

Baroda Global Shared Services Ltd

(A wholly owned subsidiary of Bank of Baroda)

Request for Proposal [RFP]

For

EMPANELMENT OF AGENCIES FOR OPERATING AADHAAR ENROLMENT CENTERS ESTABLISHED AT IDENTIFIED BRANCHES OF BANK OF BARODA INCLUDING ERSTWHILE VIJAYA AND DENA BANKS

RFP REF NO: BGSSL/RFP/FI/2020-21/01

Date: 18/11/2020

Registered office:
5TH Floor, Baroda Sun Tower,
C -34,G Block , BKC, Bandra East,
Mumbai -400051

The information provided by the bidders in response to this RFP Document will become the property of the BGSSL and will not be returned. The Company reserves the right to amend, rescind or reissue this RFP Document and all amendments will be advised to the bidders and such amendments will be binding on them. The Company also reserves its right to accept or reject any or all the responses to this RFP Document without assigning any reason whatsoever and without any cost or compensation therefor.

This document is prepared by BGSSL for its requirement of Empanelment of Agencies for operating Aadhaar Enrolment centres established identified branches of Bank of Baroda including eDena and eVijya Bank. It should not be reused or copied or used either partially or fully in any form.

BID Control Sheet

Sl. No.	Description	Details
1.	Tender Reference	BGSSL/RFP/FI/2020-21/01 Date: 18-11-2020
2.	Brief Description of the RFP	Empanelment of Agencies for operating 998 Aadhaar Enrolment Centres established at our Client's Bank branch premises, for Aadhar-enrolment updation facilities for their customers/residents.
3.	Cost of Tender documents (Non Refundable)	Rs.10,000/- (INR Ten Thousand Only)
4.	Earnest Money Deposit (EMD)	Rs 10,00,000/- (INR Ten Lacs only)
5.	Date of publishing the tender on Baroda Global Shared Services Ltd (BGSSL)'s website	18-11-2020
6.	Last date for submitting queries for the Pre-bid Meeting	26-11-2020 before 13:00hrs IST
7.	Pre-Bid meeting /Venue	Response to the queries shall be submitted on the website of the Company.
8.	Last Date and Time for receipts of tender bids	10-12-2020 before 15:00hrs IST
9.	Date and time of Opening of Part A-Technical Bid.	10-12-2020 before 16:00hrs IST
10.	Date and time of Opening of Part-B- Commercial Bid	Will be informed subsequently to Technically qualified bidder.
11.	Address for Communication and Submission of Tender Contact Person	Mr.Paresh Prajapati Manager - Admin Department Baroda Global Shared Services Ltd. C/o Bank of Baroda 27th Floor, GIFT One Tower GIFT City, Gandhinagar 382355 Gujarat.
12.	Email address	vendormgmt@bgss.in
13.	Contact Telephone	079-61800330
14.	Contact Person	Mr.Paresh Prajapati

This document can be downloaded from our website <https://www.bgss.in/tenders.htm>. In that event, the bidders should pay the Application Fee for tender document by means of DD, drawn on any scheduled Commercial Bank for the above amount in favour of Baroda Global Shared Services Ltd. payable at Mumbai and submit the same along with the Bid document.

DISCLAIMER

The information contained in this Request for Proposal (“RFP”) document or information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of Baroda Global Shared Services Ltd., (BGSSL) (or its Client Bank), is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by BGSSL to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. BGSSL or its client makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. BGSSL does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

BGSSL reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on our Website and it will become part and parcel of RFP.

BGSSL in its absolute discretion, but without being under any obligation to update, amend or supplement the information in this RFP. BGSSL reserves the right to reject any or all the expression of interest / proposals received in response to this RFP document at any stage without assigning any reason whatsoever. The decision of BGSSL or its Client shall be final, conclusive and binding on all the parties.

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ABBREVIATIONS USED IN THIS DOCUMENT

1	UIDAI	Unique Identification Authority of India
2	BG	Bank Guarantee
3	EA	Enrolment Agency
4	DD	Demand Draft
5	DIT	Department of Information Technology
6	EMD	Earnest Money Deposit
7	HO	Head Office
8	LD	Liquidated Damage
9	NEFT	National Electronic Funds Transfer
10	OS	Operating System
11	AEC/EC	Aadhaar Enrolment Centre (Aadhaar Enrolment & Updation Centre)/ Enrolment Centre
12	RFP	Request For Proposal [Interalia the term 'Tender' is also used]
13	RTGS	Real Time Gross Settlement
14	GST	Goods and Service tax
15	SLA	Service Level Agreement
16	BGSSL	Baroda Global Shared Services Ltd.,
17	CLIENT	BGSSL's CLIENT

INTRODUCTION

About BGSSL

BARODA GLOBAL SHARED SERVICES LTD., is a Subsidiary of Bank of Baroda, is established under the Companies Act 1956, having its Registered Office at 5th Floor, Baroda Sun Tower, C-34, G-Block, Bandra - Kurla Complex, Bandra (E), Mumbai 400 051. Our Client Bank (parent bank) is a Registrar and also an Enrolment Agency under UIDAI for enrolment and updation of Aadhaar of residents.

About RFP

This Request for Proposal is being issued by BGSSL for and on behalf it's client, inviting proposals from eligible Bidders for operating AEC's, providing various services related to Aadhaar such as carrying out the enrolment of residents for the Unique Identification (UID) and updating the demographic & biometric details etc., for a period of TWO years from the date of Agreement. The tenor may be extendable for further period/s at the discretion of BGSSL as per the requirement/ direction from UIDAI/ Government of India, as per the terms and conditions, technical specifications and scope of work described elsewhere in this document.

It is proposed to establish 998 Aadhaar Enrolment Centres Pan India in the identified branches of our parent Bank and erstwhile Vijaya and Dena Bank, for providing Aadhaar services such as Aadhaar enrolment and updations to residents. The Bank has purchased on its own Aadhaar enrolment kits required for functioning. The proposed RFP is for providing Aadhaar enrolment services at the identified AECs. The details of the respective AEC are furnished in Annexure XII.

The RFP document is not a recommendation, offer or invitation to enter into a contract agreement or any other arrangement in respect of the services. The provision of the services is subject to observance of selection process and appropriate Agreement being executed between the BGSSL and successful bidder as identified after completion of the selection process.

Objective

BGSSL on its own and on behalf of its client (parent) Bank, intends to select vendor/s for operating AEC's providing various services relating to Aadhaar such as carrying out the enrolment of residents for the Unique Identification (UID) and updating the demographic & biometric details etc., at 998 Aadhaar Enrolment Centres (AECs) established at identified branch premises of parent Bank of Baroda and erstwhile Vijaya and Dena Bank, on pan India basis, for a period of two years from the date of Agreement, which is extendable for further period/s at the discretion of BGSSL as per the requirement/ direction from UIDAI/ Government of India.

Instructions to Bidder: Standard

PART 1 - STANDARD

1.1 Definitions

- 1.1.1 “Bidder” means any Agency that may operate or operates the AEC’s for providing Aadhaar enrolment services for BGSSL’s Client bank under the Contract, also referred as “Service Provider”.
- 1.1.2 “Instructions to Bidders” means the document which provides interested Bidders with all information needed to prepare their bids. This document also details out the process for the selection of the Bidder.
- 1.1.3 “Scope of Work” (SOW) which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the BGSSL and the Bidder.
- 1.1.4 “Standard Contract”/ “SLA”/ “Agreement” is the one which provides the standard contract agreement to be signed between BGSSL and the selected Bidder.

1.2 Introduction

- 1.2.1 This RFP (Request for Proposal) is being issued for providing Aadhaar enrolment services at the AECs established at identified parent Bank’s (Bank of Baroda) branch premises Pan India, including erstwhile Vijaya and Dena Bank, for Aadhaar enrolment and updation facilities for bank customers and residents.
- 1.2.2 The name of the assignment/job has been mentioned in Part II -Data Sheet. Detailed scope of the assignment/job has been described in the Scope of Work.
- 1.2.3 The date, time and address for submission of the bid have been given in Part II Data Sheet.
- 1.2.4 Interested Bidders are invited to submit details pertaining to eligibility criteria, Technical Bid and Commercial Bid for providing services required for the assignment named in the Data Sheet.
- 1.2.5 BGSSL is not bound to accept any bids and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.

1.3 Eligibility Criteria:

S.No.	Eligibility of the Bidder	Supporting Documents
1.	Bidder should be a Registered company/Firm in India and should be in operation for a minimum period of 2 years as on 30.09.2020. The Bidder should not be Banking Company or a Non-Banking Financial Company.	Copy of the certificate of incorporation/Registered Deed of the firm should be enclosed as documentary proof.
2	In case of a consortium, one of the members of a consortium should act as the prime agency and shall be solely responsible to BGSSL for executing the enrolment activities and contractual obligations, if selected for carrying out enrolment activities. The prime agency should submit the bid on behalf of the consortium.	Letter of Association in case of Consortium /certified true copy of the consortium agreement between the Prime Bidder and the other members of the consortium.
3	The Bidder should have been operating a minimum of 150 Aadhaar enrolment centres at any given point of time.	Necessary physical / logical proof for the same namely, Experience certificate/ work orders or any other proof from concerned organizations shall be provided.
4	The Bidder Company should have positive net worth in the last two financial years.	A copy of relevant years' audited annual reports / financial statements shall be submitted with the offer in support of net worth.
5	The Bidder should have an average turnover/Income of Rs.10 crores or above during the last 2 financial years, viz 2018-19 & 2019-20	Audited Financial Statements, audited report for 2018-19 & 2019-20 and certificate from Chartered Accountant with UDIN number for the year 2019-20, in the absence of Audited Balance sheet.
6	The bidder should be able to provide efficient and effective support at all the centres so as to meet service support with 24 hours' time.	A commitment to this effect should be furnished and Undertaking in letter head to provide onsite support.

7	The Bidder shall not have been blacklisted by any government organization such as UIDAI/IBA/RBI/GOVT./ Public Sector Undertakings during the last 2 years and the said disability if existed should not be in force as on the date of submission of bids.	Undertaking letter /Confirmation letter from the participating Bidder on their official letter head duly signed by the authorized person.
8	The services of the bidder should not have been terminated for unsatisfactory work or fraudulent activity by Central, or any State/UT Government or their undertakings.	Undertaking letter /Confirmation letter from the participating Bidder on their official letter head duly signed by the authorized person.
9	The bidder should have technically qualified engineers/Personnel, who have expertise to support installations & working of Aadhaar enrolment kits.	Letter of confirmation duly detailing the technical competency and support facility available.
10	Bidder company should not be owned or controlled by any Director or employee (or relatives of Bank of Baroda / BGSSL).	Self-declaration letter
<p>Only those bidders who meet the eligibility criteria specified above will be eligible to respond to this RFP. The bidder's proposal shall contain the relevant information and supporting documents (as specified) to substantiate the eligibility of the bidder vis-à-vis the technical criteria.</p>		

1.4 The list of supporting documents to be submitted:

The list of mandatory supporting documents to be submitted is:

- 1.4.1 Certificate of Incorporation from Registrar of Companies (ROC) or certificate of Registration / Evidence of legal status of Bidder (Single Agency/all Consortium members) or Registered Deed.
- 1.4.2 Letter of Association in case of Consortium /certified true copy of the consortium agreement between the Prime Bidder and the other members of the consortium, describing the respective roles and responsibilities of all the members, in meeting the overall scope and requirements of the proposed project.
- 1.4.3 Company's Audited Certified Financial Statements (of Single Agency/Prime Agency in case of consortium) for the last 2 financial years i.e., 2018-19 and 2019-20 (please include the sections on P& L, turnover, Assets and Balance Sheet). In the absence of Audited Balance sheet for the year 2019-20, Chartered Accountant certificate with UDIN number should be provided by all types of bidder.

1.4.4 Declaration from the Senior Management citing that the organization has not been blacklisted by Central/State/UT Government/UIDAI or their undertakings and has not been charged for any fraudulent activity.

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

1.4.6 Proof of organization's PAN number, TIN no., GST etc.,

1.4.7 Profile of the Organization giving relevant details of nature of work, experience, infrastructure, resources etc.

1.4.8 Letter of Authority/the Power of Attorney duly attested by the bidder demonstrating that the representative has been duly authorized to sign.

1.5 Only one Bid

1.5.1 A Bidder shall submit only one Commercial bid only applicable to the zone, however more than 1 zone can be applied.

1.6 Bid Validity

1.6.1 The bid submitted by the vendors shall be valid for a period of 6 months from the date of submission.

1.7 Tenor of Contract

1.7.1 The tenor of contract is for a period of two years from the date of Agreement, which is extendable for further period/s at the discretion of our client-bank.

1.8 Scope of work

AS PER ANNEXURE IV

1.9 Clarification and Amendment of RFP Document

1.9.1 Bidders may request a clarification in the RFP document up to the number of days indicated in the Data Sheet before the bid submission date. Any request for clarification must be sent in writing, or by standard electronic means to the address as per RFP.

1.9.2 At any time before the submission of Bids, BGSSL may amend the RFP by issuing an addendum/corrigendum in writing or by hosting in the website. The addendum/corrigendum will be binding on all the bidders.

1.10 Taxes

- 1.10.1 The Bidder may offer the price inclusive of all taxes / service charges, if any, but exclusive of GST. The amount of GST should be claimed in the invoice, which will be paid in actuals at our end.

1.11 Payment to Bidders

- 1.11.1 Payments shall be made to the Bidder by BGSSL on a monthly basis based on number of days each AEC is active and agreed Fixed charges subject to the outcome of RFP per AEC per month. GST amount on this will be paid separately.
- 1.11.2 The Bidder has to submit his Bill/ Invoice with comprehensive statement of enrollment/ UID issued, biometric updates, Aadhaar updations done etc. details as per the requirement to BGSSL.
- 1.11.3 The Bidders should raise the Invoice State wise or location Schedule-wise as per the requirement under GST rules. The Invoice should be raised on BGSSL.
- 1.11.4 The active status of AEC shall be identified using the Performance Management tool which tracks the daily activity, enrolments, updations etc at the AEC. A weekly average of minimum 7 HRS per day active time on Performance Management tool is considered for identifying if the AEC is active.
- 1.11.5 The payments are done centrally by BGSSL. Any deductions by UIDAI, other taxes, any penalties due to malpractice/corruption, operator's mistakes, inactiveness of the centres, penalty due to non-working of the AEC, restructuring of AEC's Proportionate penalty towards authentication charges due to not reaching of stipulated average fixed by UIDAI etc., will be recovered from payments to the bidder.
- 1.11.6 The Invoices will be processed only after release of Sanction Order for that particular month by UIDAI, pertaining to New enrolments made and Mandatory biometric updates done for the corresponding month.
- 1.11.7 No charges will be paid to the service provider for downloading & printing of Aadhaar.
- 1.11.8 Penalties as per SLA relating to operators viz. Mis/Rude behaviour, mistakes or any fraudulent activities will be levied/deducted while releasing the monthly payments.
- 1.11.9 Applicable taxes shall be paid extra at actual at the prevailing rates.
- 1.11.10 TDS will be deducted as applicable.

1.12 Bid document, cost & Pre-Bid Queries

- 1.12.1 The RFP document can be downloaded from the website <https://www.bgss.in/tenders.htm> under Tenders. Bidders are required to pay

Rs.10,000/- towards Tender Application Fee in the form of Demand Draft drawn on any schedule commercial Bank, in favour of Baroda Global Shared Services Ltd., payable at Gandhinagar along with applications.

1.12.2 The Tender Application Fee is Non-Refundable. Bids without tender fee will be rejected summarily.

1.12.3 The bidder should carefully examine and understand the specifications, terms and conditions of the RFP and may seek clarifications, if required. The bidders in all such cases shall seek clarification in writing in the same serial order of that of the RFP by mentioning the relevant page number and clause number of the RFP.

1.12.4 All communications regarding points requiring clarifications and any doubts shall be given in writing to the Manager- Aadhar Admin.

1.12.5 No oral or individual consultation shall be entertained.

1.13 Earnest Money Deposit (EMD)/ Bank Guarantee In Lieu Of EMD:

1.13.1 The bidder shall furnish Non interest earning **Earnest Money Deposit (EMD) of Rs.5 lakhs**, by way of Demand Draft drawn on any Scheduled Commercial Bank in India in favour of Baroda Global Shared Services Ltd., payable at Mumbai and should be kept along with the **Part-A-Technical Proposal**.

1.13.2 In case the EMD is submitted in the form of Bank Guarantee the same should be valid for the minimum period of 6 months with additional claim period of 3 months from the last date for submission of offer. BGSSL at its discretion can demand for extension for the validity of EMD. The format for submission of EMD in the form of Bank Guarantee is as per Annexure XIII.

1.13.3 The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Baroda Global Shared Services Ltd., shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). The format for submission of EMD in the form of Bank Guarantee is as per Annexure XIII. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be rejected summarily.

1.13.4 Submission of EMD in other than Part A-Technical Proposal Envelope is liable to be rejected on grounds of non-submission of EMD.

1.13.5 The EMD of the Bidders not qualified under Technical Proposal will be returned within 15 days after opening the Commercial Bid. The EMD of Technically Qualified bidders will be returned upon the selected bidder accepting the order and furnishing the Performance Bank Guarantee.

1.13.6 The EMD shall be forfeited by BGSSL in the following events:

- a) If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- b) If the Bid is varied or modified in a manner not acceptable to BGSSL after opening of Bid during the validity period or any extension thereof.

- c) If the Bidder tries to influence the evaluation process.
- d) If the Bidder withdraws his Bid during finalization (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).
- e) If the selected bidder fails to accept the purchase order within 7 days or fails to sign the contract or fails to furnish performance guarantee in accordance with the terms of the RFP.

1.14 Security Deposit/ Performance Guarantee

- 1.14.1 The selected Bidder shall be required to furnish a Security Deposit/Performance Bank Guarantee within 15 days of the acceptance of the purchase order equivalent Rs 25,000/- per Aadhar Enrolment Center or 10% of total contract value whichever is higher. The Guarantee should be irrevocable bank guarantee from a scheduled commercial bank in India in favour of Baroda Global Shared Services Ltd., for the entire period of contract with additional 90 days claim period.
- 1.14.2 If the Security Deposit /Performance Guarantee is not submitted within the time stipulated above, penalty at 0.50% (Plus GST) for each completed calendar week of delay or part thereof on the value of the order (Exclusive of Taxes) will be deducted from the delivery payment or from any other payments for the delay in submission of Bank Guarantee. The total penalty under this clause shall be restricted to 5% (Plus GST) of the total order value (Exclusive of Taxes).
- 1.14.3 Security Deposit should be submitted by way of DD drawn on Baroda Global Shared Services Ltd., payable at Gandhinagar / Bank Guarantee may be obtained from any of the Scheduled Banks (other than Bank of Baroda). The Bank Guarantee issued by the issuing Bank on behalf of Bidder in favour of Baroda Global Shared Services Ltd. and shall be in paper form as well as issued under the "Structured Financial Messaging System" (SFMS). However, it should be as per Annexure-IX. Any bank guarantee submitted in physical mode, including EMD/bid guarantee which cannot be verifiable through SFMS will be summarily rejected.
- 1.14.4 Security Deposit/Performance Bank Guarantee should be valid for Total Contract Period of 2 years from the date of Agreement and shall be retained till the completion of Contract period of 2 years. The guarantee should also contain a claim period of Three months from the last date of validity.
- 1.14.5 The selected bidder shall be responsible for extending the validity date and claim period of the Bank guarantees as and when it is due, on account of incompleteness of the project and warranty period.
- 1.14.6 The security deposit / bank guarantee will be returned to the bidder on completion of Contract Period.
- 1.14.7 **BGSSL** shall invoke the Bank guarantee before the expiry of validity, if the assignment is not being carried out as per RFP conditions or the guarantee is not extended, or if the selected bidder fails to complete his obligations under the contract. The Bank shall notify the selected bidder in writing before invoking the Bank guarantee.

1.15 Tender Preparation and Submission of Bids

Bid System Offer

This is two bid system, which has following 2 (Two) parts:

Part A-Technical Proposal:

Indicating the response to the Eligibility Criteria & Technical specification for EMPANELMENT OF AGENCIES FOR OPERATING AADHAAR ENROLMENT CENTERS ESTABLISHED AT IDENTIFIED BRANCHES OF BANK OF BARODA INCLUDING ERSTWHILE VIJAYA AND DENA BANKS.

Part B-Commercial Bid:

Furnishing all relevant information required as per Bill of Material (Annexure-III).

Preparation of Bids:

- 1.15.1 The bidders shall submit the Bid Covering letter as given in Annexure I.
- 1.15.2 All supportive documents pertaining to Eligibility Criteria as per Point No.1.3 & 1.4 of the RFP to be submitted.
- 1.15.3 Attested copies of Article of Association/Memorandum of Association of the company, GST registration certificate, PAN of the company/firm etc.,
- 1.15.4 The Bid shall be typed or written in English language with font size of 12 in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall affix signature in all pages of the Bids, except for un-amended printed literature.
- 1.15.5 The two parts as stated above, should be placed in two separate envelopes superscribed with 'Technical Proposal' and 'Commercial Bid' respectively and properly closed and sealed. Thereafter, both the envelope shall be placed inside another envelope and properly closed and sealed. The both envelopes should be superscribed as " Offer to EMPANELMENT OF AGENCIES FOR OPERATING AADHAAR ENROLMENT CENTERS ESTABLISHED AT IDENTIFIED BRANCHES OF BANK OF BARODA INCLUDING ERSTWHILE VIJAYA AND DENA BANKS. (includes separately sealed 'Technical Proposal' and 'Commercial Bid') on the top of the envelope. All the envelopes shall bear the name and complete postal address of the bidder as well as the addressee
- 1.15.6 The Bids must be sent to the address/addresses indicated in the Data Sheet not later than the time and the date indicated above, or any extension to this date. Any bid received after the deadline for submission shall be returned unopened.

- 1.15.7 BGSSL shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a case for Bid rejection. If the Commercial Bid is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Bid non- responsive.
- 1.15.8 If the last day of submission of bids is declared as a holiday under NI Act by the Government subsequent to issuance of RFP, the next working day will be deemed to be the last day for submission of the RFP. The Bid/s which is/are deposited after the said date and time shall not be considered.
- 1.15.9 All the pages of Bid including Brochures should be made in an organized, structured, and neat manner. Brochures / leaflets etc. should not be submitted in loose form. All the pages of the submitted bids should be paginated with Name, Seal and Signature of the Authorized Signatory. Bids with erasing / overwriting / cutting without authentication may be liable for rejection.
- 1.15.10 Authorization letter for signing the Bid documents duly signed by Company's Authorized signatory should be submitted - Annexure VIII.
- 1.15.11 Power of Attorney of the Authorizing person or Board resolution to be submitted.
- 1.15.12 The bid/s properly superscribed in the manner prescribed in earlier clauses of this RFP should be deposited on the Date & Time and at the Venue specified in the Bid Schedule.

Part A-Technical Proposal:

- 1.15.13 Technical Proposal should be submitted as per Eligibility criteria & Annexure II.
- 1.15.14 Commercial Bid **without any commercials** as per Annexure III, is to be enclosed
- 1.15.15 The offer may not be evaluated and may be rejected without any further reference in case of non-adherence to the format.
- 1.15.16 The Technical Proposal should be complete in all respects and contain all information sought for, as per Annexure II. Masked Bill of Material (Commercial Bid) must be attached in Technical Offer and should not contain any price information. Technical Proposal without masked Bill of Materials will be liable for rejection.
- 1.15.17 Masked Bill of Material which is not as per below instruction will make Bid liable for rejection.
- 1.15.18 Should be replica of Bill of Material except that it should not contain any price information (with Prices masked).

- 1.15.19 It should not provide any price information like, unit price, tax percentage, tax amount, etc.
- 1.15.20 After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as “PART A Technical Proposal for “EMPANELMENT OF AGENCIES FOR OPERATING AADHAAR ENROLMENT CENTERS ESTABLISHED AT IDENTIFIED BRANCHES OF BANK OF BARODA INCLUDING ERSTWHILE VIJAYA AND DENA BANKS” in response to BGSS/RFP/AEC/2020-21 dated 18.11.2020

Part B-Commercial Bid :

- 1.15.21 Commercial Bid should be submitted as per the instruction in Annexure III.
- 1.15.22 **The Commercial Bid shall be prepared as per Annexure III**
- The Commercial bid shall not include any conditions attached to it and any such conditional Commercial bid shall be summarily rejected.
- 1.15.23 The original Commercial Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the Bid must initial such corrections.
- 1.15.24 Bidders should provide the price of their services in Indian Rupees only.
- 1.15.25 Commercial Bid shall be submitted as per Bill of Material and other terms and conditions of RFP on prices. Bill of Material should give all relevant price information as per Annexure-III. Any deviations from the Bill of Material / non submission of prices as per the format shall make the bid liable for rejection.
- 1.15.26 Under no circumstances the Bill of Material with Quotes should be kept in Part A (i.e. Technical Proposal) Covers. The placement of Bill of Material with quotes in Part A (i.e. Technical proposal) will make bid liable for rejection.
- 1.15.27 The Bill of Material must be attached in Technical Proposal as well as Commercial Bid. The format will be identical for both Technical Proposal and Commercial Bid, except that the Technical Proposal should not contain any price information (with Prices masked). Any change in the Bill of Material format may render the bid liable for rejection.
- 1.15.28 Bidder must take care in filling price information in the Commercial Offer, to ensure that there are no typographical or arithmetic errors. All fields must be filled up correctly. The Commercial Bids that are incomplete or conditional are liable to be rejected.
- 1.15.29 After ensuring the above, it shall be placed inside a separate Envelope and sealed and superscribed on the top of the cover as “PART B Commercial Bid for “EMPANELMENT OF AGENCIES FOR OPERATING AADHAAR ENROLMENT CENTERS ESTABLISHED AT IDENTIFIED BRANCHES OF BANK OF BARODA INCLUDING ERSTWHILE VIJAYA AND DENA BANKS in response to BGSS/RFP/AEC/2020-21 dated 18.11.2020

1.16 Submission of other Bid documents

1.16.1 The details of DDs/Bank Guarantee towards cost of the RFP & EMD amount shall be separately enclosed. Integrity pact should also be submitted along with the Bid.

1.16.2 All annexures as per RFP should be prepared on Company's/ Firm's letter head with authorized person's signature & company seal on all pages, and to be submitted.

1.16.3 There should be no hand-written material, corrections or alterations in the Bids. Filling up of the information using terms such as "OK", "Accepted" and "Noted", "As given in Broucher/Manual" is not acceptable. BGSSL may treat such Bids as not adhering to the RFP guidelines and as unacceptable.

1.16.4 The Bid document should be complete in all respects and contain all information asked for and indicate that all products and services asked for are considered. Bidder's should strictly conform to the Eligibility criteria and all other terms and conditions stipulated in the RFP.

1.17 The bidder is required to submit the Commercial Bid as per format Annexure III.

1.18 Right to Accept/ Reject the Bid

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

1.19 Tender Opening and Evaluation of Bidders

Bid Opening:

1.19.1 The **Part A- Technical Proposal** shall be opened in the presence of the Bidder's representative/s who may choose to attend the bid opening as per schedule date.

1.19.2 Bidder's representative may be present in the place and venue well in time along with the authorization letter in hand for bid opening under this RFP, as per **(ANNEXURE-VIII)**.

Note: Authorisation letter should be carried in person and shall not be placed inside any of the bid covers.

1.19.3 Attendance of all the representatives of the bidders who are present at bid opening will be taken in a register against Name, Name of the Company and with full signature.

1.19.4 The Bidders may note that no further notice will be given in this regard. Further, in case BGSSL does not function on the aforesaid date due to unforeseen circumstances or declared as a holiday then the bid will be accepted on the next working day.

1.19.5 The following details will be announced at the time of bid opening.

- Bidders name
- Presence or absence of cost of the bidding document and Bid security (In case of Technical bid opening)
- Such other details as BGSSL at its discretion may consider appropriate.

1.19.6 If any of the bidders or all bidders who submitted the tender are not present during the specified date, time and venue of opening it will be deemed that such bidder is not interested to participate in the opening of the Bid/s and BGSSL at its discretion will proceed further with opening of the Part A - Technical Proposal in their absence.

1.19.7 BGSSL will scrutinize the Bid/s received to determine whether they are complete in all respects as per the requirement of RFP, whether the documents have been properly signed, whether AEC's are selected as per RFP requirements and whether the documents required to evaluate the offer has been submitted.

1.19.8 Prior to detailed evaluation, BGSSL will determine the substantial responsiveness of each Bid to the bidding document. Substantial responsiveness means that the bid conforms to all terms and conditions, scope of work and technical specifications and bidding document is submitted without any deviations.

1.19.9 BGSSL will evaluate the bid submitted by the bidders under this RPF as follows;

- **The Part A- Technical Proposal submitted by the bidder will be evaluated based on the eligibility criteria as per 1.3 and Technical Bid as per Annexure-II of RFP.**
- **The Part B - Commercial Bid (Indicative Price Bid) of only those bidders who qualified in Part A-Technical Proposal will be reckoned for evaluation purpose.**
- **For each zone, the Contract shall be awarded to the lowest bidder L-1 along with three more vendors L-2, L-3 & L-4 subject to their matching L-1 prices. In case L-2, L-3 and L-4 do not agree to match prices, the option will go to L-5, L-6 ... in that order.**

1.19.10 The Bid will be evaluated by a Committee of officers of BGSSL.

1.19.11 Non-compliance to any of the mentioned criteria would result in outright rejection of the bidder's proposal. The decision of BGSSL would be final and binding on all the bidders to this document. BGSSL may accept or reject an offer without assigning any reason whatsoever.

1.19.12 BGSSL shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers without assigning any reason whatsoever.

1.19.13 The details required shall be enclosed as per Annexures without fail. BGSSL may reject any proposal not containing all the requirements called for in various annexures.

1.20 Disqualification

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

1.20.1 Submitted the application after the response deadline;

1.20.2 Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;

1.20.3 Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;

1.20.4 Submitted an application that is not accompanied by required documentation or is non-responsive;

1.20.5 Failed to provide clarifications related thereto, when sought;

1.20.6 Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;

1.20.7 Was declared ineligible/blacklisted by the Government of India/State/UT Government;

1.20.8 Is in litigation with any State/Central Government or PSU organizations in India;

1.21 Awarding of Contract:

1.21.1 The Bidder who quotes the lowest bid will be referred to as selected Bidder. BGSSL will notify the name of the selected Bidders for each Zones by displaying in the BGSSL Website (<https://www.bgss.in/>).

1.21.2 The ranking of L1, L2, L3 etc., will be basing on the fixed cost.

1.21.3 The contract for particular Schedule will be awarded to the L1 bidder. However, BGSSL reserves the right of splitting the quantities between the

L1, L2, and L3 in the ratio to be decided by BGSSL, provided L2 and L3 agrees to match the price quoted by L1 and agrees to all the conditions of the RFP.

- 1.21.4 The contract shall, be awarded and the order shall be placed on selected Bidder. BGSSL releases the order either in Full or in part or place more than one order towards the contract based on requirements.
- 1.21.5 The selected bidder shall submit the acceptance of the order within **seven days** from the date of order. No conditional or qualified acceptance shall be permitted. The effective date for start of provisional contract with the Selected Bidder shall be the date of acceptance of the order by the bidder.
- 1.21.6 BGSSL reserves its right to consider at its sole discretion the late acceptance of the order by selected bidder
- 1.21.7 On failure of the selected bidder to accept the order within stipulated time, BGSSL shall be at liberty to proceed with other technically qualified Bidders within the purview of the same RFP by calling for fresh commercial quotes either considering existing commercial quote or fresh commercial quote. The initially selected bidder stands disqualified for further participation in the subject bid.
- 1.21.8 The bidder shall sign a stamped “Service Level Agreement”/“Contract agreement” referred to as Contract in this RFP, with BGSSL, at the time, place and in the format prescribed by BGSSL. All stamp duty charges applicable on the agreement shall be borne by the selected bidder. The selected bidder must submit a performance guarantee (of any scheduled Bank other than Bank of Baroda), as per the format provided, on or before executing the Contract Agreement, valid till completion of the project as below:
- a) Rs 25,000/- per Aadhar Enrolment Center or 10% of total contract value whichever is higher
 - b) The performance Guarantee should be for the contract period (Two years plus claim period of 3 months).
- 1.21.9 The bidder/s should commence the work at the allotted centres as per Service Level Agreement (SLA)

1.22 Service Level Agreement and Penalties:

Upon completion of the selection process, BGSSL shall enter into Contract Agreement/Service Level Agreement with the Successful bidders who shall agree to the terms and conditions stipulated which among other conditions will also include the following:

- 1.22.1 The Successful bidder should agree to the performance standards stipulated and comply with all the Standard Operating Procedures (SOPs) prescribed by BGSSL.

- 1.22.2 The bidder should maintain all records and registers as per the instructions of and ensure safe custody of all records and documents.
- 1.22.3 The Company or Client Bank shall be entitled to inspect and audit the records maintained by the Bidder through its officers or auditors / representatives and the bidder shall provide access to the officers and representatives of the Bank.
- 1.22.4 The Bidder should allow access to persons authorised by the Company or Client Bank or RBI/Govt/UIDAI and other Govt agencies to inspect and access documents / records and obtain copies of records.
- 1.22.5 The bidder and its representatives should maintain secrecy and confidentiality of all records and information in respect of the outsourced service.
- 1.22.6 The bidder should indemnify BGSSL and its Client's for breach of confidentiality and obligations by the service provider, its representatives and agents at the first demand by the Bank.
- 1.22.7 The Bidder shall indemnify, protect and save BGSSL / its client against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all hardware and software used by them.
- 1.22.8 The Successful Bidder should provide indemnity to BGSSL against all claims, costs and actions for all commissions and omissions by the service provider and its representatives.
- 1.22.9 BGSSL shall have the right to terminate the agreement by issue of notice without assigning reason and also in the case of breach of contractual obligations by the bidder separately.
- 1.22.10 The service levels provided in Annexure V (illustrative) has to be complied, else the penalties mentioned will be levied on the bidder.
- 1.22.11 The AEC's should be active and operational within 7 days from issuance of PO, else a penalty Rs.5000/- per month per AEC will be levied
- 1.22.12 Any penalty levied by UIDAI on our Client-Bank for Non opening of the AECs, Inactiveness of the AECs, fault/act/malpractices etc., by the operators deployed by the bidder, will be passed on to the bidder.
- 1.22.13 If the AEC is inactive more than one day proportionate charges will be deducted from the Fixed charges payable for the AEC.
- 1.22.14 The Hardware required for the Aadhaar work is provided by our client- Bank, it is the duty of the Operators deployed by the Bidders to handle the equipment's carefully. Any damage caused to the equipment's the bidders will be held responsible and any amount spent on repair/replacement of such equipment's will be recovered as penalty during the payment.

- 1.22.15 Without prejudice to Purchasers right to terminate the agreement, for any defective service or inability to provide the service for any reason or for non-functioning of the assigned AEC for any reason, beyond 3 (Three) days continuously, a penalty @ Rs.100/- per day (from the 4th day onwards) will be levied for each of the operator from the supplier apart and proportionate recovery from fixed charges will be made along with all other penalty/disincentives imposed by UIDAI/Client-Bank.

1.23 Termination of Contract subject to necessary approvals

- 1.23.1 Notwithstanding the duration of the contract stated, BGSSL without prejudice or liability, reserves the right to terminate the contract at any point of time during the tenure of contract at its sole discretion.

1.24 Confidentiality

- 1.24.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal.

1.25 Assumptions/ Presumptions/ Modifications:

- 1.25.1 BGSSL would like to expressly state that any assumption, modifications, terms, conditions, deviation etc., which the bidder includes in any part of the Bidder's response to this RFP, will not be taken into account either for the purpose of evaluation or at a later stage, unless such assumptions, modifications, terms, conditions, deviations etc., have been accepted by BGSSL and communicated to the bidder in writing. The bidder at a later date cannot make any plea of having specified any assumption, modifications, terms, conditions, deviation etc in the bidder's response to this RFP. No offer can be modified or withdrawn by the bidder after submission of Bid/s.

1.26 Right to Alter Scope

- 1.26.1 In the event of changes in the regulatory guidelines, BGSSL reserves the right to change/alter the Scope of work.

1.27 Modification/Cancellation of RFP

- 1.27.1 BGSSL reserves the right to modify/cancel/re-tender without assigning any reasons whatsoever. BGSSL shall not incur any liability to the affected bidder(s) on account of such modification/cancellation. BGSSL shall not be obliged to inform the affected bidder(s) of the grounds for the above.

1.28 Jurisdiction of the court

- 1.28.1 All disputes and controversies between BGSSL and Bidder shall be subject to exclusive jurisdiction of the courts in Mumbai and the parties agree to submit themselves to the jurisdiction of such court. This RFP/contract agreement shall be governed by the laws of India.

1.29 Repeat Order

- 1.29.1 BGSSL at its discretion would have option to place repeat orders for enhancing the no of enrolments and additional geographies at the prices and terms as decided above, to meet its requirements .

2. Additional details regarding the RFP:

A. The Contact details

The following officials will facilitate in bid related queries and make arrangements for deposit of bid documents.

First Official	Alternate Official
Mr.Paresh Prajapati Manager - Admin Department Baroda Global Shared Services Ltd. C/o Bank of Baroda 27th Floor, GIFT One Tower GIFT City, Gandhinagar 382355 Gujarat.	Mr.Mithun Dasgupta Asstt. Vice President Aadhaar (Financial Inclusion) Department. Baroda Global Shared Services Ltd. C/o Bank of Baroda 21st Floor, GIFT One Tower GIFT City, Gandhinagar 382355 Gujarat.

B. Force Majeure

1. The bidder shall not be liable for default or non-performance of the obligations under the contract, if such default or non-performance of the obligations under this contract is caused by any reason or circumstances or occurrences beyond the control of the bidder, i.e. Force Majeure.
2. For the purpose of this clause, "Force Majeure" shall mean an event beyond the control of the bidder, due to or as a result of or caused by acts of God, wars, insurrections, riots, earth quake and fire, events not foreseeable but does not include any fault or negligence or carelessness on the part of the bidder, resulting in such a situation.
3. In the event of any such intervening Force Majeure, the Bidder shall notify the BGSSL/ client-Bank in writing of such circumstances and the cause thereof immediately within five calendar days. Unless otherwise directed by the BGSSL/ client-Bank, the Bidder shall continue to perform / render / discharge other obligations as far as they can reasonably be attended / fulfilled and shall

seek all reasonable alternative means for performance affected by the Event of Force Majeure.

4. In such a case, the time for performance shall be extended by a period (s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, the BGSSL and the Bidder shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the BGSSL shall be final and binding on the Bidder.

C. Corrupt And Fraudulent Practices

1. As per Central Vigilance Commission (CVC) directives, it is required that Bidders /Suppliers / Contractors observe the highest standard of ethics during the execution of such contracts in pursuance of this policy:
2. "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
3. "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of contract to the detriment of the BGSSL/Client-Bank and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Bank of the benefits of free and open competition.
4. BGSSL reserves the right to reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
5. BGSSL reserves the right to declare a firm ineligible, either indefinitely or for a stated period of time, 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.
6. The decision of BGSSL in determining the above aspects will be final and binding on all the Bidders.
7. No Bidder shall contact through any means of communication with BGSSL or any of its employees on any matter relating to its bid, from the time the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the BGSSL/ Client-Bank, it may do so in writing. An effort/attempt by a Bidder to influence the BGSSL/ Client-Bank in its decision on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid and/or blacklisting the Bidder.
8. The Bidder agrees not to hire, solicit or accept solicitation either directly or through a third party from any of the employees of the BGSSL directly involved in this contract during the period of contract and one year thereafter, except as the parties may agree on case-to-case basis.

D. Indemnity:

The Bidder hereby indemnifies BGSSL and shall always keep indemnified BGSSL / its client and 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 BGSSL and its client as a result of:

1. an act or omission of the operators in the performance of the obligations of the Bidder under this RFP;
2. 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 Bidder under this RFP;
3. claims made by operators, who are deployed by the Bidder, against BGSSL / its client and/or 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 Bidder under this RFP;
4. breach of confidentiality obligations of the Bidder contained in this RFP;
5. Wilful negligence or gross misconduct solely attributable to the Bidder or its employees.

E. Adoption of Integrity Pact:

1. The Pact essentially envisages an agreement between the prospective bidders and the BGSSL/ Client-Bank, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract.
2. Only those bidders, who commit themselves to the above pact with the BGSSL/ Client-Bank, shall be considered eligible for participate in the bidding process.
3. The Bidders shall submit signed Pre-Contract integrity pact as per **Annexure VII** along with Part-A Technical Proposal. Those Bids which are not containing the above are liable for rejection.
4. Foreign Bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principal or associates
5. Bidders to disclose the payments to be made by them to agents/brokers or any other intermediary. Bidders to disclose any transgressions with any other company that may impinge on the anti-corruption principle.
6. Integrity Pact in respect this contract would be operative from the stage of invitation of the Bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
7. The Integrity Pact Agreement submitted by the bidder during the Bid submission will automatically form the part of the Contract Agreement till

the conclusion of the contract i.e. the final payment or the duration of the Warranty/Guarantee/AMC if contracted whichever is later.

8. Integrity Pact, in respect of a particular contract would be operative stage of invitation of bids till the final completion of the contract. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
9. Integrity pact shall be signed by the person who is authorized to signed the Bid.

F. Confidentiality and Non-disclosure:

1. The Bidder agrees to receive in confidence all Confidential Information and agrees not to reveal the same to any other person under any circumstances, except to the extent provided for in this RFP. The Recipient shall also ensure that the Confidential Information is not used for any of its business or other purposes or such purposes of any other person
2. The Bidder shall ensure that the Confidential Information is revealed only to such persons within their organizations as would be necessary to perform its obligations to Bank. The parties shall be bound not to disclose under any circumstances any Confidential Information to any other person.
3. The Bidder shall execute a separate Non-disclosure agreement with the BGSSL as per the requirement.

G. Liability of the selected bidder:

1. BGSSL shall hold the selected bidder, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the Contract.
2. Selected Bidder shall be the principal employer of the employees, agents, operators, supervisors etc. engaged by Selected Bidder and shall be vicariously liable for all the acts, deeds or things done by its employees, operators, supervisors, agents etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by BGSSL under the Contract to be issued for this tender.

However, the selected bidder would be given an opportunity to be heard by BGSSL / its client prior to making of a decision in respect of such loss or damage.

H. Negligence:

In connection with the work or contravenes the provisions of General Terms, if the selected bidder neglects to execute the work with due diligence or expedition or refuses or neglects to comply with any reasonable order given to him in writing by BGSSL, in such eventuality, BGSSL may after giving notice in writing to the selected bidder calling upon him to make good the failure,

neglect or contravention complained of, within such times as may be deemed reasonable and in default of the said notice, BGSSL shall have the right to cancel the Contract holding the selected bidder as liable for the damages that the BGSSL / its Client Bank may sustain in this behalf. Thereafter, BGSSL / its Client Bank is to be compensated for good the failure at the risk and cost of the selected bidder.

I. Compliance with laws:

1. Compliance with all applicable laws: The bidder shall undertake to observe, adhere to, abide by, comply with all laws at present and laws made applicable if any in future and also notify BGSSL about all such laws at present or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this tender and shall indemnify, keep indemnified, hold harmless, defend and protect BGSSL / its Client 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.
2. Compliance in obtaining approvals/permissions/licenses: 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, 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 BGSSL / its Client 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 BGSSL will give notice of any such claim or demand of liability within reasonable time to the Bidder.
3. The Bidder shall be solely liable & responsible for compliance of applicable Labour Laws in respect of its employees, agents and representatives and in particular Laws relating to terminal benefits such as minimum wages, Pension, Gratuity, Provident Fund, Bonus or other benefits to which they may be entitled and BGSSL shall have no liability in this regard.

3. General Terms and conditions:

- Sub-Contracting of Enrolment Work is not allowed
- The operators deployed at enrolment centers should be certified as Operator or Operator-cum-Supervisors by UIDAI approved institutions.
- The Operator shall not deny enrolment/update facilities to eligible residents without express consent of our client-Bank.
- Our Client-Bank will provide the space, power, furniture, connectivity and Aadhaar enrolment kits at the centres.

- BGSSL at its liberty can identify new locations for establishing AECs, as per Govt/UIDAI guidelines.
- BGSSL / its client is at liberty to close or shift the AECs from one location to another location at its discretion, by giving 15 days' notice and Operator/s shall be re-located accordingly.
- The penalties for inactiveness of the AECs, corruption or malpractices and any penalties levied by UIDAI will be recovered from the amount payable by BGSSL to the bidder.
- Since the Operators engaged by the Bidder will be doing work inside the premises of our branches and on behalf of our client-Bank, they should be instructed to act courteously towards the residents, customers and the Bank staff. Bidder is solely responsible for the acts of Operators and ensures that there shall be no damage caused to the reputation of the Bank.

INSTRUCTION TO BIDDERS

PART 2 - DATA SHEET

Sl.No	Details	
1.	Name and Details of Purchaser:	<p>Head - Aadhar (Financial Inclusion Department) Baroda Global Shared Services Ltd. C/o Bank of Baroda Financial Inclusion Department 21st Floor, GIFT One Tower GIFT City, Gandhinagar 382355, Gujarat.</p> <p>Method of selection: a) Technical Evaluation of eligible Bidders b) Commercial Evaluation. c) BGSSL intends to empanel four vendors per zone for each zone for the project. Accordingly after deciding the L-1, vendor counter offer shall be given to L2, L3, L-4 .. etc. at the rates quoted by L-1 and the technically compliant vendors willing to match L-1 rates will be considered for empanelment. It will be endeavoured to distribute work evenly among all the empanelled vendors. However, the vendor giving better performance may be given preference.</p>
2	Name of the Assignment	EMPANELMENT OF AGENCIES FOR OPERATING AADHAAR ENROLMENT CENTERS ESTABLISHED AT IDENTIFIED BRANCHES OF BANK OF BARODA INCLUDING ERSTWHILE VIJAYA AND DENA BANKS
3.	Bid submission Date, Time & Address	Technical Proposal & Commercial bid in separate sealed envelopes including EMD, and Tender Fee must be submitted not later than the following date and time: Date: 18.11.2020, 3.00 PM
4.	Bids Validity	Bids must remain valid for 180 days after the submission.
5.	Tenure of Contract	<p>The estimated tenure of contract is two years from the date of signing of the contract. The extension of the contract can be done with mutual agreement of the “purchaser” and “supplier” with no price variation.</p> <p>“Purchaser” reserves right to suspend or terminate the contract at any time. “Purchaser” reserves the right to terminate the contract in case of failure on part of supplier in operating minimum number of AEC’s as defined in service levels under Scope of Work.</p>

6.	Clarifications	<p>Clarifications may be requested not later than 03.11.2020. The address for requesting clarifications is:</p> <p>Mr.Mithun Dasgupta Asstt. Vice President Aadhaar (Financial Inclusion) Department. Baroda Global Shared Services Ltd. C/o Bank of Baroda 21st Floor, GIFT One Tower GIFT City, Gandhinagar, Gujarat-382355 Email:vendormgmt@bgss.in</p>
7	The Locations	As per Annexure XII and bids can be made for more than one Zone in one application/bid
8	Bidder must submit the following:	The documents to support the Eligibility criteria as per 1.3 & 1.4 of the RFP, the Technical Bid as per Annexure II, the Commercial bid as per Annexure III.
9.	Bids Opening	The Bid opening Date and Time is Date: 18.11.2020, 4.00 PM
10.	Expected date for commencement of services	Within 7 days from the date of release of PO

Bid Covering Letter

The Bidders shall submit the Commercial bid Covering Letter as per Annexure I

Technical Proposal/ Bid Form

The Bidder shall submit Technical Bid as per Annexure II and documents in support of the Eligibility criteria as per 1.3 & 1.4 of the RFP.

Commercial Bid Form

The Bidders shall submit the Commercial bid (Indicative Price Bid) Form as given in Annexure III. Commercial Bids which are not submitted as per the Commercial bid Form shall be summarily rejected. Any conditional bids shall also be summarily rejected during the evaluation of the Commercial bids.

The bidder shall submit quotation for per AEC per month being the cost for providing services as per the Scope of Work, which shall include the cost for collection of demographic and biometric details of residents as per the requirements of the client-Bank and UIDAI and the cost for providing other additional services specified in the Scope of Work. The total cost quotation shall be inclusive of all expenses like travel and lodging, cost of Operator for doing Aadhaar enrolment & updation work in the centre, handling the resident documents, taxes and duties etc.,

Annexure I Bid Covering Letter (Illustrative)

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

To,

Dear Sir,

Ref: Request for Proposal (RFP) Notification dated 18.11.2020

Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notification dated 18.11.2020 for **“EMPANELMENT OF AGENCIES FOR OPERATING AADHAAR ENROLMENT CENTERS ESTABLISHED AT IDENTIFIED BRANCHES OF BANK OF BARODA INCLUDING ERSTWHILE VIJAYA AND DENA BANKS”** for the zones given in Schedule (1, 2, 3, & 4) of Annexure XII in full conformity with the said RFP document (in case of consortium, the names of the consortium partners shall be provided here).

We, the undersigned, offer to **“EMPANELMENT OF AGENCIES FOR OPERATING AADHAAR ENROLMENT CENTERS ESTABLISHED AT IDENTIFIED BRANCHES OF BANK OF BARODA INCLUDING ERSTWHILE VIJAYA AND DENA BANKS”** for carrying out the Aadhaar services such New Enrolment, Biometric & Demographic updations and other services as stipulated in the Scope of Work of the RFP for the zones given in Schedule (1, 2, 3, & 4) of Annexure XII.

We have read the provisions of the RFP document and confirm that these are acceptable to us. Hence, we are hereby submitting our Commercial bid.

We agree to abide by this RFP, consisting of this letter, Commercial bid and all attachments, till the closing date of the Contract from the date fixed for submission of bid as stipulated in the RFP document.

We hereby declare that we are interested in participating in the all the locations and have submitted the Commercial bids accordingly.

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.

We hereby declare that we have not been blacklisted by any Central/ State/ UT Government or their organizations.

We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government or their organizations.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

We understand that the BGSSL is not bound to accept all the bid/s received in response to this RFP.

In case we are engaged by BGSSL as a Bidder, we shall provide any assistance/cooperation required by BGSSL / its client, 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 penal provisions including termination of service.

In case we are engaged as a Bidder, we agree to abide by all the terms & conditions of the Contract that will be issued by BGSSL.

1. The Commercial bid includes the cost of providing Aadhaar enrolment services at the AECs established at the identified branches, cost of providing additional services and performing all functions as per the scope of work defined in Data sheet of the RFP.
2. The details of the work award by other Banks for UID enrolments to our firm/consortium are as under:

Name of Banks	Period of Contract	No. of Enrolments awarded

Our correspondence details with regard to this RFP are:

No.	Information	Details
1	Name of the Contact Person	

2	Address of the Contact Person	
3	Name, designation and contact address of the person to whom all references shall be made regarding this RFP	
4	Telephone number of the Contact Person	
5	Mobile number of the Contact Person	
6	Fax number of the Contact Person	
7	Email ID of the Contact Person	
8	Corporate website URL	

Yours Sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Annexure II

TECHNICAL PROPOSAL/BID FORM

A. Technical Evaluation/Compliance

Sl No.	Requirements	Bidders Response YES/NO
1.	Operator:	
a	The person should be of age 18 years and above.	
b	The person shall be minimum 10+2 pass.	
c	The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.	
d	The person should preferably have prior experience of working in Aadhaar Enrolment Centre / program.	
e	The Person should have been enrolled for Aadhaar and his/her Aadhaar number should have been generated.	
f	The mobile number should be updated / Registered in Personal Aadhaar of the Operator.	
g	The Person should have undergone training on the process of UID Enrolment and working of various equipment and devices used during Aadhaar enrolment. Organizing / Providing this training is the responsibility of the Bidder	
h	The Person should have obtained certificate as Operator or Operator cum Supervisor from a testing and certifying agency authorized by UIDAI.	
i	The Person should have been activated, in accordance with UIDAI guidelines, prior to commencing enrolments. The Bidder is required to have a unique Operator ID for each, to activate them.	
2.	Technical personnel:	

	a	The Bidder shall make provision for providing Technical and Operational assistance to the Operators, a minimum of one person per 100 assigned AEC's, at BGSSL's Head Office (HO) Gandhinagar. Since the AECs will function within Bank's network the identified personnel should be stationed at the Bank's place. (No separate charges shall be paid other than agreed per centre cost)	
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Annexure III

Commercial Bid Form - (Indicative Price Bid)- illustrative

EMPANELMENT OF AGENCIES FOR OPERATING AADHAAR ENROLMENT CENTERS ESTABLISHED AT IDENTIFIED BRANCHES OF BANK OF BARODA INCLUDING ERSTWHILE VIJAYA AND DENA BANKS	
Zones	Fixed Charges per centre per month (in Rupees) for the respective zone "Price to be Quoted by the Bidder"
North	
East	
South	
West/Central	

Note:

1. A Bidder shall submit only one Commercial bid only applicable to the zone, however more than one zone can be applied. Further the numbers of AECs may be vary on the discretion of BGSSL. Therefore, the aggregate monthly billing may be changed accordingly.
2. To be submitted along with Technical Proposal without any amounts.
3. The Commercial Bid with Price is to be submitted.
4. Bid should be quotation of Fixed charges per centre per month basis.
5. Bid price should include Operational Assistance cost (1 person per 100 AEC's)
6. Payments shall be made to the Bidder by BGSSL on a monthly basis based on number of days each AEC is active and agreed Fixed charges subject to the outcome of RFP per AEC per month. GST amount on this will be paid separately.
7. The Bidder has to submit his Bill/ Invoice with comprehensive statement of enrollment/ UID issued, biometric updates, Aadhaar updations done etc. details as per the requirement to BGSSL.
8. The Bidders should raise the Invoice State wise or location Schedule-wise as per the requirement under GST rules. The Invoice should be raised on BGSSL.
9. The active status of AEC shall be identified using the Performance Management tool which tracks the daily activity, enrolments, updations etc at the AEC. A weekly average of minimum 7 HRS per day active time on Performance Management tool is considered for identifying if the AEC is active.
10. The payments are done centrally by BGSSL. Any deductions by UIDAI, other taxes, any penalties due to malpractice/corruption, operator's mistakes, inactiveness of the centres, penalty due to non-working of the AEC, restructuring of AEC's Proportionate penalty towards authentication charges due to not reaching of stipulated average fixed by UIDAI etc., will be recovered from payments to the bidder.
11. The Invoices will be processed only after release of Sanction Order for that particular month by UIDAI, pertaining to New enrolments made and Mandatory biometric updates done for the corresponding month.
12. No charges will be paid to the service provider for downloading & printing of Aadhaar.

13. Penalties as per SLA relating to operators viz. Mis/Rude behaviour, mistakes or any fraudulent activities will be levied/deducted while releasing the monthly payments.
14. Applicable taxes shall be paid extra at actual at the prevailing rates.
15. TDS will be deducted as applicable.

Annexure IV Scope of Work

The scope of work of the Bidder is defined as follows:

1. Functional Scope

The functional scope of this engagement shall include providing Aadhaar enrolment services at the AECs established at the identified branches including erstwhile Vijaya and Dena banks. The functional scope shall also include the collection of demographic details as per the *KYC+ data requirements of Bank of Baroda if any*. The Bidder shall also be responsible for delivering additional services as required by the Bank through this RFP. Our Client-Bank, Bank of Baroda is a Registrar with UIDAI and is also an Enrolment Agency, it has established AECs at all 998 centres including the requisite Hardware. The operators engaged by the bidder should work with the Bank supplied hardware, UIDAI's software under Banks' Enrolment Agency code and Bank's Registrar code only. The Operators engaged by the bidder will be on-boarded & activated at UIDAI by the Bank.

- a) The scope of work of the Bidder includes the following:
 - i. Hire & Train Manpower for Enrolment/updation process at the field level and has to ensure that the enrolments/updations are done in accordance with prescribed processes and guidelines of UIDAI
 - ii. Due diligence should be carried out while selecting the resources to be deployed for the purpose. Honesty and Integrity of the resource to be ensured.
 - iii. Enrol Operators, Certify through NSEIT or such other institution approved by UIDAI and submit the details to the Bank for registering and Activating at UIDAI.
 - iv. Help create awareness
 - v. Capture Demographic and Biometric Data using UIDAI enrolment client
 - vi. Ensuring Data Privacy and Security
 - vii. Document Handling & Management as per UIDAI guidelines. Only original documents of POI, POA & POR to be scanned.
 - viii. Ensure Adherence to UIDAI Guidelines including provisions of Aadhaar Act/ IT Act.
 - ix. Ensure that the Data pertaining to Aadhaar enrolment/updation is not stored in any other place and all the documents received from the resident are handed over back to them, after scanning.
- b) To understand the complete scope of work of Bidder, refer the latest versions of the following documents available in the "Process Manuals and Guidelines" section on UIDAI website <http://www.uidai.gov.in/Bankenrolments.html>:
- c) For Hiring and Training of Manpower, refer following documents of UIDAI:
 - i. Operator roles and responsibilities
 - ii. Capability Building Framework - for training of Bidder personnel

- d) In addition, applicants must familiarize themselves with the following documents for understanding of Aadhaar process and requirements:
- i Resident Enrolment Process Document
 - ii EA Checklist for Refresh Phase
 - iii Suspension Policy
 - iv Data Quality and Penalty Policy
 - v Data Protection and Security Guidelines for EA
 - vi Update Policy
 - vii Policy on Permanent Enrolment Centres (PECs)
 - viii Exit and Stolen Machines Policy

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

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

Check points:

1. **Bank has established the AECs in all the 998 centres and has purchased the Aadhaar enrolment kits.**
2. **The bidder and his agents to handle carefully the Aadhaar enrolment kit including Laptop/desktop, Iris Scanner, Fingerprint Scanner, Digital Camera, extra monitor, White screen for taking photographs, GPS, printer cum scanner etc.,**
3. **All the operators should be enrolled in Aadhaar & Certified by NSEIT or such other institutions approved by UIDAI.**
4. If Bank has additional fields to be captured, then the KYC+ software for capturing the KYC+ fields is to be captured.
5. The AECs have been setup by the Bank as per the requirement of UIDAI, the space, power, Table, chairs, connectivity & Aadhaar enrolment kit is available in all the AECs.
6. Printed Aadhaar Enrolment/Correction Forms will be made available in sufficient numbers at AECs.
7. Banners should be displayed at the entrance and posters depicting enrolment process in English and local language in visible places.
8. Banners/posters displaying the Charges for updation and biometric updation to be displayed behind the person doing Aadhaar enrolment/updation. **No charges for new enrolment - should also be displayed prominently.**
9. Poster instructing the residents to remit the charges at the Branch cash counter should be displayed prominently and **no cash to be handled/accepted by the operator or any persons at the Aadhaar counter in the AECs.**

10. The Verifier cum Supervisor will be a Nominated Officer of the branches in which the AECs are established. He/She shall verify the Original Documents presented along with the Aadhaar Enrolment/Updation form, put his/her signature along with seal of the branch on the application and note the requisite details, such as purpose, Original document type & number etc., in a Specified Register.
11. **The Operators should attend the Enrolment/Updation forms duly Verified & Signed by the Bank official ONLY. Any enrolment/updation without Verification & Signature on the application form shall be rejected & deleted by the Supervisor.**
12. Operators shall scan only the Original Documents for Proof of Identity, Proof of Address & Proof of Relationship.

2. Hire & Train Manpower for Enrolment work

Hiring Manpower:

- The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications, certification, skills and experience.
- The Bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. Bidder shall submit a declaration that due diligence/background verification has been done in respect of all their employees/operators.
- It is expected that the AEC's operating should ensure the standards of service level to be on par with those expected by UIDAI. If and where the Bank finds deficiency in such qualities, sluggishness in handling the tasks assigned or an arrogant behaviour with public/customers of the Bank, the BGSSL/ Client-Bank may seek required restructuring of AEC with no obligation to provide either a complaint in writing or a proof of such behaviour.
- The Bidder shall immediately take cognizance of such request and provide necessary resolution and delay beyond 7 days' time would entail appropriate liquidated damages/penalties as detailed elsewhere in this document. Further, the bidders will also be liable for the penalties that may be levied by UIDAI.

The Bidder shall engage manpower to operate the AECs as per the guidelines prescribed by UIDAI;

i. Operators:

An Operator is engaged by the bidder to execute enrolment & updation at the AEC. To qualify for this role, person should satisfy the following criteria:

- a. The person should be of age 18 years and above.
- b. The person shall be minimum 10+2 pass.
- c. The person should have a basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration.
- d. The person should preferably have prior experience of working in Aadhaar Enrolment program.
- e. The Person should have obtained certificate from a testing and certifying agency authorized by UIDAI.
- f. The person should not have been blacklisted by UIDAI earlier while working as Operator or operator cum supervisor.

Before starting work as an Operator:

- a. The Person should have been enrolled for Aadhaar and his/her Aadhaar number should have been generated.
- b. The Person should have undergone training on the process of UID Enrolment and various equipment and devices used during Aadhaar enrolment. Organizing this training is the responsibility of the Bidder.
- c. The present mobile number of the operator is to be registered in Aadhaar Data.

ii. Technical / Support personnel :

The Bidder shall make provision for providing Technical and Operational assistance to the Operators, a minimum of 1 person per 100 AECs should be stationed at our BGSSL's Head Office Gandhinagar or any other prominent place decided by BGSSL / Bank. Since the AECs will function within Bank's network the identified personnel should be stationed at the Bank's place.

3. Conduct Enrolment Operations as per Standard Process

During the enrolment operation, also publicity and awareness shall be done in coordination with the local authorities to encourage enrolments.

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

The Operators engaged by the Bidder would use the software provided by the UIDAI/Bank for the collection of demographic data and the biometric data. The software will be supported by a User Manual.

UIDAI has defined clear-cut standard processes for Aadhaar enrolment & updation which are published on UIDAI website. The Operators engaged by the bidder should follow all the procedures and instructions given by UIDAI (from time to time) while doing new enrolment or updation of the existing Aadhaar of the resident.

4. Business functions in BGSSL Performance Management Tool

The operators engaged by the bidder shall be required to perform the daily business functions such as attendance marking in the tool, raising leave request, EOD reporting etc. implemented in the Performance Management tool.

The operators required to login into the Performance Management tool before starting his daily operations in the AEC.

During enrolment operation the operators are required to fill the predefined details in the Performance Management tool, which shall be used to generate daily productivity.

Once the day's operations are closed the operator is required to log out from the application.

Minimum 9 hrs login time is considered for a full day attendance.

5. Additional Services to be provided by the Operators engaged by the Bidder

- Help filling the enrolment forms for the illiterate.
- Search Aadhaar and provide Print out to the residents.
- The operator should mandatorily ask from resident for consent for sharing data for availing various welfare schemes of Government.
- Scanning of only Original proof of Identity and proof of Address to be taken.
- No copies should be made and preserved by the operator.
- The application form for enrolment and updation also should be handed back to the resident after scanning.

6. Privacy & Security

- Bidder are responsible to make sure that the data collected/captured by the Operators is kept in a very secure and confidential manner and under no circumstances, shall they either use the data themselves or part with the data to any other agency other than the UIDAI and / or Bank and shall be subject to audit by UIDAI/Bank/BGSSL and their representative from time to time.

7. Geographical Scope

The geographical locations/schedule to be catered to by the Bidder is given in Annexure XII.

Annexure V
Service Levels (Illustrative)

Sl. No.	Performance Indicator	Service Level Metric	Penalty on breach of service level (Imposed monthly)
1	All the AECs allocated to the bidder under the Schedule/s location should be active and operational, by a trained and certified operator.	AEC's should be active and operational within 7 days of PO.	Rs. 20000/- per month per instance of violation (Per AEC).
2	All other functions which the Bidder is liable to carry out as per contract and under the guidelines of UIDAI.	Penalty shall get imposed by the statutory/ controlling authorities including UIDAI on the Bank due to fault/ act/ malpractices etc. of Bidder or any personnel engaged by the bidder.	The entire penal amount imposed on BGSSL/Client-Bank shall be recovered from the Bidder.
3	AEC should be operational on all the working days of the branch in which the AEC is established.	No AEC should remain non-functional more than one day (working days) in a month.	Proportionate charges will be deducted for the number of days not worked, from the Fixed charges agreed for the AEC, besides penal provisions.
4	All the AECs in the schedule/s allotted to the bidder should be active.	For inactiveness of the AECs, UIDAI is proposing to levy penalty (presently of Rs.20000/-) per centre per month.	The entire penal amount imposed on BGSSL/ClientBank shall be recovered from the Bidder.
5	Operational Performance: targeted average daily productivity per AEC	On an average, 500 transactions (Aadhaar Enrolment/Updation) per month per AEC, should be processed post 30 days from the date of go live across Zone.	If the aggregate performance of Zone goes down below 10% then a penalty of 5% on total billing amount would be levied.
6	Availability of Operations at AEC	All the AECs shall be available and active for a weekly average of minimum 7 HRS per day	The entire penal amount imposed on BGSSL/ClientBank shall be recovered from the Bidder.
7	Quality of Operations	UIDAI levies penalty on any errors committed by the Operator in the Aadhaar enrolment operations	The entire penal amount imposed on BGSSL/ClientBank shall be recovered from the Bidder.

Annexure VI

Roles and Responsibilities

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

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

Bank will act as per guidelines of UIDAI with additional support of providing space and hardware inside its premises for setting up AECs.

A. Timelines

All the AEC's shall be active and operational catering the services to the residents of Aadhaar enrolment and updation, in Bank's premises within 7 days from the date of release of PO and remain in force till contract period i.e., for 2 years from the date of agreement or for a period which is extendable for further period/s at the discretion of the BGSSL/ Client-Bank or as required/ direction from UIDAI/ Government of India.

B. Payment to Bidders

Payments shall be made to the Bidder by BGSSL on a monthly basis based on number of days each AEC is active and agreed Fixed charges subject to the outcome of RFP per AEC per month. GST amount on this will be paid separately.

The Bidder has to submit his Bill/ Invoice with comprehensive statement of enrollment/ UID issued, biometric updates, Aadhaar updations done etc. details as per the requirement to BGSSL.

The Bidders should raise the Invoice State wise or location Schedule-wise as per the requirement under GST rules. The Invoice should be raised on BGSSL.

The active status of AEC shall be identified using the Performance Management tool which tracks the daily activity, enrolments, updations etc at the AEC. A weekly average of minimum 7 HRS per day active time on Performance Management tool is considered for identifying if the AEC is active.

The payments are done centrally by BGSSL. Any deductions by UIDAI, other taxes, any penalties due to malpractice/corruption, operator's mistakes,

inactiveness of the centres, penalty due to non-working of the AEC, delay in restructuring of AEC's replacement of operators, Proportionate penalty towards authentication charges due to not reaching of stipulated average fixed by UIDAI etc., will be recovered from payments to the bidder.

The Invoices will be processed only after release of Sanction Order for that particular month by UIDAI, pertaining to New enrolments made and Mandatory biometric updates done for the corresponding month.

No charges will be paid to the service provider for downloading & printing of Aadhaar.

Penalties as per SLA relating to operators viz. Mis/Rude behaviour, mistakes or any fraudulent activities will be levied/deducted while releasing the monthly payments.

Applicable taxes shall be paid extra at actual at the prevailing rates.

TDS will be deducted as applicable.

C. Guidelines regarding Enrolment/updation

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

- i) Resident Enrolment Process Document
- ii) EA roles and responsibilities - for activities that a Bidder needs to undertake during the Aadhaar Enrolment Program
- iii) EA Checklist for Refresh Phase
- iv) Note that GPS and scanning of documents is made mandatory by UIDAI.
- v) Operator roles and responsibilities.
- vi) Capability Building Framework - for training of EA personnel
- vii) Suspension Policy
- viii) Data Quality and Penalty Policy
- ix) Data Protection and Security Guidelines for EA
- x) Update Policy
- xi) Policy on PECs
- xii) Stolen Machines Policy
- xiii) Exit Policy

D. Charges to be levied to residents for Aadhaar Services

The following is the UIDAI specified unit rates for different Activities to be carried out;

1. UIDAI specified rates ONLY to be collected from the resident.
2. No charges for new Aadhaar enrolment.
3. No additional charges shall be collected to the residents.
4. The residents should remit the charges at the Cash counters of the branch, in which AEC is established.
5. No cash to be collected at the AEC by the Operator or any other person/s.

Activity	UIDAI specified unit rates -to be charged from the customer (Rs)
New Enrolment	FREE
Mandatory Biometric Update of Children 5 years & 15 years	FREE
Biometric/Demographic or Both Update	50.00 (including GST)
Aadhaar Search using e-KYC/ Find Aadhaar/ any other tool and color print out on A4	30.00 (including GST)

Annexure -VII

(This has to be submitted in the non-judicial Stamp Paper) Pre-Contract Integrity Pact

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ____ day of the month 20____, between, Baroda Global Shared Services Ltd., a Company, established under the Companies Act, 2013, represented by _____, Managing Director, of the BUYER, of the FIRST PART

AND

M/s. _____ represented by Shri _____ Chief Executive Officer/Authorised Signatory (hereinafter called the "BIDDER/SERVICE PROVIDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns), of the SECOND PART WHEREAS the BUYER proposes to engage services of the bidder for **EMPANELMENT OF AGENCIES FOR OPERATING AADHAAR ENROLMENT CENTERS ESTABLISHED AT IDENTIFIED BRANCHES OF BANK OF BARODA INCLUDING ERSTWHILE VIJAYA AND DENA BANKS.**

1.2. and the BIDDER/SERVICE PROVIDER is willing to offer/has offered the services and

1.3. WHEREAS the BIDDER/SERVICE PROVIDER is a private company/ public company/Government undertaking/ partnership/ LLP/registered export agency/service provider, duly constituted in accordance with the relevant law governing its formation/incorporation/constitution and the BUYER is a body corporate constituted under Banking Companies (Acquisition and transfer of undertakings), Act 1970.

1.4. WHEREAS the BIDDER/SERVICE PROVIDER has clearly understood that the signing of this agreement is an essential pre-requisite for participation in the bidding process in respect of Services proposed to be engaged by the BUYER and also understood that this agreement would be effective from the stage of invitation of bids till the complete execution of the agreement and beyond as provided in clause 13 and the breach of this agreement detected or found at any stage of the procurement process shall result into rejection of the bid and cancellation of contract rendering BIDDER/SERVICE PROVIDER liable for damages and replacement costs incurred by the BUYER.

2. **NOW, THEREFORE, the BUYER** and the BIDDER/SERVICE PROVIDER agree to enter into this precontract integrity agreement, hereinafter referred to as Integrity Pact, which shall form part and parcel of RFP as also the contract agreement if contracted with BIDDER, in the event that the BIDDER turns out to be successful bidder, and it is intended through this agreement to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

2.1. Enabling the BUYER to engage the desired Services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDER/SERVICE PROVIDER to refrain from bribing or indulging in any corrupt practices in order to secure the contract, by providing assurance to them that the BUYER shall not be influenced in any way by the bribery or corrupt practices emanating from or resorted to by their competitors and that all procurements shall be free from any blemish or stain of corruption and the BUYER stays committed to prevent corruption, in any form, by its officials by following transparent procedures.

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

3. COMMITMENTS OF THE BUYER The BUYER commits itself to the following:-

- 3.1. The BUYER represents that all officials of the BUYER, connected whether directly or indirectly with the RPF process are duty bound by rules and regulations governing their service terms and conditions not to demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SERVICE PROVIDER either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat all BIDDERS/SERVICE PROVIDERS alike, and will provide to all BIDDERS/SERVICE PROVIDERS the same information and will not provide any such information to any particular BIDDER/SERVICE PROVIDER which could afford an advantage to that particular BIDDER/SERVICE PROVIDER in comparison to the other BIDDER/SERVICE PROVIDERS.
- 3.3. The BUYER shall report to the appropriate Government Regulators/Authorities any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach, as and when the same is considered necessary to comply with the law in force in this regard.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SERVICE PROVIDER to the BUYER with the full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the BUYER, the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDER/SERVICE PROVIDERS

The BIDDER/SERVICE PROVIDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER/SERVICE PROVIDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER/SERVICE PROVIDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise for procuring the Contract or for forbearing to do or for having done any act in relation to the obtaining or execution of the contract or any other contract with the BUYER or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the BUYER.
- 4.3. The BIDDER/SERVICE PROVIDER further confirms and declares to the BUYER that the BIDDER/SERVICE PROVIDER is the Authorised Service Provider having necessary authorizations, intellectual property rights and approvals from the intellectual property right owners of such materials/services and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the

BIDDER/SERVICE PROVIDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 4.4. The BIDDER/SERVICE PROVIDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER/SERVICE PROVIDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER/SERVICE PROVIDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities emanating from other competitors or from anyone else.
- 4.7. The BIDDER/SERVICE PROVIDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SERVICE PROVIDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER/SERVICE PROVIDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER/SERVICE PROVIDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

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

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER/SERVICE PROVIDER while submitting commercial bid, shall deposit an amount as specified in RFP/Tender Documents as Earnest Money/Security, Deposit, with the BUYER through any of the instruments as detailed in the tender documents.
- 6.2. The Earnest Money/Security Deposit shall be *valid for a period till* the complete conclusion of the contractual obligations or for such period as mentioned in RFP/Contract , including warranty period, whichever is later to the complete satisfaction of BUYER.
- 6.3. In the case of successful BIDDER/SERVICE PROVIDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER/SERVICE PROVIDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

7.1. Any breach of the provisions herein contained by the BIDDER/SERVICE PROVIDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SERVICE PROVIDER shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- i To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SERVICE PROVIDER. However, the proceedings with the other BIDDER/SERVICE PROVIDER(s) would continue.
 - ii To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefor.
 - iii To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SERVICE PROVIDER.
 - iv To recover all sums already paid by the BUYER, and in case of the Indian BIDDER/SERVICE PROVIDER with interest thereon at 2% higher than the prevailing MCLR of BANK OF BARODA (Name of the Bank/Financial Institution) while in case of a BIDDER/SERVICE PROVIDER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER/Contractor from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SERVICE PROVIDER, in order to recover the payments, already made by the BUYER, along with interest. vi. To cancel all or any other contracts with the BIDDER /SERVICE PROVIDER and the BIDDER/SELLER /CONTRACTOR/SERVICE PROVIDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SERVICE PROVIDER.
 - vii. To debar the BIDDER/SERVICE PROVIDER from participating in future bidding processes of the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - viii. To recover all sums paid in violation of this Pact by BIDDER/SERVICE PROVIDER(s) to any middlemen or agent or broker with a view to securing the contract. ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SERVICE PROVIDER, the same shall not be opened.
 - x. Forfeiture of The Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - xi. The BIDDER/SERVICE PROVIDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER/SERVICE PROVIDER. The BIDDER/SELLER/ CONTRACTOR shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SERVICE PROVIDER.
- 7.2. The BUYER will be entitled to take all or any of the actions mentioned at para 7.1 (i) to (xi) of this Pact, also in the event of commission by the BIDDER/ SERVICE PROVIDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined In Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

7.3. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SELLER/ CONTRACTOR shall be final and conclusive on the

BIDDER/SELLER /CONTRACTOR. However, the BIDDER/SERVICE PROVIDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

8.1. The BIDDER/SERVICE PROVIDER undertakes that it has not provided similar services at a price lower than that offered in the present bid to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law and if it is found at any stage that similar services was supplied by the BIDDER/SERVICE PROVIDER to any other Bank or PSU or Government Department or to any other organization/entity whether or not constituted under any law, at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER/SERVICE PROVIDER to the BUYER, if the contract has already been concluded.

9. FACILITATION OF INVESTIGATION

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SERVICE PROVIDER and the

BIDDER/SERVICE PROVIDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination,

10. LAW AND PLACE OF JURISDICTION

This Pact is subject to Indian Law and the place of jurisdiction of the courts is Mumbai.

11. OTHER LEGAL ACTIONS

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

12. VALIDITY

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or such longer period as mentioned in RFP/Contract or the complete execution of the contract to the satisfaction of the BUYER whichever is later. In case BIDDER/SERVICE PROVIDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13. The parties hereby sign this Integrity Pact at on

BUYER	BIDDER
Name of the Officer	CHIEF EXECUTIVEOFFICER /AUTHORISED SIGNATORY Designation
Name of Wing	
Bank of Baroda	
Witness Witness	
1)	1)
2)	2)

Annexure VIII

Authorization Letter Format

(To be presented by the authorized person at the time of Opening of Part A-Technical Proposal / Part B-Commercial Bid (Indicative Pricel Bid) on the letter head of Bidder and should be signed by an Authorised Signatory with Name and Seal of the Company)

Ref No:

Date:

The Managing Director,
Baroda Global Shared Services Ltd.,
Gandhinagar - 382 355
Gujarat

Dear Sir,

SUB: RFP FOR EMPANELMENT OF AGENCIES FOR OPERATING AADHAAR ENROLMENT CENTERS ESTABLISHED AT IDENTIFIED BRANCHES OF BANK OF BARODA INCLUDING ERSTWHILE VIJAYA AND DENA BANKS.

Ref: Your BGSS/RFP/AEC/2020-21 dated 18.11.2020

This has reference to your above RFP.

Mr./Miss/Mrs. _____ is hereby authorized to attend the bid opening of the above RFP on _____ on behalf of our organization. The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

Name & Designation of Authorizing Authority

NOTE: This Authorization letter is to be carried in person and shall not be placed inside any of the bid covers.

Annexure IX

Proforma of Bank Guarantee for Contract Performance

(To be submitted on Non-Judicial stamp paper of appropriate value Purchased in the name of the issuing Bank)

To :
The Managing Director,
Baroda Global Shared Services Ltd.,
Gandhinagar - 382 355,
Gujarat.

WHEREAS (Name and address of M/s XXXX Ltd (hereinafter referred to as “the CONTRACTOR”) has undertaken to supply, transportation, transit insurance, local delivery and installation insurance up to Acceptance by the bank, Acceptance testing and also includes documentation, warranty, annual maintenance, if contracted, and training or demo of your personnel related to **EMPANELMENT OF AGENCIES FOR OPERATING AADHAAR ENROLMENT CENTERS ESTABLISHED AT IDENTIFIED BRANCHES OF BANK OF BARODA INCLUDING ERSTWHILE VIJAYA AND DENA BANKS**

as per their Contract dated _____with you (hereinafter referred to as “the CONTRACT”)

AND WHEREAS in terms of the Conditions as stipulated in the Contract, the CONTRACTOR is required to furnish, a Bank Guarantee by way of Performance Guarantee, issued by a Scheduled Bank in India, in your favour, as per Clause _____ of the CONTRACT, to secure due and satisfactory compliance of the obligations by the CONTRACTOR on their part, in accordance with the CONTRACT, (which guarantee is hereinafter called as “the PERFORMANCE 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 _____) an amount equivalent to 10% 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 _____) 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 _____) 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 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 un-cancelled 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

- a. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____ only)

- b. This guarantee shall be valid upto _____ and ;

- c. 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 at Bengaluru on or before _____ (mention period of the guarantee as found under clause ii. above plus claim period).

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

Dated this _____ day of _____ 2018.

For and on behalf of

_____ BRANCH MANAGER SEAL ADDRESS PLACE

<p>This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows Name of the Bank: Name of the Branch IFSC Code:</p>
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Annexure X Format for Sending Pre-Bid Queries

Sl. No.	Page No. of RFP	Clause No	RFP Clause	Bidder's Query
1				
2				
3				
...				
...				

Annexure XI

Confidentiality/Non-Disclosure Agreement

SUB: RFP for EMPANELMENT OF AGENCIES FOR OPERATING AADHAAR ENROLMENT CENTERS ESTABLISHED AT IDENTIFIED BRANCHES OF BANK OF BARODA INCLUDING ERSTWHILE VIJAYA AND DENA BANKS

Ref: Your BGSS/RFP/AEC/2020-21 dated 18.11.2020

WHEREAS, we, _____, having Registered Office at _____, hereinafter referred to as the Bidder, are agreeable to supply trained UIDAI certified operators on behalf of Baroda Global Shared Services Ltd., herein after referred to as BGSSL, having its Registered Office at 5th Floor, Baroda Sun Tower, C-34, G-Block, Bandra - Kurla Complex, Bandra (E), Mumbai 400 051, for the Aadhaar Enrolment Centres established at Identified branches of Bank of Baroda, herein after referred to as BANK.

WHEREAS, the Bidder understands that the information regarding the “**EMPANELMENT OF AGENCIES FOR OPERATING AADHAAR ENROLMENT CENTERS ESTABLISHED AT IDENTIFIED BRANCHES OF BANK OF BARODA INCLUDING ERSTWHILE VIJAYA AND DENA BANKS**” shared by BGSSL in their Request for Proposal is confidential and/or proprietary to the BGSSL, and

WHEREAS, the Bidder understands that in the course of submission of the offer for “**EMPANELMENT OF AGENCIES FOR OPERATING AADHAAR ENROLMENT CENTERS ESTABLISHED AT IDENTIFIED BRANCHES OF BANK OF BARODA INCLUDING ERSTWHILE VIJAYA AND DENA BANKS**” and/or in the aftermath thereof, it may be necessary that the Bidder may perform certain jobs/duties on the BGSSL and or BANK’s properties and/or have access to certain plans, documents, approvals or information of the BGSSL and or BANK; NOW THEREFORE, in consideration of the foregoing, the Bidder agrees to all of the following conditions, in order to induce the BGSSL to grant the Bidder specific access to the BGSSL and or BANK’s property/information. The Bidder will not publish or disclose to others, nor, use in any services that the Bidder performs for others, any confidential or proprietary information belonging to the BGSSL and or BANK’s, unless the Bidder has first obtained the BGSSL written authorization to do so.

The Bidder agrees that notes, specifications, designs, memoranda and other data shared by the BGSSL or, prepared or produced by the Bidder for the purpose of submitting the offer to the BGSSL for the said solution, will not be disclosed during or subsequent to submission of the offer to the BGSSL, to anyone outside the BGSSL.

The Bidder shall not, without the BGSSL written consent, disclose the contents of this Request for Proposal (Bid) or any provision thereof, or any specification, plan, pattern, sample or information (to be) furnished by or on behalf of the BGSSL in connection therewith, to any person(s) other than those employed/engaged by the Bidder for the purpose of submitting the offer to the BGSSL and/or for the performance of the Contract in the aftermath. Disclosure to any employed/engaged person(s) shall be made in confidence and shall extend only so far as necessary for the purposes of such performance.

Date

Signature with seal

Name :

Designation :

Annexure XII
Schedule wise list of Aadhaar Enrolment Centres existing in the Bank
Geographical areas proposed to be covered

Schedule	Zone	State	*Total AECs
1	North Zone		237
1.1		Chandigarh	1
1.2		Haryana	23
1.3		Himachal Pradesh	6
1.4		NCT of Delhi	24
1.5		Punjab	25
1.6		Uttar Pradesh	141
1.7		Uttarakhand	17
2	East Zone		142
2.1		Arunachal Pradesh	1
2.2		Assam	8
2.3		Bihar	34
2.4		Jharkhand	23
2.5		Manipur	1
2.6		Meghalaya	1
2.7		Nagaland	1
2.8		Odisha	30
2.9		Tripura	1
2.10		West Bengal	42
3	South Zone		207
3.1		Andhra Pradesh	29
3.2		Karnataka	78
3.3		Kerala	26
3.4		Pondicherry	1
3.5		Tamil Nadu	42
3.6		Telangana	31
4	Central Zone/West Zone		176
4.1		Chhattisgarh	21
4.2		Goa	5
4.3		Madhya Pradesh	44
4.4		Maharashtra	106

*Indicative Number: Actual may vary.

Annexure XIII
Bank Guarantee Format for Earnest Money Deposit

To :

The Managing Director,
Baroda Global Shared Services Ltd.,
Gandhinagar - 382 355,
Gujarat.

WHEREAS _____(Name of Bidder) (hereinafter called "the Bidder" has submitted its tender dated _____ (Date) for the execution of (Name of Contract)_ **EMPANELMENT OF AGENCIES FOR OPERATING AADHAAR ENROLMENT CENTERS ESTABLISHED AT IDENTIFIED BRANCHES OF BANK OF BARODA INCLUDING ERSTWHILE VIJAYA AND DENA BANKS** (hereinafter called "the Tender") in favour of Baroda Global Shared Services Ltd., called the "Beneficiary";

KNOW ALL MEN by these presents that we, _____(name of the issuing Bank), a body corporate constituted under the _____having its Head Office at _____amongst others a branch/office at _____ (hereinafter called "the Bank" are bound unto the Beneficiary for the sum of

Rs _____(Rupees _____only) for which payment well and truly to be made to the said Beneficiary, the Bank binds itself, its successors and assigns by these presents; THE CONDITIONS of this obligation are:

- ✓ If the Bidder withdraws its Tender during the period of Tender validity specified in the Tender; or
- ✓ If the Bidder having been notified of the acceptance of his Tender by the Beneficiary during the period of Tender validity;
 - (i) fails or refuses to execute the Agreement, if required; or
 - (ii) fails or refuses to furnish the performance security, in accordance with clause _____ of conditions of Contract.

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

Notwithstanding anything contained herein

i) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____only) ii) This Bank

Guarantee is valid up to _____ and

iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (mention period of guarantee as found under clause (ii) above plus claim period)

Dated _____day of _____2020.

(SIGNATURE & SEAL OF THE BANK)

<p>This Bank guarantee should be confirmed through SFMS by the issuing Bank and the details are as follows Name of the Bank: Name of the Branch : IFSC Code:</p>
