

Ref. No.: DOACH/20-36/2010/

Cost of RFQ : Rs. 25000/-

(Rupees Twenty Five Thousand Only)**DOEACC SOCIETY, CHANDIGARH CENTRE****AN AUTONOMOUS SCIENTIFIC SOCIETY****OF****DEPARTMENT OF INFORMATION TECHNOLOGY,****MINISTRY OF COMMUNICATIONS & INFORMATION TECHNOLOGY,****GOVERNMENT OF INDIA****S.C.O. 114-116, SECTOR 17-B, CHANDIGARH**

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**DRAFT REQUEST FOR QUOTATION (RFQ)
FOR
PROVIDING MANAGED DATA DIGITIZATION SERVICES
IN URBAN AREAS
FOR
THE CREATION OF NATIONAL POPULATION REGISTER
(NPR) FOR USUAL RESIDENTS OF INDIA**

Date of Issue	Issued To (Name & Address)	Payment Details			Signature of Issuing person
		DD No. and Date	Name of the Bank and Branch	Amount	

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1. INVITATION TO BID

1.1. RFQ to Pre-Qualified Bidders

Date: DD-MM-YYYY

To,

1. DOEACC, Chandigarh Centre invites Financial Bids from pre-qualified bidders for **“Providing Managed Services for digitization of demographic data for the Creation of National Population Register (NPR) for Usual Residents of Urban Areas in India”** in urban areas of 19 States and 2 Union Territories. The detailed scope of work for this assignment is provided in **Section 3 – Scope of Services**.
2. The selected bidder(s) will be called “Managed Service Provider (MSP)” for the purpose of this RFQ and for the whole duration of the contract thereof.
3. All pre-qualified bidders are expected to submit only the “Financial Bid(s)” corresponding to the 30 zones as mentioned in this RFQ. Each Bidder must submit a single bid and provide quotes for individual Schedules based on the eligibility criteria prescribed in this RFQ.
4. This ‘Invitation to Bid’ is extended only to the organizations who have already been empanelled by Unique Identification Authority of India (UIDAI) as “Enrolling Agencies” for undertaking demographic and biometric data collection for enrolment of residents and whose technical capabilities have been assessed as “T1 or higher” by UIDAI while empanelling the organization as an “Enrolling Agency”;
5. This RFQ document is being issued only to the above-mentioned pre-qualified bidders and is non-transferable. It will be sent by email and registered post to the authorized contact person of the pre-qualified bidder and will also be published on website of DOEACC SOCIETY, Chandigarh Centre <http://www.doeaccchd.edu.in>.
6. Any subsequent corrigenda/clarifications related to this RFQ will be uploaded to the website <http://www.doeaccchd.edu.in>.
7. Pre-qualified bidders are advised to study this RFQ document carefully before submitting their financial bids in response to the bid Invitation. Submission of a financial bid in response to this invitation shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

8. Pre-qualified bidders will need to submit their Financial Bid – in sealed envelopes, at the address mentioned in the **Section 1.2. Important Information**. The formats for Submission of Bids have been given in the relevant sections in this document.
9. DOEACC reserves the right to reject any or all the Bids in whole or part without assigning any reasons.

10. RFQ Document Fees:

INR 25,000/- (INR Twenty Five Thousands only) in the form of a Demand Draft issued by a nationalized / scheduled bank, drawn in favour of “**The Director, DOEACC Society, Chandigarh Centre**” payable at **Chandigarh**. This fee is non-refundable and shall be submitted along with the response to this RFQ to DOEACC, Chandigarh Centre.

11. Earnest Money Deposit (EMD):

All bids submitted in response to the RFQ document must be accompanied by Earnest Money Deposit (EMD). Refer Annexure 8 for zone wise EMD amounts. Bidders bidding for multiple zones need to submit a single cumulative EMD in the form of a Bank Guarantee (BG) as per the format prescribed in **Annexure 3, Format of Bank Guarantee (BG) for Earnest Money Deposit** of this RFQ document. If the bidder is selected after bidding, this EMD amount will be considered towards Performance Bank Guarantee (PBG).

1.2. Important Information

S. NO.	Information	Details
1.	Name of the purchaser	DOEACC Society,
2.	Date of Issue of RFQ Document	
3.	Last date for Submission of Queries	
4.	Response to Queries and Pre-Bid Conference	
5.	Issue of Corrigendum	
6.	Last date and time for Bid submission	
7.	Date and Time for opening of Financial Bids	
8.	Contact Person for queries	xxx
9.	Addressee and Address at which bids in response to RFQ Invitation are to	Xxx

S. NO.	Information	Details
	be submitted	

1.3. General Eligibility Criteria

- 1.3.1. Only those organizations will be eligible to bid for this RFQ which have already been empanelled by the Unique Identification Authority of India (UIDAI) as “Enrolling Agencies” for undertaking demographic and biometric data collection for enrolment of residents and whose technical capabilities have been assessed as “T1 or higher” by UIDAI while empanelling the organization as an “Enrolling Agency”.
- 1.3.2. Those of the pre-qualified agencies, which are empanelled with UIDAI (as mentioned under Para 1.3.1), will be able to bid for only those zones which fall into the states/UTs where these agencies have evinced interest in working while getting empanelled with UIDAI.
- 1.3.3. All pre-qualified agencies (as mentioned under Para 1.3.1) can form a consortium of companies/ organizations (maximum of 3 members).
- 1.3.4. In case of a Consortium, the pre-qualified agency (as mentioned under Para 1.3.1) must act as the Lead Bidder and shall be solely responsible to the DOEACC for executing the activities enlisted in this RFQ and contractual obligations, if selected for carrying out these activities. The Lead Bidder should submit the Financial Bid on behalf of the Consortium.
- 1.3.5. The Bidder (single agency/ all consortium members) should have been in existence for a period of at least 2 years as of 31-March-2010.
- 1.3.6. The Bidder (single agency/ all consortium members) must be incorporated or registered in India under the Indian Companies Act, 1956 (including Section – 25 of the Act)/ the Partnership Act, 1932/ Societies Registration Act 1860/ Indian Trusts Act 1882/ it's equivalent in the respective states OR Proprietorship entities having a PAN number.
- 1.3.7. The Bidder in case of Private/ PSU/ Govt. Company/ Commercial Organization/ Autonomous Body (single agency/ Lead Bidder in case of a consortium) should have had a Net Worth of at least INR 50 lakhs as of 31-March-2010 as evidenced by the audited accounts of the organization.
- 1.3.8. The Bidder in case of NGOs/ Not-for-Profit organization (single agency/ Lead Bidder in case of a consortium) should have had an average annual turnover/ grants-in-aid of at least INR 50 lakhs in the last two financial years as evidenced by the audited accounts. However, the NGO/ Not-for-Profit organization must hold a valid registration with the Ministry of Home Affairs, Government of India and must be non-political and nondenominational organization with no affiliation to any political parties or religion.
- 1.3.9. In case of a Consortium, the Net Worth (in case of Private/PSU/Govt. Company/Commercial Organization/Autonomous Body) or the Average Annual Turnover/Grant-in-aid (in case of NGOs/Not-for-Profit organization) of only the lead bidder will be considered for the purposes of evaluating the financial capability and allocating zones to the bidder.

- 1.3.10. The Bidder (single agency/ consortium members) should not have been blacklisted by the Central, or any State/ UT Government.
- 1.3.11. Only those bidders who meet the eligibility criteria specified above will be eligible to respond to this RFQ. The bidder's proposal shall contain the relevant information & supporting documents (as specified in Section 1.4 below against each criteria) to substantiate the eligibility of the bidder vis-à-vis the pre-qualification criteria.

1.4. Mandatory list of documents to be submitted

- 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).
- 1.4.2. Letter of Association in case of Consortium and certified true copy of the consortium agreement between the Lead 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. Auditor Certified financial statements for the financial years 2009-10 and 2008-09 (Please include the sections on P&L, Turnover, Assets and Balance Sheet) should be provided by all types of bidders. In case, the audited certified financial statements for the financial year 2009-10 is not available, an Auditor's certificate specifying the Net worth and Turnover/ Grants-in-aid of the organization as of 31 March 2010 should be provided for the same.
- 1.4.4. Declaration from the senior management citing that the organization has not been blacklisted by Central/ State/ UT Government and has not been charged for any fraudulent activity.
- 1.4.5. Proof for Organization: PAN Number, VAT/ Service Tax number.
- 1.4.6. Profile of the Organization giving relevant details of nature of work, experience, infrastructure, resources etc.
- 1.4.7. A brief methodology about how the organisation will perform the data digitization activity. A tentative setup & work flow information may also be submitted.
- 1.4.8. Letter of Empanelment issued by UIDAI clearly citing that the organization (Single Agency or the Lead Bidder in case of Consortium) is empanelled with UIDAI as an "Enrolling Agency" and indicating the technical and financial tier of the organization as assessed by UIDAI.
- 1.4.9. Authorization letter/ Power of attorney for signing the RFQ & Financial bids.

1.5. Definitions and Acronyms

1. **Accounting Year** – shall mean the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year. In case of a global company, the commencement date and ending date should be read as 1st Jan and 31st December respectively of the calendar year.
2. **BG** – Bank Guarantee.
3. **Bidder** – Shall mean either a single company or a consortium of not more than three (3) companies participating in this bidding process.
4. **Biometric Data** – refers to the facial image, Iris Scan of both eyes and 10 fingerprints collected by the Enrolment Agency from the enrollees based on the standards prescribed by the UIDAI.
5. **Consortium** – shall mean the association of companies not exceeding three (3) in numbers. DOEACC will allow such consortium to participate in the bidding process if the consortium is empanelled with UIDAI as an 'Enrolling Agency' or the lead bidder of the consortium must be empanelled with UIDAI as an Enrolling Agency.
6. **CPMT** – Central Project Monitoring Team
7. **CPSU** – Central Public Sector Undertakings
8. **De-duplication** – the process of using the Demographic and Biometric data collected from an enrollee to check against data so as to avoid duplicate enrolments.
9. **Demographic Data** – refers to the personal information collected or verified by the MSP based on the data fields prescribed by the Registrar General of India (RGI) for the NPR Schedules.
10. **DIT** – Department of Information Technology, Ministry of Communications & Information Technology, Government of India.
11. **DOEACC** – Department of Electronics and Accreditation of Computer Courses. DOEACC is an autonomous scientific society under Ministry of Communications & Information Technology, Government of India, involved in large scale data processing, training (corporate, government & individual), consultancy, product development, entrepreneurship development & HRD in information, electronics & communication technologies. It has a network of centres in India and around the globe.
12. **EMD** – Earnest Money Deposit.
13. **Enrolling Agency/ Enrolling Agencies** – The Agency/Agencies empanelled by UIDAI for undertaking demographic and biometric data collection for enrolment of residents
14. **Enrolment** – refers to the exercise of collection of demographic as well as biometric data of the usual residents of India.
15. **ICR** – Intelligent Character Recognition Software.
16. **Lead Bidder** – shall mean the member of consortium who will be the sole interface with DOEACC on behalf of the consortium, contractually and for other

interactions, and will be responsible for successful execution of the project for the entire agreement period. The lead bidder should **mandatorily** have relevant and demonstrable experience in data digitization projects.

17. **LoI** – Letter of Intent.
18. **MSP** – Managed Service Provider. This will be the selected bidder who will provide Manual Data Entry Services.
19. **Net Worth** – Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities).
20. **NeGP** – National e-Governance Plan
21. **NGO** – Non Government Organization registered.
22. **NPR** – National Population register.
23. **Operator** – Certified and trained person employed by the MSP and engaged in the digitization of Demographic data
24. **Operational Partner** – Member of Consortium having proven experience in Project Operations / Training / Logistics / supply chain management.
25. **ORG&CCI** – Office of the Registrar General and Census Commissioner, India.
26. **PBG** – Performance Bank Guarantee.
27. **Period of Contract** – 6 months from the date of award of contract with the selected bidder(s), which may be extended depending upon the nature of work.
28. **PoA** – Power of Attorney.
29. **Pre-qualified Bidders** – All Bidders who have been selected by UIDAI as “Enrolling Agencies” for undertaking biometric data collection for enrolment of residents and whose technical capabilities have been assessed as “T1 or higher” by UIDAI while empanelling each bidder as “Enrolling Agency”.
30. **Resident** – Usual resident of India.
31. **RFQ** – Request for Quotation.
32. **RGI** – Registrar General of India
33. **SLA** – Service Level Agreement.
34. **UID** – Unique Identification.
35. **UIDAI** – Unique Identification Authority of India.
36. **UT** – Union Territory.

2. INTRODUCTION

2.1. Background - Indian Census and National Population Register (NPR)

The Indian Census is the largest single source of a variety of statistical information on different characteristics of the people of India and has been conducted every 10 years since 1872. The responsibility of conducting the Census rests with the Office of the Registrar General and Census Commissioner, India (ORG & CCI) under Ministry of Home Affairs, Government of India.

Census 2011 will be the 15th Census of the country. It will form a major milestone as for the first time it will also result in the creation of a National Population Register (NPR), which will serve as a comprehensive identity database of the usual residents of the country.

PROCESS OF CREATION OF NPR

In the NPR process, following details are being gathered by designated enumerators by visiting each and every household:

- i. Name of the person in full and residential Status
- ii. Name of the person as should appear in National Population Register
- iii. Relationship to Head
- iv. Sex
- v. Date of Birth
- vi. Marital Status
- vii. Educational Qualification
- viii. Occupation/Activity
- ix. Name(s) of father, mother and spouse in full
- x. Place of Birth
- xi. Nationality as declared
- xii. Present address of usual residence
- xiii. Duration of stay at present address
- xiv. Permanent residential address

The data thus collected will then be digitized in the local language of the State as well as in English. This digitization involves the scanning of the forms (NPR Schedules) and validating the data using an Intelligent Character Recognition Software (ICR). For this purpose, RGI has established a number of scanning centres across the country. The data thus stored in the form of scanned images will then be manually digitized.

Once this demographic database has been created, then the biometrics enrolment (capture of 1 Photograph, 10 Finger Prints and Iris scan of both eyes)

will be carried out for all persons aged 5 years and above by arranging enrolment camps in every village and at the ward level in every town. The collected data will be printed in the form of LRUR (Local Register of Usual Residents) and displayed at prominent places within the village and ward for the public to see. Objections will be sought and registered at this stage. Each of these objections will then be enquired into by the local Revenue Department Officer/ Census Department Officer/ Municipal Commissioner and a proper disposal given in writing. Persons aggrieved by such order have a right of appeal to the Tehsildar and then to the District Collector. Once this process is over, the lists will be placed in the Gram Sabha in villages and the Ward Committee in towns. Claims and Objections will be received at this stage also and dealt with in the same manner described above. The Gram Sabha/Ward Committee has to give its clearance or objection within a fixed period of time after which it will be deemed that the lists have been cleared.

The information thus authenticated will then be sent to the UIDAI for de-duplication and issue of Unique Identification (UID) Numbers. UIDAI will serve as back office for NPR. The cleaned database along with the UID Number will then be sent back to the Office of the Registrar General and Census Commissioner, India (ORG&CCI) and would form the National Population Register. ORG&CCI will thereon maintain and update this database.

METHODOLOGY FOR NPR CREATION

The Union Cabinet has entrusted the work of demographic data digitization and bio-metric collection to the Department of Information Technology/CPSUs. The Department of IT is spearheading the digitization process and envisages the participation of its societies -DOEACC, STPI and C-DAC in this project. It is estimated that the project will digitize the data of 64,00,00,000 population of India and biometric capture of 57,40,00,000 people. Biometric includes photograph, all ten finger prints and Iris capture for the population above 5 years age. The activities that will be performed to meet the objective are as follows:

Data Entry of demographic details will be done centrally at State/Regional Data Entry Centre and Biometric Capture will be done in distributed mode using camps. The digitization of NPR will be done in 6 months. The Biometric capture will be done in 1 year.

RGI has already started collection of the schedules from 1st April, 2010 and scanned images will be provided for Demographic data entry is available for data entry. The biometric capture is expected to start in December'2010. In the proposed activities of the NPR, digitization of approximate 135,335,083

schedules i.e. 64,00,00,000 records will be digitized in both rural and urban areas of the 21 states and UTs.

2.2. Role of Department of Information Technology (DIT) in NPR

The Office of the Registrar General and Census Commissioner, India (ORG&CCI) has assigned Department of Information Technology (DIT) the responsibility of demographic data digitization and biometric data collection in 19 states and 2 Union Territories of India. .

DIT will undertake the following activities on behalf of the ORG&CCI to enable creation of the National Population Register and facilitate the issuance of UID number to the residents within the states assigned to DIT:

- **Digitization:** The ORG&CCI will be responsible for scanning and Intelligent Character Recognition (ICR) of schedules collected from the field. Once ICR has been performed, the scanned images will be handed over to DIT to complete manual data entry in two languages, i.e. English Language and Local Language of the State.
- **Biometric Data Capture:** Upon completion of manual data entry, DIT will capture biometric data of all residents aged 5 years and above.
- **Data Consolidation and Delivery:** DIT shall consolidate the captured data, including demographic and biometric data, and deliver the same to ORG&CCI for further de-duplication and assignment of UID number by the UIDAI.

DIT recognizes that this assignment calls for organizations which are having experience in demographic data digitization and also requires significant financial commitments from them in order to successfully execute it within the time schedule.

2.3. Role of DOEACC

DOEACC Society is an autonomous Scientific Society of the Department of Information Technology, Ministry of Communications and Information Technology, Government of India. DOEACC has presence in 22 locations throughout the country having Head Quarter at New Delhi. The Society has immense capabilities for execution of e-Governance Projects.

For the purpose of ensuring complete coverage of the 19 States and 2 UTs, DIT plans to divide the work of demographic data digitization and biometric data collection into urban and rural areas. There are 30 such zones in the 19 States and 2 UTs where NPR activities have to be carried out by DIT. For the urban

areas, DIT intends to leverage the network of DOEACC. The overall responsibility for completing the work of Demographic Data Digitization & Biometric Enrolment in the urban areas has been delegated to DOEACC by DIT.

3. SCOPE OF SERVICES

The MSP(s) shall provide end-to-end Managed data digitization Services to DOEACC for the purposes of only demographic data digitization for the usual Residents of the urban population of India in the 19 states and 2 UTs of India.

- The population coverage for this work is approximately 13 Crores (estimation based on 2001 census data Annexure-7) usual residents of the urban population in the following 19 states and 2 Union Territories of India.

List of States

- | | |
|-----------------------|---------------------|
| 1. Uttar Pradesh | 2. Assam |
| 3. Bihar | 4. Chattisgarh |
| 5. Haryana | 6. Himachal Pradesh |
| 7. Jammu & Kashmir | 8. Jharkhand |
| 9. Madhya Pradesh | 10. Punjab |
| 11. Rajasthan | 12. Uttarakhand |
| 13. Arunachal Pradesh | 14. Manipur |
| 15. Meghalaya | 16. Mizoram |
| 17. Nagaland | 18. Sikkim |
| 19. Tripura | |

List of Union Territories

- | | |
|---------------|-------------------------|
| 1. Chandigarh | 2. Dadra & Nagar Haveli |
|---------------|-------------------------|

- The Demographic Data Digitization needs to be performed for 100% urban resident population of these 19 states and 2 UTs
- In order to achieve the above mentioned objectives, the 19 States and 2 UTs have been classified into 30 zones. The composition of the 30 zones is provided at **Annexure 6** and their estimated population is provided at **Annexure 7**.
- DOEACC may select one or more successful bidders (single bidders or consortiums) to execute the project. The Work Allocation Scheme is explained in detail in **Section 4 – Scheme for Work Allocation**. The Evaluation Procedure is explained in detail in **Section 7 – Proposal Opening and Evaluation**.
- DOEACC expects the selected bidder(s) to commence work within 30 days of award of contract. The timeline for completion of these activities in 6 months from the date of award of contract.
- The responsibilities of the selected bidder(s) will include the following:
 - i. Based on the volume of work, allocated as per the bidding process, identify and set up necessary infrastructure at the zonal(s)/state(s) level for performing the demographic data digitization exercise.

- ii. Receive scanned images of NPR schedules from the State/Regional/Zonal coordinator of DOEACC and perform the task of demographic data digitization
- iii. Obtain the data digitization software from DOEACC and its installation.
- iv. Ensure data entry using the software received from DOEACC.
- v. Training of manpower on the data digitization software as well as on the overall process and procedures with the help of training material provided by DOEACC.
 - DOEACC will provide the required training at DOEACC accredited institutes free of charge to five (5) Master Trainers from each MSP selected after the bidding process. Reimbursement of meal/hospitality expenses, not exceeding Rs. 500 per participant for the total duration of training will, however, be recovered by DOEACC from the concerned MSP.
 - On satisfactory conclusion of training, a certificate shall be provided by DOEACC to each participant
 - These Master Trainers of MSP are expected to, in turn, train their operators.
 - MSPs should engage data entry operators only after they have been trained and certified for data entry. The certification of the operators will be done by DOEACC after conducting a test. The test will be conducted by DOEACC without any testing fee
- i. Ensure Data Entry through DOEACC trained and Certified manpower.
- ii. Ensure data entry in two languages. i.e. in the local language of the State as well as in English
- iii. Ensure the data digitization as per guidelines provided by UIDAI/RGI
- iv. Proper checking and verification of digitized data
- v. Ensure regular backup of digitized data over an external media
- vi. Ensure interim storage management of digitized data
- vii. Take data into an external media in the form prescribed by DOEACC for the purpose of biometric capturing.
- viii. Assist the biometric enrolling agencies in uploading of digitized data onto the device(s)
- ix. Perform the LRUR correction in the demographic data as per the directions given by DOEACC
- x. Submit the complete and corrected data to DOEACC as per the timelines prescribed by DOEACC
- xi. Ensure Interim storage management of field data and ensure secure transfers of data from the data entry location to DOEACC's designated locations of data collection
- xii. Ensure MIS reporting of the complete work on a daily basis through the MIS tool provided by DOEACC

In order for the MSP(s) to effectively execute the above mentioned services, DOEACC with help of RGI will provide all assistance and support in terms of identification and availability of Government Agencies required for these services, e.g. Local governing bodies at each level - Central/State/District/Tehsil/Ward, Physical security wherever necessary, using State Police/Paramilitary forces etc.

4. SCHEME FOR WORK ALLOCATION

DOEACC recognizes that the distribution of work should be done in a manner so as to ensure that the following strengths of the bidders are leveraged:

- Past experience of bidders.
- Process oriented approach of bidders with respect to data entry operations and data management.
- Financial and technical capability of bidders to develop, operate and scale their presence, infrastructure and manpower required for this project.

DOEACC also recognizes that managed service provisioning requires significant financial commitments over an extended period of time and this would require a matching revenue assurance from the parties willing to make such commitments.

All pre-qualified bidders shall submit their Financial Bids [Price per demographic data digitization per person] for each zone they are bidding for. All pre-qualified bidders will be classified into four tiers of financial capability as follows:

Commercial Organizations		NGOs / Not-for-profit Organizations	
Net Worth (as on 31st March 2010)	Tier	Annual Turnover / Grants-in-aid (as on 31st March 2010)	Tier
INR 50 Lakhs to 2 Crores	NW1	INR 50 Lakhs to 2 Crores	NW1
INR 2 Crores to 5 Crores	NW2	INR 2 Crores to 5 Crores	NW2
INR 5 Crores to 20 Crores	NW3	INR 5 Crores to 20 Crores	NW 3
More than INR 20 Crores	NW4	More than INR 20 Crores	NW 4

The bidders will be eligible to bid for one or more zones and can also be allocated work for one or more zones depending upon the criteria of maximum bid capacity (number of demographic records) and maximum work capacity (number of demographic records) as mentioned below:

Tier	Maximum Bid Capacity (Lakh)	Maximum Work Capacity (Lakh)
NW1	125	25
NW2	350	70
NW3	1250	250
NW4	5000	1000

The Maximum Bid Capacity is defined as the maximum number of demographic records (one record per person) that a bidder is eligible to bid for. Maximum Work Capacity is defined as the maximum number of demographic records (one record per person) that can be allocated to a bidder for data digitization work. The Maximum Bid Capacity and Maximum Work Capacity may spread over one or more zones depending upon the resident urban population of various zones.

While bidding, each bidder must ensure that the cumulative population of all zones that the bidder is bidding for, does not exceed the maximum bid capacity of that bidder. In case a bidder is found to be bidding for zones whose cumulative urban population is higher than the bidder's bid capacity, then the entire bid of that bidder (including all quotes provided for various zones) will be rejected.

For all zones, the lowest price quoted for each zone (the price per person for demographic data digitization) shall be nominated as L1 and the rest of the quotes shall be ranked as L2, L3, L4 and so on.

The financial bids for all zones will be opened simultaneously however the sequencing of zones for the purpose of allocation of work will be done as per the following criteria:

- i) For each zone, a frequency score will be arrived at based on the number of bidders for that zone and the number of zones that each of those bidders have bid for. For eg: if there are three bidders for a zone and each bidder has bid for 5, 2 and 7 zones respectively then the frequency score for that zone will be $5+2+7 = 14$.
- ii) All zones will then be ranked from the lowest frequency score to the highest and the allocation of zone will start from the zone with the lowest frequency score. In case, two or more zones happen to have the same frequency score, then the zone with lower population will be allocated first.

The work will then be allocated to the L1 bidder of that zone. However, if there are multiple L1 bidders, the work will be divided in equal proportions amongst all L1 bidders.

Once a bidder reaches its maximum work capacity, then the bidder will not be considered eligible for the subsequent zones. In such a scenario, where such bidders

happen to be holding the lowest bid (L1) for any of the remaining zones, then the next eligible bidder (holding L2, L3 or higher bid) will be offered to match the L1 price in order to win that zone. In case the first eligible bidder fails to match the L1 price then the bidder with the next higher bid will be offered to match the L1 bid. In case all eligible bidders of a particular zone fail to match the L1 price, then the actual bidder holding the L1 bid will have to accept the work for that zone irrespective of the L1 bidder's maximum work capacity as described under Section 4. However, DOEACC will have the final right on allocation of work for digitization in a zone to the successful bidder(s).

5. PAYMENT TERMS

- 70% of the total payments due to MSP per zone (based on the number of demographic records digitized in the allocated zone) will be made upon completion of data digitization work, as reported in the MIS tool and as verified by the DOEACC or any agency nominated by DOEACC.
- The schedule for the initial 70% payments due to the MSP per zone is as follows:

S. No.	Data Digitized per zone (% age of the total volume of data)	Number of Days	Payment (%age of total payments to be made)
1.	25%	1 to 45	20%
2.	25%	46 to 90	20%
3.	25%	91 to 135	15%
4.	25%	136 to 180	15%
Total	100%	180	70%

- 15% of the total payments due to the MSP per zone will be made upon completing the LRUR corrections in the digitized data, as reported in the MIS tool and as verified by the DOEACC or any agency nominated by DOEACC.
- The balance 15% payments due to the MSP per zone will be made upon submission of completed data by DOEACC to RGI and receiving an acceptance on the quality of data from RGI/UIDAI.
- The number of duplicate demographic records per zone, as found during the quality check process of RGI/UIDAI, will be deducted from the total number of records digitized by the MSP for that zone and the adjustments thereof will be made out of the balance 15% payment due to MSP for that zone.
- The selected bidder(s) will raise invoice for enrolments completed within the defined time period and submit such invoices to DOEACC to the attention of following person:
Attention: _____

- DOEACC will make all efforts to release the payment within 30 days of submission of invoice to the extent possible subject to the verification of actual work completed by the selected bidder(s).

6. PERFORMANCE MANAGEMENT

6.1. Service Level Agreement (SLA)

The selected bidder(s) will be responsible for achievement of SLAs mentioned below during the entire period of the contract.

S. No.	Performance Indicator	Service Level Metric	Penalty on breach of service level
1	Data Entry Completeness	All fields completely filled for each resident – in English and Local Language of the state	25% of the cost quoted per data digitization record PLUS 5% of the cost quoted per data digitization record each day from the day of completeness check till the entry is completed.
2	Digitization target for the first day till 45th day	25% of the total volume of data digitization records in a zone	For each day of delay beyond target period (45 days), X% of the cost quoted per data digitization record, multiplied by the no. of records not digitized at the end of target period (45 days), where X is as follows: <ul style="list-style-type: none"> • 2% for 1-10 days • 4% for 11-20 days • 10% for 21 days or more
3	Digitization target for the 46th day till 90th day	25% of the total volume of data digitization records in a zone	For each day of delay beyond target period (45 days), X% of the cost quoted per data digitization record, multiplied by the no. of records not digitized at the end of target period (45 days), where X is as follows: <ul style="list-style-type: none"> • 2% for 1-10 days • 4% for 11-20 days 10% for 21 days or more
4	Digitization target for the 91 st day till 135 th day	25% of the total volume of data digitization records in a zone	For each day of delay beyond target period (45 days), X% of the cost quoted per data digitization record, multiplied by the no. of records not digitized at the end of target period (45 days), where X is as follows: <ul style="list-style-type: none"> • 2% for 1-10 days

			<ul style="list-style-type: none"> • 4% for 11-20 days • 10% for 21 days or more
5	Digitization target for the 135 th day till 180 th day	25% of the total volume of data digitization records in a zone	For each day of delay beyond target period (45 days), X% of the cost quoted per data digitization record, multiplied by the no. of records not digitized at the end of target period (45 days), where X is as follows: <ul style="list-style-type: none"> • 2% for 1-10 days • 4% for 11-20 days • 10% for 21 days or more
6	Quality of digitized data	100% accurate entry of demographic data as per the scanned NPR schedule without any mistakes in any of the fields	25% of the cost quoted per data digitization record PLUS 5% of the cost quoted per data digitization record each day from the day of completeness check till work is complete.
7	Trained and Certified Staff	100% trained and certified data entry staff as per the specifications of UIDAI/RGI and any additional instructions of CSC e-Governance Services India Ltd.	100% of the cost quoted per data digitization record for 100 records, for each instance of records digitized by untrained and uncertified staff.
8	Quality of LRUR Correction	100% accurate corrections of all demographic records as per the LRUR correction data provided to the MSP	25% of the cost quoted per data digitization record PLUS 5% of the cost quoted per data digitization record for each day from the day of completeness check till work is completed.
9	Safe and secure custody of data	100% encrypted data with physical security to ensure zero unauthorized access	100% of the cost quoted per data digitization record multiplied by the total number of records found in unencrypted manner or without physical security
10	Data transfer to the biometric camp	Zero delay in transferring digitized data to the biometric MSP/any other designated agency from the target date,	Rs. 1000/- per day of delay in transferring data to the biometric MSP/ any other designated agency

11	Retrieval of completed data from the biometric camp	Zero delay in physically transferring back the completed data from Biometric camp to MSP's data entry premises	Rs. 500/- per day of delay in transferring data back from Biometric camp to MSP's data entry premises
12	Presence of concerned data digitization operator(s) from the data digitization MSP at the biometric camp	100% presence for the entire duration of the camp	Rs. 2000/- per day of absence
13	Data Transfer to the DOEACC/ any agency nominated by DOEACC	100% safe and secure transfer of data	Rs. 1000 per day of delay in transferring the completed data back (post LRUR correction) to DOEACC/any agency nominated by DOEACC

6.2. Debarment

If at any point of time, it is found that the selected bidder(s) is not digitizing data as per specifications given by DOEACC, then the particular bidders(s) will be debarred from carrying out any further digitization work with immediate effect.

6.3. Work Re-Allocation

During the course of project execution, if a selected bidder consistently fails to meet the performance expectations of DOEACC, then the remaining work of such bidder will be re-allocated by DOEACC to another bidder. The newly selected bidder will have to complete the work at the cost quoted by the outgoing bidder.

7. PROPOSAL OPENING AND EVALUATION

7.1. Evaluation Committee(s)

The Evaluation Committee(s) constituted by DOEACC shall evaluate the financial Proposals. The Committee(s) may choose to conduct negotiation or discussion with bidders as per standard government procedures.

The Evaluation Committee (s) will have the authority to disqualify any bid that it finds to be inappropriate without giving any reason/justification to the bidder.

The decision of the Evaluation Committee on any of the above matters will be final & binding to all the bidders and no further discussion/interface will be held with the bidders whose bids are disqualified/rejected.

7.2. Proposal Opening and Evaluation

The financial evaluation will take into account the information supplied by the bidders in their financial proposal (as per format in **Annexure 2, Format of Financial Proposal**) as well as all other relevant documents submitted by the bidder.

The Evaluation Committee(s) shall evaluate all documents (Certificate of Incorporation from Registrar Of Companies, Letter of Association in case of Consortium, Auditor Certified financial statements, Proof for Organization PAN number, VAT/ Service Tax number etc.) submitted by the bidder and may disqualify any bidder whose documents are not found to be in order.

Post this evaluation, the bids of all 30 zones will be opened up simultaneously. Based on the price quoted by a bidder against each of the zones (that the bidder is eligible to bid for), the work will be allocated as per the work allocation mechanism defined under Section 4 of this RFQ.

7.3. Signing of Contract

The selected bidder(s) shall be required to enter into a contract with DOEACC, within fifteen (15) days of the award of the contract or within such extended period, as may be specified by the DOEACC.

This contract shall be on the basis of this document and such other terms and conditions as may be determined by DOEACC, to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof.

8. INSTRUCTION TO BIDDERS

8.1. Submission of Proposal

1. The Proposal Document consists of following documents:

1.	Letter of Intent (LoI) to submit proposal in response to RFQ Invitation	As per Annexure 1, Format of Letter of Intent to submit proposal in response to RFQ Invitation
2.	RFQ Document Fee Demand Draft	Section 1.1, point 10
3.	Earnest Money Deposit (EMD)	Section 1.1, point 11, Format as per Annexure 3, Format of Bank Guarantee (BG) for Earnest Money Deposit (EMD)
4.	Financial Proposal	As per Annexure 2, Format of Financial Proposal
5.	Power of Attorney for Authorized Signatory	Bidder/Lead Bidder of Consortium to provide as per Legal format for PoA
6.	This RFQ document	
7.	Annexures to this document	
8.	Any other corrigendum that DOEACC might release on a later date	

Each page of the Proposal document must be signed and stamped by the authorized signatory of the bidder, who has the Power of Attorney (PoA) to commit the responding firm to contractual obligations.

In case of a discrepancy between the items on the above checklist and the actual documents/material submitted, DOEACC reserves the right to declare the proposal invalid.

Also, in case the documents/material submitted are not as per the formats specified in this RFQ document, DOEACC reserves the right to declare the proposal invalid.

Proposal may be rejected at any stage of the evaluation if it is found that the bidder has provided misleading information or has been black listed by a

- central or state government or has indulged in any malpractice/ unethical practice and has not honored contractual obligation elsewhere.
2. The proposals submitted in response to this RFQ, and all associated correspondence shall be written in English. Any interlineations, erasures or over writings shall be valid only if they are initialled by the authorized person signing the proposal.
 3. The currency (ies) of the Proposal offer and the payments shall be in Indian Rupees (INR).
 4. Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals received prior to the closing time and date for receipt of proposals shall be taken as valid.
 5. **One hard copy of the financial proposal in a separate sealed envelope**, prepared in accordance with the procedures enumerated in the RFQ document. The envelope should be super scribed with – **“FINANCIAL PROPOSAL - RFQ FOR PROVIDING MANAGED DATA DIGITIZATION SERVICES FOR THE CREATION OF NATIONAL POPULATION REGISTER (NPR) FOR USUAL RESIDENTS OF URBAN AREAS IN INDIA”**.
 6. All other eligibility document mentioned at Section 1.4 along with other necessary and supportive document & EMD should be placed in a separate envelop super scribed with – **“Eligibility documents - RFQ FOR PROVIDING MANAGED DATA DIGITIZATION SERVICES FOR THE CREATION OF NATIONAL POPULATION REGISTER (NPR) FOR USUAL RESIDENTS OF URBAN AREAS IN INDIA”**.
 7. The sealed envelope containing the **FINANCIAL PROPOSAL & Eligibility documents** should be placed in a larger single envelope, properly sealed, and super scribed with **“RFQ FOR PROVIDING MANAGED DATA DIGITIZATION SERVICES FOR THE CREATION OF NATIONAL POPULATION REGISTER (NPR) FOR USUAL RESIDENTS OF URBAN AREAS IN INDIA - DO NOT OPEN BEFORE hh:mm P.M ON DD MONTH YYYY”**. All envelopes should be addressed to the Addressee specified at **S. No. 9 of Section 1.2** and bear the name and address of the Bidder/Lead Bidder of the consortium submitting the proposal. CD media must be duly signed using a “Permanent Pen/Marker” and should bear the name of the Bidder/Lead Bidder of the consortium, submitting the Proposal.
 8. The Proposals submitted should be concise and contain only relevant information as required under this RFQ document.
 9. The bidders submitting their proposals would be responsible for all of its expenses, costs and risks incurred towards preparation and submission of their proposals, attending any pre-proposal meetings, etc. DOEACC shall, in no

case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the process.

8.2. Validity of Proposal submitted

The proposals submitted by the firms/agencies shall remain valid for a period of 90 days after the closing date (deadline) for submission of proposals prescribed in this document. A proposal valid for shorter period may be rejected as non-responsive. DOEACC may solicit the respondents' consent to an extension of RFQ validity (but without the modification in their Proposal).

8.3. Clarifications on Proposal submitted

During evaluation, DOEACC may, at its discretion, ask the respondents for clarifications on their proposals. The Bidders are required to respond within the time frame prescribed by DOEACC.

8.4. Amendments of RFQ Document

At any time prior to the deadline for submission of Proposal, the DOEACC may for any reason, amend the RFQ document by issuing suitable Corrigendum. Any corrigendum issued in this regard will be communicated through email / written letter to the pre-qualified bidders and such amendments shall be binding on them.

8.5. Disqualification

DOEACC may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the firm:

- a. Submitted the proposal after the response deadline;
- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- c. 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;
- d. Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- e. Failed to provide clarifications related thereto, when sought;
- f. Submitted more than one proposal;
- g. Was declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices.

8.6. Performance Bank Guarantee

Within 7 days of the selected bidder(s) being intimated about their selection, they are to submit an unconditional, unequivocal and irrevocable Performance Bank Guarantee (PBG) of 10 % (Ten Percent) of the contract value, from any Scheduled Indian Bank and valid for 36 months from the date of selection and

any applicable extension periods as may be mutually accepted. The Bank Guarantee submitted as Earnest Money Deposit (EMD) will be considered towards this PBG from the selected bidder(s). The format for PBG is provided in **Annexure 4, Format of Performance Bank Guarantee (PBG)**.

8.7. Period of Contract

The contract would be for an initial period of six (6) months, which may be extended depending upon the nature of work.

8.8. Confidentiality

Information relating to the examination, clarification, comparison and evaluation of the proposals submitted shall not be disclosed to any of the responding firms or their representatives or to any other persons not officially concerned with such process until the selection process is over. The undue use by any responding firm of confidential information related to the process may result in rejection of its proposal.

8.9. Disclaimer

Proposals received late will not be considered and will be returned unopened to the respondents. DOEACC reserves the right to

- a) Reject any / all proposals without assigning any reasons thereof,
- b) Relax or waive any of the conditions stipulated in this RFQ document as deemed necessary in the best interest of the objective of the scheme without assigning any reasons thereof, and
- c) Include any other item in the Scope of work at any time after consultation in the pre-proposal meeting or otherwise.

8.10. Corrupt or Fraudulent Practices

In the event of the bidder engaging in any corrupt or fraudulent practices during the bidding process, by the judgment of the DOEACC, the bid will be rejected.

For the purpose of this clause:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official of DOEACC or DIT in the selection process. It also includes bringing undue influence through any quarter or interfering directly or indirectly in the selection process to affect its outcome.

“Fraudulent Practice” means a misrepresentation of facts in order to influence the evaluation and selection process to the detriment of the DOEACC.

8.11. Limits on Promotion

The vendor shall not perform any kind of promotion, publicity or advertising etc. at the DOEACC or DIT and their field offices through any kinds of hoardings, banners or the like without the express prior written consent of DOEACC.

ANNEXURE 1**Format of Letter of Intent to submit proposal in response to RFQ
Invitation**

(To be submitted on the Letterhead of the responding firm)

{Place}

{Date}

To

XXX,

Subject: Submission of proposal in response to the **RFQ for Providing Managed Data Digitization Services for the Creation of National Population Register (NPR) for Usual Residents of Urban Areas in India** RFQ No <xxx>.

Dear Sir,

1. Having examined the RFQ document, we, the undersigned, herewith submit our proposal in response to your RFQ Notification No <xxxx> dated <dd/mm/yyyy> **for Providing Managed data Digitization Services for the Creation of National Population Register (NPR) for Usual Residents of Urban Areas in India**, in full conformity with the said RFQ document.
2. We have read the provisions of the RFQ document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFQ and all attachments, and validity of the proposal shall be for a period of **90 days** from the closing date fixed for submission of proposals as stipulated in the RFQ document.
4. The Earnest Money Deposit (EMD) of **Rs 10 Lakh** submitted by us in the form of a Bank Guarantee (BG) may be encashed if we do not submit the requisite Performance Bank Guarantee (PBG) for **“Providing Managed data Digitization Services for the Creation of National Population Register (NPR) for Usual Residents of Urban Areas in India”**, on our firm being selected for Managed data Digitization Services.
5. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
7. We understand that you are not bound to shortlist / accept any proposal you receive.

Our correspondence details with regards to this proposal are:

S. No.	Information	Details
1.	Name of responding firm:	
2.	Address of responding firm:	
3.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFQ:	
4.	Telephone no. of contact person:	
5.	Mobile no. of contact person:	
6.	Fax no. of contact person:	
7.	E-mail address of contact person:	

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

Sincerely,

Date:

[FIRM'S NAME]

Place:

Signature

Name

Title

Seal of the Firm

ANNEXURE 2**Format of Financial Proposal***(To be submitted on the Letterhead of the responding firm)**[Location, Date]*

To

xxx

Ref: RFQ Notification No <xxxx> dated <dd/mm/yyyy>

Subject: Submission of proposal in response to the RFQ for “**Providing Managed Data Digitization Services for the Creation of National Population Register (NPR) for Usual Residents of Urban Areas in India**”. RFQ No <xxx>.

Dear Sirs,

We, the undersigned, offer to provide the Managed Data Digitization Services for creation of National Population Register (NPR) for Census 2011 in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal.

The cost per person for Demographic Data Digitization is as follows:

Zone Code (As per Annexure 7)	Cost per person (in Rs.)	Total Cost (in Rs.)
[Preferred Zone Code]	[Quote amount in words and figure]	[Quote total amount by multiplying the cost per person and the total urban population of the zone]
[Preferred Zone Code]	[Quote amount in words and figure]	[Quote total amount by multiplying the cost per person and the total urban population of the zone]
-----	-----	-----
[Preferred Zone Code]	[Quote amount in words and figure]	[Quote total amount by multiplying the cost per person and the total urban population of the zone]

The above mentioned cost(s) per person for Demographic Data Digitization is inclusive of all Government taxes.

We remain,

Yours sincerely,

Authorized Signature [In full and initials] : _____

Name and Title of Signatory : _____

Address of Firm : _____

Seal of the Firm

ANNEXURE 3**Format of Bank Guarantee (BG) for Earnest Money Deposit (EMD)**

Whereas ----- (hereinafter called 'the Respondent') has submitted its proposal dated ----- in response to the RFQ notice with RFQ No: _____, **for Providing Managed Data Digitization Services for the Creation of National Population Register (NPR) for Usual Residents of Urban Areas in India** (hereinafter called "the Proposal") to xxx, DOEACC, New Delhi – 110003.

KNOW ALL MEN by these presents that WE ----- of ----- having our registered office at ----- (hereinafter called "the Bank") are bound unto the _____, The Director, DOEACC SOCIETY, Chandigarh Centre, S.C.O. 114-116, Sector 17-B, Chandigarh (hereinafter called "the Purchaser") in the sum of ----- for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2010.

THE CONDITIONS of this obligation are:

1. If the Respondent withdraws its proposal during the period of validity of the proposal as specified by the respondent on the Letter of Intent to submit proposal in response to RFQ Invitation
- or
2. If the Respondent, having been notified of their selection fails or refuses to submit the required Performance Bank Guarantee.

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

This guarantee will remain in force up to and including 180 days after the period of proposal validity, and any demand in respect thereof should reach the Bank not later than the above date.

ANNEXURE 4**Format of Performance Bank Guarantee (PBG)**

BANK GUARANTEE NO.

DATE

PERIOD OF BANK GUARANTEE:- VALID UPTO (36 months from the date of
Selection)

AMOUNT OF GUARANTEE: Rs. -----

To

xxx,

XXXXXXX

XXXXXXXXXX

THIS DEED OF GUARANTEE EXECUTED ON THIS ___ Day of _____ 2010 by {Name of the Bank issuing guarantee} a scheduled bank / corporate body, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its Head office at (H.O. Address) and one of the Branch offices at (Branch address) hereinafter referred to as the 'Guarantor Bank' (which expression unless it be repugnant to the context or meaning thereof shall include its successors and assigns.) in favour of The Director, DOEACC SOCIETY, Chandigarh Centre, S.C.O. 114-116, Sector 17-B, Chandigarh (hereinafter referred to as "Beneficiary" which expression shall unless it be repugnant to the context or meaning thereof shall include its successors and assigns).

Whereas Selection Notification NO. ----- dated ----- (Hereinafter called the "Selection Notification") for selecting M/s. ----- for Providing Managed data digitization Services for the Creation of National Population Register (NPR) for Usual Residents of Urban Areas in India issued by the Beneficiary on M/s. - ----- (Hereinafter referred to as 'the Managed Service Provider ') stands accepted by the Managed Service Provider.

And whereas to ensure due performance of the obligations to the satisfaction of the beneficiary towards Providing Managed Data Digitization Services for the Creation of National Population Register (NPR) for Usual Residents of Urban Areas in India the said performance and in terms thereof by the Managed Service Provider as aforesaid, the Guarantor Bank at the request of the Managed Service Provider has agreed to give guarantee as hereinafter provided.

NOW THIS GUARANTEE WITNESSETH AS FOLLOWS:

In consideration of DOEACC, the beneficiary, having engaged the agency for a period of 6 months for Providing Managed data digitization Services for the Creation of National Population Register (NPR) for Usual Residents of Urban Areas in India Identified during Census 2011 (Name of the Guarantor Bank) do hereby undertake as under:

a) To indemnify and keep indemnified the beneficiary to the extent of the sum of Rs. ----- -- /- (Rs. ----- only) for the losses and damages that may be caused to or suffered by the beneficiary in the event of non-performance of whatever nature on the part of the Managed Service Provider in discharging their obligations under the said contract against the above selection notification order and further undertake to pay immediately on demand to the beneficiary the amount claimed under this guarantee not exceeding Rs. ----- /- (Rs. ----- only) without demur and without Beneficiary needing to prove or to assign reasons for the demand so made for the sum specified therein and mere written claim or demand of the Beneficiary shall be conclusive and binding on the guarantor Bank as to the amount specified under these presents.

b) The guarantee herein contained shall remain in full force and effect till discharged by the beneficiary or upto (mention date – i.e. 36 months from the date of order) which is earlier.

c) This guarantee shall not in any way be affected by the change in the constitution of the Managed Service Provider or of guarantor bank nor shall be affected by the change in the constitution, amalgamation, absorption or reconstruction of the beneficiary or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the beneficiary.

d) Notwithstanding anything contained above

The liability of the guarantor Bank under this deed of guarantee is restricted to Rs. -- ----- /- (Rs. ----- only). This guarantee shall remain in full force till (mention date) and the guarantor Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if the beneficiary serves upon the guarantor Bank a written claim or demand on or before (mention date) at (name of the guarantor Bank and branch).

IN WITNESS WHEREOF the authorized signatories of the said (Guarantor Bank) have signed this deed for and on behalf of the guarantor on the date first hereinabove mentioned.

Place

For

Date

Authorized Signatories
Seal

ANNEXURE 5

Conditions of Managed Data Digitization Services Contract

The operating clauses would emerge from the technical and financial processes finalized with the MANAGED SERVICE PROVIDER (MSP) selected for the project. In addition, the Managed Data Digitization Services contract will inter-alia includes the following terms:

1. Definitions

In the Contract, the following terms shall be interpreted as indicated:

“DIT” means the Department of Information Technology, Government of India, or any other authorized representative of the DIT.

“DOEACC” mean the DOEACC Society, Chandigarh Centre, An autonomous Scientific Society of Department of Information technology, Ministry of Communication & Information technology, Govt. of India.

The “Contract” means the Managed Data Digitization Services agreement entered into between the DOEACC and the bidder as recorded in the Contract Form signed by the DOEACC and the bidder, including all attachments and annexure thereto and all documents incorporated by reference therein.

2. Deliverables

The final list of Deliverables would be finalized during contract negotiation with the selected MANAGED SERVICE PROVIDER (MSP).

3. Time Schedule

The Contract shall be valid initially for a time period of Six (6) Months from the date of Notification of the selection and may be extended depending upon the nature of work.

4. Payment Terms and Schedule

The payment terms are explained in **Section 5 - Payment Terms**. A pre-receipted bill in triplicate (for the audit and independent monitoring) shall be submitted as per the schedule mentioned in the RFQ.

Note – All the payments will be made within 30 days of acceptance of deliverables for the corresponding period to the extent possible and subject to the verification done by DOEACC on the actual work completed during the invoice period.

5. Commercial Terms

DOEACC will release the payment within 30 days of submission of invoice subject to the condition that invoice and all supporting documents submitted by MSP are in order.

6. Disclaimer

Neither DOEACC nor the selected bidder is authorized to provide UID Number, Citizenship or any residency benefits to the enrollees. The selected bidder shall be only responsible for digitizing the demographic data and submitting it to DOEACC, DOEACC in turn will submit this data to ORG&CCI.

7. The bidder shall indemnify DOEACC against all third party claims arising out of a court order or arbitration award for infringement of patent, trademark/copy right arising from the use of the supplied services or any part thereof.

Either party will accept liability without limit (1) for death or personal injury caused to the other party by its negligence or the negligence of its employees acting in the course of their employment; (2) any other liability which by law either party cannot exclude. This does not in any way confer greater rights than what either party would otherwise have as per law.

a) The Work Order does not contemplate any consequential, indirect, loss profit, claim for tort or similar damages of any form to be paid by the bidder to DOEACC or any other organizations

b) Notwithstanding anything to the contrary contained in the Work Order, in no event will the bidder be liable to DOEACC, whether a claim be in tort, contract or otherwise; for any amount in excess of 100% of the total professional fees payable for the respective Project

c) No action regardless of form, arising out of this Contract, may be brought by either party; more than one year after the cause of action has accrued.

8. Progress of the Project

Progress of the project should be updated on a daily basis on the MIS system that will be made accessible to the DOEACC. Additionally, the progress of the project may be intimated in writing to DOEACC on a fortnightly basis.

9. Confidentiality

a) Neither party will disclose to any third party without the prior written consent of the other party any confidential information which is received from the other party for the purposes of providing or receiving Services which if disclosed in tangible form is market confidential or if disclosed otherwise is confirmed in writing as being confidential or if disclosed in tangible form or otherwise, is manifestly confidential. Each party will take measures to project the confidential information of the other party that, in

the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this Contract or any other contract between the parties.

These restrictions will not apply to any information which:

- I. becomes generally available to the public other than as a result of a breach of an obligation under this Clause; or
 - II. is acquired from a third party who owes no obligation of confidentiality in respect of the information ; or
 - III. is or has been independently developed by the recipient or was known to it prior to receipt
- b) Notwithstanding Clause (a) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third party to the extent that this is required by any or where there is a legal right. Duty or requirement to disclose, provided that in the case of sub- Clause(ii) (and without branching any legal or regulatory requirement) where reasonably practicable not less than 2 business days notice in writing is first given to the other party.
- c) Without prejudice to the foregoing provision of this Clause above, bidder may cite the performance of the services to clients and projective clients as an indication of its experience
- d) The bidder shall not, without prior written consent of DOEACC, disclose the commercial terms of this work order to any person other than a person employed by the bidder in the performance of the work order
- e) The clause on Confidentiality shall be valid for a further period of one year from the date of expiry or termination of the assignment, whichever is later.

10. Miscellaneous terms & Conditions

- a) The end product of the work assignment carried out by the bidder, in any form, will be the sole property of DOEACC.
- b) The bidder shall not outsource the work to any other associate / franchisee / third party under any circumstances without the prior approval of DOEACC.
- c) The bidder shall perform the services and carry out its obligations under the contract with due diligence and efficiency, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training / consulting standard recognized by national / international professional bodies and shall observe sound management practice. It shall employ appropriate advanced technology, and safe and effective methods. The bidder shall always act, in respect of any matter

relating to this Contract, as faithful advisors to DOEACC and shall at all times, support and safeguard legitimate interests of DOEACC.

- d) The bidder automatically agrees with DOEACC for honoring all aspects of fair trade practices in executing the work orders placed by DOEACC.
- e) In the event the bidder or the concerned Division of the company is taken over / bought over by another company, all the obligations under the agreement with DOEACC, should be passed on the compliance by the new company / new Division in the negotiation for their transfer .
- f) Statutory Employment Records, submitted by the bidder as an evidence of operators employment, may be subject to Third Party examination.

11. Force Majeure

- a) Force majeure clause shall mean and be limited to the following in the execution of the contract placed by DOEACC:
 - War / hostilities
 - Riot or Civil commotion
 - Earth quake, flood, tempest, lightening or other natural physical disaster
 - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the bidder, which prevent or delay the execution of the order by the bidder.
- b) The bidder shall advice DOEACC in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, DOEACC reserves the right to cancel the contract without any obligation to compensate the bidder in any manner for what so ever reason, subject to the provision of clause mentioned.

12. Arbitration

- a) In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with this contract or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996. The Authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution New Delhi, established by Ministry of Law and Justice, Govt. of India. The International Centre for Alternative Dispute Resolution will provide administrative services in accordance with the ICADR Arbitration Rules, 1996. The language of the arbitration proceedings shall be English. The place of arbitration proceedings shall be New Delhi.

- b) Any other terms and conditions, mutually agreed prior to finalization of the order / agreement shall be binding on the bidder.
- c) DOEACC and the bidder shall make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the purchase order. If any dispute shall arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute shall be referred to the International Centre for Alternative Dispute Resolution (ICADR) and the award of the arbitrator(s) appointed by the ICADR shall be final and binding on both the parties. The arbitrators with the consent of parties, may modify the timeframe for making and publishing the award. Such arbitration shall be governed in all respects by the provision of ICADR Arbitration Rules, 1996. or later and the rules thereunder and any statutory modification or reenactment, thereof. The arbitration proceedings shall be held in New Delhi, India.

13. Applicable Law

The contract shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

14. Refund of Earnest Money Deposit (EMD) and Submission of Performance Bank Guarantee (PBG)

- a) The EMD will be refunded as follows.
 - I. In the case of those bidders who are not selected, the EMD will be refunded without any interest accrued within 30 days of award of contract.
 - II. For the bidder selected, the EMD will be considered towards PBG.
- b) The bidders selected for providing Managed Data Digitization Services shall be required to submit a Performance Bank Guarantee of 10% (Ten percent) of the contract value.

15. Forfeiture of Earnest Money Deposit (EMD) / Bank Guarantee

The EMD/BG submitted for contract can be forfeited if a Bidder

- Withdraws its bid during the period of bid validity.
- Does not accept the correction of errors in the RFQ.
- In case of the successful Bidder, if the Bidder fails to sign the Contract within the time stipulated by DOEACC.
- The bidder refuses to take up the job in the assigned region.

ANNEXURE 6**Composition of Zones**

State	DOEACC Zone Code	District
Arunachal Pradesh	1-Itanagar	Anjaw
		Changlang
		East Kameng
		East Siang
		Kurung Kumey
		Lohit
		(Lower) Dibang Valley
		Lower Subansiri
		Papumpare Distric
		Tawang
		Tirap
		Upper Dibang Valley
		Upper Siang
		Upper Subansiri
		West Kameng
West Siang		
Assam	2-Guwahati	Nagaon
		Morigaon
		Kamrup (Metro + Rural)
		North Cachar
		Cachar
		Karimganj
		Hailakandi
		Karbi Anglong
		Tinsukia
		Dibrugarh
		Sivasagar
		Jorhat
		Golaghat
		Dhemaji
		(North) Lakhimpur
Kokrajhar		
Bongaigoan		
Baska		

		Dhuburi
		Goalpara
		Nalbari
		Barpeta
		Darrang
		Sontipur
		Chirang
		Udalguri
Bihar	3-Patna	Patna
		Nalanda
		Bhojpur
		Buxar
		Rohtas
		Kaimur (Bhabua)
		Gaya
		Jehanabad
		Nawada
		Aurangabad
		Arwal
		Bhagalpur
		Baka/Banka
		Munger
	Lakhisarai	
	Sheikhpura	
	Jamui	
	Khagaria	
	Begusarai	
	4-Darbhanga	Saran
		Chapra
		Siwan
		Gopalganj
		Muzaffarpur
		Vaishali
		Sitamarhi
Sheoahar		
West Champaran		
East Champaran		
Darbhanga		

		Samastipur
		Madhubani
		Saharsa
		Supaul
		Madepura
		Purnia
		Araria
		Kishanganj
		Kathihar
Chattisgarh	5-Raipur	Durg
		Kanker
		Kabirdham/ Kawarda
		Rajnandgaon
		Raipur
		Dantewada (South Bastar)
		Bastar
		Dhamtari
		Mahasamund
		Narayanpur
		Bijapur
		Raigarh
		Surguja
		Koriya
		Jashpur
Korba		
Bilaspur		
Janjgir-Champa		
Chandigarh		Chandigarh
Haryana	6-Chandigarh	Ambala
		Panchkula
		Yamuna Nagar
		Kurukshetra
		Kaithal
		Bhiwani
		Jind
		Hisar
		Fatehgarh/Fatehabad
		Sirsa

		Rohtak
		Karnal
		Panipat
		Sonipat
		Jhajjar
		Faridabad
		Gurgaon
		Mewat
		Rewari
		Mahendragarh
Himachal Pradesh	7-Shimla	Shimla
		Kinnaur
		Sirmaur
		Solan
		Kangra
		Chamba
		Una
		Mandi
		Bilaspur
		Hamirpur
		Kullu
		Lahul & Spiti
Jammu & Kashmir	8- Jammu	Anantnag
		Leh
		Doda
		Rajouri
		Udhampur
		Jammu
		Kathua
	9-Srinagar	Badgam
		Baramula
		Kargil
		Kupwara
		Pulwama
		Punch
		Srinagar
Jharkhand	10-Ranchi	Ranchi
		Khunti

		Gumla
		Lohardaga
		Simdega
		Dumka
		Deoghar
		Sahebganj
		Godda
		Pakur
		Jamtara
		Dhanbad
		Hazaribagh
		Bokaro
		Chatra
		Gola Giridih
		Koderma
		Daltanganj (Palamu)
		Hussainabad
		Garwah
		Latehar
		Saraikela-Kharsawa
		East Singhbhum
		Chaibasa(West Singhbhum)
Madhya Pradesh	11- Bhopal	Shehore/Sheopur
		Morena
		Bhind
		Gwalior
		Shivpuri
		Guna
		Ashok Nagar
		Datia
		Dewas
		Ratlam
		Shajapur
		Mandsaur
		Neemuch
		Ujjain
		Indore
Dhar		

		Jhabua
		Khandwa (East Nimar)
		Khargone(west Nimar)
		Badwani/Barwani
		Burhanpur
		Bhopal
		Shehore
		Raisen
		Rajgarh
		Vidisha
		Betul
		Harda
		Hoshangabad
	12-Jabalpur	Sagar
	12-Jabalpur	Damoh
	12-Jabalpur	Panna
	12-Jabalpur	Chhatarpur
	12-Jabalpur	Tikamgarh
	12-Jabalpur	Jabalpur
	12-Jabalpur	Katni
	12-Jabalpur	Narsinghpur
	12-Jabalpur	Chhindwara
	12-Jabalpur	Seoni
	12-Jabalpur	Mandla
	12-Jabalpur	Dindori
	12-Jabalpur	Balaghat
	12-Jabalpur	Rewa
	12-Jabalpur	Shahdol
	12-Jabalpur	Anuppur
	12-Jabalpur	Singrauli
	12-Jabalpur	Umaria
	12-Jabalpur	Sidhi
	12-Jabalpur	Satna
Manipur	13-Imphal	Bishnupur
	13-Imphal	Chandel
	13-Imphal	Churachandpur
	13-Imphal	Imphal - East
	13-Imphal	Imphal - West

		Senapati
		Tamenglong
		Thoubal
		Ukhrul
Meghalaya	14-Shilong	East Khasi Hills
		West Khasi Hills
		Ri-Bhoi
		West Garo Hills
		South Garo Hills
		East Garo Hills
		Jaintia Hills
Mizoram	15-Aizwal	Lunglei
		Saiha
		Aizawl
		Champhai
		Mamit
		Kolasib
		Serchhip
		Lawngtlai
Nagaland	16-Kohima	Wokha
		Phek
		Tuensang
		Mon
		Kohima
		Zunheboto
		Mokokchung
		Dimapur
Rajasthan	17-Ajmer	Barmer
		Jaisalmer
		Jalore
		Jodhpur
		Pali
		Sirohi
		Banswara
		Chittorgarh
		Dungarpur
		Rajsamand
		Udaipur

		Pratapgrah
		Ajmer
		Bhilwara
		Nagaur
		Tonk
	18-Jaipur	Alwar
		Dausa
		Jaipur
		Jhunjhunu
		Sikar
		Kota
		Bundi
		Baran
		Jhalawar
		Bikaner
		Churu
		Sri Ganganagar
		Hanumangarh
Bharatpur		
Dholpur		
Karauli		
Sawai Madhopur		
Sikkim	19-Gangtok	East District
		North District
		South District
		West District
Tripura	20-Agartala	Dhalai
		North Tripura
		South Tripura
		West Tripura
Uttar Pradesh	21-Lucknow	Lucknow
		Rai Bareli
		Hardoi
		Lakhimpur Kheri
		Sitapur
		Unnao
		Barabanki
Faizabad		

		Sultanpur
		Bahraich
		Balrampur
		Gonda
		Shravasti
	22-Gorakhpur	Basti
		Deoria
		Gorakhpur
		Sant Kabir Nagar
		Siddhartha Nagar
		Kushi Nagar
		Mahrajganj
		Azamgarh
		Balia
		Ambedkar Nagar
		Mau
	22 - Allahabad	Allahabad
		Fatehpur
		Chandoli
		Jaunpur
		Gazipur
		Kaushambi
		Mirzapur
		Pratapgarh
		Sant Ravidas Nagar
		Sonbhadra
		Varanasi
	23-Kanpur	Auriya
		Banda
		Chitrakoot
		Etawah
		Farukhabad
		Hamirpur
		Jallon
		Jhansi
		Kannauj
		Kanpur Dehat
		Kanpur Nagar

		Lalitpur
		Mahoba
	24- Moradabad	Badaun
		Bareilly
		Shahjahanpur
		Pilibhit
		Bijnaur
		Jyotiba Phule Nagar
		Moradabad
		Muzaffarnagar
		Rampur
		Saharanpur
		25-Meerut
	Aligarh	
	Baghpat	
	Bulandshahar	
	Etah	
	Firozaad	
	G.B. Nagar	
	Ghaziabad	
Hathras		
Mainpuri		
Mathura		
Meerut		
Uttarakhand	26-Dehradun	Dehradun
		Rudraprayag
		Tehri Garhwal
		Uttarakashi
		Haridwar
		Chamoli
		Pouri Garhwal
		Almora
		Bageshwar
	27-Nainital	Nainital
		Pitoragarh
		Udham Singh Nagar
		Champawat
Punjab	29-Jalandhar	Gurdaspur

		Amritsar
		Taran Taran
		Hoshiarpur
		Nawanshahar
		Jalandhar
		Kapurthala
		Ludhiana
		Fatehgarh Saheb
		Patiala
		Rupnagar
		Mohali
		Sangrur
		Barnala
		Mansa
		Bhatinda
		Moga
		Muktsar
		Faridkot
		Ferozepur
Dadra & Nagar Haveli	30-Dadra & NH	Dadra & Nagar Haveli
Totals	30	396

ANNEXURE 7**Estimated Urban Population of Zones**

State	DOEACC Zone Code	DOEACC Zone Population
Arunachal Pradesh	1-Itanagar	273457
Assam	2-Guwahati	4127088
Bihar	3-Patna	6400958
	4-Darbhanga	4017202
Chattisgarh	5-Raipur	5022896
Haryana & Chandigarh	6-Chandigarh	8308583
Himachal Pradesh	7-Shimla	714697
Jammu & Kashmir	8- Jammu	1409910
	9-Srinagar	1610056
Jharkhand	10-Ranchi	7192489
Madhya Pradesh	11- Bhopal	12704261
	12-Jabalpur	6456313
Manipur	13-Imphal	691162
Meghalaya	14-Shillong	544933
Mizoram	15-Aizwal	529207
Nagaland	16-Kohima	411344
Rajasthan	17-Ajmer	5960653
	18-Jaipur	9896597
Sikkim	19-Gangtok	71844
Tripura	20-Agartala	654900
Uttar Pradesh	21-Lucknow	6570683
	22-Gorakhpur	3183676
	23 - Allahabad	5247847
	24-Kanpur	6959225
	25-Moradabad	8392166
	26-Agra	11093902
Uttarakhand	27-Dehradun	1696079
	28-Nainital	918810
Punjab	29-Jalandhar	9915013
Dadra & Nagar Haveli	30-Dadra & NH	60556
Totals	30	131036507

Note: The urban population figures have been arrived at after multiplying the 2001 census population by 1.2.

ANNEXURE 8**Zone wise EMD Amount**

State	DOEACC Zone Code	DOEACC Zone-wise EMD (in Rupees)
Arunachal Pradesh	1-Itanagar	60000
Assam	2-Guwahati	895000
Bihar	3-Patna	1385000
	4-Darbhanga	870000
Chattisgarh	5-Raipur	1085000
Haryana & Chandigarh	6-Chandigarh	1795000
Himachal Pradesh	7-Shimla	155000
Jammu & Kashmir	8- Jammu	305000
	9-Srinagar	350000
Jharkhand	10-Ranchi	1555000
Madhya Pradesh	11- Bhopal	2745000
	12-Jabalpur	1395000
Manipur	13-Imphal	150000
Meghalaya	14-Shillong	120000
Mizoram	15-Aizwal	115000
Nagaland	16-Kohima	90000
Rajasthan	17-Ajmer	1290000
	18-Jaipur	2140000
Sikkim	19-Gangtok	20000
Tripura	20-Agartala	145000
Uttar Pradesh	21-Lucknow	1420000
	22-Gorakhpur	690000

	23 - Allahabad	1135000
	24-Kanpur	1505000
	25-Moradabad	1815000
	26-Agra	2400000
Uttarakhand	27-Dehradun	370000
	28-Nainital	200000
Punjab	29-Jalandhar	2145000
Dadra & Nagar Haveli	30-Dadra & NH	15000