII**

### **ANNEXURES AND APPENDICES**

#### **ANNEXURES:**

- I. Financial Bid Covering Letter
- II. Financial Bid Form
- III. Standard Contract Form
- IV. Letter format for matching Discovered Rate
- V. Letter format for Inability to match Discovered Rate
- VI. Form of Performance Bank Guarantee Bond
- VII. Form of Bank Guarantee for EMD
- Viii. Team Profile Proposed For UIDAI
- IX. Network Uptime % Example
- X. Proforma for Integrity Pact
- XI. List of Documents Submitted

## **ANNEXURE I: Financial Bid Covering Letter**

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

To,

(Address)

**Ref:** Request for Proposal (RFP) Notification No. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notified vide F.No. \_\_\_\_\_ dated \_\_\_\_\_ for UIDAI, in full conformity with the said RFP document.
2. We, the undersigned, offer to provide services to UIDAI in accordance with your RFP.
3. We have read the provisions of the RFP document, confirm our acceptance for the same and we are hereby submitting our Financial Bid.
4. We agree to abide by this RFP, consisting of this letter, financial bid and all requisite supporting documents, for a period of 180 days from the closing date fixed for submission of bid as stipulated in the RFP document.
5. We would like to declare that we are not under a declaration of ineligibility for corrupt or fraudulent practices anywhere in India.
7. We hereby declare that we have not been charged with any fraudulent activities by any Central/State/UT Government.
8. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
9. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988” and its amendments.
10. We understand that UIDAI is not bound to accept any bid received in response to this RFP.

11. In case we are engaged by UIDAI for executing the services, we shall provide any assistance/cooperation required by UIDAI/auditing agencies appointed by it/UIDAI officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
13. In case we are engaged as a Service Provider, we agree to abide by all the terms & conditions of the Contract that will be issued by UIDAI.
14. The financial bid includes the cost of setting up and operating the services, cost of providing additional services and performing all functions as per the 'Scope Of Work' and 'SLAs' defined in this RFP.
15. We already have the technical and financial capability in India for carrying out the services as detailed in the 'Scope of Work'.
16. Our correspondence details with regard to this RFP are:

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

17. We also understand that in case of deficiencies in our services as per the requirement of RFP, UIDAI reserves the right to allocate our volume of work, in full or in part, to other Service Provider for a limited period or on permanent basis.

Yours sincerely,

Signature of Authorized Signatory[In full as well as initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**ANNEXURE II: Financial Bid Form**

**Reference:** RFP document F.No. \_\_\_\_\_ Dated \_\_\_\_\_

1. Financial Bid indicating the **Cost per Connect Minute**, which will be charged to UIDAI (exclusive of all statutory taxes and duties etc.) for the services required by the UIDAI, is given in Table below. All taxes GST, duties, fees, levies etc has also been quoted separately as per the format provided.

Item #	All activities related to below mentioned service/ item	Unit Cost (in Rs.) upto two decimal places (exclusive of all taxes)	Taxes (in Rs.) upto two decimal places	Total cost (in Rs.) upto two decimal places (Inclusive of taxes) E=C+D
(A)	(B)	(C)	(D)	(E)
Item #1	Cost per Connect Minute			

2. The cost is inclusive of all the activities related to, but not limited to the requirements and services given in **Section-IV ‘Scope of Work’** of RFP.
3. We understand that based on Discovered Cost, the charges, payable by UIDAI to the firm, for services mentioned in **Section-IV ‘Scope of Work’** of RFP of this RFP will be as under: -

**Definition: -**

**Connect Minutes** is calculated as aggregate connect minutes obtained after aggregating duration of individual calls (inbound/outbound) in seconds divided by 60.

**Inbound Connect Minutes** = Sum {Talk Time (Seconds) + Hold Time (Seconds) + After Call Work Time (Seconds)}/60

Where,

Talk Time: Length of time spent by a RSE/Sr. RSE talking to an inbound call.

Hold Time: Length of time spent by a RSE/Sr. RSE with an inbound call on hold.

After Call Work Time: Length of time spent by a RSE/Sr. RSE in ACW mode.

**Outbound Connect Minutes** = Sum (Talk Time (Seconds) + Update Time (Seconds) + Preview Time (Seconds))/60

Where:

Talk Time: Length of time spent by a RSE/Sr. RSE talking to an outbound call

Update Time: Length of time taken by a RSE/Sr. RSE to update the transaction after the line has been released by agent.

Preview Time: Preview time is the time taken to show the resident information on agent screen before dialing the number. In predictive mode this value will be considered as zero.

4. The cost of other staff members/resources & other operational costs are factored into the “**Cost per Connect Minute**” and no other cost is to be paid.

5. **Rate for handling of Emails and Chat will be on per connect minute basis.** The rate for every Resident inquiry/ grievance through email or Chat attended by the contact center and logged in the CRM system will be the same as the rate quoted by the Bidder for **four (4) connect minutes**. No payment will be made for acknowledgement or responses (automated or manual) to spam emails received by the contact center.

Yours sincerely,

Signature of Authorized Signatory : \_\_\_\_\_

Name and Title of Signatory : \_\_\_\_\_

Name of Firm : \_\_\_\_\_

Address : \_\_\_\_\_

**ANNEXURE III: Standard Contract Form**

THIS AGREEMENT is made at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_ 2017:

**BETWEEN**

Unique Identification Authority of India (UIDAI) a statutory body of Government of India, acting on behalf of CEO of UIDAI, having its office at 9th Floor, Tower-I, Jeevan Bharati Building, Connaught Circus, New Delhi – 110001 (hereinafter called **“the Purchaser/ UIDAI”**) which expression shall unless repugnant to the context thereof include his successors, heirs, representatives, administrators and permitted assigns, represented by its Assistant Director General who is duly authorized to execute this Contract being the Party of the FIRST PART;

**AND**

\_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called **“the Service Provider”**) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the OTHER PART.

**Purchaser** and **Service Provider** are collectively referred to as the **“Parties”** or individually referred to as a **“Party”** as the context may require.

WHEREAS, the Purchaser had invited bids for certain Services, viz., “RFP for Operating Contact Centers” 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 the said Bid by the Service Provider for the supply of those Services as per the following rates exclusive of all statutory taxes (hereinafter **“the Contract Price”**).

AND WHEREAS, vide a Letter of Intent dated \_\_\_\_\_, the Purchaser agreed to place order for ‘Operating Contact Centers for UIDAI’ as per the rates given below:

Item	Unit Rate in INR (in figures)	Unit Rate in INR (in words)
Operating Contact Centers for UIDAI		
Cost per Connect Minute		

And in pursuance of having accepted the said bid, the Parties have agreed to enter into this Agreement. The Parties understand that all the conditions of the RFP, its amendments and clarifications issued, including those on allocation and re-allocation of volume, will be binding on both the parties.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
- The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - a) RFP for Operating Contact Centers for UIDAI
  - b) Performance Bank Guarantee Bond
  - c) Acceptance letter of the bidder dated \_\_\_\_\_
  - d) Duly signed notification of Award dated \_\_\_\_\_
  - e) Amendments and clarifications issued
- 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.
- The Service Provider has already submitted a Contract Performance Guarantee amounting to Rs. \_\_\_\_\_/- (Rupees in words) which would be valid for 90 days beyond the three years of period of contract.
- The services shall be carried out at the site / premises at \_\_\_\_\_ India as agreed by the Parties.

**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/on behalf of (Unique Identification Authority of India (UIDAI))

Assistant Director General  
 Unique Identification Authority of India (UIDAI),  
 Ministry of Electronics & IT,  
 Government of India (GoI)  
*[Authorized Representative]*



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

M/s

*[Name & position]*

*Authorized Representative]*

## ANNEXURE IV: Letter Format for Matching Discovered Rate

*(To be submitted on the Letter head of the applicant, where the Bidder has been given the option of matching the Discovered Rate and the Bidder chooses to match the same)*

To,

Assistant Director General (Logistics & CRM)  
Unique Identification Authority of India  
9<sup>th</sup> floor, Tower-I, Jeevan Bharati Building,  
Connaught Circus,  
New Delhi 110001

**Reference:** RFP document no. \_\_\_\_\_ dated \_\_\_\_\_.

**Subject:** Acceptance of Matching Discovered Rate.

Dear Sir,

1. On completion of the bid submission and opening processes, we, the undersigned, have been discovered to be the <Insert L2,L3, L4 or L5 as applicable>Bidder.
2. The discovered rate is <Insert Discovered rate for the Schedule>
3. As per the due process that followed, we were given the option of matching the discovered rate.
4. We hereby accept the offer to match the Discovered Rate and operate as per conditions laid down in the RFP.
5. We understand that all the conditions of the RFP, including those on allocation of volume will be binding on us.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

## **ANNEXURE V: Letter Format for Inability to match Discovered Rate**

*(To be submitted on the Letter head of the applicant where the Bidder has been given the option of matching the Discovered Rate and the Bidder chooses to not to match the same)*

To,

Assistant Director General (Logistics & CRM)  
Unique Identification Authority of India  
9<sup>th</sup> floor, Tower-I, Jeevan Bharati Building,  
Connaught Circus,  
New Delhi 110001

**Reference:** RFP document no. \_\_\_\_\_ dated \_\_\_\_\_.

**Subject:** Rejection of Matching Discovered Rate.

Dear Sir,

1. On completion of the bid submission and opening processes, we.....the undersigned, have been discovered to be the <Insert L2, L3, L4 or L5 as applicable>Bidder.
2. As per the due process that followed, we were given the option of matching the Discovered Rate.
3. We regret to inform you that we will be unable to accept the offer to match the Discovered Rate.
4. We understand, with this we forfeit the right to further participate in the selection process.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**ANNEXURE VI : 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 &amp; Information Technology (MeitY),

9<sup>th</sup> Floor, Tower I, Jeevan Bharati Building,

Connaught Circus, New Delhi-110001

Dear Sir,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology (MeitY), Government of India, on behalf of the CEO, UIDAI on behalf of the Authority, (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 "Service Provider" 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 Service Provider, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the Service Provider 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 Service Provider 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 Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Service Provider(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Service Provider 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 Service Provider. 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 Service Provider, 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 Service Provider 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 Service Provider and notwithstanding any security or other guarantee the Purchaser may have in relation to the Service Provider's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider(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 upto .....; 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) Attorney as per Power of Attorney No..... Dated.....	..... (Signature) ..... (Name) ..... (Designation with Bank Stamp)
--	---

**ANNEXURE VII: 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 (MeitY),  
 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 favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid upto ..... 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 Service Provider(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 upto .....; 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)

Attorney as per Power of Attorney No.....

.....  
 (Signature)

.....  
 (Name)

.....  
 (Designation with Bank Stamp)

Dated.....

**ANNEXURE VIII : TEAM PROFILE PROPOSED FOR UIDAI**

<b>Sr. No.</b>	<b>Employee Name</b>	<b>Task Assigned in UIDAI Project</b>	<b>Age</b>	<b>Years of relevant experience</b>	<b>Years with the current Service provider</b>	<b>Professional &amp; Educational Qualifications</b>	<b>Details of similar prior assignments - Key clients, nature of project and role in the project (maximum of five assignments most pertinent to this project) projects may or may not be from bidding organization</b>

**ANNEXURE IX : NETWORK UPTIME % EXAMPLE**

16 hours (Monday to Saturday)	960 Minutes
9 hours (Sunday)	540 Minutes
Holidays	0 Minutes

Date	Day	100 % Uptime Minutes	Downtime Minutes	Actual Uptime Minutes	Uptime %
01-01-2017	Sunday	960	0	960	100.00%
02-01-2017	Monday	960	0	960	100.00%
03-01-2017	Tuesday	960	0	960	100.00%
04-01-2017	Wednesday	540	0	540	100.00%
05-01-2017	Thursday	960	0	960	100.00%
06-01-2017	Friday	960	0	960	100.00%
07-01-2017	Saturday	960	0	960	100.00%
08-01-2017	Sunday	960	0	960	100.00%
09-01-2017	Monday	960	0	960	100.00%
10-01-2017	Tuesday	960	0	960	100.00%
11-01-2017	Wednesday	540	0	540	100.00%
12-01-2017	Thursday	960	60	900	93.75%
13-01-2017	Friday	960	0	960	100.00%
14-01-2017	Saturday	960	0	960	100.00%
15-01-2017	Sunday	960	0	960	100.00%
16-01-2017	Monday	960	0	960	100.00%
17-01-2017	Tuesday	960	0	960	100.00%
18-01-2017	Wednesday	540	0	540	100.00%
19-01-2017	Thursday	960	0	960	100.00%
20-01-2017	Friday	960	60	900	93.75%
21-01-2017	Saturday	960	0	960	100.00%
22-01-2017	Sunday	960	0	960	100.00%
23-01-2017	Monday	960	0	960	100.00%
24-01-2017	Tuesday	960	0	960	100.00%
25-01-2017	Wednesday	540	0	540	100.00%
26-01-2017	Thursday	0	0	0	0%
27-01-2017	Friday	960	0	960	100.00%
28-01-2017	Saturday	960	0	960	100.00%
29-01-2017	Sunday	960	0	960	100.00%
30-01-2017	Monday	960	0	960	100.00%
31-01-2017	Tuesday	960	0	960	100.00%
<b>Total</b>		<b>27120</b>	<b>120</b>	<b>27000</b>	<b>99.56%</b>



**ANNEXURE X : PROFORMA FOR 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 has appointed 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 has appointed competent and credible external independent Monitors 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.

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For the Principal

Place -----

Date -----

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For the Bidder / Contractor

Witness 1: -----

Witness 2: -----

**ANNEXURE XI : List of Documents Submitted**

Date:

Bid No.:

**To****The Assistant Director General (Logistics& CRM)****Unique Identification Authority of India (UIDAI)****Tower I, 9<sup>th</sup> Floor,****Jeevan Bharati Building,****Connaught Place,****New Delhi – 110001.**

We, the undersigned, declare that:

The following documents listed herein have been submitted –

<b>Sr. No</b>	<b>Document Type</b>	<b>Fulfilling Clause No.</b>	<b>Page No. (Attached in the document)</b>	<b>Remarks</b>

(Signature)

**Authorized Signatory**

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Office Seal: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_