

**GOVERNMENT OF INDIA
PLANNING COMMISSION**

UNIQUE IDENTIFICATION AUTHORITY OF INDIA



BID DOCUMENT

for

**ENRICHMENT OF VTC (VILLAGE, TOWN,
CITY) DATA FOR 3 DISTRICTS**

TENDER No.R-12013/318/2013-ROB/2013-14/01 Dated 02nd August, 2013

Regional Office: Khanija Bhavan, #49, 3rd Floor, South Wing, Race Course Road, Bangalore – 560 001

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GOVERNMENT OF INDIA
UNIQUE IDENTIFICATION AUTHORITY OF INDIA
REGIONAL OFFICE
OFFICE OF THE DEPUTY DIRECTOR GENERAL
49, 3RD FLOOR, SOUTH WING,
KHANIJA BHAVAN, RACE COURSE ROAD, BANGALORE – 560001.

TENDER No.R-12013/318/2013-ROB/2013-14/01 Dated 02nd August, 2013

NOTICE INVITING TENDER

FOR

ENRICHMENT OF VTC (VILLAGE, TOWN, CITY) DATA FOR 3 DISTRICTS

LAST DATE FOR SUBMISSION OF TENDER: 22nd August, 2013 15:00 hours

**SUB: ENRICHMENT OF VTC (VILLAGE, TOWN, CITY) DATA FOR 3
DISTRICTS**

Sealed quotations are invited from reputed organizations, having qualified manpower and infrastructure to conduct field survey in connection with Enrichment of VTC (village, town, city) data for 3 districts (Kolar in Karnataka, Krishnagiri in Tamil Nadu and Chittoor in Andhra Pradesh), as specified in the tender documents.

The bidders are requested to go through the tender enquiry document(s) carefully, which shall form part of the contract. The bidders shall furnish all the information asked for, sign all the pages and submit the bid to the Deputy Director, UIDAI RO, #49, 3rd Floor, South Wing, Khanija Bhavan, Race Course Road, Bangalore-560001.

Contact Person : Ms. K Satyavati, Deputy Director, UIDAI, R.O., Bangalore

Phone : 080-22340104

E-mail : ksatyavati@uidai.gov.in

TENDER NOTICE FOR ENRICHMENT OF VTC (VILLAGE, TOWN, CITY) DATA FOR 3 DISTRICTS

ON BEHALF OF PRESIDENT OF INDIA, Unique Identification Authority of India, Planning Commission, Govt. of India, Regional Office, Bangalore, sealed tenders under **two-bid** system are invited from reputed and experienced agencies for providing the services relating to Enrichment of VTC (village, town, city) data for 3 districts including conducting field survey / studies and mapping of every location with latitude and longitude and location images.

Interested agencies fulfilling the eligibility criteria can download the Tender document from UIDAI's website (www.uidai.gov.in). After downloading the tender documents from the website, a Demand Draft (from Nationalized Banks only) of Rs.250/- (non-refundable) in favour of **"PAO, UIDAI"**, payable at Bangalore shall be enclosed along with the bid document as application fee. The bidders are also required to remit Rs.2,500/- towards EMD in the form of DD drawn on any Nationalized Bank in favour of **"PAO, UIDAI"** payable at Bangalore. Demand Drafts in respect of cost of the tender document and EMD should be enclosed to the 'Technical Bid' only.

The interested agencies are required to submit technical and commercial bid separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Commercial Bid" should be placed in a third Sealed Cover-III super-scribed **"Enrichment of VTC (village, town, city) data for 3 districts"**. Bids should reach the office of Deputy Director General, UIDAI, Regional Office, No. 49, 3rd Floor, South Wing, Khanija Bhavan, Race Course Road, Bangalore on or before **22nd August, 2013 15:00 hours**.

UIDAI reserves the right to reject any or all the offers without assigning any reason.

At any time prior to the deadline for submission of bids, UIDAI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the terms and conditions of the bid by an Addendum. The Addendum will be communicated by fax/mail to the bidders. They will acknowledge receipt of the Addendum. The Addendum will also be available on the UIDAI's website www.uidai.gov.in and it will be responsibility of the bidder to check the website on regular basis for updates.

Any further clarifications and/or corrigendum(s) shall be communicated through UIDAI website www.uidai.gov.in.

Sd/-
Deputy Director,
UIDAI, R.O., Bangalore.

Note: While submitting the offer and quoting, the bidder shall take into consideration the guidelines, terms and conditions and various clauses of the draft agreement.

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| | |
|--|--|
| Date of publication of tender | 02 nd August, 2013 |
| Last date for tender related enquiries | 12 th August, 2013 |
| Last Date & Time for Submission of Tenders | 22 nd August, 2013 15:00 hours |
| Time & Date of Opening Technical Bid | 22 nd August, 2013 15:30 hours |
| Time & Date of Opening Commercial Bid | Would be intimated on evaluation of technical bids |

BID FORM**TENDER No.R-12013/318/2013-ROB/2013-14/01****Dated 02nd August, 2013****To,****The Deputy Director,
Unique Identification Authority of India,
Bangalore – 560001.**

Sir / Madam,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we, undersigned, offer to execute the work “***Enrichment of VTC (village, town, city) data for 3 districts***” on the basis of field studies and landmark mapping of the locations” in conformity with terms and conditions stipulated in the Tender in accordance with the rates quoted herewith and made part of this bid.

I / We undertake, if my / our Bid is accepted, I / We shall execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document. If my / our Bid is accepted, I / We shall submit the securities as per the conditions mentioned in the contract.

I / We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon me / us and may be accepted at any time before the expiry of that period.

Until a formal Agreement is prepared and executed this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by me / us is properly sealed and prepared so as to prevent any subsequent alteration and replacement. I / We have enclosed DD/Pay Order towards cost of tender document, as per the details given below.

| |
|--|
| Paid Rs.250/- (Rupees Two Hundred and fifty only) towards cost of the tender document (Non-refundable) as per the details given below: |
| DD NO..... dated..... |
| Name of the Bank..... |
| Branch..... |

I / We have also enclosed DD/Pay Order towards Bid Security (EMD), as per the details given below.

Paid Rs.2,500/- (Rupees Two Thousand five hundred only) towards Earnest Money Deposit (EMD) as per the details given below:

DD NO..... dated.....

Name of the Bank.....

Branch.....

Dated thisday of..... (year)

Signature of Authorized Signatory.....

In capacity of.....

Duly authorized to sign the bid for and on behalf of.....

Witness.....

Signature.....

Address.....

TENDERER'S PROFILE

Passport size
photograph of the
Successful bidder
/authorized
signatory holding
power of attorney

1. Name of the Bidder / firm

.....

2. Name of the person submitting
the tender whose photograph is
affixed Sri/Smt

.....

**(In case of Proprietary / partnership firms, the tender has to be signed by
Proprietor / Partner only, as the case may be)**

3. Registered Office Address

.....

.....

.....

4. Address for communication

.....

.....

.....

e-mail id:

.....

.....

5. Telephone No. (With STD Code) (Off)

.....

(Fax)

.....

(Res)

.....

(Mobile)

.....

6. Registration & Incorporation particulars of the firm :

**(Please attach attested copies of documents of registration/incorporation of your
firm with the competent authority as required by business law)**

Proprietorship

.....

Partnership

.....

Private Limited

.....

Public Limited

.....

7. Name of the Proprietor/Partners/Directors

8. Permanent Account Number
(Attach a copy of PAN card)

9. Service Tax Registration No.

10. VAT/ TIN Registration No.

11. Bidder's bank, its address and bank account number, MICR, IFSC Code

Seal & Signature of the Agency

CERTIFICATE
(FOR DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE)

“I.....(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website” www.uidai.gov.in and no addition / deletion / correction has been made in the proforma downloaded. I also declare that I have enclosed a DD for Rs.....towards the cost of tender document along with the EMD.

Place : Signature of bidder/Authorized Signatory

Date : Name of the bidder

Seal of the bidder

I. **BRIEF DESCRIPTION OF THE WORK:**

UIDAI is involved in the enrolment of residents for Aadhaar. One of the issues encountered in the field during enrolment is the absence of a particular village or pin-code in the enrolment client software. The UIDAI master data has been created using inputs from India Post and Census Department, which needs to be updated on the basis of latest information by conducting field survey / study penetrating up to the last level of habitation and capturing key data with latitude, longitude and images of key locations in the habitation.

It is intended to enrich the above data in the following three districts viz.

- Chittoor in Andhra Pradesh
- Kolar in Karnataka and
- Krishnagiri in Tamil Nadu

The drill-down needs to be up to the hamlets, habitations, sub-villages level (including State, District, Sub-district, Taluk, Village or Gram Panchayat).

The details that need to be captured are as follows:

- photo of a landmark (such as a ration shop, government school, post office box, having the name of the village) in the given village
- the latitude and the longitude (preferably as part of the photo metadata) of the village
- the pin-code for the village
- additional attributes (whether the village is the GP or Hobli) for the village
- photo of the delivery post office along with latitude and longitude

Further, this data needs to be annotated daily onto digital map available on a website.

Approach

The various phases of the approach are:

- **Preparation Phase**

During this stage, existing data (UIDAI, Pin Code Data, Census 2011, State Revenue) inputs for 3 districts are reconciled to generate a superset list of villages. This list will contain attributes such as pin-code, village code (where available), Sub-district, etc. This will form the basis of the field work.

Report with statistical information (such as total number of villages, number of villages that do not have a village code (such as habitations, hamlets) is generated.

A digital database that can be used for field work is created. It is advisable to distinguish between villages that appear in both the Revenue as well as Census versus those that appear in either as the latter set will need greater attention at the field level.

- **Survey Phase**

During this phase, the specific data is collected from the villages. Further, this data is uploaded onto say a website on a daily basis.

Apart from data collection, meetings with say the Postal department, Revenue department officials (such as Village Officer), etc. will be planned. This will help in the addition of villages

Verification of the collected data (by say retired govt. officials) also will be planned.

- **Consolidation Phase**

During this phase, any gaps found are addressed. Additional verification will also be conducted.

Accordingly, UIDAI is looking for professionally competent agencies to undertake the job. The agency shall, inter-alia, be responsible for conducting field survey / study, data entry of the collected data, capturing of photos of the locations and mapping, maintaining the quality of data by undertaking different levels of inspections & scrutiny, validation and finalization of data, submission of interim reports, attending to the queries/clarifications of UIDAI during the field survey and also during data processing stage, preparation of final updated data, etc. The entire exercise should be completed within 5 weeks from the date of issue of LOI.

The successful agency would have to make their own arrangements of travel, accommodation and other related logistics at the concerned places for undertaking the work.

II. INSTRUCTIONS TO BIDDERS:

The agencies interested in being considered for undertaking this survey should have professional experience in conducting such surveys for reputed organizations. Interested organizations would be required to submit professional details of the agency as well as financial details. Professional details would include complete details of similar work done in the past with the names of the organizations for which the work was done, award letters, sample size covered for the surveys, copies of study reports. The financial details that would be required are PAN No., service tax registration no., annual turnover of the Institute/Organization, three years' balance sheets, as mentioned in the Tender Procedure for Technical Bid & Financial Bid. Agencies have to submit bid for the entire job.

The bidder shall furnish a description of the manner in which it would plan to execute the work. It should include approach, methodology and detailed work plan for carrying out the work in each district.

The financial quotes should cover the entire cost of survey, data entry, data cleaning, consolidation, training their survey staff / data entry operators, travels & allowances, all resource cost – technical and human, etc. The agency has to build in all these costs and provide UIDAI with a single cost. The cost quoted should be inclusive of all taxes.

The bids would be evaluated by a Technical Evaluation Committee; a score of minimum 70% will be qualified for opening of the price bid. The Technical evaluation will be based upon the following weightages

| Sl. No. | Area | Weightage |
|---------|--|-----------|
| 1. | Understanding of Problem Statement | 20% |
| 2. | Technical Solution Document <ul style="list-style-type: none"> - Scalability - Clarity of presentation - Accuracy / Completeness in capturing data | 40% |
| 3. | Experience of the Organization in similar kind of work | 20% |
| 4. | Quality of core personnel (minimum 3) to be deployed on the project <ul style="list-style-type: none"> - Total Years of Experience - Nature of Projects implemented - Educational Qualification | 20% |

Output Details

Sample format is given below. The highlighted columns may be pre-filled prior to field visit

| Column | Example |
|---|---|
| Village Name (in English) | Ghattakamadenahalli |
| Village Name in State language | ಘಟ್ಟಕಾಮದೇನಹಳ್ಳಿ |
| Latitude | +12° 59' 57.18" (12.999218) |
| Longitude | +78° 16' 55.81" (78.282169) |
| Code in Census | 622674 |
| Code in Revenue (Village Code, Habitation Code) | 1980900, 0 |
| Photo 1 – Ration Shop | Filename1.jpg |
| Photo 2 – Primary School | Filename2.jpg |
| Photo 3–Other Landmark | Filename3.jpg |
| Sub-District | Bangarapet |
| Sub-District Code | As per census - 05593 |
| Pin-code | 563121 |
| Post Office | Ghattakamadenahalli, B.O (type) |
| Post Office – Photo | PO-filename.jpg (if it exists in the village) |
| Verifier 1 Contact | Aadhaar, Name, Mobile, Headmaster |
| Verifier 2 Contact | Aadhaar, Name, Mobile, Village Office |
| Is a New Village/Habitation (Y/N) | N |
| Is a GP (Y/N), If Y - Name | N |
| Is a Hobli (Y/N), If Y – Name | N |
| Is in UIDAI database (Y/N) | Y |
| Remarks | Any other salient point |

Note that this is only a sample representation based on Karnataka Revenue data. Changes in labels may be proposed to the same based on state specific nomenclature.

Technology:

The technology for solution will typically consist of the following. This is only a suggested solution and the service provider can decide the level of automation to be incorporated.

| Sl. No. | Area | Functionality | Remarks |
|---------|-------------------|--|--|
| 1. | Field application | Capture of data (photo, latitude, longitude) | Mobile application (like an Andriod app) |
| 2. | Portal | Annotated digital map | Web based solution using digital maps (such as Google) |

The successful bidder shall have no right, title or interest in the work and shall not use it in any manner. The Bidder shall indemnify UIDAI against all third party claims of infringement of patent, trademark/copyright/intellectual property rights or industrial design rights arising from the use of the supplied software/hardware/manpower etc. and related services or any part thereof.

III. ELIGIBILITY CRITERIA / INSTRUCTIONS AND SELECTION PROCESS:

1. Minimum Qualification Criteria:

- (a) The bidder may be a Registered Proprietorship Firm / Partnership Firm / Company under Companies Act / Consortium having legal entity with all statutory licenses / registration for carrying out the work enunciated in the tender.
- (b) The Agency should have a minimum 3 years of experience as on 31.3.2013 in the relevant field.
- (c) Having sufficient infrastructure, professional & technical experts with supporting staff to complete the task stipulated in the tender document.

2. Bidding and selection process:

Selection of the Bidder will be selected on two stage evaluation process:

- a. Technical Evaluation and
- b. Commercial Evaluation.

- i) The Technical evaluation will be performed on the basis of technical qualification mentioned in Part I of this document. Technical Bids received without cost of tender document and EMD shall be rejected.

Cost of Tender document: The bidder is required to submit Rs.250/- in the form of DD drawn on any Nationalized Bank in favour of “**PAO, UIDAI**” payable at Bangalore.

EMD: The bidder is required to submit Rs.2,500/- in the form of DD drawn on any Nationalized Bank in favour of “**PAO, UIDAI**” payable at Bangalore.

- ii) UIDAI will examine the bids to determine, whether required processing fee has been furnished, whether the documents have been properly signed, whether the bids are generally in order and all other requirements are fulfilled for its acceptance.
- iii) UIDAI may waive any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and financial evaluation.
- iv) Prior to the detailed evaluation, UIDAI will determine whether each Bid is acceptable qualitatively, is generally complete and is substantially responsive to the Bid documents. For the purposes of this determination, a substantially responsive Bid is one that confirms to all the terms, conditions, scope of work and specifications of the Bid documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or --reservation is one (i) that affects in any substantial way the scope, quality of performance of the Contract; (ii) that limits in any substantial way and / or is inconsistent with the Bid documents or the UIDAI rights or the successful Bidder's obligations under the Contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidder's who are presenting substantially responsive Bids.
- v) If a Bid is not substantially responsive, it will be rejected by UIDAI, and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- vi) The bids will be evaluated by UIDAI to ascertain the technically and commercially responsive bid for the complete scope of work, as detailed in the Bid Documents.
- vii) The technical proposals shall be evaluated on the basis of their responsiveness to the Terms of Reference and deliverable of work offered by the bidder applying the evaluation criteria fixed by UIDAI. Each proposal will be given a technical score. All proposals shall be rejected at this stage, if it does not respond to important aspects of the Terms of Reference.
- viii) In order to assess the technical competitiveness, the agencies will be called for a presentation / technical demonstration. No payment will be made for this.
- ix) Tenders would be evaluated by UIDAI and the evaluation process will be based on a rating system including cost effectiveness, capability and reliability of the agency and success in conducting similar surveys and ability to meet all deadlines. UIDAI reserves the right to reject any or all the offers without giving any reasons whatsoever.

- x) After the technical evaluation is completed, UIDAI shall notify those bidders, whose proposals meet the minimum qualifying criteria and are considered responsive to the bid documents and Terms of Reference, indicating the date and time of opening of the financial bids also. The financial bids shall be opened in the presence of the successful bidders or their authorized representatives, who may choose to attend the bid opening.
- xi) Bidders, who do not qualify the technical evaluation shall be informed separately and their EMD and unopened financial bid shall be returned after award of the assignment.
- xii) The Evaluation Committee of UIDAI will assess the financial bids of the bidders, who have been declared eligible after technical evaluation.
- xiii) Commercial Offer shall be on a fixed price basis inclusive of travel, logistics, data entry and all other charges. The price shall remain fixed for the period of the contract and no changes for any reason what so ever will be allowed.

3. Award of the Assignment

The successful bidder shall have to furnish an 'Unconditional Acceptance' of the assignment, within seven days from the issue of the letter of intent. The successful Bidder shall execute an agreement of contract in the format given in **Annexure A** within fifteen days from the date of award of work failing which necessary action shall be initiated.

The selected agency shall provide details of the team ear-marked for the tendered work, for respective districts in advance. The team for the tendered work should comprise of core team (1 Team Leader, 1 Senior Data Analyst, and at least 2 Data Entry Operators) and field survey team (1 Supervisor for four Survey Teams and a Field Survey Team comprising of 2 experienced staff).

4. Security Deposit:

The successful bidder shall also have to furnish the required Security Deposit within a specified period of ten days from the date of award of work. The Security Deposit in the form of Performance Bank Guarantee (PBG) equal to 10 *per cent* of the value of the contract from a Nationalized Bank in the Proforma given in Annexure B. The Performance Bank Guarantee shall be valid until the end of three months after the completion date of the contract. The PBG will be released upon satisfactory completion of the work.

If the successful bidder does not furnish the required Bank Guarantee or does not accept the assignment within the stipulated target date, such non-compliance will constitute sufficient ground for forfeiture of its EMD and processing the case for further action against the agency.

5. Submission and withdrawal of Bids:

- a. Bids transmitted by fax or email will not be accepted for consideration.
- b. Bids received after the closing date and time will immediately be treated as disqualified. No over-writing / corrections etc. of any kind are allowed.
- c. Bids can be withdrawn by a written request received from the Bidder prior to the closing date and time.
- d. In submitting bids, bidders shall include history of agency comprising description of agency services, team involved, instances of similar surveys conducted earlier, a list of clients and the total cost of the present project.
- e. The decision taken by the UIDAI in the process of tender evaluation will be full and final.

IV. PERIOD OF CONTRACT:

The period of contract is five weeks from the date of award of work, to be adhered strictly as per the deliverables mentioned below.

Schedule:

| Sl. No. | Phase | Duration (in weeks) | Deliverables |
|---------|---------------|---------------------|--|
| 1. | Preparation | 1 | <ul style="list-style-type: none"> • Initial list of villages • Database for usage in the field • Application for the field • Website for daily upload of data |
| 2. | Survey | 3 | <ul style="list-style-type: none"> • Initial inputs from field • Data for all enumerated villages |
| 3. | Consolidation | 1 | <ul style="list-style-type: none"> • Final list of villages • Annotated digital map |

V. PAYMENT:

No advance payment shall be made. However, the full and final payment shall be made against submission of bill after acceptance of final report by UIDAI. The rates quoted should be firm and valid till the complete execution of the work.

UIDAI may deploy a team to assess the enriched data to ensure its quality as also to maintain the credibility. The successful bidder shall be required to provide requisite information and facilitate inspection by the RO team.

The total cost of the work as agreed with the successful bidder shall include service tax. Any other liability of payment of tax shall be of the agency conducting the work. Payments shall be subject to deductions of any amount for which the successful

bidder is liable under the agreement (such as penalties / damages). Further, all payment shall be subject to deduction of TDS (Tax deduction at source) as per the income-Tax Act and other Taxes as per rules. The successful bidder will be responsible for payment of statutory liabilities of all kind including local and other taxes. Service Tax would be paid on actual basis on production of proof of payment / document.

For transferring the payment through NEFT/RTGS, successful bidder shall furnish the details of Bank A/c No., MICR & IFSC code.

VI. PENALTY:

Any delay in submission of the draft & final reports beyond the stipulated time, without the prior written consent of UIDAI shall attract a penalty of 0.5 *per cent* of the total cost of the study, per week. However, if the delay is more than six weeks in submission of the report, the penalty will be imposed @ 5 *per cent* of the total cost of the work.

The assignment should be completed within the time stipulated in the agreement. Delay in submission of the report beyond the stipulated time shall attract penalty as provided for in the agreement. For factors beyond the control of the agency, suitable extension in time may, however, be granted at the request of the agency. UIDAI shall not pay any extra amount for any escalation in the cost of the assignment or any addition.

During the period of the assignment, UIDAI may modify the Terms of Reference and other terms and conditions of the assignment, if necessary, in order to strengthen / deepen its scope / coverage.

VII. TERMINATION OF THE CONTRACT:

If the bidder is not able to fulfill its obligations under the contract, which includes non-completion of the work, UIDAI reserves the right to select another bidder to accomplish the work. Any costs, damages etc. resulting out of the same shall have to be borne by the outgoing bidder. Violation of any of the terms and conditions of the tender / contract will attract forfeiture of EMD/Security deposit, cancellation of work order / termination of the contract, black-listing apart from taking such legal remedies as per available in law.

VIII. SPECIAL CONDITIONS OF THE CONTRACT:

1. The bidder must have adequate experience in similar field studies / survey work and must provide proof for this.
2. The work shall not be stopped on any ground, whatsoever.
3. UIDAI will have the copyright on the final report and will have exclusive rights to use it anywhere, in any manner.
4. Time is the essence of the contract and the successful bidder shall adhere to the time schedule and deadline as prescribed by UIDAI for execution of the work.
5. Regular inspections by UIDAI officials will be carried out to secure the overall quality of data. The inspections may be in the form of concurrent or post-survey inspection. If

any irregularities are found as a result of these inspections, the successful bidder needs to rectify the same. The successful agency shall be responsible to provide requisite information and facilitate inspection by UIDAI officials.

6. If it is found at any time that the work has not been done in accordance with the agreed terms and conditions, UIDAI shall be entitled to withhold payment and forfeit the EMD/SD/Bank Guarantee.

IX. GENERAL TERMS & CONDITIONS:

1. UIDAI, in its discretion, reserves the right to reject or accept any or all the tenders partly or completely at any time without assigning any reason thereof.
2. The work may be awarded to one or more successful bidder(s) as the case may be at the discretion of UIDAI.
3. An appropriate agreement will be executed by the successful bidder with UIDAI, on the agreed terms & conditions. UIDAI in its discretion reserves the right to cancel the contract at any time without assigning any reason. In case the work order is cancelled then the costs incurred will be borne by the successful bidder and under no circumstances the successful bidder shall claim for any payment or damages from UIDAI.
4. UIDAI reserves the right to elect:
 - a) To have any portion completed at the work order and/or the contract terms and prices; and/or
 - b) To cancel the remainder and pay to the successful bidder an agreed amount for partially completed services.
5. In the event of cancellation of work order / termination of contract, UIDAI shall be entitled to forfeit the security deposit either full or in part apart from taking such legal remedies as per available in law. The successful bidder shall thereupon forthwith hand over the data at that stage of work, which will be the property of UIDAI.
6. The successful bidder will comply with all Acts and/or Rules and Regulations framed by or Government of India / Competent Authorities relating to the work. UIDAI will not be answerable for the terms and conditions of employment of the staff engaged or the work undertaken by the successful bidder. The minimum wage, remuneration, working condition, holidays, leaves, employment benefits, etc. of supplied manpower should comply with applicable Labour Laws and other applicable rules of Government of Karnataka and Government of India.

X. SUB-CONTRACTING:

The successful bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let third party take benefit or advantage of the present contract or any part thereof. No sub-contracting of work shall be allowed and in the event if it is known and proved to UIDAI that the work is sub-contracted, the contract shall be terminated immediately.

XI. FORCE MAJEURE:

1. Notwithstanding the provisions contained above, the agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and 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.
2. For purposes of this Clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of UIDAI either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
3. If a Force Majeure situation arises, the agency shall promptly notify UIDAI in writing of such conditions and the cause thereof. Unless otherwise directed by UIDAI in writing, the agency shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. After due consideration, UIDAI may fix the target date for completion of the work.

XII. ARBITRATION:

The contract is governed by Arbitration Act, 1996 and any dispute resolution will lie in the jurisdiction of UIDAI, RO Bangalore. The successful bidder will make every effort to resolve amicably by direct informal negotiation any disagreement, dispute arising in connection with this contract any dispute which cannot be resolved shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties. The award made under this reconciliation shall be final and binding upon the parties hereto, subject to legal remedy available under law. Such differences/proceedings will be held at UIDAI, Regional Office Bangalore. All legal disputes are subject to the jurisdiction of Civil Courts Bangalore only.

TENDER DOCUMENT**UIDAI INVITES TENDER FOR PROVIDING
“ENRICHMENT OF VTC (VILLAGE, TOWN, CITY) DATA
FOR 3 DISTRICTS SERVICES”****MANDATORY CONDITIONS FOR QUALIFICATION OF BIDDER:****PROFORMA FOR TECHNICAL BID****(In separate sealed Cover-I super-scribed as Technical Bid)**

| | |
|--|--|
| Name & Address of the bidder (including legal status, ownership) with phone number, email and name and telephone/mobile number of authorized person for contact | |
| <p>Experience in the work of conducting field survey / studies and the similar work enunciated in the tender (Self-attested order copy issued by central/state/PSUs, banks, govt. offices, etc. to be enclosed along with tender documents).</p> <p>This shall cover the details of works of similar nature, cost of the project and duration of the contract carried out for the previous 3 years (2010-11, 2011-12 and 2012-13)</p> <p>Note: The genuineness of the documents submitted by the bidder along with the tender will be verified from the concerned issuing authority.</p> <p>Bidder should have a turnover of at least Rs.5 lakh from similar work mentioned in the tender in any of the last 3 years mentioned above.</p> <p>Note: The bidder will submit attested certificate from its Chartered Accountant, turnover, in last three financial years.</p> | |

DOCUMENTS TO BE SUBMITTED:

| | | |
|---|--|--|
| 1 | Please attach balance sheet of the company, duly attested by Chartered Accountant for last three (3) years, viz., FY 2010-11, 2011-12 and 2012-13 | |
| 2 | The Survey Agency should not have been blacklisted by central / state Government departments/ undertakings. The bidder shall furnish No Conviction certificate. | |
| 3 | <p>The Survey Agency should have conducted a minimum of 2 similar surveys. Copy of Work order/ certificate of completion.</p> <p>Outline of relevant experience of the Agency on works of a similar nature with details of past experience and current work in hand shall also be furnished.</p> <p>To facilitate technical evaluation relevant experience certificates shall be provided separately. Copy of Work Order/ Completion Certificate shall be attached for each of the assignments</p> | |
| 4 | <p>Agency shall provide brief detail of the human resources to be deployed for the proposed work. The following information may be provided:</p> <p>Qualification and experience of key personnel (Team Leader, Trainer-cum-coordinator, Senior Data Analyst, Data Analyst, Data Entry Operator and Field Supervisor) proposed for this project.</p> | |
| 5 | <p>(i) Service Tax Registration No. (Please attach copy)</p> <p>ii) PAN No.</p> | |

| | | |
|---|---|--|
| 6 | Acceptance of terms & conditions attached (Yes/No). Please sign each page of terms and conditions as token of acceptance and submit as part of tender document. | |
| 7 | Power of Attorney/authorization for signing the bid documents | |
| 8 | <p>Details of the DD of Rs.2,500 towards bid security (EMD) and a DD of Rs.250/-(cost of tender document)</p> <p>DD No.</p> <p>Date:</p> <p>Drawn on:</p> | |
| 9 | <p>A description of the manner in which agency would plan to execute the work. It should include approach, methodology and detailed work plan for carrying out the work.</p> <p>Technical Presentation in a CD or hard copy. Vendors are requested to include all information that may be necessary for such type of projects</p> | |

Declaration by the bidder:

This is to certify that I / We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them and also declare that I / We shall comply with all the statutory requirements and legal provisions, relevant in execution of the said work.

Enclosures:

1. DD No. _____ towards cost of tender document.
2. DD No. _____ towards EMD.
3. Terms & Conditions (each page must be signed and sealed)

Note:

- 1) If information given in the Technical Bid Form is incomplete to assess the technical capability of the bidder to undertake the work, such bid shall be rejected.
- 2) Over-writing/over-typing or erasing of figures is not allowed and shall render the tender invalid.

(Signature of bidder with seal)

Name :.....

Seal :

Address:

.....

.....

Phone No :

Fax No :

E-mail:

Place :

Date :

TENDER DOCUMENT**UIDAI INVITES TENDER FOR PROVIDING SERVICES
RELATING TO ENRICHMENT OF VTC (VILLAGE, TOWN,
CITY) DATA FOR 3 DISTRICTS****MANDATORY CONDITIONS FOR QUALIFICATION OF BIDDER:****PROFORMA FOR COMMERCIAL BID****(In separate sealed Cover-II super-scribed as Commercial Bid)**

| Description | Amount (all inclusive cost including taxes, duties etc.) |
|--|---|
| The financial quotes should cover the entire cost of survey, data entry, consolidation, training the survey staff / data entry operators, travels & allowances, accommodation, all resource cost – technical and human, other related logistics, etc. The bidder shall provide UIDAI with a single cost for the job. The cost quoted should be inclusive of all taxes. Commercial Offer shall be on a fixed price basis inclusive of all taxes, duties, cess, etc. | |

Rate: The bidder is required to quote its lowest cost and the amount so quoted should be all inclusive and no hike on whatsoever ground / reason would be allowed during the validity of the agreement. The successful bidder shall have to arrange its own staff. UIDAI would neither bear any expenses nor accept any responsibility for the same and there would be no relationship between UIDAI and the staff of the successful bidder. Rates so quoted shall be inclusive of all inputs such as, hardware, software cost, manpower, storage media, training and transportation or any other cost involved in the execution of work.

Note:

Over-writing / over-typing or erasing of figures is not allowed and shall render the tender invalid.

Declaration by the Bidder:

This is to certify that I / We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them and also declare that I / We shall comply with all the statutory requirements and legal provisions, relevant in execution of the said work.

Note:

1. No other charges would be payable by UIDAI.
2. There would be no increase in rates during the contract period of one year.

(Signature of bidder with seal)

Name :.....

Seal :

Address:

.....

.....

Phone No :

Fax No :

E-mail:

Place :

Date :

DECLARATION

1. I / We hereby declare that we have quoted rates in commercial bid after careful study of terms and conditions of tender documents. I / We shall also accept the decision of the UIDAI, in this regard.
2. I / We hereby also declare that I / We are in the business of above work, for which I / we have enclosed appropriate work experience certificate. I / We have all technical infra-structure and technical staff etc. for smooth and effective execution of above work. I / We have not been black listed by any Government (Central and state)/Board/Public undertakings/Banks/ R.B.I. etc.
3. I/We certify that the tender document contains _____(____) pages downloaded in the exact form published by UIDAI. No alterations and additions have been made in it to the best of my/our knowledge.

**SIGNATURE OF BIDDER
WITH SEAL**

Annexure A**FORM OF CONTRACT:****AGREEMENT**

This Agreement (hereinafter called the “contract”) is made the day of the month of, 2013, between **THE PRESIDENT OF INDIA ACTING THROUGH THE DEPUTY DIRECTOR GENERAL, UNIQUE IDENTIFICATION AUTHORITY OF INDIA, REGIONAL OFFICE**, 3rd Floor, Khanija Bhavan, South Wing, #49, Race Course Road, Bangalore – 560 001, (hereinafter called the “EMPLOYER”) which expression shall unless repugnant to the context or meaning thereof, mean, include and be deemed to include its successors, administrators, authorized representatives and permitted assignees of the one part

AND

M/S (hereinafter called the “CONTRACTOR”) which expression shall unless repugnant to the context or meaning thereof, mean, include and be deemed to include its successors, administrators, authorized representatives and permitted assignees, of the other part.

WHEREAS the EMPLOYER invited tenders for providing services relating to Enrichment of VTC (village, town, city) data for 3 districts including conducting field survey / studies and mapping of every location with latitude and longitude and location images (hereinafter called the “Services”) and whereas the said CONTRACTOR, having represented to the Employer that it has the required professional skills, and personnel and technical resources and submitted tender for the said work. Whereas such tender has been accepted and the contractor has provided Bank Guarantee (No.....) to the EMPLOYER for a sum of RUPEES ONLY (Rs.....) as security for the fulfilment of this Agreement.

WHEREAS the CONTRACTOR has agreed to provide the Services on the terms and conditions set out in TENDER No.R-12013/318/2013-ROB/2013-14/01 Dated 02nd August, 2013 at a value as per the Commercial Bid submitted in response to the said tender

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. The EMPLOYER shall pay the CONTRACTOR such other sums as shall become payable hereunder at the end in the manner specified in the said conditions. The invitation and notice of tender, tender agreement, acceptance of tender, letter of intent, pre-agreement correspondences, work order and general conditions together with summary shall be read forming part of this agreement and parties hereto shall respectively abide by and submit themselves to the conditions and stipulations and perform the agreement on their part respectively as contained in the above mentioned documents.

2. The contractor has accepted the contract on the terms and conditions set out in the TENDER NOTICE No.R-12013/318/2013-ROB/2013-14/01 dated 02nd August, 2013 which shall hold good during period of this agreement. Refund of security deposit shall be based on the timelines, terms and conditions and after deducting there from any sum due by the contractor to the Employer but without interest as has been specified in the Tender and shall form a part of the contract.

3. This agreement shall remain in force until the expiry of THREE (03) MONTHS from the date of entering into the contract but the Employer may cancel the contract at any time upon giving one month's notice in writing without compensating the contractor.

4. In witness whereof the said Contractor hath set his hand hereto and the Employer has affixed his hand and seal thereto the day and year first above written.

5. All terms and conditions as specified in the TENDER NOTICE No.R-12013/318/2013-ROB/2013-14/01 dated 02nd August, 2013, clarifications issued and corrigendum issued in regards to the TENDER NOTICE No.R-12013/318/2013-ROB/2013-14/01 dated 02nd August, 2013 as has been mentioned above in the document shall stand in force unless has been expressly agreed to in writing by both the parties.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1) In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender.

2) The following documents which are annexed to this agreement should be deemed to form and read and construed as an integral part of this agreement *viz.*,

- i. Tender Notice / Bid Document,
- ii. General Instructions and Tender conditions;
- iii. General conditions of contract;
- iv. Bid of the CONTRACTOR;
- v. Letter of Intent dated..... ;
- vi. Acceptance of the LoI dated by the CONTRACTOR;
- vii. Work Order dated.....

3) The EMPLOYER has received a sum of Rupeesonly (Rs.....) towards performance of contract in the form of Bank Guarantee (BG No..... dated..... issued byBank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with their respective laws as of the day and year first above written.

| | |
|--|--|
| Signed, Sealed and Delivered for and on behalf of M/s. | Signed, Sealed and Delivered for and on behalf of the President of India acting through the Deputy Director General, Unique Identification Authority of India, Regional Office, Bangalore. |
| Signed: | Signed: |
| Name: | Name: |
| Designation: | Designation: |
| Date: | Date: |
| Place: | Place: |

In the presence of:

| | |
|--------------|--------------|
| Signed: | Signed: |
| Name: | Name: |
| Designation: | Designation: |
| Date: | Date: |
| Place: | Place: |

Annexure B**Format of Bank Guarantee**

Dear Sirs,

Guarantee No. _____

Amount of Guarantee _____

Guarantee cover from _____

Last date for lodgement of claim _____

This Deed of guarantee executed by the (Name of Bank) having its Central Office at and amongst other places, a Branch at _____ (hereinafter referred to as 'the Bank') in favour of _____ (hereinafter referred to as 'the Beneficiary ') for an amount not exceeding Rs. _____ (Rupees _____) at the request of _____ (hereinafter referred to as 'the Contractor/s').

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of _____ (Rupees _____) and the Guarantee shall remain in full force up to _____ (Date of expiry) and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before the _____ (last date of the claim)

(On a non-judicial stamp paper of appropriate value)

BANK GUARANTEE FOR CONTRACT PERFORMANCE

Ref :
Bank Guarantee No. :
Date :
Amount of Guarantee :
Guarantee cover from :
Last date for lodgement of claim :

To

**The Deputy Director General,
 Unique Identification Authority of India,
 Regional Office, Bangalore,
 No.49, Khanija Bhavan, Race Course Road,
 BANGALORE - 560 001.**

1. In consideration of the President of India, acting through the Deputy Director General, Unique Identification Authority of India, Regional Office, No.49, Khanija Bhavan, Race Course Road, Bangalore - 560 001 (hereinafter called "THE EMPLOYER", which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees, having awarded in favour of M/s, hereinafter referred to as the CONTRACTOR, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees, a contract for providing services relating to Enrichment of VTC (village, town, city) data for 3 districts including conducting field survey / studies and mapping of every location with latitude and longitude and location images hereinafter referred to as the "CONTRACT" for a contract price of Rs..... on terms and conditions set out inter alia, in the EMPLOYER's Tender Notification No.R-12013/318/2013-ROB/2013-14/01 dated 02nd August, 2013 and the same having been unequivocally accepted by the CONTRACTOR and the CONTRACTOR having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire "CONTRACT" including the warranty obligations / liabilities under the contract equivalent to 10% (ten per cent) of the said value of the Contract if any, to the EMPLOYER amounting to Rs..... (Rupees only) as Contract Security in the form of a Bank Guarantee.

AND WHEREAS the CONTRACTOR has approached us, (Name of the issuing Bank) for providing the PERFORMANCE GUARANTEE, AND WHEREAS in consideration of the fact that the CONTRACTOR is our valued constituent and the fact that he has entered into the CONTRACT with you, WE (Name of the Bank) having our Registered Office at, _____ and local office at _____, India have agreed to issue the PERFORMANCE GUARANTEE.

THEREFORE WE (Name of the issuing Bank) through our local office at _____ India furnish you the PERFORMANCE GUARANTEE in manner hereinafter contained and agree with you as follows:

We (Name of the issuing Bank), undertake to indemnify you and keep you indemnified from time to time to the extent of Rs..... (Rupees only) an amount equivalent to 10% (ten *per cent*) of the Contract Price against any loss or damage caused to or suffered by or that may be caused to or suffered by you on account of any breach or breaches on the part of the CONTRACTOR of any of the terms and conditions contained in the Contract and in the event of the CONTRACTOR default or defaults in carrying out any of the work or discharging any obligation in relation thereto under the CONTRACT or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding the sum of Rs..... (Rupees only) may be claimed by you on account of breach on the part of the CONTRACTOR of their obligations in terms of the CONTRACT.

Notwithstanding anything to the contrary we agree that your decision as to whether the CONTRACTOR has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under Performance Guarantee but will pay the same forthwith on your demand without any protest or demur.

This Performance Guarantee shall continue and hold good until it is released by you on the application by the CONTRACTOR after expiry of the relative guarantee period of the Contract and after the CONTRACTOR had discharged all his obligations under the Contract and produced a certificate of due completion of the work under the Contract and submitted a "No Demand Certificate" provided always that the guarantee shall in no event remain in force after the day of without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of three months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

Should it be necessary to extend Performance Guarantee on account of any reason whatsoever, we undertake to extend the period of Performance Guarantee on your request under intimation to the CONTRACTOR till such time as may be required by you. Your decision in this respect shall be final and binding on us.

You will have the fullest liberty without affecting Performance Guarantee from time to time to vary any of the terms and conditions of the Contract or extend the time of performance of the Contract or to postpone any time or from time to time any of your rights or powers against the CONTRACTOR and either to enforce or forbear to enforce any of the terms and conditions of the Contract and we shall not be released from our liability under Performance Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the CONTRACTOR or any other forbearance, act, or omission on your part or any indulgence by you to the CONTRACTOR or by any variation or modification of the Contract or any other act, matter or things whatsoever which under law relating to sureties, would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs..... (Rupees only) as aforesaid or extend the period of the guarantee beyond the said day of unless expressly agreed to by us in writing.

The Performance Guarantee shall not in any way be affected by your taking or giving up any securities from the CONTRACTOR or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the CONTRACTOR.

In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we were your principal debtors notwithstanding any other security or guarantee that it may have in relation to the CONTRACTOR`'s liabilities, in respect of all your claims against the CONTRACTOR hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with any of the provisions of Performance Guarantee.

Subject to the maximum limit of our liability as aforesaid, Performance Guarantee will cover all your claim or claims against the CONTRACTOR from time to time arising out of or in relation to the Contract and in respect of which your claim in writing is lodged on us before expiry of three months from the date of expiry of Performance Guarantee.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post it shall be deemed to have been given when the same has been posted.

The Performance Guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that Performance Guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

The Performance Guarantee shall not be affected by any change in the constitution of the CONTRACTOR or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will endure to the benefit of and be available to and be enforceable by the absorbing or amalgamated company or concern.

The Performance Guarantee shall come into force from the date of its execution and shall not be revoked by us any time during its currency without your previous consent in writing.

We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the CONTRACTOR.

Notwithstanding anything contained herein:

- i. Our liability under this guarantee shall not exceed of Rs..... (Rupees only);
- ii. This guarantee shall be valid up and;
- iii. We are liable to pay the guaranteed amount or any part thereof under this guarantee only and only if you serve upon us a written claim or demand on or before

We have the power to issue Performance Guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute Performance Guarantee under the Power of Attorney to him by the Bank.

Dated this _____ day of _____ 2013.

For and on behalf of

SIGNATURE _____

BRANCH MANAGER

BANK'S COMMON SEAL

ADDRESS:

PLACE:

DATE:

WITNESSES:

1. (Signature with name in Block letters and with designation and Staff Code No.)
2. (Signature with name in Block letters and with designation and Staff Code No.)

Annexure C**FORM OF NON-DISCLOSURE AGREEMENT:****NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into on the day of the month of, 2013, between **THE PRESIDENT OF INDIA ACTING THROUGH THE DEPUTY DIRECTOR GENERAL, UNIQUE IDENTIFICATION AUTHORITY OF INDIA, REGIONAL OFFICE**, 3rd Floor, Khanija Bhavan, South Wing, #49, Race Course Road, Bangalore – 560 001, (hereinafter called the "DISCLOSING PARTY") which expression shall unless repugnant to the context or meaning thereof, mean, include and be deemed to include its successors, administrators, authorized representatives and permitted assignees of the one part

AND

M/S (hereinafter called the "RECEIVING PARTY") which expression shall unless repugnant to the context or meaning thereof, mean, include and be deemed to include its successors, administrators, authorized representatives and permitted assignees, of the other part.

WHEREAS the DISCLOSING PARTY invited tenders for providing services relating to Enrichment of VTC (village, town, city) data for 3 districts including conducting field survey / studies and mapping of every location with latitude and longitude and location images (hereinafter called the "Services") and whereas the said RECEIVING PARTY, having represented to the Employer that it has the required professional skills, and personnel and technical resources and submitted tender for the said work. Whereas such tender has been accepted and in connection with the execution of the said work, confidential information of the DISCLOSING PARTY may become available to the RECEIVING PARTY.

WHEREAS, the DISCLOSING PARTY desires to prevent the unauthorized use and disclosure of its confidential information and the RECEIVING PARTY agrees to prevent such unauthorized use.

NOW THEREFORE, in consideration of these premises and for other good and valuable consideration, receipt of which is hereby acknowledged, both the parties agree as follows:

- I. "**Confidential Information**": For purposes of this Agreement, Confidential Information shall mean data available in the UIDAI Aadhaar enrolment client software (pin code master data and all other information which may be disclosed by one Party or to which the other Party may be provided access by the disclosing Party or others in accordance with this Agreement, or which is generated as a result of, incidental to or in connection with the execution of the work, which is not generally available to the public.

- II. Non-disclosure Obligations:** The Receiving Party promises and agrees to receive and hold the Confidential Information in confidence. Without limiting the generality of the foregoing, the Receiving Party further promises and agrees:
- A. to protect and safeguard the confidential information against unauthorized use, publication or disclosure;
 - B. not to use any of the confidential information except for the execution of the work.
 - C. not to, directly or indirectly, in any way, reveal, report, publish, disclose, transfer or otherwise use any of the confidential information.
 - D. to restrict access to the confidential information to those of its officers, directors, and employees who clearly need such access to carry out the work.
 - E. to advise each of the persons to whom it provides access to any of the confidential information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the disclosing party, any of the confidential information, and, upon request of the disclosing party, to provide the disclosing party with a copy of a written agreement to that effect signed by such persons.
 - F. to comply with any other reasonable security measures requested in writing by the disclosing party.
 - G. to refrain from directly contacting or communicating by whatsoever means to the source(s) of information.
 - H. to undertake not to disclose any names and their particulars to third parties.
- III. Return of Confidential Information:** The Receiving Party agrees, upon termination of the Services or upon the written request of the other Party, whichever is earlier, to promptly deliver to the other Party all records, notes, and other written, printed, or tangible materials in the possession of the Receiving Party, embodying or pertaining to the confidential information.
- IV. No Right to Confidential Information:** The receiving party hereby agrees and acknowledges that no permission, either express or implied, is hereby granted to the receiving party by the other Party to use any of the confidential information.
- V. Losses:** The Receiving Party agrees to indemnify the other Party against any and all losses, damages, claims, or expenses incurred or suffered by the other Party as a result of the Receiving Party's breach of this Agreement.
- VI. Communication:** The two parties agree that the communication between the parties is considered delivered and reached other party if transmitted by fax or electronic means with proof of sending machine. The date of receiving the messages, notices or letters is the date of sending authenticated by the sending machine. All notices under this Agreement shall be deemed to have been duly given upon the mailing of the notice, postpaid to the addresses listed above, or upon the facsimile transmission, to the party entitled to such notice at the facsimile number set forth below.

- VII. **Term and Termination:** This Agreement shall commence on the date first written above. the receiving party's right to use the confidential information in connection with the execution of work shall continue in effect until the period of one year from the date above or the other party provides the receiving party with written notice of termination of such right, whichever is earlier.
- VIII. **Remedies:** The receiving party understands and acknowledges that any disclosure or misappropriation of any of the confidential information in violation of this agreement may cause the disclosing party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the disclosing party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the disclosing party shall deem appropriate. Such right of the disclosing party shall be in addition to remedies otherwise available to the disclosing party at law or in equity.
- IX. **Entire Agreement:** This Agreement embodies the entire understanding between the parties respecting the subject matter of this agreement and supersedes any and all prior negotiations, correspondence, understandings and agreements between the parties respecting the subject matter of this agreement. This agreement shall not be modified except by a writing duly executed on behalf of the party against whom such modification is sought to be enforced. Should any provisions of this agreement be found unenforceable, the remainder shall still be in effect.
- X. **No Waiver:** The failure of either party to require performance by the other party of any provision of this agreement shall in no way effect the full right to require such performance at any time thereafter.
- XI. **Successors and Assigns:** neither shall any party have any right to assign its rights under this agreement, whether expressly or by operation of law, without the written consent of the other party. This agreement and the party's obligations hereunder shall be binding on their representatives, permitted assigns, and successors of the parties and shall ensure to the benefit of representatives, assigns and successors of the parties.
- XII. **Governing Law:** This agreement shall be governed by and construed in accordance with the laws of India.
- XIII. **Attorneys' Fees:** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to attorneys' fees.
- XIV. **Modification:** This Agreement constitutes the sole understanding of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.

XV. Legal Address of the Parties:

| DISCLOSING PARTY | RECEIVING PARTY |
|--|------------------------|
| UNIQUE IDENTIFICATION AUTHORITY OF INDIA, REGIONAL OFFICE, 3 rd Floor, Khanija Bhavan, South Wing, #49, Race Course Road, Bangalore – 560 001 | |

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in accordance with their respective laws as of the day and year first above written.

| | |
|--|--|
| Signed, Sealed and Delivered for and on behalf of M/s. | Signed, Sealed and Delivered for and on behalf of the President of India acting through the Deputy Director General, Unique Identification Authority of India, Regional Office, Bangalore. |
| Signed: | Signed: |
| Name: | Name: |
| Designation: | Designation: |
| Date: | Date: |
| Place: | Place: |

In the presence of:

| | |
|--------------|--------------|
| Signed: | Signed: |
| Name: | Name: |
| Designation: | Designation: |
| Date: | Date: |
| Place: | Place: |