

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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<b>Request for Proposal (RFP)</b>
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**For  
Selection of Agencies  
For  
Providing Operator cum supervisors and Aadhaar Kit  
on Opex model**

**Date of Issue: 26.12.2019**

**Reference No.: PSFID/FI/47**

Submission of RFP closes on 16/01/2020 at 16:00 hours

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**Punjab National Bank  
Priority Sector & Financial Inclusion Division  
Head Office: 4<sup>th</sup> Floor, West Wing,  
Plot No.- 4, Sector-10, Dwarka, New Delhi-110075**

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding Document. Failure to furnish all information required by the bidding Document or to submit a Bid not substantially responsive to the bidding Document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

The Bank Representatives may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP Document

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**Key Information on the RFP Response Submission**

**GENERAL TENDER DETAILS**

<b>REQUEST FOR PROPOSAL (RFP) FOR Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model</b>		
1.	Date of commencement of Bidding Process.	26/12/2019
2.	Last date and time for sale of Bidding Documents	16/01/2020 upto 1600 Hrs
3.	Last date and time for receipt of queries from bidders for Clarifications	01/01/2020 upto 1700 Hrs
4.	Date of Pre-Bid Meeting	02/01/2020 at 1500 Hrs
5.	Last date and time for Hash submission	16/01/2020 upto 1600 Hrs
6.	Last date and time for online bid submission/Bid Re-Encryption	From 16/01/2020 1701Hrs to 17/01/2020 1400 Hrs
7.	Last date and Time for submission of technical supporting document (Hard Copy)	From 16/01/2020 1701 Hrs to 17/01/2020 1400 Hrs
8.	Date and Time of Technical Bid Opening	17/01/2020 at 1600 Hrs
9.	Place of Submission of Bids	The Deputy General Manager Punjab National Bank, Priority Sector & Financial Inclusion Division Head Office, 4 <sup>th</sup> Floor, West Wing, Plot No.-4, Sector-10, Dwarka, New Delhi 110075
10.	Place of opening of Bid	Punjab National Bank, Priority Sector & Financial Inclusion Division Head Office, 4 <sup>th</sup> Floor, West Wing, Plot No.-4, Sector-10, Dwarka, New Delhi 110075
11.	Address for communication	As above Tel:- (011)28073054
12.	Cost of RFP	<b>Rs.5000/- + 18 % GST*</b> (Non-refundable) should be submitted <b>online only</b> in favour of Punjab National Bank before last date of bid submission in the following account: Bank & Branch : Punjab National Bank, PNB Dwarka, Sector10, HO Building, New Delhi - 110075. <b>IFSCCode-PUNB0976200</b> . Account No. <b>0131002200000021</b> (16 digits). Imprest Account – <b>PNB Financial Inclusion</b> . *MSE bidder is exempted from payment of

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		cost of RFP if bidder can furnish requisite proof subject to the satisfaction of Bank.
13.	Earnest Money Deposit	<p><b>Rs. 3.00 Lac for one cluster, Rs. 4.5 lacs for 2 Clusters, 6 Lacs for 3 clusters and 7.5 lacs for 4 clusters</b> should be submitted online before last date of bid submission or in the form of Bank Guarantee (BG) in favour of Punjab National Bank, PS &amp; FID payable at New Delhi. BG should be valid up to 6 months from the last date of submission.</p> <p><b>IFSC Code : PUNB0976200</b>  <b>Bank &amp; Branch : Punjab National Bank, Dwarka Sector 10, HO Building , New Delhi – 110 075.</b>  <b>Account No. – 0131002200000021 (16 digits)</b>  <b>Imprest account – PNB Financial Inclusion</b></p> <p>*MSE bidder is exempted from payment of Earnest Money Deposit if bidder can furnish requisite proof subject to the satisfaction of Bank.</p>
14.	Contact to Bidders	<p>Interested Bidders are requested to send the email to <a href="mailto:amit.parihar@pnb.co.in">amit.parihar@pnb.co.in</a>, <a href="mailto:rchattejee@pnb.co.in">rchattejee@pnb.co.in</a> containing following information, so that in case of any clarification, the same may be issued to them : (a) Name of Bidder, (b) Contact person, (c) Mailing address with Pin Code, (d) Telephone No., Fax No., Mobile No.(e) e-mail etc.</p>

**NOTE :**

1. All the interested Bidders, who have not registered earlier with e-procurement site (<https://etender.pnbnet.in>), would have to register with our e-procurement site. Bidders to ensure to get themselves registered timely, at least two working days before the Hash submission date, to avoid last moment issues.
2. Bidders are advised to go through Bidders Manual available on <https://etender.pnbnet.in> for registration and submission of tenders. If approval of registration is pending at Bank's end, Bidders should immediately contact Bank's Helpdesk on telephone No. 011-28073054/23765468 or email us at <https://etender.pnbnet.in>

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3. Bidders are required to strictly submit their bids in electronic form using the e-procurement system at <https://etender.pnbnet.in> by using their digital certificates of class II and above (both encryption and signing). Bidders are advised to keep digital certificates (or tokens) ready at time of submission of bid. Use of Digital Certificate is mandatory for participation in e-tendering process. Bidders should ensure that Digital token has not expired or corrupted at the time of e-tendering process.
4. Bidders are advised to go through Bidders Manual for Browser settings and Java settings required for participation in the bid. Follow each & every step mentioned in Bidder Manual. If bidder still faces any problem, he/she should immediately contact Bank Helpdesk on telephone No. 011-23765468/28073054 or email us at [eprocurement@pnb.co.in](mailto:eprocurement@pnb.co.in).
5. Bids received after closing of the bid in the e-procurement system will be auto-rejected by the system. Please note that **HASH SUBMISSION and BID RE-ENCRYPTION** is a mandatory activity, failing which Bank will not accept the hardcopy of Technical bid.
6. The indicative commercial bids to be submitted online only.
7. Bidders should submit bids well before time rather than waiting for last moment to avoid any technical glitches or networking issues etc. at their end.
8. If bidder is shortlisted to participate in Reverse Auction (RA), Demo for Reverse Auction will be conducted a day before RA, if bidder requests for the same. Further, Demo for Reverse Auction will only be provided to bidders who have accepted the Base price (i.e. Terms & Conditions of the reverse auction).
9. If bidder is participating in the Reverse Auction, it is advised that Bidders place their bids well before time rather than waiting for auction end time to avoid any last minute glitches (or any network issues or internet response issues etc.) occurring at Bidder's end. Bidders may keep refreshing auction page to ensure that they are connected to server (via internet).
10. Bidders are requested to use a reliable internet connection (data cable/ broad band) to safeguard themselves. Bank is not responsible for telephone line glitch, internet response issues, hardware hangs etc., at bidder's end.
11. If Bidders have any queries, they may call us at Helpdesk on telephone No. 011-**23765468/28044451** from 10.00 am to 05.00 pm (except Sundays and Bank holidays).



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**1. INVITATION FOR PROPOSAL**

1. Punjab National Bank invites Technical & Commercial bids for Selection of Agencies for providing the Operator cum supervisors and Aadhaar Kits to work as operators for Enrolment and upadation of Adhaar at identified centers/branches for the implementation of “Aadhaar Enrolment through bank branches” Project through 964 branches including its sponsored RRBs across India. **This invitation for bid will also be valid for implementation of “Aadhaar Enrolment through bank branches” Project in the bank branches of proposed banks to be amalgamated, including its sponsored RRBs across India. The bidders selected finally may also enter into separate contract with such banks, before amalgamation, at similar terms and rates as arrived at on completion of this RFP.**
2. It may also be noted that no. of centers/branches would increase owing to the ensuing amalgamation of Punjab National Bank, United Bank of India and Oriental bank of Commerce.
3. The “Request for Proposal” is available on the website <https://etender.pnbnet.in> for free download. The response to the RFP should be submitted online or **before 16.01.2020 by 16.00 hrs**
4. Punjab National Bank reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.
5. Address for Communication :

Dy. General Manager,  
Punjab National Bank,  
Priority Sector & Financial Inclusion Division  
Corporate Head Office, 4<sup>th</sup> Floor, West Wing,  
Plot No 4, Sector 10, Dwarka  
New Delhi - 110 075

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### **2. INTRODUCTION**

The Government of India (GoI) has embarked upon an ambitious initiative to provide a Unique Identification (UID) to every resident of India and has constituted the Unique Identification Authority of India (UIDAI) for this purpose. The timing of this initiative coincides with the increased focus of the GoI on social inclusion and development through massive investments in various social sector programs, and transformation in public services delivery through e-Governance programs. The UID has been envisioned as a means for residents to easily and effectively establish their identity, to any agency, anywhere in the country, without having to repeatedly produce identity documentation to agencies. More details on the UIDAI and the strategy overview can be found on the website: <http://www.uidai.gov.in>

The widespread implementation of the UID project needs the reach and flexibility to enroll residents across the country. To achieve this, the UIDAI partnered with a variety of agencies and service providers (acting as Registrars, Sub-registrars and Enrolling Agencies) to enroll residents for UID. By participating in enrolling residents, the registrars and enrolment agencies (Banks) across the country have been a part of a truly historic exercise, one which can make our welfare systems far more accessible and inclusive of the poor, and also permanently transform service delivery in India. In order to take the initiative further, now the UIDAI has advised the banks to set up Enrolment and updation centers in 10% of their branches with in their premises. In pursuance to the same, this RFP intends to empanel Agencies for providing operator cum supervisors certified by UIDAI and Aadhaar Kits to work Aadhaar centers at identified branches in PNB and its sponsored RRBs as per the list provided in Commercial Bid document

### **3. Purpose of Project**

Punjab national bank is working as Registrar for generation of Aadhaar (UID) and in terms of guidelines issued by UIDAI Aadhaar Enrolment and update facility is to be provided in the Bank and its sponsored RRBs of selected branches across the country as per the list provided in Commercial Bid document. The Bank as a Registrar shall select Agencies for providing operator cum supervisors certified by UIDAI and Aadhaar Kits with required specifications prescribed by UIDAI, which shall capture Know Your Resident (KYR) demographic data and biometric data from the residents to be given to UIDAI for issuance of UID number (also called Aadhaar number). Along with KYR data, Operator cum supervisors will also capture additional fields what may be called as KYR+. Further, the Operator cum supervisors will also capture data for updation of the existing Aadhaar numbers.

Punjab National Bank invites bids (Technical bid and Commercial bid) from eligible bidders for as per requirements mentioned in the RFP.

Please note that any deviations mentioned in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.

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### 4. Scope of Work

The Functional scope of work of the Agency is defined below and “Guidelines for Enrolment” is as per **Annexure – XIV**.

#### 4.1 Functional scope

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

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

The agency should themselves procure/deploy Aadhaar Kits including web/digital camera and biometric devices (for fingerprint and iris capture), used for capture of biometric data at the enrolling station, which confirm to UIDAI specifications and certified by UIDAI appointed agencies.

##### 4.1.2 Setting up of Enrolment Stations and Enrolment Centres by our Bank and its sponsored RRBs at Branches.

The number of enrolment stations / centres (cluster wise) are as per **Annexure XIII** And the same may undergo changes as per directives of DFS/UIDAI from time to time.

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

#### Setting up of Enrolment station

Enrolment station refers to enrolment booth / enclosure inside the designated branch premises. The capture of Demographic and Biometric data is done in this section.

An enrolment station shall be equipped with all the necessary machinery which is to be provided by the agency along with Operator cum supervisor as specified by UIDAI and published on its website. It includes :

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<b>Mandatory Requirements</b>	
<b>A</b>	
A.1	Laptop/Desktop available (The minimum system, Windows Operating System requirement are defined in Aadhaar Installation Setup Manual ; 4 USB /USB hub for connecting biometric devices)
A.2	UIDAI software installed, tested, configured, registered with CIDR as per installation and configuration manual
A.3	List of Introducers loaded on laptop
A.4	UIDAI standards compliant Iris capture devices duly certified by STQC (make & model)
A.5	UIDAI standards compliant finger print capture devices duly certified by STQC (make & model)
A.6	UIDAI standards compliant digital camera as per UIDAI specifications.
A.7	White back ground screen,non reflecting, opaque, ~3ft wide, and with stand ,available for taking photographs
A.8	Extra monitor for residents to verify their data (15-16" with a resolution above 1024x768)
A.9	All devices as per UIDAI standards
A.10	Working of all equipment at every station tested
A.11	Memory Stick for data transfer (4 GB pen drive sufficient for 1 centre/day i.e. ~5 stations. Enrolment Centre should maintain a stock of 20 days )
A.12	Printer ( A4 laser printer; must print photo with good quality receipt)
A.13	Printer Paper( Inventory for 5 stations for 10 days ~ 20 rims)
A.14	Anti Virus / Anti Spyware checks
A.15	Data Card /Internet connectivity for Enrolment Client to be online every 24-48 hrs
A.16	All Operator cum supervisors enrolled into AADHAAR and registered with CIDR
A.17	The pre-enrolment data from the Registrars, if used, is available for import on laptops
A.18	If Registrar has additional fields to be captured , then the KYR+ software for capturing the KYR+ fields is configured and tested

2. A banner / name board of our Bank with Bank's logo should be displayed prominently at the enrolment station i.e., the branch premises.

3. UIDAI prescribed "Rate Chart" should be displayed at prominent location at the enrolment centers in the branch premises and the amount should be collected from the residents accordingly.

4. The laptop/Desktop installed with UIDAI software will not be carried outside Bank premises without written permission of UIDAI.

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### **Setting up of enrolment centre**

Enrolment Centre refers to the branch premises where the enrolment is to be carried out. The process for setting up enrolment center is defined in section 4.3 Set up enrolment center sub process flow in Annexure V at the end of this document.

#### **Other conditions:-**

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

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

A) an act or omission of the Agency/operator cum supervisors in the performance of the obligations of the Agency under this RFP or breach of any of the term of this RFP;

B) claims made by operator cum supervisors, who are deployed by the agency against the Bank;

C) breach of confidentiality obligations of the Agency contained in this RFP or otherwise;

D) willful negligence or gross misconduct solely attributable to the Agency or its employees.

2. Any other conditions:

i) The premises of the enrolment center will be provided by the Bank in their branches.

ii) Any penalty/punishment levied by UIDAI, for the misconduct/ lapses on the part of following standard procedure by Operator cum supervisors or Operator cum supervisor/ Supervisor will be passed on to the Agency/Operator cum supervisor/Supervisor.

iii) Aadhaar Kits should be maintained well in all working days of the Aadhaar center and any cost toward their repair should be responsibility of Agency only.

iv) Operator cum supervisors will have to work any additional work assigned by UIDAI/Bank from time to time in relation to Aadhaar enrolment/update centers.

(Bidders to submit undertaking for acceptance of above terms)

3. Participating bidders will have to execute Integrity Pact as per **Annexure XV**.

### **4.1.3 Hire Manpower for Enrolment**

#### **Hiring Manpower:**

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

- Operator cum supervisor: The enrolling agency shall hire manpower (operator cum supervisor or operator cum supervisor/supervisor) to execute enrolment at the enrolment stations as per the criteria provided below

1. The operator cum supervisor should have passed 10+2 examination.

2. The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.

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3. The Operator should have been enrolled for Aadhaar and his/her Aadhaar number should have been generated.
  4. The Operator should have undergone training on the process of UID Enrolment and various equipment and devices used during Aadhaar enrolment.
  5. The Operator should have obtained certificate from a testing and certifying agency authorized by UIDAI.
  6. The operator cum supervisor should perform all the Roles and Responsibilities as stated in website of UIDAI and also any changes from time to time.
  7. The Agency should make alternate arrangement to provide operator cum supervisors in case of necessity i.e., existing operator cum supervisor going on leave etc. Under no circumstances, the Aadhaar enrollment center should be left unattended by the operator cum supervisor or operator cum supervisor/supervisor.
- Induction training : After hiring the personnel as described above, the Agency should impart induction training on the various activities involved in the enrolment process to enable them to understand and adjust to the local situation. The induction training is to be given just before actual deployment of the personnel for enrolment operations and shall be compulsory. The period of induction training shall be sufficient enough to understand the standard procedure prescribed by UIDAI.

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

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

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

The Agencies/operator cum supervisor or operator cum supervisor/supervisor would use the software provided by the UIDAI/Registrar for the collection of demographic data and the biometric data. The software will be supported by a User Manual.

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

Please refer to 5.1.1, 5.1.2 in Annexure V for detailed standards and guidelines for demographic data collection. Please refer to Resident Enrolment Process document (process 4.5) for the detailed process flow and description of capturing Demographic and Biometric data capture.

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

Bank proposes to collect additional information (Called KYR+), wherever available or applicable, during enrolment process. The KYR+ data and guidelines for capture of the details is given in Annexure VI.

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

Please refer to 5.1.4 & 5.1.5 in Annexure V for detailed standards and guidelines for capture of Biometric data. . Please refer to process flow 4.5 & 4.6 Capture Demographic and Biometric data

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& ready for transfer sub process description of Annexure V for detailed steps involved in biometric data collection.

### **Step 3: Get consent letter and generate acknowledgement receipt.**

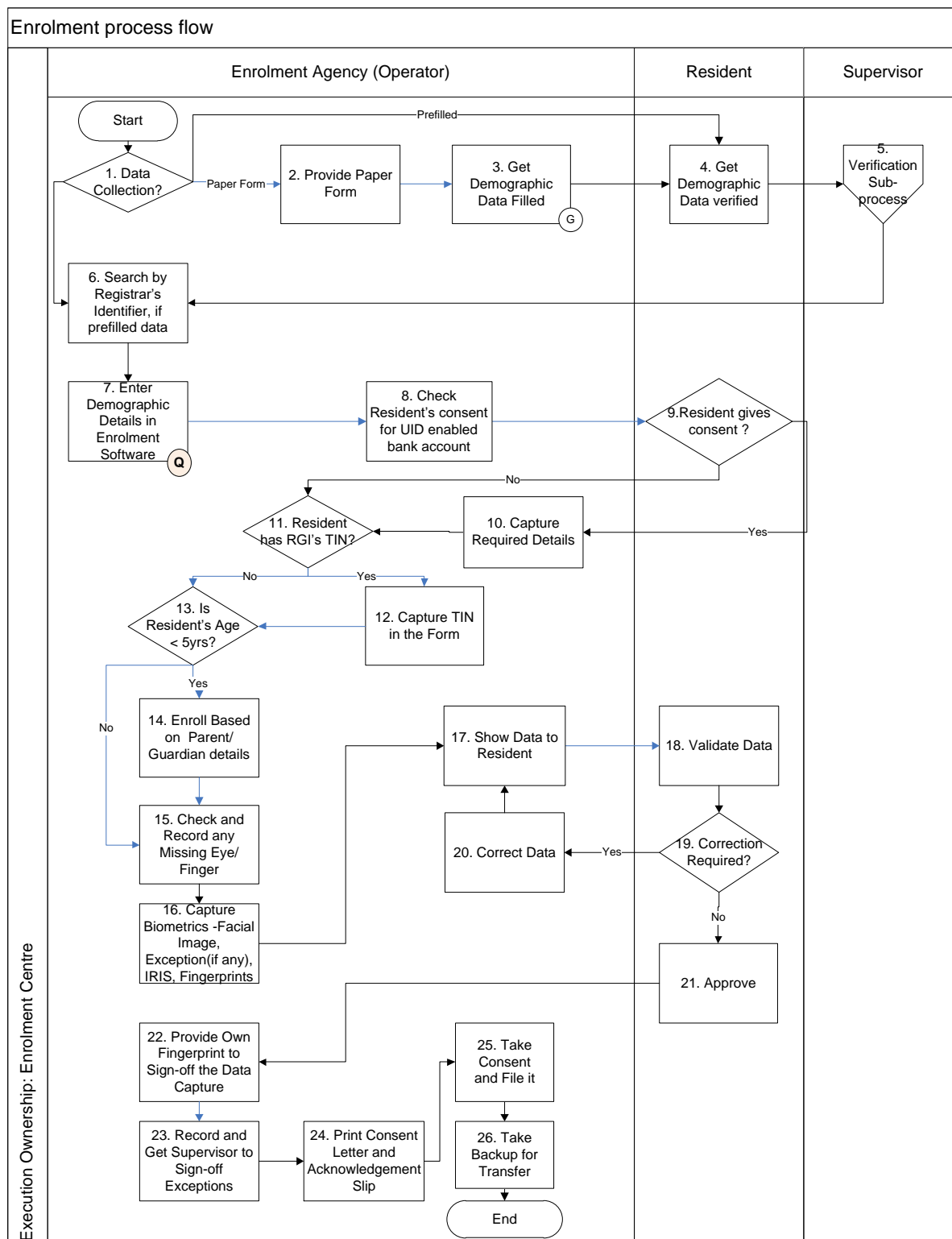
After the demographic and biometric details are captured the enrolment operator cum supervisor or operator cum supervisor/supervisor shall show the demographic data to the enrollee and get his consent. If needed any corrections are made to the data and signed off by the operator cum supervisor or operator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

### **Step 4: Data backup and transfer:**

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

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

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### 4.1.5 Send Enrolment Data to Registrar

The UIDAI has prescribed the methods by which the data has to be transferred to the Authority for storage in Central Identities Data Repository (CIDR). The guidelines from UIDAI relate to the transfer of data into specific memory devices and transporting them through a secure network or physically by the postal or courier services to the address which will be specified. The agencies/operator cum supervisors is therefore advised to obtain these instructions before they proceed to collect the demographic and Biometric Data of the willing enrollees. The UIDAI has also issued separate instructions on the form of capture and storage for the Pol and PoA documents.

### 4.1.6 Privacy & Security

Agencies/Operator cum supervisors are responsible to make sure that the data is kept in a very secure and confidential manner and under no circumstances, shall they neither use the data themselves nor part with the data to any other agency other than the UIDAI and / or Registrar in case of KYR+ data. Mechanisms to ensure the same have to be put in place by the agency/operator cum supervisors and shall be subject to audit by UIDAI/Registrar/their representative from time to time.

### 4.1.7 Provide Electronic MIS Reports on Enrolment Status Daily

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

### 4.1.8 Geographical Scope

The current geographical scope of work for enrolment operations cluster wise is as per the **Annexure XIII**

### 4.1.9 Service Levels

Sl. No.	Performance Indicator	Service Level Metric of operator cum supervisor	Penalty on breach of service level (imposed monthly)
1	Availability of Operator cum supervisor/Aadhaar kit in working condition at the particular bank branch identified for setting up of ES as per the Work Plan	The operator cum supervisor must attend to work every working day of the Bank or agency should make alternate arrangement immediately as per Bank's requirements. If system is down for more than 3 hours during a day it will be treated as breach of service level agreement.	Rs. 50/- per day For violation in a particular branch/center.
2	Appointment of operator cum	within 7 days of award of	Rs.1000/- per month

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	supervisors or operator cum supervisors/ supervisors in the branches/aadhaar center	contract	per centre or part thereof.
3.	Aadhaar data should not be leaked/disclosed	If the data is leaked/disclosed to other than UIDAI/Bank at any time	Penalty charged by UIDAI will be passed on to the Vendor/Operator cum supervisor.

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

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

### 4.1.10 Roles and Responsibilities

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

#### **Who is an Operator cum supervisor or operator cum supervisor / supervisor and what are his/her qualifications?**

An Operator cum supervisor or operator cum supervisor / supervisor is hired by an Agency to execute enrolment at the enrolment stations. To qualify for this role, person should satisfy the following criteria:

- The person should be of age 18 years and above.
- The person shall be 10+2 pass and should preferably be a graduate.
- The person should have been enrolled for Aadhaar and his/her Aadhaar number should have been generated.
- The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.
- The person should have obtained "Operator cum supervisor Certificate" from a Testing and Certification Agency appointed by UIDAI.

#### **Before starting work as an Operator cum supervisor or Operator cum supervisor / supervisor:**

- The person must be engaged and activated by any Enrolment Agency in accordance with UIDAI guidelines prior to commencing enrolments.
- The person should have undergone Training Session conducted by Regional Offices/Enrolment Agency on Aadhaar Enrolment/Update Processes and various equipment and devices used during Aadhaar enrolment.
- The person should have read the complete Training Material on Aadhaar Enrolment/Update available on UIDAI website before giving the certification exam.

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- d. The person should be comfortable with local language keyboard and transliteration
- e. Operator cum supervisor must submit his/her "On boarding Form" along with the required documents to the Enrolment Agency which in turn submit the form to concerned "UIDAI Regional Offices" for verification.
- f. After verification the concerned UIDAI Regional Offices will approve/reject the on boarding with the respective Enrolment Agency.

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### **INSTRUCTION TO BIDDERS**

#### **1. ELIGIBILITY**

- A. Company Should be incorporated or registered in India under the Indian Companies Act, 1956 (Including Section-25 of the Act), the Partnership Act 1932 , Societies Registration Act 1860 , The Indian Trusts act 1882 / it's equivalent in the respective states OR Proprietorship entities having a PAN number.
- B. The Bidder should have been in existence in India for a period of at least 4 years as on 30.9.2019.
- C. Bidder must have experience of working as "Aadhaar Enrolment Vendor" with any bank and should submit a certificate of satisfactory performance from bank as per Annexure-XVI.
- D. The turnover of the company in the last financial year (i.e. 2018-19) should not be less than :
  - a) Rs. 2 crores for making bid for one cluster
  - b) Rs. 3 crore for making bid for two clusters
  - c) Rs. 4 crore for making bid for three clusters
  - d) Rs. 5 crore for making bid for four clusters
- E. Company should have presence in any of the states of the cluster for which it is bidding. If the company does not have presence in any of the states of the cluster then it will have to give an undertaking that the company will ensure its presence in any one state of the cluster within 45 days of awarding the contract. The company must also provide a list of two nodal officers for each cluster within 15 days of awarding the contract. These nodal offices will be responsible for co-ordinating with Circle/Zonal offices and aadhaar operators working in the cluster.
- F. Company should have a team of well versed employees comprising of at least 5 technical staff and 2 supervisors at central level for data analysis and other purposes for business and support to operators. Bank will have authority to check/ scrutinize such information. An undertaking in this respect must be provided along with the technical proposal.

#### **2. POWER OF ATTORNEY/ AUTHORIZATION LETTER OR RESOLUTION COPY**

In case of company, Board Resolution in favour of Authorized Person and Power of Attorney/Authorization letter (from authorized person executed on stamp paper of appropriate value), in case the authorized person delegates authority to another person of the company to sign the Bid documents, is to be submitted with bid documents.

#### **3. COST OF BIDDING**

The Bidder shall bear all the costs associated with the preparation and submission of their bid and Punjab National Bank, hereinafter referred to as "Purchaser" or "Bank", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **4. BIDDING DOCUMENT**

The Bidder is expected to examine all instructions, forms, terms and conditions in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidders' risk and may result in the rejection of its bid without any further reference to the bidder.

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Bidder should submit the bid strictly as per RFP failing which bid will be treated as non-responsive and will be liable for rejection.

### **5. LANGUAGE OF BIDS**

The bids prepared by the bidder and all correspondence and document relating to the bids exchanged by the bidder and PNB, shall be written in English.

### **6. AUTHENTICATION OF ERASURES/ OVERWRITING ETC.**

Any inter-lineation, erasures or overwriting shall not be valid and it will lead to rejection of bid without quoting any reason.

### **7. AMENDMENT OF BIDDING DOCUMENTS**

At any time prior to the last Date and Time for submission of bids, the Bank may, for any reason, modify the Bidding Documents through amendments at the sole discretion of the Bank. All amendments shall be uploaded on the Bank's websites (and <https://etender.pnbnet.in> ) and will be binding on all those who are interested in bidding in order to provide prospective Bidders a reasonable time to take the amendment if any, into account in preparing their bid, the Bank may, at its discretion, extend the deadline for submission of bids. Bidders are required to go through the any subsequent amendment/Corrigendum/clarifications meticulously and submit their queries, if any, at least 2 working days before the bid submission date to avoid any last minute issues.

### **8. VALIDITY OF BID DOCUMENT**

Bid shall remain valid for 6 months from last date of submission of bid prescribed by PNB. A bid valid for shorter period shall be rejected by the purchaser as non- responsive.

### **9. LATE BID**

Any bid received by the Bank after the deadline for submission of bid will be rejected.

### **10. BID CURRENCY**

Prices shall be expressed in the Indian Rupees only

### **11. BID EARNEST MONEY**

Bidder has to submit the Bid Earnest Money (EMD) of **Rs. 3.00 lacs for one cluster, Rs. 4.5 lacs for two Clusters, Rs. 6 Lacs for three clusters and Rs. 7.5 lacs for four clusters**, which may be submitted in the form of online deposit or Bank Guarantee (BG) favouring PUNJAB NATIONAL BANK, PS&FI DIVISION New Delhi and filling all the details as per specified Proforma at **Annexure -XII**. The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank. The BG should have a validity of 6 Months from the last date of submission of bid. Bidder shall be responsible to get the same extended for a further period of 6 months, if required by the Bank. The BG should be submitted at the time of bid submission.

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In case of unsuccessful bidder, EMD will be returned either on completion of tender process or within one month of disqualification of the bidder. No interest will be payable on EMD amount. The EMD will be returned to the successful bidder upon submission of Performance Bank Guarantee and no interest will be payable on EMD amount.

**Details for online payment :**

**IFSC Code:** PUNB0976200

**Bank & Branch :** Punjab National Bank, Dwarka Sector 10, HO Building, New Delhi - 110075

**Account No. 0131002200000021** (16 digits) Imprest account – PNB Financial Inclusion

**Proof of the transaction (printout) to be submitted along with the bid documents.**

### **12. BIDDING PROCESS (TWO STAGES)**

For the purpose of the present job, a two stage bidding process will be followed. The response to the present tender will be submitted in two parts:

- Technical bid
- Commercial bid

The bidders will have to submit the technical bid in Bank's e-tender system as well as in hard copy and commercial bids in only online form through Bank's e-tender system. All documents/letters, addressed to the Bank, should be submitted in Original. (No Photocopies will be acceptable).

#### **a) TECHNICAL BID**

The Technical bid must be submitted in hard bound file in a sealed envelope super scribing **"REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCIES FOR PROVIDING OPERATOR CUM SUPERVISOR AND AADHAAR KIT ON OPEX MODEL"**. Unsealed envelopes will not be accepted. TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and **NOT contain any pricing or commercial information at all**. Technical bid documents with any commercial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Bids of only those bidders would be evaluated further on Technical parameters who comply with all the eligibility criteria's. Only those bidders confirming compliance to all the terms & conditions of RFP document and Technical functionalities shall be short-listed for commercial stage.

#### **b) COMMERCIAL BID**

In the second stage, the COMMERCIAL BID of only those bidders will be opened, who will comply with all the eligibility criteria's and will confirm compliance to all the terms & conditions of RFP document and Technical functionalities in the Technical Evaluation Stage. Base Price will be decided by the Bank and reverse auction will be conducted among the Bidders found technically eligible. **The bidders will be short listed cluster-wise**. The Contract shall be

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awarded to bidders who have quoted the lowest commercial bid (L1) for that cluster after Reverse Auction. **However, Bank may also empanel more than one technically successful bidder for each cluster. Banks decision in this regard will be final.**

### 13. Pre Bid Queries:

The Bidder should carefully examine, understand the scope and terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases, seek clarification in writing in advance, in the same serial order of the RFP by mentioning the relevant Page number and clause number of the RFP. All communications regarding points requiring clarifications on doubts, if any, shall be given in writing to the RFP Co-ordinator by the intending bidders before the timelines specified.

Bidders/OEMs are required to submit pre-bid queries, within the stipulated timelines as given in the General Tender Details, through mail (In excel format only). Bidders/OEMs are also required to bring hard copy of the same queries on their letter head, duly signed and stamped by their authorized signatory. **Queries not submitted in hard copy will not be responded.**

Sr.No.	RFP Page No.	RFP Clause Name & No.	RFP Clause	Bidder's Query/Suggestion/Remarks

The queries submitted before pre-bid meeting and submitted in hard copy as mentioned above, will only be discussed in the pre-Bid meeting and their subsequent responses will be uploaded onto Bank's websites.

Only two persons per bidder/OEM will be allowed to attend the Pre-Bid meeting provided they have authorization letter from competent authority to attend the pre-bid meeting from their company. Bidders/OEM attending the pre-bid are also required to submit a copy of their I-card issued by their company.

No person shall be allowed to attend the Pre-Bid meeting without Proper Authorization letter from their Company and without their Official ID Cards issued by their company.(Any other ID proof such as PAN, DL or Aadhar card will not be accepted)

Bidders are required to go through the RFP and any subsequent Corrigendum's/clarifications meticulously and submit their queries timely to avoid any last minute issues.

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### 14. SUBMISSION OF BID

Bidders are required to strictly submit their bids in electronic form using the e- procurement system at <https://etender.pnbnet.in> by using their digital certificates of Class II and above (both encryption and signing). All the interested bidders should register themselves in the e procurement system <https://etender.pnbnet.in> for submitting the bids online, if they have not done earlier. The RFP document and further corrigendum, if any can also be downloaded from Bank's websites [www.pnbindia.in](http://www.pnbindia.in) & <https://etender.pnbnet.in>. Bids received after closing of the bid in the e-procurement system are summarily rejected without any reason.

#### **The commercial bid should be submitted online only.**

All the Annexures and bid documents are to be uploaded in pdf format during the online bid submission and the same along with technical supporting documents should be submitted manually before the final date & time of bid submission at the following address.

Dy. General Manager,  
Punjab National Bank,  
Priority Sector & Financial Inclusion Division  
Corporate Head Office, 4<sup>th</sup> Floor, West Wing,  
Plot No 4, Sector 10, Dwarka  
New Delhi - 110 075

The hard copy of the technical bid to be submitted should contain all the required annexures in original. Bidder to ensure submission of bid strictly as per the requirement of the RFP. Kindly do not submit any extra documents/certificate which are not required. At the time of physical submission of bid, bidder has to show acknowledgement e-mail received after completion of the bid submission in proof of having submitted the bid online.

### 15. DEADLINE FOR SUBMISSION OF BID

Bids must be submitted not later than the specified date and time mentioned in the Bid Document. If the specified date of submission of bids being declared a holiday for the Purchaser, the bids will be received up to the specified time in the next working day. The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the Purchaser and bidders,

previously subject to the deadline, will thereafter be subject to the deadline extended. All the correspondence should be addressed to Bank at the following address.

Dy. General Manager,  
Punjab National Bank,  
Priority Sector & Financial Inclusion Division



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Corporate Head Office, 4<sup>th</sup> Floor, West Wing,  
Plot No 4, Sector 10, Dwarka  
New Delhi - 110 075

Please note that HASH SUBMISSION and BID RE-ENCRYPTION is a mandatory activity, failing which bidder will not be able to submit the bid. For details you may visit our e-Procurement Site <https://etender.pnbnet.in>. Kindly also note that hard Copy of Technical Bid will be received only after successful Hash Submission and Online bid Re-encryption.

**16. MODIFICATION AND/OR WITHDRAWAL OF BIDS**

Bids once submitted will be treated as final and no further correspondence will be entertained on this. No bid will be modified after the deadline for submission of bids. No bidder shall be allowed to withdraw the bid, if bidder happens to be successful bidder. In case of any deviation in the bid submitted in Online portal and the hard copy bid, the one submitted online will be considered and will be evaluated

**17. CONTACTING THE PURCHASER**

Any effort by a bidder to influence the Purchaser in evaluation of the purchaser's bid, bid comparison or contract award decision may result in the rejection of the Bidders' bid. Purchaser's decision will be final and without prejudice and will be binding on all parties. Bidders are also advised not to indulge in any unnecessary meetings or communications with Bank Officials. Any information necessary for the bidders will be communicated to them through e-mails.

**18. TERMS AND CONDITIONS OF THE BIDDING FIRMS**

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

**19. LOCAL CONDITIONS**

The bidder must acquaint himself with the local conditions and factors, which may have any effect on the performance of the contract and / or the cost

**20. PURCHASERS RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS**

The Purchaser reserves the right to accept or reject any bid and annul the bidding process or even reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or without any obligation to inform the affected bidder or bidders about the grounds for the purchaser's action. The Purchaser reserves the right to accept or reject any technology proposed by any bidder

**21. OPENING OF BIDS**

The Date, time and location of bid opening is as per the tender schedule. Any change in Date, time or location of bid opening will be communicated to the participating bidders through e-mail. The technical bids will be opened in the presence of representatives of the bidders who choose to

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attend. In the event of the specified date of bid opening being declared a holiday for purchaser, the bids shall be opened at the specified time and place on next working day.

### 22. CLARIFICATIONS OF BID

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the bidder for clarification and response shall be submitted in writing, duly signed & stamped by the authorized signatory and no change in the price or substance of the bid shall be sought, offered or permitted. The clarification and response received from bidder will be subsequently part of bid submitted by that bidder.

### 23. PRELIMINARY EXAMINATION

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

If there is any discrepancy between words and figures, the amount in the words will prevail.

The bid determined as not substantially responsive will be liable for rejection by the purchaser and may not be made responsive by the bidder by correction of the non- conformity. The decision of the Bank in this regard will be final.

**The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.**

### 24. REVELATION OF PRICES

The prices in any form or by any reasons should not be disclosed in the technical or other parts of the bid except in the indicative commercial bid. Failure to do so will make the bid liable to be rejected.

### 25. EVALUATION AND AWARD CRITERIA

#### A) First Stage: (Technical Evaluation)

The Technical bid must be submitted in hard bound file in a sealed envelope super scribing **“REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF AGENCIES FOR PROVIDING OPERATOR CUM SUPERVISOR AND AADHAAR KIT ON OPEX MODEL”**. Unsealed envelopes will not be accepted. TECHNICAL BID will contain all the supporting documents regarding eligibility criteria, scope of work, Technical aspects, Compliance statement and Terms & Conditions etc. mentioned in the RFP, and **NOT contain any pricing or commercial information at all**. Technical bid documents with any commercial information will be rejected.

In the first stage, only TECHNICAL BIDs will be opened and evaluated. Bids of only those bidders would be evaluated further on Technical parameters who comply with all the eligibility

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criteria's. Only those bidders confirming compliance to all the terms & conditions of RFP document and Technical functionalities shall be short-listed for commercial stage.

### **24.1 Format for Technical Proposal**

The Technical Proposal should be made in an organized, structured and neat manner. Brochures/ leaflets should not be submitted in loose form. The suggested format for submission of the Technical Proposal is as follows:

1. Earnest Money Deposit (EMD)– Online Deposit ( **proof of the transaction printout**) or **Bank Guarantee (BG)** in separate cover
2. Cost of RFP -Online Deposit (**proof of the transaction printout**)
3. Offer covering letter as per **Annexure I**

### **Technical Proposal - 1 Copy, i.e. Hard Copy**

The Technical proposal should be submitted in the form of one hard copy and one online copy. Hard Copy should be placed in a sealed envelope super-scribed as “**Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**”

The Technical Proposal should be complete in all respects and should contain all information as specified in the RFP, with the exception of the Financial Proposal. The Technical Proposal should not contain any price information; any firms disclosing the Financial Proposal information in the Technical Proposal will be summarily rejected. One Copy of the Technical Proposal should be submitted in one closed envelope to the Bank marked as Hard Copy.

All the relevant pages of the proposal are to be numbered and signed by an authorized signatory on behalf of the Bidder firm. The number should be unique serial number across the document. The Bidder should provide documentary evidence of the authorised signatory for the purpose of this RFP.

The RFP response shall be in the English language only. The contact name, email ID and telephone numbers (mobile & landline) of the Bidder firm shall also be indicated on the sealed cover.

EMD (**Online Deposit proof of the transaction printout**) or **Bank Guarantee (BG)** and Cost of RFP (**Online Deposit proof of the transaction printout**) should be placed in the original Technical Proposal submitted to the Bank.

### **Format for Commercial Proposal:**

The Commercial Proposal needs to be provided in the template provided in **Annexure-XIII**. Commercial proposal should be submitted in only online form separately. The COMMERCIAL

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BID of only those bidders will be opened who will comply with all the eligibility criteria and confirm compliance to all the terms & conditions and technical specifications of the RFP document.

1) The commercial bids shall be opened in the presence of shortlisted bidders, if they choose to be present. The intimation of time and place of opening of commercial bids will be informed separately to the shortlisted bidders only. If the shortlisted bidders or their duly authorized representatives are not present, the commercial bids will be opened in their absence. No information regarding the Commercial opening will be provided later to the bidders who did not attend the commercial opening, neither telephonically nor through mail.

2) After opening of commercial bids as above, commercial evaluation & verification of the bids will be done by the Bank. Any errors will be rectified as per clause on Preliminary Scrutiny.

3) The bidders will be required to quote for all the items required by the Bank.

In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder and final Item wise price shall be arrived.

### **Technical Proposals must be submitted separately in different envelopes.**

The TWO SEPARATE sealed envelopes containing the Eligibility Criteria (as per Annexure-III), Technical Proposal must be submitted in two separate covers to the Bank directly as under:

- ☐ ENVELOPE-1: Eligibility Criteria as per Annexure 03
- ☐ ENVELOPE-2: Technical Proposal: Hard Copy

Each of the above set of the Proposal must be labelled with the following information:

2. Technical/ Financial Proposal as applicable
3. RFP Reference Number and Date
4. Name of the Bidder firm
5. Whether Original/ online

A copy of the RFP along with the addendum duly putting the seal and signature on all the pages of the document for having noted contents and testifying conformance of the terms and conditions.

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### **IMPORTANT POINTS TO BE NOTED**

- a) The sealed bid envelopes should be delivered to the RFP Coordinator at the postal address mentioned in the point **“Key Information on the RFP Response Submission”**. The Bank has defined an RFP Co-ordinator to manage the bid process on behalf of the Bank.
- b) All the queries and communication must be addressed to the RFP Co-ordinator from the Bank.
- c) All envelopes should be securely sealed and stamped. Any discrepancy between the original & duplicate, the original document will prevail.
- d) All correspondence must be provided in writing and addressed to the RFP Co-ordinator at the address provided in the point **“Key Information on the RFP Response Submission”**.
- e) Only one submission of the RFP response by each Respondent will be permitted. In case there are multiple submission by the same organization, the first submission will be treated as final by the Bank for the purpose of evaluation of responses. All responses would be deemed to be irrevocable offers/proposals from the Respondent and may if accepted by the Bank form part of the final contract between the Bank and selected Respondent.
- f) Unsigned responses would be treated as incomplete and are liable to be rejected.

### **26. REVERSE AUCTION**

Bank will hold Reverse Auction in the event of two or more bidders are commercially eligible. Final Item wise price shall be arrived after Reverse Auction. The procedure for the same is available on our e-procurement website. Reverse Auction/s will be conducted on mandatory items only [Table-A of Indicative Commercial bid format (Annexure XIII)]. Base Price, Bid decrement value will be as per Bank's discretion and will be communicated to all commercially eligible bidders only for seeking acceptance.

It will be mandatory for all the bidders to quote rates of all optional components that are required as per RFP. The rates of optional items will be negotiated with the successful bidder only.

- a. If the commercially eligible bidders do not accept the base price and bid decrement value fixed by the Bank within the stipulated time given by the Bank, in such a situation Bank reserves the right to disqualify that/those bidder(s) from further RFP process.
- b. After giving the acceptance by bidder(s) for the base price and decrement value, if the bidder(s) do not login in Bank's E-Auction portal during the Reverse Auction or refuse to participate in Reverse Auction at any time thereafter, then the bidder(s) will automatically get disqualified for further RFP process.
- c. During the course of Reverse Auction if eligible bidders accept the base

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price and do not place any bid below the accepted base price after logging into the Reverse Auction portal, then out of these bidders, the one who has quoted least total price in Table-A of Indicative Commercial bid format (Annexure XIII) shall be treated as L1 bidder and Bank reserves the right to further negotiate with L1 bidder and finalize the final prices.

- d. In case of any situation where Bank is left with only one eligible bidder, then Bank reserves the right to negotiate with that bidder and final Item wise price shall be arrived.

### **27. CONTACTING BANK OR PUTTING OUTSIDE INFLUENCE**

Bidders are forbidden to contact Bank or its Consultants on any matter relating to this bid from the time of submission of commercial bid to the time the contract is awarded. Any effort on the part of the bidder to influence bid evaluation process, or contract award decision may result in the rejection of the bid.

### **28. CANCELLATION OF BID/ BIDDING PROCESS**

PNB reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its action.

### **29. DELAY IN THE BIDDER'S PERFORMANCE**

Performance of the Services shall be made by the bidder in accordance with the time schedule specified by Bank

### **30. GOVERNING LAW AND DISPUTES**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. If, however, the parties are not able to solve them amicably, the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996, and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi.

The bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator or the umpire, as the case may be, obtained. The venue of the arbitration shall be Delhi.

### **31. USE OF CONTRACT DOCUMENTS AND INFORMATION**

The bidder shall not, without the Banks prior written consent, make use of any document or information provided by the Bank or otherwise except for purposes of performing contract. Successful bidder will have to sign Bank's approved Non-Disclosure Agreement (NDA).

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### **32. CONFIDENTIALITY**

The Parties acknowledge that in the course of performing the obligations under this RFP and subsequent Agreement, each party shall be exposed to or acquire information of the other party, which such party shall treat as confidential. Neither party shall disclose the Confidential Information to a third party.

“Confidential Information” means any and all information that is or has been received by the “Receiving Party” from the “Disclosing Party” and that:

- ☐ Relates to the Disclosing Party; and
- ☐ is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or
- ☐ Is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or vendors.
- ☐ Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the Bank with the vendor.
- ☐ “Confidential Materials” shall mean all tangible materials containing Confidential
- ☐ Information, including, without limitation, written or printed documents and computer disks or tapes whether machine or user readable.
- ☐ Information disclosed pursuant to this clause will be subject to confidentiality for the term of contract plus two years. However, where Confidential Information relates to the Bank’s data or data of the Bank customers, including but not limited to the Bank customers” or the Bank employees” personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.
- ☐ Nothing contained in this clause shall limit vendor from providing similar services to any third parties or reusing the skills, know-how and experience gained by the employees in providing the services contemplated under this clause, provided further that the vendor shall at no point use the Bank’s confidential information or Intellectual property.

The Parties will, at all times, maintain confidentiality regarding the contents of this RFP and subsequent Agreement and proprietary information including any business, technical or financial

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information that is, at the time of disclosure, designated in writing as confidential, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

The Parties will keep in confidence and not disclose to any third party any and all Confidential Information available to the Parties, whether such information is given in writing or, is oral or visual, and whether such writing is marked to indicate the claims of ownership and/or secrecy or otherwise. Except as otherwise provided in this RFP, the Parties shall not use, nor reproduce for use in any way, any Confidential Information. The Parties agrees to protect the Confidential Information of the other with at least the same standard of care and procedures used to protect its own Confidential Information of similar importance but at all times using at least a reasonable degree of care.

The Bank expects a single bidder having in-house capabilities to deliver the scope as per the Terms of Reference. **Sub-contracting** of services in whole or part with other firms **shall not be permitted**. In case the Bidder is found to not possess the requisite capabilities, they will be summarily disqualified from the process for this assignment.

The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:

Disclose, transit, reproduce or make available any such confidential information and materials to any person, firm, Company or any other entity other than its directors, partners, advisers, agents or employees, sub-contractors and contractors who need to know the same for the purposes of maintaining and supporting the equipment provided as a part of the contract. The Receiving Party shall be responsible for ensuring that the usage and confidentiality by its directors, partners, advisers, agents or employees, sub-contractors and contractors is in accordance with the terms and conditions and requirements of this RFP; or

- ☐ Unless otherwise agreed herein, use of any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.

In maintaining confidentiality hereunder the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:

- ☐ Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure
- ☐ Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorised access by any third party



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- ☐ Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees, sub-contractors and contractors who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees, sub-contractors and contractors so involved to protect the Confidential Information and materials in the manner prescribed in this document.
- ☐ Upon discovery of any unauthorised disclosure or suspected unauthorised disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof
- ☐ The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party
  - a) Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in the Receiving Party's possession or under its custody and control.
  - b) To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisersto the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party.
  - c) So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any computer, word processor or other device in its possession or under its custody and control.
  - d) To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.
  - e) The rights in and to the data / information residing at the Bank's premises, including at the DRC even in the event of disputes shall at all times solely vest with the PNB.

This shall not be applicable and shall impose no obligation on the receiving party with respect to any portion of Confidential Information which:

- a) was at the time received or which thereafter becomes, through no act or failure on the part of the receiving party, generally known or available to the public;
- b) is known to the receiving party at the time of receiving such information as evidenced by documentation then rightfully in the possession of the receiving party;
- c) is furnished by others to the receiving party without restriction of disclosure;

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- d) is thereafter rightfully furnished to the receiving party by a third party without restriction by that third party on disclosure;
- e) has been disclosed pursuant to the requirements of law or by any court of competent jurisdiction, the rules and regulations of any recognised stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure.
- f) was independently developed by the receiving party without the help of the Confidential Information.

On termination of the RFP and subsequent Agreement, each party must immediately return to the other party or delete or destroy all Confidential Information of the other party and all notes and memoranda (including copies of them) containing Confidential Information of the other party in its possession or control save for that training materials and Documentation that has been provided to the Bank which is contemplated for continued realization of the benefit of the Services. Notwithstanding the foregoing, vendor may retain a copy of such information (but which shall not include customer data and Confidential Information) as may be necessary for archival purpose. Where Confidential Information relates to the Bank's data or data of the Bank customers, including but not limited to the Bank customers" or the Bank employees" personal data or such other information as the Bank is required by banking secrecy or such other laws to protect for an indefinite period, such Confidential Information shall be protected by the receiving party for an indefinite period or until such time when the receiving party no longer has access to the Confidential Information and has returned or destroyed all Confidential Information in its possession.

The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure under the contract shall not confer on the Receiving Party any rights whatsoever beyond those contained in the contract.

Without prejudice to any other rights or remedies which a Party may have, the Parties acknowledge and agree that damages would not be an adequate remedy for any breach of the clause and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of any such provision and no proof of special damages shall be necessary for the enforcement of the rights under this Clause. Further, breach of this Clause shall be treated as "Material Breach" for the purpose of the contract.

The confidentiality obligations shall survive the expiry or termination of the agreement between the vendor and the Bank.

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### **33. ASSIGNMENT**

The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including the vendor's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the vendor under this RFP.

### **34. FORCE MAJEURE**

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages, penalties or termination for default, if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event explicitly beyond the reasonable control of the Bidder and not involving the vendor's fault or negligence and not foreseeable. Such events are Acts of God or of public enemy, acts of Government of India in their sovereign capacity, strikes, political disruptions, bandhs, riots, civil commotions and acts of war.

If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such conditions and the cause thereof within fifteen calendar days. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform vendor's obligations under this Agreement as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

In such a case the time for performance shall be extended by a period(s) not less than duration of such delay. If the duration of delay continues beyond a period of three months, the Bank and vendor shall hold consultations in an endeavour to find a solution to the problem.

### **35. NON-DISCLOSURE**

By virtue of Contract, as and when it is entered into between the Bank and the successful bidder, and its implementation thereof, the successful bidder may have access to the confidential information and data of the Bank and its customers. The successful bidder will enter into a Non-Disclosure Agreement to maintain the secrecy of Bank's data as per following:-

- That the successful bidder will treat the confidential information as confidential and shall not disclose to any third party. The successful bidder will also agree that its employees, agents, sub-contractors shall maintain confidentiality of the confidential information.
- That the successful bidder will agree that it shall neither use, nor reproduce for use in any way, any confidential information of the Bank without consent of the Bank. That the successful bidder will also agree to protect the confidential information of the Bank with at least the same standard of care and procedures used by them to protect its own confidential Information of similar importance. Without limitation of the foregoing, the successful bidder shall use reasonable efforts to advise the Bank immediately in the event

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that the successful bidder learns or has reason to believe that any person who has had access to confidential information has violated or intends to violate the terms of the Contract to be entered into between the Bank and the successful bidder, and will reasonably cooperate in seeking injunctive relieve against any such person.

- That if the successful bidder hires another person to assist it in the performance of its obligations under the Contract, or assigns any portion of its rights or delegates any portion of its responsibilities or obligations under the Contract to another person, it shall cause its assignee or delegate to be bound to retain the confidentiality of the confidential information in the same manner as the Bidder is bound to maintain the confidentiality. This clause will remain valid even after the termination or expiry of this agreement.
- That the successful bidder will strictly maintain the secrecy of Bank's data.

### **36. INDEMNITY**

The Bidder shall indemnify the Bank, and shall always keep indemnified and hold the Bank, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the Bank as a result of:

- ☐ The Bank's authorized / bona fide use of the Deliverables and /or the Services provided by the vendor under this RFP; and/or
- ☐ an act or omission of the Vendor and/or its employees, in performance of the obligations under this RFP; and/or
- ☐ claims made by employees who are deployed by the Vendor, against the Bank; and/or
- ☐ claims arising out of employment, non-payment of remuneration and non-provision of statutory benefits by the vendor to its employees
- ☐ breach of any of the term of this RFP or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the vendor under this RFP; and/or
- ☐ any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
- ☐ breach of confidentiality obligations of the vendor contained in this RFP; and/or
- ☐ Negligence or gross misconduct attributable to the vendor or its employees.

Indemnity would cover damages, loss or liabilities suffered by the Bank arising out of claims made by customer and / or regulatory authorities for reasons attributable to breach of obligations under this RFP and subsequent agreement by the Bidder.

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### TERMS AND CONDITIONS

#### 1. SIGNING OF CONTRACT

The successful bidder(s) shall mandatorily enter into a Service Level Agreement (SLA), Non-Disclosure Agreement (NDA) and integrity Pact (IP) with Bank, within 15 working days of the award of the tender or within such extended period as may be permitted by the Bank. The letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. If the contract is not signed within the given period (15 working days), the EMD will be forfeited after a grace period of 15 working days.

The bidder has to accept all terms and conditions of the Bank and should not impose any of its own conditions upon the Bank. A bidder who does not accept any or all conditions of the Bank shall be disqualified from the selection process at any stage as deemed fit by the Bank.

#### 2. DURATION OF CONTRACT

Bank will enter into contract initially for a period of 2 year with option of further extension of contract, for another two terms of 1 year each, at the same rate and same terms & conditions, provided services of the bidder is satisfactory and at Bank's sole discretion.

Bank reserves right to cancel the contract at any time in case system/Solution/OTS fails to meet any of the requirements as mentioned in the RFP.

#### 3. PERFORMANCE BANK GUARANTEE

The successful bidder has to submit the Performance Bank Guarantee (PBG), detailed as under :

- a) The successful bidder will have to submit Performance Bank Guarantee amounting to 10% of expected business generation (Commercial bid value) based on previous years Aadhaar generation and updation in that given cluster (**For better understanding example is given in annexure XIII(C)**). Separate BG needs to be submitted for each cluster before signing of the agreement, which will be valid for a period of 3 years plus 6 months from the date of entering into contract.
- b) The Bank Guarantee should be issued by any Public Sector Bank or scheduled Commercial Bank other than Punjab National Bank.
- c) In case vendor submits any false information or declaration letter during the tender process or period of rate contract, Bank shall invoke the EMD/ Performance Bank Guarantee submitted by the bidder to recover penalty/damages. In case vendor fails to perform the contract, Bank shall invoke the Performance Bank Guarantee to recover penalty/damages.
- d) No interest on PBG will be paid by Bank.

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### **4. Timelines**

The timelines for enrolment/updation work in individual branch(s) will be decided by the Bank or its respective Zonal Offices.

### **5. Award of Contract**

5.1 The winning Bidder shall submit a detailed Work Plan detailing out the area and branches with the timelines for covering the enrolment work in the geographical area/ allotted branches. The Work Plan should be in line with the RFP in terms of deployment of stationary etc. The Purchaser shall evaluate the same and make necessary modifications which shall be mutually agreed by both parties before issuance of Letter of Intent.

5.2 The Purchaser shall issue a Letter of Intent to the selected Bidder after mutual acceptance of the Work Plan

5.3 The Bidders will sign the contract as per the standard form of contract within 15 working days of issuance of the letter of intent. Bank will convey the list of bidders & price quoted per enrolment for each cluster to our respective Zonal Offices/RRBs.

5.4 The Bidder is expected to commence the assignment on the date and at the location specified in the Annexure-XIII. In case the winning Bidder fails to start the enrolment/updation work within 30 days of issue of Letter of Award of Work/ Letter of Intent, then the Purchaser may cancel the award of work/ or penalise as deemed fit.

### **6. Payment to the Agency**

Payments shall be made to the Agency by the Registrar/EA on a monthly basis within 15 days of receiving the MIS (AGR) from UIDAI on the number of successful enrolments/updations completed less penalties if any as per UIDAI requirements and coverage of the scope of work. This payment shall be subject to raising the invoice along with adherence to the Service Level Agreements and after receipt of payment from UIDAI by the Bank.

### **7. Technical Bid / Proposal**

It is the responsibility of the applicants to provide all supporting documents necessary to fulfil the mandatory eligibility criteria. In case, information required by Punjab National Bank is not provided by applicant, Punjab National Bank shall proceed with evaluation based on information provided and shall not request the applicant for further information. Hence, responsibility for providing information as required in this form lies solely with applicant.

#### **7.1 Technical Proposal Submission Form**

The Bidders shall submit the Technical Submission Form as given in Annexure I

#### **7.2 Technical Proposal Application Form**

The Bidders shall submit the Technical Proposal Application Form as given in Annexure II

### **8. Financial / Commercial Proposal Forms**

The bidder shall quote the total cost for providing services as per the Scope of Work given in Section 4 which shall include the cost for collection of demographic and biometric details of residents as per the requirements of the Punjab National Bank and UIDAI and the cost for providing other additional services specified in the Scope of Work. The total cost quoted shall be

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inclusive of all expenses like travel and lodging, cost of setting up centers/ Aadhaar Kits with operator cum supervisor and mobile units, taxes and duties.

### **9. Dispute Resolution**

The Bank and the Bidder shall make every effort to resolve amicably, by direct informal negotiation between the respective project managers/ directors of the Bank and the Bidder, any disagreement or dispute arising between them under or in connection with the contract.

If the Bank project manager/director and Bidder project manager/ director are unable to resolve the dispute after thirty days from the commencement of such informal negotiations, they shall immediately escalate the dispute to the senior authorized personnel designated by the Bidder and the Bank respectively.

If after thirty days from the commencement of such negotiations between the authorized personnel designated by the Bidder and the Bank, the Bank and the Bidder have been unable to resolve contractual dispute amicably, either party may require that the dispute be referred for resolution through formal arbitration.

All questions, disputes or differences arising under and out of, or in connection with the contract or carrying out of the work whether during the progress of the work or after the completion and whether before or after the determination, abandonment or breach of the contract shall be referred to arbitration by a sole Arbitrator acceptable to both parties OR the number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as the chairman of the proceedings. Arbitration will be carried out at the Bank's office that placed the order. The Arbitration and Conciliation Act 1996 or any statutory modification thereof shall apply to the arbitration proceedings.

The arbitral award shall be in writing, state the reasons for the award, and be final and binding on the parties. The award may include an award of costs, including reasonable attorneys' fees and disbursements. Judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant Party or its assets.

### **10. Governing Laws**

The subsequent contract shall be governed and construed and enforced in accordance with the laws of India applicable to the contracts made and to be performed therein, and both Parties shall agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Delhi shall have exclusive jurisdiction to try and adjudicate such disputes to the exclusion of all other courts.

### **11. Notices and other Communication**

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If a notice has to be sent to either of the parties following the signing of the contract, it has to be in writing and shall be sent personally or by certified or registered post with acknowledgement due or overnight courier or email duly transmitted, facsimile/fax transmission (with hard copy to follow for email/fax), addressed to the other party at the addresses, email and fax number given in the contract.

Notices shall be deemed given upon receipt, except that notices sent by registered post in a correctly addressed envelope shall be deemed to be delivered within 5 working days (excluding Sundays and public holidays) after the date of mailing dispatch and in case the communication is made by facsimile transmission or email, on business date immediately after the date of successful facsimile/email transmission (that is, the sender has a hard copy of a confirmation page evidencing that the facsimile was completed in full to the correct fax number or email sent to correct email address). Any Party may change the address, email address and fax number to which notices are to be sent to it, by providing written notice to the other Party in one of the manners provided in this section.

### **12. Penalty and Liquidated Damages**

1) If the selected Bidder fails to complete the due performance of the contract in accordance with the specifications and conditions agreed during the final contract negotiation, the Bank reserves the right to recovery penalty @ 0.5% of the contract value per week or part thereof maximum up to 10% of contract price as Penalty for non-performance/ delayed performance.

2) If the selected Bidder fails to adhere to the time schedule or fails to complete the due performance of the obligations under this RFP as per Bank's satisfaction, then the Bank can repudiate the contract and recover 10% of the contract value as Liquidated Damages from the selected Bidder.

3) The Penalty and Liquidated Damages as mentioned above shall be independent to each other and will be levied separately or jointly as the case may be as per discretion of the Bank.

### **13. Assignment**

The Bidder agrees that the Bidder shall not be entitled to assign any or all of its rights and or obligations under this RFP and subsequent Agreement to any entity including the vendor's affiliate without the prior written consent of the Bank.

If the Bank undergoes a merger, amalgamation, takeover, consolidation, reconstruction, change of ownership, etc., this RFP along with the subsequent Addendums published shall be considered to be assigned to the new entity and such an act shall not affect the rights of the vendor under this RFP.



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### **14. Waiver**

No failure or delay on the part of either party relating to the exercise of any right power privilege or remedy provided under this RFP document or subsequent agreement with the other party shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party nor shall any single or partial exercise of any right power privilege or remedy preclude any other or further exercise of such or any other right power privilege or remedy provided in this RFP document all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to either party at law or in equity.

### **15. Termination**

The Bank shall have the option to terminate this RFP and/ or any subsequent agreement and/ or any particular order, in whole or in part by giving Bidder at least 60 days prior notice in writing. It is clarified that the Bidder shall not terminate this RFP & the subsequent Agreement for convenience.

However the Bank will be entitled to terminate this RFP and any subsequent agreement, if Bidder breaches any of its obligations set forth in this RFP and any subsequent agreement and

- ☐ Such breach is not cured within ninety (90) Days after Bank gives written notice; or
- ☐ if such breach is not of the type that could be cured within ninety (90) Days, failure by Bidder to provide Bank, within ninety (90) Days, with a reasonable plan to cure such breach, which is acceptable to the Bank. Or

This RFP and subsequent Agreement shall be deemed to have been terminated by either Party one day prior to the happening of the following events of default:

- ☐ The other Party becomes unable to pay its debt as they fall due or otherwise enters into any composition or arrangement with or for the benefit of its creditors or any class thereof;
- ☐ A liquidator or a receiver is appointed over all or a substantial part of the undertaking, assets or revenues of the other Party and such appointment continues for a period of twenty one (21) days;
- ☐ The other Party is subject of an effective resolution for its winding up other than a voluntary winding up for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the other Party; or
- ☐ The other Party becomes the subject of a court order for its winding up.

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The Bidder understands the largeness of this Project and that it would require tremendous commitment of financial and technical resources for the same from the Bidder for the tenure of this RFP and subsequent Agreement. The Parties therefore agree and undertake that an exit at any point in time resulting due to expiry or termination of this RFP and subsequent Agreement for any reason whatsoever would be a slow process over a period of three (3) months, after the completion of the notice period of three (3) months. During this period, the vendor shall continue to provide the Deliverables and the Services in accordance with this RFP and subsequent Agreement and shall maintain the agreed Service levels.

Immediately upon the date of expiration or termination of the RFP and subsequent Agreement, the Bank shall have no further obligation to pay any fees for any periods commencing on or after such date.

Without prejudice to the rights of the Parties, upon termination or expiry of this RFP and subsequent Agreement, the Bank shall pay to vendor, within thirty (30) days of such termination or expiry, of the following:

- ☐ All the undisputed fees outstanding till the date of termination;

Upon the termination or expiry of this RFP and subsequent Agreement: The rights granted to the vendor shall immediately be terminated.

- ☐ Upon the Bank's request in writing, the vendor shall be under an obligation to transfer to the Bank or its designee(s) the Deliverables being used by the vendor to perform the Services free and clear of all liens, security interests, or other encumbrances at a value calculated as stated.

### **16. Publicity**

Any publicity by the Bidder in which the name of the Bank is to be used should be done only with the explicit written permission of the Bank.

### **17. Solicitation of Employees**

The Bidder during the term of the contract shall not without the express written consent of the Bank, directly or indirectly: a) recruit, hire, appoint or engage or attempt to recruit, hire, appoint or engage or discuss employment with or otherwise utilize the services of any person who has been an employee or associate or engaged in any capacity, by the Bank in rendering services in relation to the contract; or b) induce any person who shall have been an employee or associate of the Bank at any time to terminate his/ her relationship with the Bank.

### **18. Inspection of Records**

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All Bidder records with respect to any matters covered by this RFP shall be made available to auditors and or inspecting officials of the Bank and/or Reserve Bank of India and/or any regulatory authority, at any time during normal business hours, as often as the Bank deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. The said records are subject to examination. The Bank's auditors would execute confidentiality agreement with the vendor provided that the auditors would be permitted to submit their findings to the Bank, which would be used by the Bank. The cost of the audit will be borne by the Bank. The scope of such audit would be limited to Service Levels being covered under the contract, and financial information would be excluded from such inspection, which will be subject to the requirements of statutory and regulatory authorities.

### **19. Signing of Pre Contract Integrity Pact**

The bidder should submit Original Executed Integrity Pact along with the technical bid. The Integrity Pact must be executed on stamp paper of applicable value and must be signed by all the witnesses also. The Performa of Integrity Pact is as per (Annexure –XIX)

### **20. Compliance with Laws**

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify the Bank about all the prevailing laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this RFP and shall indemnify, keep indemnified, hold harmless, defend and protect the Bank and its employees / officers/staff / personnel / representatives / agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from. Compliance with all applicable laws shall be limited to laws which are directly/ indirectly affecting Bank's business due to the services provided as part of this RFP. However statutory compliance for providing the service mentioned in the RFP needs to be carried out by the vendor.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, the Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate the bank and its employees/ officers/Staff/Personnel/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and the Bank will give notice of any such claim or demand of liability within reasonable time to the vendor.

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This indemnification is only a remedy for the Bank. The Bidder is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity shall exclude indirect, consequential and incidental damages.

### **21. Order Cancellation**

The Bank will provide the selected Bidder a remedy period of 30 days to rectify a default or given situation. The Bank will provide in writing the nature of the default to the selected Bidder through a letter or mail correspondence. The 30 day time period will commence from the day the Bank has sent such correspondence to the selected Bidder.

The Bank reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to the Bank alone:

- ☐ Delay in implementation beyond the specified period that is agreed in the contract that will be signed with the successful bidder.
- ☐ Discrepancy in the quality of service/ security expected during the implementation, rollout and subsequent maintenance process.
- ☐ Failure of the Bidder make good the situation within the remedy period
- ☐ The selected Bidder commits a breach of any of the terms and conditions of the RFP/ contract.
- ☐ The selected Bidder becomes insolvent or goes into liquidation voluntarily or otherwise
- ☐ An attachment is levied or continues to be levied for a period of 7 days upon effects of the tender.

### **22. Corrupt and Fraudulent Practices**

As per Central Vigilance Commission (CVC) directives, it is required that Bidders / Suppliers / Contractors observe the highest standard of ethics during the procurement and execution of such contracts in pursuance of this policy:

- ☐ "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of values to influence the action of an official in the procurement process or in contract execution AND
- ☐ "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the Bank and includes collusive practice among Bidders (Prior to or after Bid Submission) designed to establish bid prices at

## **RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.

The Bank reserves the right to reject a proposal for award if it determines that the vendor recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Bank reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time as per the Bank's discretion, to be awarded a contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

### **23. Violation of Terms**

The Bank shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the vendor from committing any violation or enforce the performance of the covenants, obligations and representations contained in this RFP. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Bank may have at law or in equity, including without limitation a right for recovery of any amounts and related costs and a right for damages.

### **24. Authorized Signatory**

The selected Bidder shall indicate the authorized signatories who can discuss and correspond with the Bank, with regard to the obligations under the contract. The selected Bidder shall submit at the time of signing the contract, a certified copy of the resolution of their Board, authenticated by the Company Secretary/Director, authorizing an official or officials of the company or a Power of Attorney copy to discuss, sign agreements/contracts with the Bank. The vendor shall furnish proof of signature identification for above purposes as required by the Bank.

### **24. Non-Disclosure Agreement**

The selected Bidder shall execute Non-Disclosure Agreement (NDA). The selected Bidder shall execute the NDA within two months from the date of acceptance of letter of appointment.

### **25. Right to Reject Proposals**

The Bank reserves the absolute and unconditional right to reject the response to this RFP if it is not in accordance with its requirements and no correspondence will be entertained by the Bank in the matter. Proposals received from Respondents are liable to be rejected if:

- ☐ It is not in conformity with the instructions mentioned in the RFP document.
- ☐ It is not accompanied by the requisite Cost of RFP and Earnest Money Deposit (EMD).

## **RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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- ☐ It is not properly or duly signed.
- ☐ It is received through email / fax.
- ☐ It is received after expiry of the due date and time.
- ☐ It is incomplete including non- furnishing the required documents.
- ☐ It is evasive or contains incorrect information.
- ☐ There is canvassing of any kind.
- ☐ It is submitted anywhere other than the place mentioned in the RFP.

### **26. Principal to Principal Relationship**

The employee engaged by the vendor shall be deemed to be the employees of Vendor only, and the Bank shall not be connected with the employment or the terms and conditions thereof in any way. The vendor alone would comply with the statutory obligations and Labour Regulations/Rules in this regard. None of the provisions of this Agreement shall be deemed to constitute a partnership between the parties hereto, and neither party shall have authority to bind the order except as specifically provided for hereunder. Neither party hereto is the agent of the other and there is no master-servant relationship between the parties. The relationship is on principal to principal basis.

The Vendor shall be responsible for payments of all statutory dues with respect to each of its personnel/employees engaged by it to render service under this Agreement with respect to each applicable Labour law, including, the Minimum Wages Act, 1948, the Payment of Wages Act, 1936, the Payment of Bonus Act, 1965, the Employees' State Insurance Act, 1948, the Payment of Gratuity Act, 1972, the Maternity Benefit Act, 1961, the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, etc. No dues/contributions under any labour legislations, as applicable, are payable by the Bank with respect to the Vendor's personnel/employees. The vendor will have no claims whatsoever against the Bank with respect to payment of statutory dues/contributions to personnel/employees of under applicable labour legislations.

### **27. Limitation of Liability**

The Bidder's aggregate liability in connection with obligations undertaken as a part of the RFP regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the Total Contract Value.

Bidder's liability in case of claims against the Bank resulting from Wilful Misconduct or Gross Negligence of Bidder, its employees and Subcontractors or from infringement of patents,

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

The Bank shall not be held liable for and is absolved of any responsibility or claim / litigation arising out of the use of any third party software or modules supplied by Bidder as part of procurement under the RFP.

It is expressly agreed between the Parties that for any event giving rise to a claim, the Bank shall have the right to make a claim (including claims for indemnification under the procurement in this RFP) against the vendor.

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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**Annexure I**

**Technical Proposal Covering Letter**

(To be submitted on the Letter head of the applicant in a separate closed cover)

To,

Dy. General Manager,  
Punjab National Bank,  
Priority Sector & Financial Inclusion Division  
Corporate Head Office, 4<sup>th</sup> Floor, West Wing,  
Plot No 4, Sector 10, Dwarka  
New Delhi - 110 075

Contact Phone No. 011-28044363

Email ID : hofid@pnb.co.in/fidkioskhelp@pnb.co.in

Dear Sir,

**Ref : Request for Proposal (RFP) Tender Ref:-**

**DT.26.12.2019**

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP, Tender Ref No- .....for UID Project, in full conformity with the said RFP document including subsequent clarifications / addendums.
2. We have read the provisions of the RFP document and confirm that these are acceptable to us. Hence, we are hereby submitting our Proposal, which includes this Technical Proposal in sealed envelope.
3. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We agree to abide by this RFP including subsequent clarifications, consisting of this letter, the detailed response to the RFP – Technical proposal and all attachments, for a period of 180 days from the closing date fixed for submission of proposal as stipulated in the RFP document.
5. We would like to declare that we are not involved in any litigation with any Government in India and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
6. We hereby declare that we have not been blacklisted by any Central/ State/ UT Government / PSU / PSE during last two years.



**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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7. We hereby declare that our company's loan account accounts are not classified as NPA in any Bank as on date.
8. We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government / PSU / PSE.
9. We hereby declare that all the information and statements made in this Technical Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
10. We understand that Punjab National Bank is not bound to short-list / accept any proposal received in response to this RFP.
11. In case we are engaged by the Punjab National Bank as an Agency for providing Operator cum supervisor and Aadhaar Kit (on Opex model ) as specified by UIDAI, we shall provide any assistance/cooperation required by Punjab National Bank, 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.
12. We ensure that our Operator cum supervisors will be providing any additional services as required by UIDAI/Bank from time to time in relation to Aadhaar enrolment.
13. In case we are engaged as an Agency, we agree to abide by all the terms & conditions of the Contract that will be issued by Punjab National Bank.
14. We undertake to comply all the **PF, ESIC, Minimum Wages Act, Labour Act and any other Statutory requirement as Applicable** which are related to engaging Operator cum supervisor and providing you on hire basis. We undertake to provide the Operator cum supervisors who are duly trained and certified as required by UIDAI. And also provide the Aadhaar Kits as per specifications of UIDAI.
15. We also undertake that :-
  - a) Our company have been in existence in India for a period of at least 4 years as of 30.11.2019.
  - b) Our company is incorporated or registered in India under the Indian Companies Act, 1956 (Including Section-25 of the Act), the Partnership Act 1932 , Societies Registration Act 1860 , The Indian Trusts act 1882 / it's equivalent in the respective states OR Proprietorship entities having a PAN number.
  - c) This Tender/Contract cannot be sublet / transferred.

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

- d) All personnel provided by our company will be on the payrolls of the Contractor/Company and there will be no Employee and Employer relationship between the personnel engaged by the Agency/ Contractor and the Bank.
- e) We shall ensure the availability of a reliever in case of need and a substitute is provided if a person is absent / on leave.
- f) We shall ensure to get the Police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character.
- g) We shall keep confidential any information obtained under the contract and shall not divulge the same to any other person without consent in writing by Punjab National Bank. In case of non-compliance of the confidential agreement, the contract is liable to be cancelled by Punjab National Bank. Further, Punjab National Bank shall have right to regulate Bidder Staff.
- h) Any other services which might not have been specifically mentioned in this contract but are necessary for the performance or completeness of the contract as per guidelines of UIDAI/Bank from time to time shall be provided/rendered by our company.
- i) We will submit unconditional undertaking that in case of their selection they will put in place all required hardware / software necessary to render the requisite services, at their own cost and as per UIDAI specifications. Tentative requirement for the same is given under "Mandatory Requirements" under "Setting up of Enrolment station" at item 4.1.2 of RFP.
- j) We will make changes in application / system as per guidelines issued by UIDAI and other regulatory body free of cost.
- k) We will support for Audit conducted by internal / external auditors / UIDAI.
- l) We will submit undertaking that they will ensure 99.90% uptime. Ensuring network availability will be the sole responsibility of selected bidder.
- m) After UIDAI mandate, going forward, our company will ensure that all Aadhaar related enrolment/ updation / authentications/transactions would be done through registered devices. Any biometric device involved in Aadhaar transactions need to be registered with UIDAI.
- n) All devices would be as per UIDAI standard.
- o) We have submitted the proposal for the following clusters :

<b>Cluster List</b>	<b>Please tick or put cross against the cluster for which bid is being submitted (✓) or (X)</b>
Cluster 1	
Cluster 2	
Cluster 3	
Cluster 4	

We hereby declare that Bank will evaluate all technical and commercial bid (if technically qualified) for only those clusters for which we have given consent in item no. 15 (o).

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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Our correspondence details with regard to this RFP is :

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

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

Sincerely,

[Applicant's Name with seal]

Name:

Title:

Signature:

Date:

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

**Annexure II**

**Technical Proposal Application Form**

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

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

12.	Schedules (and corresponding Geographical areas) where the Agency is interested in undertaking work (mandatory information)	
13.	<p>Details of previous UID enrolments work awarded undertaken by the bidder:</p> <p>a) Name of Registrar:</p> <p>b) Period of contract:</p> <p>c) Number of enrolment awarded :</p> <p>d) Geographical area (Clusters) for which enrolment awarded :</p>	

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

(Signature & Seal of company)

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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**Annexure III**

**Letter of Authorization for Submission of the Proposal**

To,

The Deputy General Manager  
Priority Sector & Financial Inclusion Division  
Punjab National Bank  
Head Office  
4<sup>th</sup> Floor, West Wing, Plot No. 4, Sector 10, Dwarka, New Delhi-75, India

Dear Sir,

SUB: Authorization Letter for submission of the proposal in response to the RFP

REF: Your RFP .....Dated.....

This has reference to your above RFP for **Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**, Mr/ Ms is hereby authorised to submit the proposal documents, to submit on-line-sealed proposal, and to sign the contract on behalf of our organisation for all the systems/ goods required by the Bank as called for vide the Bank's request for proposal vide above referred RFP on behalf of our organization. We confirm that the person so authorised above has digital signatures and confirm that all the prices quoted in on-line-sealed bid by him shall be binding on us. He/ She is also authorised to take decisions on behalf of the company till RFP process is completed. Certified photocopy of Power of Attorney (POA) of the person authorising such person is duly submitted.

We hereby extend our full guarantee and warranty as per Clauses of Contract for the goods and services offered for supply by the above firm against this RFP.

The specimen signature is attested below:

Specimen signature of Representative

Signature of Authorizing Authority

Name of Authorizing Authority (Certified Xerox copy of POA of authorized Signatory/authority is to be submitted)

Note:

- 1) This letter of authority should be on the letterhead of the principal on whose behalf the proposal is submitted and should be signed by a person competent and having the power of attorney to bind the principal. It should be included by the bidder in its proposal.

**(Annexure – IV)**

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

**Eligibility Cum Technical Proposal**

**ELIGIBILITY CRITERIA**

S. No.	Details	Support documents to be submitted	Compliance (Yes/No)
1	The Bidder must be incorporated or registered in India under the Indian Companies Act, 1956 ( Including Section-25 of the Act) , the Partnership Act 1932 , Societies Registration Act 1860 , The Indian Trusts act 1882 / it's equivalent in the respective states OR Proprietorship entities having a PAN number.	Certified copy of the Certificate of Incorporation issued by the Registrar of Companies and Certificate of Commencement of business issued by the Registrar of Companies (For Public Limited Company) OR relevant documents.	
2	The Bidder should have been in existence in India for a period of at least 4 years as of 30.9.2019.	Bidder to submit proof of existence	
3	The firm should have in-house capability to take up assignment on their own and not through any associates. Joint and collative bids will not be accepted.	Undertaking Letter	
4	Declaration / self-affidavit by the Respondents/bidding firms as to their technical suitability.	On the Company Letter Head	
5	Bidder Must have experience of at least 2 years of working as "Aadhaar enrolment Vendor" with any bank with satisfactory performance.	Certificate from Bank of satisfactory performance ( Annexure-XVI)	
6	The turnover of the company in the last financial year (i.e. 2018-19) should not be less than : a) Rs. 2 crores for making bid for one cluster b) Rs. 3 crore for making bid for two clusters c) Rs. 4 crore for making bid for three clusters d) Rs. 5 crore for making bid for four clusters	Certified copy of Audited Financial statement (and annual reports, if applicable) for the last financial year and also certificate from Auditor to this effect.	
7	Company should have presence in any of the states of the cluster for which is submitted. If the company does not have presence in any state of the cluster then it will have to give an undertaking that the company will ensure its presence in those clusters within 45 days of awarding the contract. The company must also provide a list of two nodal officers for each cluster within seven days of award of contract.	Proof of presence any of the state of the cluster like registered office/branch office/ business office	
8	Company should have a team of well versed employees comprising of at least 5 technical staffs, 2 supervisors for data analysis and other purposes for business and support to operators. In deserving cases bank has authority to check/ scrutinize such information	Undertaking on company letter head	



**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

**ANNEXURE - V**

**BIDDER'S INFORMATION**

S. No.	Information	Particulars / Response			
1	Company Name				
2	Constitution				
3	Date of Incorporation				
4	Company Head Office Address				
5	Registered office address				
6	GST No.				
7	Whether MSE(quote registration no. and date of registration, copy to be attached)				
9	Bank Account Detail : Account Number, Account Name, IFSC, Bank Name				
10	Name, Designation, Tel. No, E-Mail of the authorized signatory submitting the RFP (Please enclose the copy of board resolution)				
11	Specimen Full signature				
12	Contact persons address, telephone number, mobile number, Fax Number, E-Mail ID. (give at least 2 contact persons details)				
13	Details of Service Support Centre (attach separate sheet, if required)	Complete Address : No. of Support Engineers : Contact Person (Name & No.) : Email ID :			
14	Whether company has been blacklisted for service deficiency in last 3 years. If yes, details thereof.				
15	Any pending or past litigation (within three years)? If yes please give details	Yes/No/Comments (if option is 'Yes')			
16	Please mention turnover for last three financial years and include the copies of Audited Balance Sheet in support of it.	<b>FY</b>	<b>Turnover Rs.(in Cr)</b>	<b>Net Profit/Loss Rs. (in Cr)</b>	<b>Net Worth Rs. (in Cr)</b>
		<b>2016-17</b>			

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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		<b>2017-18</b>			
		<b>2018-19</b>			

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

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

**Signature of Authorized Signatory**

**Name of Signatory :**

**Designation :**

**Email ID :**

**Mobile No :**

**Telephone No. :**

**Seal of Company :**

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

**ANNEXURE VI**

**COMPLIANCE STATEMENT**

**Reg : RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model.**

**Please note that any deviations mentioned elsewhere in the bid will not be considered and evaluated by the Bank. Bank reserve the right to reject the bid, if bid is not submitted in proper format as per RFP.**

<b>Compliance</b>	<b>Description</b>	<b>Compliance (Yes/No)</b>
Terms and Conditions	We hereby undertake and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	
Scope of work and/ Technical Specification	We certify that the systems/services offered by us for tender conform to the Scope of work and technical specifications stipulated by you. (Any deviation may result in disqualification of our bid).	
RFP, Clarifications & subsequent Corrigendum/s, if Any.	We hereby undertake that we have gone through RFP, clarifications & Corrigendum/s issued by Bank and agree to abide by all the terms and conditions including all annexure, corrigendum(s) etc. stipulated by the Bank in this RFP. (Any deviation may result in disqualification of our bid).	

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company**

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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**ANNEXURE – VII**

**LITIGATION CERTIFICATE**

**Reg : RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model.**

This is to certify that M/s \_\_\_\_\_, a company incorporated under the companies \_\_\_\_\_ act, \_\_\_\_\_ 1956 with \_\_\_\_\_ its \_\_\_\_\_ headquarters \_\_\_\_\_ at, \_\_\_\_\_ is not involved in any litigation which threatens solvency of the company.

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

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

**Signature of CA/Statutory Auditor**

**Name of CA/Statutory Auditor :**

**Designation :**

**Seal of Company**

**Email ID :**

**Mobile No :**

**Telephone No. :**

**Seal of Company :**

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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**ANNEXURE –VIII**

**UNDERTAKING FOR NON- BLACKLISTED**

**To be provided on letter head of the Bidder's Company**

The Deputy General Manager  
Priority Sector & Financial Inclusion Division  
Punjab National Bank  
Head Office, 4<sup>th</sup>Floor,WestWing,plot No.-4,Sector-10  
Dwarka.New Delhi – 110 075

Sir,

**Reg : RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model.**

We M/s \_\_\_\_\_, a company incorporated under the companies act,  
1956 with its headquarters at,  
\_\_\_\_\_ do hereby confirm that  
we have not been blacklisted/ debarred by the Government / Government agency / Banks /  
Financial Institutions in India during last 3 years.  
This declaration is been submitted and limited to, in response to the tender reference mentioned  
in this document

Thanking You,  
Yours faithfully,

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

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

**Signature of Authorized Signatory**

**Name of Signatory:**

**Designation:**

**Email ID:**

**Mobile No:**

**Telephone No.:**

**Seal of Company:**

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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**Annexure - IX**

**Undertaking**

To

The Deputy General Manager  
Priority Sector & Financial Inclusion Division  
Punjab National Bank  
Head Office  
4<sup>th</sup> Floor, West Wing, Plot No. 4,  
Sector 10, Dwarka, New Delhi-75, India

Sir,

**Sub : RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model.**

- 1) Having examined the RFPs including all Annexures and Appendices, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply, deliver, implement and commission ALL the items mentioned in the "Request for Proposal" and the other schedules of requirements and services for Punjab National Bank and RRBs sponsored by Punjab National Bank and the to be amalgamated entities, in conformity with the said RFPs in accordance with the schedule of Prices indicated in the Financial Proposal and made part of this RFP.
- 2) If our Proposal is accepted, we undertake to comply with the delivery schedule as mentioned in the RFP.
- 3) We agree to abide by this Financial Proposal for 180 days from the date of the Financial Proposal opening and our Offer shall remain binding on us and may be accepted by the Bank any time before expiry of the offer.
- 4) This Proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.
- 5) We agree that the Bank is not bound to accept the lowest or any Bid the Bank may receive.
- 6) We certify that we have provided all the information requested by the Bank in the format requested for. We also understand that the Bank has the exclusive right to reject this offer in case the Bank is of the opinion that the required information is not provided or is provided in a different format.

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar  
Kit on Opex model**

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Dated this.....by .....2019

Yours faithfully,

Signature of the Authorized Signatory

Name :

Designation :

Name of the bidding Firm :

Address :

*(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)*

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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**Annexure - X**

**Conformity with Hardcopy Letter**

***(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)***

To  
The Deputy General Manager  
Priority Sector & Financial Inclusion Division  
Punjab National Bank  
Head Office  
4<sup>th</sup> Floor, West Wing, Plot No. 4, Sector 10, Dwarka, New Delhi-75, India

Sir,

**Sub RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model.**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "**RFP**") issued by Punjab National Bank ("**Bank**") we hereby covenant, warrant and confirm as follows:

The soft-copies of the proposal submitted by us in response to the RFP and the related addendums and other documents including the changes made to the original RFPs issued by the Bank, conform to and are identical with the hard-copies of aforesaid proposal submitted by us, in all respects.

Yours faithfully,

Signature of the Authorized Signatory

Name :

Designation :

Name of the bidding Firm :

Address :



**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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**Annexure - XI**

**Conformity Letter**

***(This letter should be on the letterhead of the bidder duly signed by an authorized signatory)***

To  
The Deputy General Manager  
Priority Sector & Financial Inclusion Division  
Punjab National Bank  
Head Office  
4<sup>th</sup> Floor, West Wing, Plot No. 4, Sector 10, Dwarka, New Delhi-75, India

Sir,

**Sub : RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model.**

Further to our proposal dated ....., in response to the Request for Proposal (Bank's tender No. hereinafter referred to as "RFP") issued by Punjab National Bank ("Bank") we hereby covenant, warrant and confirm as follows:

We hereby agree to comply with all the terms and conditions / stipulations as contained in the RFP and the related addendums and other documents including the changes made to the original RFPs issued by the Bank shall form a valid and binding part of the aforesaid RFP document. The Bank is not bound by any other extraneous matters or deviations, even if mentioned by us elsewhere either in our proposal or any subsequent deviations sought by us, whether orally or in writing, and the Bank's decision not to accept any such extraneous conditions and deviations will be final and binding on us.

Yours faithfully,

Signature of the Authorized Signatory

Name :

Designation :

Name of the bidding Firm :

Address :

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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**Annexure - XII**

**BID SECURITY FORM**

(FORMAT OF BANK GUARANTEE (BG) IN LIEU OF EARNEST MONEY DEPOSIT)

To:

The Deputy General Manager

Priority Sector & Financial Inclusion Division

Punjab National Bank

Head Office

4<sup>th</sup> Floor, West Wing, Plot No. 4, Sector 10, Dwarka, New Delhi-75, India

WHEREAS \_\_\_\_\_ (hereinafter called "the Bidder") has submitted its bid dated \_\_\_\_\_ (date of submission of bid) for providing services for **"Providing Operator cum supervisors and Aadhaar Kit on Opex model ."** in response to Punjab National Bank's Request for Proposal ( RFP ) No. \_\_\_\_\_ (hereinafter called "the Bid" ). KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ (name of bank) of \_\_\_\_\_ (name of country) having our registered office at \_\_\_\_\_ (address of bank) (hereinafter called "the Bank") are bound unto Punjab National Bank (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_ for which payment will 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

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

(a) fails or refuses to execute the mutually agreed Contract Form if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Terms and Conditions of the Contract;

We undertake to pay 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 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 and including 180 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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Notwithstanding any other term contained herein

- a) this guarantee shall be valid only up to \_\_\_\_\_ (Insert Guarantee End Date) whereupon it shall automatically expire irrespective of whether the original guarantee is returned to the Bank or not; and
- b) the total liability of Bank under this guarantee shall be limited to Rs. \_\_\_\_\_ ( \_\_\_\_\_ Lacs only).

Place :

SEAL

Code No.

SIGNATURE

**NOTE :**

- 1. BIDDER SHOULD ENSURE THAT THE SEAL & CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF BG
- 2. STAMP PAPER IS REQUIRED FOR THE BG ISSUED BY THE BANK LOCATED IN INDIA.

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

**Annexure - XIII**

**Commercial Bid Format**  
(To be submitted online only)  
**Financial Proposal Form**

Cluster No.	States in cluster	New Aadhaar Generation Bid amount inclusive GST per aadhaar (A)	Non- mandatory biometric update & Demographic update (any/all) Bid amount Inclusive GST per aadhaar (B)	Grand Total = A+B
1	1. Chandigarh 2. Haryana 3. Himachal Pradesh 4. Jammu & Kashmir 5. Ladakh 6. Delhi 7. Punjab 8. Rajasthan			

Cluster No.	States in cluster	New Aadhaar Generation Bid amount inclusive GST per aadhaar (A)	Non- mandatory biometric update & Demographic update (any/all) Bid amount Inclusive GST per aadhaar (B)	Grand Total = A+B
2	1. Dadar & Nagar Haveli 2. Daman & Diu 3. Gujarat 4. Madhya Pradesh 5. Uttar Pradesh 6. Uttrakhand			

Cluster No.	States in cluster	New Aadhaar Generation Bid amount inclusive GST per aadhaar (A)	Non- mandatory biometric update & Demographic update (any/all) Bid amount Inclusive GST per aadhaar (B)	Grand Total = A+B
3	1.Andaman & Nicobar 2. Andhra Pradesh 3. Goa 4. Karnataka 5. Kerala 6. Lakshadweep 7. Maharashtra 8. Puduchery 9. Tamilnadu 10. Telangana			

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

Cluster No.	States in cluster	New Aadhaar Generation Bid amount inclusive GST per aadhaar (A)	Non- mandatory biometric update & Demographic update (any/all) Bid amount Inclusive GST per aadhaar (B)	Grand Total = A+B
4	1. Arunachal Pradesh 2. Assam 3. Bihar 4. Chattisgarh 5. Jharkhand 6. Manipur 7. Meghalaya 8. Mizoram 9. Nagaland 10. Odisha 11. Sikkim 12. Tripura 13. West Bengal			

- *If vendor is interested for enrolment/updation work in more than one cluster, vendor should indicate the cluster by putting bid amount against the cluster. In respect of other clusters value should be "XXX". Bidder has to quote some positive value in respect of both Column A and Column B in all the clusters where he has selected to bid. In case he has kept the same vacant, it may be a cause for disqualification.*
- *Commercial Bid will be submitted in online mode only.*
- *Reverse auction will be conducted for each cluster separately. Base price for each cluster will be decided by bank.*
- *L1 bidder in respect of each cluster would be selected based on the "Grand Total" as per the above table. During reverse auction the percentage decrement in the grand total would be passed on to the base price decided by bank in respect of Aadhaar updation and Aadhaar generation, E.g. if bidder decreases the grand total by 5% then bid value of Aadhaar updation and Aadhaar generation would be decreased by 5% from the base price respectively.*
- *Payment will be made to the selected agency for actual activity wise job done as per rates arrived at after reverse auction.*

(Signature & Stamp of bidding company)

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

**Annexure – XIII (A)**

<b>PNB State Wise Identified AEC</b>		
<b>Sr. No.</b>	<b>State</b>	<b>Identified AEC</b>
1	ANDHRA PRADESH	13
2	ARUNACHAL PRADESH	2
3	Assam	44
4	Bihar	41
5	Chandigarh	2
6	Chattisgarh	29
7	Goa	2
8	Gujarat	30
9	Haryana	32
10	HIMACHAL PRADESH	19
11	JHARKHAND	20
12	Jammu & Kashmir	21
13	KARNATAKA	3
14	Kerala	12
15	Madhya Pradesh	31
16	Maharashtra	35
17	MANIPUR	2
18	MIZORAM	1
19	NAGALAND	1
20	NCT OF DELHI	15
21	Odisha	27
22	PUNJAB	41
23	RAJASTHAN	32
24	Sikkim	1
25	Tamil Nadu	19
26	TELANGANA	11
27	TRIPURA	2
28	UTTAR PRADESH	91
29	Uttarakhand	21
	West Bengal	34
<b>Grand Total</b>		<b>634</b>

<b>RRB State Wise Identified AEC</b>		
<b>Sr. No.</b>	<b>State</b>	<b>Identified AEC</b>
1	Bihar	107
2	Haryana	60
3	Himachal Pradesh	26
4	Punjab	44
5	Uttar Pradesh	93
<b>Grand Total</b>		<b>330</b>

**Disclaimer :** The state wise list given above is indicative only and number of centres may vary due to amalgamation of banks or other wise

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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**Annexure – XIII (B)**

**Cluster wise Business generated\* (approx) from Oct'18 to Sept'19 (Only PNB)**

Cluster 1			
Sr. No	Total No of States	Total No. Of Aadhar Updation ( X)	Total No. Of Aadhar generation (Y)
1	8	474000	85000

Cluster 2			
Sr. No	Total No of States	Total No. Of Aadhar Updation ( X)	Total No. Of Aadhar generation (Y)
1	6	601000	226000

Cluster 3			
Sr. No	Total No of States	Total No. Of Aadhar Updation ( X)	Total No. Of Aadhar generation (Y)
1	10	105000	15000

Cluster 4			
Sr. No	Total No of States	Total No. Of Aadhar Updation ( X)	Total No. Of Aadhar generation (Y)
1	13	380000	185000

**Disclaimer : Given business if for previous year taken for estimation of different values**

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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**Annexure – XIII (C)**

**Calculation for Performance Bank Guarantee**

**Example:** If a bidder is selected for awarding the contract. The value of Performance Bank Guarantee for the cluster for which he is selected, will be decided by multiplying the unit bid values finalized after reverse auction, i.e. Aadhaar generation (A) and Aadhaar updation (B) by respective value of business generated in previous year in that particular cluster.

Say bidder quoted for cluster 1 : Aadhaar generation (A) = Rs. 30

Aadhaar updation (B) = Rs. 25

Previous business generation in cluster 1 is : Aadhaar generation(X) = 4,74,000

Aadhaar updation (Y) = 85,000

Calculation will be:  $A \times X + B \times Y = C$

$$30 \times 4,74,000 + 25 \times 85,000 = 1,42,20,000 + 21,25,000 = 1,63,45,000$$

The value of Performance Bank Guarantee will be 10% of C (rounded to nearest lacs), i.e. 16.00 Lacs (actually 16.35 Lacs).



**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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**Annexure - XIV**

**Guidelines for Enrolment**

1. Table of Contents
1. Table of Contents
2. How to Read This Document
- 3 Process overview
  - 3.1 Goals and Objectives
  - 3.2 Scope
  - 3.3 Prerequisites for Process
  - 3.4 End of Process
  - 3.5 Roles and Responsibilities
- 4 Process Details
  - 4.1 Resident Enrolment Process Flow
  - 4.2 Resident Enrolment Process Description
  - 4.3 Setup Enrolment Centre Sub Process Flow
  - 4.4 Setup Enrolment Centre Sub Process Description
  - 4.5 Capture Demographic and Biometric Data and Ready for Transfer Sub Process Flow
  - 4.6 Capture Demographic and Biometric Data and Ready for Transfer Sub Process Description
  - 4.7 Verification Sub Process Flow
  - 4.8 Verification Sub Process Description
5. Appendix
  - 5.1 Standards and Guidelines
    - 5.1.1 KYR Standards for Collecting Demographic Data
    - 5.1.2 Detailed Guidelines for Recording Demographic Data
    - 5.1.3 Documents for Verifying PoI, PoA and DoB
    - 5.1.4 Biometric Data Capture Standards
    - 5.1.5 Detailed Guidelines for Collecting Biometric Data
    - 5.1.6 Handling of Exceptions
  - 5.2 Formats, Templates and Checklists
- Checklist for Setting up Enrolment Centre
- References

## **RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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### **2. How to Read This Document**

This process document is organised into below sections :

#### **1. Process Overview**

- a) a) Goals and Objectives: The section provides a description of what this process document intends to accomplish. The objectives represent specific measurable outcomes of this process document.
- b) Scope: This section lists the key activities covered in this process document
- c) Prerequisites for Process: This section lists criteria that need to be fulfilled before the enrolment process covered in the scope of this document begins.
- d) End of Process: This section informs what is the output of the Resident Enrolment Process.

#### **2. Process Details**

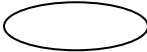


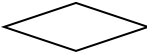
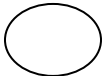

- a) Process Flowcharts: Flowchart diagrams are used to define process in this document, showing the steps as boxes of various kinds, and their order by connecting these with arrows. This diagrammatic representation gives a step-by-step process flow. Process step is represented in these boxes, and arrows connecting them represent flow / direction of flow of data/information. Refer the Legends section to understand the significance of various symbols used in flowchart.
- b) Process Description: Process description is used for each flowchart to convey to the reader, a detailed description of each process step and references to annexure/other processes and sub processes. Refer Abbreviations used section for deciphering abbreviations used in the descriptions.

#### **3. Annexure**

- a) Standards and Guidelines: This section describes the standards recommended by UIDAI that need to be referred to during the enrolment process. Guidelines are provided to streamline the processes and help achieve better quality output.
- b) Formats, Templates and Checklists: This section consists of sample formats of various forms and checklists used in the scope of this process.

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

## Legends

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

## Abbreviations used

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

## RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model

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### 3 Process Overview

#### 3.1 Goals and Objectives

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

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

#### 3.2 Scope

- Readiness of Enrolment Centers in terms of logistics, devices, hardware, software and trained operator cum supervisors
- Verification of Resident's information according to prescribed verification procedure
- The exercise of collection of demographic data, biometric data and storage
- Readiness for submission of enrolment data by Agencies

#### 3.3 Prerequisites for Process

- Client enrolment software shared with agencies (Registrar On-Boarding Process)
- Grievance handling and technical support for agencies and residents in place (Grievance Handling Process)
- Training and certification modules for enrolment agencies in place
- Communication content and methodology for residents defined (Resident Awareness and Demand Generation Process)

#### 3.4 End of Process

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

#### 3.5 Eligibility, Roles and Responsibilities

Enrolment Operator cum supervisor	<ul style="list-style-type: none"> <li>• Capture demographic and biometric data</li> <li>• Handle exception cases during capture of data</li> <li>• Obtain consent letters and make corrections in data recorded,</li> </ul>
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## RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model

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		<p>if required</p> <ul style="list-style-type: none"> <li>• Provide acknowledgement slips to Residents</li> </ul>
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### Who is an Operator cum supervisor and what are his/her qualifications?

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

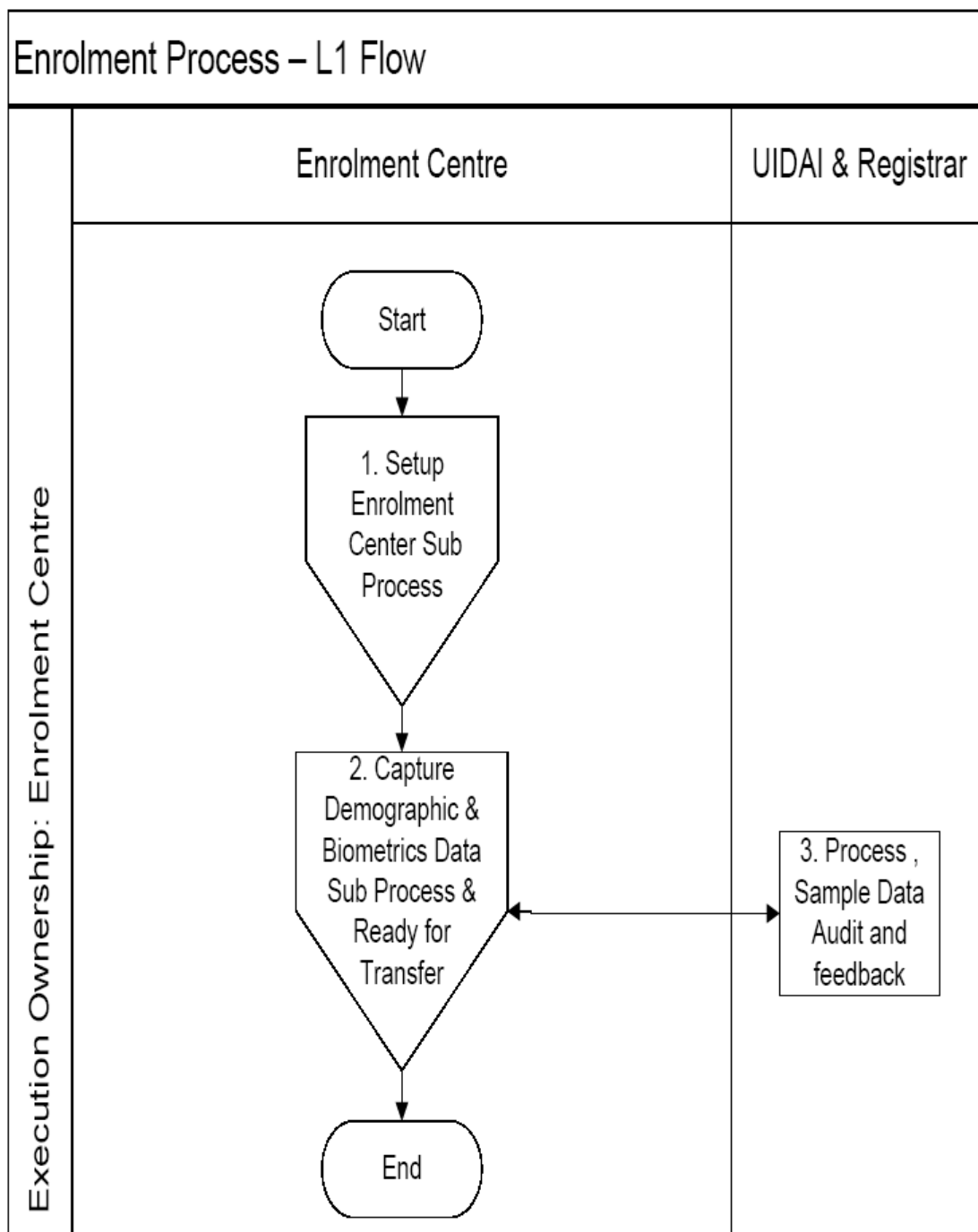
- The person should be of age 18 years and above.
- The person shall be 10+2 pass and should preferably be a graduate.
- The person should have been enrolled for Aadhaar and his/her Aadhaar number should have been generated.
- The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.
- The person should have obtained "Operator cum supervisor Certificate" from a Testing and Certification Agency appointed by UIDAI.

### Before starting work as an Operator cum supervisor:

- The person must be engaged and activated by any Enrolment Agency in accordance with UIDAI guidelines prior to commencing enrolments.
- The person should have undergone Training Session conducted by Regional Offices/Enrolment Agency on Aadhaar Enrolment/Update Processes and various equipment and devices used during Aadhaar enrolment.
- The person should have read the complete Training Material on Aadhaar Enrolment/Update available on UIDAI website before giving the certification exam.
- The person should be comfortable with local language keyboard and transliteration
- Operator cum supervisor must submit his/her "On boarding Form" along with the required documents to the Enrolment Agency which in turn submit the form to concerned "UIDAI Regional Offices" for verification.
- After verification UIDAI Regional Offices will approve/reject the on boarding with the respective Enrolment Agency.

## 4 Process Details

### 4.1 Resident Enrolment Process Flow



**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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***4.2 Resident Enrolment Process Description***

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

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

2.	<p>Capture Demographic and Biometric Data and ready for Transfer After an enrolment centre is ready, enrolment Agencies can begin the process of capturing residents' demographic and biometric data. For details on how to capture data, go to sub process 4.5 Capture Demographic and Biometric Data.</p> <p>After Data Capture, Data files are to be ready at identified/specified location for transfer to CIDR.</p> <p>Refer external process for 1st Mile logistics which prescribes the methods by which the data has to be transferred to the Authority. The enrolling agencies are therefore advised to obtain these instructions before they proceed to collect the demographic and biometric data of the willing enrollees.</p> <p>The Unique Identification Authority of India (UIDAI) accords highest importance and primacy to the security of data collected on the enrollees who enrol themselves to obtain Unique Identification Numbers. It is the responsibility of the enrolling agencies to make sure that the data is kept in a very Secure and confidential manner and under no circumstances shall they use the data themselves nor part with the data to any other agency than the UIDAI. Privacy of an individual's data is accorded utmost importance by the UIDAI. If there is any violation of privacy by the enrolling agency or through its employees, contractual or otherwise, there shall be a breach of contract, apart from attracting the penal provisions of the Act which will govern the operations of the Authority.</p>	Enrolment Agency	4.5 Capture Demographic and Biometric Data and Ready for Transfer Sub Process External process for 1 <sup>st</sup> Mile logistics Process
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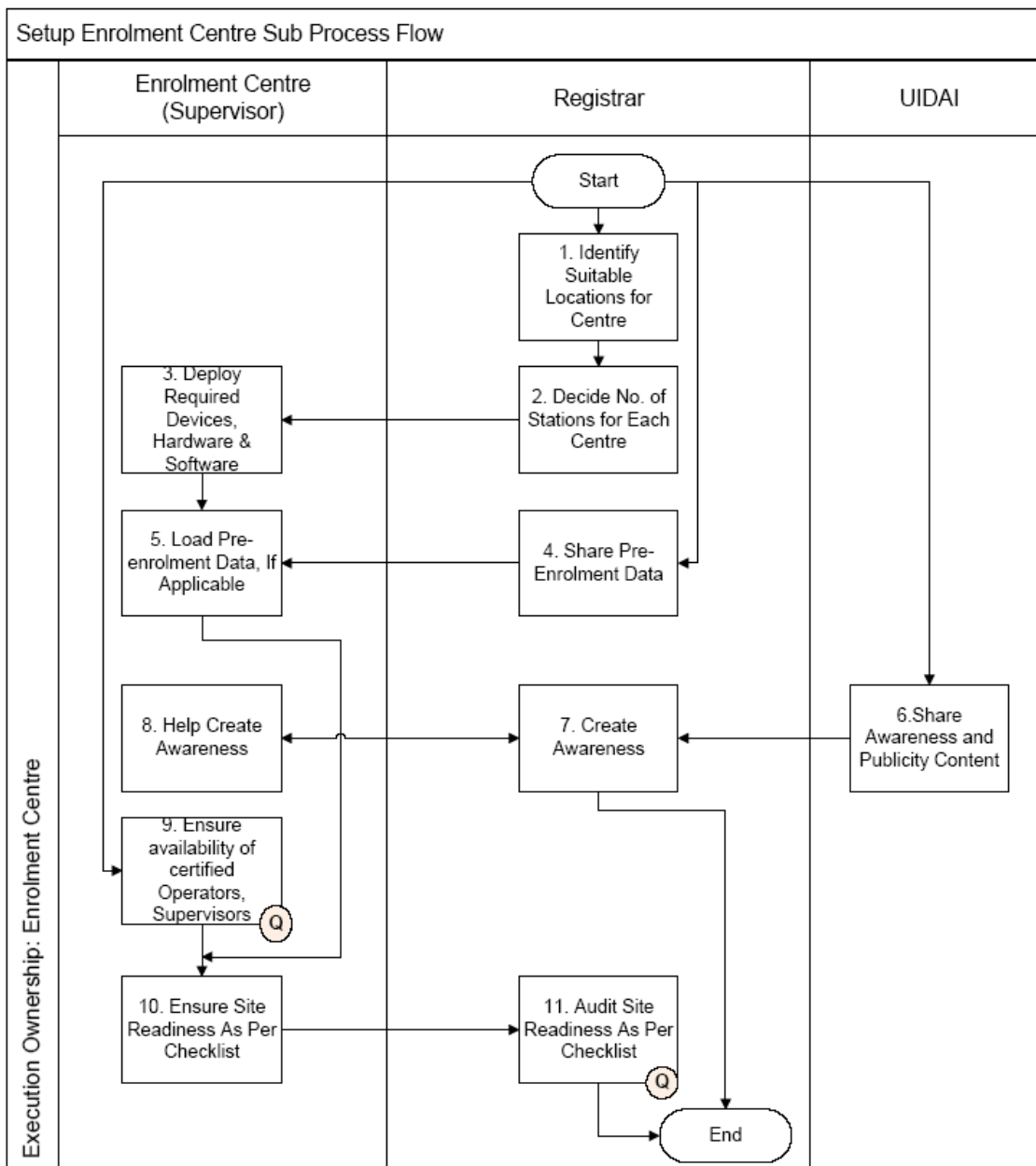


**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

3.	<p>Process, Sample Data Audit and feedback UIDAI may do sample data audits for quality. This will reduce the chances of enrolment failures/rejections later due to poor data quality.</p> <p>Registrar should audit adherence to process by enrolment agency to prevent malpractices. These audits may be conducted by the Registrar, a 3rd party appointed by the Registrar or by any other party/mechanism deemed fit by the Registrar.</p> <p>UIDAI may also undertake sample process audit during enrolment and also provide feedback on the audit conducted by the Registrar. Based on feedback, Enrolment Agency may need to make some adjustments/changes in its process.</p>	UIDAI and Registrar	
	End		

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

**4.3 Setup Enrolment Centre Sub Process Flow**



**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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**4.4 Setup Enrolment Centre Sub Process Description**

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

**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

2.	Decide Number of Stations for Each Centre The number of stations can be decided based on the target number of days for completion of enrolment in the particular area or the district and the expected number of enrollees in the area. It should be borne in mind that only 60-70 enrolments can be done by one station in a day. Typically, the Enrolment Centres set up in an area / district should be able to complete the coverage in 20 – 25 days. This would help focus the efforts of the district/ area administration in the area and also ramp up the publicity in all the modes so as to bring the residents to the Enrolling Centres for the enrolment.	Registrar	
3.	Deploy Hardware, Software for Enrolment  Ensure all hardware and software as mentioned in the 5.2.1 are deployed at the enrolment centre. Test the hardware / software for proper working.	Enrolment Agency	5.2.1 Checklist for Setting up Enrolment Centre
4.	Share Pre-enrolment Data Available, if Used Where applicable, share the pre-enrolment data / beneficiary database with Enrolment Agencies for carrying out the enrolments. The details of the database need to be discussed and sent to UIDAI in advance in prescribed format and aligned to UIDAI requirements as per technology integration toolkit.		
5.	Load Pre-enrolment Residents Data on the Enrolment Station Laptop Load and test beneficiary database on enrolment centre laptops / desktops and ensure it is accessible / searchable.	Enrolment Agency	
6.	Share Awareness and Publicity Content Share awareness and publicity content, as detailed in the external process, with the Registrar. Guide them in adapting the content / communication.	UIDAI	
7.	Create Awareness in Target Beneficiaries / Residents Ensure right communication reaches the target resident groups with respect to timing and location for enrolment centres, benefits of enrolling etc.	Registrar	

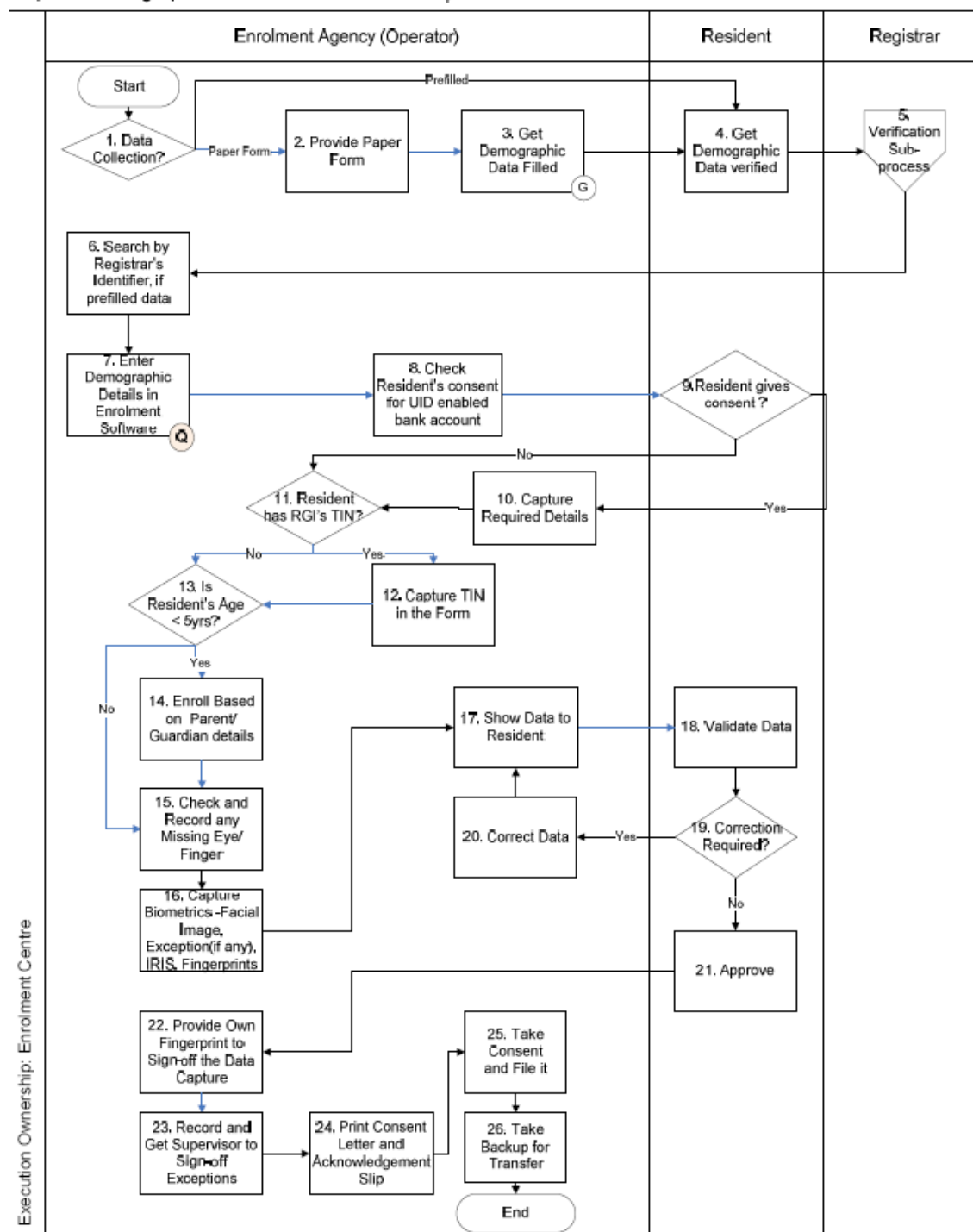
**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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

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

## RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model

### Capture Demographic & Biometrics Data & Ready for Transfer Sub Process



**RFP for Selection of Agencies for Providing Operator cum supervisors and Aadhaar Kit on Opex model**

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

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



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4.	Get demographic data verified. Resident needs to get the demographic data provided by Him/her verified. Resident need to carry Original documents and a photocopy of PoI, PoA, DoB for verification.	Resident	
5.	Refer Verification Sub Process Flow for details 2 Distinct methods of verification are discussed in this document • Based on supporting documents • Based on introducer system	Registrar (Supervisor)	
6.	Retrieve by Registrar's Identifier, if prefilled data If the resident is already a part of the Registrar's beneficiary database, retrieve resident's demographic details using the Registrar's Identifier. Some examples are (but not limited to) • Ration card no (Food and Civil Supplies Department as Registrar) • Job card no (Rural Development Department as Registrar) • Policy no (LIC as Registrar) • TIN (RGI as Registrar) • EPIC no (Election Commission as Registrar) • PAN no (Income Tax Department as Registrar)	Agency (Operator cum supervisor)	
7.	Enter Demographic Details in Enrolment Software  Enter the verified demographic details in the enrolment software. The software has built-in features to ensure completion of mandatory data fields. In case data has been retrieved using Registrar's identifier, then check and correct/complete the demographic data.	Agency (Operator cum supervisor)	
8.	Check Resident's Consent to participate in FI? Check with resident if he/she wants to participate in the scheme of financial inclusion (FI) by linking his current Bank A/C to his UID or by opening a new Bank A/C on the basis of his UID.	Agency (Operator cum supervisor)	

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9.	<p>Resident gives consent</p> <p>If the resident has consented with a “Yes” to participate in financial inclusion and linking/opening a bank A/C with his UID, proceed to step 10 to Capture Required Details. If resident does not give his/her consent, proceed to step 11</p> <p>Resident has RGI's TIN?</p>	Resident	
10.	<p>Capture Required Details</p> <p>If the resident has an existing bank A/C, the following details must be procured: <i>Name, Bank, Bank Branch, A/C Number and IFSC Code</i>(to be filled in by the enrolment operator cum supervisor from the dropdown he'll have access to, in case the resident is unaware of the same).</p> <p>Irrespective of the registrar being a bank or non-bank, the above details have to be mandatorily filled in the enrolment form. Any additional information that a bank registrar would want to process may well be done after the above requirements are fulfilled.</p> <p>If a resident has consented to participate in FI, and doesn't have an existing bank A/C, then the enrolment station must procure from the resident his preferred bank in which he wants to open a UID enabled bank account from the list of banks available with the enrolment station, and fill in the BIN (Bank Identification Number) for the same.</p> <p>If the Registrar involved in enrolment is a bank, determine if the resident has an existing A/C in this Registrar's bank. In such a case, an existing A/C in any other bank will mean the same as having 'No' bank account.</p> <p>If the registrar is a bank, then their own BIN must be entered. This is subject to the approval of the resident's consent to open a new account with the registrar bank. If the resident denies doing so, proceed to check in step</p>	Agency (Operator cum supervisor)	

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11.	<p>Resident has RGI's TIN? The Operator cum supervisor should check with the resident if the RGI (census) officials have visited his / her household for the census survey.</p> <ul style="list-style-type: none"> <li>• If yes, proceed to Step 12. Capture TIN in the Form</li> <li>• If no, proceed to next check in Step 13. Is Resident's Age &lt; 5yrs?</li> </ul>	Agency (Operator cum supervisor)	
12.	<p>Capture TIN in the Form The RGI official would have provided a TIN / schedule no. to the household / individual. Capture the same in the enrolment software. Operator cum supervisor can inform the resident that this will be used for sharing resident's AADHAAR number with RGI. The resident may already have an AADHAAR prior to RGI process.</p>	Agency (Operator cum supervisor)	
13.	<p>Is Resident's Age &lt; 5yrs? Check if the resident's age is less than 5 years. If yes, proceed to Step 14. Enrol based on parent/Guardian Details</p> <p>If no, proceed to Step 15. Check and Record for any Eye/ Finger Missing</p>	Agency (Operator cum supervisor)	
14.	<p>Enrol based on Parent/Guardian Details In case of children below the age of 5 years one of the parents' or guardian's name shall be recorded and UID or Enrolment Number (either of the two numbers) shall be recorded. This is mandatory.</p> <p>If the child is being enrolled along with his father /mother / guardian, first enrol the parent / guardian and record the parent's enrolment no. in the child's form.</p> <p>If the father /mother / guardian of the child has either not enrolled or does not possess AADHAAR number at the time of enrolment, the enrolment of that child cannot be done unless the above requirements are fulfilled.</p>	Agency (Operator cum supervisor)	

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15.	<p>Check and Record for any Eye/ Finger Missing Check resident's eyes and fingers for fitness (missing/amputated). If the resident has any deformities, these also have to be captured on the Demographic screen. Enter Details of "Missing Eye Indication" or "Missing Finger Indication" as appropriate. In such a case, the operator cum supervisor shall assist the resident in the fingerprint capture to avoid capture of the extra finger/s.</p>	Agency (Operator cum supervisor)	
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16.	<p>Capture Biometrics - Facial Image, IRIS and Fingerprints</p> <p>Guide the resident to occupy the chair in front of the enrolment station. The resident should be instructed to be seated properly with their back upright and their face towards the camera.</p> <p>The images of all the ten fingers are to be captured. The fingerprints must be captured in the sequence of slaps of four fingers of left hand, right hand followed by the two thumbs.</p> <p>The Operator cum supervisor can visually verify facial image quality. Apart from this in-built quality checks in the software indicate the quality of biometrics at each stage. If any biometric exceptions have been specified on the demographic screen, these should be captured as photographs on the Photograph screen.</p> <p>The software forces re-captures for a fixed number of times when quality is not OK. Afterwards the Operator cum supervisor may try capture again but will not be forced by the system. However, it should be borne in mind that the forced capture should not become harassment for the resident.</p> <p>If required, ask resident to clean hands on towel and/or help to apply little more pressure on hand while taking image again. Similarly, guide resident to get appropriate quality of iris and facial images.</p> <p>Policies for biometric capture:</p> <p>Iris - above 5 yrs mandatory (also used for deduplication)</p> <p>Fingerprint - above 5 yrs capture</p> <p>Fingerprint - above 15, treated like adult</p> <p>Face - all mandatory including infants</p> <p>Below 5 yrs - guardian/parent mandatory, after that optional</p> <p>Any biometric exception (any finger missing, any eye missing) - extra photo as well as supervisor signature</p> <p>AADHAAR Enrolment Client software automatically takes care of enforcing these policies. UIDAI may, from time to time, make modifications to these policies.</p>	Agency (Operator cum supervisor)	<p>5.1.4 Biometric Data Capture Standards</p> <p>5.1.5 Detailed Guidelines for Collecting Biometric Data</p>
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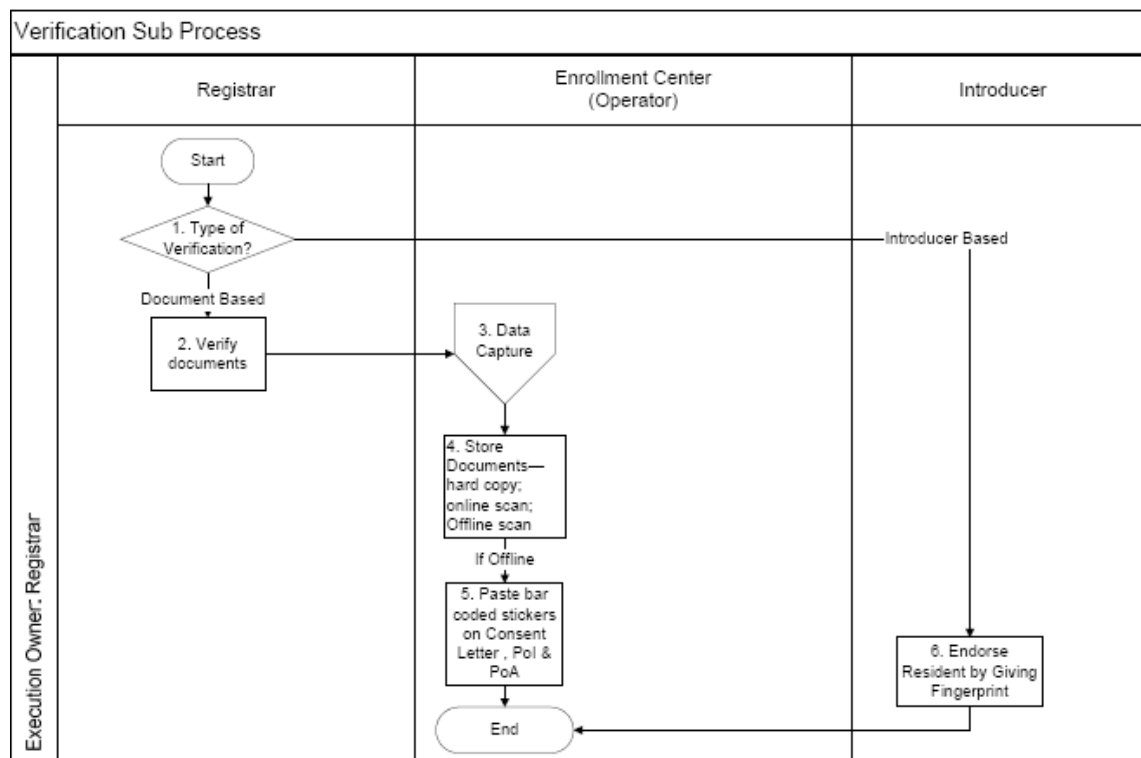
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17.	Show Data to Resident The Operator cum supervisor shows the data entered to the resident on a monitor facing the resident and if required, reads out the content to the enrollee, to ensure that all details captured are correct.	Agency (Operator cum supervisor)	
18.	Validate data The resident will ensure that all details entered in Demographic form are correct.	Resident	
19.	Correction Required? In case any errors are pointed out to the Operator cum supervisor. go to step no.20, Correct Data Else go to step no. 21, Approve.	Resident	
20.	Correct Data The EA Operator cum supervisor then corrects the errors pointed out and again shows the data to the resident.	Agency (Operator cum supervisor)	
21.	Approve If no corrections are required, resident will approve the data.	Resident	
22.	Provide Own Fingerprint to Sign-off the data capture  The Operator cum supervisor will then provide own Fingerprint to sign-off the data captured.  CIDR will process for an operator cum supervisor that is enrolled and has been added to valid operator cum supervisor list by EA.	Agency (Operator cum supervisor)	
23.	Record and Get Supervisor to Sign Off Exceptions  The Supervisor may sign off any exceptions observed in Data Collection.	Agency (Operator cum supervisor)	5.1.6 Handling Exceptions
24.	Print Consent Letter and Acknowledgement Print Acknowledgement slip and provide to resident	Agency (Operator cum supervisor)	5.2.3 Acknowledge ment Slip

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25.	Take Consent and file it Operator cum supervisor will take Resident's consent (signature/thumb impression) and file this copy.	Agency (Operator cum supervisor)	
26.	Take Backup for Transfer Operator cum supervisor maintains backup of data captured. Also, Operator cum supervisor exports data to a memory stick and keeps it ready for transfer at a specified location. Refer 1st Mile Logistics Process for Data Transfer flow and Guidelines	Agency (Operator cum supervisor)	External Process  Refer 1st Mile Logistics Process for Data Transfer flow and Guidelines
	End		

**4.7 Verification Sub Process Flow**



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**4.8 Verification Sub Process Description**

S.No	Step	Responsibility	Reference
	<p>Start</p> <p>It is essential that key demographic data is verified properly.</p>		
1.	<p>Type of Verification</p> <p>2 Distinct methods of verification are discussed in this document</p> <ul style="list-style-type: none"> <li>• <input type="checkbox"/> Distinct methods of verification</li> <li>• Based on introducer system</li> </ul>	Registrar	
2.	<p>Verify Documents</p> <p>Registrar's Supervisor verifying the documents should be a pre enrolled resident. He may be covered during the special drive for Introducers.</p> <p>For Verification based on Documents, the Registrar's Supervisor present at the Enrolment Centre will verify the documents and sign/stamp the documents as a proof of Verification.</p> <p>If pre-enrolment data is used Registrar's Supervisor will verify those documents (like Ration Card, NREGA job card etc.).</p> <p>In case Enrolment form is used for filling demographic data, then Supervisor will verify form details against Pol, PoA, DoB documents.</p> <p>Verify Name, Date of Birth, Address against Pol, DoB and PoA documents. Refer Guideline 5.1.3 for list of applicable documents.</p> <p>Verify Name and UID of Parent/Guardian in case of children.</p> <p>Registrar's Supervisor will then sign and stamp the photocopy of documents verified.</p>	Registrar (Supervisor)	5.1.3. Documents for Verifying Pol, PoA and DoB



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3.	<p>Capture Demographic and Biometrics Data and Ready for Transfer Sub Process</p> <p>After verification by Registrar, the Operator cum supervisor will follow the process of capturing Demographic and Biometrics Data and keep it ready for transfer to CIDR.</p>	Agency (Operator cum supervisor)	4.5 Capture Demographic and Biometrics Data and Ready for Transfer Sub Process
4.	<p>Store Documents</p> <p>These documents need to be maintained by the Registrar at least for 7 years from the date of capture or as specified by UIDAI from time to time.</p> <p>In case of any legal requirements, Registrar shall furnish necessary documents as required by UIDAI.</p> <p>The Registrar may store documents in either</p> <ul style="list-style-type: none"> <li>• Hard copy or</li> <li>• Digitise documents by online scanning during the process of data capture or</li> <li>• Digitise documents offline and allot Document Identification Number(DIN) – barcode</li> </ul> <p>Registrar to prescribe suitable documentation management system for easy tracking and retrieval of documents.</p> <p>If Scanned offline, bar coding can be useful in tracking, as explained in step no.5</p> <p>End</p>	Agency (Operator cum supervisor)	

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5.	<p>Paste bar coded stickers on Consent Letter, Pol and PoA</p> <p>To save on online scanning cost and time, a Registrar may opt for offline scanning of documents. If this is the case, the Operator cum supervisor will paste pre-printed bar coded stickers on these documents. The bar code will be read and stored on the Resident file.</p> <p>When scanning of documents will take place at a later stage, then the bar code reader will read the bar code on any of these documents. Pol, PoA documents will then be scanned and attached to the data file of the Resident that is retrieved using bar code.</p>	Agency (Operator cum supervisor)	
6.	<p>Endorse Resident by giving fingerprint</p> <p>The Introducer will go through all the details to ensure that he endorses correctly. The Introducer ensures that all the residents that he is about to endorse are known and given particulars are correct. The concept of inclusiveness should not take away the credibility of the Introducer system. Any false verification by Introducer shall make him liable for legal action.</p> <p>The Introducer can endorse a resident and vouch for the validity of Resident's information by giving his/her thumb print in the enrolment software's "Review" tab. In addition he/she should sign the Enrolment form endorsing the resident.</p> <p>Introducer will validate by giving fingerprint.</p>	Introducer	
	End		

## 5. Appendix

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## **5.1 Standards and Guidelines**

### **5.1.1 KYR Standards for Collecting Demographic Data**

Information	Fields	Verification required	Verification procedure
Personal Details	Name	Yes	<ul style="list-style-type: none"> <li>Any of the POI documents</li> <li>Introducer for people who have no documents</li> </ul>
	Date of Birth #	No	-
	Gender	No	-
Address Details	Residential Address(For UID letter delivery and other communications)	Yes	Any of the POI documents <ul style="list-style-type: none"> <li>Introducer for people who have no documents</li> <li>Address will be physically verified during UID letter delivery. But Resident's physical presence not required during letter delivery</li> </ul>
Parent / Guardian Details	Father's/ Husband's/ Guardian's Name*	Conditional	<ul style="list-style-type: none"> <li><input type="checkbox"/> Husband/ Guardian in the case of adults</li> <li><input type="checkbox"/> If adults Guardian in the case of Wife/ Guardian in the case of adults</li> </ul>
	Father's/ Husband's/ Guardian's UID*	Conditional	
	Mother's/ Wife's/ Guardian's Name*	Conditional	
	Mother's/ Wife's/ Guardian's UID*	Conditional	
Introducer Details	Introducer Name**	Yes	<ul style="list-style-type: none"> <li>Introducer's Name, UID on the form</li> <li>Introducer's thumbprint endorsing the resident in the Review tab of the enrolment software. In case Introducer is not present at the time of enrolment, he/she can review the list later and endorse.</li> </ul>
	Introducer's UID**		
Contact Details	Mobile Number	No	-
	Email address	No	-

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## A flag is maintained to indicate if Date of Birth (DoB) is verified, declared, or approximate. In case exact DoB is not known, resident should indicate the age only. Enrolment software has the provision to capture age & calculate the year of birth.

\* For infants, Father/ Mother/ Guardian's name (at least one) and UID is mandatory.  
\* For children under a particular age, biometric de-duplication will not be done. Hence their UID will be flagged as such until they are biometrically de-duplicated at a later age. Their UID will be linked to at least one of the parent's UID.  
\* In the case the adult is not in a position or does not want to disclose, name of either Father/ Husband/ Guardian or Mother/ Wife/ Guardian, select the flag in the enrolment software to indicate that resident has not given the relationship details.

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

### 5.1.2 Detailed Guidelines for Recording Demographic Data

#### i. Name

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

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### **ii. Date of Birth (DoB)**

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

### **iii. Gender:**

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

### **iv. Residential Address:**

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

### **v. Parent/ Spouse /Guardian Information (Conditional)**

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

### **vi. Relationship type (Conditional):**

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

**vii. Introducers Name (Conditional):**

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

**viii. Mobile Number (optional):**

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

**ix. Email address (optional):**

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

**5.1.3 Documents for Verifying Pol, PoA and DoB**

<b>Support Pol Documents Containing Name and Photo</b>	
1.	Passport
2.	PAN Card
3.	Ration/ PDS Photo Card
4.	Voter ID
5.	Driving License
6.	Government Photo ID Cards
7.	NREGS Job Card
8.	Photo ID issued by Recognized Educational Institution
9.	Arms License
10.	Photo Bank ATM Card
11.	Photo Credit Card
12.	Pensioner Photo Card
13.	Freedom Fighter Photo Card
14.	Kissan Photo Passbook
15.	CGHS / ECHS Photo Card
16.	Address Card having Name and Photo issued by Department of Posts
17.	Certificate of Identify having photo issued by Group A Gazetted Officer on letterhead
<b>Supported PoA Documents Containing Name and Address</b>	
1.	Passport
2.	Bank Statement/ Passbook
3.	Post Office Account Statement/Passbook
4.	Ration Card
5.	Voter ID
6.	Driving License
7.	Government Photo ID cards
8.	Electricity Bill (not older than 3 months)
9.	Water bill (not older than 3 months)
10.	Telephone Landline Bill (not older than 3 months)
11.	Property Tax Receipt (not older than 3 months)

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12.	Credit Card Statement (not older than 3 months)
13.	Insurance Policy
14.	Signed Letter having Photo from Bank on letterhead
15.	Signed Letter having Photo issued by registered Company on letterhead
16.	Signed Letter having Photo issued by Recognized Educational Institution on letterhead
17.	NREGS Job Card
18.	Arms License
19.	Pensioner Card
20.	Freedom Fighter Card
21.	Kissan Passbook
22.	CGHS / ECHS Card
23.	Certificate of Address having photo issued by MP or MLA or Group A Gazetted Officer on letterhead
24.	Certificate of Address issued by Village Panchayat head or its equivalent authority (for rural areas)
25.	Income Tax Assessment Order
26.	Vehicle Registration Certificate
27.	Registered Sale / Lease / Rent Agreement
28.	Address Card having Photo issued by Department of Posts
29.	Caste and Domicile Certificate having Photo issued by State Govt.
<b>Supported Proof of DoB Documents</b>	
1.	Birth Certificate
2.	SSLC Book/Certificate
3.	Passport
4.	Certificate of Date of Birth issued by Group A Gazetted Officer on letterhead

### 5.1.4 Biometric Data Capture Standards

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

#### i. Face Image Capture

Key Decisions	Summary of Decision
<b>Enrolment</b>	
Image capture	Full frontal, 24 bit colour
Digital / Photographic requirements	Per ISO 19794-5 Section 7.3, 7.4, 8.3 and 8.4 with Section 8.3 of Technical Corrigendum 2. Inter-eye distance – minimum 120 pixels.
Pose	Per ISO 19794-5 Section 7.2.2
Expression	Neutral expression. Specified as best practices.
Illumination	Per ISO 19794-5 Section 7.2.7
Eye Glasses	Per ISO 19794-5 Section 7.2.11

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Accessories	Permissible for medical and ethical reasons only.
Multiple samples of face	Yes. Recommended for automatic face recognition.
Operational Assistance	Per ISO 19794-5 Section 7.2.4 – 7.2.10
Segmentation and feature extraction	Yes. Specified as best practices.
Quality check	Recommended for automatic face recognition
Storage and compression	Yes. Specified as best practice.
	Uncompressed image strongly recommended. For legacy reasons, lossless JPEG 2000 colour accepted.
<b>Authentication</b>	
Image capture	Same as enrolment
Compression	JPEG 2000 colour compression recommended. Compression ratio to be less than 10:1
Number of Images	One full frontal image

### ii. Finger Print Capture

Key Decisions	Summary of Decision
<b>Enrolment</b>	
<b>Image capture</b>	
Plain or rolled	Plain , live scan
Number of fingers	Ten
Device characteristics	Setting level 31 or above, EFTS/F certified
Quality check	Yes – Specified as best practice. Avoid NFIQ quality 4 and 5 level fingerprints.
<b>Operational</b>	
Assistance	Yes – Specified as best practice
Corrective measure	Yes – Specified as best practice
Storage and transmission Compression	Uncompressed image strongly recommended. For legacy reasons, JPEG 2000 or WSQ compression accepted.
Storage format	Per ISO Section 8.3 No deviation necessary
Minutiae format	Per ISO Section 8.3. No deviation necessary
Multi-finger fusion algorithm	Recommended. Application dependent.
<b>Authentication</b>	



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<b>Image Capture</b>	
Number of fingers	No minimum, no maximum. Application dependent. Recommended as best practice
Any finger option	Yes. Recommended as best practice
Retry	Maximum 5. Recommended as best practice.
Device characteristics	Setting level 28 or above
Transmission format	Per ISO. No tailoring necessary
Compression	JPEG 2000 compression recommended. Compression ratio to be less than 15:1
Minutiae format	Per ISO 19794-2. No tailoring necessary

**iii. Iris Capture**

Key Decisions	Summary of Decisions
<b>Enrolment</b>	
Image	Two eyes, > 140 pixel image diameter (170 pixel preferred), image margin 50% left and right, 25% top and bottom of iris diameter.
Device Characteristics	Tethered, autofocus, continuous image capture, exposure < 33 mille-second, distance >300 mm for operator cum supervisor control, > 100mm Enrolee control
Operational	Operator cum supervisor controlled strongly preferred. No direct natural or artificial light reflection in the eye, capture location: indoor.
Segmentation	Non-linear segmentation algorithm
Quality Assessment	Per IREX II recommendations
Compression and Storage	ISO 19794-6 (2010) data format standard as tailored in Section 11 JPEG 2000 or PNG lossless compression, KIND_VGA of Table A.1 of ISO 19794-6 (2010)
Authentication	Same as enrolment except One and / or two eyes JPEG 2000

**5.1.5 Detailed Guidelines for Collecting Biometric Data is as per UIDAI guidelines.**

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### 5.1.6 Handling of Exceptions

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

#### i. Exceptions in capturing Facial Image capture

S.No	Problem	Suggestions
a.	Unable to capture image due to poor light:	<ul style="list-style-type: none"> <li>a. No flash is to be used</li> <li>b. Contact the local state government authorities to improve the ambient light.</li> <li>c. If there is inadequate lighting because of low voltage, use the generator backup to improve the lighting.</li> <li>d. Consider moving the enrollment station to a location in the room with better light.</li> <li>e. The non-capture could be because of bright light behind the backdrop. The backdrop should be preferably placed against an opaque wall / partition.</li> </ul>
b.	Unable to crop image because of turban / head scarf:	<ul style="list-style-type: none"> <li>a. If it a strict religious attire, choose the manual capture option.</li> <li>b. If the headgear can be removed this may be requested politely by the operator cum supervisor.</li> <li>c. In the case of lady enrollees, it would be advisable for a lady operator cum supervisor , or volunteer to undertake this process.</li> </ul>
c.	Enrollee unable to keep head / torso still and vertical :	Assistance may be provided to the enrollee. In case of lady enrollees, assistance is to be provided by the lady operator cum supervisors or volunteers.

#### ii. Exceptions in handling Fingerprint image capture

S.No	Problem	Suggestions
a.	Missing / amputated / bandaged fingers	<ul style="list-style-type: none"> <li>i. The same is noted in the data as provided in the software</li> <li>ii. The fingerprints of remaining fingers are captured by the operator cum supervisor.</li> </ul>
b.	Unable to crop image because of turban / head scarf:	<ul style="list-style-type: none"> <li>i. If it a strict religious attire, choose the manual capture option.</li> <li>ii. If the headgear can be removed this may be requested politely by the operator cum supervisor.</li> <li>iii. In the case of lady enrollees, it would be advisable for a lady operator cum supervisor , or volunteer to undertake this process.</li> </ul>
c.	Fingerprint captured is not of	<ul style="list-style-type: none"> <li>i. If standard image of the finger prints are not possible for an</li> </ul>

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	the requisite quality	<p>enrollee despite repeated attempts, the operator cum supervisor should</p> <p>politely ask the enrollee to wash his hands. The operator cum supervisor can</p> <p>provide a wet sponge or towel available in the centre.</p> <p>ii. The operator cum supervisor can request the enrolled to apply pressure on</p> <p>the platen to increase the area of contact and thereby obtain image the requisite quality.</p> <p>iii. For applying pressure he would be firstly rely on efforts of</p> <p>the enrollee. If not successful, the operator cum supervisor can take the</p> <p>permission of the enrollee and assist her/him in applying the pressure to capture the image.</p> <p>iv. It has to be ensured that assistance to women enrollees has</p> <p>to be provided by women operator cum supervisors / volunteers.</p> <p>v. The operator cum supervisor would make a reasonable number of attempts</p> <p>to capture the biometrics of the resident. The number of attempts that can be made is built into the software.</p>
d.	Inability to flatten the fingers	<p>i. The operator cum supervisor with due permission from the enrollee may assist the enrollee in order to attempt capture of the fingerprints.</p> <p>ii. In case this is not successful, the operator cum supervisor may try to obtain fingerprints to the extent that the enrollee is liable to flatten and place her / his fingers on the platen.</p> <p>iii. The enrollee can then be made to move to the next set of fingerprints of the other hand or the two thumbs.</p>
e.	Worn out ridges or hands blackened through mehendi or any other substance	<p>a. Attempt a manual capture</p> <p>b. Proceed to capture fingerprints of fingers which are not blackened or without worn out ridges.</p>

**III. Exceptions in handling Iris Image capture**

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

S.No	Problem	Suggestions
a.	Squint / disoriented	<p>a. If the capture of both eyes at a time is not possible, the single eye iris scan device may be used.</p> <p>b. In case the single eye iris device is not available , the operator cum supervisor can make use of the dual eye device to capture one of the irises correctly.</p>

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b.	Inability to open the eyes properly	<p>a. Guide the enrollee to open the eyes wide to enable the capture</p> <p>b. Manually assist the enrollee to open the eyes with the help of his own hands so that the iris can be scanned.</p>
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**IV. General exceptions**

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

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

**REFERENCES**

- **Model RFQ and related documents available on UIDAI Web Site**
- [www.uidai.gov.in](http://www.uidai.gov.in)

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**Annexure - XV**

**PROFORMA FOR INTEGRITY PACT**

To,

The Deputy General Manager,  
Priority Sector & Financial Inclusion Division  
Punjab National Bank, Head Office  
4<sup>th</sup> Floor, West Wing, Plot No.4, Sector 10, Dwarka  
New Delhi -75

**Subject: Submission of Tender for the work.....**

Dear Sir,

I/We acknowledge that Punjab National Bank is committed to follow the principle of transparency equity and competitiveness as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by Punjab National Bank. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 6 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, Punjab National Bank shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of Punjab National Bank.

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**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this .....day of .....2020.

BETWEEN

Punjab National Bank is a Bank constituted under The Banking Companies (Acquisition & Transfer of Under-takings) Act 1970, having its Head Office at Sector 10, Dwarka, New Delhi-110075 and inter-alia a Branch Office/ Circle Office at \_\_\_\_\_ (Hereinafter referred as the Principal/Owner", which expression shall unless repugnant to the meaning or context hereof include its successors and assigns)

AND..... (Name and Address of the Individual/firm/Company) Through..... Details of duly authorized signatory) (Hereinafter referred to as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context here of include its successors and permitted assigns) Preamble

WHEREAS the Principal / Owner has floated the Tender for (.....Name of Work.....) (hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for .....hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s). AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

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

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Principal/Owner shall Endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If any information comes to the notice of the Principal/owner 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 is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Dy. General Manager Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

### **Article 2: Commitment of the Bidder(s)/Contractor(s)**

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and forthwith report the Principal/Owner about all suspected fraudulent act or corruption or Coercion or Collusion of any person connected with the tender process which it has knowledge or becomes aware any time, during the tendering process and throughout the negotiation or award of a contract.
- 3) The Bidder/Contractor commits himself/itself to take all measures necessary to prevent corruption. He/it commits himself/itself to observe the following principles during his/its participation in the Tender process and during execution of the Contract:
- a) The Bidder/Contractor shall not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other 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 shall not enter with other Bidder(s) 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 cartelize in the bidding process.
- c) The Bidder/Contractor will not commit any offence under the relevant IPC/PC Act. Further the Bidder/Contract will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted Electronically.

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3. The Bidder/Contractor of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder/Contractor of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
4. The Bidder/Contractor will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
5. The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
6. The Bidder/Contractor will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment to the interests of Principal/Owner.
7. The Bidder/Contractor will not, directly or through any other person or firm use Coercive Practices against principal/owner and/or other bidder(s)/contractor(s). Coercie practices mean the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process.

### **Article 3: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner"s absolute right:

- 1)If the Bidder/Contractor, either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner at its discretion, is entitled to disqualify the Bidder/Contractor from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes after giving 14 days" notice to the contractor. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.



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2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) Criminal Liability: If any act/omission or conduct of a Bidder or contractor conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC/PC Act brought to the notice of the Principal/Owner, or if the Principal/ Owner has substantive suspicion in this regard, the Principal/Owner shall be at liberty to inform the same to law enforcing agencies for further investigation.

### **Article 4: Previous Transgression**

(i) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

(ii) 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. Principal/owner will be entitled to exclude the contractor from future tender/contract award processes for a period not exceeding three years.

(iii) Without prejudice to any other legal rights or remedies available to the principal under the relevant clauses of the tender document.

### **Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors**

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed

Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

### **Article 6- Duration of the Pact**

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This Pact begins when both the parties have legally signed it. It expires for the Contractor/ Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/ determined by the Competent Authority, Punjab National Bank.

### **Article 7-Independent External Monitor (IEM)**

1. The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) Sh. M. Deena Dalayan (IA & AS Retd.) & Sh. Raj Kumar Singh (IRS Retd.) for this Pact in consultation with the Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
2. The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to MD& CEO, Punjab National Bank.
3. The Bidder/Contractor accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor. The Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's project documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. In case of tenders having estimated value exceeding Rs 60 lakhs, the Principal/Owner will provide to the IEM sufficient information about all the meetings among the parties related to the Project and shall keep the IEM apprised of all the developments in the Tender Process.
5. As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. However, beyond this, the IEM has no right to demand from the parties that they act in a specific manner, and/or refrain from action or tolerate action.
- 6) The IEM shall submit a written report to the MD & CEO, of the Principal/Owner within 6 to 8 weeks from the date of reference or intimation to him by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) The word "IEM" would include both singular and plural.
- 8) IEMs will not use or pass on any information or document provided to it regarding plans, technical proposals and business details for the purpose of competition or personal gains etc.

### **Article 8- Other Provisions**

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1. This Pact is subject to Indian Law, place of performance and jurisdiction is place where office of the Principal/Owner, who has floated the Tender, is located.
2. Changes and supplements need to be made in writing.
3. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

**Article 9- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Integrity Pact. IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

..... (For and on behalf of Principal/Owner)

..... (For and on behalf of Bidder/Contractor)

**WITNESSES:**

1..... (Signature, name and address)

2. .... (Signature, name and address)

Place:

Dated:

**Annexure – XVI**

Letter/ Certificate from Bank (To be issued on Bank's letter Head)

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**TO WHOSOEVER IT MAY  
CONCERN**

This is to certify that M/s \_\_\_\_\_(Name of Bidder) is providing Aadhaar Enrolment Kits/Operators/both for our Bank's \_\_\_\_\_(no. of centres) Aadhaar Enrolment Centres since \_\_\_\_\_(date of empanelment) covering \_\_\_\_\_(no. of states) states.

M/s \_\_\_\_\_(Name of Bidder) has been awarded Aadhaar Enrolment Project for implementation at our Bank's Aadhaar Seva Kendras (ASKs). Overall performance of the operators engaged by the M/s \_\_\_\_\_(Name of Bidder) is satisfactory.

This letter is issued at the specific request of M/s \_\_\_\_\_ (Name of Bidder).

Authorised Signatory of the Bank with Seal.

Place :

Date :

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**Annexure – XVII**

**CHECKLIST**

<b>Sl. No</b>	<b>Particulars</b>	<b>Submitted (Yes/No)</b>	<b>Page No</b>
1.	Proof of RFP Cost		
2.	Proof of EMD		
3.	Technical Proposal Covering Letter (Annexure-I)		
4.	Technical Proposal Bid Form (Annexure-II)		
5.	Letter of Authorization for Submission of the Proposal (Annexure-III)		
6.	Compliance To Eligibility Criteria (Annexure IV)		
7.	Bidders Information (Annexure-V)		
8.	Compliance Statement (Annexure-VI)		
9.	Litigation Certificate (Annexure – VII)		
10.	Undertaking For Non- Blacklisted(Annexure – VIII)		
11.	Certificate of Incorporation		
12.	Undertaking (Annexure – IX)		
13.	Conformity with hard copy Letter – (Annexure-X)		
14.	Conformity Letter (Annexure-XI)		
15.	Bid Security Form (Annexure-XII)		
16.	Commercial Bid Format (Annexure-XIII)		
17.	Guidelines for Enrolment (Annexure-XIV)		
18.	Proforma for Integrity Pact – (Annexure –XV)		
19.	Power of Attorney and Copy of Board Resolution		