

**REQUEST FOR PROPOSAL (RFP)**  
**FOR**  
**ENGAGEMENT OF SYSTEM INTEGRATORS FOR HIRING**  
**OF OPERATOR/SUPERVISOR FOR DOING AADHAAR**  
**ENROLMENT AND PROVIDING OF LOGISTICS SERVICES**  
**IN SETTING UP OF ENROLMENT CENTRES IN GOVT.**  
**OFFICES AND IN CAMP MODE UNDER STATE**  
**REGISTRARS, OCAC, OPEPA, W&CD DEPARTMENT**  
**AND OTHERS IN ODISHA.**

**RFP REF NO- OCAC-NEGP-RES-0001-2019-19042**



**ODISHA COMPUTER APPLICATION CENTRE**

[TECHNICAL DIRECTORATE OF E&IT DEPARTMENT, GOVT. OF ODISHA]

OCAC BUILDING, ACHARYA VIHAR SQUARE,

BHUBANESWAR, ODISHA, INDIA – 751013

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## SECTION-I: INVITATION TO BID

### 1. Notice Inviting Tender

- 1.1. OCAC invites bids from eligible bidder which is valid for minimum 180 days from bid submission end date as mentioned in pre-qualification-cum-technical criteria for “Engagement of System Integrators for Hiring of Operator/Supervisor for Doing Aadhaar Enrolment and Providing of Logistics Services in Setting up of Enrolment Centres in Govt. Offices And in Camp Mode Under State Registrars, OCAC, OPEPA, W&CD Department and Others in Odisha.”.
- 1.2. RFP documents may be downloaded from OCAC Website: (www.ocac.in) and Govt. of Odisha web portal (www.odisha.gov.in).
- 1.3. **Brief Scope of Work:** Odisha Computer Application Centre (OCAC), Technical Directorate of E & IT Department, Government of Odisha, in the capacity of Register – cum – Enrolment Agency (EA) of UIDAI invites proposals for “Engagement of System Integrator (SI) for Hiring of Operator/Supervisor for doing Aadhaar Enrolment and providing of Logistics services in setting up of Enrolment Centres in Govt. offices and in camp mode under State Registrars, OCAC, OPEPA, WCD and Others in Odisha”. Detailed Scope of Work and services expected from the agencies are provided in the Section III - Scope of Work in the RFP document.

**Apart from work with OCAC, the selected SIs may also be requested to work with any other State Registrar (SR) of Odisha with following criteria**

**Case-I:** *State Registrar “OPEPA/W & CD Department” other than OCAC with Kits provided by OCAC.*

**Case-II:** *State Registrar “OPEPA/W & CD Department” other than OCAC with Kits provided by “OSEPA/W & CD Department”.*

- 1.4. **Tender Fee:** ₹10,000/- (Rupees Five Thousand only) + 12% GST (i.e. total ₹1,1200/-) in the form of Demand Draft from any schedule bank payable at Bhubaneswar.
- 1.5. **Earnest Money Deposit to be submitted:** @ ₹1,00,000/- per District as per the no of districts quoted for in the form of Bank Demand Draft/Bank Guarantee. As mentioned at clause no. 1.16 the bidder has to quote for minimum of 10 Districts.

1.6. The Request for Proposal (RFP) consists of 5 Sections as mentioned below:

- Section I – Invitation to Bid
- Section II – Instructions to Bidders
- Section III - Scope of Work, Deliverables and SLA
- Section IV – General and Special Conditions of Contract
- Section V - Annexures

1.7. Not more than one bid shall be submitted by one Bidder.

1.8. This 'Invitation to Bid' is non-transferable under any circumstances.

1.9. Bidder who has downloaded the RFP from the OCAC Website: ([www.ocac.in](http://www.ocac.in)) and Govt. of Odisha web portal ([www.odisha.gov.in](http://www.odisha.gov.in)) shall not tamper/modify the RFP form including downloaded price bid template in any manner. In case if the same is found to be tampered /modified in any manner, bid will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with OCAC.

1.10. This 'Invitation to Bid' is extended only to System Integrator, confirming the eligibility criteria prescribed at pre-qualification-cum-technical criteria for undertaking demographic and biometric data collection for enrolment of residents and for providing other Aadhaar related services.

1.11. The Bidder has to submit the details about their presence in the districts.

1.12. Pre- Bid Meeting: A pre-bid meeting shall be held on **08.11.2019** at 4:00 PM in VC Room at OCAC, Bhubaneswar. All prospective bidders are requested to send their queries or suggestions relating to the RFP by email to General Manager (Admin) only by email **gm\_ocac@ocac.in** with a copy to **subrat.mohanty@ocac.in** on or before 07.11.2019 by 5 PM. The queries should be submitted in Excel(.XLS) file as per the format mentioned at Clause no. 3.10.

1.13. The queries should necessarily be submitted in the format at Section II, Part-1, Clause-1.6 of the RFP.

1.14. Based on queries and suggestions received from prospective bidders, if required, OCAC may amend the RFP/issue corrigendum. Bidders are advised to visit again OCAC Website:

(www.ocac.in) and Govt. of Odisha web portal (www.odisha.gov.in) at least 2 days prior to closing date of submission of RFP for any corrigendum / addendum/ amendment.

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

1.16. This RFP is called for Aadhaar enrolment of residents and other Aadhaar services in all 30 districts of the State of Odisha, wherein award of contract will be done district-wise. **Any bidder participating in this bid has to quote for at least 10 districts with a minimum of 40 new Aadhaar enrolment kits provided by OCAC Registrar (or other State Registrar).**

1.17. **Critical Date Sheet:**

Published Date	01.11.2019
Last Date for submission of pre-bid queries	07.11.2019 by 5 PM
Pre bid meeting	08.11.2019 at 4 PM
Issue of clarifications / corrigendum	13.11.2019
Last date for submission of bids	25.11.2019 by 12 Noon
Opening of Prequalification/Technical bid	25.11.2019 at 12:30 PM
Opening of commercial bid	28.11.2019 at 1:00 PM

1.18. The response to the RFP should to be submitted on or before 12 Noon PM of **25.11.2019** at the following address:

**General Manager(Admin)**  
**Odisha Computer Application Centre**  
**N-1/7-D, Acharya Vihar Square, PO: RRL, Bhubaneswar - 751002**  
**Phone: 0674-2567280/ 2567064/ 2567295, Fax :0674-2567842**  
**e-Maill: [gm\\_ocac@ocac.in](mailto:gm_ocac@ocac.in)**



## 2. Introduction:

- 2.1. Odisha Computer Application Centre (OCAC), the Technical Directorate of Electronics & Information Technology (E&IT) Department, Government of Odisha, has evolved through years as a Centre of excellence in IT solutions and e-Governance. It has contributed significantly to the steady growth of IT in the state. It helps IT to reach the common citizen so as to narrow down the Digital Divide and widespread applications of IT in establishing a system where the citizens are receiving good governance in addition to ensuring speed of decisions from a transparent Government through an effective e-Governance System.
- 2.2. OCAC in the capacity of Register – cum – Enrolment Agency (EA), UIDAI invites proposals for “Engagement of System Integrator (SI) for Hiring of Operator/Supervisor for doing Aadhaar Enrolment and providing of Logistics services in setting up of Enrolment Centres in Govt. offices and in camp mode under State Registrars, OCAC, OPEPA, WCD and Others in Odisha”. Detailed Scope of Work and services expected from the agencies are provided in the Section III - Scope of Work in the RFP document.

**The selected SIs may also be requested to work with any other State Registrar (SR) of Odisha i.e;**

**Case-I:** *State Registrar “OPEPA/W & CD Department” other than OCAC with Kits provided by OCAC.*

**Case-II:** *State Registrar “OPEPA/W & CD Department” other than OCAC with Kits provided by “OSEPA/W & CD Department”.*

- 2.3. The UIDAI is mandated to issue unique numbers (Aadhaar numbers) to every resident in the country. The UIDAI has been issuing Aadhaar numbers since the launch of project on 29th September, 2010 and more than 122 crore Aadhaar have been issued. E & IT Department has been declared as the nodal department for all Aadhaar related matters for the state of Odisha. OCAC has been appointed as the one of the Registrars for Aadhaar enrolment in Odisha. Till Date, nearly 4.37 Cr. residents of Odisha have already been issued the Aadhaar numbers. District-wise break-up of Aadhaar generation is given in the Table below:

<b>District wise Generation of Aadhaar Numbers &amp; Left out population for period ending 03-10-19</b>			
<b>SI.No</b>	<b>Name of District</b>	<b>Population</b>	<b>Total Aadhaar generation as on 03-10-19</b>
1	Nuapada	6,53,534	7,11,495
2	Balangir	17,65,576	18,22,315
3	Kandhamal	7,84,939	8,07,147
4	Bhadrak	16,12,830	16,44,212
5	Gajapati	6,18,667	6,25,236
6	Kendrapara	15,42,190	15,47,389
7	Mayurbhanj	26,97,875	27,02,662
8	Debagarh	3,34,614	3,34,279
9	Nabarangapur	13,07,263	12,99,770
10	Dhenkanal	12,77,139	12,68,680
11	Ganjam	37,78,522	37,27,141
12	Jajapur	19,56,369	19,29,749
13	Kendujhar	19,29,110	18,99,249
14	Malkangiri	6,56,543	6,45,886
15	Nayagarh	10,30,855	10,13,356
16	Baudh	4,72,351	4,63,252
17	Koraput	14,77,184	14,45,052
18	Kalahandi	16,88,349	16,48,122
19	Sonapur	6,53,321	6,37,489
20	Khordha	24,10,859	23,36,772
21	Rayagada	10,36,339	10,03,230
22	Anugul	13,63,876	13,19,010
23	Baleshwar	24,84,583	23,90,170

## RFP FOR ENGAGEMENT OF SI FOR AADHAAR ENROLMENT IN ODISHA

24	Bargarh	15,85,975	15,21,470
25	Jagatsinghapur	12,17,351	11,67,415
26	Puri	18,18,825	17,37,248
27	Sambalpur	11,14,701	10,61,808
28	Jharsuguda	6,20,474	5,87,758
29	Cuttack	28,10,012	26,42,482
30	Sundargarh	22,41,436	20,98,137
<b>Total</b>		<b>4,49,41,660</b>	<b>4,40,37,981</b>

- 2.4. Aadhaar number is a 12-digit random number issued by UIDAI to the Indian residents. Aadhaar number is unique and robust enough to eliminate duplicates and fake identities and may be used as a basis/primary identifier to roll out several Government welfare schemes and programs for effective service delivery thereby promoting transparency and good governance. This is the only program of its kind globally, wherein a state-of-the-art digital and online Id is being provided free of cost at such a large scale to people, and has the potential to change the way service delivery functions in the country.
- 2.5. Enabling Aadhaar for various services makes it essential to ensure that the resident information stored in the Central Identification Data Repository (CIDR) is accurate, relevant and up-to-date. Corresponding to changes in a resident's life events, movement to newer locations etc., demographic data such as resident's name, address, mobile number etc. are expected to change through the course of time. The biometric information may also require update with life progression, such as children completing 5/15 years of age, changes in appearance due to age progression, wearing-out of fingerprints, etc.
- 2.6. UIDAI provides facility to residents to update their data in CIDR from time to time and ensure that CIDR is up-to-date & accurate always. In view of the same and to further strengthen the quality aspects of the Aadhaar data, UIDAI has engaged an agency to undertake the quality check of the residents Aadhaar data.
- 2.7. As per the process for Aadhaar enrolment and any related update in the Aadhaar data, residents are required to submit documents which include PoI/PoA/DoB/PoR. Irrespective of the type of enrolment, the documents are scanned and attached to the request for enrolment or update.

- 2.8. In this context, OCAC, the Registrar - cum- Enrollment Agency, shall engage SIs for carrying out the various functions and activities related to Aadhaar enrolment such as setting up of enrolment centres, undertaking collection of demographic and biometric data for Aadhaar enrolment and any other data required by the Registrar. This Request for Proposal document is intended to invite bids from only those SIs, who are having experience as EA and also empaneled by UIDAI earlier for undertaking demographic and biometric data collection for enrolment of residents for Aadhaar enrolments.
- 2.9. Broadly the EC will be required to be set up in the premises of a Govt. Offices which is easily accessible to public however, exact site of EC will be finalized by the District administration and OCAC.
- 2.10. The SIs shall also do enrolments in camp mode, if required as per the direction of District administration and OCAC.

## SECTION-II: Instruction to Bidders

### 3. General

#### 3.1 Definitions

- 3.1.1 A B I S – Automated Biometric Identification System.
- 3.1.2 “Applicable Law” means the laws and any other instruments having the force of law in India.
- 3.1.3 “System Integrator (SI) or Service Provider (SP)” means the successful bidder(s) who has (ve) to provide services to OCAC under the scope of this Bid/Contract. This definition shall also include any and/or all of the employees of Bidder, their authorized agents and representatives or other personnel employed or engaged either directly or indirectly by the SI for the purposes of the Contract.
- 3.1.4 “Bidder” means the entity bidding for the services under the Contract.
- 3.1.5 “Contract” means the Agreement entered into between the Purchaser and the Service Providers, together with the contract documents referred to there in, including all the attachments, appendices, annexure, and all documents incorporated by reference therein.
- 3.1.6 “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 6, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- 3.1.7 “Confidential Information” means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder’s team by virtue of this Contract that: is by its nature confidential or by the circumstances in which it is disclosed confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.
- 3.1.8 “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- 3.1.9 “GC” mean these General Conditions of Contract.
- 3.1.10 “Government” means the Government of Indian & Government of Odisha.

- 3.1.11 "In writing" means communication in written form with proof of receipt.
- 3.1.12 "Instructions to Bidders" (Section II of the RFP) means the document which provides interested Bidders with all information needed to prepare their bids. This document also details out the eligibility criteria and process for the selection of the Service Provider
- 3.1.13 "Party" means the Purchaser or the Service Provider, as the case may be, and "Parties" means both of them.
- 3.1.14 "Personnel" means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.
- 3.1.15 "Purchaser" means WCD, OPEPA and any other State Government Department declared by UIDAI as Registrar along with Odisha Computer Application Centre (OCAC), with which the selected Bidder signs the Contract for the Services.
- 3.1.16 "Resident" means normal resident of India.
- 3.1.17 "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- 3.1.18 "Services" means the work to be performed by the SI pursuant to this Contract, as described in Scope of Work at Section- III of RFP hereto.
- 3.1.19 "Scope of Work" (SoW) means the Section III of the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Purchaser and the Service Provider. It also includes the Service Level Agreement (SLA).
- 3.1.20 "SLA" refers to Service Level Agreement as defined under the Scope of Work section in the RFP.
- 3.1.21 "Standard Contract" means the Annexure-X of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected SI.
- 3.1.22 "Site" means the facilities approved by OCAC / District Administration for the purposes of the Contract wherein the operations/services as specified in the "Scope of Work" are to be provided/carried out
- 3.1.23 "All SIs / SPs" means the bidder who chooses to match the "Discovered Rate" as per the process prescribed in Section-II-Part III- "Selection Process" and declared as such by OCAC.

- 3.1.24 "UIDAI" means Unique Identification Authority of India.
- 3.1.25 "Verifier" means a person who does the verification of documents carried/submitted by the resident as prescribed by UIDAI in Enrolment/ Update form for the purpose. Verifier to verify the details filled in Enrolment/ Update form with the originals and put a signature.
- 3.1.26 "Screener" means a person who performs a pre-verification of the documents carried by the resident and will ensure that resident has brought correct type of/legible documents for the services requested
- 3.1.27 "Day" means Govt. of Odisha working day.

### **3.2 General**

- 3.3.1 All the provisions listed out in the Request for Proposal (RFP) issued by OCAC shall be binding upon the participating bidders of this RFP.
- 3.3.2 OCAC will select SIs, in accordance with the method of selection as detailed in "Selection Process" in Part-III of Section-II of the RFP.
- 3.3.3 The detailed scope of the assignment/ job has been described in the Scope of Work in Section III of RFP.
- 3.3.4 The date, time and address for submission of the bid have been given in the Notice Inviting Tender for RFP in Part-I of Section -I of RFP.
- 3.3.5 Interested Bidders are invited to submit the documents for Pre-Qualification –cum- Technical Bid and Financial Bid, strictly as per "Bid Preparation and Document Checklist" as per Annexure-I of Section V of the RFP.
- 3.3.6 The Purchaser is not bound to accept any or all the bids, and reserves the right to annul the selection process at any time prior to award of Contract, without thereby incurring any liability to the Bidders.
- 3.3.7 Bidder will be responsible to provide training and certifications of appointed supervisor and operators as per UIDAI guidelines.
- 3.3.8 Bidders must regularly check the UIDAI website for the latest guidelines and policies.

### **3.4 Bid Validity**

3.5.1 The Bid must be valid for 180 days from the last date of bid submission.

### 3.6 Consortium

3.7.1 Bids received from Consortiums will not be considered. Such bids shall be termed as invalid.

### 3.8 Tenure of Contract

3.9.1 The Contract shall be in force for **Three (3) years** subject to adherence to timelines/time frame and as per the Terms and Conditions of the Contract.

3.9.2 **Extension of the contract:** The contract may be extended by two more years, on year to year basis as per Clause 2.10 Extension of Contract of General terms of extension. However, extension shall be subject to the satisfactory performance of the SI and solely at the discretion of the purchaser.

3.9.3 The contract shall be given subject to compliance by the SI of all the extant laws of the land, including renewal of registration of its license under Contract labour Act etc. and other applicable laws.

3.9.4 **Termination of the contract:** Notwithstanding the allocation of work during the Contract period and/or tenure of Contract, OCAC, without prejudice or liability, reserves the right to terminate the contract.

### 3.10 Clarification and amendment of RFP Document.

3.10.1 Bidders may request a clarification in the RFP document up to the Clarification End Date as per Notice Inviting Tender. Any request for clarification must be sent only through e-Mail to **gm\_ocac@ocac.in** with a copy to **subrat.mohanty@ocac.in**. The format for submitting queries is mentioned below:

SL#	RFP Document Reference(s)(Section &Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification
1.			
2.			
3.			



- 3.10.2 At any time, before the submission of Bids, the Purchaser may amend the RFP by issuing an addendum/ corrigendum in writing or by standard electronic means and publishing it on website [www.ocac.in](http://www.ocac.in).

### 3.11 Preparation of bid

- 3.11.1 The preparation of the Bid as well as all related correspondence exchanged by the Bidders and the Purchaser, shall be in English.
- 3.11.2 The Financial Proposal shall be prepared using the FORM 4- Commercial Proposal Cover Letter and FORM 5 – Commercial Proposal Format - (Section V). The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.
- 3.11.3 Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs.00.00).
- 3.11.4 In case UIDAI revise the rates for Aadhaar enrolment during the period of contract, the rates finalized in the tendering process will be increased/decreased proportionally.

### 3.12 Taxes

- 3.12.1 The Bidder shall be subject to taxes, such as, but not limited to GST, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. Bidders shall specify all such taxes in the financial bid.
- 3.12.2 In case Govt revise the tax rates for Aadhaar enrolment during the period of contract, the rates finalized in the tendering process will be increased/decreased proportionally.

### 3.13 Earnest Money Deposit (EMD)

- 3.13.1 An EMD of the value @ ₹1,00,000/- per District” must be submitted in the form of Demand Draft in favor of “Odisha Computer Application Centre” payable at Bhubaneswar. A minimum amount of ₹10,00,000/- to be submitted with bid as bidder has to quote for at least 10 Districts
- 3.13.2 EMD in the form of Bank Guarantee will also be accepted. The Bank Guarantee may be addressed to “Odisha Computer Application Centre”, Bhubaneswar. The Bank Guarantee should be valid for minimum 45 days beyond the bid validity period.
- 3.13.3 Bid not accompanied by EMD shall be rejected as non- responsive.

- 3.13.4 No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit.
- 3.13.5 The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract.

### 3.14 Forfeiture of EMD

The EMD shall be forfeited by the Purchaser in the following events:

- 3.14.1 If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- 3.14.2 If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.
- 3.14.3 If the Bidder tries to influence the evaluation process.
- 3.14.4 If the Bidder/s selected as SI chose to withdraw the Bid before the finalization process.
- 3.14.5 If the successful bidder fails to sign the contract or the performance guarantee is not submitted within the time specified

### 3.16 Tender Fees

- 3.16.1 The RFP is available to be downloaded online, free of cost. However, at the time of submission of RFP, bidders are required to send the Original Demand Draft for Rs. 10,000/- (Rupees Ten Thousand Only) + 12% GST (i.e. ₹11200/-) in favor of “Odisha Computer Application Centre” payable at Bhubaneswar.
- 3.16.2 This RFP Fees should be clearly marked “Bid Fee”. The fee thus submitted is Non- Refundable

### 3.17 Performance Bank Guarantee

- 3.17.1 The selected Bidders shall be required to furnish the Performance Bank Guarantee of **₹1,00,000/- (as Enrolment Infrastructure Security Fee) per kit (₹40,00,00/- for 40 kits)** in the form of an unconditional and irrevocable Bank Guarantee from a scheduled commercial bank in India in favor of “Odisha Computer Application Centre”, Bhubaneswar. PBG will be valid for 90 days beyond the contract end date. The Bank Guarantee must be submitted within 10 calendar days after award of contract but before signing of contract. In case of contract extension, the selected SI must renew the Bank Guarantee on same terms and conditions but with revised contract value for the extended period. Performance Bank

Guarantee would be returned after successful completion of tasks assigned to SI and after adjusting/ recovering any dues recoverable/ payable from/ by the Bidder on any account under the contract.

On submission of this Performance Bank Guarantee and after signing of the contract, the demand draft/bank guarantee submitted towards EMD would be returned in original.

In case there is substantial increase in the volume of work or allocation of kits apart from from the initial assigned volume of work or 60 kits initially allocated, OCAC reserves the right to ask the Service Provider to furnish additional Performance Bank Guarantee proportional to the increase.

### **3.18 Enrolment Security Fee**

3.18.1 The selected Bidders shall be required to submit an original demand draft of **₹20,00,000/- for 40 Aadhaar Kits @ ₹50,000/- per kit (as Pre-Enrolment Security Fee)** in favor of "Odisha Computer Application Centre" payable at Bhubaneswar. Upon submission each SI will be allowed to do not more than **45,041** enrolments in 40 kits. This amount shall be reconciled at the end of every quarter after generation of UIDAI sanction order & reconciliation report. However, after **30,000** enrolments, the selected SIs must deposit the fee again with same terms and conditions to continue working as SI. The enrolment count will be reported based on the no of packets uploaded in the UIDAI server / station sync report of the UIDAI till final reconciliation.

### **3.19 Bid Submission**

3.19.1 The original Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the Bid must initial such corrections.

3.18.2 An authorized representative of the Bidders shall initial/sign all pages of the original Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign the bid on behalf of the bidder.

3.18.3 The bidders should submit their responses, as per the format given in this RFP in the following manner:

- a. Response to Pre-Qualification – cum – Technical Criteria: (1 Original + 1 duplicate Copy + 1 non editable CD) in first envelope.

b. Financial Proposal- (1 Original) in second envelope.

- 3.18.4 The two envelopes containing copies of Pre-Qualification – cum – Technical Proposal and Financial Proposal must be put in another separate single sealed envelope clearly marked “Response to RFP for < Name of the assignment > - < RFP Reference Number- OCAC-NEGP-RES-0001-2019-19042 > and the wordings “DO NOT OPEN BEFORE < Date and Time of opening of tender as mentioned in RFP>”.
- 3.18.5 The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- 3.18.6 All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Page references should be identified easily. If required, All the relevant parts should be highlighted in the bid documents. Any deficiency in the documentation may result in the rejection of the Bid.
- 3.18.7 The Bids must be sent to the address/addresses indicated in the Data Sheet and received by the Purchaser no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any bid received by the Purchaser after the deadline for submission shall be returned unopened.
- 3.18.8 Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by OCAC in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

### **3.20 Right to Accept or Reject the Bid**

Purchaser reserves the right to accept or reject any Bid and to annul the RFP process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

### **3.21 Bid Opening and Evaluation**

- 3.21.1 Bids shall be opened publicly on the date & time specified in the Notice Inviting Tender, in the presence of the Bidders' representatives who choose to attend.

**3.21.2 Dis-qualification:**

Purchaser may at its sole discretion and at any time during the evaluation of application, disqualify any bidder, if the bidder:

- 3.21.2.1 Submitted the application after the response deadline;
  - 3.21.2.2 Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;
  - 3.21.2.3 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;
  - 3.21.2.4 Submitted an application that is not accompanied by required documentation or is non-responsive;
  - 3.21.2.5 Failed to provide clarifications related thereto, when sought;
  - 3.21.2.6 Submitted more than one application;
  - 3.21.2.7 The bidder qualifies the proposal with his own conditions.
  - 3.21.2.8 In case any one party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately.
- 3.21.3 All responsive Bids will be considered for further processing as below:

OCAC will prepare a list of responsive/eligible bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

**4. Eligibility Criteria - Pre-Qualification (PQ) / Eligibility Criteria (General Bid)****Pre-Qualification (PQ) / Eligibility Criteria (General Bid)**

All bids will primarily be evaluated on the basis of Prequalification Criteria. The Techno-Financial Committee will carry out a detailed evaluation of the Proposals. Only those bidders who qualify all Prequalification – cum-Technical criteria, are eligible for financial evaluation.

Sl. No.	Basic Requirement	Specific Requirements	Documents Required
01	Legal Entity	<p>i. The bidder should be a Company registered under the Companies Act, 1956 / Partnership Act/Limited Liability Partnership Act since last 5 years.</p> <p>ii. The company registered with Valid GST No and having PAN &amp; IT Return up to 31<sup>st</sup> March 2019.</p> <p><b>Note:</b> - In case of no Registered Office in Odisha, self-certification stating that the awarded bidder shall have their office registered in Odisha within 30 days from the award of the contract.</p>	<p>– Registration Certificate</p> <p>– GST Registration Certificates, PAN copy &amp; other necessary supporting documents</p>
02	Average Annual Turnover	Annual average Turnover during last three financial years i.e, 2016-17, 2017-18, 2018-19 (as per the last published Balance sheets), should be Minimum of <b>Rs. 2 Crores.</b>	<p>Extracts from the audited Balance sheet and Profit &amp; Loss;</p> <p>OR</p> <p>Certificate from the statutory auditor</p>
03	Net Worth	The net worth of the bidder in the last three financial years, i.e. 2016-17, 2017-18, 2018-19 should be positive.	CA Certificate with CA's Registration Number and Seal, indicating net worth of the firm
04	Presence in Odisha	The bidder should have presence in Odisha. The bidder should have UIDAI certified technical manpower with experience to provide service on Aadhaar related activities in the districts	A Self Certified letter by an authorized signatory

		throughout Odisha.	
05	Relevant Experience	The bidder should have prior experience as an Enrolment Agency of UIDAI and must have generated at least 50 Lakhs Aadhaar successfully throughout India and at least 3 lakhs Aadhaar generation in Odisha.	Relevant proof must be submitted
06	Blacklisting	The bidder must not under blacklisted by any Department of Government of Odisha or Government of India. The bidder must also disclose full details of any blacklisting by Central or State PSUs/ Undertakings/ Autonomous Organizations or under a declaration of ineligibility for corrupt or fraudulent practices in last two years 'as on' 31/01/2019.	A Self Certified letter by an authorized signatory.
07	Performance	The Bidder must not have any record of poor performance, abandoned work, having inordinately delayed completion and having faced Commercial failures etc. for any State Government or Government of India Organization / Department during last 5 years as on 31/01/2019.	A Self Certified letter
08	Fees	<p>i. The Bidder must have submitted <b>₹10,000/- (Rupees Ten thousand only) + 12% GST</b> towards the cost of the Tender Document.</p> <p>ii. The Bidder must have furnished the EMD of at least <b>“₹10,00,000/- (Rupees Ten Lakh only) @ ₹1,00,000/- per District”</b></p>	<p>i. Demand Draft</p> <p>ii. Demand Draft</p>





## 5. Selection Process

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

Evaluations will be based on the proposals and any additional information requested by the tendering authority. The following is the procedure for evaluation.

### 5.1 Evaluation of pre-qualification cum-Technical criteria

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

### 5.2 Evaluation of Commercial bids

- 5.2.1 The Commercial Bids of the “Qualified Bidders” only will be opened.
- 5.2.2 It is envisaged to engage 6 to 8 “SIs” for the work.
- 5.2.3 **Errors & Rectification:** Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail”.
- 5.2.4 **Evaluation of commercial bid will be done on following manner:**

- 5.2.4.1 One “Successful new Aadhaar Generation” shall mean Aadhaar number being generated in CIDR against the “Enrolment ID” i.e; a 12-digit Aadhaar number is issued by UIDAI to the resident.
- 5.2.4.2 One “Successful Mandatory biometric update” shall mean update being done in CIDR against the “Enrolment ID” or “Update Request Number” for a children/applicant completing 5 or 15 years of age.
- 5.2.4.3 “All other enrolments” means the “Update Requests” made for any updation in the Aadhaar apart from what stated above in Clause: 5.2.4.1 & 5.2.4.2 i.e; all demographic updates such as resident’s name, address, mobile number etc. and / or biometric updates made by a resident at the enrolment centre. The status of enrolment in CIDR will not be taken into consideration in this case.

**5.2.5 Bidders are required to consider following conditions before quoting the bidding price:**

**5.2.5.1 OCAC / EA's Administrative Cost for an enrolment will be:**

- 5.2.5.1.1 60% of cost/fee to be received from UIDAI against “Successful new Aadhaar Generation” and “Successful Mandatory biometric update”.
- 5.2.5.1.2 80% of cost/fee to be collected from residents for “All other enrolments”.

**5.2.5.2** *Hence, the rate to be quoted by the bidders should be such that the cost inclusive of Salary for one Operator/Supervisor, subject to the minimum wages and vehicle costs, travel and lodging costs, stationery, taxes and duties and any other miscellaneous costs and the should not exceed the following **limit** of the cost/fee:*

- 5.2.5.2.1 40% of cost/fee to be received from UIDAI against “Successful new Aadhaar Generation” and “Successful Mandatory biometric update”.
- 5.2.5.2.2 20% of cost/fee to be collected from residents for “All other enrolments”.
- 5.2.5.3 In case, the quoted cost inclusive of taxes exceeds the limit, OCAC reserves the right either to reject the bid or to ceil the cost as per the following:
- 5.2.5.3.1 60% of cost/fee to be received from UIDAI against “Successful new Aadhaar Generation” and “Successful Mandatory biometric update”.

- 5.2.5.3.2 80% of cost/fee to be collected from residents for “All other enrolments”.
- 5.2.5.4 In case of revision, “**UIDAI revises the enrolment rates**” or “**Govt. revises the tax rates**” during the period of contract, the rates finalized in the tendering process will be **increased/decreased proportionately as per the following:**
- 5.2.5.4.1 60% of cost/fee to be received from UIDAI against “Successful new Aadhaar Generation” and “Successful Mandatory biometric update”.
- 5.2.5.4.2 80% of cost/fee to be collected from residents for “All other enrolments”.
- 5.2.6 The target w.r.t enrolment / day / kit (enrolment per day per kit) would be finalized as per the quoted cost of “Operator Salary”. (enrolment / day / kit = “operator salary” / EA’s administrative cost in updates / 20-working days in a month)**
- 5.2.7 The bidder with lowest bid (**Grand Total of Form 5 - Commercial Proposal Format**) will be considered as L1 bid and all others also declared as L2, L3....
- 5.2.8 The lowest rate L1, received from a qualified bidder will be treated as the “**Discovered Rate**”.
- 5.2.9 Once the L1 bidder is identified, other bidder at L2, L3, L4..... will be given rights to match the L1 rate to receive an order for carrying out the services.
- 5.2.10 In case, any bidder at L2, L3, L4..... is unable to match the rate quoted by L1, the option shall be passed to the next bidder, till one more successful bidder emerges, offering the service at the discovered rate.

### 5.3 Award of Contract

- 5.3.1 The Purchaser shall issue a “Letter of Intent” to the selected Bidders after mutual acceptance of the Scope of Work.
- 5.3.2 After submission of Performance Security and Enrolment Security Fee, Purchase Order will be issued or contract will be signed.
- 5.3.3 The Bidders will sign the contract as per the standard Contract form in Annexure X within 15 days of issuance of the letter of intent.
- 5.3.4 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 Bidder fails to start the enrolment work within 30 days of

issue of Letter of Award of Work/ Letter of Intent, then the Purchaser may cancel the award of work.

#### **5.4 Termination of Contract**

5.4.1 Notwithstanding the duration of the contract the termination of the Contract is subject to the conditions as stipulated in General Conditions of Contract at Clause 8 of the RFP.

#### **5.5 Non Exclusivity**

5.5.1 OCAC reserves the right to engage any other agency that it identifies to have fulfilled the criteria required for the proposed services in this RFP at any point of time during the tenure of the contract period or beyond the tenure of the contract period.

## SECTION-III: Scope of Work, Deliverables and SLA

### 6. Scope of Work

#### 6.1 Overview

6.1.1 Enrolment Centre (EC) will act as the core facility for catering to all front-end activities related to Aadhaar Enrolment, Update and other miscellaneous Aadhaar services.

6.1.2 The responsibilities of SI include:

6.1.2.1 Hire & Train Manpower for Enrolment and supervise the enrolment process at the field level to ensure that the enrolments are in accordance with prescribed processes & guidelines issued by UIDAI time to time.

6.1.2.2 Enroll Operator/Supervisors, Certify, Register and Activate them at UIDAI.

6.1.2.3 Software Installation, Configuration and Registration.

6.1.2.4 Setting up of Enrolment Centre (EC) and Enrolment Station (ES).

6.1.2.5 Help create awareness.

6.1.2.6 Capture Demographic and Biometric Data using UIDAI enrolment client on behalf of OCAC.

6.1.2.7 Data Transfer to UIDAI server as per the policy framed by UIDAI.

6.1.2.8 MIS reporting.

6.1.2.9 Ensuring Data Privacy and Security as per UIDAI norms.

6.1.2.10 Ensuring availability of hardware and software as per guidelines issued by UIDAI time to time.

6.1.2.11 Provision of document verifier as per UIDAI norms.

6.1.2.12 Document Management as per UIDAI guidelines [Note: Scanning of resident documents during enrolment is mandatory.]

6.1.3 To understand the complete scope of work of an SI, refer the latest versions of the following

documents available in the “Process Manuals and Guidelines” section on UIDAI website <http://www.uidai.gov.in/registrar-enrolments.html> including the following:

- 6.1.3.1 Resident Enrolment Process Document.
  - 6.1.3.2 Checklist for Refresh Phase.
  - 6.1.3.3 Suspension Policy.
  - 6.1.3.4 Data Quality and Penalty Policy.
  - 6.1.3.5 UIDAI guideline for Data Protection and Security.
  - 6.1.3.6 Process for Document Handover to DMS agency.
  - 6.1.3.7 Update Policy.
  - 6.1.3.8 Policy on Enrolment Centre (ECs).
  - 6.1.3.9 Exit and Stolen Machines Policy.
- 6.1.4 The SI will be responsible for complete setting up of EC. UIDAI / OCAC shall only be providing the software required for resident enrolment and update. The EC shall be setup in compliance to the guidelines of UIDAI.
- 6.1.5 Enrolment Centre resource requirement will be as per Annexure XV.
- 6.1.6 The locations as per the Annexure XV, where ECs have to be set up. Broadly the EC will be required to be set up in the premises of a Govt. Offices which is easily accessible to public however, exact site of EC will be finalized by the district administration and OCAC. The kit should be kept within the EC after completion of the enrolment for a particular day. The operator shall not move the kit outside the EC without the permission of UIDAI / OCAC/ District Administration.
- 6.1.7 The operator should do the Aadhaar Enrolment/Updation in camp mode as per the instructions of OCAC(or any other State Registrar) /District/Block Administration as at the identified
- 6.1.8 The decision to open an additional EC will be the sole prerogative of district administration and OCAC. Having said that it is important to mention the SIs responsibility to keep analyzing the load and performance conditions at each EC in order to assess the need for

additional counters and/or EC. OCAC may use these analysis and related statistics to arrive at a final decision for opening a new EC.

- 6.1.9 Service Provider should ensure that at no point of time on any particular day, there should be more than ten persons waiting in the queue before any of the counters.
- 6.1.10 Each EC should have a Screeners to provide pre-verification of Documents.
- 6.1.11 Further, while the number of counters provided above will be based on the estimated transaction volumes at each EC, it is assumed that in-flow of applicants will not be the same at each hour of the day and there will be peak and non-peak hours. So, the Service Provider might have to dynamically adjust the number of active counters as per the need of the hour to meet the specified SLAs.
- 6.1.12 Each EC shall have the following amenities as a minimum:
  - 6.1.12.1 Backup (for all devices including PC's).
  - 6.1.12.2 One Enrolment/Update Kit setup as per UIDAI specification for each counter at EC.
  - 6.1.12.3 Minimum One Credit/ Debit Card reader/other digital payments options residents.
- 6.1.13 The following can be provided optionally in a manner which doesn't affect the normal functioning of EC in any way. The prices and rates for these facilities are not to be included in the commercial quotation but the same will have to be fixed in advance after prior approval from OCAC:
  - 6.1.13.1 Facility for Photocopy and stationary (SI to directly charge customers);
- 6.1.14 No other commercial activity other than listed in this RFP shall be allowed to run by the SI.
- 6.1.15 The EC must be open on all working days of Govt of Odisha for 9 hours a day between 9 am to 6 pm, with staggered lunch break of half-an-hour.
- 6.1.16 The list of holidays and timings of operation (Time and Day) shall be displayed at each EC.
- 6.1.17 Depending upon the demand from residents and after getting approval from district administration / OCAC, SI may be allowed to keep counters at the EC open beyond office working hours and on holidays for catering to Residents. The extended opening hours and days will have to be decided in advance and in concurrence with district administration / OCAC.

- 6.1.18 UIDAI accords highest priority to quality of data and imposes penalties for Demographic and Process errors. Similarly, UIDAI also imposes penalties for delay in upload of Resident Data Packets or not uploading the data packets. The SI must appraise itself and ensure compliance with the latest versions of policy/ process/ technology requirements and guidelines issued by UIDAI from time to time.
- 6.1.19 At the Enrollment Centre the SI has to display the RATE CHART, Contact information and any other information as instructed by Purchaser/UIDAI from time to time.

## **6.2 Requirement of Manpower at EC**

- 6.2.1 The manpower shall be deployed by SI for executing operations, management and maintenance of EC as per terms specified in this RFP.
- 6.2.2 SP shall ensure that there is at least one operator/supervisor for each counter at EC.
- 6.2.3 For Hiring and Training of Manpower, the bidders shall refer the latest UIDAI guidelines viz; Operator roles and responsibilities – for Operator hiring, Supervisor roles and responsibilities - for Supervisor hiring, Capability Building Framework – for training of SI personnel.
- 6.2.4 The deployed operator, shall have obtained “Operator Certificate” from a Testing and Certification Agency appointed by UIDAI. Similarly, the supervisor shall have obtained “Supervisor Certificate” from a Testing and Certification Agency appointed by UIDAI.
- 6.2.5 Similarly, the verifier & screener deployed at EC / ES shall be as per the latest UIDAI guidelines.
- 6.2.6 SI shall ensure that the minimum manpower requirements are fulfilled as per Annexure XV.
- 6.2.7 Preference shall be given for deployment of Supervisory operator at each EC.
- 6.2.8 Bidder shall be solely responsible for payment of wages or any other remuneration or compensation or claims or expenses of whatsoever nature including all statutory dues of its employees on regular basis.
- 6.2.9 Availability of Operator in the EC during the designated hours for the general public should be ensured by the bidder.

### **6.2.10 Manpower On-boarding Process:**

- 6.2.10.1 The SI shall ensure that all the manpower deployed for EC undergo training for basic



etiquettes and communication skills for customer interaction.

- 6.2.10.2 A certificate training program need to be given to each of the Operator/Verifier/Screeener/IT personnel to undergo training on Aadhaar Act, Data Security, Data Privacy etc.
- 6.2.10.3 The SI shall ensure to submit all documentations of training with OCAC before on-boarding manpower at EC.
- 6.2.10.4 The SI shall ensure to have pool of manpower in case of replacement of existing manpower.
- 6.2.11 **Timely wage/fee to the operator and supervisors:** The System Integrators must ensure timely wages to the operators and supervisors as per the discovered rate in the commercial bid, subject to provisions of all extant laws including minimum wage rules of Odisha, EPF, ESI, statutory payments, leave, labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Service Provider shall abide by these laws. The payment to the manpower's shall be made as per the discovered rate in the commercial bid.

### 6.3 Resident Enrolment / Update Process

- 6.3.1 Enrolment/ Update Process begins when a resident approaches an EC for enrolment / Update.
- 6.3.2 The SI Provider to make available Enrolment/ Update form prescribed by UIDAI / OCAC for resident coming for Enrolment/ Updation.
- 6.3.3 Resident will fill up the form as per the instructions provided in the form. If the Resident is unable to fill the form himself / herself, he/she may take assistance from local support from the helpdesk / operator / supervisor / verifier / screener.
- 6.3.4 The process of operation of EC shall be as per below guidelines:
- 6.3.4.1 Residents shall move to Screeners for pre-verification.
- 6.3.4.2 After pre-verification done by the Screener, residents shall move to Verifier for verification of the documents carried/submitted by the resident as prescribed by UIDAI / OCAC in Enrolment / Update form for the purpose.

6.3.4.3 Verifier to verify the details filled in Enrolment / Update form with the originals and put a signature.

6.3.4.4 Resident shall then move to workstation for enrolment/update.

#### 6.4 Other Requirements

6.4.1 UIDAI has issued 4,40,37,981 Aadhaar against estimated population of 4,58,61,035 in Odisha. Assuming that every person will require at least one update (address or facial photograph or Name or mobile) once in 5 years total requirement of update per year will be about 91,72,207. In addition, about 8,60,000 children will be born every year and other 17,20,000 children shall be attaining the age of 5 and 15 years each and will require to update their biometric. Hence every year requirement of update will be 1,17,52,207. Considering 240 working days in a year, per day update requirement comes to about 48,968.

6.4.2 OCAC will be providing UIDAI recommended kits to all selected SIs upon deposit of required "Enrolment Infrastructure Security Fee" to OCAC. Each SIs has to deploy a minimum 40 new kits supplied by OCAC for enrolment. However, the SI shall make provisions of necessary IT / Non-IT infrastructure adaptations as per the guidelines framed by UIDAI from time to time, if required.

6.4.3 OCAC expect at least 18 Aadhaar Enrolments/Updates per day per kit of an EC targeting 15% of the total enrolment requirement. So the minimum monthly target for a kit shall be 360 enrolments.

Expected Monthly Enrolments / Kit	"Successful new Aadhaar and/or "Successful Mandatory biometric update"	"All other enrolments"
360	79	281

A tentative revenue generated in above scenario is as mentioned below:

Description	Requirement of total updates / month	Update / month (78% of total updates)	New Born Enrolment & MBE / month (22% of total updates)
In figure	359	280	79
Estimated Revenue	₹21,900	₹14,000	₹7,900
SI's Revenue	₹16,760	₹2,800	₹3,160

The following modalities shall be followed in case of surplus or shortfall in target enrolment:

\* Calculation will be done on a monthly basis but reconciliation to be made on a quarterly basis.

- 6.4.3.1 In case of any shortfall, OCAC will provide the operators salary subject to a minimum 280 enrolments by SI on a Monthly basis. The cost to be paid will be as per the discovered rates submitted by the Service Provider. Payment of shortfall will start from the next quarter of business commencement.
- 6.4.3.2 In case surplus revenue is generated, the SI will be allowed to retain the surplus amount (Registrar administrative charges- ₹5000/- per kit per month) in Aadhaar Enrolments/updates on a Monthly basis. The cost will be as per the discovered rates submitted by the Service Provider.
- 6.4.4 The selected Bidders shall be required to submit an original demand draft of **₹20,00,000/- for 40 Aadhaar Kits @ ₹50,000/- per kit** in favor of “Odisha Computer Application Centre” payable at Bhubaneswar. Upon submission each SI will be allowed to do not more than 45,044 enrolments in 40kits. This amount shall be reconciled at the end of every quarter after generation of UIDAI sanction order & reconciliation report. However, after 30,000 enrolments, the selected SIs must deposit the fee again with same terms and conditions to continue working as SI. The enrolment count will be reported based on the no of packets uploaded in the UIDAI server / station sync report of the UIDAI till final reconciliation.
- 6.4.5 The selected SIs may also be requested to work with any other State Registrar (SR) of Odisha i.e;**
- **Case-I:** *State Registrar “OPEPA/W & CD Department” other than OCAC with Kits provided by OCAC.*
  - **Case-II:** *State Registrar “OPEPA/W & CD Department” other than OCAC with Kits provided by “OSEPA/W & CD Department”.*
- 6.4.6 The SI shall be responsible for all travel, lodging cost during enrolments in the camp mode/mobile centers. The same is also applicable for enrolments under all other State Registrars (OPEPA & WCD).

## 6.5 Geographical Scope

6.5.1 The number of Enrolments Centers is proposed to be setup will be as per Annexure-XV.

## 7. Service Level Agreement

Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of services which shall be provided by the Service Providers to OCAC for the duration of this contract. All the penalties shall be calculated on pro-rata basis.

### SLA for Establishment of Enrolment Centre (EC)

SL#	Description	Parameter	Penalty
1.	Establishment of Centre – as mentioned in the Annexure XV / 6.5 Geographical Scope	Within 15 Days from signing contract.	₹10,000/- per day per EC
2.	Penalty for Process Violation, data quality and Delay in upload of enrolment packet to UIDAI.	As per policy framed, issued and modified by UIDAI from time to time. Any change in policy made subsequent to signing of the contracts shall also be applicable automatically.	As per policy framed, issued and modified by UIDAI from time to time. Any change in policy made subsequent to signing of the contracts shall also be applicable automatically.
3	Submission of MIS	Every delay during the project period (the purchaser reserves the right to modify the method and periodicity of MIS during contract period)	₹5000 per schedule

## **8. General and Special Conditions of Contract**

### **8.1 General Conditions of Contract**

#### **8.1.1 Definitions**

As mentioned in Section-II – Part-I at Clause No. 3.1

#### **8.1.2 Relationship Between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Service Provider. The Service Provider, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them hereunder.

#### **8.1.3 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India in the High Court at Cuttack having jurisdiction. Suits, if any arising out of the contract/agreement shall be filed by either party in a court of Law to which the Jurisdiction of the High Court of Odisha extends.

#### **8.1.4 Language**

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **8.1.5 Notices**

8.1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

8.1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

#### **8.1.6 Location**

The Services shall be performed at such locations, as the Purchaser may approve.

### **8.1.7 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by the officials specified in the SC.

### **8.1.8 Taxes and Duties**

As mentioned in Section-II – Part-I – Section 3.12

### **8.1.9 Fraud and Corruption**

It is the Purchaser's policy to require that the Purchaser as well as SIs observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Purchaser defines, for the purpose of this provision, the terms set forth below as follows:

#### **8.4.1.1 Definitions**

- 8.4.1.1.1 "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;
- 8.4.1.1.2 "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non- competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- 8.4.1.1.3 "Collusive practices" means a scheme or arrangement between two Or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
- 8.4.1.1.4 "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;

**8.4.1.2 Measures to be taken by the Purchaser**

- 8.4.1.2.1 The Purchaser may terminate the contract if it determines at any time that representatives of the SI were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the SI having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;
- 8.4.1.2.2 The Purchaser may also sanction against the SI, including declaring the SI ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the SI has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.

**8.1.10 Commissions and Fees**

Purchaser will require the successful SI 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.

**8.1.11 Interpretation**

In this Contract unless a contrary intention is evident:

- 8.4.1.3 the clause headings are for convenient reference only and do not form part of this Contract;
- 8.4.1.4 unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;
- 8.4.1.5 unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- 8.4.1.6 a word in the singular includes the plural and a word in the plural includes the singular;
- 8.4.1.7 a word importing a gender includes any other gender;
- 8.4.1.8 a reference to a person includes a partnership and a body corporate;



- 8.4.1.9 reference to legislation includes legislation repealing, replacing or amending that legislation;
- 8.4.1.10 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;
- 8.4.1.11 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.

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

### **8.2.1 Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by either Parties or such other later date as may be stated in the SC. The date, the Contract comes into effect is defined as the Effective Date.

### **8.2.2 Termination of Contract for failure to become effective**

- 8.2.2.1 If the selected SI is unable to commence the service within the specified period, as per the scope of work of RFP, OCAC may declare this Contract null and void and in the event of such a declaration, the Performance Bank Guarantee is liable to be forfeited by OCAC.
- 8.2.2.2 Notwithstanding the duration of the contract stated in GC 8.2.4, the OCAC, without prejudice or liability, reserves the right to terminate the contract.

### **8.2.3 Commencement of Services**

The SI shall begin carrying out the Services as per the implementation plan specified in Table in SC.

### **8.2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 8.2.2 hereof, this Contract shall expire at the end of such time period, after the Effective Date, as specified in the SC. The contract may be extended by two periods of one year each, subject to satisfactory performance and on such terms and conditions as may be specified by the Purchaser.

### **8.2.5 Entire Agreement**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

## **8.2.6 Modifications or Variations**

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. For any modification or variation, firstly written consent of the Purchaser is required.

## **8.2.7 Force Majeure**

### **8.7.1.1 Definition**

8.7.1.1.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

8.7.1.2 Force Majeure shall not include:

8.7.1.2.1 any event which is caused by the negligence or intentional action of a Party or agents or employees, nor,

8.7.1.2.2 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.

8.7.1.3 Force Majeure shall not include insufficiency of funds or inability to make any payment

required hereunder.

### **8.2.8 No Breach of Contract**

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

8.1.1.1 as taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and

8.1.1.2 has informed the other Party as soon as possible about the occurrence of such an event.

### **8.2.9 Measures to be Taken**

8.2.9.1 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.

8.2.9.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

8.2.9.3 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.

8.2.9.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the SI, upon instructions by the Purchaser, shall either:

mobilize, or

Continue with the Services to the extent possible, in which case the SI shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

8.2.9.5 In the case of disagreement between the Parties as to the existence or extent of Force

Majeure, the matter shall be settled according to Clause GC 8.4.7.

## 8.2.10 Suspension

The Purchaser may, by written notice of suspension to the SI, suspend all payments to the SI hereunder if the SI 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 SI to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the SI of such notice of suspension. The suspension of payment will be applicable in cases where the penalties calculated by the purchaser exceed the PBG amount

## 8.2.11 Termination

### 8.9.1.1 By the Purchaser

The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (n) of this Clause GC 8.9.1.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days" written notice of termination to the SI:

- 8.9.1.1.1 If the SI does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.
- 8.9.1.1.2 If the SI, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 8.9.1.1.3 If, as the result of Force Majeure, the SI are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- 8.9.1.1.4 If the SI submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.
- 8.9.1.1.5 If the SI places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.
- 8.9.1.1.6 If the SI fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons

for which shall be recorded in writing. OCAC may decide to give one chance to the Service Provider to improve the quality of the services.

- 8.9.1.1.7 If the SI has been blacklisted by the UIDAI / OCAC or disqualified for any reason.
- 8.9.1.1.8 If the SI fails to fulfill its obligations under Clause G.C 8.3.3 hereof.
- 8.9.1.1.9 If the SI fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8.4.7 hereof.
- 8.9.1.1.10 In the event of Service Provider is found:
- 8.9.1.1.11 Sub-contracting of work/services without the prior written approval of OCAC.
- 8.9.1.1.12 Provided incorrect information to OCAC.
- 8.9.1.1.13 Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office / OCAC or auditing agencies appointed for the purpose.
- 8.9.1.1.14 If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 8.9.1.1.15 In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 8.2.11, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the SI shall be liable to the Purchaser for any additional costs for such similar services. However, the SI shall continue performance of the Contract to the extent not terminated.
- 8.9.1.1.16 If the SI is found to have committed acts leading to breach of privacy, or not implemented the appropriate controls required for proper security of data.
- 8.9.1.1.17 If the SI discloses any confidential information provided during its engagement with OCAC, OCAC may terminate this Contract, forthwith. Upon termination of the Services under this Clause, OCAC shall not be held liable for any kind of loss incurred to the loss incurred to the other party.

#### **8.9.1.2 By the SI**

The SI may terminate this Contract, by giving not less than thirty (30) days" written notice

to the Purchaser, (such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 8.9.1.2):

- 8.9.1.2.1 If the Purchaser fails to pay any money due to the SI pursuant to this Contract and not subject to dispute pursuant to Clause GC 8.4.7 hereof within forty-five (45) days after receiving written notice from the SI that such payment is overdue.
- 8.9.1.2.2 If, as the result of Force Majeure, the SI is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- 8.9.1.2.3 If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8.4.7 hereof.
- 8.9.1.2.4 If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the SI may have subsequently approved in writing) following the receipt by the Purchaser of the SIs notice specifying such breach.

### **8.9.1.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GC 8.2.2 or GC 8.2.11 hereof, or upon expiration of this Contract pursuant to Clause GC 8.2.12 hereof, all rights and obligations of the Parties hereunder shall cease, except:

- 8.9.1.3.1 such rights and obligations as may have accrued on the date of termination or expiration;
- 8.9.1.3.2 the obligation of confidentiality set forth in Clause 8.4 hereof;
- 8.9.1.3.3 the SIs obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 8.3.6 hereof; and
- 8.9.1.3.4 any right which a Party may have under the Law.

### **8.9.1.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 8.9.1.1 or GC 8.9.1.2 hereof, the SI 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 SI and equipment and materials furnished by the Purchaser, the SI shall proceed as provided, respectively, by Clauses GC 8.3.9 or GC 8.3.10 hereof.

#### **8.9.1.5 Payment upon Termination**

Upon termination of this Contract pursuant to GC 8.9.1.1 or GC 8.9.1.2 , the Purchaser shall make the following payments to the SI:

- 8.9.1.5.1 If the Contract is terminated pursuant to Clause GC 8.9.1.1 and the sub clauses or 8.9.1.2, remuneration pursuant to Clause GC 8.4.4 hereof for Services satisfactorily performed prior to the effective date of termination;
- 8.9.1.5.2 If the agreement is terminated pursuant of Clause GC 8.9.1.1 and the sub clauses (except 8.9.1.1.7) the SI shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 8.4.8 of this agreement. The SI will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.

\*Upon termination of this Contract pursuant to Clauses GC 8.9.1.1 or GC 8.9.1.2, the SI shall make the payments as applicable to the Purchaser.

#### **8.9.1.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in GC 8.9.1.1 or GC 8.9.1.2 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8.4.7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

#### **8.2.12 Extension of Contract**

The contract may be extended by two years, subject to satisfactory performance. The

extension shall be at the discretion of OCAC.

### **8.3 Obligations of the SI**

#### **8.3.1.1 Standard of Performance**

The SI shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The SI shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties. The SI shall implement procedures and controls to safeguard the privacy and security of data at all times.

#### **8.3.2 SI Not to Benefit from Commissions, Discounts, etc.**

The payment of the SI pursuant to Clause GC 8.4.3 shall constitute the SI only payment in connection with this Contract or the Services, and the SI 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 SI shall use their best efforts to ensure that the Personnel and agents or either of them similarly shall not receive any such additional payment.

#### **8.3.3 Prohibition of Conflicting Activities**

The SI 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.

8.3.1.1 The SI shall keep safe, secure and confidential and protect from unauthorized access, loss or damage all documents, data and information of any nature provided to the SI for the discharge of services.

8.3.1.2 The SI shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from UIDAI/OCAC, other than required for discharge of services.



8.3.1.3 The SI shall not give access to the information or data collected and received from UIDAI/OCAC in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorize personnel and only used in the manner prescribed by the UIDAI.

#### **8.3.4 General Confidentiality**

Except with the prior written consent of the Purchaser, the SI and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from UIDAI in the course of the Services, nor shall the SI and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

#### **8.3.5 Insurance to be Taken Out by the SI**

The SI

8.3.5.1 shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the SC; and

8.3.5.2 At the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.

#### **8.3.6 Accounting, Inspection and Auditing**

8.3.6.1 The SI,

8.3.6.1.1 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

8.3.6.1.2 shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be.

8.3.6.2 The Purchaser shall have the right to carry out inspection checks, audits of the SIs premises and/ or locations, facilities, or point of delivery of services performed under this contract.

8.3.6.3 The Purchaser shall have the right to carry out scheduled/ un- scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the SI.

8.3.6.4 Audit may be carried out by the purchaser, State Govt officials, UIDAI officials or its designated representative.

### **8.3.7 Sub-contracting**

The SI shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval.

### **8.3.8 Reporting Obligations**

The SI shall submit to the Purchaser the reports and documents specified in RFP, in the form, in the numbers and within the time periods set forth in the said Appendix.

### **8.3.9 Rights of Use**

All rights of use of any process, product, service, or data developed, generated, or collected, received from UIDAI / OCAC or any other task performed by the SI under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the SI shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.

### **8.3.10 Safety & Security of Data, Premises, Location/ site**

8.3.10.1 The Data, information, documents provided by the Purchaser to the SI is the property of the Purchaser. The SI shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.

8.3.10.2 The SI shall not use the information, the name or the logo of the Purchaser and/or Government of India except for the purposes of providing the services as specified under this contract.

8.3.10.3 The SI shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are

proprietary to or owned by the Purchaser, without prior written permission from the Purchaser.

- 8.3.10.4 The SI shall follow the Security Guidelines issued by UIDAI.
- 8.3.10.5 The SI would be governed by the provisions of the Law of the Land, including but not limited to the IT Act 2000, the Aadhaar Act- 2016, Aadhaar Regulations 2016, and other relevant Acts and amendments thereof.
- 8.3.10.6 The Purchaser reserves the right to carry out third party Audits of the SI to ensure compliance of stated and implicit requirements.

### **8.3.11 Equipment & Materials Provided by the SI**

Equipment or materials provided by the SI and the Personnel and used either for the Project or personal use shall remain the property of the SI or the Personnel concerned, as applicable. However, equipment or materials bought/provided by the Purchaser for the use of SI shall remain the property of Purchaser. Upon termination or expiration of this Contract, the SI shall handover the equipment & materials belonging to the Purchaser.

### **8.3.12 Intellectual Property**

- 8.5.1.1 The intellectual property rights to all the software, source codes, outputs, deliverables, data, and reports developed during the execution of this Contract shall remain sole property of the Purchaser.
- 8.5.1.2 Each Party will retain its right, title and interest in its respective trademarks, service marks and trade names as well as rights in respect of any patent, copyright, trade secrets or other intellectual property used during the performance of this Agreement. Both Parties recognize that except as otherwise expressly provided herein or agreed between the Parties, they shall have no right, title, interest or claim over the others' intellectual property.

### **8.3.13 Integrity Pact**

Bidders are required to submit in original the integrity pact duly signed and witnessed as per Appendix XIV along EMD and Bid Document fees. This will be signed by the authorized signatory of the bidder with name, designation and seal of the company. Bidders who do not sign the pact shall be disqualified from participation in the Bid process

Name, address and contact Number of the Independent External Monitor nominated for this

tender will be intimated later.

### **8.3.14 Non-Disclosure Agreement**

The SI will furnish an undertaking in form of NDA that the SI and its Personnel bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which shall not be disclosed in any manner. NDA format has been attached as Annexure XVI

### **8.3.15 System Integrator's Personnel**

#### **8.3.15.1 General**

The SI shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

#### **8.3.15.2 Single Point of Contact**

The SI shall ensure that always during the SIs performance of the Services, an individual acceptable to the Purchaser, shall take charge of the performance of such Services. The individual shall act as a single point of Contact.

## **8.4 Obligations of the Purchaser**

### **8.4.1.1 Assistance and exemptions**

Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall:

8.4.1.2 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.

8.4.1.3 Provide to the SI and Personnel any such other assistance as may be specified in the SC.

### **8.4.2 Change in the applicable Law Related to Taxes and Duties**

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 SI for providing the services i.e. service

tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the SI in performing the services, then the remuneration and reimbursable expenses payable to SI under this contract shall be increased or decreased accordingly by agreement between the parties hereto, and corresponding adjustment shall be made to the ceiling amount specified in GC Clause 8.4.3.

### **8.4.3 Payment**

In consideration of the Services performed by SI under this Contract, the Purchaser shall make to the SI such payments and in such manner as is provided by Clause GC 8.4.3 of this Contract.

#### **8.4.3.1 Payment to SI for Services**

8.4.3.1.1 The SI shall be paid, as per the “discovered rate” for carrying out/delivery of services as enumerated in Section-III.

8.4.3.1.2 The amount payable shall be finalized after taking into account the Penalties and deductions as defined in Scope of work, if any applicable.

8.4.3.1.3 The Purchaser shall make the payment within 30 days of receiving the invoice (complete in all aspects) from the SI.

8.4.3.1.4 All Calculation will be done on a monthly basis but reconciliation to be made on a quarterly basis.

8.4.3.1.5 In case of enrolments under other State Registrar, payment will be made by the concerned registrar as per clause 6.1.1, 6.1.2, 6.1.3, 6.1.4.

#### **8.4.3.2 Currency of Payment**

All payments shall be made in Indian Rupees.

### **8.4.4 Terms of Payment**

The payments in respect of the Services shall be made as follows:

8.4.4.1 The SI shall submit the invoice for payment when the payment is due as per the agreed terms on “Quarterly basis”.

- 8.4.4.2 The SI shall provide all documents related to performance during the month period that would be required to compute price and penalties.
- 8.4.4.3 In case of any critical UIDAI/OCAC Audit finding, UIDAI/OCAC shall have right to withhold 15% of the quarterly applicable payment till such time the Agency rectifies the issue and informs the same to UIDAI/OCAC. OCAC shall release the withheld payment with the next payment, after rectification of the issue.
- 8.4.4.4 In the event of any wrong payment to SI, the difference shall be adjusted in the subsequent payments.
- 8.4.4.5 All payments under this Contract shall be made to the accounts of the SI specified in the SC.
- 8.4.4.6 The maximum penalty applicable for any month shall be capped at 10% of the applicable fees.
- 8.4.4.7 In case of early termination of the contract, the payment shall be made to the SI as mentioned here with:
- 8.4.4.8 Assessment would be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The SI shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the specified rate/s and applicable SLAs.
- 8.4.4.9 Payment shall be made after taking into account the Penalties and deductions as defined in Scope of work, if any applicable

#### **8.4.5 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.

#### **8.4.6 Operation of 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 failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC 8.4.7 hereof.

## **8.4.7 Settlement of Disputes**

### **8.4.7.1 Amicable Settlement**

Performance of the contract shall be governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.4.7.2 shall become applicable.

### **8.4.7.2 Arbitration**

8.4.7.2.1 In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the SI, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of Sole arbitrator, to be appointed by the Purchaser.

8.4.7.2.2 Arbitration proceedings shall be held in High Court at Cuttack and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4.7.2.3 The decision of the sole arbitrator shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrator shall be shared equally by the Purchaser and the SI. 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.

## **8.4.8 Liquidated Damages**

The LD will be calculated on the basis of the total contract value calculated at the beginning of agreement

with each Service Provider as per the SLA mentioned in this RFP. The amount of liquidated damages for services under this Contract shall not exceed the Contract Price. The SI is liable to the Purchaser for payment of penalty as specified in the SLA.

#### **8.4.9 Adherence to Rules, Regulations & Restrictions**

##### **8.4.9.1 Adherence to Procedures**

**8.4.9.1.1** The SI shall comply with the provisions of all laws including minimum wage rules of respective states/center, if any, statutory payments, leave, labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the SI shall abide by these laws.

8.4.9.2 Access to the sites and Purchaser's other related locations shall be restricted to only essential personnel belonging to the SI who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Purchaser. The SI shall maintain a log of all activities and attendance carried out by each of its personnel.

8.4.9.3 The SI shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The SI shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.

8.4.9.4 The SI shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including The Aadhaar Act, 2016, Aadhaar Regulations 2016 and Information Technology Act, 2000 (and amendments thereof). The SI 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. If SI contravenes any provisions of Aadhaar Act, 2016 and the Regulations framed there under, as applicable to the services rendered under the contract, SI shall be liable to applicable penal provisions prescribed therein.

8.4.9.5 The SI shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.

#### **8.4.10 Limitation of Liability**



Except in case of gross negligence or willful misconduct:

- 8.4.10.1 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 SI to pay liquidated damages to the Purchaser; and Confidentiality obligations; and
- 8.4.10.2 The aggregate liability of the SI to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the SI to indemnify the Purchaser with respect to patent infringement.
- 8.4.10.3 The Purchaser shall not be liable to the SI in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per section 8.2.2 of GC of this contract.

#### **8.4.11 Miscellaneous Provisions**

- 8.4.11.1 Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 8.4.11.2 The SI shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- 8.4.11.3 The SI shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- 8.4.11.4 The SI shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the SI. The total amount of such compensation or damages to be paid under this condition shall not exceed 20% of the estimated tender value of work at the time of signing of the contract.
- 8.4.11.5 The SI shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the SI, in respect of wages, salaries, remuneration, compensation or the like.
- 8.4.11.6 All claims regarding indemnity shall survive the termination or expiry of the Contract.
- 8.4.11.7 All materials provided to the Purchaser by bidder are subject to Country and Odisha State

public disclosure laws such as RTI etc.

- 8.4.11.8 The SI 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 Purchaser.

## 8.5 Special Conditions of Contract

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

GC	Amendments of & Supplements to the Clauses in the General Conditions of Contract
8.1.5	<p>The addresses are:</p> <p><u>Purchaser</u></p> <p>Odisha Computer Application Center N-1-D-7, Acharya Vihar Square Bhubaneswar- 751013 Odisha Ph : 0674- 2567280 E-mail: <a href="mailto:gm_ocac@odisha.gov.in">gm_ocac@odisha.gov.in</a></p> <p>Service Provider:</p> <p>Attention:___Facsimile:___E-mail:_____</p>
8.1.7	<p>The Authorized Representatives are:</p> <p>For the Purchaser: General Manager(Admin), OCAC For the Service Provider:_____</p>
8.2.1	The effective date of the Contract: Date of signing of the contract.
8.2.3	Implementation Plan
8.2.4	The time period shall be: 3 years (36 months) from the date of issue of work order or signing of the contract whichever is earlier.
8.3.5	Insurance to be Taken Out by the SI
8.4.3.2	The amount is in INR
8.4.4	General terms and conditions of Payment Schedule.
8.4.7	The Arbitration proceedings shall take place in Jurisdictions of Odisha High Court

## SECTION-V Annexures and Appendices

### Annexure I - Prequalification Check List

Sl. No.	Basic Requirement	Specific Requirements	Documents Required	Compliance (Yes/No)	Reference Pg#
01	Legal Entity	<p>i. The bidder should be a Company registered under the Companies Act, 1956 / Partnership Act/Limited Liability Partnership Act since last 5 years.</p> <p>ii. The company registered with Valid GST No and having PAN &amp; IT Return up to 31<sup>st</sup> March 2019.</p> <p><b>Note:</b> - In case of no Registered Office in Odisha, self-certification stating that the awarded bidder shall have their office registered in Odisha within 30 days from the award of the contract.</p>	<p>– Registration Certificate</p> <p>– GST Registration Certificates, PAN copy &amp; other necessary supporting documents</p>	–	–
02	Average Annual Turnover	Annual average Turnover during last three financial years i.e, 2016-17, 2017-18, 2018-19 (as per the last published Balance sheets), should be Minimum of <b>Rs. 2</b>	Extracts from the audited Balance sheet and Profit & Loss;		

RFP FOR ENGAGEMENT OF SI FOR AADHAAR ENROLMENT IN ODISHA

		<b>Crores.</b>	OR  Certificate from the statutory auditor		
03	Net Worth	The net worth of the bidder in the last three financial years, i.e. 2016-17, 2017-18, 2018-19 should be positive.	CA Certificate with CA's Registration Number and Seal, indicating net worth of the firm		
04	Presence in Odisha	The bidder should have presence in Odisha. The bidder should have UIDAI certified technical manpower with experience to provide service on Aadhaar related activities in the districts throughout Odisha.	A Self Certified letter by an authorized signatory		
05	Relevant Experience	The bidder should have prior experience as an Enrolment Agency of UIDAI and must have generated at least 50 Lakhs Aadhaar successfully throughout India and at least 3 lakhs Aadhaar generation in Odisha.	Relevant proof must be submitted		

06	Blacklisting	The bidder must not have been blacklisted by any Department of Government of Odisha or Government of India. The bidder must also disclose full details of any blacklisting by Central or State PSUs/ Undertakings/ Autonomous Organizations or under a declaration of ineligibility for corrupt or fraudulent practices in last two years 'as on' 31/01/2019.	A Self Certified letter by an authorized signatory.		
07	Performance	The Bidder must not have any record of poor performance, abandoned work, having inordinately delayed completion and having faced Commercial failures etc. for any State Government or Government of India Organization / Department during last 5 years as on 31/01/2019.	A Self Certified letter		
08	Fees	i. The Bidder must have submitted <b>₹10,000/- (Rupees Five thousand only)</b> + 12% GST towards the cost of the Tender Document.	Demand Draft		

		ii. The Bidder must have furnished the EMD of “₹10,00,000/- (Rupees Ten Lakh only) @ ₹1,00,000/- per District”	Demand Draft		
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### II Information about the Company

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

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

S. No.	Name of Bidder	Turnover of the Company				Net Worth of Company as on 31st March, 2019
		FY 2016-17	FY 2017- 18	FY 2018- 19	Average of last three FYs	

## Annexure II - Past Experience in Similar Projects

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



## Annexure III - Proposal Cover Letter

To,

The General Manager (Admn)  
Odisha Computer Application Centre  
Plot No. - N-1/7-D, Acharya Vihar  
P.O.- RRL, Bhubaneswar - 751013  
EPBX: 0674-2567280/2567064/2567295  
Fax: +91-0674-2567842

Subject: Submission of the bid against RFP No. OCAC-NEGP-RES-0001-2019-19042

Dear Sir/Madam,

We, the undersigned, hereby submit our Proposal against your Request for Proposal floated vide RFP Ref: OCAC-NEGP-RES-0001-2019-19042 in a sealed envelope.

We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

I have carefully and thoroughly gone through the Terms & Conditions contained in the RFP Document and declare that all the provisions as well as terms and conditions including scope of work of this RFP are acceptable to my company.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment as instructed.

We agree to abide by all the provisions, scope of work and terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

## Annexure IV - Commercial Proposal Cover Letter

(To be submitted on the Letter head of the bidder in **Separate Envelope** )

To,

The General Manager(Admin)  
Odisha Computer Application Centre  
N-1/7-D, Acharya Vihar Square,  
PO : RRL, Bhubaneswar - 751002  
Phone : 0674-2567280/ 2567064/ 2567295  
Fax :0674-2567842  
e-Mail: gm\_ocac@ocac.in

RFP Reference No. OCAC-OCAC-NEGP-RES-0001-2019-19042

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notification OCAC-NEGP-RES-0001-2019-19042 for engagement of SI for Aadhaar Enrolment, in full conformity with the said RFP document.
2. We, the undersigned, offer to provide services to OCAC for carrying out the enrolment functions for the Aadhaar enrolment/updation/other Aadhaar related services to residents of Odisha in accordance with your RFP.
3. We have read the provisions and all the terms and conditions including scope of work of the RFP document and confirm that these are acceptable to us. Hence, we are hereby submitting our Financial Bid.
4. We agree to abide by this RFP, consisting of this letter, financial bid and all attachments, for a period of 180 days from the closing date fixed for submission of bid as stipulated in the RFP document.
5. We hereby declare that we are interested in participating in the following Schedules (Districts and Block/ULBs) and have submitted the financial bids these Schedules (Districts and Block/ULB) specified below:

Name of the district –

Name of Block/ULBs –

(List of District Wise Blocks/ULBs mentioned at Annexure-XV)

6. 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.
7. We hereby declare that we have not been blacklisted by any Central/ State/ UT Government.
8. We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government.
9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
10. 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”.
11. We understand that the OCAC is not bound to accept any bid received in response to this RFP.
12. In case we are engaged by the OCAC as an SI, we shall provide any assistance/cooperation required by OCAC, UIDAI appointed auditing agencies/ UIDAI officials for performing their auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
13. In case we are engaged as an SI, we agree to abide by all the terms & conditions of the Contract that will be issued by OCAC
14. The financial bid includes all costs as per the Scope of Work mentioned in the tender document.

Our correspondence details with regard to this RFP are:

No.	Information	Details
	Name of the Contact Person	
	Address of the Contact Person	

RFP FOR ENGAGEMENT OF SI FOR AADHAAR ENROLMENT IN ODISHA

	Name, designation and contact address of the person to whom all references shall be made regarding this RFP	
	Telephone number of the Contact Person	
	Mobile number of the Contact Person	
	Fax number of the Contact Person	
	Email ID of the Contact Person	
	Corporate website URL	

We remain,

Yours sincerely,

Authorized Signature [In full and initials] with seal:

Name and Title of Signatory:

Name of Firm:

Address:

**Form 5 - Commercial Proposal Format****A) Commercial Quote as per scope of work**

<b>Commercial Bid</b>				
<b>SL#</b>	<b>Description</b>	<b>Quoted Price excluding Tax</b>	<b>GST@ 18%</b>	<b>Price inclusive of GST</b>
<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E (C+D)</b>
1	"All other enrolment"			
2	"Successful new Aadhaar Generation" and/or "Successful Mandatory biometric update"			
3	Monthly Operator / Supervisor Fee			
Grand Total				

A. Evaluation of commercial bid will be done on following manner:

- a. One "Successful new Aadhaar Generation" shall mean Aadhaar number being generated in CIDR against the "Enrolment ID" i.e; a 12-digit Aadhaar number is issued by UIDAI to the resident.
- b. One "Successful Mandatory biometric update" shall mean update being done in CIDR against the "Enrolment ID" or "Update Request Number" for a children/applicant completing 5/15 years of age.
- c. "All other enrolments" means the "Update Requests" made for any updation in the Aadhaar apart from what stated above in Clause: a and b above i.e; all demographic updates such as resident's name, address, mobile number etc. and / or biometric updates made by a resident at the enrolment centre. The status of enrolment in CIDR will not be taken into consideration in this case.

B. Bidders are required to consider following conditions before quoting the bidding price:

**B1 OCAC / EA's Administrative Cost for an enrolment will be:**

- a. 60% of cost/fee to be received from UIDAI against "Successful new Aadhaar Generation" and "Successful Mandatory biometric update".
- b. 80% of cost/fee to be collected from residents for "All other enrolments".

**B2** Hence, the rate to be quoted by the bidders should be such that the cost inclusive of taxes should not exceed the following **limit** of the cost/fee:

- a. 40% of cost/fee to be received from UIDAI against "Successful new Aadhaar Generation" and "Successful Mandatory biometric update".
- b. 20% of cost/fee to be collected from residents for "All other enrolments".

**B3** : In case, the quoted cost inclusive of taxes exceeds the limit, OCAC reserves the right either to reject the bid or to ceil the cost as per the following:

- a. 60% of cost/fee to be received from UIDAI against "Successful new Aadhaar Generation" and "Successful Mandatory biometric update".
- b. 80% of cost/fee to be collected from residents for "All other enrolments".

**B4** : In case of revision, "**UIDAI revises the enrolment rates**" or "**Govt. revises the tax rates**" during the period of contract, the rates finalized in the tendering process will be **increased/decreased proportionately as per the following:**

- a. 60% of cost/fee to be received from UIDAI against "Successful new Aadhaar Generation" and "Successful Mandatory biometric update".
- b. 80% of cost/fee to be collected from residents for "All other enrolments".

C. The target w.r.t enrolment / day / kit would be finalized as per the quoted cost of "Operator Salary".  
(enrolment / day / kit = "operator salary" / EA's administrative cost in updates / 20-working days in a month)

D. The bidder with lowest bid (Grand Total of Form 5 - Commercial Proposal Format) will be considered as L1 bid and all others also declared as L2, L3....

E. The lowest rate L1, received from a qualified bidder will be treated as the "Discovered Rate".

- F. Once the L1 bidder is identified, other bidder at L2, L3, L4..... will be given rights to match the L1 rate to receive an order for carrying out the services.
- G. In case, any bidder at L2, L3, L4..... is unable to match the rate quoted by L1, the option shall be passed to the next bidder, till one more successful bidder emerges, offering the service at the discovered rate.

Dated this                      Day of                      **2019**

(Signature)

(In the capacity of)

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

(Name and Address of Company)

Seal/Stamp of bidder



## Annexure VI - Acceptance of Terms and Condition of the RFP

(Company letter head)

To

The General Manager (Admin)  
Odisha Computer Application Centre  
(Technical Directorate of I.T. Dep't, Govt. of Odisha)  
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: RFP Reference No OCAC-NEGP-RES-0001-2019-19042

Sir,

I have carefully and thoroughly gone through the Terms & Conditions along with scope of work contained in the RFP Document [No. OCAC-NEGP-RES-0001-2019-19042 ] regarding "Engagement of SI for Aadhaar Enrolment".

I declare that all the provisions/clauses including scope of work of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

## Annexure VII- Self-Declaration: Not Blacklisted

(Company letter head)

To

The General Manager (Admin)  
Odisha Computer Application Centre  
(Technical Directorate of I.T. Dep't, Govt. of Odisha)  
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: RFP Reference No. OCAC-NEGP-RES-0001-2019-19042

Sir

In response to the RFP Reference No. OCAC-NEGP-RES-0001-2019-19042 for RFP titled "Engagement of SI for Aadhaar Enrolment", as an owner/ partner/ Director of (organisation name)\_\_\_\_\_ I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State/ Central government/ PSU.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

## Annexure VIII: Bidder's Authorization Certificate

(Company letter head)

To

The General Manager (Admin)  
Odisha Computer Application Centre  
(Technical Directorate of I.T. Dep't, Govt. of Odisha)  
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: RFP Reference No. OCAC-NEGP-RES-0001-2019-19042

Sir,

With reference to the RFP Reference No. OCAC-NEGP-RES-0001-2019-19042 , Ms./Mr. <Name>, <Designation> is hereby authorized to attend meetings & submit pre-qualification, technical & commercial information as may be required by you in the course of processing the above said Bid. S/he is also authorized to attend meetings & submit technical & commercial information as may be required by you in the course of processing above said application. Her/his contact mobile number is \_\_\_\_\_ and Email id is \_\_\_\_\_. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Signature

Verified Signature by

(Authorised Signatory)

Director/CEO

Seal:

Date:

Place:

Name of the Bidder:

## **Annexure IX- Undertaking on Pricing of items of Technical Response**

(Company letter head)

To

The General Manager (Admin)  
Odisha Computer Application Centre  
(Technical Directorate of I.T. Dep't, Govt. of Odisha)  
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: RFP Reference No. OCAC-NEGP-RES-0001-2019-19042

Sir,

I/We do hereby undertake that Commercial Proposal submitted by us (against RFP Reference No. OCAC-NEGP-RES-0001-2019-19042 ) is inclusive of all the items in the technical proposal and is inclusive of all the clarifications provided/may be provided by us on the technical proposal during the evaluation of the technical offer. We understand and agree that our Commercial Proposal is firm and final and that any clarifications sought by you and provided by us would not have any impact on the Commercial Proposal submitted by us.

Thanking you,

Signature

(Authorised Signatory)

Seal:

Date:

Place:

Name of the Bidder:

## Annexure X - Standard Contract Form

The GM(Admin), OCAC (herein after called the "Purchaser") which expression shall unless repugnant to the context thereof include his successors, administrator, heirs, assigns, of the one part, and \_\_\_\_\_ (name of authorized signatory) of \_\_\_\_\_ (name of the firm/company) (hereinafter called the "SI") which expression shall unless repugnant to the context thereof include his successors, administrator, heirs, assigns, of the other part.

are entering this AGREEMENT on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between

WHEREAS the Purchaser had invited bids for certain Services, viz., "RFP FOR ENGAGEMENT OF SYSTEM INTEGRATOR" vide their bid document number F.No. \_\_\_ dated \_\_\_.

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

AND WHEREAS the Purchaser has accepted a Bid by the SI for the supply of those Services in the sum of Rs. \_\_\_\_\_ per record inclusive of all related cost and taxes (hereinafter "the Contract Price").

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement and shall be applicable in precedence viz.:
  - a. RFP document and corrigendum/s released by OCAC

- b. Notification of Award as issued by OCAC
  - c. Proposal submitted by the Bidder
  - d. Performance Bank Guarantee Bond
  - e. NDA
3. The mutual rights and obligations of the Purchaser and the SI shall be as set forth in the Contract, in particular:
- a. the SI shall carry out the Services in accordance with the provisions of the Contract;  
and
  - b. The Purchaser shall make payments to the SI in accordance with the provisions of the Contract.
4. Term: The contract with Empaneled Agencies shall be applicable initially for a period of 3 (Three) Years from date of signing on contract. Subject to Satisfactory completion of work by the SI, the contract may be extended by two more years, on year to year basis as required by the Purchaser based on mutual agreement by the Parties.

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

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

*[Authorized Representative]*

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

*[Authorized Representative]*

## Annexure XI- Format for Bank Guarantee for Earnest Money Deposit

To

The General Manager (Admin)  
Odisha Computer Application Centre  
(Technical Directorate of I.T. Dep't, Govt. of Odisha)  
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: RFP Reference No. OCAC-NEGP-RES-0001-2019-19042

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP Reference No. OCAC-NEGP-RES-0001-2019-19042 for 3 Years (hereinafter called "the Bid") to OCAC

Know all Men by these presents that we <<Name of the Bidder>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

Withdraws his participation from the bid during the period of validity of bid document; or

Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand

the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

This Bank Guarantee shall be valid upto <<insert date>>)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:



## Annexure XII: Bank Guarantee for Performance Security

To

The General Manager (Admin)  
Odisha Computer Application Centre  
(Technical Directorate of I.T. Dep't, Govt. of Odisha)  
N-1/7-D, Acharya Vihar P.O. - RRL, Bhubaneswar - 751013

Sub: RFP Reference No. OCAC-NEGP-RES-0001-2019-19042

Whereas, <<name of the supplier and address>> (hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide services for Engagement of SI for Aadhaar.... for Five (5) Years (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the agreement that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the agreement;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of <<Cost of Service>> in (words) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the agreement and without cavil or argument, any sum or sums within the limits of <<Cost of Service>> (in Words) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the agreement

to be performed there under or of any of the agreement documents which may be made between you and the Bidder shall in any way release us from any liability under this

guarantee and we hereby waive notice of any such change, addition or modification. This Guarantee shall be valid until <<<insert date>>

Notwithstanding anything contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary i.e OCAC. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be entertained by the Bank.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

Our liability under this bank guarantee shall not exceed <<amount>> (Amt. in words).

This bank guarantee shall be valid up to <<insert date>>.

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

## Annexure XIII: UIDAI Information Security Guidelines for Third party (SI)

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

### I. Human Resources

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

SI;

- f) Be aware of the OCAC disciplinary process in the event of an information security breach.

## **II. Asset Management**

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

## **III. Access Control**

1. Only authorized individuals shall be provided access to information facilities processing UIDAI/OCAC information;
2. SI operators shall access all desktops / laptops/ workstations and printers used to

process UIDAI/OCAC information through their unique user IDs and passwords;

3. The SFTP client shall be accessed through the unique user ID and password provided by UIDAI/OCAC to the authorized personnel of the SI. The "One Time Password" (OTP) received on the registered mobile number of the authorized

SI personnel shall be used to complete the dual authentication process;

4. SI personnel shall select passwords as per the UIDAI/OCAC password policy (as shared from time to time);
5. SI personnel with access to UIDAI/OCAC information assets shall:

- a) Have least privilege access for information access and processing;
- b) Should use passwords as per the UIDAI/OCAC password policy (as shared from time to time);
- c) Keep their user IDs and corresponding passwords confidential and refrain from sharing them with others;
- d) Change their passwords whenever there is any indication of a possible compromise of the system or password;
- e) Terminate active sessions when finished or implement an equipment locking mechanism;
- f) Logout from the workstation, servers and/ or network device when the session is finished;
- g) Default user credentials or administrative passwords for information devices shall be changed and securely stored in a fireproof safe, which shall be enclosed in an envelope with an authorized signature and date.

6. Procedures shall be put in place for secure storage and management of administrative passwords for critical information systems;

7. Access rights and privileges to information processing facilities for UIDAI/OCAC

information shall be revoked within 24 hours (Business hours) of separation of respective personnel having access to such information;

8. Post deactivation, user IDs shall be deleted if not in use as per Exit formalities;

9. Access rights and privileges to information facilities processing UIDAI/OCAC information shall be reviewed on a quarterly basis and the report shall be maintained for audit purposes;
10. Common user IDs / group user IDs shall not be used. Exceptions shall be approved and documented where there is no alternative;
11. Default user credentials or administrative passwords for information devices shall be changed and securely stored in a fireproof safe enclosed in an envelope with authorized signature and date;
12. Access to administrative password or critical information systems password shall be controlled with an access log register (physical document register is maintained within the fireproof safe).

#### **IV. Password Policy**

1. Passwords shall be kept confidential;
2. Change the initial passwords provided by service engineers immediately;
3. Avoid keeping a paper record of passwords, unless this can be stored securely;
4. Change passwords whenever there is any indication of possible system or password compromise;
5. Select quality passwords (wherever applicable/enforced) with a minimum length of 8 characters, which are:
  - a) Easy to remember;
  - b) Not based on anything somebody else could easily guess or obtain using person related information, e.g. names, telephone numbers, and dates of birth etc.;
  - c) Free of consecutive identical characters or all-numeric or all-alphabetical groups;

- d) Password should contain at least one numeric and one special character if the system supports.
6. Change passwords at regular intervals (passwords for privileged accounts shall be changed more frequently than normal passwords) and avoid re-using or cycling old passwords;
7. Change temporary passwords at the first log-on;
8. Not include passwords in any automated log-on process, e.g. stored in a macro or function key;
9. Not share individual user passwords;
10. Three successive login failures should result in a user's account being locked; they should not be able to login until their account is unlocked and the password reset. The user should contact the System Engineers/Administrators for getting the account unlocked;
11. The local security settings on all the systems shall be aligned and synced with the Active Directory Settings. The users shall not be provided access to modify the local security settings on the individual systems. In the case of administrative access being provided, the users shall be prohibited from modifying the local security settings. Modifying the same shall result in disciplinary action.

## **V. Physical and Environmental Security**

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



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

1. Intruder detection systems shall be installed and regularly tested to cover external doors and accessible windows;
2. SI personnel shall not carry personal information processing devices such as laptops, palmtops, cameras and media devices like tapes, CDs, USB drives etc.;
3. Visitors' entry into SI premises shall be restricted. Security validations and checks such as verifying the identity of the visitor, checking the belongings and bags, and making physical entry in registers shall be carried out;
4. All visitors carrying Information Processing Equipment (such as Laptops, Palmtops, Personal Digital Assistant) or Media (such as CDs, Tapes, DATs), shall be asked to declare such assets and the same shall be recorded in a register at the security gate;
5. Imaging devices such as **mobile phones, laptops, cameras etc** shall not be permitted within the facility;
6. Visitor badges/ tokens shall be issued to all visitors to the SI office;
7. Entry and exit along with date and time and the purpose of visit of visitors shall be recorded in a visitor's register maintained at the entrance gates;
8. Visitors shall be escorted by authorized personnel to enter critical information processing areas and access logs shall be maintained for audit purposes;
9. Lockable cabinets or safes shall be provided in the offices, rooms and information processing facilities;
10. Fire doors and extinguishing systems shall be deployed, labeled, monitored, and tested regularly;
11. Physical access to restricted areas or offices and facilities hosting critical equipment shall be pre-approved and recorded along with the date, time and purpose of entry;
12. Signs or notices legibly setting forth the designation of restricted areas and provisions of entry shall be posted at all entrances and at other points along the restricted

areas as necessary;

13. Reception areas shall be manned by a receptionist(s) and/ or security guard(s) during SI office hours;
14. All SI office locations processing UIDAI/OCAC information shall implement controls to protect the information assets and facilities hosting information against damage from environmental threats like fire, flood, earthquake & terrorist attacks, explosion, civil unrest and other forms of manmade/ natural threats;
15. Complete facility shall be under CCTV coverage and SI will create facilities for its central monitoring including by UIDAI/OCAC officials over internet.
16. The recordings of the CCTV shall be stored with the SI for a minimum period of 6 months.
17. The movement of all incoming and outgoing items shall be documented;
18. All equipment shall be protected from power failures and other disruptions caused by failures in supporting infrastructure;
19. Controls shall be designed and implemented to protect power and network cables from unauthorized interception or damage;
20. Information systems containing UIDAI/OCAC information shall be disposed-off securely only after obtaining approval from UIDAI/OCAC authorized personnel;
21. Before sending any equipment out for repair, the equipment shall be sanitized to ensure that it does not contain any UIDAI/OCAC sensitive data.
22. All SI personnel accessing UIDAI/OCAC information assets shall be made aware of UIDAI/OCAC information security policies and controls for protecting unattended equipment;
23. A clear desk and clear screen policy for UIDAI/OCAC information processing facilities shall be adopted to reduce risks of unauthorized access and loss of and damage to information. Following shall be ensured:
  - a) Paper and computer media shall be stored in locked cabinets and/or secure

enclosures when not in use;

- b) Restricted and Confidential information and storage media shall be locked away when not required especially during non-business hours;
- c) Screen savers or related technological controls shall be implemented to lock the screen of the information systems when unattended beyond a specified duration;
- d) Incoming and outgoing mail points and unattended fax and telex machines shall be protected from unauthorized access during off-office hours;
- e) Printed copies shall be secured;
- f) Unused paper documents and printed papers shall be shredded.

## **VI. Operations Security**

### **SIOPERATIONS**

1. SI shall ensure that systems are placed in secured areas and access to the systems is restricted only to authorized personnel;
2. Operators shall log-in to the SFTP client using their unique user id and password;
3. SI shall ensure transmission security of jobs;
4. The private key corresponding to the public key, bound to the digital certificate of the SI which is used for decryption of XML files shall be adequately protected from unauthorized access;
5. The firmware of the all IT system shall be updated with the latest security patches as and when they become publicly available;
6. No printers shall be allowed in the location;
7. Any abnormality shall be investigated and reported to Head Information Security, UIDAI/OCAC;
8. All invoices raised by the SI shall be accompanied by a certificate stating that the SI is

not in possession of any data pertaining to all residents.

9. Accountability and tracking procedures shall be adhered to during all phases activities.
10. SI shall maintain an MIS of the operations and share the same with UIDAI/OCAC on a periodic basis for the purpose of tracking and reconciliation.

## **SYSTEMS OPERATIONS SECURITY**

1. All systems that connect to CIDR or handle the residents" personal data shall be secured using endpoint security solutions. At the minimum, anti-virus / malware detection software shall be installed on such systems;
2. Safeguards shall be implemented in the information systems to prevent the execution of malware;
3. Standard Operating Procedure (SOP) shall be developed for all information systems and services related to UIDAI/OCAC operations. The SOP shall include the necessary activities to be carried out for the operation and maintenance of the system or service and the actions to be taken in the event of a failure;
4. All changes to information systems and facilities processing UIDAI/OCAC information shall be done according to the PSPs change management process. The same shall be notified to UIDAI/OCAC;
5. A record of all changes shall be maintained and provided to relevant stakeholders as and when required;
6. The Operating System as well as the SFTP client program shall be updated with the latest security patches as and when they become publicly available;
7. Any changes to the operating procedure shall be notified to UIDAI/OCAC. A record of all changes shall be maintained and provided to relevant stakeholders as and when required;
8. Event logs recording the critical user-activities, exceptions and security events shall be enabled and stored to assist in future investigations and access control monitoring;
9. Regular monitoring of the audit logs shall take place and results shall be recorded;

10. Logs shall be monitored and analyzed for any possible unauthorized use of information systems;
11. Audit logs shall capture details like User IDs, Date and time of log-on and log-off, Terminal identity or location, if possible, Records of successful and rejected system access attempts, Records of successful and rejected data and other resource access attempts, time stamp of event, source IP, details of Port used etc.
12. Access to audit trails and event logs shall be provided to authorized personnel only;
13. Logs shall be protected from unauthorized access or deletion;
14. All computer clocks shall be set to an agreed standard and checked to make corrections to any significant variations observed;
15. The date and time settings of the critical servers and network devices shall be synchronized with a centralized in-house solution or NTP aligned with the relevant time zone;
16. Third-party independent network, operating system, database and application assessment and configuration reviews shall be carried out annually and/or during a significant change in the SI ecosystem;

## **VII. Communications Security**

1. The network between CIDR and SI shall be secure. SI shall connect with CIDR through leased lines or similar secure private lines;
2. SI shall ensure that the SFTP client server is dedicated for the UIDAI/OCAC activities and is not used for any other activities of the SI;
3. The SFTP client server shall be hosted behind a firewall. The firewall rules shall restrict any incoming access requests to the SFTP client server;
4. The SFTP client host shall reside in a segregated network segment that is isolated from the rest of the network of the SI with the exception of the network segments which are authorized;
5. Passwords used for SFTP access as well as the passwords of the underlying

Operating System of the client host shall be consistent with UIDAI/OCAC password management policy (as shared from time to time);

6. All unwanted network services (such as FTP or Telnet) offered by the printers should be turned off to reduce the attack surface exposed by the devices;
7. All network accessible services offered by the printer shall be protected using passwords that are consistent with the UIDAI/OCAC password policy (as shared from time to time);
8. Special consideration shall be given to Wireless networks due to poorly defined network perimeter. Appropriate authentication, encryption and user level network access control technologies shall be implemented to secure access to the network;
9. Where the mobile device policy allows the use of privately owned devices (e.g. Bring Your Own Device – BYOD), the related security measures should also consider:
  - a) Separation of private and business use of the devices, including using software to support such separation and protect business data on a private device;
  - b) Providing access to business information only after users have signed an end user agreement acknowledging their duties (physical protection, software updating, etc.), waiving ownership of business data, and allowing remote wiping of data by the organization in case of theft or loss of the device or when no longer authorized to use the device. The policy and measures need to take into account the privacy legislation.
10. Systems processing UIDAI/OCAC information files shall automatically log out the operator and lock itself after a period of inactivity;
11. SI e-mail accounts shall not be configured on systems processing UIDAI XML files.

## **SICENTERS**

1. The network between CIDR and SI shall be secure. SI shall connect with CIDR through secure leased line connectivity;
2. Systems used by centre personnel shall be dedicated to UIDAI/OCAC activities and not be used for other clients / activities of the contact centre;

3. Passwords of the underlying Operating System of the client host shall be consistent with UIDAI/OCAC password management policy(as shared from time to time);
4. Systems accessing CIDR database shall automatically log out the operator and lock itself after a period of inactivity;
5. Users shall not use any unauthorized web-mail services or portals.

#### **VIII. Information Security Incident Management**

1. SI shall be responsible for reporting any security weaknesses, any incidents, possible misuse or violation of any of the stipulated guidelines to OCAC/UIDAI – Head Information Security;
2. Monthly security reports shall be sent to UIDAI/OCAC for tracking and review of security weakness, incidents and violation to validate the closure status;
3. Loss / theft of partially finished / finished products shall be reported to the local law enforcement agency and UIDAI/OCAC within 24 hours.

#### **IX. Compliance**

1. SI shall comply with all terms and conditions outlined in the UIDAI /OCAC SI agreement;
2. UIDAI/OCAC shall reserve right to audit systems and processes of the SI on an annual basis and /or need basis to ensure compliance with stipulated security policy published time to time, but not limited to this document. The audit plan shall include information security and technical testing controls required to protect OCAC/UIDAI information assets. UIDAI/OCAC shall share the findings of the audit with the SI;
3. If any non-compliance is found as a result of the audit, the SI shall:
  - a. Determine the causes of the non-compliance;
  - b. Evaluate the need for actions to avoid recurrence of the same;
  - c. Determine and implement corrective action;

- d. Review the corrective action taken.
4. SI shall use only licensed software within the UIDAI/OCAC network environment. Record of all software licenses shall be kept and updated regularly;
5. SI shall follow information security industry best practices as per International standards like ISO27001: 2013 to maintain information security posture;
6. SI and their partners shall ensure compliance to IT Act 2000 and 2008 amendments.

**X. Change Management**

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



## Annexure XIV - Integrity Pact

(PROFORMA OF INTEGRITY PACT)

### INTEGRITY PACT

Between

OCAC hereinafter referred to as “The Principal”,

and

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

#### **Preamble**

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

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

#### **Section 1 - Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

- a) No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

b) The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and

will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

c) The Principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC)/Prevention of Corruption Act, 1988(PC Act), or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder/ contractor**

(1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a) The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder / Contractor will not commit any offence under the relevant IPC/PC Acts; further the Bidder / Contractor will not use improperly, for

purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The bidders(s)/Contractor(s) of foreign origin shall disclose the name and address of Agents/representatives in India if any. Similarly, the Bidder(s)/Contractor(s) of Indian nationality shall furnish the name and address of foreign principals if any.
- e) The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

(1) If the Bidder / Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions,

the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

#### **Section 4 - Compensation for Damages**

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

#### **Section 5 - Previous transgression**

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

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

- (1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

### **Section 8 - External Independent Monitor / Monitors**

- (1) The Principal will appoint competent and credible external independent Monitor (Central Vigilance Commissioner, Government of India) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. It will be obligatory for him to treat the information and documents of the Bidders/Contractors as confidential. He reports to the Chairman, UIDAI / GM, OCAC.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the

information and documents of the Bidder / Contractor / Subcontractor with confidentiality.

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

### **Section 9 - Pact Duration**

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

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

**Section 10 - Other provisions**

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

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For the Principal  
  
/ Contractor

For the Bidder

Place -----

Witness 1: -----

Date -----

Witness 2: -----

**Annexure XV - List of ECs / Manpower Requirement**

SL#	DISTRICT NAME	BLOCK/ULB NAME	MANPOWER REQUIREMENT
1	Angul	Angul	1
2	Angul	Angul (MPL)	1
3	Angul	Athamallik	1
4	Angul	Athamallik (NAC)	1
5	Angul	Banarpal	1
6	Angul	Chhendipada	1
7	Angul	Kaniha	1
8	Angul	Kishorenagar	1
9	Angul	Pallahara	1
10	Angul	Talcher	1
11	Angul	Talcher (MPL)	1
12	Balasore	Bahanaga	1
13	Balasore	Balasore	1
14	Balasore	Balasore (MPL)	1
15	Balasore	Baliapal	1
16	Balasore	Basta	1
17	Balasore	Bhograi	1
18	Balasore	Jaleswar	1
19	Balasore	Jaleswar (MPL)	1
20	Balasore	Khaira	1
21	Balasore	Nilagiri	1
22	Balasore	Nilagiri (NAC)	1
23	Balasore	Oupada	1
24	Balasore	Remuna	1
25	Balasore	Simulia	1
26	Balasore	Soro	1
27	Balasore	Soro (NAC)	1
28	Bargarh	Ambabhona	1
29	Bargarh	Atabira	1
30	Bargarh	Attabira (NAC)	1
31	Bargarh	Bargarh	1
32	Bargarh	Bargarh (MPL)	1
33	Bargarh	Barpali	1
34	Bargarh	Barpali (NAC)	1
35	Bargarh	Bhatli	1
36	Bargarh	Bheden	1
37	Bargarh	Bijepur	1
38	Bargarh	Bijepur (NAC)	1
39	Bargarh	Gaisillet	1
40	Bargarh	Jharbhand	1



## RFP FOR ENGAGEMENT OF SI FOR AADHAAR ENROLMENT IN ODISHA

41	Bargarh	Padampur (NAC)	1
42	Bargarh	Paikmal	1
43	Bargarh	Rajborasambar	1
44	Bargarh	Sohella	1
45	Bhadrak	Basudevpur	1
46	Bhadrak	Basudevpur (MPL)	1
47	Bhadrak	Bhadrak	1
48	Bhadrak	Bhadrak (MPL)	1
49	Bhadrak	Bhandaripokhari	1
50	Bhadrak	Bonth	1
51	Bhadrak	Chandbali	1
52	Bhadrak	Chandbali (NAC)	1
53	Bhadrak	Dhamnagar	1
54	Bhadrak	Dhamnagar (NAC)	1
55	Bhadrak	Tihidi	1
56	Bolangir	Agalpur	1
57	Bolangir	Bangamunda	1
58	Bolangir	Belpara	1
59	Bolangir	Bolangir	1
60	Bolangir	Bolangir (MPL)	1
61	Bolangir	Deogaon	1
62	Bolangir	Gudvella	1
63	Bolangir	Kantabanjhi (NAC)	1
64	Bolangir	Khaprakhol	1
65	Bolangir	Loisinga	1
66	Bolangir	Muribahal	1
67	Bolangir	Patnagarh	1
68	Bolangir	Patnagarh (NAC)	1
69	Bolangir	Puintala	1
70	Bolangir	Saintala	1
71	Bolangir	Titlagarh	1
72	Bolangir	Titlagarh (MPL)	1
73	Bolangir	Tureikela	1
74	Bolangir	Tusura (NAC)	1
75	Boudh	Boudh	1
76	Boudh	Boudh (NAC)	1
77	Boudh	Harbhanga	1
78	Boudh	Kantamal	1
79	Cuttack	Athgarh	1
80	Cuttack	Athgarh (NAC)	1
81	Cuttack	Badamba	1
82	Cuttack	Banki	1
83	Cuttack	Banki (NAC)	1
84	Cuttack	Barang	1

## RFP FOR ENGAGEMENT OF SI FOR AADHAAR ENROLMENT IN ODISHA

85	Cuttack	Choudwar (MPL)	1
86	Cuttack	CMC	1
87	Cuttack	Cuttack	1
88	Cuttack	Dampara	1
89	Cuttack	Kantapada	1
90	Cuttack	Mahanga	1
91	Cuttack	Narsinghpur	1
92	Cuttack	Niali	1
93	Cuttack	Nischintakoili	1
94	Cuttack	Salipur	1
95	Cuttack	Tangi- Choudwar	1
96	Cuttack	Tigiria	1
97	Deogarh	Barkote	1
98	Deogarh	Deogarh (MPL)	1
99	Deogarh	Reamal	1
100	Deogarh	Tileibani	1
101	Dhenkanal	Bhuban	1
102	Dhenkanal	Bhuban (NAC)	1
103	Dhenkanal	Dhenkanal	1
104	Dhenkanal	Dhenkanal (MPL)	1
105	Dhenkanal	Gondia	1
106	Dhenkanal	Hindol	1
107	Dhenkanal	Hindol (NAC)	1
108	Dhenkanal	Kamakhyanagar	1
109	Dhenkanal	Kamakhyanagar (NAC)	1
110	Dhenkanal	Kankadahada	1
111	Dhenkanal	Odapada	1
112	Dhenkanal	Parjang	1
113	Gajapati	Gajapati Rayagada	1
114	Gajapati	Gosani	1
115	Gajapati	Gumma	1
116	Gajapati	Kasinagar	1
117	Gajapati	Kasinagar (NAC)	1
118	Gajapati	Mohana	1
119	Gajapati	Nuagada	1
120	Gajapati	Paralakhemundi (MPL)	1
121	Gajapati	R.Udayagiri	1
122	Ganjam	Aska	1
123	Ganjam	Aska (NAC)	1
124	Ganjam	Beguniapada	1
125	Ganjam	Belaguntha	1
126	Ganjam	Belaguntha (NAC)	1

## RFP FOR ENGAGEMENT OF SI FOR AADHAAR ENROLMENT IN ODISHA

127	Ganjam	Berhampur (MC)	1
128	Ganjam	Bhanjanagar	1
129	Ganjam	Bhanjanagar (NAC)	1
130	Ganjam	Buguda	1
131	Ganjam	Buguda (NAC)	1
132	Ganjam	Chhatrapur	1
133	Ganjam	Chhatrapur (NAC)	1
134	Ganjam	Chikiti	1
135	Ganjam	Chikiti (NAC)	1
136	Ganjam	Dharakote	1
137	Ganjam	Digapahandi	1
138	Ganjam	Digapahandi (NAC)	1
139	Ganjam	Ganjam	1
140	Ganjam	Ganjam (NAC)	1
141	Ganjam	Gopalapur (NAC)	1
142	Ganjam	Hinjilikatu	1
143	Ganjam	Hinjilikatu (MPL)	1
144	Ganjam	Jagannathprasad	1
145	Ganjam	Kabisuryanagar	1
146	Ganjam	Kabisuryanagar (NAC)	1
147	Ganjam	Khalikote	1
148	Ganjam	Khalikote (NAC)	1
149	Ganjam	Kodala (NAC)	1
150	Ganjam	Kukudakhandi	1
151	Ganjam	Patrapur	1
152	Ganjam	Polsara	1
153	Ganjam	Polsara (NAC)	1
154	Ganjam	Purusottampur	1
155	Ganjam	Purusottampur (NAC)	1
156	Ganjam	Rambha (NAC)	1
157	Ganjam	Rangeilunda	1
158	Ganjam	Sankhemundi	1
159	Ganjam	Sheragada	1
160	Ganjam	Sorada	1
161	Ganjam	Sorada (NAC)	1
162	Jagatsinghpur	Balikuda	1
163	Jagatsinghpur	Biridi	1
164	Jagatsinghpur	Ersama	1
165	Jagatsinghpur	Jagatsinghpur	1
166	Jagatsinghpur	Jagatsinghpur (MPL)	1
167	Jagatsinghpur	Kujang	1
168	Jagatsinghpur	Naugaon	1

## RFP FOR ENGAGEMENT OF SI FOR AADHAAR ENROLMENT IN ODISHA

169	Jagatsinghpur	Paradeep (MPL)	1
170	Jagatsinghpur	Raghunathpur	1
171	Jagatsinghpur	Tirtol	1
172	Jajpur	Barchana	1
173	Jajpur	Bari	1
174	Jajpur	Binjharpur	1
175	Jajpur	Dangadi	1
176	Jajpur	Dasarathpur	1
177	Jajpur	Dharmasala	1
178	Jajpur	Jajpur	1
179	Jajpur	Jajpur (MPL)	1
180	Jajpur	Korei	1
181	Jajpur	Rasulpur	1
182	Jajpur	Sukinda	1
183	Jajpur	Vyasanagar (MPL)	1
184	Jharsuguda	Belpahar (MPL)	1
185	Jharsuguda	Brajarajnar (MPL)	1
186	Jharsuguda	Jharsuguda	1
187	Jharsuguda	Jharsuguda (MPL)	1
188	Jharsuguda	Kirimira	1
189	Jharsuguda	Kolabira	1
190	Jharsuguda	Laikera	1
191	Jharsuguda	Lakhanpur	1
192	Kalahandi	Bhawanipatna	1
193	Kalahandi	Bhawanipatna (MPL)	1
194	Kalahandi	Dharamgarh	1
195	Kalahandi	Dharamgarh (NAC)	1
196	Kalahandi	Golmunda	1
197	Kalahandi	Jaipatna	1
198	Kalahandi	Junagarh	1
199	Kalahandi	Junagarh (NAC)	1
200	Kalahandi	Kalampur	1
201	Kalahandi	Karlamunda	1
202	Kalahandi	Kesinga	1
203	Kalahandi	Kesinga (NAC)	1
204	Kalahandi	Koksara	1
205	Kalahandi	Lanjigarh	1
206	Kalahandi	M.Rampur	1
207	Kalahandi	Narla	1
208	Kalahandi	Th rampur	1
209	Kandhamal	Balliguda	1
210	Kandhamal	Balliguda (NAC)	1
211	Kandhamal	Chakapad	1

## RFP FOR ENGAGEMENT OF SI FOR AADHAAR ENROLMENT IN ODISHA

212	Kandhamal	Daringibadi	1
213	Kandhamal	G.Udayagiri	1
214	Kandhamal	G.Udayagiri (NAC)	1
215	Kandhamal	K.Nuagaon	1
216	Kandhamal	Khajuripada	1
217	Kandhamal	Kotaghar	1
218	Kandhamal	Phiringia	1
219	Kandhamal	Phulbani	1
220	Kandhamal	Phulbani (MPL)	1
221	Kandhamal	Raikia	1
222	Kandhamal	Tikabali	1
223	Kandhamal	Tumudibandha	1
224	Kendrapara	Aul	1
225	Kendrapara	Derabis	1
226	Kendrapara	Garadpur	1
227	Kendrapara	Kendrapara	1
228	Kendrapara	Kendrapara (MPL)	1
229	Kendrapara	Mahakalpada	1
230	Kendrapara	Marshaghai	1
231	Kendrapara	Pattamundai	1
232	Kendrapara	Pattamundai (MPL)	1
233	Kendrapara	Rajkanika	1
234	Kendrapara	Rajnagar	1
235	Keonjhar	Anandapur	1
236	Keonjhar	Anandapur (MPL)	1
237	Keonjhar	Bansapal	1
238	Keonjhar	Barbil (MPL)	1
239	Keonjhar	Champua	1
240	Keonjhar	Champua (NAC)	1
241	Keonjhar	Ghasipura	1
242	Keonjhar	Ghatgaon	1
243	Keonjhar	Harichandanpur	1
244	Keonjhar	Hatadihi	1
245	Keonjhar	Jhumpura	1
246	Keonjhar	Joda	1
247	Keonjhar	Joda (MPL)	1
248	Keonjhar	Keonjhar	1
249	Keonjhar	Keonjhar (MPL)	1
250	Keonjhar	Patna	1
251	Keonjhar	Saharapada	1
252	Keonjhar	Telkoi	1
253	Khordha	Balianta	1
254	Khordha	Balipatna	1
255	Khordha	Balugaon (NAC)	1

## RFP FOR ENGAGEMENT OF SI FOR AADHAAR ENROLMENT IN ODISHA

256	Khordha	Banpur	1
257	Khordha	Banpur (NAC)	1
258	Khordha	Begunia	1
259	Khordha	Bhubaneswar	1
260	Khordha	Bhubaneswar (MC)	1
261	Khordha	Bolgarh	1
262	Khordha	Chilika	1
263	Khordha	Jatani	1
264	Khordha	Jatani (MPL)	1
265	Khordha	Khordha	1
266	Khordha	Khordha (MPL)	1
267	Khordha	Tangi	1
268	Koraput	Bandhugaon	1
269	Koraput	Boipariguda	1
270	Koraput	Boriguma	1
271	Koraput	Dasmanthapur	1
272	Koraput	Jeypore	1
273	Koraput	Jeypore (MPL)	1
274	Koraput	Koraput	1
275	Koraput	Koraput (MPL)	1
276	Koraput	Kotpad	1
277	Koraput	Kotpad (NAC)	1
278	Koraput	Kundra	1
279	Koraput	Lamptaput	1
280	Koraput	Laxmipur	1
281	Koraput	Nandapur	1
282	Koraput	Narayanpatna	1
283	Koraput	Pattangi	1
284	Koraput	Semiliguda	1
285	Koraput	Sunabeda (MPL)	1
286	Malkanagiri	Balimela (NAC)	1
287	Malkanagiri	Chitrakonda	1
288	Malkanagiri	Kalimela	1
289	Malkanagiri	Khairput	1
290	Malkanagiri	Korkunda	1
291	Malkanagiri	Kudumuluguma	1
292	Malkanagiri	Malkangiri	1
293	Malkanagiri	Malkangiri (MPL)	1
294	Malkanagiri	Mathili	1
295	Malkanagiri	Podia	1
296	Mayurbhanj	Badasahi	1
297	Mayurbhanj	Bahalada	1
298	Mayurbhanj	Bangriposhi	1
299	Mayurbhanj	Baripada	1

## RFP FOR ENGAGEMENT OF SI FOR AADHAAR ENROLMENT IN ODISHA

300	Mayurbhanj	Baripada (MPL)	1
301	Mayurbhanj	Betanati	1
302	Mayurbhanj	Bijatola	1
303	Mayurbhanj	Bisoi	1
304	Mayurbhanj	Gopa Bandhu Nagar	1
305	Mayurbhanj	Jamda	1
306	Mayurbhanj	Jashipur	1
307	Mayurbhanj	Kaptipada	1
308	Mayurbhanj	Karanjia	1
309	Mayurbhanj	Karanjia (NAC)	1
310	Mayurbhanj	Khunta	1
311	Mayurbhanj	Kuliana	1
312	Mayurbhanj	Kusumi	1
313	Mayurbhanj	Morada	1
314	Mayurbhanj	Rairangpur	1
315	Mayurbhanj	Rairangpur (MPL)	1
316	Mayurbhanj	Raruan	1
317	Mayurbhanj	Rasgovindapur	1
318	Mayurbhanj	Samakhunta	1
319	Mayurbhanj	Saraskana	1
320	Mayurbhanj	Sukruli	1
321	Mayurbhanj	Suliapada	1
322	Mayurbhanj	Thakurmunda	1
323	Mayurbhanj	Tiringi	1
324	Mayurbhanj	Udala	1
325	Mayurbhanj	Udala (NAC)	1
326	Nabarangpur	Chandahandi	1
327	Nabarangpur	Dabugaon	1
328	Nabarangpur	Jharigaon	1
329	Nabarangpur	Kosagumuda	1
330	Nabarangpur	Nabarangpur (MPL)	1
331	Nabarangpur	Nandahandi	1
332	Nabarangpur	Nawarangpur	1
333	Nabarangpur	Papadahandi	1
334	Nabarangpur	Raighar	1
335	Nabarangpur	Tentulikhunti	1
336	Nabarangpur	Umerkote	1
337	Nabarangpur	Umerkote (mpl)	1
338	Nayagarh	Bhapur	1
339	Nayagarh	Daspalla	1
340	Nayagarh	Daspalla (NAC)	1
341	Nayagarh	Gania	1
342	Nayagarh	Khandapada	1
343	Nayagarh	Khandapara (NAC)	1

## RFP FOR ENGAGEMENT OF SI FOR AADHAAR ENROLMENT IN ODISHA

344	Nayagarh	Nayagarh	1
601	Nayagarh	Nayagarh (NAC)	1
346	Nayagarh	Nuagaon	1
347	Nayagarh	Odagaon	1
348	Nayagarh	Odagaon(NAC)	1
349	Nayagarh	Ranpur	1
350	Nayagarh	Ranpur (NAC)	1
351	Nuapada	Boden	1
352	Nuapada	Khariar	1
353	Nuapada	Khariar (NAC)	1
354	Nuapada	Khariar Road (NAC)	1
355	Nuapada	Komna	1
356	Nuapada	Nuapada	1
357	Nuapada	Nuapada (NAC)	1
358	Nuapada	Sinapali	1
359	Puri	Astaranga	1
360	Puri	Brahmagiri	1
361	Puri	Delang	1
362	Puri	Gop	1
363	Puri	Kakatpur	1
364	Puri	Kanas	1
365	Puri	Konark (NAC)	1
366	Puri	Krushnaprasad	1
367	Puri	Nimapara	1
368	Puri	Nimapara (NAC)	1
369	Puri	Pipli	1
370	Puri	Pipli (NAC)	1
371	Puri	Puri	1
372	Puri	Puri (MPL)	1
373	Puri	Satyabadi	1
374	Rayagada	Bissamcuttack	1
375	Rayagada	Chandrapur	1
376	Rayagada	Gudari	1
377	Rayagada	Gudari (NAC)	1
378	Rayagada	Gunupur	1
379	Rayagada	Gunupur (MPL)	1
380	Rayagada	Kalyansingpur	1
381	Rayagada	Kasipur	1
382	Rayagada	Kolnara	1
383	Rayagada	Muniguda	1
384	Rayagada	Padampur	1
385	Rayagada	Ramanaguda	1
386	Rayagada	Rayagada	1
387	Rayagada	Rayagada (MPL)	1



## RFP FOR ENGAGEMENT OF SI FOR AADHAAR ENROLMENT IN ODISHA

388	Sambalpur	Bamra	1
389	Sambalpur	Burla (NAC)	1
390	Sambalpur	Dhankauda	1
391	Sambalpur	Hirakud (NAC)	1
392	Sambalpur	Jamankira	1
393	Sambalpur	Jujumura	1
394	Sambalpur	Kuchinda	1
395	Sambalpur	Kuchinda (NAC)	1
396	Sambalpur	Maneswar	1
397	Sambalpur	Naktideul	1
398	Sambalpur	Rairakhol	1
399	Sambalpur	Rairakhol (NAC)	1
400	Sambalpur	Rengali	1
401	Sambalpur	Sambalpur (MC)	1
402	Sonepur	Binka	1
403	Sonepur	Binka (NAC)	1
404	Sonepur	Biramaharajpur	1
405	Sonepur	Dunguripalli	1
406	Sonepur	Sonepur	1
407	Sonepur	Sonepur (MPL)	1
408	Sonepur	Tarva	1
409	Sonepur	Tarva (NAC)	1
410	Sonepur	Ullunda	1
411	Sundargarh	Balisankara	1
412	Sundargarh	Bargaon	1
413	Sundargarh	Biramitrapur (MPL)	1
414	Sundargarh	Bishra	1
415	Sundargarh	Bonei	1
416	Sundargarh	Gurundia	1
417	Sundargarh	Hemgiri	1
418	Sundargarh	Koida	1
419	Sundargarh	Kuarmunda	1
420	Sundargarh	Kutra	1
421	Sundargarh	Lahunipada	1
422	Sundargarh	Lathikata	1
423	Sundargarh	Lephripara	1
424	Sundargarh	Nuagaon Sundargarh	1
425	Sundargarh	OCL	1
426	Sundargarh	Rajgangpur	1
427	Sundargarh	Rajgangpur (MPL)	1
428	Sundargarh	Rourkela (MC)	1
429	Sundargarh	Rourkela Steel	1
430	Sundargarh	Subdega	1

RFP FOR ENGAGEMENT OF SI FOR AADHAAR ENROLMENT IN ODISHA

431	Sundargarh	Sundargarh	1
432	Sundargarh	Sundargarh (MPL)	1
433	Sundargarh	Tangarpalli	1

(Authority reserves right to increase the number of kits/operators at the above areas as per requirement)

## Annexure XVI - Non-Disclosure Declaration

### Non-Disclosure Declaration/Agreement

(To be provided on Non-judicial stamp paper of Rs.100/-)

WHEREAS, we the undersigned Bidder, \_\_\_\_\_, having our principal place of business/ registered office at \_\_\_\_\_, are desirous of bidding for Bid No. \_\_\_\_\_ covering “\_

\_\_\_\_\_ [RFP Name]” (hereinafter called the said 'RFP') to the General Manager, OCAC having its office at Bhubaneswar, hereinafter referred to as „Purchaser' and, WHEREAS, the Bidder is aware and confirms that the Purchaser's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE,

in consideration of disclosure of confidential information, and in order to ensure the Purchaser's grant to the Bidder of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Declaration (“Confidential Information”) shall include without limitation, any and all information in written,

representational, electronic, verbal or other form relating directly or indirectly to processes,

methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser. We also hereby agree that this NDA will be binding on us through-out the contract period and will survive the contract period in case we are selected as a successful bidder.

2. Confidential Information does not include information which:

- a. the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- b. information in the public domain as a matter of law;
- c. is obtained by the Bidder from a third party without any obligation of confidentiality;
- d. the Bidder is required to disclose by order of a competent court or regulatory authority;
- e. is released from confidentiality with the written consent of the Purchaser.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.

3. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a. to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;

c. to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and

d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Purchaser or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it..

6. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Bidder shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Bidder shall promptly certify to the Purchaser, due and complete destruction and return. Nothing

contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.

7. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

8. The Bidder agrees to indemnify the Purchaser against any and all losses, damages, claims, or expenses incurred or suffered by the Purchaser as a result of the Bidder's breach of this Agreement.

9. The Bidder understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Purchaser irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the Purchaser shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Purchaser shall deem appropriate. Such right of the Purchaser shall be in addition to Remedies otherwise available to the Purchaser at law or in equity.

10. Notwithstanding any other provisions of this Agreement, the obligations of confidentiality of the information shall survive the termination or expiration of this Agreement.

For and on behalf of:

(BIDDER)

Authorised Signatory Office Seal:

Name:

Place

:

Designation:

Date :