

**UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LIMITED  
(A GOVERNMENT OF INDIA COMPANY)**

Ref no: UTIITSL\_2014-15/003

**(RFP) REQUEST FOR PROPOSAL  
For  
Selection of  
Enrolment Agencies  
For carrying out AADHAAR Enrolments**



UTI Infrastructure Technology And Services Limited | "UTI-ITSL" Tower, plot No 3, sector 11  
CBD Belapur, Navi Mumbai 400 614 | Website: [www.utiitsl.com](http://www.utiitsl.com) | Phone: (022) 6793 1107

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## 1. INVITATION TO BID

1.1 UTI Infrastructure Technology And Services Limited (UTIITSL) as UIDAI appointed Registrar invites interested and qualified Enrolment Agencies empanelled by the UIDAI for Aadhaar Enrolments for all States/ Union Territories at a fixed rate of Rs. 31/-(inclusive of all taxes) per successful enrolment for pan India locations. These Enrolment Agencies shall carry out fresh Aadhaar Enrolments and Updation from permanent enrolment centres and / or SWEEP MODE for the execution of UID project in various States of India. The total cost is inclusive of all costs like the equipment costs, manpower costs, logistics for transfer of data to CIDR / State data centre, cost of scanning of document if implemented by UIDAI, DMS dispatch cost, vehicle costs, travel and lodging costs, taxes and duties and any other miscellaneous costs. We are fully aware of penalty clauses related to the project as defined by UIDAI. The Updation/PEC rates shall be discussed later and finalised separately.

1.2 The Request for Proposal (RFP) consists of following sections as mentioned below:

- a. Invitation to Bid
- b. Instruction to Bidders
- c. Scope of Work
- d. Technical Proposal
- e. Consent Letter
- f. Annexure including Standard Contract

1.3 The “Request for Proposal” is available on the website [www.utiitsl.com](http://www.utiitsl.com) for free download.

The response to the RFP should to be submitted on or before **15:00 Hrs on 21.04.2015** at the address for communication given below:

Mr. Milind Bagul (Divisional Manager)  
UTI Infrastructure Technology And Services Limited  
UTI Tower, Plot No. 3, Sector 11,  
CBD BELAPUR, NAVI MUMBAI – 400614

1.4 UTI Infrastructure Technology And services Limited reserves the right to reject any or all the Bids in whole or part without assigning any reasons.

1.5 This ‘Invitation to Bid’ is extended only to Agencies empanelled by UIDAI for undertaking demographic and biometric data collection for enrolment of residents. This bid doesn’t contain any kind of financial bid/quotation.

### 1.6 Definitions and Acronyms

1. **AADHAAR** – Brand name associated with UIDAI

2. **Active Station** – The enrolment station which is regularly synchronized with CIDR and is recording enrolments on a day to day basis.

3. **Bidder** means any entity that may provide or provides the services to the Purchaser/State Registrar under the contract.
4. **Bid** means the Proposal consisting of Consent for one/ more than one states.
5. **Biometric Data** – refers to the facial image, iris scan and fingerprints collected by the Enrolment Agency from the enrollees based on the standards prescribed by the UIDAI and by following the process laid down for the purpose.
6. **CIDR** - Central Identities Data Repository
7. **CSC** – Common Service Centres operating as franchisees of Service Center Agency (SCA) within a State, as art of the CSC Scheme of the National E-Governance Plan of India.
8. **DDSV** – Demographic Data Standards and Verification Procedure.
9. **De-duplication** – the process of using the Demographic and Biometric data collected from an enrollee to check against data so as to avoid duplicate enrolments.
10. **Demographic Data** – refers to the personal information collected or verified by the Enrolling Agency based on the data fields prescribed by the UIDAI and by following the process laid down for the purpose. The data collected is passed on to the UIDAI as per the process prescribed.
11. **Enhancement / Up gradation** – refers to request for up gradation of Technical & Financial status of existing empanelled Agencies based on their technical and financial capacities.
12. **EA- Enrolling Agency/ Enrolment Agency**; the Agency appointed by the Registrar for collection of the Demographic and Biometric data in the area assigned by the Registrar.
13. **Enrolment** – refers to the exercise of collection of demographic data after verification, collection of biometrics, and the allocation of the UID number after deduplication.
14. **Enrolment Centre** – refers to the premises located in the area where the enrolment is being carried out. One Enrolment Centre can host multiple Enrolment Stations.
15. **Enrolment Station** – refers to an individual enrolment machine, booth/enclosure inside the Enrolment Centre. The capture of Demographic and Biometric data is done in this Station.
16. **EMD** – Earnest Money Deposit
17. **GoI** – Government of India
18. **IEC** – Information, Education and Communication
19. **KYC** – Know Your Customer.
20. **KYR** – Know Your Resident.
21. **Manual** – Resident Enrolment Process Document
22. **MoU** – Memorandum of Understanding.
23. **NGO** – Non Government Organization.
24. **Operator** – the person employed by the Enrolment Agency and engaged in the capture of Demographic and Biometric Data.
25. **Purchaser** - In this project, the Purchaser is the UTIITSL.

26. **Scope of Work (SoW)** - the section in this doc that explain the objectives, activities, tasks to be performed by bidder as a part of this assignment.
27. **PoA** – Proof of Address.
28. **PoI** – Proof of Identity.
29. **PEC**- Permanent Enrolment Centres. These are the centres, which would serve as touch points, where residents who have missed out on enrolment earlier can enroll and also for other residents to update their demographic and biometric data. These centre will be called as ‘Aadhaar Kendras’. Details can be referred in ‘Policy on Permanent Centre Model’ at UIDAI website.
30. **Registrar** – Any Organization / Department/Local Body / Corporate Body / NGO with whom the UIDAI has entered into a Memorandum of Understanding for covering issues related to the implementation of the UID Project.
31. **Resident** – Normal resident of India.
32. **RFP** – Request for Quotation.
33. **Successful Enrolment** – Enrolment that results in Aadhaar number generation
34. **Supervisor** – the person employed by the Enrolment Agency and engaged in managing the Enrolment Center Operations and handling exceptions.
35. **UID** – Unique Identification.
36. **UIDAI** – Unique Identification Authority of India.
37. **Geographical Scope of Work** – Area allocated to Bidder for Aadhaar Project.
38. **Target Population** – Minimum 10% of remaining Enrolment to be done in a particular Geographical Scope of work.
39. **Operating Manual** – Process Manual and Guidelines for Aadhaar Enrolment as prescribed by UIDAI.

## 2. INTRODUCTION

### 2.1 About UTI Infrastructure Technology And Services Limited (UTIITSL)

UTI Infrastructure Technology And Services Limited (UTIITSL) has been appointed as a Registrar by UIDAI. UTIITSL as a Registrar shall execute the AADHAAR enrolments/Permanent Enrolment Centres through its Branches as well as in sweeping mode. UTIITSL as a Registrar shall select Enrolment Agencies which shall capture Know Your Resident (KYR) demographic data and biometric data from the residents to be given to UIDAI for issuance of UID number (also called Aadhaar). Along with KYR data, Enrolment Agencies will also capture additional fields what may be called as KYR+ which will be decided in consultation with State UIDAI.

### 2.2 About UID Project

The Government of India (GoI) has embarked upon an ambitious initiative to provide a Unique Identification (UID) to every resident of India and has constituted the Unique Identification Authority of India (UIDAI) for this purpose. The timing of this initiative coincides with the increased focus of the GoI on social inclusion and development through massive investments in various social sector programs, and transformation in public services delivery through e-Governance programs. The UID has been envisioned as a means for residents to easily and effectively establish their identity, to any agency, anywhere in the country, without having to repeatedly produce identity documentation to agencies. More details on the UIDAI and the strategy overview can be found on the website: <http://www.uidai.gov.in> The widespread implementation of the UID project needs the reach and flexibility to enroll residents across the country. To achieve this, the UIDAI proposes to partner with a variety of agencies and service providers (acting as Registrars, Sub-registrars and Enrolling Agencies) to enroll residents for UID. By participating in enrolling residents, registrars and enrolment agencies across the country would be part of a truly historic exercise, one which can make our welfare systems far more accessible and inclusive of the poor, and also permanently transform service delivery in India.

In this context, the Registrars shall engage enrolment agencies for carrying out the various functions and activities related to UID enrolment such as setting up of permanent enrolment centers, undertaking collection of demographic and biometric data for UID enrollment and any other data required by the Registrar for the effective implementation of their projects. This Request for Quotation document is intended to invite bids from only those agencies which are empanelled by UIDAI for undertaking demographic and biometric data collection for enrolment of residents.

### 3. INSTRUCTION TO BIDDERS

#### 3.1. PART I - STANDARD

<p><b>3.1.1 Definitions</b></p>	<p>(i) “Purchaser” means the registrar with which the selected Bidder signs the Contract for the Services. In this project, the ‘Purchaser’ is UTI Infrastructure Technology And Services Limited (UTIITSL).</p> <p>(ii) “Bidder” means any entity that may provide or provides the Services to the Purchaser under the Contract.</p> <p>“Bid” means the Consent Proposal consisting of one/ multiple States.</p> <p>(iv) “Instructions to Bidder” means the <b>section 3</b> of the document which provides interested Bidders with all information needed to prepare their bids. This document also details out the process for the selection of the enrolling agency.</p> <p>(v) “Scope of Work” (SoW) means the <b>section 4</b> of the document which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Purchaser and the Bidder.</p>
<p><b>3.1.2 Introduction</b></p>	<p>(i) The Enrolment Agencies will carry out fresh Aadhaar Enrolment and updation from permanent enrolment centres to be set up at the various branches of UTIITSL located in different geographical scope (As per <b>Annexure VII</b>) and / or mobile center for the UID project in various States of India . The charges for printing of e-Aadhaar letter &amp; Updation of information (demographics &amp; Biometrics) and for other services for already enrolled residents will be as per UIDAI guidelines and will be finalized at the time of signing of agreement with the respective bidder.</p> <p>(ii) As per scope of work detailed in the <b>Section 4</b>, all the provisions listed out in the Request for Empanelment (RFE) issued by the UIDAI and Terms &amp; Conditions of Empanelment shall be binding upon the participating bidders of this RFP.</p> <p>(iii) Method of selection for Enrolment Agency by Registrar is specified in the Data Sheet.</p> <p>(iv) The name of the assignment/job has been mentioned in Data Sheet. Detailed scope of the assignment/ job has been described in the Scope of Work.</p>

	<p>(v) The date, time and address for submission of the bids been given in Data Sheet.</p> <p>(vi) Interested Bidders are invited to submit their consents as prescribed format for providing services required for the assignment named in the Data Sheet.</p> <p>(vii) The Purchaser is not bound to accept any 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> <p>(viii) Bidders should adhere to submit their bid only for those states for which they are empanelled with UIDAI, violation to this may cause rejection of their bid</p> <p>(ix) For Aadhaar Enrolment in a particular State/Geography UTIITSL may chose setting up the Permanent Enrolment Centers and / or through Mobile Mode depending upon the requirements.</p> <p>(x) Bidder will be responsible to provide training and certifications of appointed supervisor and operators as per UIDAI guidelines.</p> <p>(xi) Bidders must regularly check the UIDAI website for the latest guidelines and policies.</p>
<p><b>3.1.3 Bid Validity</b></p>	<p>The <b>Section 3.2 Data Sheet</b> to Bidder indicates how long Bidders' bid must remain valid after the submission date.</p>
<p><b>3.1.4 Consortium</b></p>	<p>Only those consortiums which have been empanelled by UIDAI are eligible to submit a consortium bid. In such a case, the lead agency empanelled by UIDAI shall be the lead member of the consortium and shall be responsible and liable to the Purchaser for all aspects of their bid, contract, etc. Further outsourcing is not allowed.</p>
<p><b>3.1.5 Tenure of Contract</b></p>	<p>The estimated tenure of the contract shall be for 2 years which is further extendable.</p>
<p><b>3.1.6 Clarification and Amendment of RFP Document</b></p>	<p>(i) For the purpose of clarification related to this RFP; the queries of the bidders should reach in writing or by e-mail on or before the stipulated date and address as indicated in <b>Section 3.2 Data Sheet</b> given in this RFP. It may be noted that no queries of any bidder shall be entertained after <b>10.04.2015, 15:00Hrs</b>.The clarifications will be made available on the UTIITSL Website (<a href="http://www.utiitsl.com">www.utiitsl.com</a>) within 10 days.</p> <p>(ii) The queries on points / clauses in the RFP document are to be mailed / submitted in specific format only as per <b>“Annexure X”</b>.</p>



	<p>(iii) 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 is required on the UTIITSL Website (www.utiitsl.com). The addendum/ corrigendum will be binding to all Bidders.</p>
<p><b>3.1.7 EMD, Tender Fee &amp; Performance Bank Guarantee.</b></p>	<p><b><i>Earnest Money Deposit</i></b></p> <p>(i) An EMD of Rs. 10 Lakh (in INR) in the form of Demand Draft drawn in favour of “UTI Infrastructure Technology And Services Limited” payable at Mumbai must be submitted along with the Bid.</p> <p>(ii) Bid not accompanied by EMD shall be rejected as non-responsive.</p> <p>(iii) No interest shall be payable by the Purchaser for the sum deposited as earnest money deposit.</p> <p>(iv) No bank guarantee will be accepted in lieu of the earnest money deposit.</p> <p>(v) The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.</p> <p><b><i>The EMD shall be forfeited by the Purchaser in the following events:</i></b></p> <p>(i) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.</p> <p>(ii) If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.</p> <p>(iii) If the Bidder tries to influence the evaluation process.</p> <p><b><i>Tender Fee:</i></b></p> <p>All Bidders are required to pay Rs. 5000/- (Five Thousand Only) towards Tender Fees in the form of Demand Draft drawn in favour of “<b>UTI Infrastructure Technology And Services Limited</b>” payable” at Mumbai must be submitted along with the Bid. The Tender Fee is Non-Refundable.</p> <p><b><i>Performance Bank Guarantee:</i></b></p> <p>The Bidder awarded work shall be required to furnish an unconditional and irrevocable Performance Bank Guarantee equivalent to 10% of the contract value per state respectively rounded off to the nearest thousand Indian Rupees, from a scheduled commercial bank in India, in favor of “<b>UTI Infrastructure Technology And Services Limited</b>” for the entire period of contract with 90 days claim period.</p>

The contract value, to work out the value of Bank Guarantee, shall be as per the potential value of enrolment business against and will be computed as below:

$$\text{Contract Value} = \text{Number of districts in the state} \times \text{Enrolment per Day} \times \text{Number of working days} \times \text{Rate per Successful Enrolment}$$

*(Deployment of minimum one kit per district of the state of interest is mandatory ; Minimum Enrolment per Day is considered to be 40 for calculations)*

The state wise bank guarantees must be submitted after issuance of Letter of Intent (LOI) but before signing of contract (i.e. within 15 days of the date of issuance of the LOI). The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. In case of multiple vendors in the State; Performance Bank Guarantee by each of the vendor will be based on the geographical scope of work decided and allocated by UTIITSL. The bidders are expected to submit a Consent Letter along with the Performance Bank Guarantee stating the start date of enrolments in the states of their participation. Failure to meet the stated date of enrolment in that state shall result in invoking of the Bank Guarantee for that state or states.

Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account/ penalties, imposed and is due for payment, under the contract.

On submission of this performance bank guarantee and entering into contract with State Registrar, demand draft submitted towards EMD shall be returned in original.

Breach/default of the Terms and Conditions of the said contract, and noncompliance with directions to rectify in given time frame will result in invoking of the Bank Guarantee.

**Performance Bank Guarantee format is Given at Annexure IX.**

**3.1.8 Submission, Receipt, and Opening of Bids**

- (i) The proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. Any interlineations or overwriting shall be valid only if they are initialed by the authorized person signing the Bid.

	<p>(ii) An authorized representative of the Bidders shall initial all pages of the proposal. The authorization shall be in the form of a written power of attorney accompanying the proposal or in any other form demonstrating that the representative has been duly authorized to sign.</p> <p>(i) <b>Bid Submission:</b></p> <p><b>Envelope :</b> This will contain, signed and sealed copy of the RFP, required technical proposal with other supporting and relevant documents such as Valid Letter of Empanelment with UIDAI, EMD draft, Tender Fee Draft shall be placed in a single envelope, sealed and clearly marked “ <b>REQUEST FOR PROPOSAL For Selection of Enrolment Agencies For carrying out AADHAAR Enrolments</b>” The outer envelope shall bear the submission address and be clearly marked “<b>DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 15.30 hrs on 21.04.2015</b>”. The <b>21.04.2015</b> is the date of bid opening as provided in the <b>Section 3.2 Data Sheet</b> .The Purchaser shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Bid rejection. The Bids must be sent to the address/addresses indicated in the Data Sheet and received by the Purchaser no later than the time and the date indicated in the Data Sheet, or any extension to this date . Any bid received by the Purchaser after the deadline for submission shall be returned unopened.</p>
<p><b>3.1.9 Right to Accept/ Reject the Bid</b></p>	<p>Purchaser reserves the right to accept or reject any Bid and to annul the RFP process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.</p> <p>Bidders should adhere to submit their bid only for those states for which they are empanelled with UIDAI, violation to this may cause rejection of their bid.</p>
<p><b>3.1.10 Public Opening and Evaluation of Bids</b></p>	<p>(i) Bids of eligible firms shall be opened publicly on the date &amp; time specified in the Data sheet, in the presence of the Bidders representatives who choose to attend.</p> <p>(ii) UTI Infrastructure Technology And Services Limited may award the work to more than one bidder for enrolment in a state subject to the matching of the fixed rate.</p> <p>(iii) This is a right which UTIITSL has but it is not a binding condition. UTIITSL, Though not</p>

	<p>binding generally, the distribution will be as under:</p> <ul style="list-style-type: none"> <li>✚ The distribution will be as per the mutual understanding and discussions with all selected agencies in each state.</li> <li>✚ In the matter of ranking and allocation of work the decision of UTIITSL will be final and binding.</li> </ul>
<p><b>3.1.11</b> <b>Disqualification</b></p>	<p>Purchaser may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:</p> <ul style="list-style-type: none"> <li>(i) Submitted the application after the response deadline;</li> <li>(ii) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;</li> <li>(iii) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;</li> <li>(iv) Submitted an application that is not accompanied by required documentation or is non-responsive;</li> <li>(v) Failed to provide clarifications related thereto, when sought;</li> <li>(vi) Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;</li> <li>(vii) Was declared ineligible/blacklisted by the Government of India/State/UT Government;</li> <li>(viii) Is in litigation with any Government in India.</li> </ul>
<p><b>3.1.12 Award of Contract</b></p>	<ul style="list-style-type: none"> <li>(i) The Interested Bidder/s for each State shall submit a detailed Work Plan/Methodology detailing out the area to be covered in each month and the timelines for covering the enrolment work in the geographical area. Monthly work plan be submitted at least 10 days in advance for concurrence. The Work Plan should be in line with the RFP in terms of setting up of permanent and/or mobile enrolment centers. The Purchaser shall evaluate the same and make necessary modifications which shall be mutually agreed by both parties before issuance of Letter of Intent</li> </ul>

- (ii) The Purchaser shall issue a Letter of Intent to the selected Bidder/s after mutual acceptance of the Work Plan clearly mentioning the deployment plan and tentative start date of enrolment in the states of participation.
- (iii) The Bidder/s will sign the contract as per the standard form of contract within 15 days of issuance of the letter of intent.
- (iv) The Bidder is expected to commence the assignment on the date and at the location specified in the **Section 3.2 Data Sheet**. In case the Interested Bidder fails to start the enrolment work within 30 days of issue of Letter of Award of Work/ Letter of Intent, then the Purchaser may cancel the award of work.

### 3.2. DATA SHEET

Paragraph Reference	
1	<p><b>Name and Details of Purchaser:</b></p> <p>Mr. Milind Bagul Divisional Manager UTI Infrastructure Technology And Services Limited UTIITSL Tower , Plot No 3, Sector 11, CBD Belapur, Navi Mumbai 400 614 Phone no- (022) 6793 1107 Email: <a href="mailto:milind.bagul@utiitsl.com">milind.bagul@utiitsl.com</a> Website:www.utiitsl.com</p> <p><b>Method of selection:</b></p> <p>a) Technical Evaluation of eligible Bidders b) UTIITSL intends to empanel multiple agencies per state. Accordingly after due examination of capabilities and experience of interested bidders , UTIITSL shall issue Letter of Intent only to shortlisted agencies who are willing to carry out AADHAAR enrolments at the fixed rate of Rs.31/- (inclusive of all taxes ) per successful AADHAAR enrolment for Pan India locations</p>
2	<p><b>Name of the assignment:</b> Selection of Enrollment Agencies for carrying out AADHAAR Enrolments</p>
3	<p>The Bid submission address is: Mr. Milind Bagul</p>

	<p>Divisional Manager          UTI Infrastructure Technology And Services Limited          UTIITSL Tower , Plot No 3, Sector 11,          CBD Belapur, Navi Mumbai 400 614</p> <p>Complete Bids in sealed envelopes must be submitted at given address, no later than the following date and time:          Date: <b>21.04.2015</b>          Time: <b>15.00 Hrs</b></p>
<b>4</b>	Bids shall remain valid for 90 days after the submission date.
<b>5</b>	The tenure of the contract is for 2 year from the date of signing of the contract which is further Extendable
<b>6</b>	<p>Last date for receiving the queries from the Bidders:-<b>10.04.2015, 15:00Hrs.</b></p> <p>The address for requesting clarifications is:          Mr.Milind Bagul          Divisional Manager          UTI Infrastructure Technology And Services Limited          UTIITSL Tower , Plot No 3, Sector 11,          CBD Belapur, Navi Mumbai 400 614          Phone no- (022) 6793 1107          Email: <a href="mailto:milind.bagul@utiitsl.com">milind.bagul@utiitsl.com</a>          Website:www.utiitsl.com</p>
<b>7</b>	<p>Bidder should also submit the following:</p> <p>The Bid shall contain one/ multiple States based on the geographical areas where the bidder is empanelled and interested in working matching the fixed rate.</p> <p>Bidders are requested to fill it and place it after ANNEXURE XI</p> <p>The States and corresponding remaining Enrolments (As per Statistics available on UIDAI portal and may vary) are as given below:</p>

**State /UT wise Aadhaar saturation as on 10th March 2015**

Sl.No.	Name of State/UTs	Population as per 2011 census	Aadhaar Saturation
1	Andaman & Nicobar Islands	379944	166138
2	Andhra_Pradesh	49378776	47952238
3	Arunachal_Pradesh	1382611	170288
4	Assam	31169272	243694
5	Bihar	103804637	36883815
6	Chandigarh	1054686	973473
7	Chhattisgarh	25540196	14399682
8	Dadra_and_Nagar_Haveli	342853	252523
9	Daman_and_Diu	242911	173683
10	Delhi	16753235	17739194
11	Goa	1457723	1347509
12	Gujarat	60383628	38811247
13	Haryana	25353081	21408603
14	Himachal_Pradesh	6856509	6575260
15	Jammu_and_Kashmir	12548926	4803399
16	Jharkhand	32966238	27306895
17	Karnataka	61130704	47603270
18	Kerala	33387677	31219085
19	Lakshadweep	64429	58777
20	Madhya_Pradesh	72597565	49545161
21	Maharashtra	112372972	90575561
22	Manipur	2721756	1122011
23	Meghalaya	2964007	21320
24	Mizoram	1091014	285945
25	Nagaland	1980602	856818
26	Odisha	41947358	25333486
27	Puducherry	1244464	1165704
28	Punjab	27704236	25397845
29	Rajasthan	68621012	46036424
30	Sikkim	607688	562566
31	Tamil_Nadu	72138958	48924302
32	Telangana	35220187	36231459
33	Tripura	3671032	3301032
34	Uttar_Pradesh	199581477	91684019
35	Uttarakhand	10116752	5043243
36	West_Bengal	91347736	59155887
37	Others	0	3207705
	<b>Grand Total</b>	<b>1210126852</b>	<b>786539261</b>

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The Bid Opening Date and Time:

	<p>Date: <b>21.04.2015</b></p> <p>Time: <b>15.30Hrs</b></p>
<b>10</b>	<p>Expected date for commencement of services:</p> <p>Within 15 days after award of contract</p>
<b>11</b>	<p><b>Eligibility Criteria</b></p> <ul style="list-style-type: none"> <li>• The Enrolment Agency/ consortium should have a live empanelment with UIDAI, at the time of submission of bid, for carrying out enrolment work. The agencies applied for empanelment under recent empanelment invitation published on UIDAI site can also participate in this process; however the issuance of Letter of Intent shall be subject to its successful empanelment with UIDAI.</li> <li>• Should have an active enrolment code for carrying out enrolment work under UIDAI enrolment framework.</li> <li>• Only those consortiums which have been empanelled/ applied for empanelment with UIDAI as an enrolment consortium are eligible to submit a bid. In a consortium bid, the lead agency empanelled by UIDAI shall be the lead member of the consortium and shall be responsible and liable to the Purchaser for all aspects of their bid, contract, etc.</li> </ul> <p><b>LIST OF SUPPORTING DOCUMENTS TO BE SUBMITTED.</b></p> <p>The list of mandatory supporting documents to be submitted are:</p> <ol style="list-style-type: none"> <li>1. Certificate of Incorporation from Registrar Of Companies (RoC) or Certificate of Registration/ Evidence of legal status of Bidder (Single Agency/ all Consortium members)</li> <li>2. Letter of Association in case of Consortium/ certified true copy of the consortium agreement between the Prime Bidder and the other members of the consortium, describing the respective roles and responsibilities of all the members, in meeting the overall scope and requirements of the proposed Project.</li> <li>3. Statutory Auditor Certified Financial Statements (of Single Agency/ Prime Agency in case of consortium) for last 3 financial years (Please include the sections on Profit &amp; Loss, Turnover, Assets and Balance Sheet) should be provided by all types of bidders.</li> <li>4. Declaration from the senior management citing that the organization has not been blacklisted by</li> </ol>



Central/ State/ UT Government and has not been charged for any fraudulent activity.

5. Declaration from the Senior Management citing that the service of the organization has not been terminated for unsatisfactory work or fraudulent activity by any Central/ State/ UT Government.

6. In case of NGO/ Not-for-profit organizations, declaration from the Senior Management citing that the organization is a non-political and non-denominational organization with no affiliation to any political party or religion.

7. Proof for Organization PAN number, VAT/ Service Tax number

8. Profile of the Organization giving relevant details of nature of work, Experience, infrastructure, resources etc.

9. Letter of empanelment from UIDAI

10. One or more Letter of Successful work completion (UIDAI Enrolments) in a state/s certified by client to be attached. Newly empanelled agencies with UIDAI remains exempted from this criteria.

## 4. SCOPE OF WORK

The scope of work of the Enrolling Agency (EA) is defined as follows:

**Scope as per UIDAI Guidelines (Bidder: please check details scope on [www.uidai.gov.in](http://www.uidai.gov.in) web site)**

1. Functional scope
2. Geographical scope

### 4.1 Functional scope

The functional scope of this engagement shall include all the steps from setting up permanent and / or mobile enrolment center for enrolment of residents for the Aadhaar Enrolment in various states of the country up to providing requisite MIS reports to Registrar and UIDAI on enrolments completed till the whole enrolment operation for the targeted population is completed. The functional scope shall also include the collection of demographic details as per the KYR+ data requirements of UTI Infrastructure Technology And Services Limited, if any. The Enrolling Agency shall also be responsible for delivering additional services as required by the Registrar through this RFP.

a) The scope of work of the Enrolling Agency (EA) includes the following:

- Procure enrolment hardware, software including Biometric Devices as per UIDAI specifications; Upgrade to latest requirements as per process/technology changes from time to time.
- Hire & Train Manpower for Enrolment; supervise the enrolment process at the field level to ensure that the enrolments are in accordance with prescribed processes and guidelines of UIDAI
- Enroll Operator/Supervisors; Certify, Register and Activate them at UIDAI.
- Software Installation, Configuration and Registration
- Setting up of Enrolment Centre(EC) and Enrolment Stations (ES)
- KYR+ data Requirements
- Set up a Help Desk at Enrolment Centre for Crowd Management and addressing Resident Grievances
- Help Create Awareness and support in IEC
- Capture Demographic and Biometric Data using UIDAI enrolment client
- Data Transfer to UIDAI
- MIS
- Ensuring Data Privacy and Security
- EAs will be committed to provide verifier as per the UIDAI guidelines.
- EAs are also responsible to capture additional fields time to time as per UIDAI or State/Central Government .
- The selected agency apart from establishing the camp based enrolment centers the empanelled enrollment agency also need to primarily establish static/fixed Permanent Enrollment Center at the district/sub-district/block level as per the instructions and in consideration with the respective local authority/UIDAI.

- Document Management as per UIDAI guidelines – Note that Scanning of resident documents during enrolment may be made mandatory in consultation with UIDAI. However, the enrolment agencies, awarded work under this RFP, shall not be paid any additional amount for scanned documents or any other related activities by the registrar.
- b)** The Roles and Responsibilities of Enrolment agencies shall be as per the UIDAI defined guidelines for an Enrolment Agency. Further, details regarding complete scope of work, roles, process responsibilities, and other required information can be referred from the latest versions of the following documents available in the “Process Manuals and Guidelines” section on UIDAI website <http://uidai.gov.in/registrar-enrolments.html>. The Roles and Responsibilities of Enrolment agencies shall be as per the UIDAI defined guidelines for an Enrolment Agency. Enrolment Agencies are expected to appraise itself and ensure compliance with the latest versions of policy /process/technology requirements and guidelines issued by UIDAI from time to time before submitting the proposal.
- EA roles and responsibilities – for activities that an EA needs to undertake during the Aadhaar Enrolment Program
  - Checklist for Setting up Enrolment Centre – for hardware and software requirements and specifications at enrolment centre and station level that the EA needs to arrange/procure. Note that GPS and scanning of documents may be made mandatory in consultation with UIDAI.
- c)** For Hiring and Training of Manpower, refer following documents:
- Operator roles and responsibilities – for Operator hiring
  - Supervisor roles and responsibilities -for Supervisor hiring
  - Verifier roles and responsibilities- for Verifier hiring
  - Capability Building Framework – for training of EA personnel
  - Bidder will be responsible to provide training and certifications of appointed supervisor and operators as per UIDAI guidelines.
- d)** In addition applicants must familiarize themselves with the following documents for understanding of Aadhaar process and requirements:
- Resident Enrolment Process Document
  - EA Checklist for Refresh Phase
  - Suspension Policy
  - Data Quality and Penalty Policy
  - Data Protection and Security Guidelines for EA
  - Process for Document Handover to DMS agency
  - Update Policy
  - Policy on Permanent Enrolment Centres

- Exit and Stolen Machines Policy

UIDAI accords highest priority to quality of data and will impose penalties for Demographic and Process errors. Similarly UIDAI will also impose penalties for delay in upload of Resident Data Packets or not uploading the data packets.

Enrolment Agency must appraise itself and ensure compliance with the latest versions of policy /process/technology requirements and guidelines issued by UIDAI from time to time.

#### 4.1.1 Procure Biometric Devices as per UIDAI Specifications

The enrolling agency should procure camera and biometric devices (for fingerprint and iris capture), used for capture of biometric data at the enrolling station, which conform to UIDAI specifications and certified by UIDAI appointed agencies.

#### 4.1.2 Setting up of Enrolment Stations and Enrolment Centre

The number of enrolment stations/ centers and the duration shall be decided by the Registrar taking into account a number of factors like population density, geographical and accessibility etc. The **Section 4.3** of this document provides approximate number of Enrolment Stations the Enrolment Agency is expected to set up based on the Population to be covered.

The exact location and catchment area of the permanent enrolment station and catchment area for the mobile mode enrolment station shall be decided by the registrar in consultation with the Enrolment agency. The Registrar may decide to provide the facilities to house the permanent enrolment station at these locations. A mobile mode enrolment station in this context would mean an enrolment station housed in a mobile mode vehicle with facilities as defined in this section and shall move around in the catchment area (locality) assigned until the enrolment of the target population in the locality is completed.

The minimum facilities in the setup are as follows:

##### A. Setting up of Enrolment station

Enrolment Station refers to an individual enrolment booth/enclosure inside the Enrolment Centre. The capture of Demographic and Biometric data is done in this Station. An enrolment station including a mobile mode enrolment station shall be equipped with all the necessary machinery which includes:

S. No	Checkpoints
<b>Mandatory Requirements</b>	
A	Station

A.1	<p>Laptop/Desktop available USB hub for connecting biometric and other devices; (Always Check with <b>techsupport@uidai.gov.in</b> for latest requirements).</p> <p>For ECMP version 2.0</p> <ul style="list-style-type: none"> <li>• 2Ghz,Dual core CPU or later</li> <li>• 3GB RAM or higher</li> <li>• 160GB HDD</li> <li>• Dedicated USB 2.0 Port(minimum 5 ports required)</li> </ul> <p>Note: (Windows Vista/any 64 bit Operating System is not supported)</p>
A.2	UIDAI software installed, tested, configured and registered with CIDR as per installation and configuration manual. A new version must be installed latest within one month of release on all registered laptops. VDM installed and services for the devices are running.
A.3	Iris capturing device available(record Make & Model)
A.4	Fingerprint capturing device available(record Make & Model)
A.5	Digital Camera (Record Make & Model) must conform to UIDAI's specifications.
A.6	White back ground screen, non reflecting, opaque, ~3ft wide, and with stand, available for taking photographs
A.7	Extra monitor for residents to verify their data (15-16" with a resolution above 1024x768)
A.8	All devices necessary for enrolment must conform to UIDAI's specifications
A.9	Working of all equipment at every station tested
A.10	Memory Stick for data transfer (4 GB pen drive sufficient for 1 centre/day i.e. ~5 stations. Enrolment Centre should maintain a stock of 20 days )
A.11	Printer ( A4 laser printer; must print photo with good quality receipt)
A.12	Printer Paper( Inventory for 5 stations for 10 days ~ 20 rims)
A.13	Antivirus / Anti Spyware checks
A.14	Data Card /Internet connectivity for Enrolment Client. Client synch is mandatory at least once in 10 days.
A.15	All Operators and Supervisors enrolled into AADHAAR, registered with CIDR, Certified and Activated
A.16	All Operators, Supervisors and Introducers on boarded into Aadhaar client for local authentication.
A.17	The pre-enrolment data from the Registrars, if used, is available for import on laptops
A.18	If Registrar has additional fields to be captured , then the KYR+ software for capturing the KYR+ fields is configured and tested

A.19	Sponge for wetting and hand-cleaning cloth available
A.20	GPS Receiver as per UIDAI specs
A.21	Hardware keys for Enrolment Stations for security reason (may be prescribed by UIDAI later)
A.22	Scanner for scanning documents during enrolment, where scanning is being used (pre-scanned documents can also be attached)

## B. Setting up of Enrolment Centre

Enrolment Centre refers to the premises located in the area where the enrolment is being carried out. The location for the enrolment center and minimum number of enrolment stations shall be determined by the Enrolling agency as per the formula given in **Section 4.3** and approved by the Registrar. The enrolment plan shall be prepared by the Enrolment Agency and shared with the registrar. One Enrolment Centre can host a single or multiple Enrolment Stations. Following are the specifications for a permanent/mobile mode enrolment center.

B	Centre
B.1	Backup power supply (generator) of 2 KVA capacity for every five enrolment stations kept in a centre
B.2	Fuel to run the generators
B.3	Printed Aadhaar Enrolment/Correction Forms available in sufficient numbers at centre / pre-distributed.
B.4	Bubble packed, water resistant, envelopes (CD mailer) for transferring pen drives/ hard disks to CIDR (2 Envelopes/day/centre. Enrolment Centre should maintain a minimum stock of 20 days )
B.5	Download and install latest version of Aadhaar SFTP client if using online mode for data transfer to CIDR. All packets need to be uploaded within 20 days of enrolment. The enrolment client will freeze if packet pending for uploads exceed 1000 on the station.
B.6	Photocopier for xerox of resident's PoI,PoA documents(or provisions as per contract)
B.7	Data Backup of each station at least twice a day on an external hard disk (backup should be maintained for a minimum period of 60 days).
B.8	Adequate lighting, fans & power points for plugging various biometric devices available
B.9	Local authorities informed of enrolment State
B.10	Introducers informed of enrolment State
B.11	Banner for the Enrolment Centre placed at entrance
B.12	Posters depicting enrolment process in English & the local language present in visible places

B.13	Grievance handling Helpline Number and other important numbers displayed prominently inside/outside the enrolment centre
B.14	The User Manual of the software available for ready reference & operators aware of the same
B.15	Ink pad for taking thumb impressions on consent where resident/introducer is unable to sign
B.16	External Hard disk for taking backup
B.17	Mobile phone/ Land phone/Internet available for immediate communication with UIDAI /Registrars etc

**C. Other Requirements at Enrolment Centre are listed as below:**

	Desired
<b>C</b>	<b>Other Logistics</b>
C.1	Extension box for Power Cord
C.2	Water, soap and towel for cleaning hands
C.3	Drinking water facility available
C.4	Sufficient number of tables and chairs for enrolment station operators
C.5	Chairs/benches available in shade for waiting enrollees
C.6	Hall / room spacious & furniture organized to minimize movement of enrollee while capturing biometric information
C.7	At least one station is suitable for physically challenged, pregnant women, women with infants and elderly enrollees. This station is clearly marked with a visible banner. Enrolment centre is preferably setup in ground floor.
C.8	Carry cases for all devices available
C.9	Material for cleaning biometric instruments and laptops as specified by device manufacturers
C.10	A separate enclosure to enroll "purdah-nasheen" women available
C.11	Sufficient no. of operators available for job rotation & preventing operator fatigue
C.12	Lady operators / volunteers to assist women enrollees
C.13	Security arrangement in place to stop enrollees from carrying bags / suitcases or any other material into the enrolment centers
C.14	A ramp is provided for disabled and old age people; It is recommended that the centre should be setup in the ground floor of the building
C.15	First aid kit available
C.16	ORS kit available for areas in extreme heat conditions

## D. Health & Safety Considerations

D Enrolment Center - Health & Safety Considerations	
D.1	All the electrical equipment are properly earthed
D.2	All wiring on the floor or along the walls properly insulated
D.3	Wiring required for the generator backup and for connecting the various devices used for enrolment neatly organized
D.4	Fuel for generator or any other inflammable material stored away from the enrolment area
D.5	Fire safety equipment available handy
D.6	Power generator kept sufficiently away from the enrolment stations
D.7	Local Emergency Help numbers available at the center & operators aware of the same

- i. An enrolment center shall be manned by a supervisor and technical personnel in addition to the operators at the enrolling stations. A ratio of 5:1 operators to supervisors as well as operators to technical staff subject to a minimum of one supervisor per one enrolment centre should be maintained by the Enrolment Agency.
- ii. The premises of the enrolment center are expected to be provided by the Government authorities wherever available. However the enrolling agency shall ensure required infrastructure like connectivity, power (if not already available) etc. with the help of the local body authorities. In cases where such facilities are not available, the enrolling agency shall be responsible for providing alternate arrangements like power generator etc.
- iii. An area in the enrolment center shall be clearly demarcated for enrollees waiting to be enrolled and facilities for seating should be provided.
- iv. In case of mobile mode enrolment centers/stations also, the decision on frequency/period of availability shall be decided by the Registrar based on density of population, geographical terrain etc

### 4.1.3 Hire & Train Manpower for Enrolment

#### (i) Hiring Manpower:

The Enrolling Agency shall hire manpower to operate the enrolment station/center as per the guidelines prescribed by UIDAI.

**Operator:** An Operator is employed by an Enrolment Agency to execute enrolment at the enrolment stations. To qualify for this role, person should satisfy the following criteria:

- The person should be of age 18 years and above.



- The person shall be minimum 10+2 pass.
- The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.

Before starting work as an Operator:

- The Operator should have been enrolled for Aadhaar and his/her Aadhaar number should have been generated.
- The Operator should have undergone training on the process of UID Enrolment and various equipment and devices used during Aadhaar enrolment. Organizing this training is the responsibility of the EA
- The Operator should have obtained certificate from a testing and certifying agency authorized by UIDAI.
- The Operator should have been activated, in accordance with UIDAI guidelines, prior to commencing enrolments. The Enrolment Agency is required to have a unique Operator ID for each, to activate them.

**Supervisor:** A Supervisor is employed by an Enrolment Agency to operate and manage enrolment centers. It is mandatory to have one Supervisor at each Enrolment Centre.

To qualify for this role, the person should satisfy the following criteria:

- The person should be of age 18 years and above.
- The person shall be 10+2 pass and should preferably be a graduate
- The person should have a good understanding and experience of using a computer
- The person should preferably have prior experience of working in Aadhaar Enrolment program

Before starting work as a Supervisor:

- The Supervisor should have been enrolled for Aadhaar and his/her Aadhaar number should have been generated.
- The Supervisor should have undergone training on the process of UID Enrolment and various equipment and devices used during Aadhaar enrolment.
- The Supervisor should have obtained certificate from a testing and certification agency appointed by UIDAI.
- The Supervisor should have been activated in accordance with UIDAI guidelines prior to commencing enrolments. The Enrolment Agency is required to have a unique ID for each, to activate them.

**Technical personnel:** The enrolling agency shall hire Technical personnel to provide technical support during enrolment at the enrolment centers.

**Induction training:** After hiring the personnel as described above, the Enrolment Agency should impart induction training on the various activities involved in the enrolment process to enable them to understand and adjust to the

local situation. The induction training is to be given just before actual deployment of the personnel for enrolment operations. The period of induction training shall be from 10 to 15 days.

**(ii) Training of Manpower:**

The EA shall identify resources to employ in the Enrolment operations, get them trained and certified and then deploy them on the enrolment stations. UIDAI shall empanel training institutes to impart training in UIDAI prescribed enrolment operations. Enrolment Agencies may opt for engaging specialized training agencies (only those who have been empanelled with UIDAI) for providing training to its enrollment personnel. However the enrolling agencies may also train their own manpower subject to certain conditions as prescribed below.

- i) The training schedule and content shall be as prescribed by UIDAI on its website.
- ii) The enrolment agency may prefer to have master trainers onboard. Master trainers shall be identified by the Enrolment Agency from its pool of trainers and get them trained by UIDAI/ its representative as per its State. Master trainers shall train the trainers.
- iii) The Enrolment Agency shall have the requisite number of trainers for training its personnel. Trainers have to be trained by the Master trainers and should have passed the certification exam.
- iv) The training and enrolment operations shall be separate activities.
- v) Duration of the training will vary depending on the category/ level of the participant and shall be prescribed by UIDAI on its website.
- vi) The Enrolling Agency providing in house training shall translate the training material into local language and hand it over to the course participants.
- vii) The Enrolment Agency shall ensure the availability of the requisite infrastructure for imparting training which shall include:
  - a. Availability of at least two sets of the enrolment stations for training purposes
  - b. Certified trainersThe size of a batch for training shall not exceed 40 per batch.
- viii) The training State and contents for training shall be defined by UIDAI/its representative.
- ix) The manpower trained by the Enrolling Agency/Empanelled training agency shall be considered qualified only after passing the Certifying test conducted by a Testing and Certifying Agency authorized by UIDAI. Therefore the agency shall coordinate with the testing agency for testing and certifying its trainees.
- x) The agency shall be subject to process audits for training from time to time by UIDAI/ its representative.

An individual can undergo self training based on the content provided on the UIDAI website and attend the certification test. Upon successful certification the individual is deemed competent to perform in the role he is certified and can be hired by the Enrolment agencies for enrolment operations.

#### 4.1.4 Roles and Responsibilities

Roles and Responsibilities of Registrar, Enrolment Agency and their personnel like Introducers, Verifiers, Operators and Supervisors are defined with respect to Aadhaar processes and the latest versions of these documents are available in the “Process Manuals and Guidelines” section on UIDAI website <http://www.uidai.gov.in/registrar-enrolments.html>

- i) Roles and responsibilities
- ii) Resident Enrolment Process Document

#### 4.1.5 Conduct Enrolment Operations as per Standard Processes specified by UIDAI/Registrar

Prior to the commencement of the Enrolment operations the Enrollment Agency shall work closely with the local governing bodies, key introducers in publicizing the UID, its importance and schedule for UID registration in that location. During the enrolment operation also publicity and awareness shall be done in coordination with the local authorities to encourage UID registrations. All content and material for such publicity will be jointly worked by UIDAI/Registrar and shall conform to specifications laid down by UIDAI which only will be use by EAs.

The Enrolment Agencies would use the software provided by the UIDAI/Registrar for the collection of demographic data and the biometric data. The software will be supported by a User Manual. The Registrar will provide pre enrolled data to agencies, if available.

UIDAI has defined clear-cut standard processes for Aadhaar enrolment which are published on UIDAI website.

#### 4.1.6 Send Enrolment Data to UIDAI and Registrar

The enrollment data must uploaded through SFTP client of UIDAI within the prescribed time limit notified from time to time. The registrar packet of enrollment data must also be transferred on the same day.

The UIDAI has issued separate instructions on capture, storage and handing over of documents i.e. Consent Slip, Enrollment Form, PoI, PoA and POR documents to DMS agency. The instructions are available on website <http://uidai.gov.in>. The selected Enrollment Agency has to ensure adherence to these instructions.

UIDAI may mandate GPS and scanning of resident document in future. UIDAI may further revise DMS process in future for compliance.

#### 4.1.6 Additional Services to be provided by the Enrolment Agency

- Help filling the enrolment forms for the illiterate.
- Photo-copying of POI and POA of enrollee, if needed, should be done free of cost. As and when Scanning policy comes in place, EA will have follow the same and/or adhere to any other UIDAI prescribed process for DMS.
- Establishment of permanent or mobile mode enrolment centers, second-time for mop-up Enrolment.

- Development of software to capture KYR+ data.
- The operator should mandatorily ask from resident for consent for sharing data for availing various welfare schemes of Government.
- Apart from fresh enrolments these centres can also be used for finding the status of Aadhaar enrolments, e-Aadhaar letter printing and Lost UID enrolments. The Purchaser envisages having the same facilities to be provided in the PECs whereby residents will be able to know their Aadhaar Status, e-Aadhaar letter printing etc.
- The Enrolment Agency shall adhere about the updating of information of the residents (demographics & biometrics) and follow the latest UIDAI guidelines issued by UIDAI time-to-time.
- The Enrolment Agency should follow the guidelines for providing existing services as well as for new services by UIDAI from time to time.

#### 4.1.7 Privacy & Security

Enrolling agencies are responsible to make sure that the data is kept in a very secure and confidential manner and under no circumstances, shall they either use the data themselves or part with the data to any other agency other than the UIDAI and / or Registrar in case of KYR+ data. Mechanisms to ensure the same have to be put in place by the Enrolling agency and shall be subject to audit by UIDAI/Registrar/their representative from time to time.

#### 4.1.8 Provide Electronic MIS Reports on Enrolment Status

Enrolment Agency shall send enrollment statistics on enrolment status to Registrar/UIDAI on a regular basis. The formats and contents of the MIS reports shall be decided by the UIDAI/Registrar.

## 4.2 Geographical Scope

The geographical location/area to be catered to by the Enrolment Agency is as follows: The indicative State wise Aadhaar saturation Report (till 10<sup>th</sup> March 2015). Bidder can also check latest status on UIDAI web site

Sl.No.	Name of State/UTs	Population as per 2011 census	Aadhaar Saturation	Aadhar Remaining	Saturation%
1	Andaman & Nicobar Islands	379944	166138	213806	44
2	Andhra_Pradesh	49378776	47952238	1426538	97
3	Arunachal_Pradesh	1382611	170288	1212323	12
4	Assam	31169272	243694	30925578	1
5	Bihar	103804637	36883815	66920822	36
6	Chandigarh	1054686	973473	81213	92
7	Chhattisgarh	25540196	14399682	11140514	56
8	Dadra_and_Nagar_Haveli	342853	252523	90330	74
9	Daman_and_Diu	242911	173683	69228	72
10	Delhi	16753235	17739194	-985959	106
11	Goa	1457723	1347509	110214	92
12	Gujarat	60383628	38811247	21572381	64

13	Haryana	25353081	21408603	3944478	84
14	Himachal_Pradesh	6856509	6575260	281249	96
15	Jammu_and_Kashmir	12548926	4803399	7745527	38
16	Jharkhand	32966238	27306895	5659343	83
17	Karnataka	61130704	47603270	13527434	78
18	Kerala	33387677	31219085	2168592	94
19	Lakshadweep	64429	58777	5652	91
20	Madhya_Pradesh	72597565	49545161	23052404	68
21	Maharashtra	112372972	90575561	21797411	81
22	Manipur	2721756	1122011	1599745	41
23	Meghalaya	2964007	21320	2942687	1
24	Mizoram	1091014	285945	805069	26
25	Nagaland	1980602	856818	1123784	43
26	Odisha	41947358	25333486	16613872	60
27	Puducherry	1244464	1165704	78760	94
28	Punjab	27704236	25397845	2306391	92
29	Rajasthan	68621012	46036424	22584588	67
30	Sikkim	607688	562566	45122	93
31	Tamil_Nadu	72138958	48924302	23214656	68
32	Telangana	35220187	36231459	-1011272	103
33	Tripura	3671032	3301032	370000	90
34	Uttar_Pradesh	199581477	91684019	107897458	46
35	Uttarakhand	10116752	5043243	5073509	50
36	West_Bengal	91347736	59155887	32191849	65
37	Others	0	3207705		

- Permanent Enrolment centres to be set up at the various branches of UTIITSL located in different geographical scope (As per Annexure VII)
- Target Population – Minimum 10% of remaining Enrolment to be done in a particular Geographical Scope of work
- *Service Levels and Penalty Clauses*

EA's performance shall be assessed during the execution of the project / assignment and any deficiencies and short-falls shall be dealt with in accordance of the contract terms associated with the project / assignment. It could also lead to termination/withdrawal of empanelment as well as imposition of penalties.

In addition to, but not limited to, the enrolment related quality, standards and guideline issued on time to time by UIDAI, stated in various section of this RFP and respective reference doc/guidelines issued/ will be issued by UIDAI, this section of RFP provide the parameters that shall be monitored by Purchaser with respect to setting up of required number of enrolment stations.

**Penalty as per UIDAI guidelines (subject to future change as decided by UIDAI):-**

Sl. No.	Performance Indicator	Service Level Metric	Penalty on breach of service level (imposed monthly)
<b>Service Level Metrics and Penalties as per policy of UIDAI</b>			
1	Penalty for Process Violation, data quality and Delay in upload of enrolment packet to UIDAI	As per policy framed, issued and modified by UIDAI from time to time . Any change in policy made subsequent to signing of the contracts shall also be applicable automatically	As per policy framed, issued and modified by UIDAI from time to time. Any change in policy made sub sequent to signing of the contracts shall also be applicable Automatically.
<b>Registrar level Service Level Metrics and Penalties</b>			
1	Submission of Enrolment Center Wise MIS	Every week on Monday during the project period (The purchaser reserves the right to modify the method of MIS during contract period)	As per UIDAI guidelines
2	Delay in submission of documents to DMS agency as per UIDAI standards.	Total Duration of Project	The payment will be withheld on pro rata basis.
3	Non-collection/non-submission of documents to DMS agency	Total Duration of Project	The payment will be withheld on pro rata basis.

#### Capping on penalty

- The capping on account of Service Level Metrics and Penalties as per policy of UIDAI shall be 5% of the contract value.
- There shall be 10% overall capping on account of Registrar level Service Level Metrics and Penalties on monthly payment.
- There shall be overall 10% capping on account of Registrar level Service Level Metrics and Penalties of the contract value during the contract period.
- The performance of the EAs will be reviewed by Registrar as per the Quality Objectives recommended by UIDAI on a monthly basis .If the performance of the EAs found to be unsatisfactory for continuous three months during entire project (during any phase) the Registrar will reserve the rights to terminate the services of the EAs by giving 15 days notice .
- The penalties should be applicable on back to back basis as per the UIDAI policy and sanction orders.

#### 4.4 General Terms and Conditions

The following terms and conditions are of a general nature, and are given here only for the information of the prospective enrolling agencies.

**4.4.1 Relationship:** Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the 'UTIITSL and Bidder. No partnership shall be constituted between the two by virtue of this work award, nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party, or represent that by virtue of this or any other empanelment, a partnership has been constituted, or that it has any such power. The bidder shall be fully responsible for the services performed by them or on their behalf.

**4.4.2 Fraud and Corruption:** The enrolment agencies awarded work through this process must observe the highest standards of ethics during the performance and execution of the awarded contract(s).

**4.4.3** UTIITSL will reject the bid/ revoke the award of work/ terminate the contract, if the bidder has been determined by UTIITSL to having been engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

These terms are defined as follows:

- "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of UTIITSL or any personnel in contract executions.
- "Fraudulent practice" means a misrepresentation of facts, in order to influence a procurement process or the execution of a contract, to UTIITSL, and includes collusive practice among applicants (prior to or after Proposal submission) designed to establish proposal prices at artificially high or noncompetitive levels and to deprive UTIITSL of the benefits of free and open competition.
- "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to.
- "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- "Collusive practices" means a scheme or arrangement between two or more bidders with or without the knowledge of the UTIITSL, designed to establish prices at artificial, noncompetitive levels;

**4.4.4 Governing Language:** All contracts and documents shall be written in English Language.

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

**4.4.6 Indemnity:** The applicants will indemnify UTIITSL/UIDAI against any misuse of its Name and Logo. For any such misuse the bidder themselves will be held responsible. UTIITSL/ UIDAI will take necessary actions for such cases and will not be responsible for any miscommunication or harm caused to any party because of any misrepresentation of its name and logo by the applicant.

**4.4.7 Conflict of Interest:** The award of works requires that bidder enrolment agencies shall provide professional and objective services and at all times hold the purchaser's interests paramount, strictly avoid conflicts of interest with other assignments or their own corporate interests and act without any consideration for future work. The fidelity of the enrolment process and the enrolment data shall be maintained at all times.

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

**4.4.9 Conflicting relationships:** A Bidder (including its Personnel and Sub- Agencies) that has a business or family relationship with a member of the UTIITSL/ UIDAI staff who is directly or indirectly involved in any part of:

- The preparation of the Terms of Reference of the project/ assignment,
- The selection process for such project / assignment

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

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

**4.4.12 Right to Inspect and Audit without any notice:** UTIITSL/ UIDAI shall have the right to:

- Carry out any inspection, background checks, audits of the empanelled enrolling agencies
- Verify any allegations made by/ made against the enrolling agencies
- Carry out scheduled/ un-scheduled visits to any of the enrolment centers/ stations manned by the enrolling agencies by authorized officials/ nominated agencies.
- Oversee the processes and operations of the enrolling agencies
- Impose decisions on empanelment status /empanelment tiers / Renewal request/ Upgrade of empanelment tiers, based on Performance Monitoring at the Enrolment Centers and data analysis

#### **4.5 Commencement, Completion, Modification and Termination of Contract**

Purchaser entering into contract with the EA, reserves the right to withdraw award of work / terminate contract and forfeit the bank guarantee in any of following circumstances by giving the written notice of 7 days to EA:

- i) Submission of false particulars/fake documents, information provided is found to be incorrect.
- ii) Evidence of sub-contracting of enrolment work
- iii) Contract conditions are not met within the specified time period.
- iv) Bidder becomes insolvent, bankrupt; resolution is passed for the winding up of the bidder's organization.
- v) Significant changes to the organization leading to change of management, or in the course when the enrolments are being conducted are not notified to purchaser.
- vi) Non co-operation during audits/inspections by UIDAI/Registrars/auditing agencies empanelled/ appointed by these.
- vii) Conditions arising from audits are not met within the specified time period.
- viii) Misleading claims about the setting up of ESs and/or empanelment status are made.
- ix) Clear evidence is received that empanelled agency is in breach of copyright.
- x) Non-adherence to the UIDAI/registrar's prescribed enrolment processes and guidelines, which include usage of certified biometric devices, use of latest enrolment client version, timely client sync and upload of resident data packets.
- xi) Not uploading correct enrolment centers and respective contact persons details.



- xii) Poor quality of biometrics and demographics data.
- xiii) Poor performance reports/Complaints received against the Enrolment Agency.
- xiv) Deploying Enrolment Operators/supervisors who either do not have their Aadhaar generated and/or are uncertified and /or inactive as per UIDAI activation protocols.
- xv) Not maintaining the confidentiality of the documents, data collected or any other violation of UIDAI data security guidelines for Enrolment Agencies.
- xvi) Non-provision of necessary infrastructure at the enrolment centers.
- xvii) Undertaking enrolment operations at locations without valid agreement /approval of the Registrars
- xviii) If the agency is delisted from the empanelment list of UIDAI and / or the enrolment code allotted by UIDAI is revoked.

#### **4.6 Payment to the Enrolment Agency**

Payments shall be made to the Enrolment Agency by the Registrar on a monthly basis based on the number of Aadhaar Generated and coverage of the scope of work. Registrar will make payment to EA subject to receipt of payment from UIDAI. This payment shall be subject to adherence to the Service Level Agreements and after recovering of the full amount of penalty if any, imposed on the bidder by UTIITSL. Therefore 90% will be made on monthly basis after release of payment by UIDAI and 10% payment will be made after compilation / submission of DMS as per UIDAI guidelines. The penalty shall be recovered from the monthly payment done to the EA.

## 5. GENERAL PROPOSAL

The General Proposal shall consist of the Technical Proposal Submission Form and the Technical Proposal Application Form and the documents required as per the list of mandatory documents as given in **Para 5.1 of Data Sheet**

It is the responsibility of the applicants to provide all supporting documents necessary to fulfill the mandatory eligibility criteria. In case, information required by UTIITSL is not provided by applicant, UTIITSL shall proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant. Non-submission of any of the required documents as per the list of mandatory documents given in **Section 3.2 Data Sheet** shall be grounds for rejection of the Proposal.

### 5.1 General Proposal - Covering Letter

The Bidders shall submit the General Proposal – Covering Letter as given in **Annexure I**

### 5.2 Application Form

The Bidders shall submit the application Form as given in Annexure II. The Bidders shall also submit all the mandatory documents as per RFP.

### 5.3 Checklist- Technical capabilities

The bidders shall furnish all the required information as given in ANNEXURE III. All supporting documents are mandatorily to be submitted by the bidder.

### 5.4 Consent Form

The bidders are expected to fill the form carefully based on the states of their interest and eligibility to carry out AADHAAR enrolments in the region. Bidders are expected to provide the consent in Yes/No formats in the final consent column.

## ANNEXURES

### Annexure I – General Proposal Covering Letter

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

To,

Mr. Milind Bagul

Divisional Manager

UTI Infrastructure Technology And Services Limited

UTIITSL Tower, Plot No 3, Sector 11,

CBD Belapur, Navi Mumbai 400 614

Phone no- (022) 6793 1107

Dear Sir,

#### **Ref: Request for Proposal (RFP) Notification dated 27.03.2015**

1. Having examined the RFP document we, the undersigned, here with submit our response and consent to your RFP Notification dated 27.03.2015 for carrying out AADHAAR enrolments, in full conformity with the said RFP document.(in case of consortium, the names of the consortium partners shall be provided here)
2. We have read the provisions of the RFP document and confirm that these are acceptable to us. Hence, we are here by submitting our Proposal, which includes our technical capabilities and consent for undertaking AADHAAR enrolments in the states of our interest.
3. We further declare that additional conditions, variations, deviations, if any, found in our RFP shall not be given effect to.
4. We agree to abide by this RFP, consisting of this letter, the detailed response to the RFP General proposal and all attachments, for a period of 90 days from the closing date fixed for submission of proposal as stipulated in the RFP document.
5. We would like to declare that we are not involved in any litigation with any Government in India and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
6. We hereby declare that we have not been blacklisted by any Central/State/UT Government.
7. We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government.
8. We hereby declare that all the information and statements made in this RFP are true and accept that any misrepresentation contained in it may lead to our disqualification.
9. We understand that UTIITSL is not bound to short-list/ accept any Proposal received in response to this RFP.
10. In case we are engaged by the UTIITSL as an Enrolling Agency, we shall provide any assistance/cooperation

required by *UTIITSL*, UIDAI appointed auditing agencies/UIDAI officials for performing the auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.

11. In case we are engaged as an Enrolling Agency, we agree to abide by all the terms& conditions of the Contract that will be issued by UTIITSL

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	

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

Sincerely,

[Applicant's Name with seal]

Name:

Signature:

Title:

Date:

## Annexure II - Application Form

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

	separately): a) Principal field(s) of activity/operation b) Principal sources of funding c) Managing Committee/ Governing Body/ Office Bearers		
8	Contact Name ,Designation, Address, Email &Phone numbers:		
9	Net Worth of the Single Agency/ Prime Agency as on 31 March 2014,incaseofa Private/ Commercial organization/ PSU/ Govt. Company/ Autonomous Body, duly certified by the Company Auditor (do not include intangible assets)	<b>Assets in INR Lakhs</b>	<b>Liabilities in INR Lakhs</b>
		Current Assets	Short term Liabilities
		Fixed Assets	Long term Liabilities
		Long term investments	
		<i>Total Assets (A)</i>	<i>Total Liabilities (B)</i>
		<b>Total Net Worth as of</b>	
10	Turnover of Single Agency/ Prime Agency in the previous two financial years in case of Private/ Commercial organization/ PSU/ Govt. Company/ Autonomous Body, duly certified by the Auditor and as evidenced from the provided Financial Statements	<b>Financial Year</b>	<b>Turnover in INR Lakhs</b>
		2011-12	
		2012-13	
		2013-14	

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

## Annexure III Check List for Technical capabilities

### SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

SL No.	Description of requirement	YES / No	Page No.
1	Certificate of Incorporation from Registrar Of Companies (RoC) or Certificate of Registration/ Evidence of legal status of Bidder (Single Agency/ all Consortium members)		
2	Letter of Association in case of Consortium/ certified true copy of the consortium agreement between the Prime Bidder and the other members of the consortium, describing the respective roles and responsibilities of all the members, in meeting the overall scope and requirements of the proposed Project.		
3	Company Auditor Certified Financial Statements (of Single Agency/ Prime Agency in case of consortium) for last 3 financial years (Please include the sections on P&L, Turnover, Assets and Balance Sheet) should be provided by all types of bidders.		
4	Declaration from the senior management citing that the organization has not been blacklisted by Central/ State/ UT Government and has not been charged for any fraudulent activity.		
5	Declaration from the Senior Management citing that the service of the organization has not been terminated for unsatisfactory work or fraudulent activity by any Central/ State/ UT Government.		
6	In case of NGO/ Not-for-profit organizations, declaration from the Senior Management citing that the organization is a non-political and non-denominational organization with no affiliation to any political party or religion.		
7	Proof for Organization PAN number, VAT/ Service Tax number		
8	Profile of the Organization giving relevant details of nature of work, Experience, infrastructure, resources etc.		
9	Letter of empanelment of UIDAI		

10	EMD of Rs 10.00 lakh(in INR)		
11	Tender Fees of Rs 5000/-		

**Declaration by the Tenderer**

This is to certify that we before signing this tender No .....

Dated .....

Have ready and fully understood all the terms and conditions contained herein and undertake myself / ourselves to abide by them.

Signature of Tender with Seal

Name

Seal

Office Address

Phone

**NOTE**

*Submission of all the documents mentioned above along with declaration is mandatory. Non-submission of any of the information above may attract rejection of the bid.*



## Annexure IV –Consent Letter

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

To,

Mr. Milind Bagul

Divisional Manager

UTI Infrastructure Technology And Services Limited

UTIITSL Tower, Plot No 3, Sector 11,

CBD Belapur, Navi Mumbai 400 614

Phone no- (022) 6793 1107

Dear Sir,

We hereby declare that we have read the provisions of RFP document and all other necessary information and statements as per the UIDAI Guidelines for Enrolment Agencies given in the UIDAI website in the Registrar –Enrolments section. The furnished information in this Proposal is true and accepts that any misinterpretation contained in it may lead to our disqualification.

If we are empanelled as per decision of UTIITSL, we shall abide to all the terms and conditions applicable to Enrolment agency as per UIDAI Guidelines. As an Enrolment agency, we shall undergo the AADHAAR enrolments at the rate of Rs.31/- (inclusive of all taxes) per successful AADHAAR generation for all proposed States.

We are aware that the total cost is inclusive of all costs like the equipment costs, manpower costs, logistics for transfer of data to CIDR / State data centre, cost of scanning of document if implemented by UIDAI, DMS dispatch cost, vehicle costs, travel and lodging costs, taxes and duties and any other miscellaneous costs. We are fully aware of penalty clauses related to the project as defined by UIDAI.

We also accept the fact that there may be multiple empaneled agencies for executing the job of enrolments for a State and the assignment of the job to the agencies will be as per sole discretion of UTIITSL.

We declare that we are not blacklisted by any Government/Private entity nor are involved in any litigation with any Government of India Company and we are not under a declaration of ineligibility for corrupt and fraudulent practices.

We understand that UTI Infrastructure Technology And Services Limited is not bound to award/accept/shortlist any bid received in response to this RFE.

In case we are engaged by the UTI Infrastructure Technology And Services Limited as an EA, we shall provide any assistance/cooperation required by UTI Infrastructure Technology and Services Limited, UIDAI appointed auditing agencies/ UIDAI officials for performing their auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.

Geographical areas of our interest for undertaking enrolment activities for various States along with our State wise consent to carry out the job at the rate of Rs 31/- per successful AADHAAR generation :

<b>States</b>	<b>Costs In INR (incl of all taxes)</b>	<b>Costs In Words</b>	<b>Consent Yes/No</b>
Meghalaya	Rs.31/-	Rupees Thirty one only	
Arunachal Pradesh	Rs.31/-	Rupees Thirty one only	
Bihar	Rs.31/-	Rupees Thirty one only	
Uttarakhand	Rs.31/-	Rupees Thirty one only	
Nagaland	Rs.31/-	Rupees Thirty one only	
West Bengal	Rs.31/-	Rupees Thirty one only	
Gujarat	Rs.31/-	Rupees Thirty one only	
Jharkhand	Rs.31/-	Rupees Thirty one only	
Tamil Nadu	Rs.31/-	Rupees Thirty one only	
Karnataka	Rs.31/-	Rupees Thirty one only	
Maharashtra	Rs.31/-	Rupees Thirty one only	
Lakshadweep	Rs.31/-	Rupees Thirty one only	
Punjab	Rs.31/-	Rupees Thirty one only	
Sikkim	Rs.31/-	Rupees Thirty one only	
Goa	Rs.31/-	Rupees Thirty one only	
Himachal Pradesh	Rs.31/-	Rupees Thirty one only	
Delhi	Rs.31/-	Rupees Thirty one only	
Assam	Rs.31/-	Rupees Thirty one only	
Mizoram	Rs.31/-	Rupees Thirty one only	
Chhattisgarh	Rs.31/-	Rupees Thirty one only	

Jammu & Kashmir	Rs.31/-	Rupees Thirty one only	
Manipur	Rs.31/-	Rupees Thirty one only	
Andaman & Nicobar islands	Rs.31/-	Rupees Thirty one only	
Orissa	Rs.31/-	Rupees Thirty one only	
Dadra and Nagar Haveli	Rs.31/-	Rupees Thirty one only	
Madhya Pradesh	Rs.31/-	Rupees Thirty one only	
Daman and Diu	Rs.31/-	Rupees Thirty one only	
Haryana	Rs.31/-	Rupees Thirty one only	
Tripura	Rs.31/-	Rupees Thirty one only	
Chandigarh	Rs.31/-	Rupees Thirty one only	
Pondicherry	Rs.31/-	Rupees Thirty one only	
Kerala	Rs.31/-	Rupees Thirty one only	
Andhra Pradesh	Rs.31/-	Rupees Thirty one only	
Telangana	Rs.31/-	Rupees Thirty one only	
Uttar Pradesh	Rs.31/-	Rupees Thirty one only	
Rajasthan	Rs.31/-	Rupees Thirty one only	

Signature of Tenderer with Seal  
Name

Company Seal

Office Address

Phone  
Mail ID

## Annexure V – Guidelines for Enrolment

For guidelines pertaining to Resident Enrolment for Aadhaar refer the latest versions of the following documents available in the “Process Manuals and Guidelines” section on UIDAI website <http://www.uidai.gov.in/registrar-enrolments.html>

- iii) Resident Enrolment Process Document
- iv) EA roles and responsibilities – for activities that an EA needs to undertake during the Aadhaar Enrolment Program
- v) EA Checklist for Refresh Phase
- vi) Checklist for Setting up Enrolment Centre – for hardware and software requirements and their specifications at enrolment centre and station level that the EA needs to arrange/procure. Note that GPS and scanning of documents will be made mandatory by UIDAI.
- vii) Operator roles and responsibilities – for Operator hiring
- viii) Supervisor roles and responsibilities -for Supervisor hiring
- ix) Capability Building Framework – for training of EA personnel
- x) Suspension Policy
- xi) Data Quality and Penalty Policy
- xii) Data Protection and Security Guidelines for EA
- xiii) Process for Document Handover to DMS agency
- xiv) Update Policy
- xv) Policy on Permanent Enrolment Centres
- xvi) Stolen Machines Policy
- xvii) Exit Policy

## Annexure VI – Specification and Formats for capture of KYR+ Information

Details, specification and formats for the capturing of KYR+ information should be as per the State UIDAI.

### Annexure VII – List of UTIITSL Offices

ZONE	CITY	ADDRESS
West	AHMEDABAD	UTI Infrastructure Technology And Services Limited, G-3, Chitra-Ami Apartment, Opp. Old RBI, Near Times of India Bldg, Ashram Road, AHMEDABAD – 380009
West	BHOPAL	UTI Infrastructure Technology And Services Limited, 75, Zone - II, Mezzanine Floor, M. P. Nagar, BHOPAL - 462011
West	GOA	UTI Infrastructure Technology And Services Limited, EDC House, Wing C, Shop No. 30, Ground Floor, Dr. Dada Vaidya Road, PANAJI, GOA - 403001
West	INDORE	UTI Infrastructure Technology And Services Limited, City Centre, 2nd Floor, Unit No. 217 and 217 - A570, M. G. Road, INDORE (M.P) - 452003
West	KOLHAPUR	UTI Infrastructure Technology And Services Limited, 198, A/3/9, Kawala Naka, Balkrishna Chambers, 1st Floor, KOLHAPUR - 416005
West	MUMBAI	UTI Infrastructure Technology And Services Limited, Ground Floor, 2, Asha Deep Building, Azad Road, ANDHERI (East), MUMBAI - 400069
West	MUMBAI	UTI Infrastructure Technology And Services Limited, UTI Institute Building, Plot # 82, Sector 17, VASHI, NAVI MUMBAI - 400705
West	MUMBAI	UTI Infrastructure Technology And Services Limited, Plot No. 3, Sector 11, CBD BELAPUR, NAVI MUMBAI – 400614

West	MUMBAI	UTI Infrastructure Technology And Services Limited, Santoshi Niwas, Behind Punjab National Bank, Shivaji Path, THANE (West) - 400601
West	MUMBAI	UTI Infrastructure Technology And Services Limited,Shraddha Shopping Arcade, Ground Floor,S. V. Road,BORIVALI (West),MUMBAI - 400092
West	MUMBAI	UTI Infrastructure Technology And Services Limited, LOTUS COURT, 196, Jamshedji Tata Road, Backbay Reclamation, MUMBAI - 400020
West	MUMBAI	UTI Infrastructure Technology And Services Limited, Unit No. 2, Block-B, Gulmohar Cross Road No. 9, JVPD Scheme, JVPD, MUMBAI - 400049
West	MUMBAI	UTI Infrastructure Technology And Services Limited, Koteshwar Dham Co-op Housing Soc, Shop no 1 to 3, Plot No. 173/6, Near Hindu Mahasabha Hospital Sanatorium Lane, GHATKOPAR (West), MUMBAI - 400086
West	MUMBAI	UTI Infrastructure Technology And Services Limited, Bombay Mutual Terrace, 3rd Floor, Opera House, CHARNI ROAD, MUMBAI - 400004
West	MUMBAI	UTI Infrastructure Technology And Services Limited, Bombay Mutual Annexe Building, Ground floor, Behind Citibank, D N Road, FORT, MUMBAI - 400001
West	NAGPUR	UTI Infrastructure Technology And Services Limited, Shraddha House, 1st Floor, S. V. Patel Road (Kingsway), NAGPUR - 440001
West	NASIK	UTI Infrastructure Technology And Services Limited, Shree Ganesh Plaza, Shop No. 10,11,12, Shri Hari Kute Marg, Near H D F C House, NASIK - 422011
West	PUNE	UTI Infrastructure Technology And Services Limited, 1st floor, 1458-1468 Shukrawar Peth,Bahumaharag Lane, Near Tulsi Baug, PUNE - 411002
West	RAIPUR	UTI Infrastructure Technology And Services Limited, Taank Business Tower, Beside Hotel Sharda, Fafadih Chowk, Jail Road, RAIPUR (Chhattisgarh) - 492009

West	RAJKOT	UTI Infrastructure Technology And Services Limited, Shop 101,102, 103, Orbit Complex, Sadar Road, RAJKOT - 360001
West	SURAT	UTI Infrastructure Technology And Services Limited, B/302, Tirupati Plaza, Near Collector Office, Athwa Gate, SURAT - 395001
West	VADODARA (BARODA)	UTI Infrastructure Technology And Services Limited, Phoenix Complex, Block No: 141 to 144, Near Suraj Plaza, Beside ICICI Bank and BOB Bank, Sayajiganj, VADODARA - 390005
South	BANGALORE	UTI Infrastructure Technology And Services Limited, No. 153/1, 1st Floor, Above Farico Showroom, Old Madras Road, Halasuru, BANGALORE - 560008
South	CHENNAI	UTI Infrastructure Technology And Services Limited, 45, Justice Basheer Ahmed Building, Second Line Beach, CHENNAI - 600001
South	COCHIN	UTI Infrastructure Technology And Services Limited, Room No. 68, IIIrd Floor Jacobs DD Mall, M G Road, ERNAKULAM - 682035
South	COIMBATORE	UTI Infrastructure Technology And Services Limited,1437, Red Rose Chambers, 2nd Floor,Trichy Road, COIMBATORE - 641018
South	HUBLI	UTI Infrastructure Technology And Services Limited, Ishwarappa Cornor, 1st Floor, Savanur Building, Koppikar Road, HUBLI - 580020
South	HYDERABAD	UTI Infrastructure Technology And Services Limited, Surabhi Arcade, 1st Floor, 5-1-664, 665 and 669, Bank Street, HYDERABAD - 500001
South	MADURAI	UTI Infrastructure Technology And Services Limited, No. 86, New Jail Road , Opp. Madura Coats, MADURAI - 625016
South	MANGALORE	UTI Infrastructure Technology And Services Limited, F- 02, 1st Floor, Souza Arcade, Opp. Jyothi Talkies, Balmatta Road, MANGALORE - 575001
South	THIRUVANANTHAPURAM	UTI Infrastructure Technology And Services Limited, T C 15 / 49 (5), Saran Chambers, 4TH Floor, Diamond Hill, Vellayambalam, TRIVANDRUM - 695010

South	TRICHUR	UTI Infrastructure Technology And Services Limited, Perinchery Building , 1st Floor, Round North, TRICHUR - 680001
South	TRICHY	UTI Infrastructure Technology And Services Limited, Vysil Ling Archad, #18/1 E V R Road, Cure Medicals upstairs (Near GH and Chinthamani Supermarket), Puthur, TRICHY - 620017
South	VIJAYAWADA	UTI Infrastructure Technology And Services Limited,Vasu Estates, 27-77-8/2A, Bundar Road, VIJAYAWADA - 520002
South	VISAKHAPATNAM (VIZAG)	UTI Infrastructure Technology And Services Limited, 47- 3-15, Opp. APTECH Computers, Dwarka Nagar,5th Lane, VISAKHAPATNAM - 530016
North	AGRA	UTI Infrastructure Technology And Services Limited, Shop No. 101, 1st Floor, Anand Vrindaban Building, Sanjay Place,AGRA-282002
North	ALLAHABAD	UTI Infrastructure Technology And Services Limited, 138, C/30 M.G. Marg Civil Lines, ALLAHABAD - 211001
North	AMRITSAR	UTI Infrastructure Technology And Services Limited, 33- 34, 2nd Floor, Deep Complex, Court Road, AMRITSAR - 143001
North	CHANDIGARH	UTI Infrastructure Technology And Services Limited, SCO-70, 1st Floor, Sector-20-C, CHANDIGARH - 160022
North	DEHRADUN	UTI Infrastructure Technology And Services Limited, Rajpur Road, Near Mayur Auto, Above Punjab and Sindh Bank, Dehradun - 248001 Uttarakhand
North	FARIDABAD	UTI Infrastructure Technology And Services Limited, Crown Complex, 2nd Floor, Shop no-6, 1-2 Chowk NIT, FARIDABAD (Haryana) - 121001
North	GHAZIABAD	UTI Infrastructure Technology And Services Limited, C-7, 1st Floor, Lohia Nagar, GHAZIABAD - 201001
North	JAIPUR	UTI Infrastructure Technology And Services Limited, 7, Laxmi Vinod Bhawan, Near Anand Bhawan, Sansar Chandra Road, JAIPUR - 302001



North	JODHPUR	UTI Infrastructure Technology And Services Limited, B-13, 2nd Floor, Abhay Chamber, Opp. S.B.B.J. Bank, Jalori Gate, JODHPUR - 342001
North	KANPUR	UTI Infrastructure Technology And Services Limited, 16/19-D, Civil Lines, VIP Road, Adjacent to Bandhan Guest House and E-TV News Channel Office, KANPUR - 208001
North	LUCKNOW	UTI Infrastructure Technology And Services Limited, Suraj Deep Complex, D Block,1, Jopling Road,16, Rana Pratap Marg, LUCKNOW - 226001
North	LUDHIANA	UTI Infrastructure Technology And Services Limited, SCO - 28, 1st Floor, Feroze Gandhi Market, LUDHIANA - 141001
North	NEW DELHI	UTI Infrastructure Technology And Services Limited, 111, Pratap Bhawan, 5, Bahadur Shah Zafar Marg, NEW DELHI - 110002
North	NEW DELHI	UTI Infrastructure Technology And Services Limited, G 5 - G 5 A ground Floor, Pragati Deep Building, Laxmi Nagar District Centre, Delhi 110092
North	NEW DELHI	UTI Infrastructure Technology And Services Limited, 174, 1st Floor, Rajendra Bhavan (DDA Building), Rajendra Place, NEW DELHI - 110008
North	SHIMLA	UTI Infrastructure Technology And Services Limited, Flat No. 401 and 402, Mukesh Apartments, Fingask Estate, SHIMLA - 171003
North	VARANASI	UTI Infrastructure Technology And Services Limited, Rama Kunj Complex, Ram Singh Rana Nagar, Annapurna Nagar Colony, Cantt., Sigra Road, VARANASI - 221002
East	BHUBANESWAR	UTI Infrastructure Technology And Services Limited, Plot No. 30, Industrial Colony, Unit 3, Kharavela Ngar, Behind to Gurudwar, BHUBANESWAR - 751001
East	DURGAPUR	UTI Infrastructure Technology And Services Limited, Thyristronix Central Park, 1st Floor, City Centre, DURGAPUR, BURDWAN - 713216

East	GUWAHATI	UTI Infrastructure Technology And Services Limited, 1st Floor, Kalindi Plaza, Near Srimanta Sankar Academy, Dr. J C Das Road, PanBazar, GUWAHATI - 781001
East	JAMSHEDPUR	UTI Infrastructure Technology And Services Limited, 1st Floor, Avishkar Diagonal Point, (Beside Millenium Tower) Diagonal Road, Bistupur, JAMSHEDPUR - 831001
East	KOLKATA	UTI Infrastructure Technology And Services Limited, 29, N. S. Road, Ground Floor, Opp. Gilander House and Standard Chartered Bank, KOLKATA - 700001
East	PATNA	UTI Infrastructure Technology And Services Limited, Jyoti Bhawan, 1st Floor, Beside Jagat Trade Centre, Fraser Road, PATNA - 800001
East	RANCHI	UTI Infrastructure Technology And Services Limited, Narsharia Tower, 1st Floor, Opp. Lalpur Police Station, RANCHI (Jharkhand) - 834001
East	SILIGURI	UTI Infrastructure Technology And Services Limited. 142 / 14 Sevoke Road (1st Floor ) Just Beside Raymond Showroom Opp. Indra Prashtha Lodge Siliguri , Dist. Darjeeling Pin: 734 001

## Annexure VIII - Standard Contract

### 1.1 Contract Form

THIS AGREEMENT is made on this \_\_\_\_\_ day of, \_\_\_\_\_ between **UTI Infrastructure Technology And Services Limited**, a company incorporated under companies Act, 1956, a Government of India Company under 617 of the companies Act 1956 and having its Registered Office at Plot No.3. Sector No. 11, CBD Belapur, Navi Mumbai-400614 (hereinafter called "the Purchaser"/ "UTIITSL") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part,

AND

#### **"Enrolment Agency Name and Address"**

(Hereinafter called "the Supplier"/ UID- EA) which expression shall unless repugnant to the context thereof include his successors, heirs, and assigns, of the other part.

The Registrars shall engage enrolment agencies for carrying out the various functions and activities related to UID enrolment such as setting up of permanent enrolment centers, undertaking collection of demographic and biometric data for UID enrollment and any other data required by the Registrar for the effective implementation of their projects. This Request for Quotation document was invited through bids from only those agencies which are empanelled by UIDAI for undertaking demographic and biometric data collection for enrolment of residents.

WHEREAS the Purchaser had invited bids for certain Services, viz., Request for quotation For Selection of Enrollment Agencies for implementation of UIDAI project-vide their bid document number \_\_\_\_\_ AND WHEREAS various applications were received pursuant to the said bid AND WHEREAS the Purchaser has accepted a Bid by the Supplier for the supply of those Services at the rate of Rupees Thirty One inclusive of all taxes (in figures Rs.31/- inclusive of all taxes) per successful AADHAAR generation (hereinafter "the Contract Price") for the states of \_\_\_\_\_. And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

#### **1 Appointment of UID-EA**

1.1 UTIITSL hereby appoints UID-EA for the purpose of collecting and forwarding specified data required for UIDAI and performing the services ("Services") hereto, subject to the terms and conditions hereinafter set forth.

1.2 For the provision of Services, UID-EA shall establish and maintain necessary operational infrastructure, including branch network, hardware, software, personnel, operating procedures and means of communication to, receive/collect, process, record the information and transmit the same to UTIITSL and UIDAI as specified by UTIITSL in the UID-EA operating manual provided by UTIITSL. Whenever UIDAI may make amendments to the operating manual from time to time and such amendments shall also be binding on UID-EA as on the

date specified in the operating manual. UID-EA shall abide by the operational procedures specified in operating manual wherever applicable and comply with orders, directions or notices which may be issued or prescribed by UTIITSL and UIDAI.

- 1.3 UID-EA shall also ensure that all its Directors, Employees, Branches, representatives, etc. adhere to all provisions of this Agreement with all documents as specified in this agreement.
- 1.4 UID-EA shall obtain the prior permission of UTIITSL for any change in its constitution or shareholding pattern or transfer of EA related business, whether in whole or in part, to its group company or any other entity or external agency.
- 1.5 The obligations of UID-EA arising out of the terms and conditions contained herein shall be independent of and in addition to the obligations arising out of its any other activities.
- 1.6 UID-EA shall notify UTIITSL forthwith if: -
- any winding up notice under the provisions of the Companies Act, 1956 or Companies Act 2013 has been served on it;
  - upon its becoming aware of the presentation of any petition for its bankruptcy liquidation or attachment of its property;
  - upon its becoming aware of any bankruptcy order against it;
  - in the event of any distress, execution or other process being levied or served upon or against its property;
  - in the case of any change in its financial conditions which may lead to its bankruptcy or if it suffers a compromise with its creditors;
- 1.7 The terms and conditions which are not specifically included in this agreement but specified in the tender document form part of this agreement and in case of any contradiction between them, the terms of this agreement will prevail.
- 1.8 UID-EA must follow UIDAI Guidelines and update regularly from UIDAI website for the latest guidelines and policies. All Terms & Conditions shall be as per the tender document and UIDAI Guidelines & policy.
- 1.9 UID-EA provides the required infrastructure as per the UIDAI guidelines to carry out enrolment activity wherever UTIITSL branches are not present.

- 1.10 No reimbursement of expenses will be provided on account of any kind of infrastructures, Kits etc.
- 1.11 UID-EA will deploy the Trained & Certified Manpower as per the UIDAI guidelines at enrollment centers and maintain their statutory records like pay-slip, pay register, PF/ESIC challan and also pay the salary by Cheque or Via Bank Account as per Minimum Wages Act of Central / State Government as the case may be and provide required facility to them as per the UIDAI Guidelines. UID-EA will provide all the employee related information/records to Registrar / UIDAI time to time and as and when they demand.
- 1.12 UID-EA should submit the entire required document as specified by UIDAI in their guidelines to UIDAI DMS Agencies and maintain all the required records for Audit and reconciliation purpose.

## 2 Data Management

During the term of the contract, UID-EA **shall** comply with the applicable procedures as specified by UTIITSL and UIDAI for data processing including collection, compilation, digitization, and transmission to UTIITSL/UIDAI or any other agency as specified by UTIITSL, back-ups and housekeeping & purging of historical data.

## 3 Records and Inspection

UID-EA shall maintain records in such manner as may be prescribed in the operating manual by UIDAI in respect of its activities and allow any person duly authorized by UTIITSL/UIDAI to enter its premises, within the regular business hours on any business day where such records are kept and inspect and take copies of such records. UID-EA shall provide on demand any information to UTIITSL/UIDAI relating to the Agreements and transaction that UID-EA may have under EA.

## 4 Internal Control

UID-EA shall setup internal control procedures directed by of UTIITSL/ UIDAI for regularly reviewing its internal operations arising out of its obligations related to the EA. UID-EA shall keep UTIITSL informed of such internal control procedures and any subsequent changes to the same. UID-EA shall comply with all advises or instructions from UTIITSL/UIDAI with respect to changes/addition in internal control procedures.

## 5 Confidentiality

- 5.1 UID-EA shall ensure confidentiality of information that comes to its possession consequent to its participation as EA and shall not reveal the same to any agencies or use for purpose other than specified in operating manual except with the written permission from UTIITSL. Further UID-EA

may provide the above information to any other agency on the basis of a directive by UTIITSL/UIDAI, or on account of the order of any court or tribunal or in accordance with any law in force. However, UID-EA shall keep UTIITSL informed prior of such requirement to disclose and the information being disclosed.

5.2 UID-EA shall ensure that a similar obligation as provided in clause 5.1 above shall be cast on its directors, employees, branches, representatives, etc. and hereby agrees that UTIITSL may treat any breach of this obligation by such persons as a breach by UID-EA and take appropriate measures against UID-EA as it deems fit.

#### <sup>6 Fees</sup> **and charges**

6.1 As consideration for its appointment under this Agreement, the amount of charges and deposits received from UIDAI, UTIITSL will share the amount with UID-EA and UID - EA shall share the amount collected by it from the residents with UTIITSL. In case of default, the terms are as below:.

a) In case of any default on the part of UID - EA to pay any of the amounts as specified above within a period of 15 days from the date on which they become due, without prejudice to the rights of UTIITSL to take disciplinary action against UID- EA, UID - EA will be liable to pay interest at the rate specified in Exhibit I on the amount from the due date of payment of such amount.

6.2 UTIITSL may revise the fees, charges or deposits; the same will be applicable and will be deemed to be an integral part of this Agreement.

#### **7 Compensation of losses**

UID-EA shall pay UTIITSL such amount as may be specified by UTIITSL in this regard to compensate for any loss incurred due to any act of omission, commission, negligence, misfeasance, fraud, willful misconduct errors or default on its part as a UID-EA or any of its directors, employees, branches, representatives, etc. in relation to carry on the responsibilities as per the terms and conditions of this Agreement.

#### **8 Insurance**

UID-EA shall maintain necessary insurance coverage specified by UIDAI guidelines.

#### **9 Assignment to third parties**

UID-EA shall not be entitled to assign or delegate or sub-Agreement any functions or otherwise transfer this Agreement or otherwise make available any benefits, rights, obligations or interests herein whether in whole or in part to any other person or external agency without prior written

permission from UTIITSL.

## 10 Termination of Agreement by UTIITSL

10.1 This Agreement may be terminated by UTIITSL by giving a 7 days notice to UID EA in the event:

- a) UID-EA is in material breach or defaults under terms of this Agreement, provided that UID-EA has been given notice of such breach by UTIITSL and UID-EA fails to rectify such breach within the time specified by UTIITSL
- b) On the occurrence of any of the events specified in **clause 1.7** of this Agreement.
- c) If this Agreement has not become effective within 1 month after the date of the Agreement signed by the Parties as specified in the Agreement, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Agreement to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- d) If UID-EA, in the judgment of the UTIITSL has engaged in corrupt or fraudulent practices in competing for or in executing the Agreement.
- e) If UID-EA places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the UTIITSL.
- f) If the UID-EA fails to provide the quality services as envisaged under this Agreement. UTIITSL/ UIDAI may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. UTIITSL/ UIDAI may decide to give one opportunity to the EA to improve the quality of the services.
- g) In the event of UID-EA , if it is found that the UID-EA IS :
  - Engaged in bogus or fraudulent enrolments being done
  - Deploying Enrolment Operators who are not tested and certified by UIDAI appointed 'Testing and Certification Agency' for performing enrolment functions
  - Non adherence to the enrolment process defined by UIDAI
  - Consistent poor quality of biometrics data
  - Usage of biometric devices which are not certified by UIDAI
  - Non-provision of necessary infrastructure at the enrolment centers
  - Provided incorrect information to UTIITSL/ UIDAI.

10.2 Notwithstanding anything contained in clause 10.1 UTIITSL reserves the absolute discretion to terminate the contract without assigning any reason by giving 45 days written notice in advance to UID-EA.

#### **11 Termination of Agreement by UID-EA**

UID-EA may intimate UTIITSL its intent to terminate the Agreement, by giving three month's written notice in advance. UTIITSL shall effect the termination after it is satisfied that UID-EA has complied with all activities specified by UTIITSL for the termination of the Agreement.

#### **12 Obligations even after termination of the Agreement**

12.1 UID-EA shall continue to be bound by the rights and liabilities of UID-EA arising out of matters which have taken place prior thereto and for the purpose of the settlement of such rights and liabilities UTIITSL may continue to treat UID-EA as a functioning UID-EA.

12.2 Notwithstanding any termination or expiration of this Agreement the representations and warranties under various clauses and the rights and obligations under the confidentiality clause shall survive and continue and shall bind the parties and their legal representatives, successors, heirs and assigns.

#### **13 Handover of Information by UID-EA upon termination**

Within 30 days after the termination of this Agreement, UID-EA shall hand over to UTIITSL or its authorized person / agency all records related to the information contained in AADHAAR including the licensed programs.

#### **14 Jurisdictions**

UID-EA and UTIITSL further agree that all claims, differences and disputes, arising out of or in relation to this Agreement including any agreements and transactions made under this Agreement or with reference to anything incidental thereto or in pursuance thereof or relating to their validity, construction, interpretation, fulfillment or the rights, obligations and liabilities of the parties thereto and including any question of whether such dealings, transactions, agreements have been entered into or not, shall be subject to the exclusive jurisdiction of the courts at Mumbai only.

#### **15 Force Majeure**

15.1 Notwithstanding anything contained in this Agreement, UID-EA shall not be liable for any delay or failure in performing its obligation as per this Agreement if such delay or failure is on account of an event of Force Majeure.



15.2 For the purposes of this clause, Force Majeure shall mean:

- a) Effect of any natural element or other acts of God, including but not limited to storm, flood, earthquake, lightning, cyclone, landslides or other natural disasters, explosions or fires;
- b) Strikes, work to rule actions, go slow or similar labour disturbances or other labour action by workers or employees of either Party, including any contract or any sub contract of either Party;
- c) Public disorder, insurrection, rebellion, sabotage, riots, terrorism, interruption of traffic beyond the reasonable control of the Parties or violent demonstrations of a local, regional or national character at the mine or at any place where the Agreement or part thereof is to be performed;
- d) The outbreak of an epidemic or other communicable diseases in any place where the Agreement or part thereof is to be performed;
- e) Any order, regulation, directive, requirement from any Governmental, legislative, executive or judicial authority or a change in law.

## 16 Execution of Agreement

This Agreement is executed in two originals and each party shall have one original.

## 17 Notices

Any notice to be given under this Agreement shall be made in writing in English and shall be delivered either (1) by registered mail, (2) by courier service or (3) by facsimile (confirmed by registered mail) to the above addresses, unless otherwise designated or changed by written notice by the parties hereto or (4) digitally signed by e-mail on the agreed e-mail ID.

## 18 General Provisions

18.1 This Agreement shall come into effect on the date the Agreement is signed by both Parties and such other later date as may be stated in the Special Conditions of Agreement.

18.2 This Agreement 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.

18.3 UTIITSL may, by written notice of suspension to the UID-EA, suspend all payments hereunder if the UID-EA fails to perform any of its obligations under this Agreement, 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 UID-EA to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the UID-EA of such notice of suspension.

#### 19. Severability

It is the desire and intent of the Parties that the terms, provisions and covenants contained in this agreement shall be enforceable to the fullest extent permitted by law. If any such term, provision or covenant or the application thereof to any person or circumstances shall, to any extent, be construed to be invalid or unenforceable in whole or in part, then such term, provision or covenant shall be construed in a manner as to permit its enforceability under applicable law to the fullest extent possible. In any case, the remaining provisions of this agreement or the application thereof to any person or circumstances, other than those that have been held invalid or unenforceable, shall remain in full force and effect.

#### 20. Waiver

- (a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this agreement: (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this agreement; (ii) shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and (iii) shall not affect the validity or enforceability of this agreement in any manner.
- (b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver / breach of any terms, conditions or provisions of this agreement.

#### 21. Amendments

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

#### 22. Return of Bank Guarantee

The submitted Bank Guarantee will be refunded to UID –EA after completion of all process as per the UIDAI guidelines and get the NOC from UIDAI for the same.

#### 23. Outsourcing is Strictly Not Allowed

As per the UIDAI Guidelines Outsourcing is Strictly Not Allowed.

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

For and on behalf of *UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LIMITED*

## Annexure IX– Form of Bank Guarantee Bond

(To be executed on non-judicial stamp paper)

(This is a sample format and final content is subject to verification before execution of the document)

### **BANK GUARANTEE**

**UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LTD**

**PLOT NO. 3 , SECTOR – 11**

**CBD BELAPUR, NAVI MUMBAI-400614**

**MAHARASHTRA.**

KNOW ALL MEN BY THESE PRESENTS that in consideration of the UTI Infrastructure Technology and Services Ltd having registered Office at Plot No.3, Sector-11, CBD Belapur, Navi Mumbai-400614 (hereinafter referred to as the "Company" which expression shall unless repugnant to the context or meaning thereof, include all its successors, administrators, executors) having agreed to award a contract to M/s. ' Bidder Name' having its office at ' Bidder's Office Address', (hereinafter called "the Bidder") for providing **fresh Aadhaar Enrolment and Updation from permanent enrolment centres and / or mobile center for the UID project in <States /UT name>** on the terms and conditions contained in Agreement dated \_\_\_\_\_ made between the Bidder and the UTIITSL (hereinafter called "the said Agreement") which terms, inter alia, stipulates for submission of an Bank guarantee for 10% of the contract value i.e. ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only), for the due fulfillment by the Bidder of the terms and conditions of the said Agreement.

At the request of the Bidder, (Bank name & address) \_\_\_\_\_ a national banking association duly constituted and in existence in accordance with the laws of the Government of India now in force, having its principal office in India at .....and, for the purposes of this Guarantee, acting through its branch namely (Bank name & address) \_\_\_\_\_ (herein after referred to as (Bank name) \_\_\_\_\_ which term shall mean and include, unless to repugnant to the context or meaning thereof, its successors and permitted assigns), hereby issue our guarantee No \_\_\_\_\_ in favour of **UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LTD (UTIITSL)**

1. We, do hereby unconditionally and irrevocably undertake to pay to UTIITSL , without any demur or protest, merely on receipt of a written demand in original before the close of banking business hours on or before \_\_\_\_\_, at our counters at (Bank address) \_\_\_\_\_ from UTIITSL an amount not exceeding \_\_\_\_\_ by reason of any breach by the Bidder of the terms and conditions contained in the said Agreement, the opinion of the UTIITSL regarding breach shall be final, conclusive and binding.

2. We do hereby guarantee and undertake to pay forthwith on written demand to UTIITSL such sum not exceeding the said sum of \_\_\_\_\_ only as may be specified in such written demand, in the event of the Bidder failing or neglecting to perform the contract entered into by it with UTIITSL for providing ..... to UTIITSL in the manner and in accordance with the design specification, terms and conditions, contained or referred to in the said Agreement/RFP during its tenure.

3. We further agree that the guarantee herein contained shall remain in full force and effect till all obligations of Bidder under or by virtue of the said Agreement /RFP have been fully and properly carried out or till validity date of this guarantee i.e. \_\_\_\_\_, whichever is earlier.

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4. We undertake to pay to UTIITSL all the money as per this Guarantee, notwithstanding any dispute or disputes raised by the Bidder in any suit or proceeding pending before any court or authority relating thereto and our liability under these being absolute and unequivocal.

5. We further agree with you that UTIITSL shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder (i) to vary any of the terms and conditions of the said Agreement (ii) to extend time for performance by the said Bidder from time to time or postpone for any time (iii) to exercise or forbear to exercise any of the powers exercisable by UTIITSL against said Bidder and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variations or modifications or extension being granted to the said Bidder for any forbearance act or omission on the part of UTIITSL or any indulgence by the UTIITSL to the said agreement or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have an effect of so relieving us. However, nothing contained hereinbefore shall increase our liability under the guarantee above \_\_\_\_\_ or extend beyond \_\_\_\_\_

6. The liability under this guarantee is restricted to ` \_\_\_\_\_ (Rupees \_\_\_\_\_) and will expire on (date) \_\_\_\_\_ and unless a claim in writing is presented to us at counters at (bank & address) \_\_\_\_\_ on or before (date) \_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities hereunder.

7. The Guarantee herein contained shall not be determined or affected by Liquidation or winding up or insolvency or closure of the Bidder or any change in the constitution of the Bidder or of the Bank.

8. The executants have the power to issue this guarantee and executants on behalf of the Bank and hold full and valid Power of Attorney granted in their favour by the Bank authorizing them to execute this guarantee.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to ` \_\_\_\_\_ (Rupees \_\_\_\_\_). This guarantee shall remain in force until (date) \_\_\_\_\_ Our liability hereunder is conditional upon your lodging a demand or claim with us and unless a demand or claim is lodged with us on or before (date) \_\_\_\_\_, your rights under the guarantee shall be forfeited and we shall not be liable there under. This guarantee shall be governed by and construed in accordance with the laws of India. The Guarantee will be returned to the Bank when the purpose of the guarantee has been fulfilled or at its expiry, whichever is earlier.

We, (bank name, place) \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Bank in writing.

Notwithstanding anything to the contrary contained herein, the liability of (bank name & place) under this guarantee is restricted to a maximum total amount of ` \_\_\_\_\_ (Rupees \_\_\_\_\_).

Our liability pursuant to this guarantee is conditional upon the receipt of a valid and duly executed written claim, in original, by (bank name & address) \_\_\_\_\_, delivered by hand, courier or registered post, prior to close of banking hours on (date) \_\_\_\_\_, failing which all rights under this guarantee shall be forfeited and (bank name & place) \_\_\_\_\_ shall absolutely and unequivocally be discharged of all of its obligations hereunder. This Guarantee shall be governed by and

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construed in accordance with the laws of India and competent courts in the city of Mumbai shall have exclusive jurisdiction.

Kindly return the original of this guarantee to (bank name & address) upon the earlier of (a) its discharge by payment of claims aggregating to ` \_\_\_\_\_ (Rupees \_\_\_\_\_) (b) fulfillment of the purpose for which this guarantee was issued; or (c) \_\_\_\_\_ (date)”

All claims under this guarantee will be made payable at (bank name & address) \_\_\_\_\_ by way of DD payable at Mumbai.

In witness where of we ..... have set and subscribed our hand and seal this .....day of .....2015.

SIGNED, SEALED AND DELIVERED.

BY

AT

IN THE PRESENCE OF WITNESS:

1) Name .....

Signature.....

Designation.....

2) Name .....

Signature.....

Designation.....

**Annexure- X: Format for Specific Queries Related To RFP**

Query format for pre bid meeting: Specific queries related to RFP Document

RFP Ref :	Selection of Enrolment Agencies for carrying out AADHAAR Enrolments
Bidder's Name	

Sr.No.	Page #	Point/ Section#	Main Section Name	Clarification point as stated in the Tender Document	Comment/Suggestion/ Deviation
1					
2					
3					
4					