

RFP No. 092020

Request for Proposal (RFP)

For

**Selection of Manpower Hiring Agency for Providing Operator cum Supervisors to
work under Bank as Enrolment Agency**



**Bank of Maharashtra
Central Office, 'LOKMANGAL'
1501, ShivajiNagar
Pune – 411 005**

Unique Identification Authority of India (AADHAAR) Project

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1. INVITATION FOR PROPOSAL

1. Bank of Maharashtra, herein after will be referred or mentioned as The Bank, invites Technical & Commercial bids for selection of Manpower Hiring Agency providing the Operator cum supervisors to work under Bank as EA (Enrollment Agency) as operators for Enrolment and Updation of Aadhaar at identified centers/Branches for the implementation of “Aadhaar Enrolment through Bank branches” UID Project through 236 Branches including its sponsored RRB across India.
2. The Request for Proposal (RFP) includes the following clauses:
 - a. Invitation for Proposal
 - b. Instruction to Bidders
 - c. Scope of Work
 - d. Pre-Qualification Proposal
 - e. Financial Proposal
 - f. Draft Contract
3. A complete set of tender documents may be purchased by Bidder/s on payment of a non-refundable fee of Rs.25000/- (Rs. Twenty Five Thousand only) by demand draft / bankers cheque in favour of Bank of Maharashtra and payable at Pune.
The soft copy of the tender document will be made available on the bank’s website.
www.bankofmaharashtra.in
4. The Bank of Maharashtra reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.
5. Address for Communication:
General Manager,
Financial Inclusion
Bank of Maharashtra,
Head Office, “Lokmangal”, 1501,
Shivaji Nagar, Pune – 411005.



Important Dates & Information regarding Bid Collection and Submission:

| | |
|--|---|
| Tender Reference number | 092020 |
| Price of Tender Copy | 25,000/- |
| Date of commencement of sale of tender document | 09/06/2020 |
| Last Date of sale of tender document | 29/06/2020 up to 12.00 pm |
| Queries to be mailed by e-mail address: agmfislbc@mahabank.co.in cmfi@mahabank.co.in harshit.gupta@mahabank.co.in | 15/06/2020 up to 12.00 pm |
| Pre-Bid meeting with Bidders | 15/06/2020 at 15.00 pm |
| Last Date and Time for receipts of tender offers | 29/06/2020 up to 13.00 pm |
| Time and Date of Opening of Technical bids | 29/06/2020 at 15.00 pm |
| Place of Opening tender offers | Main Conference Hall, Bank of Maharashtra, Head Office, "Lokmangal", 1501, Shivaji Nagar, Pune – 411005. |
| Address for Communication | As above |
| Earnest Money Deposit (EMD) | Rs. 1,00,000/- |
| Contact Telephone Numbers | Phone : 020 – 25614268 020 - 25614250 |

All tender offers must accompany Earnest Money Deposit (EMD) as specified in this tender document. DD/ Pay order representing EMD amount / Bank Guarantee in lieu of EMD should not be mixed with Technical Bid. It should be in separate cover.

Tender offers will be opened in the presence of the Bidder representatives who choose to attend the opening of tender on the above-specified date, time and place.

Functional and Technical Specifications, Terms and Conditions and various formats and proforma for submitting the tender offer are described in the tender document and Annexure.

This Tender document is not transferable. Only the Bidder, who purchased this tender is entitled to quote and participate in bidding.

General Manager
 Financial Inclusion, SLBC & Agriculture

Definitions and Acronyms

1. **AADHAAR** – Brand name associated with UID.
2. **Authentication** – means the process wherein AADHAAR Number, along with other attributes, including biometrics, are submitted to the Central Identities Data Repository (CIDR) for its verification on the basis of information or data or documents available with it. Authority – Unique Identification Authority of India (UIDAI).
3. **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. The data collected is passed on to the UIDAI as per the process prescribed.
4. **CSC** – Common Service Centres operating as franchisees of Service Centre Agency (SCA) within a State, as part of the CSC Scheme of the National E-Governance Plan of India.
5. **DDSVP** – Demographic Data Standards and Verification Procedure.
6. **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.
7. **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.
8. **DIT** – Department of Information Technology.
9. **Schedule** – Refers to the Financial Bid for each Geographical Area as specified by the Registrar. The RFP may be for a single Schedule or multiple Schedules.
10. **Enrolling Agency/ Enrolment Agency/ Manpower Hiring Agency/ Bidder** – The Agency appointed by the Registrar for collection of the Demographic and Biometric data in the area assigned by the Registrar that is successful Bidder selected by the Bank.
11. **Enrolment** – refers to the exercise of collection of demographic data after verification, collection of biometrics, and the allocation of the UID number after de-duplication.
12. **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.
13. **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.



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14. **KYC** – Know Your Customer.
15. **KYR** – Know Your Resident.
16. **KYR+** - details for Verification beyond identification (KYR)
17. **Manual** – Enrolment Manual.
18. **MoU** – Memorandum of Understanding.
19. **NGO** – Non Government Organization.
20. **NPR** – National Population register.
21. **Operator** – the person employed by the Enrolment Agency and engaged in the capture of Demographic and Biometric Data.
22. **ORGI** – Office of Registrar General of India.
23. **PoA** – Proof of Address.
24. **Pol** – Proof of Identity.
25. **Registrar** – The Agency of the Central or State Government or Local Government comprising the elected rural and urban local bodies Constitutional/ statutory Village Councils or a recognized Non-Governmental Organization with whom the UIDAI has entered into a Memorandum of Understanding for covering issues related to the implementation of the UID Project. Organisations such as LIC and Public Sector Banks can also be Registrars. As per this RFP, Registrar is Bank of Maharashtra
26. **MHA** – Manpower Hiring Agency
27. **Resident** – Normal resident of India.
28. **RFP** – Request for Proposal.
29. **UID** – Unique Identification.
30. **UIDAI** – Unique Identification Authority of India.
31. **AEC** – Aadhaar Enrolment Centre
32. **UNICODE** – Globally accepted standard definition of local language characters in a computer system. Character sets defined by Unicode Consortium.
33. **UTF-8** – Unicode Transformation Format, most widely used storage encoding for any UNICODE data.
34. **VARCHAR** – Variable character string as represented in a database. Unlike the fixed size character type, VARCHAR does not store any blank characters at the end, reducing the size of a database when the full length of the field is not used.



2. INTRODUCTION

2.1 About Bank of Maharashtra

Bank of Maharashtra is a Public Sector Bank with a standing of more than 85 years. It has a three tier organizational set up consisting of Branches, Zonal Offices, and Head Office. The Bank has more than 1830 branches all over India. In the state of Maharashtra itself, it has more than 1120 branches, the largest network of branches by any Public Sector Bank in the state. The Bank has set up specialized branch offices to cater to the needs of SMEs, Corporates, Agriculturists and importers & exporters.

The Bank has fine-tuned its services to cater to the needs of various sections of society and incorporated the latest technology in banking offering a variety of services. The products and services offered by the Bank include demand deposits, time deposits, working capital finance, term lending, trade finance, retail loans, government business, Bancassurance business, mutual funds and other services like DEMAT, lockers and merchant banking etc.

This request for proposal document ('RFP document' or RFP) has been prepared solely for the purpose of selection of MHA/ Enrolling Agency for Providing Operator cum Supervisors to work under Bank as Enrolment Agency.

The RFP document is not recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed between the bank and any successful Bidder as identified by the bank, after completion of the selection process as detailed in this document

List of Group Entities -

1. Subsidiary – The Maharashtra Executors & Trustee Company Limited (METCO)
2. Associate – Maharashtra Gramin Bank (MGB)

Bank is working as Registrar to UIDAI for implementation of UID project by allotment of UIDs to public at large. The Bank as a Registrar shall select Enrolling Agency, which shall capture Know Your Resident (KYR) demographic data and biometric data from the residents



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to be given to UIDAI for issuance of UID number (also called Aadhaar number). Along with KYR data, Enrolment Agency will also capture additional fields what may be called as KYR+ and are detailed in Annexure VI. Further, the EAs will also capture data for updation of the existing Aadhaar numbers.

With the signing of the MOU, the Bank became a partner in the efforts of the UIDAI set up by Govt. of India, for issuing Unique Identity Numbers to residents of India. As a registrar, the Bank can enroll residents in the UID Project and assist the authority in various stages of the project.

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 Agency. 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 Agency and service providers (acting as Registrars, Sub-registrars and Enrolling Agency) to enroll residents for UID. By participating in enrolling residents, registrars and enrolment Agency 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 engages enrolling Agency for carrying out the various functions and activities related to UID enrolment such as setting up of 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.



As per recent amendment of Prevention of Money Laundering (Maintenance of Records) Rules, 2005 ("PML Rules, 2005") with effect from June 1, 2017, it is observed that every Bank account should have Aadhaar and all Banks should have Aadhaar Enrollment/ update facility at 10% of Branches. The successful Bidder will required to follow PMLA Act, Aadhaar Act 2016 and IT Act.

UIDAI has enabled and on-boarded all the 21 public sector banks and 21 private sector banks as UIDAI enrollment agencies. As per subsequent guidelines from UIDAI, Bank is also UIDAI empaneled Enrollment Agency. UIDAI have allotted 662 as Registrar Code and 0662 as Enrollment Agency (EA) Code for our Bank.

This Request for Proposal document is intended to invite bids from only those Agency who are providing manpower support i.e. operator cum supervisor in UIDAI project for undertaking demographic and biometric data collection for enrolment of residents under Bank as Enrollment Agency.

3. INSTRUCTION TO BIDDERS – STANDARD

PART I

STANDARD

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| <p>DEFINITIONS</p> | <p>(a) “Bank” means the registrar with which the selected Bidder signs the Contract for the Services. In this project, the ‘Bank’ is the Bank of Maharashtra.</p> <p>(b) “Bidder” means any entity that may provide or provides the Services to the Bank under the Contract.</p> <p>(c) “Bid” means the Financial Proposal consisting as per Schedule.</p> <p>(d) “Instructions to Bidders” (Clause 3 of the RFP) means the document which provides interested Bidders with all information needed to prepare their bid.</p> <p>(e) “Scope of Work” (SoW) means the document included in the RFP as Clause 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Bank and the Bidder.</p> <p>(f) “Standard Contract” means the document which provides the standard contract agreement to be signed between the Registrar and the selected Enrolling Agency.</p> |
| <p>3.1 INTRODUCTION</p> | <p>a) The Registrar will select a firm, in accordance with the method of selection specified in the Data Sheet.</p> <p>b) The name of the assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the assignment/ job has been described in the Scope of Work in Clause 4.</p> <p>c) The date, time and address for submission of the proposals has been given in Part II Data Sheet</p> <p>d) Interested Bidders are invited to submit a Pre-Qualification Proposal and a Financial Proposal, for providing services required for the assignment named in the Data Sheet. The Proposal, and any clarifications provided by the Bidder along with the Scope of Work provided in the RFP will be the basis for contract negotiations and ultimately for a signed Contract with the selected Bidder.</p> <p>e) Bidders are advised to familiarize themselves with</p> |

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| | <p>local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Bidders are encouraged to visit the Bank and the exact geographical locations where enrolment work has to be done before submitting a proposal and to attend a pre-proposal conference, if any. Attending the pre-proposal conference is optional. Bidders should contact the Bank's representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Bidders should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.</p> <p>f) The Bank will timely provide at no cost to the Bidders the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.</p> <p>g) Bidders shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Bank is not bound to accept any proposal, 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> |
| 3.2 CONFLICT OF INTEREST | <p>a) Bank requires that Bidders shall provide professional, objective services and at all times hold the Bank's interests paramount, strictly avoid conflicts of interest with other assignments or their own corporate interests and act without any consideration for future work.</p> <p>Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> |
| 3.3 CONFLICTING ACTIVITIES | <p>a) An applicant (including its Personnel and Sub-Agency) that has a business or family relationship with a member of the Registrar's staff who is directly or indirectly involved in any part of:</p> <p>b) The preparation of the Terms of Reference of the project/ assignment,</p> <p>c) The selection process for such project / assignment</p> |

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| 3.4 CONFLICTING ASSIGNMENTS | a) Applicants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Bank of Maharashtra / UIDAI or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Agency. |
| Conflicting assignments | b) 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 work. |
| Conflicting assignments | c) The enrolling Agency will not be eligible to participate or under-take any activities related to the Testing and Certification, Content Development, or Audit work component of UID project. |
| 3.5 FRAUD AND CORRUPTION | <p>a) It is required that Bidders participating in the project adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract. The Bank:</p> <p>defines, for the purpose of this paragraph, the terms set forth below as follows:</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official or members of the EC, in the selection process or in contract execution;</p> <p>(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;</p> <p>(iii) “collusive practices” means a scheme or arrangement between two or more Bidders with or without the knowledge of the Bank, designed to establish prices at artificial, noncompetitive levels;</p> <p>(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>will reject a proposal for award, if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the</p> |

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| | contract in question; |
| | <p>b) The Bidders shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.</p> <p>c) Bidders shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Bidder is awarded the Contract, as requested in the Financial Proposal submission form (Clause 6).</p> |
| 3.6 SOFT COPY OF TENDER DOCUMENT | <p>The soft copy of the tender document will be made available on the bank's website www.bankofmaharashtra.in. However Bank of Maharashtra shall not be held responsible in any way, for any errors / omissions / mistakes in the downloaded copy. The Bidder is advised to check the contents of the downloaded copy for correctness against the printed copy of the tender document. The printed copy of the tender document shall be treated as correct and final, in case of any errors in soft copy.</p> <p>The Bidders who are submitting the bid by downloading from the Bank's website will have to pay the non-refundable fee of Rs.25000/- by way of demand draft or bankers' cheque drawn in favour of Bank of Maharashtra and payable at Pune. The Bidders participating in the pre-bid meeting shall pay the tender document fee before attending the pre-bid meeting.</p> |
| 3.7 ONLY ONE PROPOSAL | <p>A Bidder shall only submit one proposal as per the Schedule.</p> <p>Bank intends to empanel more than one vendor. Accordingly after deciding the L-1, vendor counter offer shall be given to L2, L3 etc. at the rates quoted by L-1 and the technically compliant vendors willing to match L-1 rates will be considered for empanelment.</p> |
| 3.8 PROPOSAL VALIDITY | <p>a) The Part II Data Sheet to Bidder indicates how long Bidders' Proposals must remain valid after the submission date.</p> |
| 3.9 CLARIFICATION AND AMENDMENT OF RFP DOCUMENT (PRE-BID MEETING) | <p>a) For the purpose of clarification of doubts of the Bidders on issues related to this RFP, Bank of Maharashtra intends to hold a Pre-Bid meeting on the date and time as indicated in the schedule of important dates given in this RFP. The queries of the Bidders should reach in writing or by e-mail on or before the stipulated date and address mentioned in this RFP. It may be noted that no queries of any Bidder shall be received or entertained after the Pre-Bid meeting. The</p> |

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| | <p>clarifications given in the Pre-Bid meeting will be made available on the Bank's Website.</p> <p>The queries on points / clauses in the RFP document are to be mailed / submitted in specific format only as per "APPENDIX 1 (A)".</p> <p>The queries that are not on the points / clauses in the RFP document and are general in nature but related to the tender are to be mailed / submitted in specific format only as per "APPENDIX 1 (B)".</p> |
| 3.10 PREPARATION OF PROPOSALS | a) The Proposal (see 3.29 (b)), as well as all related correspondence exchanged by the Bidders and the Bank, shall be written in English. |
| | b) In preparing their Proposal, Bidders are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. The Proposal consists of 2 parts (i) Pre-Qualification Proposal and (ii) Financial Proposal c) While preparing the Pre-Qualification Proposal, Bidders must give particular attention to the following: (a) If a Bidder considers that it may enhance its expertise for the assignment by associating with other Agency, it may do so. (b) Documents to be issued by the Bidders as part of this assignment must be in English language |
| 3.11 PRE-QUALIFICATION PROPOSAL FORMAT AND CONTENT | a) Bidders are required to submit the Pre-Qualification proposal. The Data Sheet indicates the format of the Pre-Qualification Proposal to be submitted. Submission of the wrong type of Pre-Qualification will result in the Proposal being deemed non-responsive. The Pre-Qualification Proposal shall provide the information as required in Data Sheet 3.29 (g) using the attached Standard Forms (Clause 5 and Annexure I and II) and shall provide all documentary evidence for the same. |
| | b) The pre-Qualification Proposal (Original, Copy and CDs) shall not include any financial information. A Pre-Qualification Proposal containing financial information shall be declared non responsive. |



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| 3.12 FINANCIAL PROPOSALS | <p>a) The Financial Proposal shall be prepared using the attached Standard Forms (Clause 6, Annexure III and Annexure IV). It shall list all costs associated with the assignment as per schedule corresponding to the Geographical scope of work. The geographical areas for the Schedule is given in Data Sheet 3.29(h). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.</p> <p>b) The Bidder should submit a copy of the actual price bid being submitted to the Bank as per schedule by masking the actual prices as part of technical bid. All the prices are available in the sealed financial proposals. This is mandatory. The bid may be disqualified if it is not submitted.</p> <p>c) The selected Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees/ officers/ staff/ personnel/ representatives /agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.</p> |
| 3.13 FIXED PRICE | <p>a) The offer submitted in financial proposal must be in Indian Rupees only, and price quoted must include all taxes and levies. The price quoted shall be the final cost inclusive of all taxes and levies.</p> <p>b) All the employees/ operator deployed by the selected Bidder/ MHA for the Aadhaar Enrolment activity should have in their pay roll and must comply with Minimum Wages Act, Contract Labour Act, Provident Fund & ESIC facility standard and/or any other Laws, Rules, Regulations, Bye laws, Notifications etc. (Proof of compliance and labour license needs to be submitted along with the quotation). No price variation relating to increases in customs duty, G.S.T., currency exchange rate fluctuation etc. will be permitted.</p> |



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| <p>3.14 EARNEST MONEY DEPOSIT (EMD), AND PERFORMANCE GUARANTEE.</p> | <p style="text-align: center;"><u>Earnest Money Deposit</u></p> <p>a) An EMD of Rs. 1,00,000/- in the form of DD drawn in favour of Bank of Maharashtra payable at Pune or in the form of Bank Guarantee as per Annexure IX valid for six month, must be submitted along with the Pre-Qualification Proposal with separate envelop and clearly marked "EMD for UID project RFP 092020" with Bidders name, address and contact no. Proposals not accompanied by EMD shall be rejected as non-responsive.</p> <p>b) No interest shall be payable by the Bank for the sum deposited as earnest money deposit.</p> <p>c) The EMD of the unsuccessful Bidders would be returned back within one month of signing of the contract.</p> <p>d) The EMD shall be forfeited by the Bank in the following events:-</p> <p>e) If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.</p> <p>f) If the Proposal is varied or modified in a manner not acceptable to the Bank after opening of Proposal during the validity period or any extension thereof.</p> <p>g) If the Bidder tries to influence the evaluation process.</p> <p>h) If the First ranked Bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Bidder).</p> |
| | <p>i) <u>Performance Bank Guarantee</u></p> <p>The selected Bidder shall be required to furnish a Performance Bank Guarantee of Rs.25000/- per point of Enrollment Center in Indian Rupees, in the form of an unconditional and irrevocable Bank guarantee from a scheduled commercial bank in India in favour of Bank of Maharashtra for the period of 42 months from date of contract. The bank guarantee must be submitted within 15 days after award of contract. 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. 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</p> |



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| | <p>Bidder on any account under the contract. On submission of this performance guarantee and after signing of the contract, demand draft submitted towards EMD would be returned in original.</p> |
| <p>3.15 SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS</p> | <p>a) The original proposal (Pre-Qualification proposal and Financial Proposal; see 3.29 (b-f) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the proposal must initial such corrections.</p> <p>b) An authorized representative of the Bidders shall initial all pages of the original Pre-Qualification and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Pre-Qualification and Financial Proposals or in any other form demonstrating that the representative has been dully authorized to sign. The signed Pre-Qualification and Financial Proposals shall be marked "ORIGINAL".</p> <p>c) The Pre-Qualification Proposal should be marked "ORIGINAL" or "COPY" as appropriate. The Pre-Qualification Proposals shall be sent to the addresses referred to and in the number of copies indicated in the Data Sheet 3.29(i). All required copies of the Pre-Qualification Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Pre-Qualification Proposal, the original governs. All the Agency responding to this tender would need to meet the pre-qualification criteria set in this RFP as per details provided in Data Sheet 3.29(j)</p> <p>d) The original and all copies of the Pre-Qualification Proposal shall be placed in a sealed envelope clearly marked "Pre-qualification Proposal".</p> <p>The Pre-qualification proposal should be complete in all respects and contain all information asked for, except prices. Pre-qualification proposal should include all items asked for in ANNEXURE. The Pre-qualification proposal should not contain any price information. The Pre-qualification proposal should be complete to indicate that all products and services asked for are quoted and should give all required information. Format of technical bid is given in RFP.</p> <p>The envelopes containing the Pre-Qualification Proposal, EMD, and Tender Fee shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked "Do Not Open, Except in Presence of The Official Appointed". The Bank shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This</p> |

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| | <p>circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.</p> |
| | <p>e) The Proposals must be sent to the address/ addresses indicated in the Data Sheet and received by the Bank no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with data sheet 3.29(c) Any proposal received by the Bank after the deadline for submission shall be returned unopened.</p> <p>f) From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the Bank on any matter related to its Pre-Qualification and/or Financial Proposal. Any effort by Bidders to influence the Bank in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidders' Proposal.</p> <p>g) The Bank has constituted an Evaluation Committee (EC) which will carry out the entire evaluation process.</p> <p>h) The Bank shall open the Pre-Qualification Proposal immediately after the deadline for their submission.</p> |
| 3.16 EVALUATION OF PRE-QUALIFICATION PROPOSAL | <p>a) The Bidder shall be considered for Award of Work only as per the Schedule (and corresponding geographical areas) in which the Bidder has evinced interest in working (as per Data Sheet Para 3.29(g))</p> <p>b) The Evaluation Committee (EC) shall first evaluate the Pre-Qualification Proposal as per the Pre-Qualification Criteria detailed in Data Sheet 3.29(j). The EC while evaluating the Pre-Qualification Proposals shall have no access to the Financial Proposals until the Pre-Qualification evaluation is concluded and the competent authority accepts the recommendation. The Pre-Qualification proposal shall be evaluated based on the information provided as required in Data Sheet 3.29(j) and the supporting documents.</p> <p>c) To assist in the scrutiny, evaluation and comparison of offers, EC may, at its discretion, ask some or all Bidders for clarification of their offer. The request for such clarifications and the response will necessarily be in writing.</p> |



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| 3.17 RIGHT TO ACCEPT/ REJECT THE APPLICATION | a) Bank reserves the right to accept or reject any Proposal and to annul the RFP process and reject all such Proposals 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. |
| 3.18 OPENING AND EVALUATION OF FINANCIAL PROPOSALS | a) Financial proposals of only those firms who pass the Pre-Qualification stage shall be opened publicly on the date & time specified the Data sheet, in the presence of the Bidders' representatives who choose to attend. b) The name of the Bidders and their financial proposal which they are Pre-Qualified shall be read aloud. c) The Evaluation Committee will correct any computational errors as per Schedule. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. d) The Contract shall be awarded to the lowest Bidder. e) If no bid is received or only one bid is received, Bank will decide further course of action as per our Tender policy. |
| 3.19 DISQUALIFICATION | Bank may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant: <ul style="list-style-type: none">(i) Submitted the application after the response deadline;(ii) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;(iii) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;(iv) Submitted an application that is not accompanied by required documentation or is non-responsive;(v) Failed to provide clarifications related thereto, when sought;(vi) Submitted more than one application either as a Single Agency/ Prime Agency; |

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| | <p>(vii) Was declared ineligible/blacklisted by the Government of India/ State/ UT Government/ UIDAI;</p> <p>(viii) Is in litigation with any Government in India;</p> |
| 3.20 NEGOTIATIONS | <p>a) Negotiations will be held at the address indicated in the Data Sheet. Representatives conducting negotiations on behalf of the Bidder must have written authority to negotiate and conclude a Contract. Negotiations shall cover the scope of work, distribution of mobile and stationary enrolment stations, additional services to be delivered etc.</p> <p>b) The winning Bidder shall submit a detailed Work Plan detailing out the area to be covered in each week / month and the timelines for covering the enrolment work in the geographical area. The Work Plan should be in line with the RFP in terms of deployment of stationary and mobile enrolment stations. The Bank shall evaluate the same and make necessary modifications to the Work Plan, which shall be mutually agreed by both parties during the Negotiation meeting.</p> |
| 3.21 CONCLUSION OF THE NEGOTIATIONS | <p>Negotiations will conclude with a review of the draft Contract. To complete negotiations the Bank and the Bidder will initial the agreed Contract. If negotiations fail, the Bank will invite the Bidder with the second lowest commercial quote (L2) to negotiate a Contract.</p> <p>If no bid is received or only one bid is received, Bank has rights to negotiate with other Bidders to finalize enrollment agency for that Schedule.</p> |
| 3.22 AWARD OF CONTRACT | <p>a) After completing negotiations the Bank shall issue a Letter of Intent to the selected Bidder, and promptly notify all Bidders who have submitted proposals about the decision taken.</p> <p>b) The Bidders will sign the contract after fulfilling all the formalities/ pre-conditions mentioned in the standard form of contract in Clause-7, within 15 days of issuance of the letter of intent.</p> <p>3.23) The Bidder is expected to commence the assignment on the date and at the location specified in the Part II Data Sheet. In case the winning Bidder fails to start the enrolment work within 30 days of issue of Letter of Award of Work/ Letter of Intent, then the Registrar may cancel the award of work to the lowest Bidder and negotiate with the second lowest Bidder (L2) for award of work.</p> |



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| 3.24 CONFIDENTIALITY | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal. |
| 3.25 PUBLICITY | Any publicity by the Bidder in which the name of Bank is used, shall be done only with the explicit written permission of the Bank |
| 3.26 RIGHT TO ALTER QUANTITIES | Bank reserves the right to alter the proposed quantities specified in the tender. |
| 3.27 REPEAT ORDER | Bank reserves the right to place repeat order/s on the Bidder under the same terms and conditions during the period of contract at mutually agreed rates subject to a cap of 10 percent for upward / downward variation of the rates for the repeat orders. |
| 3.28 (A) MANUFACTURER'S AUTHORIZATION FORM | Bidder, other than sole agents in India of the manufacturers, must submit a letter of authority from their manufacturers that they have been authorized to quote on behalf of the manufacturer. Authorization from authorized distributors / dealers for software items is acceptable. |



3.29 DATA SHEET

PART II

| Paragraph Reference | |
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| a | <p>Name and Details of Bank: General Manager, Financial Inclusion Bank of Maharashtra, Lokmangal, 1501, Shivaji Nagar, Pune – 411005</p> <p>Contact Phone No. 020 25614268</p> <p>Email ID : gmfislb@mahabank.co.in; Website : www.bankofmaharashtra.in</p> <p>Method of selection :</p> <p>a) Technical evaluation of eligible Bidders b) Commercial Evaluation Bank intends to empanel more than one vendor. Accordingly after deciding the L-1, vendor counter offer shall be given to L2, L3 etc. at the rates quoted by L-1 and the technically compliant vendors willing to match L-1 rates will be considered for empanelment. It will be endeavored to distribute work evenly among all the empaneled vendors. However, the vendor giving better performance may be given preference.</p> |
| b | <p>Name of the Assignment: UID Project – Aadhaar</p> |
| c | <p>The Proposal submission address is: General Manager, Financial Inclusion, Bank of Maharashtra, Lokmangal, 1501, Shivaji Nagar, Pune – 411005</p> <p>Bids (Technical and Commercial Bid) in two separate sealed envelopes , EMD, and Tender Fee must be submitted no later than the following date and time:</p> <p>Date: 29/06/2020 Time: 01.00 PM</p> |
| d | <p>A Pre-Bid meeting will be held 15.06.2020</p> |



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| | Venue : Bank of Maharashtra, "Lokmangal", 1501 Shivajinagar, Pune 411005 (Only the authorized representatives, not exceeding two members, of the Bidders who have purchased the RFP will be allowed to attend the Pre-Bid meeting) | |
| e | Proposals must remain valid for 180 days after the submission date. | |
| f | The estimated tenure of contract: 36 months | |
| g | The formats for the Pre-Qualification Proposal to be submitted are: Annexure I – Pre-Qualification Proposal Covering Letter Annexure II – Pre-Qualification Proposal Application Form | |
| H | The Schedule and corresponding Geographical areas are as given below:- (ANNEXURE- VI) | |
| | Sl. No | Schedule No. Geographical Area under the Schedule |
| | 1 | SCHEDULE I AHMEDNAGAR, AKOLA, AMRAVATI, AURANGABAD, BEED, BHANDARA, BULDHANA, CHANDRAPUR, DHULE, GADCHIROLI, GONDIA, HINGOLI, JALGAON, JALNA, KOLHAPUR, LATUR, MUMBAI, NAGPUR, NANDED, NANDURBAR, NASIK, OSMANABAD, PALGHAR, PARBHANI, PUNE, RAIGAD, RATNAGIRI, SANGLI, SATARA, SINDHUDURG, THANE, VASAI, WARDHA, WASHIM, YAVATMAL, SOLAPUR, EAST GODAVARI, KRISHNA, VISAKHAPATNAM, CHANDIGARH, BILASPUR, DURG, RAIPUR, RAJNANDGAON, SHAHADARA, DELHI, NORTH GOA, SOUTH GOA, AHMEDANBAD, KUTCH, MEHSANA, RAJKOT, SURAT, VADODARA, FARIDABAD, FATEHABAD, GURGOAN, KAITHAL, UNA, BELGUAM, BELLARY, BENGALURU, DHARWAD, MANGALORE, THIRUVANANTHAPURAM, BALAGHAT, BETUL, BHOPAL, CHHINDWARA, DHAR, GWALIOR, HOSHANGABAD, INDORE, JABALPUR, KHANDWA, MANDLA, SATNA, SEHORE, SEONI, UJJAIN, BHATINDA, FATEHGARH SAHIB, JALLANDHAR, JAIPUR, JODHPUR, KOTA, UDAIPUR, CHENNAI, COIMBATORE, MADURAI, ADILABAD, MEDCHAL, AGRA, ALLAHABAD, GAUTAM BUDHANAGAR, GHAZIABAD, GORAKHPUR, HAPUR, KANPUR NAGAR, LUCKNOW, MEERUT, VARANASI, DEHRADUN. |



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| <p>i</p> | <p><u>The Bank shall pay on actual basis as per the agreed rate given in Annexure IV</u></p> <p>Bidder must submit the following:</p> <ol style="list-style-type: none"> a) Original one hard copy and 1 Soft Copy (on a non-rewriteable CD) of the Pre-Qualification Proposal, with supporting documents b) Financial Proposal. (As per Annexure- IV) |
| <p>j</p> | <p><u>Eligibility/ Pre-Qualification Criteria</u></p> <p>A Single company/ organization (e.g. Govt./ Semi-Govt./ Private/ PSU/ NGO/ Not-for-Profit/ Microfinance Institution) registered in India and should not be a subsidiary of a foreign company are eligible to submit proposals for carrying out the enrolment work as per this RFP</p> <ol style="list-style-type: none"> 1. The Bidder should have been in existence in India for a period of at least 3 years as of 31-3-2019. 2. The Bidder must be incorporated or registered in India under the Indian Companies Act, 1956 (including Clause – 25 of the Act)/ the Companies Act, 2013 (including Section – 8 of the Act), the Partnership Act 1932, Societies Registration Act 1860, the Indian Trusts Act 1882/ it's equivalent in the respective states OR Proprietorship entities having a PAN number. 3. Bidder should be earlier empaneled by UIDAI as enrolment Agency and have done satisfactory Enrolment / Updation works and having presence across pan India. If the company does not have presence in any of the states then it will have to give an undertaking that the company will ensure its presence within 45 days of awarding the contract. 4. The Bidder should have had a Net Worth of at least 2 Crore and the Turnover of the company should not be less than Rs. 3 crores as on 31/03/2019. 5. The Bidder should not have been blacklisted by any Govt./ Govt. Agency/ Bank(s) / UIDAI/ Financial Institutions in India in the past as on RFP submission date. 6. The services of the Bidder should not have been terminated for unsatisfactory work or fraudulent activity by any Govt./ Govt. Agency/ Bank(s) / UIDAI/ Financial Institutions in India. 7. The Bidder should have been empaneled by any Bank(s) in India for Aadhaar Enrolment Agency related work and should have submit a Certificate of satisfactory performance from the Bank. 8. Bidder should submit an undertaking regarding compliance of all Laws, Rules, Regulations, Bye – Laws, Guidelines, Notifications etc. |



Only those Bidders who meet the eligibility criteria specified above will be eligible to respond to this RFP. The Bidder's proposal shall contain the relevant information & supporting documents (as specified below) to substantiate the eligibility of the Bidder vis-à-vis the pre-qualification criteria.

The list of mandatory supporting documents to be submitted are:

1. Certificate of Incorporation from Registrar Of Companies (RoC) and Certificate of Commencement of business issued by the Registrar of Companies (For Public Limited Company) or relevant documents.
2. Copy of authorization/ empanelment/ engagement/ experience letter from UIDAI / Bank.
3. Company Auditor Certified Financial Statements for the financial years 2016-2017, 2017-18 and 2018-19 (Please include the Clauses 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 Govt./ Govt. Agency/ Bank(s) /UIDAI /Financial Institutions in India 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 Govt./ Govt. Agency/ Bank(s) / UIDAI/ Financial Institutions in India.
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, GST number etc.
8. Profile of the Organization giving relevant details of nature of work, experience, infrastructure, resources etc.
9. Net worth certificate as on 31.3.2019 duly signed by a Regd. CA.
10. Declaration that their loan accounts if any are not classified as NPA by any Bank.

Bank of Maharashtra reserves the right to verify /evaluate the claims made by the vendor independently. Any decision of BANK OF MAHARASHTRA in this regard shall be final, conclusive and binding upon the Bidder

4. SCOPE OF WORK

The scope of work of the Enrolling Agency/ MHA is defined below

1. Functional scope
2. Geographical scope

4.1 Functional scope

The functional scope of this engagement shall include all the steps to provide Certified Operator cum supervisors with required specification prescribed by the UIDAI to work in the enrolment station/ center for enrolment of residents for the UID Project - Aadhaar up to providing requisite MIS reports to Registrar/ Enrolment Agency (Bank) and UIDAI on Enrolments/ Updation completed on a daily basis till the contract period. The functional scope shall also include the collection of demographic details as per the KYR+ data requirements of Bank of Maharashtra. The Operator cum supervisor shall also be responsible for delivering additional services as required by the Registrar through this RFP.

Key Capabilities required to be fulfilled by the selected Bidder:-

- The Bidder has to provide trained manpower at identified AADHAAR Enrolment centres of the Bank in selected Branches and across the nation and for our sponsored RRB as well.
- Operator cum supervisor shall work from the Premises (Branches) as per business hour/ working hour advised by the Bank. In some circumstances mobile Enrolment centre may also be required to operate during camps etc. Operator may also be asked to run the centre on holidays/ Sunday in case of requirement.
- The Bidder has to hire, train, certify with UIDAI exam qualified, and verify the manpower before deployment of the same to Bank. The sole responsibility of manpower shall be borne by the selected Bidder.
- Bidder has to ensure strict compliance of Aadhaar Act and other Enrolment related guidelines issued by the UIDAI from time to time. Keeping the Operator informed and updated with latest guidelines is sole responsibility of the Bidder.
- Bidder has to ensure proper functioning of each Enrolment Centre allotted to him with timely submission of Enrolment data, push of packets on SFTP managing MIS and reporting to Bank as required.
- The Bidder shall also provide necessary expertise to Bank in establishment of AADHAAR enrolment centres.
- Bank will provide Aadhaar Enrolment Kit to the operator engaged by the Bidder for the centre establishment by Bank. However the Bidder should impart knowledge and expertise in supplied manpower regarding the hardware maintenance and technical issues with UIDAI portal. The Bidder may also be capable to address the same issues through facility management centres.
- The Bidder shall impart knowledge of all relevant document and processes of UIDAI for enrolment agency and shall also be responsible for upgrading the knowledge base of manpower as and when such is notified by UIDAI.



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- The Bidder has to also verify the credentials of manpower and retain the same till the termination of Project.
- Performance of the Agency shall be reviewed half yearly and in case of unsatisfactory performance Bank shall be entitled to terminate the contract on its sole discretion without assigning any reason.

Regulatory/ Compliance requirements:-

- The Bidder has to comply with all existing regulatory guidelines.
- Engagement of Manpower is solely responsibility of the Agency empanelled by the Bank. Compliance with all statutory requirements including minimum wages/ labour law will be sole responsibility of the Bidder.

Model Enrollment Centre

Bank expects Model Enrolment Center that should facilitate members of public to get enrolled for aadhaar cards with the ease and convenience.

- The enrolment is applicable to Bank customers as well as other general public
- Agency should provide facility to people to take appointment to visit the center at their convenient time. This may be web based application for choosing appointment slots at the center with provision of data entry for public, if possible.
- The entered data should be verified by the operator at EC (Enrolment center) before capturing fingerprints, Iris and photo.
- It should not take more than 10 minutes to complete the enrolment for one person.
- For the centre, there should be average 6 Enrolment per hour and based on the demand/ load EA should arrange operators/devices on the demand/load.
- Agency should allocate necessary resources and equipment to meet the work load.
- There should not be any unreasonable queue or crowd at the EC. In other words, the EC facility should handle large crowds.
- The aim should be to set Model ECs (Enrolment Center) and a place of attraction for anybody to visit MahaBank EC.

4.1.1 Procure Biometric Devices as per UIDAI Specifications

The Bank will provide Aadhaar Kit including 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 Agency.

4.1.2 Setting up of Enrolment Stations and Enrolment Centers

The process for setting up Enrolment Centre is defined in 4.3 Set up Enrolment centre sub process flow in Annexure V at the end of this document. The minimum facilities in the setup are as below.

a. Setting up of Enrolment station



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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.

- i. An enrolment station including a mobile enrolment station shall be equipped with all the necessary machinery which include

| Mandatory Requirements | |
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| A | Enrolment Station |
| A.1 | Laptop/Desktop available(The minimum system , Windows Operating System requirement are defined in Aadhaar Installation Setup Manual ; 4 USB /USB hub for connecting biometric devices) |
| A.2 | UIDAI software installed, tested, configured, registered with CIDR as per installation and configuration manual |
| A.3 | List of Introducers loaded on laptop |
| A.4 | UIDAI standards compliant Iris capture devices duly certified by STQC (make & model) |
| A.5 | UIDAI standards compliant finger print capture devices duly certified by STQC (make & model) |
| A.6 | UIDAI standards compliant digital camera as per UIDAI specifications. |
| A.7 | White back ground screen available for taking photographs |
| A.8 | Extra monitor for residents to verify their data (Min 15-16" or higher size with a resolution above 1024x768) |
| A.9 | All devices as per UIDAI standards |
| A.10 | Working of all equipment at every station tested |
| A.11 | Data backup device (Minimum 32 GB). Enough stock of Backup devices should maintained at each center. |
| A.12 | Printer (A4 laser printer; must print photo with good quality receipt) |
| A.13 | Printer Paper(Sufficient Quantity of Inventory for Center as per trend with minimum stock for 10 days) |
| A.14 | GPS Receiver (USB/built in) |
| A.15 | Antivirus / Anti Spy ware checks |
| A.16 | Data Card /Internet connectivity for Enrolment Client to be online every 24-48 hrs |
| A.17 | All Operators and Supervisors enrolled into AADHAAR and registered with C IDR |
| A.18 | The pre-enrolment data from the Registrars If used, is available for import on laptops |
| A.19 | If Registrar has additional fields to be captured , then the KYR+ software for capturing the KYR+ fields is configured and tested |

b. Setting up of Enrolment Centre

Enrolment Centre refers to the Branch premises where the enrolment is to be carried out. The process for setting up Enrolment centre is defined in 4.3 Set up Enrolment



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centre sub process flow in Annexure V at the end of this document. The minimum facilities in the setup are as below.

The enrolment plan and schedule for the center shall be prepared by the Enrolment Agency and shared with the registrar. One Enrolment Centre can host a single or multiple Enrolment Stations.

Other Conditions:-

1. The following indemnity clause will be incorporated in the Agreement.

The Agency/MHA hereby indemnified Bank and shall always keep indemnified and hold Bank and its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorney's fees) related to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against Bank as a result of:

- A) An act or omission of the Agency/operator cum supervisors in the performance of the obligations of the Agency under this RFP or breach of any of the term of this RFP;
- B) Claims made by operator cum supervisors, who are deployed by the agency against the Bank;
- C) Breach of confidentially obligations of the Agency contained in this RFP or otherwise;
- D) Willful negligence or gross misconduct solely attributable to the Agency or its employees.

2. Any other conditions:

- i) The Premises of the enrolment center will be provided by the Bank in their branches.
- ii) Any penalty/punishment levied by UIDAI, for the misconduct / lapses on the part of following standard procedure by Operator cum supervisor / Supervisor will be passed on the Agency.
- iii) Operator cum Supervisors will have to work any additional work assigned by UIDAI/Bank from time to time in relation to Aadhaar enrolment/ update centers.
- iv) Bidder has to support for Audit conducted by internal / external auditors / UIDAI.
- v) After UIDAI mandate, going forward, Bidder has to ensure that all Aadhaar related enrollment/ Updation / authentications/transactions would be done through registered devices. Any biometric device involved in Aadhaar transactions need to be registered with UIDAI. Charges on account of non-Registered devices arises has to be borne by Bidder.
- vi) It shall be solely responsibility of the agency that redundant connectivity should be

available during enrollment / updation.

- vii) Key figures on the enrolment stations/ centers are provided separately in **Annexure VI.**

3. Participating Bidders will have to execute Integrity Pact as per **Annexure VIII.**

4.1.3 Hire & Train Manpower for Enrolment

Hiring Manpower:

The Agency/MHA shall hire manpower as per eligibility decided by UIDAI at their own cost and on their payroll to operate the enrolment station/center as per the guidelines prescribed by UIDAI.

- i. Operator cum supervisor: The enrolling agency shall hire manpower, a person (operator cum supervisor) to execute enrolment at the enrolment stations as per the criteria provided below
1. The person should be of age 18 years and above.
 2. The person should have passed 10+2 examination or as per UIDAI guidelines whichever is later.
 3. The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.
 4. The person should have been enrolled for Aadhaar and his/her Aadhaar number should have been generated.
 5. The person should have undergone training on the process of UID Enrolment and various equipment and devices used during Aadhaar Enrolment.
 6. The person should have obtained certificate from a testing and certifying agency (NSEIT) authorized by UIDAI.
 7. The person should perform all the Roles and Responsibilities as stated in the website of UIDAI and also any changes from time to time.
 8. The agency should make alternate arrangement in case of necessity i.e. existing operator cum supervisor going on leave etc. Under no circumstances, the Aadhaar enrollment center should be left unattended by the operator cum supervisor.

- ii. Technical personnel : The enrolling agency shall hire Technical personnel to provide technical support during enrolment at the enrolment centers as per the criteria provided below
1. The Technical personnel shall be a Graduate and have a certification/experience on hardware/software trouble shooting and maintenance.
 2. The Technical personnel shall have a good understanding and experience in using a computer.
 3. The Technical personnel should have undergone training on the various equipment and gadgets as specified in 4.1.2.A above.
 4. The Technical personnel should have passed the Technical personnel test and certified from a testing and certifying agency authorized by UIDAI.
- iii. Induction training: After hiring the personnel as described above, the 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 and shall be compulsory. The period of induction training shall be sufficient enough to understand the standard procedure prescribed by the UIDAI.

Training of Manpower

The Enrolling Agency/MHA may also opt to 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. MHAs may opt for engaging specialized training Agency (only those who have been empanelled with UIDAI) for providing training to its enrollment personnel. However the MHA may also train their own manpower subject to certain conditions as prescribed below.

1. The training schedule and content shall be as prescribed by UIDAI.
2. The enrolling agency may prefer to have master trainers onboard. Master trainers shall be identified by the enrollment agency from its pool of trainers and get them trained by UIDAI/ its representative as per its schedule. Master trainers shall train the trainers.



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3. The enrolling 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.
4. The training and enrolment operations shall be separate activities.
5. Duration of the training will vary depending on the category/ level of the participant and shall be prescribed by UIDAI on its website.
6. The enrolling agency involved in training shall translate the training material into local language and hand it over to the course participants.
7. The enrolling agency shall ensure the availability of the requisite infrastructure for imparting training which shall include
 - a. Availability of at least two sets of the equipment and gadgets listed in 4.1.2.a above.
 - b. Certified trainers
8. The size of a batch for training shall not exceed 40 per batch.
9. The training schedule and contents for training shall be defined by UIDAI.
10. The manpower trained by the Enrolling 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.
11. The agency shall be subject to process audits for training from time to time by UIDAI/ its representative.

Indicative training modules and duration is provided in Annexure VII. Alternatively 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 Agency for enrolment operations.

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

Prior to the commencement of the Enrolment operations the MHA 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



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registrations. All content and material for such publicity will be jointly worked by UIDAI/Registrar and shall conform to specifications laid down by UIDAI.

UIDAI has defined clear-cut standard processes for enrolment as mentioned hereunder.

The Agency/operator cum supervisor 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.

Step 1a: Collect demographic data after due verification as prescribed by UIDAI

Please refer to 5.1.1, 5.1.2 in **Annexure V – Guidelines for Enrolments** for detailed standards and guidelines for demographic data collection. Please refer to process 4.5 for the detailed process flow of capturing Demographic and Biometric data capture.

Step 1b: Collect demographic data after due verification as prescribed by Registrar

Bank proposes to collect additional information related to KYC, KYR + wherever available and / or applicable during the enrollment process. The detailed guidelines for capturing additional information are given in Process flow.

Step 2: Collect Biometric data from the enrollees as prescribed by the UIDAI.

Please refer to 5.1.4 & 5.1.5 in Annexure V for detailed standards and guidelines for capture of Biometric data. Please refer to the process flow 4.5 and 4.6 Capture Demographic & Biometric Data & Ready for Transfer Sub Process Description of Annexure V for detailed steps involved in Biometric data collection

Step 3: Get consent letter and generate acknowledgement receipt.

After the demographic and biometric details are captured the enrolment operator shall show the demographic data to the enrollee and get his consent. If needed any corrections are made to the data and signed off by the operator by providing his finger prints. All exceptions need to be signed off by the Supervisor. A consent letter has to be printed and the signature/ thumb impression of the enrollee obtained and the letter filed. An acknowledgement receipt is then printed and provided to the enrollee as a reference.



Step 4: Data backup and transfer:

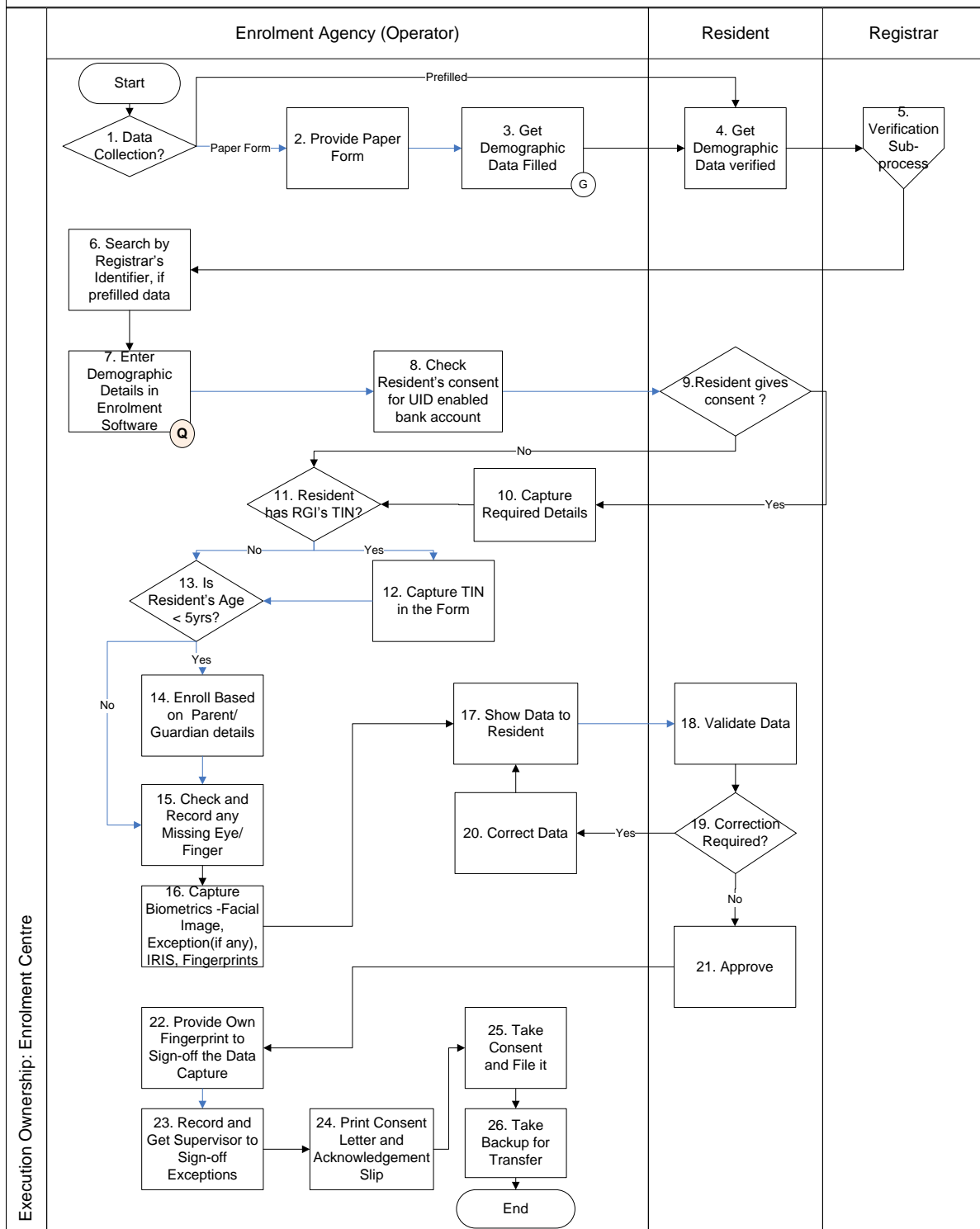
The data thus collected would be transmitted to the UIDAI for a process of de-duplication and allotment of the AADHAAR Number.

Please refer to the Guidelines for enrolment for detailed process flows of the various activities in the Enrolment process as prescribed by UIDAI. Process flow for Enrolment operations is as given below:



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Enrolment process flow



4.1.5 Send Enrolment Data to Registrar

The UIDAI will separately prescribe the methods by which the data has to be transferred to the Authority for storage in Central Identities Data Repository (CIDR). The guidelines from RFP 092020 (AADHAAR)



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UIDAI will relate to the transfer of data into specific memory devices and transporting them through a secure network or physically by the postal or courier services to the address which will be specified. The enrolling Agency are therefore advised to obtain these instructions before they proceed to collect the demographic and Biometric Data of the willing enrollees. The UIDAI will also issue separate instructions on the form of capture and storage for the PoI and PoA documents. UIDAI will not be responsible for storage of POA/POI documents.

4.1.6 Privacy & Security

Enrolling Agency are responsible to make sure that the data is kept in a very secure and confidential manner and under no circumstances, shall they neither use the data themselves nor part with the data to any other agency other than the UIDAI. 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 Daily

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

4.2 Geographical Scope

The geographical scope of work for enrolment operations shall include the following areas that shall be catered to by the Enrolment agency by setting up stationary enrolment stations as specified in **Annexure VI** of this RFP.

4.3 Service Levels (Illustrative)

Bank will have right to recover any opportunity loss or monetary loss incurred by the Bank due to non-functioning or malfunction on part of Bidder. The penalty may be recovered from project cost/AMC cost/BG as per discretion of the Bank.

| Sl. No. | Performance Indicator/ Description of work | Turn Around Time(TAT) / Service Level | Penalty on breach of service level (imposed monthly) |
|---------|--|---|--|
| 1 | Appointment of operator cum supervisors/ supervisor in the Branches/ Aadhaar center | Within 15 days of award of contract | Rs. 1000/- per month per center or part thereof. |
| 2 | Availability of Operator cum supervisors/ supervisor in working condition at the particular Bank Branch identified for setting up of Enrolment Station as per the work plan | The operator cum supervisor must attend to work every working day of the Bank or agency should make alternate arrangement immediately as per Bank's requirements. If the operator is not available as per work plan than it will be treated as breach of service level agreement. | Rs.100/- per day for violation in a particular branch/ center. |
| 3 | Aadhaar data should not be leaked/ disclosed | If the data is leaked/ disclosed to other than UIDAI/ Bank at any time | Penalty charges by UIDAI will be passed on to the Agency/ operator cum supervisor |
| 4 | Project Execution / implementation/ Inactive Aadhaar center identified by the UIDAI | As per applicable guidelines of UIDAI | Actual Penalty imposed by UIDAI/ other statutory agency |
| 5 | Other malfunction/ error/ noncompliance by Bidder in achievement of target in terms of average enrolment per day per center as per UIDAI | Minimum Average required: 12 Minimum 50% above than the desired level advised by the UIDAI. (Presently UIDAI prescribed average 8 enrolment per day per AEC) | 1. Penalty of Rs. 5,000/- per AEC for non-achievement of target Or 2.Penalty imposed by UIDAI/other statutory agency; whichever is higher of 1 and 2. |



In view of number of complaints received by UIDAI in the past, regarding enrolment center demanding money for enrolment or overcharging for Aadhaar related services a penalty of Rs.50,000/- (or any such amount) per incident being charged by UIDAI will be passed on to the Agency as deemed fit, if the operator cum supervisors/ supervisor is found at fault/guilty.

Further, various incidents have come into notice, where in the operator cum supervisors have carried out enrolment by bypassing the biometric capture/validation required by the operator cum supervisor before carrying out Enrolment / update. In order to contain this, it has been decided by UIDAI to impose a penalty of Rs.1,00,000/-(or any such amount) per enrolment machine found to be bypassing the operator cum supervisor bio metrics. Such event penalty by UIDAI will be passed on to the Enrolment Agency as deemed fit.



4.4 Roles and Responsibilities

The roles and responsibilities of the various parties involved in the Enrolment process are defined below:

| Role | Responsibilities |
|-----------------------|---|
| Enrolling Agency/ MHA | <ul style="list-style-type: none"> • Ensure UIDAI processes & standards are followed • Assist Registrar develop enrolment schedules. • Work closely with the Registrar in enrolment publicity & awareness at grass-root level • Ensure availability of certified Operator cum supervisor at enrolment centres • Ensure adequate number of stationary are available. • Ensure adequate backup arrangement at enrolment centre. • Setup enrolment stations. • Capture demographic and biometric data. • Handle exception cases during capture of data • Obtain consent letters and make corrections in data recorded, if required • Provide acknowledgement slips to Residents • Handle issues and concerns of operators and residents • Redundant connectivity should be available during enrolment /Updation • Ensure audit feedback, if any, incorporated in process • Enable successful data transfer to CIDR • File, back up & store enrolment data as per UIDAI guidelines • Take remedial / corrective action in case of process / quality deviations • Verifications of documents submitted by enrollee should be verified and authenticated by supervisor / authorised officials of successful Bidder and obtain endorsement from Bank officer/ Verifier of the Registrar. • Provide Aadhaar Kit at the Enrolment Branches/Centers, if required. <p>Working of enrolment stations information should be reported to Registrar on daily basis on district and schedule wise.</p> |

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| Role | Responsibilities |
|--------------------------------------|---|
| Registrar- Bank of Maharashtra | <ul style="list-style-type: none">• Provide Aadhaar Kit at the Enrolment Branches/ Centers.• Audit of Enrolment Centres' readiness• Audit of enrolment agency processes and their effectiveness• Verification/Authentication of PoI, PoA, DoB documents by the Bank Verifier/ Officials• Define enrolment plan including locations & timeframe• Identify suitable locations for setting up enrolment centres• Ensure pre-enrolment data, where applicable, is available to Enrolment Agency• Ensure communication reaches the target beneficiaries / residents• Provide template for paper-based enrolment form containing KYR & KYR+ fields• Setup mechanism for periodic process & data quality• Confirm the identity of the resident by giving his/her UID and fingerprints for verification |
| UIDAI | <ul style="list-style-type: none">• Facilitate certification of biometric devices• Provide training content• Appoint a training and certification agency and provide testing content to this agency• Provide required standards & guidelines• Vet awareness & publicity content |

4.5 Timelines

The period or Schedule is for 3 years from the date of signing the contract. Bank may extent project in consultation with UIDAI, if required.

4.6 Payment to the Enrolling Agency

Payments shall be made to the Enrolling Agency/MHA by the Registrar on a monthly basis based on coverage of the scope of work as per number of centres active. This payment shall be subject to adherence to the Service Level Agreements and after recovering the full amount of penalty if any, imposed on the Bidder by Bank.

The Bidder/MHA to submit his bills / Invoice with comprehensive statement of enrollment details as per the Bank's requirements to be submitted to respective Bank's controlling authorities as identified by Bank for payments.

Tax deducted at source (TDS)/ Goods & Service tax (G.S.T.)/ or any other taxes as applicable will be recovered from payments to the Bidder.

5. PRE-QUALIFICATION PROPOSAL/ TECHNICAL BID

The Pre-Qualification Proposal shall consist of the Pre-Qualification Proposal Submission Form and the Pre-Qualification Proposal Application Form and the documents required as per the list of mandatory documents as given in 3.29 (j) 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 Bank of Maharashtra is not provided by applicant, Bank of Maharashtra 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 3.29 (j) of the Data Sheet shall be grounds for rejection of the Proposal.

5.1 Pre-Qualification Proposal Submission Form

The Bidders shall submit the Pre-Qualification Submission Form as given in Annexure I

5.2 Pre-Qualification Proposal Application Form

The Bidders shall submit the Pre-Qualification Proposal Application Form as given in Annexure II. The Bidders shall also submit all the mandatory documents as given in 3.29 (j) of the Data Sheet.

6. FINANCIAL PROPOSAL FORMS

The Bidder shall quote the total cost for providing services as per the Scope of Work given in Clause 4 which shall include the cost for collection of demographic and biometric details of residents as per the requirements of the Bank of Maharashtra and UIDAI and the cost for providing other additional services specified in the Scope of Work. The total cost quoted shall be inclusive of all expenses like travel and lodging, cost of setting up enrolment centers and mobile units, all taxes and duties. The offer submitted in financial proposal must be in Indian Rupees only, and price quoted must include all taxes and levies. The price quoted shall be the final cost inclusive of all taxes and levies.

All the employees/ operator deployed by the selected Bidder/MHA should have in their pay roll and must comply with Minimum Wages Act, Contract Labour Act, Provident Fund & ESIC facility standard and/or any other Laws, Rules, Regulations, Bye laws, Notifications etc.

6.1 Financial Proposal Covering Letter

The Bidders shall submit the Financial Proposal Covering Letter as given in **Annexure III**.

6.2 Financial Proposal Form

The Bidders shall submit the Financial Proposal Form as given in **Annexure IV**. Financial Proposals which are not submitted as per the Financial Proposal Form shall be summarily rejected. Any conditional bids shall also be rejected during the evaluation of the financial proposals



7. STANDARD CONTRACT

7.1 Contract Form

THIS AGREEMENT is made on this _____ (eg.3rd) day of _____ (eg. June), _____ (eg. 2020), between _____ of _____

_____ (hereinafter called "the Bank") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and

_____ of _____ (hereinafter called "the Bidder") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

[Note: If the Bidder consists of more than one entity, the above should be partially amended to read as follows: "... (, of the one part) and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Bank for all the Bidder's obligations under this Contract, namely, [name of Bidder] and [name of Bidder] (hereinafter called the "Bidder").]

WHEREAS the Bank had invited bids for certain Services, viz., _____ (eg. Name of bid) vide their bid document number _____, dated _____

AND WHEREAS various applications were received pursuant to the said bid

AND WHEREAS the Bank has accepted a Bid by the Bidder for the supply of those Services in the sum of _____ (hereinafter "the Contract Price").

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. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) The following Appendices: *[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix]:*
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Total Cost of Services
 - Appendix D: Duties of the Bank
 - Appendix E: Form of Bank Guarantee Bond
3. The mutual rights and obligations of the Bank and the Bidder shall be as set forth in the Contract, in particular:
 - a) the Bidder shall carry out the Services in accordance with the provisions of the Contract; and



b) the Bank shall make payments to the Bidder in accordance with the provisions of the Contract.

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

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

[Authorized Representative]

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

[Authorized Representative]

For and on behalf of each of the Members of the *Bidder*

[Name of member]

[Authorized Representative]

7.2 General Conditions of Contract

7.2.1 GENERAL PROVISIONS

| | |
|-----------------------------|---|
| <p>1 Definitions</p> | <p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> (a) “Applicable Law” means the laws and any other instruments having the force of law in India. (b) “Bank” means the entity purchasing the services under this Contract (c) “Contract” means the Agreement entered into between the Bank and the Bidder, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 7.2.6, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 7.2.1. (f) “Enrolling Agency/ Enrolment Agency” means– the agency appointed by the Registrar for collection of the demographic and biometric data in the location assigned by the Registrar (g) “GC” means these General Conditions of Contract. (h) “Government” means the Government of India. (i) “Registrar” means the Agency of the Central or State Government or Local Government comprising the elected rural and urban local bodies Constitutional/ statutory Village Councils or a recognized Non-Governmental Organization with whom the UIDAI has entered into a Memorandum of Understanding for covering issues related to the implementation of the UID Project. The Registrar is the Bank of the services under this Contract. (j) “Bidder” means any private or public entity that will provide the Services to the Bank under the Contract. The Bidder is the Enrolling Agency whose bid to perform the Contract has been accepted by the Bank and is named as such in the Agreement (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities. (l) “Party” means the Bank or the Bidder, as the case may be, and “Parties” means both of them. (m) “Personnel” means persons hired by the Bidder and assigned to |
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| | <p>the performance of the Services or any part thereof.</p> <p>(n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>(o) "Services" means the work to be performed by the Bidder pursuant to this Contract, as described in Appendix A hereto.</p> <p>(p) "Bidder" means the entity bidding for the services under the Contract.</p> <p>(q) "Resident" means normal resident of India</p> <p>(r) "UIDAI" means Unique Identification Authority of India</p> <p>(s) "In writing" means communicated in written form with proof of receipt.</p> |
| 2 Relationship Between the Parties | <p>Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Bank and the Bidder. The Bidder, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p> |
| 3 Law Governing Contract | <p>This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.</p> |
| 4 Language | <p>This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p> |
| 5 Notices | |
| | <p>a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.</p> |
| | <p>b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC 7.3.5.1(c).</p> |
| 6 Location | <p>The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Bank may approve.</p> |
| 7 Authorized Representatives | <p>Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Bank or the Bidder may be taken or executed by the officials specified in the SC.</p> |



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| 8 Taxes and Duties | The Bidder and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India |
| 9 Fraud and Corruption | |
| 9.1 Definitions | <p>It is the Bank's policy to require that the Bank as well as Bidders observe the highest standard of ethics during the selection and execution of such contracts. The Bank also requires that the Bidder does not demand any service charges from the Resident unless the same is agreed with the Bank in advance. In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none">(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Bank; and includes collusive practice among Bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Bank of the benefits of free and open competition(iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Bank, designed to establish prices at artificial, noncompetitive levels;(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;(v) "unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to; |
| 9.2 Measures to be taken by the Bank | <p>(a) The Bank may terminate the contract if it determines at any time that representatives of the Bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Bidder having taken timely and appropriate action satisfactory to the Bank to remedy the situation;</p> <p>(b) The Bank may also sanction against the Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time</p> |



| | |
|---------------------------------|---|
| | determines that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract |
| 9.3 Commissions and Fees | c) Bank will require the successful Bidder to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. |
| 10 Interpretation | <p>In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract;</p> <p>(b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;</p> <p>(c) unless otherwise specified a reference to a clause, sub-clause or clause is a reference to a clause, sub-clause or clause of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(i) in the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail</p> |

7.2.2 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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| 1 Effectiveness of Contract | This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date. |
| 2 Termination of Contract for | If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice |

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| Failure to Become Effective | to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 3 Commencement of Services | The Bidder shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC. |
| 4 Expiration of Contract | Unless terminated earlier pursuant to Clause GC 7.2.2. 3 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC. |
| 5 Entire Agreement | This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein. |
| 6 Modifications or Variations | <p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>(b) In cases of substantial modifications or variations, the prior written consent of the Bank is required.</p> |
| 7 Force Majeure | |
| 7.1 Definition | <p>a) For the purposes of this Contract, "Force Majeure " means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, epidemic, pandemic, Govt. lockdown, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government Agency.</p> <p>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p> |

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| 7.2 No Breach of Contract | <p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party within 15 days in writing as soon as possible about the occurrence of such an event.</p> |
| 7.3 Measures to be Taken | <p>(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fifteen (15) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the Bank, shall either:</p> <p>(i) Demobilize,; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.</p> <p>(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 7.2.8.</p> |
| 8 Suspension | <p>The Bank may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.</p> |
| 9 Termination | |
| 9.1 By the Bank | <p>The Bank may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (i) of this Clause GC</p> |



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| | <p>7.2.9.1. In such an occurrence the Bank shall give a not less than thirty (30) days' written notice of termination to the Bidder:-</p> <ul style="list-style-type: none"> (a) If the Bidder does not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Bank may have subsequently approved in writing. (b) If the Bidder becomes (or, if the Bidder consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary. (c) If the Bidder, in the judgment of the Bank has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. (d) If, as the result of Force Majeure, the Bidder are unable to perform a material portion of the Services for a period of not less than thirty (30) days. (e) If the Bank, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. (f) If the Bidder submits to the Bank a false statement which has a material effect on the rights, obligations or interests of the Bank. (g) If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Bank. (h) If the Bidder fails to provide the quality services as envisaged under this Contract. The Registrar/ UIDAI may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The Registrar/ UIDAI may decide to give one chance to the Bidder to improve the quality of the services. (i) If the Bidder fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7.2.2.8 hereof. (j) In the event the Bank terminates the Contract in whole or in part, pursuant to Clause 7.2.2.9.1, the Bank may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Bidder shall be liable to the Bank for any additional costs for such similar services. However, the Bidder shall continue performance of the Contract to the extent not terminated |
| <p>9.2 By the Bidder</p> | <p>The Bidders may terminate this Contract, by not less than thirty (30) days' written notice to the Bank, such notice to be given after the</p> |



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| | <p>occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 7.2.2.9.2</p> <p>(a) If the Bank fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clause 7.2.2.8 hereof within forty-five (45) days after receiving written notice from the Bidder that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than thirteen (30) days.</p> <p>(c) If the Bank fails to comply with any final decision reached as a result of arbitration pursuant to Clause 7.2.2.8 hereof.</p> <p>(d) If the Bank is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by the Bank of the Bidder's notice specifying such breach.</p> |
| <p>9.3 Cessation of Rights and Obligations</p> | <p>Upon termination of this Contract pursuant to Clauses 7.2.2.2 or 7.2.2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 7.2.3.1 hereof, (iii) the Bidder's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 7.2.3.(3.5 hereof, and (iv) any right which a Party may have under the Law.</p> |
| <p>9.4 Cessation of Services</p> | <p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 7.2.2.9.1 or GC 7.2.2.9.2 hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Bidder and equipment and materials furnished by the Bank, the Bidder shall proceed as provided, respectively, by Clauses 7.2.3.9 or 7.2.3.10 hereof.</p> |



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| <p>9.5 Payment upon Termination</p> | <p>Upon termination of this Contract pursuant to Clauses GC 7.2.2.9.1 or GC 7.2.2.9.2, the Bank shall make the following payments to the Bidder:</p> <p>(a) If the Contract is terminated pursuant to Clause GC 7.2.2.9.1 (d), (e), (g), (h) or 7.2.2.9.2, remuneration pursuant to Clause GC 7.2.6.3(c), (i) hereof for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) If the agreement is terminated pursuant of Clause GC 7.2.2.9.1 (a) to (c) and (f) to (i), the Bidder shall not be entitled to receive any agreed payments upon termination of the contract. However, the Bank may consider making payment for the part satisfactorily performed on the basis of Quantum Meruit as assessed by it, if such part is of economic utility to the Bank. Applicable under such circumstances, upon termination, the Bank may also impose liquidated damages as per the provisions of Clause GC 7.2.9 of this agreement. The Bidder will be required to pay any such liquidated damages to Bank within 30 days of termination date.</p> |
| <p>9.6 Disputes about Events of Termination:</p> | <p>If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 7.2.2.9.1 or in Clause GC 7.2.2.9.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 7.2.8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p> |
| <p>10 Extension of Contract</p> | <p>The contract shall be extended for a period as required by the Bank based on mutual agreement. The rates used for the calculation of the 'Total Cost of Services' as given in Annexure IV shall be effective for such extension.</p> |

7.2.3 OBLIGATIONS OF THE BIDDER

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| <p>1 General</p> | |
| <p>1.1 Standard of Performance</p> | <p>The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Bank, and shall at all times support and safeguard the Bank's legitimate interests in any dealings with third Parties.</p> |

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| 2 Bidders Not to Benefit from Commissions, Discounts, etc. | a) The payment of the Bidder pursuant to Clause GC 7.2.6 shall constitute the Bidder's only payment in connection with this Contract or the Services, and the Bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Bidder shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment. b) Furthermore, if the Bidder, as part of the Services, has the responsibility of advising the Bank on the procurement of goods, works or services, the Bidder shall comply with the Bank's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Bank. Any discounts or commissions obtained by the Bidder in the exercise of such procurement responsibility shall be for the account of the Bank. |
| 3 Prohibition of Conflicting Activities | The Bidder shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. |
| 3.1 Confidentiality | Except with the prior written consent of the Bank, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. The obligation under this clause shall survive the termination or expiration of this agreement. |
| 4 Insurance to be Taken Out by the Bidder | The Bidder (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Bank, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Bank's request, shall provide evidence to the Bank showing that such insurance has been taken out and maintained and that the current premiums have been paid. |
| 5 Accounting, Inspection and Auditing | (a) The Bidder (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Bank or its designated representative and/or the Bank, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Bank or the Bank, if so required by the Bank or the Bank as the case may be. b) The Bank shall have the right to carry out inspection checks, audits of the Bidder's premises and/ or locations, facilities, or point of delivery of services performed under this contract. |



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| | (c) The Bank shall have the right to carry out scheduled/ un-scheduled visits to any of the locations, enrolment centres manned by the Bidder and oversee the processes and operations of the Bidder |
| 6 Sub-contracting | The Bidder shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract |
| 7 Reporting Obligations | (a) The Bidder shall submit to the Bank the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. |
| 8 Rights of Use | (a) All rights of use of any process, product, service, or data developed, generated, or collected, or any other task performed by the Bidder under the execution of the contract, would lie exclusively with the Bank or its nominated Agency in perpetuity free from all liens, encumbrances, and other third party rights and the Bidder shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Bank or its nominated Agency. |
| 9 Equipment, Vehicles and Materials Furnished by the Bank | Equipment, vehicles and materials made available to the Bidder by the Bank, or purchased by the Bidder wholly or partly with funds provided by the Bank, shall be the property of the Bank and shall be marked accordingly. Upon termination or expiration of this Contract, the Bidder shall make available to the Bank an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Bank's instructions. While in possession of such equipment, vehicles and materials, the Bidder, unless otherwise instructed by the Bank in writing, shall insure them at the expense of the Bank in an amount equal to their full replacement value. |
| 10 Equipment and Materials Provided by the Bidders | Equipment or materials brought into India by the Bidder and the Personnel and used either for the Project or personal use shall remain the property of the Bidder or the Personnel concerned, as applicable. |
| 11 Intellectual Property Rights (IPR) | (a) The intellectual property rights to all the outputs, deliverables, data, reports developed during the execution of this Contract shall remain sole property of the Bank |
| 12 Assignment | The Bidder shall not assign, in whole or in part, their obligations under this Contract |

7.2.4 BIDDER'S PERSONNEL

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| 1 General | The Bidder shall employ and provide such qualified and experienced Personnel as are required to carry out the Services. |
| 2 Project Manager | If required by the SC, the Bidder shall ensure that at all times during the Bidder's performance of the Services a project manager, acceptable to the Bank, shall take charge of the performance of such |



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| | Services. |
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7.2.5 OBLIGATIONS OF THE BANK

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| 1 | Assistance and Exemptions | <p>Unless otherwise specified in the SC, the Bank shall use its best efforts to ensure that the Government shall:</p> <p>(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(b) Provide to the Bidder and Personnel any such other assistance as may be specified in the SC.</p> <p>(c) Other assistance/ exemption as specified in SC 7.3 (5.1 (c))</p> |
| 2 | Change in the Applicable Law Related to Taxes and Duties | <p>If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Bidder for providing the services i.e. GST or any such applicable tax from time to time, which increases or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 7.2.6.1(b).</p> |
| 3 | Services, Facilities and Property of the Bank | <p>(a) The Bank shall make available to the Bidder and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix.</p> <p>(b) In case that such services, facilities and property shall not be made available to the Bidder as and when specified in Appendix D, the Parties shall agree on any time extension that it may be appropriate to grant to the Bidder for the performance of the Services .</p> |
| 4 | Payment | <p>In consideration of the Services performed by Bidder under this Contract, the Bank shall make to the Bidder such payments and in such manner as is provided by Clause GC 7.2.2.6 of this Contract.</p> |
| 5 | Counterpart Personnel | <p>(a) If necessary, the Bank shall make available to the Bidder free of charge such professional and support counterpart personnel, to be nominated by the Bank with the Bidder's advice, if specified in Appendix D.</p> <p>(b) Professional and support counterpart personnel, excluding Bank's liaison personnel, shall work under the exclusive direction of the Bidder. If any member of the counterpart personnel fails to perform adequately any work assigned to such</p> |

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| | member by the Bidder that is consistent with the position occupied by such member, the Bidder may request the replacement of such member, and the Bank shall not unreasonably refuse to act upon such request. |
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7.2.6 PAYMENTS TO THE BIDDER

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| 1 Total Cost of Services | <p>(a) The total indicative cost of the Services payable is set forth in Annexure IV as per the Bidder's proposal to the Bank and as negotiated thereafter.</p> <p>(b) Except as may be otherwise agreed under Clause GC 7.2.2.6 and subject to Clause GC 7.2.6.1(c), payments under this Contract shall not exceed the amount specified in Annexure IV.</p> <p>(c) Notwithstanding Clause GC 7.2.6.1(b) hereof, if pursuant to of the Clause GC 7.2.5.2 hereof, the Parties shall agree that additional payments shall be made to the Bidder in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 7.2.6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 7.2.6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.</p> |
| 2 Currency of Payment | All payments shall be made in Indian Rupees |
| 3 Terms of Payment | <p>The payments in respect of the Services shall be made as follows:</p> <p>(a) The Bidder shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC.</p> <p>(b) All payments under this Contract shall be made to the accounts of the Bidder specified in the SC.</p> <p>(c) In case of early termination of the contract, the payment shall be made to the Bidder as mentioned here with:</p> <p>(i) Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Bidder shall provide the details of the services performed during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the rate as specified.</p> |



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7.2.7 GOOD FAITH

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| 1 Good Faith | The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
| 2 Operation of the Contract | The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof. |

7.2.8 SETTLEMENT OF DISPUTES

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| 1 Amicable Settlement | <p>Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond or the dispute cannot be amicably settled before 30 days following the response of that party, clause GC 8.2 shall become applicable.</p> <p>*The days may be finalized with mutual understanding of the parties.</p> |
| 2 Arbitration | <p>(a) In the case of dispute arising upon or in relation to or in connection with the contract between the Bank and the Bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Bank and the Bidder, the Bank & the Bidder have been unable to resolve contractual disputes amicably, either party may require that the disputes be referred for resolution through sole Arbitrator preferably. In case, the parties are not in consensus of the sole arbitrator, the Number of Arbitrators shall be three, with each side to the dispute being entitled to appoint one Arbitrator. The two Arbitrators appointed by the parties shall appoint a third arbitrator shall act as the chairman of the proceedings, The Award of the Arbitrator shall be Final and binding on the parties. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</p> <p>(b) Arbitration proceedings shall be held in India at the place indicated in SC 7.3.8.2 (b) and the language of the arbitration proceedings and that of all documents and communications</p> |

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| | <p>between the parties shall be English.</p> <p>(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Bank and the Bidder. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.</p> |
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7.2.9 LIQUIDATED DAMAGES

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| 1 | <p>The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.</p> |
| 2 | <p>The amount of liquidated damages for services under this Contract shall be applicable on actual basis not exceed the Contract Price.</p> |
| 3 | <p>The liquidated damages shall be applicable under the following circumstances:</p> <p>(a) Except as provided under GC 7.2.7, if the Bidder fails to perform the services within the period specified in the Contract, the Bank may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the value of the services supplied beyond stipulated delivery schedule for each week or part thereof of delay until actual delivery of performance, subject to a maximum of 10% of the value of the such services.</p> <p>(b) In addition, the Bidder is liable to the Bank for payment of penalty as specified in the SLA</p> <p>(c) If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements within 14 days of being informed by the Bank, the Bank shall be free to impose any penalty as deemed fit. In addition, the Bank shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Bidder</p> |

7.2.10 ADHERENCE TO RULES & REGULATIONS

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| 1 Adherence to Safety Procedures, Rules, | <p>(a) The Bidder shall comply with the provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory Agency and by Bank shall be applicable in the performance of this Contract and the Bidder shall abide by these</p> |
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| <p>Regulations, & Restrictions</p> | <p>laws.</p> <p>(b) Access to the data centre/ data processing sites and Bank's locations shall be restricted to only essential personnel belonging to the Bidder who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Bank. The Bidder shall maintain a log of all activities carried out by each of its personnel.</p> <p>(c) The Bidder shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Bidder shall adhere to all security requirement/regulations of the Bank during the execution of the work.</p> <p>(d) The Bidder shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations</p> <p>(e) The Bidder shall at all times indemnify and keep indemnified the Bank for any situation arising out of this clause while providing its services under the Project.</p> |
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7.2.11 LIMITATION OF LIABILITY

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| <p>1 Limitation of Liability</p> | <p>Except in case of gross negligence or willful misconduct:</p> <p>(a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the Bank; and</p> <p>(b) The aggregate liability of the Bidder to the Bank whether under the Contract, in tort, or otherwise, shall be applicable on actual basis not exceeding the amount specified in the Contract Price Provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Bidder to indemnify the Bank with respect to patent infringement</p> |
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7.2.12 INDEMNITY

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| <p>1 Indemnity</p> | <p>(i) The Bidder shall at all times indemnify and keep indemnified the Bank against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.</p> <p>(ii) The Bidder shall at all times indemnify and keep indemnified the Bank against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or</p> |
|---------------------------|---|



UID PROJECT (AADHAAR)

| | |
|--|---|
| | <p>suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Bidder.</p> <p>(iii) The Bidder shall at all times indemnify and keep indemnified the Bank against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Bidder, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>(iv) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> |
|--|---|

7.2.13 SEVERABILITY

| | |
|------------------------------|---|
| <p>1 SEVERABILITY</p> | <p>(i) If any of the provisions of this RFP may be constructed in more than one way, one of which would render the provision illegal or otherwise voidable or enforceable, such provision shall have the meaning that renders it valid and enforceable.</p> <p>(ii) In the event any court or other government authority shall determine any provisions in this RFP is no amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect as prior to amendment.</p> <p>(iii) In the event that any of the provisions of this RFP shall be found to be void, but would be valid if some part thereof was deleted or the scope, period or area of application were reduced, then such provision shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make such provisions valid and effective, provided however, that on the revocation, removal or diminution of the law or provisions, as the case may be, by virtue of which such provisions contained in this RFP were limited as provided hereinabove, the original provisions would stand renewed and be effective to their original extent, as if they had not been limited by the law or provisions revoked. Notwithstanding the limitation of this provision by nay law for the time being in force, the Parties undertake to, at all times observe and be bound by the spirit of this RFP.</p> |
|------------------------------|---|

7.2.14 MISCELLANEOUS PROVISIONS

| | |
|--|--|
| <p>1 Miscellaneous Provisions</p> | <p>(i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(ii) The Bidder shall notify the Bank of any material change in their status, in particular, where such change would</p> |
|--|--|

UID PROJECT (AADHAAR)



| | |
|--|---|
| | <p>impact on performance of obligations under this Contract.</p> <p>(iii) Each member/constituent of the Bidder, in case of a Consortium shall be jointly and severally liable to and responsible for all obligations towards the Bank for performance of works/services under the Contract.</p> <p>(iv) All materials provided to the Bank by Bidder are subject to Country and Maharashtra state public disclosure laws such as RTI etc.</p> <p>(v) The Bidder shall not make or permit to be made a public announcement or media release about any aspect of the Contract without a written consent from the Bank.</p> |
|--|---|

7.3 SPECIAL CONDITIONS OF CONTRACT

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

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|---|
| 7.2.1.5 | <p>The addresses are:</p> <p>Bank: <Designation></p> <p>Attention: <Address></p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Bidder: _____</p> <p>_____</p> <p>Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> |



UID PROJECT (AADHAAR)

| | |
|-----------|--|
| {7.2.1.7} | {The Bidder is [insert name]} |
| 7.2.1.7 | The Authorized Representatives are: For the Bank: Name of Officer _____ For the Bidder: _____ |
| 7.2.2.1 | The effective date of the Contract: |
| 7.2.2.3 | The date for the commencement of Services: <Within 15 days from the signing of the contract between the Bank and the Bidder> |
| 7.2.2.4 | The time period shall be: <Enter number of months> |
| 7.2.3.5 | The risks and the coverage shall be as follows: <ul style="list-style-type: none">(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Bidder or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988;(b) Third Party liability insurance, with a minimum coverage of the value of the contract(c) Professional liability insurance, with a minimum coverage of the value of the contract(d) Bank's liability and workers' compensation insurance in respect of the Personnel of the Bidder and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Bidder's property used in the performance of the Services, and (iii) any outputs prepared by the Bidder in the performance of the Services. |



| | |
|------------------------|--|
| <p>7.2.6.3</p> | <p><u>General terms and conditions of Payment Schedule</u></p> <ol style="list-style-type: none"> 1) All payments shall be made by the Bank in favour of the Bidder 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. 3) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 60 days of submission of invoice. 4) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Bank, any work done or supply made or service rendered by Bidder is deficient in any manner in comparison to the prescribed standards, Bank shall be at liberty to withhold a reasonable portion of the payments due to the Bidder, till such work/ supply/ service is made confirming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the Bank under this contract. 5) All payments under this Contract shall be made to the account of the Bidder with (Bank & A/c No.): <p>Payments will be made by the Bank to the Bidder as per Contract Value quoted in the Formats for Financial Proposal and agreed in the Contract, as follows:</p> <p><u>Payment Schedule</u></p> <p>After successful generation AADHAR number from UIDAI, successful Bidder should submit the invoice monthly.</p> <p>Payment will be released only after successful AADHAAR number generation and deducting applicable TDS/Any Tax and penalty if any.</p> |
| <p>7.3.8.2 (a)</p> | <p>Authority who will appoint the Presiding Arbitrator : Bank of Maharashtra</p> |
| <p>7.2.8.2 (b)</p> | <p>The Arbitration proceedings shall take place in Pune in India.</p> |

**7.4 Appendices to contract****APPENDIX A - DESCRIPTION OF SERVICES**

Bank will enter into service level agreement as per scope of work mentioned in the document.

The engagement shall include all the steps from setting up an enrolment station/center for enrolment of residents for the UID Project up to providing requisite MIS reports to Registrar, Respective State Govt. and UIDAI on enrolments completed on a daily basis till the whole enrolment operation for the targeted areas are completed.

All hardware and Software required for Project as per UIDAI standard is the responsibility of Registrar. Further enrolment agency has to capture and provide KYR + KYC data (in soft form) along with biometric data to the Registrar, Respective State Govt. and UIDAI.

APPENDIX B – REPORTING REQUIREMENTS

Successful Bidders have to submit following MIS information to Bank and UIDAI on a daily basis –

- a) Introducers and Verifiers enrolment report
- b) Packet Disbursement report
- c) KYR+ packet report of registrar and Respective State Govt.
- d) Status Report of Enrolment Stations
- e) Status report on deployment of operators and Kits
- f) Enrolment Status report
- g) Report of Data packet submitted to UIDAI
- h) KYC data (KYR+) to Bank and respective State Govt.
- l) Any other Adhoc Reports -MIS to concerned authorities as and when required.



APPENDIX C – TOTAL COST OF SERVICES

| Particular | No of proposed Bank Branches for enrolment center | Cost per Center per month | Total Cost |
|--------------------------------|---|---------------------------|------------|
| | | A | T |
| Fixed Cost (Per Centre) | 236 | | |

Total Cost in Words:

Cost should be mentioned Exclusive of Applicable Taxes / GST

Bidder may participate as per the Schedule (as per the geographical area).

APPENDIX D – DUTIES OF THE BANK

The Bank shall make available, to the Bidder free of charge the space for enrolment station and Aadhaar Enrolment Kit.



UID PROJECT (AADHAAR)

APPENDIX 1(A): FORMAT FOR SPECIFIC QUERIES RELATED TO RFP

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

| | |
|------------------|-------------------------------------|
| RFP Ref : 092020 | UID project for Bank of Maharashtra |
| Bidder's Name | |

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



UID PROJECT (AADHAAR)

APPENDIX 1 (B): QUERY FORMAT FOR PRE-BID MEETING: GENERAL QUERIES NOT RELATED TO RFP DOCUMENT

| | |
|---------------------------------|--|
| RFP Ref: 092020 for UID Project | |
| Bidder's Name | |

| Sr. No. | General Query related to RFP | Comment/Suggestion/Deviation |
|---------|------------------------------|------------------------------|
| 1 | | |
| 2 | | |
| 3 | | |



APPENDIX E – FORM OF BANK GUARANTEE BOND FOR EACH SCHEDULE

Bank Guarantee no.:

Date

Period of Bank Guarantee:

Valid for 42 months

Amount of Bank Guarantee:

Rs.

To,
Bank of Maharashtra,
Head Office, FI Department,
1501, Lokmangal,
Shivajinagar, Pune 411005.

THIS DEED OF GUARANTEE made at Pune thisday of ----- 2020 between Bank (fill name of issuing Bank) a banking corporation constituted under-----
-----'the Guarantor ' (which expression shall include its successors and assigns) of the One Part

In favour of Bank of Maharashtra H O : "Lokmangal" 1501 Shivajinagar, Pune 411005 hereinafter called the Beneficiary, (which expression shall include its successors and assigns) of the other Part.

1. The Beneficiary had invited tenders for Undertaking Enrolment of residents for allotting UID number by UIDAI. (Bidder.....) has to perform the services and discharge the functions specified in RFP 092020 dated 09.06.2020 and as per guidelines given by UIDAI from time to time.
2. The offer of M/s (Bidder.....), a Company registered under the Companies Act, 1956/ The Companies Act, 2013, having its Corporate Office at (Bidders address) (Hereinafter referred to as the "Bidder") has been accepted and the Beneficiary has issued PO -----
-----Dt / /2020.
3. Under the said Contract, the said Bidder has agreed and undertaken to provide all inclusive and comprehensive services in connection with the UID Project (Aadhaar) of Govt. of India. Undertaking Enrolment of residents for allotting UID number by UIDAI as specified in Contract dated _____
4. One of the terms of the said Contract is that the Bidders shall, with a view to ensuring due and proper performance of the said Contract, furnish a Performance Guarantee of such Bank and in such form as may be approved by the Beneficiary to the extent of Rs.25000 per Enrollment Center for covering the period of the Contract.
5. At the request of the said Bidders the Guarantor is furnishing this Bank guarantee for securing to the Beneficiary due performance of all the terms and conditions and all the obligations undertaken by the Bidder under the said Contract as mentioned above.

NOW THIS DEED WITNESSETH AND IT IS AGREED AND UNDERTAKEN BY THE GUARANTOR AS UNDER:

1. At the request of M/s ((*Bidder.....*), a Company registered under the Companies Act, 1956, having its Corporate Office at (*Bidders address.....*) (referred to as the "Bidder"), we, *(name of issuing Bank)* Bank do hereby undertake to pay to the Beneficiary, Bank of Maharashtra, an amount not exceeding Rs. XXXXXX=00 (In words) against any loss or damage caused to or suffered by or would be caused to or suffered by the Beneficiary by reason of any breach by the said Bidder (s) of any of the terms or conditions contained in the said Agreement.

2. We *(name of issuing Bank)* _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Beneficiary without any demur merely on a demand from the Beneficiary stating that the amount claimed is due by reason of breach by the said Bidder (s) of any of the terms or conditions contained in the said Agreement or by reason of the Bidder (s) failure to perform the said Agreement . Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability of the Guarantor under this guarantee shall be restricted to an amount not exceeding Rs. _____=

3. We undertake to pay to the Beneficiary any money so demanded notwithstanding any dispute or disputes raised by the Bidder (s) / Bidder(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by as under this bond shall be a valid discharge of our liability for payment there under and the Bidder(s) shall have no claim against us for making such payment.

4. We *(name of issuing Bank)* _____ further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement plus further three months after expiry of the term of the Contract and that it shall continue to be enforceable till three months after the said Contract is concluded and the Beneficiary issues Certification to that effect that all claims of the Beneficiary under the Agreement are satisfied or discharged or till the Beneficiary certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Bidder(s).

5. We *(name of issuing Bank)* _____ further agree with the Beneficiary that the Beneficiary shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by thee said Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Beneficiary against the said Bidder(s) 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 reason of any such variation, or extension being granted to the said Bidder (s) or for any forbearance, act or omission on the part of the Beneficiary or any indulgence by the Beneficiary to the said Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Bidder(s) / Bidder (s).

Annexure I – Pre-Qualification Proposal Covering Letter

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

To,
Bank of Maharashtra,
Lokmangal, 1501 Shivajinager,
Pune 411 005

Dear Sir,

**Ref: Request for Proposal (RFP) Notification Tender Ref: - 092020 dated dd-mm-
YYYY**

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notification dated dd/mm/yyyy for UID project, in full conformity with the said RFP document including subsequent clarification / addendums.
2. We have read the provisions of the RFP document and confirm that these are acceptable to us. Hence, we are hereby submitting our Proposal, which includes this Pre-Qualification Proposal, and Financial Proposal sealed in separate envelopes.
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 including subsequent clarification, consisting of this letter, the detailed response to the RFP – pre-qualification proposal and financial proposal and all attachments, for a period of 180 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/ Govt. Agency/ Bank / UIDAI/ Financial Institutions.
7. We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government/ Govt. Agency/ Bank / UIDAI/ Financial Institutions.
8. We hereby declare that our company's loan account/ accounts are not classified as NPA in any Bank as on date.
9. We hereby declare that all the information and statements made in this Pre-Qualification Proposal are true and accept that any misrepresentation contained in it



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may lead to our disqualification.

10. We understand that the Bank of Maharashtra is not bound to short-list / accept any proposal received in response to this RFP.
11. In case we are engaged by the Bank of Maharashtra as an Agency for providing Operator cum supervisor as specified by UIDAI, we shall provide any assistance/ cooperation required by Bank of Maharashtra, UIDAI appointed auditing Agency/ 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.
12. We ensure that our operator cum supervisors will be providing any additional services as required by UIDAI/Bank from time to time in relation to Aadhaar enrolment.
13. In case we are engaged as an Agency, we agree to abide by all the terms & conditions of the Contract that will be issued by Bank of Maharashtra
14. We undertake to comply all the **PF. ESIC. Minimum Wages Act. Labour Act and any other statutory requirement as Applicable** which are related to engaging Operator cum supervisor and providing you on hire basis. We undertake to provide the operator cum supervisors who are duly trained and certified as required by the UIDAI
15. We also undertake that:-
 - a) Our company have been in existence in India for a period of at least 3 years as of 31.03.2019.
 - b) Our company is incorporated or registered in India under the Indian Companies Act, 1956 (Including Section-25 of the Act) / The Companies Act, 2013, the Partnership Act 1932, Societies Registration Act 1860, The Indian Trusts act 1882 / it's equivalent in the respective states OR Proprietorship entities having a PAN number.
 - c) This Tender/ Contract cannot be sublet / transferred.
 - d) All personnel provided by our company will be on the payrolls of the Bidder/Company and there will be no Employee and Employer relationship between the personnel engaged by the Agency/ Bidder and the Bank.
 - e) We shall ensure the availability of a reliever in case of need and a substitute is provided if a person is absent / on leave.
 - f) We shall ensure to get the Police verification for all the manpower deployed by us and should ensure that the manpower deputed should bear good moral character.
 - g) We shall keep confidential any information obtained under the contract and shall not divulge the same to any other person without consent in writing by Bank of Maharashtra. In case of non-compliance of the confidential agreement, the contract is liable to be cancelled by Bank of Maharashtra. Further, Bank of Maharashtra shall have right to regulate Bidder Staff.
 - h) Any other services which might not have been specifically mentioned in this contract but are necessary for the performance or completeness of the contract as per guidelines of UIDAI/Bank from time to time shall be provided/rendered by our company.

UID PROJECT (AADHAAR)



- i) We will submit undertaking that we will ensure 99.90% uptime. Ensuring network availability will be the sole responsibility of selected Bidder.
- j) After UIDAI mandate, going forward, our company will ensure that all Aadhaar related enrolment/ updation / authentications/transactions would be done through registered devices. Any biometric device involved in Aadhaar transactions need to be registered with UIDAI

Our correspondence details with regard to this RFP is:

| 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 – Pre-Qualification Proposal Application Form

| S.No | Information Required | Information to be provided by Bidder | |
|------|---|--------------------------------------|-----------------------------|
| 1. | Name of Single Agency/ Prime Agency: | | |
| 2. | Legal Status of Bidder : Whether Government/ Semi-Government/ PSU/NGO/ Not for Profit/ Private etc.: PAN number of the Organization GST Registration number of the Organization (Provide these above details for each consortium member, in case of a consortium bid) | | |
| 3. | Date of Incorporation of Single Bidder | | |
| 4. | Brief Write-up on the Organization's activities and Business Areas in case of Private/ Commercial Organization/ PSU/ Govt. Company/ Autonomous Body | | |
| 5. | In case of NGO/ Not for Profit, please provide the following : Principal field(s) of activity/operation Principal sources of funding Managing Committee/ Governing Body/ Office Bearers | | |
| 6. | Contact Name, Designation, Address, Email & Phone Numbers | | |
| 7. | Net Worth of the Single Agency/ Prime Agency as on 31 March 2019, in case of a Private/ Commercial | Assets in INR Lakhs | Liabilities in INR Lakhs |
| | | Current Assets | Short Term |



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| | | | | | |
|-----|---|---|---------------------|-----------------------------|--|
| | organization/ PSU/ Govt. Company/ Autonomous Body, duly certified by the Company Auditor (do not include Intangible assets) | | | Liabilities | |
| | | Fixed Assets | | Long Term Liabilities | |
| | | Long Term Investments | | | |
| | | Total Assets (A) | | Total Liabilities (B) | |
| | | Total Net Worth as on 31 st March 2019 | | | |
| 8. | Turnover of Single Agency/ Prime Agency in the previous 3 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 {Certified copy of Audited Financial statement (and annual reports, if applicable) for the last financial year and also certificate from Auditor to this effect.} | Financial Years | | Turn Over INR Lakhs | |
| | | 2016-17 | | | |
| | | 2017-18 | | | |
| | | 2018-19 | | | |
| 9. | Turnover/ Grants in Aid of Single Agency/ Prime Agency in the previous 3 financial years in case of NGO/ Not- for-Profit, duly certified by the Auditor | Financial Year | Turn Over INR Lakhs | Grants-In-Aid- In INR Lakhs | |
| | | 2016-17 | | | |
| | | 2017-18 | | | |
| | | 2018-19 | | | |
| 10. | Locations where the organization has offices: | | | | |
| 11. | Number of successful biometric enrolments (fingerprint and/or Iris capture only) completed in last 2 financial years : (The kind of biometrics captured and the Project under which the enrolment was done should be mentioned clearly) | | | | |



| | | |
|--|---|--|
| | <p>Details of previous UID enrolments work awarded undertaken by the Bidder:</p> <p>a) Name of Registrar:</p> <p>b) Period of contract:</p> <p>c) Number of enrolment awarded :</p> <p>d) Geographical area for which enrolment awarded :</p> | |
|--|---|--|

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

Annexure III – Financial Proposal Covering Letter

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

To,
Bank of Maharashtra,
Lokmangal, 1501 Shivajinager,
Pune 411 005

Dear Sir,

Sub: Your RFP 092020 for “Selection of Manpower Hiring Agency for Providing Operator cum Supervisors to work under Bank as Enrolment Agency”

Ref: Request for Proposal (RFP) Notification 092020 dated dd-mm-yyyy

1. We, the undersigned, offer to provide services to Bank of Maharashtra for carrying out the enrolment functions for the Unique Identification (UID) project of Government of India in accordance with your Request for Proposal dated dd-mm-yyyy.
2. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
3. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.
4. Our Financial Proposal consists as per the given Schedule.
5. We understand you are not bound to accept any Proposal you receive.
6. The financial proposal includes the cost of setting up and operating Enrolment stations as per the given Schedule, cost of providing additional services and performing all functions as per the scope of work defined in Clause 4 of the RFP.

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____



Annexure IV – Financial Proposal Form (Illustrative)

Financial bid for undertaking enrolment activities as per Schedule:

| Particular | No of proposed Bank Branches for enrolment center | Cost per Center per month | Total Cost |
|--------------------------------|---|---------------------------|------------|
| | | A | T |
| Fixed Cost (Per Centre) | 236 | | |

Total Cost in Words:

Cost should be mentioned Exclusive of Applicable Taxes / GST

Place:

Authorised Signatory

Date:

Name:

Stamp:

Annexure V – Guidelines for Enrolments**1. How to Read This Document**


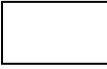
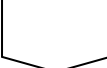
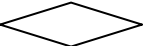


This process document is organized into below clauses:

1. Process Overview
 - a) Goals and Objectives: The clause provides a description of what this process document intends to accomplish. The objectives represent specific measurable outcomes of this process document.
 - b) Scope: This clause lists the key activities covered in this process document.
 - c) Prerequisites for Process: This clause lists criteria that need to be fulfilled before the enrolment process covered in the scope of this document begins.
 - d) End of Process: This clause informs what the output of the Resident Enrolment Process is.
2. Process Details
 - a) Process Flowcharts: Flowchart diagrams are used to define process in this document, showing the steps as boxes of various kinds, and their order by connecting these with arrows. This diagrammatic representation gives a step-by-step process flow. Process step is represented in these boxes, and arrows connecting them represent flow / direction of flow of data/information. Refer the Legends clause to understand the significance of various symbols used in flowchart.
 - b) Process Description: Process description is used for each flowchart to convey to the reader, a detailed description of each process step and references to annexure/other processes and sub processes. Refer Abbreviations used clause for deciphering abbreviations used in the descriptions.
3. Annexure
 - a) Standards and Guidelines: This clause describes the standards recommended by UIDAI that need to be referred to during the enrolment process. Guidelines are provided to streamline the processes and help achieve better quality output.
 - b) Formats, Templates and Checklists: This clause consists of sample formats of various forms and checklists used in the scope of this process.



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2. Legends

| | |
|---|---|
|  | Signifies Start /End of Process |
|  | Signifies Activity/Task |
|  | Signifies an off page reference of a Sub Process |
|  | Signifies a Decision Box |
|  | Signifies a Reference to either a Guideline(G), Form(F) or Quality Check point (Q) depending on the text used inside the circle |
|  | Signifies an external process being referred |

Abbreviations used

- UID - Unique Identification
- UIDAI - Unique Identification Authority of India
- DDSVP - Demographic Data Standards and Verification Procedure
- KYR - Know Your Resident
- KYR+ - Fields required in addition to KYR fields required by the Registrars
- PoI - Proof of Identity
- PoA - Proof of Address
- DoB - Date of Birth
- RGI - Registrar General of India
- TIN - Temporary Identification Number provided by RGI
- NGO - Non Government Organisation
- CSO - Civil Society Outreach
- FI - Financial Inclusion

3 Process Overview

3.1 Goals and Objectives

This document is intended to provide necessary inputs to the Enrolment Agency to make sure that the data capture is done in a proper manner and also the verification of the details given is done as prescribed for the process of issuing AADHAAR.

The objective is to provide detailed guidelines for the enrolment process which consists of setting up enrolment centres, capturing demographic data and biometric data, handling exceptions, and storage of data.

3.2 Scope

- Readiness of Enrolment Centres in terms of logistics, software and trained operators
- Verification of Resident's information according to prescribed verification procedure
- The exercise of collection of demographic data, biometric data and storage
- Readiness for submission of enrolment data by Enrolment Agency

3.3 Prerequisites for Process

- Enrolment Agency appointed by Registrars
- Registration number provided to registrars, enrolment Agency and enrolment centre (*Registrar On-Boarding Process*)
- Introducers identified (*Introducer Enrolment and Monitoring Process*)
- Client enrolment software shared with enrolment Agency (*Registrar On-Boarding Process*)
- Grievance handling and technical support for enrolment Agency and residents in place (*Grievance Handling Process*)
- Training and certification modules for enrolment Agency in place
- Communication content and methodology for residents defined (*Resident Awareness and Demand Generation Process*)

3.4 End of Process

- UID data and biometrics for residents captured and ready to be taken to a designated location for transfer to CIDR (*1st Mile Logistics Process*)



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3.5 Roles and Responsibilities

| Role | Organization | Responsibilities |
|--|-----------------------|--|
| Enrolling Agency Point of Contact | Enrolling Agency/ MHA | <ul style="list-style-type: none"> Ensure enrolment software is installed on required laptops / desktops Load pre-enrolment residents data on enrolment stations laptop, where applicable Ensure UIDAI processes and standards are followed Assist Registrar develop enrolment schedules Work closely with the Registrar in enrolment publicity and awareness at grass-root level Ensure availability of certified operators and supervisors at enrolment centres Ensure adequate stationary is available Ensure adequate backup arrangement at enrolment centre Take remedial / corrective action in case of process / quality deviations Enable successful data transfer to CIDR |
| Enrolment Centre Operator cum supervisor | Enrolling Agency/ MHA | <ul style="list-style-type: none"> Setup enrolment station Supervise enrolment process Handle issues and concerns of operators and residents Act as an operator, when required Ensure checklists are filled Ensure audit feedback, if any, incorporated in process Take enrolment data to a designated location for transfer to CIDR File, back up and store enrolment data as per UIDAI guidelines |
| Enrolment Operator cum supervisor | Enrolling Agency/ MHA | <ul style="list-style-type: none"> Capture demographic and biometric data Handle exception cases during capture of data Obtain consent letters and make corrections in data recorded, if required Provide acknowledgement slips to Residents |
| Registrar's Supervisor/ Verifier | Registrar | <ul style="list-style-type: none"> Audit of Enrolment Centres' readiness Audit of enrolment agency processes and their effectiveness Verify and authentication of PoI, PoA, DoB documents in case of document based verification |

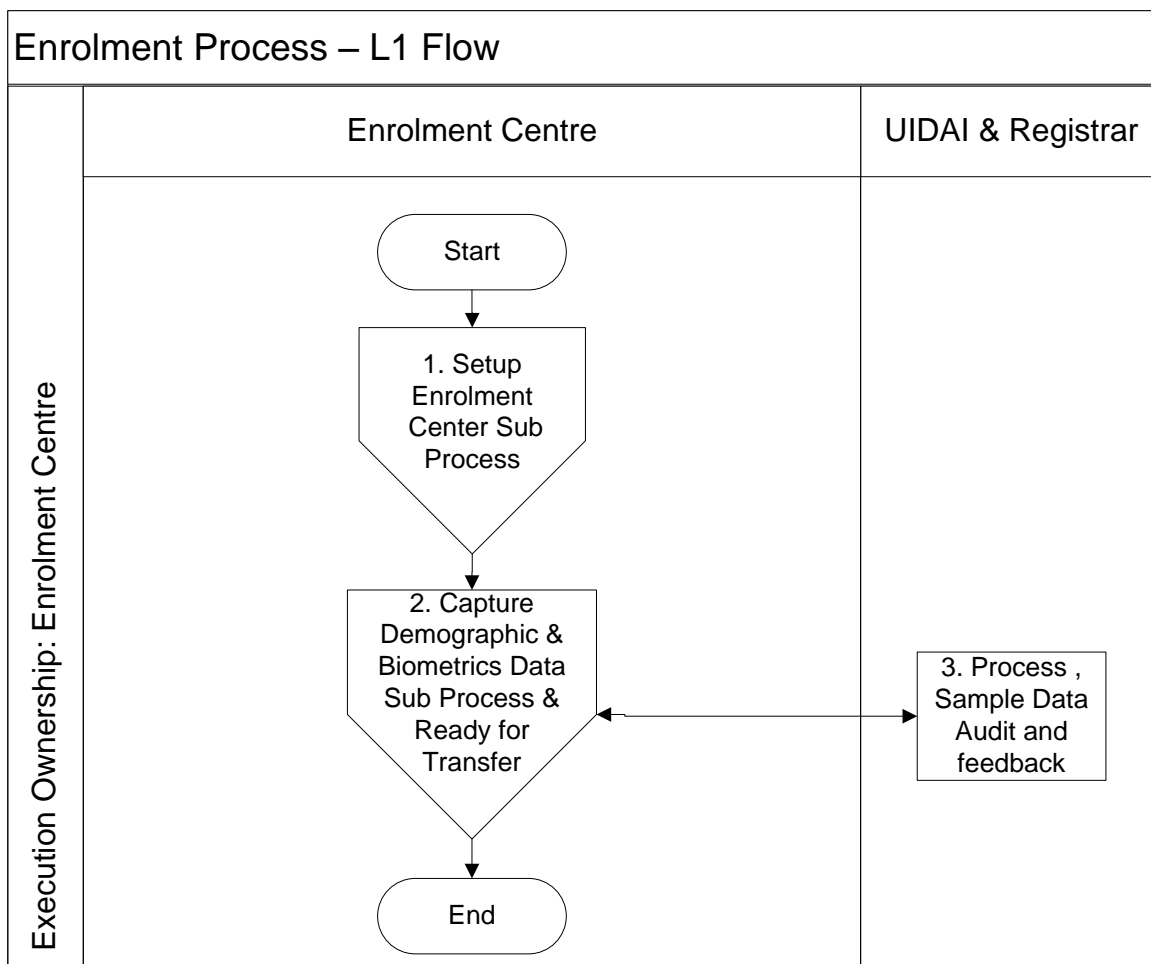


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| Role | Organization | Responsibilities |
|----------------------------|--------------|---|
| Registrar point of contact | Registrar | <ul style="list-style-type: none">• Provide Aadhaar Kit and infrastructure for enrolments• Define enrolment plan including locations and timeframe• Identify suitable locations for setting up enrolment centres• Ensure pre-enrolment data, where applicable, is available to Enrolment Agency• Ensure list of Introducers is available with their demographic, biometric details and UID numbers• Ensure communication reaches the target beneficiaries / residents• Provide template for paper-based enrolment form containing KYR and KYR+ fields• Setup mechanism for periodic process and data quality audit |
| UIDAI point of contact | UIDAI | <ul style="list-style-type: none">• Facilitate certification of biometric devices• Provide training content• Appoint a training and certification agency and provide testing content to this agency• Provide required standards and guidelines• Vet awareness and publicity content |
| Introducer | Registrar | <ul style="list-style-type: none">• Confirm the identity of the resident by giving his/her UID and fingerprints for verification |
| Resident | -- | <ul style="list-style-type: none">• Provide demographic and biometric information• Provide authentic documentation or be introduced by an Introducer |

4 Process Details

4.1 Resident Enrolment Process Flow



4.2 Resident Enrolment Process Description

| S.No | Step | Responsibility | Reference |
|------|--|-----------------------|--|
| | <p>Start</p> <p>This process begins when an Enrolment Agency is ready to start enrolling residents. To begin enrolments, Enrolment Agency needs to Setup Enrolment Centre. Go to Step 1.</p> | | |
| 1. | <p>Setup Enrolment Centre</p> <p>Initiate sub process 4.3 Setup Enrolment Centre. This contains details on setting up an enrolment centre.</p> | Enrolling Agency/ MHA | 4.3 Setup Enrolment Centre |



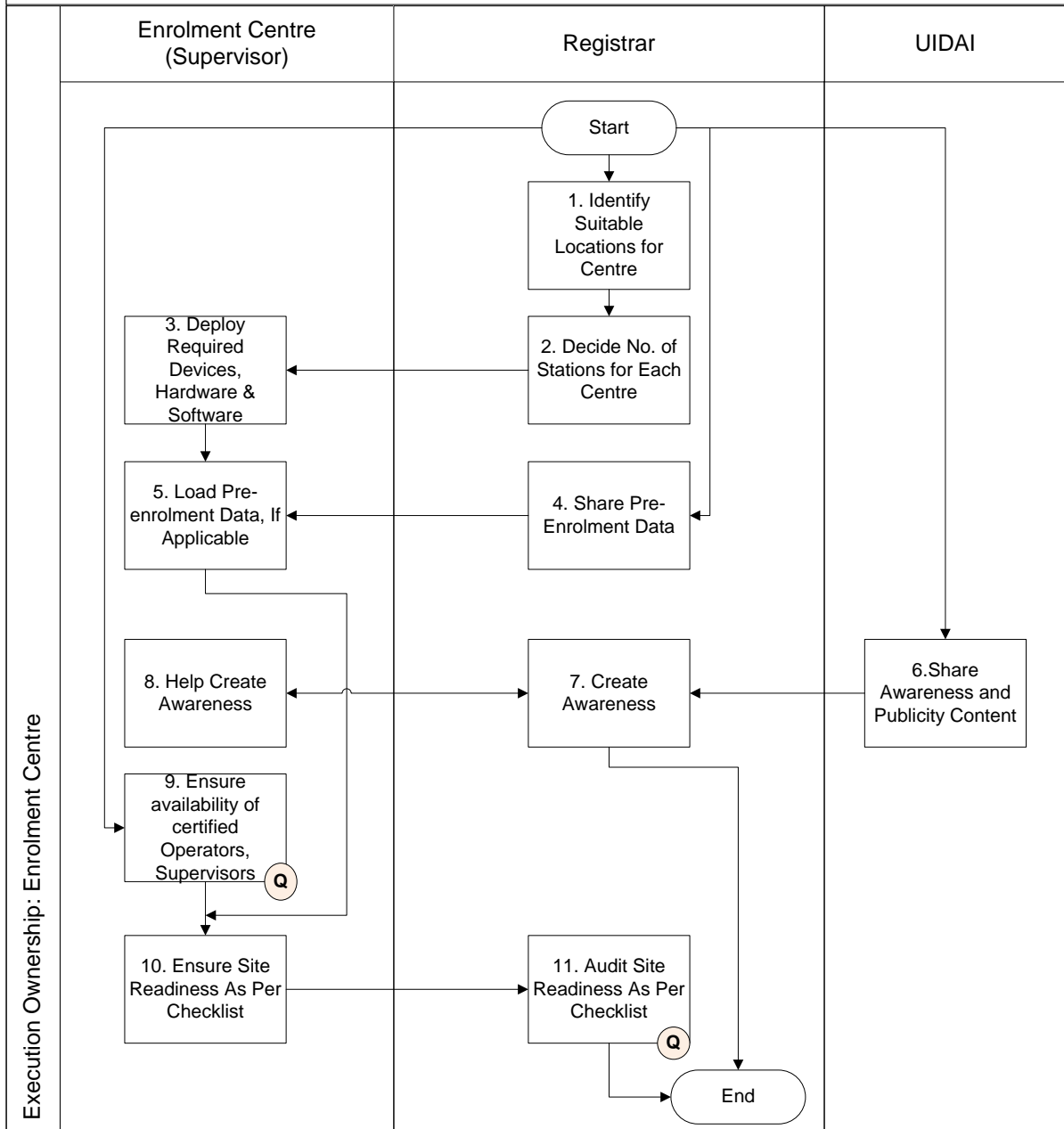
UID PROJECT (AADHAAR)

| S.No | Step | Responsibility | Reference |
|------|---|-----------------------|--|
| 2. | <p>Capture Demographic and Biometric Data and Ready for Transfer</p> <p>After an enrolment centre is ready, Enrolment Agency can begin the process of capturing residents' demographic and biometric data. For details on how to capture data, go to sub process 4.5 Capture Demographic and Biometric Data.</p> <p>After Data Capture, Data files are to be ready at identified/specified location for transfer to CIDR.</p> <p>Refer external process for 1st Mile logistics which prescribes the methods by which the data has to be transferred to the Authority. The enrolling Agency are therefore advised to obtain these instructions before they proceed to collect the demographic and biometric data of the willing enrollees.</p> <p>The Unique Identification Authority of India (UIDAI) accords highest importance and primacy to the security of data collected on the enrollees who enrol themselves to obtain Unique Identification Numbers. It is the responsibility of the enrolling Agency to make sure that the data is kept in a very secure and confidential manner and under no circumstances shall they use the data themselves nor part with the data to any other agency than the UIDAI. Privacy of an individual's data is accorded utmost importance by the UIDAI. If there is any violation of privacy by the enrolling agency or through its employees, contractual or otherwise, there shall be a breach of contract, apart from attracting the penal provisions of the Act which will govern the operations of the Authority.</p> | Enrolling Agency/ MHA | <p>4.5 Capture Demographic and Biometric Data and Ready for Transfer Sub Process</p> <p>External process for 1st Mile logistics Process</p> |
| 3. | <p>Process , Sample Data Audit and feedback</p> <p>UIDAI may do sample data audits for quality. This will reduce the chances of enrolment failures/rejections later due to poor data quality.</p> <p>Registrar should audit adherence to process by enrolment agency to prevent malpractices. These audits may be conducted by the Registrar, a 3rd party appointed by the Registrar or by any other party/mechanism deemed fit by the Registrar.</p> <p>UIDAI may also undertake sample process audit during enrolment and also provide feedback on the audit conducted by the Registrar.</p> <p>Based on feedback, Enrolment Agency may need to make some adjustments/changes in its process.</p> | UIDAI and Registrar | |
| | End | | |



4.3 Setup Enrolment Centre Sub Process Flow

Setup Enrolment Centre Sub Process Flow





UID PROJECT (AADHAAR)

4.4 Setup Enrolment Centre Sub Process Description

| S.No | Step | Responsibility | Reference |
|------|--|----------------|-----------|
| | <p>Start</p> <p>To setup enrolment centres, activities that need to be initiated are:</p> <ul style="list-style-type: none">• Step 1 Identify suitable locations for Enrolment• Step 4 Share Pre-Enrolment Data, if used• Step 6 Ensure Availability of Certified Operators, Supervisors• Step 7 Share Awareness and Publicity Content | | |
| 1. | <p>Identify Suitable Locations for Centre</p> <p>Registrar identifies suitable locations where enrolment centres may be setup as follows:</p> <ul style="list-style-type: none">• Assess details of the area including the terrain, local weather conditions, law and order situation, logistics support etc.• The enrolment Centre selected must be secured and protected from the natural elements so that there is no damage or loss to the devices and data.• Co-ordinate with the local district administration right from the planning stage to the actual roll-out of the enrolment.• In order to cover the difficult-to-reach areas and villages where proper premises are not available, it may be necessary to have mobile enrolment centres. The list of difficult areas will be available with the State Government.• In case of mobile enrolment centres/stations, the decision on frequency/period of availability shall be decided by the Registrar based on density of population, geographical terrain etc. | Registrar | |



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| S.No | Step | Responsibility | Reference |
|------|--|-----------------------|---|
| 2. | <p>Decide Number of Stations for Each Centre</p> <p>The number of stations can be decided based on the target number of days for completion of enrolment in the particular area or the district and the expected number of enrollees in the area. It should be borne in mind that only 60-70 enrolments can be done by one station in a day.</p> <p>Typically, the Enrolment Centres set up in an area / district should be able to complete the coverage in 20 – 25 days. This would help focus the efforts of the district/ area administration in the area and also ramp up the publicity in all the modes so as to bring the residents to the Enrolling Centres for the enrolment.</p> | Registrar | |
| 3. | <p>Deploy Hardware, Software for Enrolment</p> <p>Ensure all hardware and software as mentioned in the 5.2.1 are deployed at the enrolment centre. Test the hardware / software for proper working.</p> | Registrar | 5.2.1 Checklist for Setting up Enrolment Centre |
| 4. | <p>Share Pre-enrolment Data Available, if Used</p> <p>Where applicable, share the pre-enrolment data / beneficiary database with Enrolment Agency for carrying out the enrolments. The details of the database need to be discussed and sent to UIDAI in advance in prescribed format and aligned to UIDAI requirements as per technology integration toolkit.</p> | Registrar | 5.1.1 KYR Standards for Collecting Demographic Data |
| 5. | <p>Load Pre-enrolment Residents Data on the Enrolment Station Laptop</p> <p>Load and test beneficiary database on enrolment centre laptops / desktops and ensure it is accessible / searchable.</p> | Enrolling Agency/ MHA | |
| 6. | <p>Share Awareness and Publicity Content</p> <p>Share awareness and publicity content, as detailed in the external process, with the Registrar. Guide them in adapting the content / communication.</p> | UIDAI | |
| 7. | <p>Create Awareness in Target Beneficiaries / Residents</p> <p>Ensure right communication reaches the target resident groups with respect to timing and location for enrolment centres, benefits of enrolling etc.</p> | Registrar | |

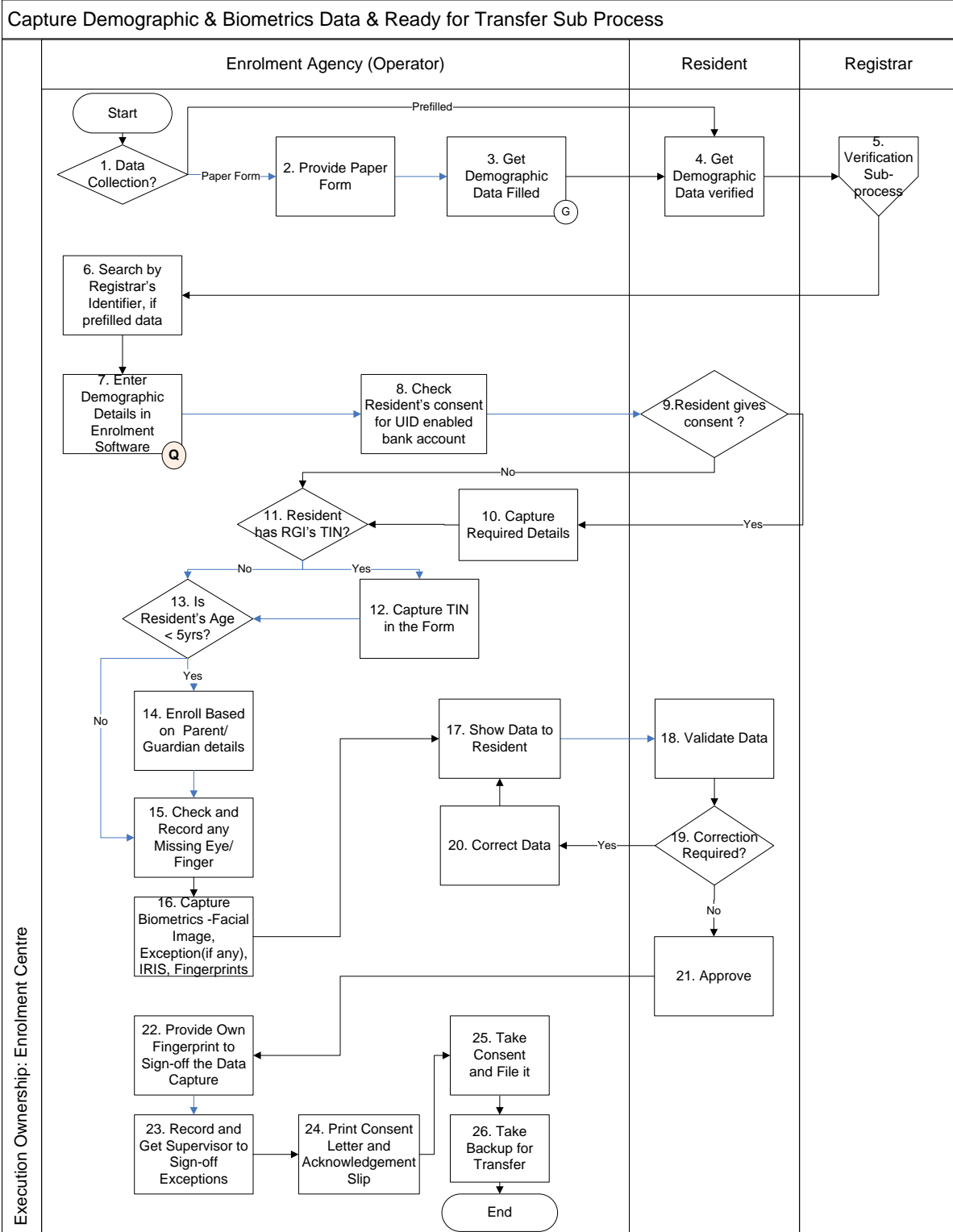


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| S.No | Step | Responsibility | Reference |
|------|--|-----------------------|---|
| 8. | <p>Help Create Awareness</p> <p>Enrolment Agency needs to assist the Registrar in communication and generating resident awareness. The role of the enrolment agency should be limited to publicising the content provided by the UIDAI/ Registrars. The EA should not add to / modify /delete the content provided by Registrar/ UIDAI.</p> | Enrolling Agency/ MHA | |
| 9. | <p>Ensure Availability of Certified Operators, Supervisors</p> <p>Although training is not mandatory, certification is mandatory for Operators. Ensure certified Operators and Supervisors are available at enrolment centres. The no. of certified Operators should be more than the no. of stations for job rotation and avoiding Operator fatigue.</p> <p>The supervisor is required to handle any situation that requires immediate attention and handle exceptions at the enrolment centre itself and inform the Registrar subsequently.</p> <p>Technical personnel for attending power /system / biometric instrument related maintenance problems should be available on call in a centrally located place covering about six enrolment centres so that the downtime can be minimized.</p> <p>Proceed to Step 10. Ensure Site Readiness and Fill Checklist.</p> | Enrolling Agency/ MHA | |
| 10. | <p>Ensure Site Readiness and Fill Checklist</p> <p>Ensure the enrolment centre is setup as per 5.2.1 Checklist for Setting up Enrolment Centre.</p> <p>Document exceptions, if any, and sign-off the checklist.</p> | Enrolling Agency/ MHA | 5.2.1 Checklist for Setting up Enrolment Centre |
| 11. | <p>Audit Site Readiness</p> <p>Audit enrolment centre for readiness using 5.2.1 Checklist for Setting up Enrolment Centre. The Registrar's supervisor will also sign-off the checklist.</p> | Registrar | |
| | End | | |



4.5 Capture Demographic and Biometric Data and Ready for Transfer Sub Process Flow





UID PROJECT (AADHAAR)

4.6 Capture Demographic and Biometric Data and Ready for Transfer Sub Process Description

| S.No | Step | Responsibility | Reference |
|------|--|--|---|
| | <p>Start</p> <p>This is the sub-process where actual resident enrolment begins. This process begins when a resident approaches an Enrolment Centre for enrolment.</p> | | |
| 1. | <p>Pre-Filled Data?</p> <p>Initial collection of demographic data can happen via multiple channels. The data can be either extracted from a pre-filled database OR the data can be filled in a paper-based form when a resident approaches an enrolment centre.</p> <p>If pre-filled data is not available, proceed to Step 2. Provide Paper Form</p> <p>Else go to step no. 4.</p> | Enrolling Agency Operator cum supervisor | |
| 2. | <p>Provide Paper Form</p> <p>Enrolment forms (containing KYR fields) must be filled up at the enrolment centre along with Resident's signature. A Registrar can choose to have the Enrolment form as a part of their enrolment form OR to have separate forms for capturing KYR and KYR+ fields.</p> <p>These paper-based forms are to be maintained at enrolment centres.</p> | Enrolling Agency Operator cum supervisor | 5.2.2 Enrolment Form |
| 3. | <p>Get Demographic Data Filled Up</p> <p>Guide resident in filling up and signing the form. If the Resident is unable to fill the form himself / herself, operator may take assistance from local support such as (but not limited to) Village Accountant, Field Inspector, Introducer, NGOs / CSOs etc.</p> <p>Refer standard 5.1.1 for details on capturing the KYR field.</p> <p>Refer guideline 5.1.2 for details on capturing resident demographic information.</p> | Enrolling Agency Operator cum supervisor | 5.1.1. KYR Standards for Collecting Demographic Data 5.1.2. Detailed Guidelines for Recording Demographic Data |
| 4. | <p>Get demographic data verified.</p> <p>Resident needs to get the demographic data provided by him/her verified. Resident need to carry Original documents and a photocopy of</p> | Resident | |

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| | Pol,PoA,DoB for verification. | | |
| 5. | <p>Refer Verification Sub Process Flow for details</p> <p>2 Distinct methods of verification are discussed in this document</p> <ul style="list-style-type: none"> Based on supporting documents Based on introducer system | Registrar (Supervisor/ Verifier) | |
| 6. | <p>Retrieve by Registrar's Identifier, if prefilled data</p> <p>If the resident is already a part of the Registrar's beneficiary database, retrieve resident's demographic details using the Registrar's Identifier. Some examples are (but not limited to)</p> <ul style="list-style-type: none"> Ration card no (Food and Civil Supplies Department as Registrar) Job card no (Rural Development Department as Registrar) Policy no (LIC as Registrar) TIN (RGI as Registrar) EPIC no (Election Commission as Registrar) PAN no (Income Tax Department as Registrar) | Enrolling Agency Operator cum supervisor | |
| 7. | <p>Enter Demographic Details in Enrolment Software</p> <p>Enter the verified demographic details in the enrolment software. The software has built-in features to ensure completion of mandatory data fields.</p> <p>In case data has been retrieved using Registrar's identifier, then check and correct/complete the demographic data.</p> | Enrolling Agency Operator cum supervisor | |
| 8. | <p>Check Resident's Consent to participate in FI?</p> <p>Check with resident if he/she wants to participate in the scheme of financial inclusion (FI) by linking his current Bank A/C to his UID or by opening a new Bank A/C on the basis of his UID.</p> | Enrolling Agency Operator cum supervisor | |
| 9. | <p>Resident gives consent</p> <p>If the resident has consented with a "Yes" to participate in financial inclusion and linking/opening a bank A/C with his UID, proceed to step 10 to Capture Required Details. If resident does not give his/her consent, proceed to step 11 Resident has RGI's TIN?</p> | Resident | |

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| <p>10.</p> | <p>Capture Required Details</p> <p>If the resident has an existing bank A/C, the following details must be procured:</p> <p><i>Name, Bank, Bank Branch, A/C Number and IFSC Code</i>(to be filled in by the enrolment operator from the dropdown he'll have access to, in case the resident is unaware of the same).</p> <p>Irrespective of the registrar being a bank or non-bank, the above details have to be mandatorily filled in the enrolment form. Any additional information that a bank registrar would want to process may well be done after the above requirements are fulfilled.</p> <p>If a resident has consented to participate in FI, and doesn't have an existing bank A/C, then the enrolment station must procure from the resident his preferred bank in which he wants to open a UID enabled bank account from the list of banks available with the enrolment station, and fill in the BIN (Bank Identification Number) for the same.</p> <p>If the Registrar involved in enrolment is a bank, determine if the resident has an existing A/C in this Registrar's bank. In such a case, an existing A/C in any other bank will mean the same as having 'No' bank account.</p> <p>If the registrar is a bank, then their own BIN must be entered. This is subject to the approval of the resident's consent to open a new account with the registrar bank. If the resident denies doing so, proceed to check in step 11.</p> | <p>Enrolling Agency Operator cum supervisor</p> | |
| <p>11.</p> | <p>Resident has RGI's TIN?</p> <p>The Operator should check with the resident if the RGI (census) officials have visited his / her household for the census survey.</p> <ul style="list-style-type: none"> • If yes, proceed to Step 12. Capture TIN in the Form • If no, proceed to next check in Step 13. Is Resident's Age < 5yrs? | <p>Enrolling Agency Operator cum supervisor</p> | |
| <p>12.</p> | <p>Capture TIN in the Form</p> <p>The RGI official would have provided a TIN / schedule no. to the household / individual. Capture the same in the enrolment software. Operator can inform the resident that this will be used for sharing resident's AADHAAR number with RGI. The resident may already have an AADHAAR prior to</p> | <p>Enrolling Agency Operator cum supervisor</p> | |



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| | RGI process. | | |
| 13. | <p>Is Resident's Age < 5yrs? Check if the resident's age is less than 5 years. If yes, proceed to Step 14. Enrol based on Parent/Guardian Details If no, proceed to Step 15. Check and Record for any Eye/ Finger Missing</p> | Enrolling Agency Operator cum supervisor | |
| 14. | <p>Enrol based on Parent/Guardian Details In case of children below the age of 5 years one of the parents' or guardian's name shall be recorded and UID or Enrolment Number (either of the two numbers) shall be recorded. This is mandatory. If the child is being enrolled along with his father /mother / guardian, first enrol the parent / guardian and record the parent's enrolment no. in the child's form. If the father /mother / guardian of the child has either not enrolled or does not possess AADHAAR number at the time of enrolment, the enrolment of that child cannot be done unless the above requirements are fulfilled.</p> | Enrolling Agency Operator cum supervisor | |
| 15. | <p>Check and Record for any Eye/ Finger Missing Check resident's eyes and fingers for fitness (missing/amputated). If the resident has any deformities, these also have to be captured on the Demographic screen. Enter Details of "Missing Eye Indication" or "Missing Finger Indication" as appropriate. In such a case, the operator shall assist the resident in the fingerprint capture to avoid capture of the extra finger/s.</p> | Enrolling Agency Operator cum supervisor | |
| 16. | <p>Capture Biometrics - Facial Image, IRIS and Fingerprints Guide the resident to occupy the chair in front of the enrolment station. The resident should be instructed to be seated properly with their back upright and their face towards the camera.</p> | Enrolling Agency Operator cum supervisor | <p>5.1.4 Biometric Data Capture Standards 5.1.5 Detailed Guidelines for Collecting</p> |



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| | <p>The images of all the ten fingers are to be captured. The fingerprints must be captured in the sequence of slaps of four fingers of left hand, right hand followed by the two thumbs.</p> <p>The Operator can visually verify facial image quality. Apart from this in-built quality checks in the software indicate the quality of biometrics at each stage. If any biometric exceptions have been specified on the demographic screen, these should be captured as photographs on the Photograph screen.</p> <p>The software forces re-captures for a fixed number of times when quality is not OK. Afterwards the Operator may try capture again but will not be forced by the system. However, it should be borne in mind that the forced capture should not become harassment for the resident.</p> <p>If required, ask resident to clean hands on towel and/or help to apply little more pressure on hand while taking image again. Similarly, guide resident to get appropriate quality of iris and facial images.</p> <p>Policies for biometric capture: Iris - above 5 yrs mandatory (also used for de-duplication) Fingerprint - above 5 yrs capture Fingerprint - above 15, treated like adult Face - all mandatory including infants Below 5 yrs - guardian/parent mandatory, after that optional Any biometric exception (any finger missing, any eye missing) - extra photo as well as supervisor signature <i>AADHAAR Enrolment Client software automatically takes care of enforcing these policies. UIDAI may, from time to time, make modifications to these policies</i></p> | | <p>Biometric Data</p> |
| 17. | <p>Show Data to Resident</p> <p>The Operator shows the data entered to the resident on a monitor facing the resident and if required, reads out the content to the enrollee, to</p> | Enrolling Agency Operator cum | |

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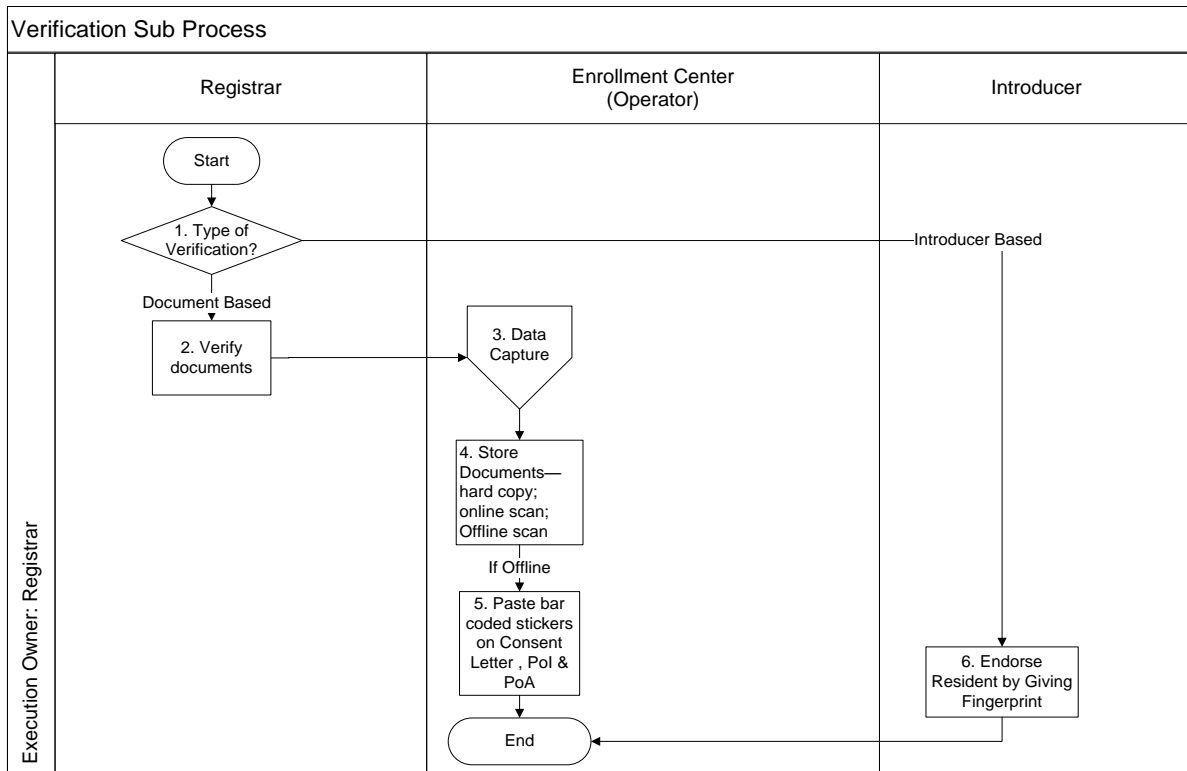
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| | ensure that all details captured are correct. | supervisor | |
| 18. | <p>Validate data</p> <p>The resident will ensure that all details entered in Demographic form are correct.</p> | Resident | |
| 19. | <p>Correction Required?</p> <p>In case any errors are pointed out to the Operator. go to step no.20, Correct Data</p> <p>Else go to step no. 21, Approve.</p> | Resident | |
| 20. | <p>Correct Data</p> <p>The EA Operator then corrects the errors pointed out and again shows the data to the resident.</p> | Enrolling Agency Operator cum supervisor | |
| 21. | <p>Approve</p> <p>If no corrections are required, resident will approve the data.</p> | Resident | |
| 22. | <p>Provide Own Fingerprint to Sign-off the data capture</p> <p>The Operator will then provide own Fingerprint to sign-off the data captured.</p> <p>CIDR will process for an operator that is enrolled and has been added to valid operator list by EA.</p> | Enrolling Agency Operator cum supervisor | |
| 23. | <p>Record and Get Supervisor to Sign Off Exceptions</p> <p>The Supervisor may sign off any exceptions observed in Data Collection.</p> | Enrolling Agency Operator cum supervisor | 5.1.6 Handling Exceptions |
| 24. | <p>Print Consent Letter and Acknowledgement</p> <p>Print Acknowledgement slip and provide to resident.</p> | Enrolling Agency Operator cum supervisor | 5.2.3 Acknowledgement Slip and Consent Letter(draft format) |
| 25. | <p>Take Consent and file it</p> <p>Operator will take Resident's consent (signature/thumb impression) and file this copy.</p> | Enrolling Agency Operator cum supervisor | |
| 26. | Take Backup for Transfer | Enrolling | External |



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| | Operator maintains backup of data captured. Also, Operator exports data to a memory stick and keeps it ready for transfer at a specified location. Refer 1 st Mile Logistics Process for Data Transfer flow and Guidelines | Agency Operator cum supervisor | Process Refer 1 st Mile Logistics Process for Data Transfer flow and Guidelines |
| | End | | |

4.7 Verification Sub Process Flow



4.8 Verification Sub Process Description

| S. No | Step | Responsibility | Reference |
|-------|---|----------------|-----------|
| | Start It is essential that key demographic data is verified properly. | | |
| 1. | Type of Verification 2 Distinct methods of verification are discussed in this document <ul style="list-style-type: none"> Based on supporting documents | Registrar | |

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| | <ul style="list-style-type: none"> Based on introducer system | | |
| 2. | <p>Verify Documents</p> <p>Registrar's Supervisor verifying the documents should be a pre enrolled resident. He may be covered during the special drive for Introducers.</p> <p>For Verification based on Documents, the Registrar's Supervisor present at the Enrolment Centre will verify the documents and sign/stamp the documents as a proof of Verification.</p> <p>If pre-enrolment data is used Registrar's Supervisor will verify those documents (like Ration Card, NREGA job card etc.).</p> <p>In case Enrolment form is used for filling demographic data, then Supervisor will verify form details against Pol, PoA, DoB documents.</p> <p>Verify Name, Date of Birth, Address against Pol, DoB and PoA documents. Refer Guideline 5.1.3 for list of applicable documents.</p> <p>Verify Name and UID of Parent/Guardian in case of children.</p> <p>Registrar's Supervisor will then sign and stamp the photocopy of documents verified.</p> | Registrar (Supervisor/ Verifier) | 5.1.3. Documents for Verifying Pol, PoA and DoB |
| 3. | <p>Capture Demographic and Biometrics Data and Ready for Transfer Sub Process</p> <p>After verification by Registrar, the Operator will follow the process of capturing Demographic and Biometrics Data and keep it ready for transfer to CIDR.</p> <p>Refer 4.5 Capture Demographic and Biometrics Data and Ready for Transfer Sub Process</p> | Enrolling Agency Operator cum supervisor | 4.5 Capture Demographic and Biometrics Data and Ready for Transfer Sub Process |
| 4. | <p>Store Documents</p> <p>These documents need to be maintained by the Registrar at least for 7 years from the date of capture or as specified by UIDAI from time to time.</p> <p>In case of any legal requirements, Registrar shall furnish necessary documents as required by UIDAI.</p> <p>The Registrar may store documents in either</p> <ul style="list-style-type: none"> Hard copy or Digitise documents by online scanning during the process of data capture or Digitise documents offline and allot | Enrolling Agency Operator cum supervisor | |

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| | <p>Document Identification Number(DIN) – barcode</p> <p>Registrar to prescribe suitable documentation management system for easy tracking and retrieval of documents.</p> <p>If Scanned offline, bar coding can be useful in tracking, as explained in step no.5.</p> <p>Else End.</p> | | |
| 5. | <p>Paste bar coded stickers on Consent Letter, Pol and PoA</p> <p>To save on online scanning cost and time, a Registrar may opt for offline scanning of documents. If this is the case, the Operator will paste pre-printed bar coded stickers on these documents. The bar code will be read and stored on the Resident file.</p> <p>When scanning of documents will take place at a later stage, then the bar code reader will read the bar code on any of these documents. Pol, PoA documents will then be scanned and attached to the data file of the Resident that is retrieved using bar code.</p> | Enrolling Agency Operator cum supervisor | |
| 6. | <p>Endorse Resident by giving fingerprint</p> <p>The Introducer will go through all the details to ensure that he endorses correctly. The Introducer ensures that all the residents that he is about to endorse are known and given particulars are correct. The concept of inclusiveness should not take away the credibility of the Introducer system. Any false verification by Introducer shall make him liable for legal action.</p> <p>The Introducer can endorse a resident and vouch for the validity of Resident's information by giving his/her thumbprint in the enrolment software's "Review" tab. In addition he/she should sign the Enrolment form endorsing the resident.</p> <p>Introducer will validate by giving fingerprint.</p> | Registrar | |
| | End | | |

5. Appendix

5.1 Standards and Guidelines

5.1.1 KYR Standards for Collecting Demographic Data

| Information | Fields | Verification Required | Verification Procedure |
|---|---|-----------------------|---|
| Personal Details | Name | Yes | <ul style="list-style-type: none"> Any of the POI documents Introducer for people who have no documents |
| | Date of Birth ## | No | --- |
| | Gender | No | --- |
| Address Details | Residential Address(For UID letter delivery and other communications) | Yes | <ul style="list-style-type: none"> Any of the POI documents Introducer for people who have no documents Address will be physically verified during UID letter delivery. But Resident's physical presence not required during letter delivery |
| Parent/ Guardian Details | Father's/ Husband's/ Guardian's Name* | Conditional | <ul style="list-style-type: none"> No Verification of Father/ Husband/ Guardian in the case of adults No Verification of Mother/ Wife/ Guardian in the case of adults |
| | Father's/ Husband's/ Guardian's UID* | Conditional | |
| | Mother's/ Wife's/ Guardian's Name* | Conditional | |
| | Mother's/ Wife's/ Guardian's UID* | Conditional | |
| Introducer Details | Introducer Name** | Yes | <ul style="list-style-type: none"> Introducer's Name, UID on the form Introducer's thumbprint endorsing the resident in the Review tab of the enrolment software. In case Introducer is not present at the time of enrolment, he/she can review the list later and endorse. |
| | Introducer's UID** | | |
| Contact Details | Mobile Number | No | --- |
| | Email Address | No | --- |
| <p>## A flag is maintained to indicate if Date of Birth (DoB) is verified, declared, or approximate. In case exact DoB is not known, resident should indicate the age only. Enrolment software has the provision to capture age & calculate the year of birth.</p> | | | |
| <p>* For infants, Father/ Mother/ Guardian's name (at least one) and UID is mandatory. * For children under a particular age, biometric de-duplication will not be done. Hence their UID will be flagged as such until they are biometrically de-duplicated at a later age. Their UID will be linked to at least one of the parent's UID.</p> | | | |

* In the case the adult is not in a position or does not want to disclose, name of either Father/ Husband/ Guardian or Mother/ Wife/ Guardian, select the flag in the enrolment software to indicate that resident has not given the relationship details.

** For residents with no document proof, an “Introducer” should certify his/ her identity.

5.1.2 Detailed Guidelines for Recording Demographic Data

i. Name

1. The Enrolment Agency should verify the proof of identity documents produced by the individual before recording the name.
2. The name of the person **in full** should be entered in the boxes provided for this purpose. Leave single box between two separate words.
3. It is very important to write the person’s name very carefully and correctly. For example, the respondent may tell that his name is V. Vijayan whereas his full name may be Venkatraman Vijayan and similarly R. K. Srivastava’s full name may actually be Ramesh Kumar Srivastava. Similarly, a female enrollee may tell her name as K. S. K. Durga while her full name may be Kalluri Surya Kanaka Durga.
4. Ascertain from her/him the expansion of her/his initials and check the same in the documentary evidence produced before recording the name in full.
5. In case of difference in the name declared and the one in document (PoI), the name as declared by the resident may be recorded by the Enrolment Agency provided the difference is only in spelling.
6. If two documentary proofs produced by the enrollee have variation in the same name (i.e., with initials and full name), the enrollee’s preferred name should be recorded.
7. Sometimes the infants and children may not have been named yet. Please try to ascertain the intended name for the child by explaining to the enrollee the importance of capturing the name of the individual for allotting UID.
8. In case of non availability of supporting documents for PoI, the name should be recorded with the assistance of the Introducer.

ii. Date of Birth (DoB)

1. Write date of birth of Enrolment Agency, indicating day, month and year in the relevant boxes provided. Record the day (2 digits), month (2 digits) and year (4 digits).
2. In the Date of Birth Field, depending on the clarity / proof provided by the resident, following should be captured:
 - “V” – When the DoB can be verified from a documentary evidence
 - “D” – When resident declares the DoB without any documentary evidence
 - “A” – When the resident is unable to give exact DoB and the approximate age has been given

iii. Gender:

1. Gender has to be recorded by the Enrolment Agency as declared by the enrollee in the box provided by recording Male, Female or Transgender ‘M’ or ‘F’ or ‘T’ respectively.

iv. Residential Address:



1. Record the residential address in the boxes provided.
2. The address should be recorded as available in the documentary evidence produced by the enrollee. Leave space between two words. Please ensure that the particulars are filled up correctly.
3. In line 1 of the address capture “care of” persons name if any. (Usually this has to be captured for children and old age people living with parents and children respectively). If not available, leave the Address line 1 blank.
4. Generally in rural areas, Building number, House number etc. are not available. If not available leave the address line 2 blank.
5. Write the Street Name, if any, in Address line 3, otherwise leave it blank.
6. Write major/minor landmark if any in address line 4 otherwise leave it blank.
7. Write name of Mohalla/Locality/Post Office in address line 5, otherwise leave it blank.
8. Name of the village/town/city is to be written in address line 6.
9. Write the name of District and State in address line 6 and 7.
10. Ascertain the Postal Index Number Code(PIN code) and record in the boxes.

v. Parent/ Spouse /Guardian Information (Conditional)

1. Filling the father / husband / guardian or Mother / Wife / Guardian field is mandatory for all. If they are enrolled their UID should be recorded.
2. In case the adult is not in a position or does not want to disclose, xxx should be recorded in the field.
3. In case of children below the age of 5 years one of the parents’ or guardian’s name is recorded and UID or Enrolment Number is recorded. It is mandatory.
4. If the child’s father /mother / guardian has / have not enrolled and / or do / does not possess an UID at the time of enrolment, the enrolment of that child cannot be done unless the above requirements are fulfilled.

vi. Relationship type (Conditional):

1. This field is mandatory if the information in the above field is available, otherwise leave this field as blank.
2. Here the relationship type of the above field to be recorded as “F” for Father, “M” for Mother, “H” for Husband, “W” for Wife and “G” for Guardian.

vii. Introducers Name (Conditional):

1. Name of the Introducer has to be recorded in this field in case where enrollee is not able to produce any documentary evidence as Pol and PoA.
2. When the enrollee depends on Introducer for proof of verification, the UID of the Introducer is mandatory.

viii. Mobile Number (optional):

1. If the enrollee possesses and is willing to provide his/her mobile/landline number, this optional field can be filled in.

ix. Email address (optional):

1. If the enrollee possesses and is willing to provide his/her e-mail ID, this optional field can be filled in.



5.1.3 Documents for Verifying PoI, PoA and DoB

| Support PoI Documents Containing Name and Photo | |
|--|---|
| 1. | Passport |
| 2. | PAN Card |
| 3. | Ration/ PDS Photo Card |
| 4. | Voter ID |
| 5. | Driving License |
| 6. | Government Photo ID Cards |
| 7. | NREGS Job Card |
| 8. | Photo ID issued by Recognized Educational Institution |
| 9. | Arms License |
| 10. | Photo Bank ATM Card |
| 11. | Photo Credit Card |
| 12. | Pensioner Photo Card |
| 13. | Freedom Fighter Photo Card |
| 14. | Kissan Photo Passbook |
| 15. | CGHS / ECHS Photo Card |
| 16. | Address Card having Name and Photo issued by Department of Posts |
| 17. | Certificate of Identify having photo issued by Group A Gazetted Officer on letterhead |
| Supported PoA Documents Containing Name and Address | |
| 1. | Passport |
| 2. | Bank Statement/ Passbook |
| 3. | Post Office Account Statement/Passbook |
| 4. | Ration Card |
| 5. | Voter ID |
| 6. | Driving License |
| 7. | Government Photo ID cards |
| 8. | Electricity Bill (not older than 3 months) |
| 9. | Water bill (not older than 3 months) |
| 10. | Telephone Landline Bill (not older than 3 months) |
| 11. | Property Tax Receipt (not older than 3 months) |
| 12. | Credit Card Statement (not older than 3 months) |
| 13. | Insurance Policy |
| 14. | Signed Letter having Photo from Bank on letterhead |
| 15. | Signed Letter having Photo issued by registered Company on letterhead |
| 16. | Signed Letter having Photo issued by Recognized Educational Institution on letterhead |
| 17. | NREGS Job Card |
| 18. | Arms License |
| 19. | Pensioner Card |
| 20. | Freedom Fighter Card |
| 21. | Kissan Passbook |
| 22. | CGHS / ECHS Card |
| 23. | Certificate of Address having photo issued by MP or MLA or Group A Gazetted Officer on letterhead |
| 24. | Certificate of Address issued by Village Panchayat head or its equivalent authority (for rural areas) |
| 25. | Income Tax Assessment Order |
| 26. | Vehicle Registration Certificate |



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|-----|---|
| 27. | Registered Sale / Lease / Rent Agreement |
| 28. | Address Card having Photo issued by Department of Posts |
| 29. | Caste and Domicile Certificate having Photo issued by State Govt. |

Supported Proof of DoB Documents

- | | |
|----|---|
| 1. | Birth Certificate |
| 2. | SSLC Book/Certificate |
| 3. | Passport |
| 4. | Certificate of Date of Birth issued by Group A Gazetted Officer on letterhead |

5.1.4 Biometric Data Capture Standards

The biometrics are to be collected by the Enrolling Agency based on the standards laid down by the UIDAI. The recommended standards for the capture of facial image, finger prints and the iris are as follows:

i. Face Image Capture

| Key Decisions | Summary of Decisions |
|-------------------------------------|--|
| Enrolment | |
| Image capture | Full frontal, 24 bit colour |
| Digital / Photographic requirements | Per ISO 19794-5 Clause 7.3, 7.4, 8.3 and 8.4 with Clause 8.3 of Technical Corrigendum 2. Inter-eye distance – minimum 120 pixels. |
| Pose | Per ISO 19794-5 Clause 7.2.2 |
| Expression | Neutral expression. Specified as best practices. |
| Illumination | Per ISO 19794-5 Clause 7.2.7 |
| Eye Glasses | Per ISO 19794-5 Clause 7.2.11 |
| Accessories | Permissible for medical and ethical reasons only. |
| Multiple samples of face | Yes. Recommended for automatic face recognition. |
| Operational | Per ISO 19794-5 Clause 7.2.4 – 7.2.10 |
| Assistance | Yes. Specified as best practices. |
| Segmentation and feature extraction | Recommended for automatic face recognition |
| Quality check | Yes. Specified as best practice. |
| Storage and compression | Uncompressed image strongly recommended. For legacy reasons, lossless JPEG 2000 colour accepted. |
| Authentication | |
| Image capture | Same as enrolment |
| Compression | JPEG 2000 colour compression recommended. Compression ratio to be less than 10:1 |
| Number of Images | One full frontal image |

ii. Finger Print Capture

| Key Decisions | Summary of Decisions |
|----------------------|----------------------|
| Enrolment | |
| Image capture | |
| Plain or rolled | Plain, live scan |
| Number of fingers | Ten |



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| Key Decisions | Summary of Decisions |
|--------------------------------------|---|
| Device characteristics | Setting level 31 or above, EFTS/F certified |
| Quality check | Yes – Specified as best practice. Avoid NFIQ quality 4 and 5 level fingerprints. |
| Operational | |
| Assistance | Yes – Specified as best practice |
| Corrective measure | Yes – Specified as best practice |
| Storage and transmission Compression | Uncompressed image strongly recommended. For legacy reasons, JPEG 2000 or WSQ compression accepted. |
| Storage format | Per ISO Clause 8.3 No deviation necessary |
| Minutiae format | Per ISO Clause 8.3. No deviation necessary |
| Multi-finger fusion algorithm | Recommended. Application dependent. |
| Authentication | |
| Image capture | |
| Number of fingers | No minimum, no maximum. Application dependent. Recommended as best practice |
| Any finger option | Yes. Recommended as best practice |
| Retry | Maximum 5. Recommended as best practice. |
| Device characteristics | Setting level 28 or above |
| Transmission format | Per ISO. No tailoring necessary |
| Compression | JPEG 2000 compression recommended. Compression ratio to be less than 15:1 |
| Minutiae format | Per ISO 19794-2. No tailoring necessary |

iii. Iris Capture

| Key Decisions | Summary of Decisions |
|------------------------|---|
| Enrolment | |
| Image | Two eyes, > 140 pixel image diameter (170 pixel preferred), image margin 50% left and right, 25% top and bottom of iris diameter |
| Device Characteristics | Tethered, autofocus, continuous image capture, exposure < 33 mille-second, distance >300 mm for operator control, > 100mm Enrolee control |
| Operational | Operator controlled strongly preferred. No direct natural or artificial light reflection in the eye, capture location: indoor. |
| Segmentation | Non-linear segmentation algorithm |
| Quality Assessment | Per IREX II recommendations |

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| | |
|-------------------------|---|
| Compression and Storage | ISO 19794-6 (2010) data format standard as tailored in Clause 11 JPEG 2000 or PNG lossless compression, KIND_VGA of Table A.1 of ISO 19794-6 (2010) |
| Authentication | Same as enrolment except One and / or two eyes JPEG 2000 |

5.1.5 Detailed Guidelines for Collecting Biometric Data

i. Fingerprint Capture

a. **Left Hand Fingerprints:** The Enrolee should be requested to place all four fingers of the **left hand** to platen of the fingerprint scanner for the four-finger capture to ensure good contact and maximize the area of the captured fingerprints.



b. If **automatic** capture does not happen, the operator should force the capture through option available in the enrolment software. The capture software will allow forced capture only after at least one attempted automatic capture for that Enrolee.

c. The operator should visually check the image for quality and for typical problems. In case there are problems go back to steps above to retry the capture.

d. If capture is still not possible, move on to the next step to capture the fingerprints of the right hand.



e. **Right Hand Fingerprints:** The Enrolee should be requested to place all four fingers of the **Right Hand** to platen of the fingerprint scanner for the four-finger capture to ensure good contact and maximize the area of the captured fingerprints.

f. If **automatic** capture does not happen, the operator should force the capture through option available in the enrolment software. The capture software will allow forced capture only after at least one attempted automatic capture for that Enrolee.

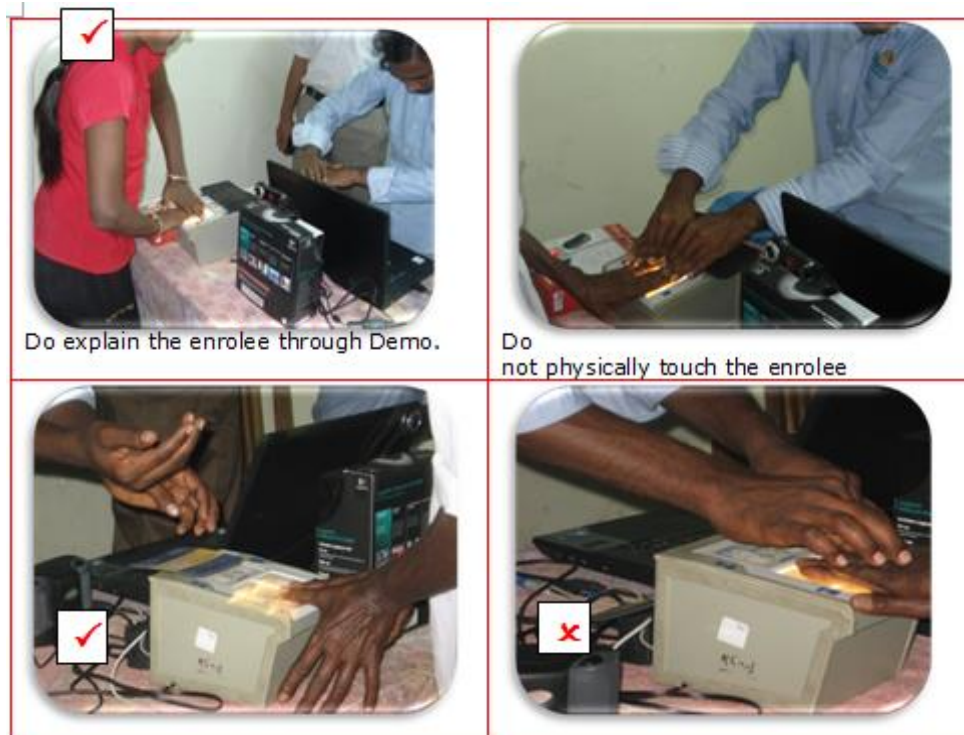
g. Visually check the image for quality and for typical problems. In case there are problems go back to steps above to retry the capture.

h. If capture is still not possible, move on to the next step to capture the fingerprints of the two thumbs.

i. **Two Thumbs:** The Enrolee should be requested to place **Two Thumbs** to platen of the fingerprint scanner for the capture to ensure good contact and maximize the area of the captured fingerprints.



- j. If **automatic** capture does not happen, the operator should force the capture through option available in the enrolment software. The capture software will allow forced capture only after at least one attempted automatic capture for that Enrolee.
- k. Visually check the image for quality and for typical problems. In case there are problems go back to steps above to retry the capture.



ii. **Facial Image Capture**

- a. **Enrolee Position:** For capturing facial image, it is advisable for the operator to adjust the camera instead of the Enrolee to position herself/himself at the right distance or in the right posture.
- b. **Focus:** The capture device should use auto focus and auto-capture functions. The output image should not suffer from motion blur, over or under exposure, unnatural coloured lighting, and radial distortion. Interlaced video frames are not allowed.
- c. **Expression:** Expression strongly affects the performance of automatic face recognition and also affects accurate visual inspection by humans. It is strongly recommended that the face should be captured with neutral (non-smiling)



expression, teeth closed and both eyes open.

d. **Illumination:** Poor illumination has a high impact on the performance of face recognition. It is difficult for human operators to analyze and recognize face images with poor illumination. Proper and equally distributed lighting mechanism should be used such that there are no shadows over the face, no shadows in eye sockets, and no hot spots.

e. **Eye Glasses:** If the person normally wears glasses, it is recommended that the photograph be taken with glasses. However, the glasses should be clear and transparent so that pupils and iris are visible. If the glasses are with tint, then direct and background lighting sources should be tuned accordingly.

f. **Accessories:** Use of accessories that cover any region of the face is not permitted.

g. However, accessories like eye patches are allowed due to medical reasons.

h. Further, accessories like turban are also allowed as religious practices.

i. Operators need to be trained to obtain the best possible face images that satisfy requirements.

iii. Iris Capture

a. Iris pattern of each eye is not correlated, and gives two independent biometric feature sets. It assures correct assignment of left and right eyes and allows for more accurate estimation of roll angle.

b. In order to obtain good quality template, the iris image diameter should be a minimum of 170 native pixels.

c. In order to retain sufficient image surrounding the iris for the purpose of identifying the left or right eye as well as for a more accurate iris segmentation, the margins around the iris portion of the image need to be at least 50% of the iris diameter on the left and right sides of the image, and a least 25% of the iris diameter on the top and bottom of the image.

d. The capture device should be more than 300 mm away from the Enrolee to be considered non-intrusive.

e. The capture device should use auto focus and auto-capture functions.

f. In special circumstances where the Enrolee has to position herself or himself, the capture device should be more than 100mm away but the device should use a visor or other mechanical alignment aid to enable the Enrolee to position themselves.

g. In order to provide an acceptable level of usability and ease of alignment, the camera must allow for some variability in the position of the iris centre relative to the camera. This variability is defined by position tolerances in the horizontal, vertical, and axial dimensions that together define a volume (the "capture volume") within which the centre of the iris must be located in order to enable image capture.





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- h. For two eye capture devices, the capture volume dimensions for devices without mechanical alignment aids are 19 mm wide, 14 mm high, and 20 mm deep, and for devices with such aids, 19 mm wide, 14 mm high, and 12 mm deep.
- i. The iris image capture device must be capable of capturing light in the range of 700 to 900 nanometres. The camera's near infrared illuminator(s) must have a controlled spectral content, such that the overall spectral imaging sensitivity, including the sensor characteristics, transfers at least 35% of the power per any 100 nm-wide sub-band of the 700 to 900 nm range.
- j. The iris image capture sensor shall use progressive scanning.
- k. Illumination shall be compliant with illumination standard IEC 825-1 and safety specification ISO 60825-1.
- l. In order to achieve acceptable recognition accuracy, the iris acquisition sensor must achieve a signal-to-noise ration of at least 36dB.
- m. Within the frequency range of interest, 700 to 900 nm, the iris sensor shall generate images with at least 8 bits per pixel.
- n. The operator and not the Enrollee will handle the capture device.
- o. The Enrollee will be required to sit (or stand) in a fixed position, like taking a portrait photograph.
- p. The iris capture device or the connected computer would be able to measure the iris image quality. An initial image quality assessment would be done to provide feedback to the operator during the capture process. The device alerts the operator if the captured iris image is of insufficient quality.
- q. The iris capture process is sensitive to ambient light. No direct or artificial light should directly reflect off Enrollee's eyes.

5.1.6 Handling of Exceptions

There would be instances where the enrollee would not be in a position to give complete set of biometrics as required by the UIDAI owing to reasons such as injury, amputation of the fingers / hands and similar problems with the eyes. The following sets of guidelines are to be borne in mind while handling such exceptions.

i. Exceptions in capturing Facial Image capture

| S.No | Problem | Suggestions |
|------|--|--|
| a. | Unable to capture image due to poor light: | <ul style="list-style-type: none"> a. No flash is to be used. b. Contact the local state government authorities to improve the ambient light. c. If there is inadequate lighting because of low voltage, use the generator backup to improve the lighting. d. Consider moving the enrollment station to a location in the room with better light. e. The non-capture could be because of bright light behind the backdrop. The backdrop should be preferably placed against an opaque wall/partition. |
| b. | Unable to crop image because of turban / head scarf: | <ul style="list-style-type: none"> a. If it is strict religious attire, choose the manual capture option. b. If the headgear can be removed this may be requested politely by the operator. |



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|----|--|--|
| | | c. In the case of lady enrollees, it would be advisable for a lady operator, or volunteer to undertake this process. |
| c. | Enrollee unable to keep head / torso still and vertical: | Assistance may be provided to the enrollee. In case of lady enrollees, assistance is to be provided by the lady operators or volunteers. |

ii. Exceptions in handling Fingerprint Image capture

| S.No | Problem | Suggestions |
|------|---|--|
| a. | Missing / amputated / bandaged fingers | <ul style="list-style-type: none"> i. The same is noted in the data as provided in the software ii. The fingerprints of remaining fingers are captured by the operator |
| b. | Unable to crop image because of turban / head scarf | <ul style="list-style-type: none"> i. If it is strict religious attire, choose the manual capture option. ii. If the headgear can be removed this may be requested politely by the operator. iii. In the case of lady enrollees, it would be advisable for a lady operator, or volunteer to undertake this process. |
| c. | Fingerprint captured is not of the requisite quality | <ul style="list-style-type: none"> i. If standard image of the finger prints are not possible for an enrollee despite repeated attempts, the operator should politely ask the enrollee to wash his hands. The operator can provide a wet sponge or towel available in the centre. ii. The operator can request the enrolled to apply pressure on the platen to increase the area of contact and thereby obtain image of the requisite quality. iii. For applying pressure he would firstly rely on efforts of the enrollee. If not successful, the operator can take the permission of the enrollee and assist her/him in applying the pressure to capture the image. iv. It has to be ensured that assistance to women enrollees has to be provided by women operators / volunteers. v. The operator would make a reasonable number of attempts to capture the biometrics of the resident. The number of attempts that can be made is built into the software. |
| d. | Inability to flatten the fingers | <ul style="list-style-type: none"> i. The operator with due permission from the enrollee may assist the enrollee in order to attempt capture of the fingerprints. ii. In case this is not successful, the operator may try to obtain fingerprints to the extent that the enrollee is able to flatten and place her / his fingers on the platen. iii. The enrollee can then be made to move to the next set of fingerprints of the other hand or the two thumbs. |
| e. | Worn out ridges or hands blackened through mehendi or any other substance | <ul style="list-style-type: none"> a. Attempt a manual capture b. Proceed to capture fingerprints of fingers which are not blackened or without worn out ridges. |

iii. Exceptions in handling Iris Image capture

If capturing Iris image is not possible due to non-existence of one or both eyes or bandage across one or both eyes / any other deformity or disease the same has to be recorded in the system.

| S.No | Problem | Suggestions |
|------|-------------------------------------|--|
| a. | Squint / disoriented eye | a. If the capture of both eyes at a time is not possible, the single eye iris scan device may be used b. In case the single eye iris device is not available, the operator can make use of the dual eye device to capture one of the irises correctly |
| b. | Inability to open the eyes properly | a. Guide the enrollee to open the eyes wide to enable the capture b. Manually assist the enrollee to open the eyes with the help of his own hands so that the iris can be scanned. |

iv. General exceptions

The enrollee may not be in a position to keep herself / himself in correct posture for reaching biometric instruments or for photograph due to old age or sickness. In such cases the operator should arrange to take the biometric data by moving the equipment close to the enrollee.

5.2 Formats, Templates and Checklists

Checklist for Setting up Enrolment Centre

| | Mandatory Requirements |
|----------|--|
| A | Enrolment Station |
| A.1 | Laptop available |
| A.2 | UIDAI software installed, tested, configured, registered with CIDR as per installation and configuration manual |
| A.3 | List of Introducers loaded on laptop |
| A.4 | Iris capturing device available (record Make & Model) |
| A.5 | Fingerprint capturing device available (record Make & Model) |
| A.6 | Digital Camera (record Make & Model) |
| A.7 | White back ground screen available for taking photographs |
| A.8 | Extra monitor for residents to verify their data (15-16" with a resolution above 1024x768) |
| A.9 | All devices as per UIDAI standards |
| A.10 | Working of all equipment at every station tested |
| A.11 | Data backup device (4 GB pen drive sufficient for 1 centre/day i.e. ~5 stations. Enrolment Centre should maintain a stock of 20 days) |
| A.12 | Printer (A4 laser printer; must print photo with good quality receipt) |
| A.13 | Printer Paper(Inventory for 5 stations for 10 days ~ 20 rims) |
| A.14 | GPS Receiver (USB/built in) |
| A.15 | AntiVirus / Anti Spyware checks |
| A.16 | Data Card /Internet connectivity for Enrolment Client to be online every 24-48 hrs |
| A.17 | All Operators and Supervisors enrolled into AADHAAR and registered with CIDR |



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| A.18 | The pre-enrolment data from the Registrars,if used, is available for import on laptops |
| A.19 | If Registrar has additional fields to be captured , then the KYR+ software for capturing the KYR+ fields is configured and tested |
| Mandatory Requirements | |
| B | Enrolment 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 enrolment forms for filling data available in sufficient numbers |
| B.4 | Preprinted Bubble Envelopes size 10 , for pen drive transfer to CIDR via India Post (2 Envelopes/day/centre. Enrolment Centre should maintain a stock of 20 days) |
| B.5 | Adequate lighting, fans & power points for plugging various biometric devices available |
| B.6 | Local authorities informed of enrolment schedule |
| B.7 | Introducers informed of enrolment schedule |
| B.8 | Banner for the Enrolment Centre placed at entrance |
| B.9 | Posters depicting enrolment process in English & the local language present in visible places |
| B.10 | Grievance handling Helpline Number and other important numbers displayed prominently inside/outside the enrolment centre |
| B.11 | The User Manual of the software available for ready reference & operators aware of the same |
| B.12 | Sponge for wetting and hand-cleaning cloth available |
| Desired | |
| C | Other Logistics |
| C.1 | Mobile phone/ Land phone/Internet available for immediate communication with UIDAI /Registrars etc |
| C.2 | Extension box for Power Cord |
| C.3 | Water, soap and towel for cleaning hands and moisturizer |
| C.4 | Drinking water facility available |
| C.5 | Sufficient number of tables and chairs for enrolment station operators |
| C.6 | Chairs/benches available in shade for waiting enrollees |
| C.7 | Hall / room spacious & furniture organized to minimize movement of enrollee while capturing biometric information |
| C.8 | 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. |
| C.9 | Carry cases for all devices available |
| C.10 | Material for cleaning biometric instruments and laptops as specified by device manufacturers |



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|--|---|
| C.11 | A separate enclosure to enrol "purdah-nasheen" women available |
| C.12 | Sufficient no. of operators available for job rotation & preventing operator fatigue |
| C.13 | Lady operators / volunteers to assist women enrollees |
| C.14 | Security arrangement in place to stop enrollees from carrying bags / suitcases or any other material into the enrolment centres |
| C.15 | A ramp is provided for disabled and old age people |
| C.16 | First aid kit available |
| C.17 | ORS kit available for areas in extreme heat conditions |
| C.18 | Scanner (Optional as per Registrar's mandate) |
| C.19 | Bar Coded Stickers (Optional as per Registrar's mandate) |
| C.20 | Bar Code Reader (Optional as per Registrar's mandate) |
| 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 |

The formats for Enrolment Form, Acknowledgement slip and Consent Slip shall be prescribed by the Registrar/UIDAI.

References

- Model RFP and related documents available on UIDAI Website www.uidai.gov.in
- Enrolment Manual
- Enrolment Software Manual

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

Bank will provide all formats and detailed guideline regarding KYR + information inclusive of State Govt. requirement of KYR +.

The successful Bidder has to print sufficient number of forms as and when required by them, on their own. There should be any complaint from enrollee regarding unavailability of forms.

A. Indicative Number of Stationary and Mobile Enrolment Stations and Centers based on Population to be covered (provide one table for each Geographical Area corresponding to Schedule - I).

| SR | STATE | DISTRICT | BANK OF MAHARASHTRA BRANCHES | MAHARASHTRA GRAMIN BANK (RRB) BRANCHES | TOTAL |
|----|-------------|------------|------------------------------|--|-------|
| 1 | MAHARASHTRA | AHMEDNAGAR | 6 | 1 | 7 |
| 2 | MAHARASHTRA | AKOLA | 2 | | 2 |
| 3 | MAHARASHTRA | AMRAVATI | 5 | | 5 |
| 4 | MAHARASHTRA | AURANGABAD | 4 | 5 | 9 |
| 5 | MAHARASHTRA | BEED | 1 | 5 | 6 |
| 6 | MAHARASHTRA | BHANDARA | 2 | | 2 |
| 7 | MAHARASHTRA | BULDHANA | 2 | | 2 |
| 8 | MAHARASHTRA | DHULE | 1 | | 1 |
| 9 | MAHARASHTRA | CHANDRAPUR | 3 | | 3 |
| 10 | MAHARASHTRA | GADCHIROLI | 2 | | 2 |
| 11 | MAHARASHTRA | GONDIA | 2 | | 2 |
| 12 | MAHARASHTRA | HINGOLI | 1 | 4 | 5 |
| 13 | MAHARASHTRA | JALGAON | 2 | 1 | 3 |
| 14 | MAHARASHTRA | JALNA | 3 | 3 | 6 |
| 15 | MAHARASHTRA | KOLHAPUR | 4 | | 4 |
| 16 | MAHARASHTRA | LATUR | 1 | 4 | 5 |
| 17 | MAHARASHTRA | MUMBAI | 9 | | 9 |
| 18 | MAHARASHTRA | NAGPUR | 2 | | 2 |
| 19 | MAHARASHTRA | NANDED | 1 | 6 | 7 |
| 20 | MAHARASHTRA | NASIK | 11 | 3 | 14 |
| 21 | MAHARASHTRA | NANDURBAR | 1 | | 1 |
| 22 | MAHARASHTRA | OSMANABAD | 2 | 3 | 4 |
| 23 | MAHARASHTRA | PALGHAR | 2 | 1 | 3 |
| 24 | MAHARASHTRA | PARBHANI | 1 | 3 | 4 |
| 25 | MAHARASHTRA | PUNE | 19 | 2 | 21 |



UID PROJECT (AADHAAR)

| | | | | | |
|----|-------------------|---------------|---|--|---|
| 26 | MAHARASHTRA | RAIGAD | 4 | | 4 |
| 27 | MAHARASHTRA | RATNAGIRI | 3 | | 3 |
| 28 | MAHARASHTRA | SATARA | 6 | | 6 |
| 29 | MAHARASHTRA | SANGLI | 3 | | 3 |
| 30 | MAHARASHTRA | THANE | 5 | | 5 |
| 31 | MAHARASHTRA | SINDHUDURG | 2 | | 2 |
| 32 | MAHARASHTRA | VASAI | 1 | | 1 |
| 33 | MAHARASHTRA | WARDHA | 1 | | 1 |
| 34 | MAHARASHTRA | WASHIM | 1 | | 1 |
| 35 | MAHARASHTRA | YAVATMAL | 2 | | 2 |
| 36 | MAHARASHTRA | SOLAPUR | 4 | | 4 |
| 37 | ANDHRA PRADESH | EAST GODAVARI | 1 | | 1 |
| 38 | ANDHRA PRADESH | KRISHNA | 1 | | 1 |
| 39 | ANDHRA PRADESH | VISAKHAPATNAM | 1 | | 1 |
| 40 | CHANDIGARH | CHANDIGARH | 1 | | 1 |
| 41 | CHHATTISGARH | BILASPUR | 1 | | 1 |
| 42 | CHHATTISGARH | DURG | 1 | | 1 |
| 43 | CHHATTISGARH | RAIPUR | 1 | | 1 |
| 44 | CHHATTISGARH | RAJNANDGAON | 1 | | 1 |
| 45 | DELHI | CENTRAL | 1 | | 1 |
| 46 | DELHI | NORTH WEST | 1 | | 1 |
| 47 | DELHI | SHAHADARA | 1 | | 1 |
| 48 | DELHI | SOUTH | 1 | | 1 |
| 49 | DELHI | SOUTH WEST | 1 | | 1 |
| 50 | GOA | NORTH GOA | 1 | | 1 |
| 51 | GOA | SOUTH GOA | 1 | | 1 |
| 52 | GUJARAT | AHMEDANBAD | 2 | | 2 |
| 53 | GUJARAT | KUTCH | 1 | | 1 |
| 54 | GUJARAT | MEHSANA | 1 | | 1 |
| 55 | GUJARAT | RAJKOT | 1 | | 1 |
| 56 | GUJARAT | SURAT | 1 | | 1 |
| 57 | GUJARAT | VADODARA | 1 | | 1 |
| 58 | HARYANA | FARIDABAD | 1 | | 1 |
| 59 | HARYANA | FATEHABAD | 1 | | 1 |
| 60 | HARYANA | GURGOAN | 1 | | 1 |
| 61 | HARYANA | KAITHAL | 1 | | 1 |
| 62 | HP | UNA | 1 | | 1 |



UID PROJECT (AADHAAR)

| | | | | | |
|----|-------------------|------------------------|---|--|---|
| 63 | KARNATAKA | BELGUAM | 1 | | 1 |
| 64 | KARNATAKA | BELLARY | 1 | | 1 |
| 65 | KARNATAKA | BENGALURU | 2 | | 2 |
| 66 | KARNATAKA | DHARWAD | 1 | | 1 |
| 67 | KARNATAKA | MANGALORE | 1 | | 1 |
| 68 | KERALA | THIRUVANANTHAPU RAM | 1 | | 1 |
| 69 | MADHYA PRADESH | BALAGHAT | 1 | | 1 |
| 70 | MADHYA PRADESH | BETUL | 1 | | 1 |
| 71 | MADHYA PRADESH | BHOPAL | 1 | | 1 |
| 72 | MADHYA PRADESH | CHHINDWARA | 2 | | 2 |
| 73 | MADHYA PRADESH | DHAR | 1 | | 1 |
| 74 | MADHYA PRADESH | GWALIOR | 1 | | 1 |
| 75 | MADHYA PRADESH | HOSHANGABAD | 1 | | 1 |
| 76 | MADHYA PRADESH | INDORE | 1 | | 1 |
| 77 | MADHYA PRADESH | JABALPUR | 1 | | 1 |
| 78 | MADHYA PRADESH | KHANDWA | 1 | | 1 |
| 79 | MADHYA PRADESH | MANDLA | 1 | | 1 |
| 80 | MADHYA PRADESH | SATNA | 1 | | 1 |
| 81 | MADHYA PRADESH | SEHORE | 1 | | 1 |
| 82 | MADHYA PRADESH | SEONI | 1 | | 1 |
| 83 | MADHYA PRADESH | UJJAIN | 1 | | 1 |
| 84 | PUNJAB | BHATINDA | 1 | | 1 |
| 85 | PUNJAB | FATEHGARH SAHIB | 1 | | 1 |
| 86 | PUNJAB | JALLANDHAR | 1 | | 1 |
| 87 | RAJASTHAN | JAIPUR | 1 | | 1 |
| 88 | RAJASTHAN | JODHPUR | 1 | | 1 |
| 89 | RAJASTHAN | KOTA | 1 | | 1 |
| 90 | RAJASTHAN | UDAIPUR | 1 | | 1 |
| 91 | TAMILNADU | CHENNAI | 1 | | 1 |
| 92 | TAMILNADU | COIMBATORE | 1 | | 1 |



UID PROJECT (AADHAAR)

| | | | | | |
|-----------------|---------------|-------------------|------------|-----------|------------|
| 93 | TAMILNADU | MADURAI | 1 | | 1 |
| 94 | TELANGANA | ADILABAD | 1 | | 1 |
| 95 | TELANGANA | MEDCHAL | 2 | | 2 |
| 96 | UTTAR PRADESH | AGRA | 1 | | 1 |
| 97 | UTTAR PRADESH | ALLAHABAD | 1 | | 1 |
| 98 | UTTAR PRADESH | GAUTAM BUDHANAGAR | 1 | | 1 |
| 99 | UTTAR PRADESH | GHAZIABAD | 1 | | 1 |
| 100 | UTTAR PRADESH | GORAKHPUR | 1 | | 1 |
| 101 | UTTAR PRADESH | HAPUR | 1 | | 1 |
| 102 | UTTAR PRADESH | KANPUR NAGAR | 1 | | 1 |
| 103 | UTTAR PRADESH | LUCKNOW | 1 | | 1 |
| 104 | UTTAR PRADESH | MEERUT | 1 | | 1 |
| 105 | UTTAR PRADESH | VARANASI | 1 | | 1 |
| 106 | UTTARAKHAND | DEHRADUN | 1 | | 1 |
| TOTAL :- | | | 195 | 41 | 236 |

Annexure VII – Indicative Number of Enrollment Centers & Training Requirements

| Module Name & course Duration | Master Trainer | Enrolment Operator | Supervisor | Technical Support | Registrar representative |
|--|----------------|--------------------|------------|-------------------|--------------------------|
| UIDAI Overview | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 |
| Introduction to UIDAI enrolment process | 0.5 | 1 | 1 | 0.5 | |
| Basics on Hardware devices (Biometric, camera, PC etc) | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 |
| Working with the bio metric devices | 0.5 | 1 | --- | 0.5 | |
| UID Client Application Software | 1.5 | 2 | 2 | 2 | 0.5 |
| Trouble Shooting on UID Client Application Software and Biometric devices | 0.5 | 0.5 | --- | 1.5 | |
| Setting up an Enrolment center | 0.5 | --- | 1.0 | 1.5 | |
| Enrolment Centre Management | 0.5 | --- | 0.5 | --- | 0.5 |
| Exception Handling | 0.5 | 1 | 1 | 0.5 | |
| Soft Skills - Interaction with Residents/ Senior Residents, Grievance handling, Crowd handling etc | 1 | 1.5 | 1.5 | 0.5 | |
| Training Delivery Techniques | 1.5 | --- | --- | --- | |
| Total | 8 | 8 | 8 | 8 | 2 |

Annexure VIII – DATA INTEGRITY PACT

(to be executed on RS 500 Stamp Paper)
PRE CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of month of _____ 2020, between on one hand, Bank of Maharashtra through authorized official Shri. _____, General Manager, Financial Inclusion Department, Bank of Maharashtra, a body corporate constituted under Banking Companies (Acquisition and transfer of Undertaking) Act, 1970 and having its Registered office at 1501, Lokmangal, Shivajinagar, Pune - 411005, (hereinafter referred as the Bank., which expression shall mean and include unless the context otherwise required, his successors in office and assigns) of the First Part and M/s _____ represented by Shri. _____ Chief Executive Officer (herein called the “BIDDER” which expression shall mean and include unless the context otherwise requires his successors and permitted assigns) of the Second Part.

WHEREAS the BANK proposes to procure (Name of the Stores/Equipments/Item) and the BIDDER is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency/LLP, constituted in accordance with the relevant law in the matter and the BANK is a Financial Inclusion Department of Bank of Maharashtra

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BANK to obtain the desired said Equipment/product/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BANK will commit to prevent corruption, in any form by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BANK:

- 1.1. The BANK undertakes that no officials of the BANK, connected directly or indirectly with contract will demand, take a promise for or accept directly or through intermediaries any bribe, consideration gift reward favor or any material or immaterial benefit or any other advantage from the Bidders either for themselves or for any person, organization or third party related to the contract in

exchange for an advantage in the bidding process, bid evaluation contracting or implementation process related to the contract.

- 1.2. The BANK will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage that particular BIDDER in comparison to other BIDDERS.
 - 1.3. All the officials of the BANK will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BANK with full and verifiable facts and the same is prima facie found to be correct by the BANK, necessary disciplinary proceedings or any other action as deemed fit, including criminal proceedings may be initiated by the BANK and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BANK the proceedings under the contract would not be stalled.

COMMITMENTS of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 3.1. The BIDDER will not offer, directly or through intermediaries, any bribe gift consideration reward favor, any material or immaterial benefit or other advantage, commission fees, brokerage or inducement to any official of the BANK, connected directly or indirectly with bidding process, or to any person organization or third party related to the contract in exchange for any advantages in the bidding, evaluation contracting and implementation of the contract.
 - 3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material benefit or other advantage commission fees brokerage or inducement to any officials of the BANK or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with Government.
 - 3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4. BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, In connection with bid/contract.
 - 3.5. The BIDDER further confirms and declares to the BANK that the BIDDER is the original manufacturer/integrator and not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BANK or any of its functionaries whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual firm or company in respect of any such intercession facilitation or recommendation.



UID PROJECT (AADHAAR)

- 3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract shall disclose any payments he has made is committed to or intends to make to officials of the BANK or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER will not collude with other parties interested in the contract impair the transparency fairness and progress of the bidding process, bid evaluation contracting and implementation of the contract.
- 3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice unfair means and illegal activities.
- 3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others any information provided by the BANK as part of business relationship, regarding plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER either directly or indirectly, is a relative of any of the officers of the BANK, or alternatively, if any relative of an officer of the BANK has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
The term 'relative; for this purpose would be as defined in Section 6 of the Companies Act 1956/ Section 2(77) of the Companies Act, 2013.
- 3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BANK.

4. Previous Transgression

- 4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1. While submitting commercial bid, the BIDDER shall deposit an amount _____ (to be specified in RFP) as Earnest Money Deposit/ Security Deposit, with the BANK through any of the following instruments:
 - 5.1.1. Bank Draft or Pay Order in Favour of **Bank of Maharashtra FI Department**
 - 5.1.2. A Confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BANK on demand within three working days without any demure whatsoever and without seeking any

reason whatsoever. The demand for payment by the BANK shall be treated as conclusive proof of payment.

5.1.3. Any other mode or through any other instrument (to be specified in the RFP)

5.2. The Earnest Money/Security Deposit shall be valid up to a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BANK, including warranty period, whichever is later.

5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of performance Bond in case of decision by the BANK to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the BANK to the BIDDER in Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations:

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by its or action on its behalf (Whether with or without the knowledge of the BIDDER) shall entitled the BANK to take all or any one of the following actions, wherever required :-

6.1.1. To immediately call of the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

6.1.2. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BANK and the BANK shall not be required to assigning any reason therefore.

6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.4. To recover all sums already paid by the BANK, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of Bank of Maharashtra, while in case of a BIDDER from country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Bank in connection with any other contract for any other project such outstanding payment could also be utilized to recover the aforesaid sum and interest.

6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BANK, along with interest.

6.1.6. To cancel all or any other Contracts with the Bidder. The Bidder shall be liable to pay compensation for any loss or damage to the BANK resulting from such cancellation/rescission and the BANK shall be entitled to deduct the amount so payable from the money(s) due to the Bidder.

6.1.7. To debar the BIDDER from participating in future bidding processes of the Bank for a minimum period of five years, which may be further extended at the discretion of the BANK.

6.1.8. To recover all sums paid in violation of this Pact by Bidder(s) to any middleman or agent or broker with a view to securing the contract.



- 6.1.9. In cases where irrevocable letter of credit have been received in respect of any contract signed by the BANK with the BIDDER, the same shall not be opened
- 6.1.10. Forfeiture of Performance Bond in case of a decision by the BANK to forfeit the same without assigning any reason for imposing sanctions for violation of this Pact.

7. Fail Clause:

7.1. The Bidder undertakes that it has not supplied / is not supplying similar products/systems or subsystems/ services at a price lower than that offered in the present bid in respect of any other Ministry/department of the Government of India or PSU and if it is found at any stage that similar products/systems or sub systems was supplied by the Bidder to any other Ministry/Department of Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BANK, if the contract has already been concluded.

8. Independent Monitors:

8.1. The BANK has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Address of the Monitors to be given).

| | |
|---|--|
| <p>Shri. Nilmoni Bhakta Address - A-801, PBCL CHS Ltd. Plot No. 3, Sector 46 A Nerul, Navi Mumbai, 400706 Email - nilmoni.bhakta@gmail.com</p> | <p>Shri. Madan Lal Sharma Address - K-23, Japura Extension New Delhi Email - ml.sharma1965@yahoo.com</p> |
|---|--|

- 8.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 8.3. The Monitors shall not be subject to instructions by the representatives of the parties and performs their functions neutrally and independently.
- 8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BANK.
- 8.6. The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BANK including that provided by the BIDDER. The BIDDER will also grant the Monitor upon his request and demonstration of a valid interest, unrestricted and unconditional access to his pocket documentation. The same is applicable to subBidders. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/subcontract(s) with confidentiality.
- 8.7. The BANK will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8. The Monitor will submit a written report to the designated Authority of BANK/Secretary in the Department/within 8 to 10 weeks from the date of



reference or intimation to him by the BANK/BIDDER and, should the occasion arise, submit proposals for correction problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission the BUYER or its Agency shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This pact is subject to Indian Law. The place of performance and jurisdiction is Pune.

11. Other Legal Actions:

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings

12. Validity:

12.1. The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BANK and the BIDDER, including warranty period whichever is later, in case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

BANK
Name of the Officer:
Designation:
FI Department
Bank of Maharashtra

(Office Seal)

BIDDER
CHIEF EXECUTIVE OFFICER
(Office Seal)

Place _____
Date _____

Witness:
1 _____
(Name & Address) : _____

Witness:
1 _____
(Name & Address) : _____



2 _____

(Name & Address) : _____

2 _____

(Name & Address) : _____

Annexure IX – BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

To,
 The General Manager,
 Bank of Maharashtra
 Financial Inclusion
 Department,
 Lokmangal, 1501
 Shivaji Nagar, Pune –
 411005

WHEREAS _____ (Name of Bidder) (hereinafter called “the Bidder”) has Submitted its RFP 092020 date 09.06.2020 for execution of (Name of Contract)

_____ (hereinafter called the RFP) in favour of Bank of Maharashtra hereinafter called the “Employer”;

KNOW ALL MEN by these present that we, _____ Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 having its Head Office at _____ amongst others a Branch at _____ (hereinafter called the Bank) are bound unto to the Employer for the sum of Rs (Rupees only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents;

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of Bid validity:
 - a) Fails or refuses to execute the Contract Form if required; or
 - b) Fails or refuses to furnish the Performance Security, in accordance with the terms of the Bid;

We undertake to pay the Employer up to the above amount upon receipt of its first written demand without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence one or both of the two conditions, specifying the occurred condition or conditions.



UID PROJECT (AADHAAR)

Notwithstanding anything contained herein:

- a) *The Bank's liability not exceed Rs.
(Rupees.....)*
- b) *This Bank Guarantee shall be valid up to
and*
- c) *The Bank is liable to pay the Guaranteed amount or part thereof
under this Bank Guarantee only and only if the beneficiary serves
upon the Bank a written claim or demand on or before
(Date of Expiry of Guarantee)*
- d) ***Every Guarantee shall be issued (regardless of the guarantee
period) with a minimum claim period of one year from the date
of expiry on top of the guarantee period so as to avail benefit of
Exception 3 of the Section 28 of the Indian Contract Act, 1872.***

Or

***If a Bank Guarantee is issued with a claim period of less than one
year on top of the guarantee period, then such guarantee will not
have the benefit of Exception 3 of the Section 28 of the Indian
Contract Act, 1872."***

The Bank Guarantee is valid up to _____ and
We are liable to pay the guaranteed amount or any part thereof under this Bank
Guarantee only and only if you serve upon us a written claim or demand on or
before after which the bank shall be discharged from its liabilities

Dated _____ day of _____ 20____.

SIGNATURE OF THE BANK