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**NATIONAL INSTITUTE OF ELECTRONICS AND
INFORMATION TECHNOLOGY(NIELIT)**

(FORMERLY DOEACC SOCIETY)

AN AUTONOMOUS SCIENTIFIC SOCIETY

OF

DEPARTMENT OF INFORMATION TECHNOLOGY,
MINISTRY OF COMMUNICATIONS & INFORMATION TECHNOLOGY,
GOVERNMENT OF INDIA

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**REQUEST FOR QUOTATION (RFQ)
FOR
ENGAGING MANAGED DATA DIGITIZATION SERVICES
FOR
THE CREATION OF NATIONAL POPULATION REGISTER
(NPR) FOR USUAL RESIDENTS IN URBAN AREAS OF
ARUNACHAL PRADESH, SIKKIM AND DADRA & NAGAR
HAVELI IN 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

This “Invitation to bid” is for providing managed demographic data digitization services for the creation of national population register for usual residents of urban areas of Arunachal Pradesh, Sikkim and Dadra & Nagar Haveli in India.

The organizations (single agencies/consortiums) which 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 are eligible to bid. The list of such agencies is available at <http://uidai.gov.in>.

1.1. RFQ to Pre-Qualified Bidders

Date: DD-MM-YYYY

To,

1. National Institute of Electronics and Information Technology (NIELIT) (formerly DOEACC Society) (hereinafter called “the Purchaser”) invites Financial Bids from pre-qualified bidders for **“Providing Managed Data Digitization Services for the Creation of National Population Register (NPR) for Usual Residents of Arunachal Pradesh, Sikkim and Dadra & Nagar Haveli in India”**. 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 or till selected bidder is fully discharged from his obligations under this project, by purchaser, whichever is later.
3. All pre-qualified bidders have to submit only the “Financial Bid(s)” corresponding to the 3 zones as mentioned in this RFQ. Each Bidder must submit a single bid and provide quotes for individual Zones they are bidding for, in separate sealed envelopes, as per annexure-2, based on the eligibility criteria prescribed in this RFQ.
4. This “Invitation to Bid” is only for the organizations (single agencies/consortiums) which 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. The list of such agencies is available at <http://uidai.gov.in>.
5. In addition to the terms and conditions herein all the provisions listed out in the “Request for Empanelment (RFE)” issued by the UIDAI and the Terms & Conditions of Empanelment shall be binding upon the UIDAI empanelled “Enrolling Agencies” participating as bidders for this RFQ.

6. This RFQ document shall be issued only to the above-mentioned pre-qualified bidders and is non-transferable/assignable. The notice regarding issue of this RFQ will be sent by email to the authorized contact person of the pre-qualified bidders and will also be published on the website of the Purchaser (mit.gov.in, doeaccchd.edu.in, doeacc.edu.in). Notice regarding issue of this RFQ will also be published in two national news papers and the Indian Trade Journal, Kolkata.
7. **"If during the bid submission period, decision is taken to use the e-procurement solution, the same shall be informed/intimated through corrigendum and the bidders shall have to comply with the same".**
8. Any subsequent corrigenda/clarifications related to this RFQ will be published on the website of the Purchaser at mit.gov.in, doeaccchd.edu.in and doeacc.edu.in. All such subsequent corrigenda/clarifications shall be binding on the bidders.
9. 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.
10. Pre-qualified bidders will need to submit their Financial Bid(s) – in a bigger sealed envelope containing separate sealed envelopes of financial quotes of each individual zone, at the address mentioned under **Section 1.2. "Important Information"**. The formats for Submission of Bids have been given in the relevant sections in this document and shall be followed by the pre-qualified bidder.
11. The Purchaser is not bound to accept any bids, and at its sole discretion reserves the right to annul the selection process at any time prior to the award of contract without assigning any reasons to the bidders whatsoever and without thereby incurring any liability to the bidders.
12. RFQ Document Fees:
The pre-qualified bidders shall pay Rs 25,000/- (Rupees Twenty Five Thousands only) in the form of a Demand Draft issued by a nationalized/scheduled commercial bank, drawn in favour of **"The Director, National Institute of Electronics and Information Technology, Chandigarh Centre"** payable at Chandigarh. This fee is non-refundable and shall be submitted along with the response to this RFQ to the Purchaser. The payment of Rs 25,000/- shall be the condition precedent for submitting the bids.
12. Earnest Money Deposit (EMD)
(i) All bids submitted in response to this RFQ document shall be accompanied by Earnest Money Deposit (EMD). Please refer **Annexure 7** for zone wise **EMD amounts in the form of Demand Draft** issued by a nationalized/scheduled commercial bank, drawn in favour of **"The Director, National Institute of Electronics and Information Technology, Chandigarh Centre"** payable at Chandigarh. Bidders

bidding for multiple zones need to submit a single EMD for the total cumulative amount.

(ii) **Forfeiture of Earnest Money Deposit (EMD)**

The EMD submitted along with the bid shall be forfeited under the following conditions:

- a. If the bid is withdrawn during the validity period or any extension agreed to by the Bidder thereof.
- b. If the bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extended period.
- c. If the Bidder tries to influence the evaluation process.
- d. If the Bidder does not accept the correction of errors in his bid.
- e. If the Bidder is successful and fails to sign the Contract within the time stipulated by the Purchaser.
- f. If the Bidder refuses to take up the job in the assigned zone within the time stipulated by the purchaser.
- g. If the Bidder, having been notified of his selection, fails or refuses to submit the required Performance Bank Guarantee within the time stipulated by the Purchaser.

(iii) **Refund of EMD**

The EMD will be refunded as follows:

- a. In the case of unsuccessful bidders, the EMD will be returned to them without any interest accrued thereon at the earliest after the award of the contract to the successful bidder.
- b. In the case of selected bidder(s), the EMD shall be refunded on receipt of the Performance Bank Guarantee.

1.2. Important Information

S. NO.	Information	Details
1.	Name of the purchaser	National Institute of Electronics and Information Technology, Chandigarh Centre
2.	Date of Issue of RFQ Document	03.01.2012
3.	Last date for Submission of Queries	09.01.2012
4.	Response to Queries and Pre Bid Conference	3.00 PM on 11.01.2012 at Scope Complex, 7 Lodhi Road, New Delhi
5.	Last date and time for Bid submission	25.01.2012 By 5.00 PM
6.	Date and Time for opening of Bids	10:30 AM on 27.01.2012
7.	Contact Person for queries	The Project Co-ordinator, National Institute of Electronics and Information Technology(NIELIT), Chandigarh Centre SCO 114-116, Sector 17B, Chandigarh – 160017 Tel: 0172-2702262/2702265/2703285 Email: dir_chd@doeacc.edu.in
8.	Addressee and Address at which bids in response to RFQ Invitation are to be submitted	The Director, National Institute of Electronics and Information Technology(NIELIT), Chandigarh Centre, Branch Office New Delhi, 2 nd Floor, Parsavnath Metro Mall, Inderlok Metro Station, Delhi - 110052

1.3. General Eligibility Criteria

- 1.3.1. Only those organizations/consortia 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 usual residents of India. The list of such agencies is available at <http://uidai.gov.in>
- 1.3.2. The pre-qualified agencies which are empanelled with UIDAI [as mentioned under Para 1.3.1] will be eligible to bid only for those zones in this RFQ which are in the States/UT in respect of which they have been empanelled by UIDAI for undertaking demographic and biometric data collection for enrolment of residents.
- 1.3.3. Consortium: Those Consortia which are empanelled by UIDAI.
- 1.3.4. In case of a Consortium (as mentioned under Para 1.3.3), only a pre-qualified single agency (as mentioned under Para 1.3.1) must act as the Lead Bidder and shall be solely responsible to the Purchaser for executing the activities enlisted in this RFQ and the contractual obligations, if selected for carrying out these activities. The Lead Bidder shall submit the Financial Bid on behalf of the Consortium.
- 1.3.5. Agencies bidding as part of a consortium (as mentioned under Para 1.3.1 and Para 1.3.3) cannot bid in individual capacity.
- 1.3.6. The Bidder (single agency/all consortium members) should have been in existence i.e. legally registered /established and operative for a period of at least 3 years as of 31-March-2011.
- 1.3.7. 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) OR the Partnership Act, 1932 OR Societies Registration Act 1860 OR the Indian Trusts Act 1882/its equivalent in the respective states OR Proprietorship entities having a PAN of the Income-tax department, Govt of India.
- 1.3.8. The Bidder in case of Private/PSU/Govt. Company/Commercial Organization/Autonomous Body (single agency/Lead Bidder in case of a consortium) should have a Net Worth of at least Rs 50 lakhs as of 31-March-2011 as evidenced by the audited accounts of the organization.
- 1.3.9. 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 Rs 50 lakhs in each of the last three financial years as evidenced by the audited accounts. In addition, those NGOs/Not-for-Profit organizations that are receiving grants/aid from foreign sources must hold a valid registration with the Ministry of Home Affairs, Government of India. The NGO/ Not-for-Profit organization

must be a non-political and nondenominational organization with no affiliation to any political party or religion.

- 1.3.10. In case of a Consortium, the Net Worth (in case of Private/PSU/Govt. Company/Commercial Organization/Autonomous Body) of 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.
- 1.3.11. The Bidder (single agency/all consortium members) should not have been blacklisted by the Central, any State/UT Government, or any central or state Government agency as on the date of issue of this RFQ or during the subsequent bid processing and evaluation.
- 1.3.12. Only those Bidders who meet the eligibility criteria specified above will be eligible to respond to this RFQ. The Bidder's bid shall contain the relevant information and 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.
- 1.3.13. All Consortium members including Lead bidder shall be jointly and individually responsible and liable to the purchaser who shall have exclusive right to demand performance/payments/compensation in full or in part from any one or more or all the members of consortium.

1.4. Mandatory List of Documents to be Submitted

- 1.4.1. Certified true copies of Certificate of Incorporation from the Registrar of Companies (RoC) or certified copy of Certificate of Registration/Evidence of legal status of Bidder (Single Agency/all Consortium members).
- 1.4.2. True copy of 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 this RFQ/project.
- 1.4.3. Audited and Certified financial statements for the financial years 2008-09, 2009-10 and 2010-2011 (please include the sections on Profit & Loss (P&L)/Income and Expenditure, Turnover, and Assets and Liabilities) should be provided by all types of Bidders. In addition, an Auditor's certificate specifying the Net Worth and Turnover/Grants-in-aid of the Organization as of 31-March-2011 should be provided by all types of Bidders.
- 1.4.4. True copy of Valid registration certificate from the Ministry of Home Affairs, Government of India for those NGOs/Not-for-Profit organizations that are receiving grants/aid from foreign sources.
- 1.4.5. Declaration in the form of affidavit by the President/CEO/CMD of the organization clearly stating that the organization has not been blacklisted by Central/State/UT Government or any other Government agency and has not been charged/prosecuted by court of law for any fraudulent activity.
- 1.4.6. Proof for Organization's Income Tax PAN and VAT/Service Tax number.
- 1.4.7. Profile of the Organization giving relevant details of nature of work, experience, infrastructure, resources e turnover, profit and loss etc .
- 1.4.8. Letter of Empanelment issued by UIDAI clearly stating that the organization (single agency/consortium as mentioned under Para 1.3.1 or the Lead Bidder in case of Consortium as mentioned under Para 1.3.3) is empanelled with UIDAI as an "Enrolling Agency" and indicating the technical and financial tier of the organization as assessed by UIDAI; also indicating the States and UT for which the organization has been empanelled by UIDAI.
- 1.4.9. A Project Implementation Plan as per the format provided at Annexure 9 detailing how the bidder plans to implement the project in the zones that it is bidding for.

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 January and 31st December respectively of the calendar year.
2. **BG** – Bank Guarantee.
3. **Bid** – Bid means the entire set of documents including the financial bid or proposal that have been submitted by the bidders in response to this RFQ. A “Proposal” is referred to as “Bid” in this RFQ and shall have the same meaning for the purposes of this RFQ unless otherwise specified.
4. **Bidder** – Shall mean either a single company or a consortium of not more than three (3) companies participating in this bidding process. The bidder should **mandatorily** have relevant and demonstrable experience in data digitization projects. Bidder shall be the pre qualified bidder means enrolled as an enrolling agency with UIDAI as mentioned in 1.3 above.
5. **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.
6. **Consortium** – The consortium empanelled with UIDAI as an Enrolling Agency.
7. **CPSU** – Consortium of 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 in Census 2011 by the Census Enumerators based on the data fields prescribed by the Registrar General of India (RGI) for the NPR Schedules and by following the process laid down for the purpose.
10. **DIT** – Department of Information Technology, Ministry of Communications & Information Technology, Government of India.
11. **EMD** – Earnest Money Deposit.
12. **Enrolling Agency/ Enrolling Agencies** – The Agency/Agencies empanelled by UIDAI capable for undertaking demographic and biometric data collection and recording in prescribed manner thereof for enrolment of residents.
13. **Enrolment** – refers to the exercise of collection and recording in prescribed manner thereof of demographic as well as biometric data of the usual residents of India.
14. **GOI** – Government of India.
15. **ICR** – Intelligent Character Recognition Software and ICR Software shall mean Intelligent Character Recognition Software.
16. **Lead Bidder** – shall mean the member of consortium which shall act as the sole interface with the Purchaser on behalf of the consortium, contractually

and for other interactions, and who shall be responsible and liable for successful execution of the project including support and maintenance activities if any for/after the entire agreement period and in accordance with any surviving provisions thereof. The lead bidder should have relevant and demonstrable experience in data digitization projects.

17. **LoI** – Letter of Intent.
18. **LRUR** – Local Register of Usual Residents.
19. **MIS** – Management Information System. An online MIS tool shall be developed and provided by The Purchaser or any other agency on its behalf for supervision and monitoring of the entire process of demographic data digitization by the MSPs.
20. **MSP** – Managed Service Provider. This will be the selected bidder which will provide Manual Data Entry Services for digitalization of Demographic data of usual residents.
21. **Net Worth** – Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + accrued liabilities).
22. **NeGP** – National e-Governance Plan
23. **NGO** – Non Government Organization registered with Ministry of Home Affairs, Government of India.
24. **NIELIT** – National Institute of Electronics and Information Technology (formerly DOEACC Society), is an Autonomous Scientific Society under DIT, 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.
25. **NPR** – National Population Register as notified by RGI/ORG&CCI .
26. **Operator** – Certified and trained person employed by the MSP and engaged in the digitization of demographic data
27. **Operational Partner** – Member of Consortium having proven experience in Project Operations / Training / Logistics / supply chain management.
28. **ORG&CCI** – Office of the Registrar General and Census Commissioner, India.
29. **PBG** – Performance Bank Guarantee.
30. **Period of Contract** – 2 years from the date of signing of contract with the selected bidder(s), which may be extended by the Purchaser depending upon the nature of work.
31. **PoA** – Power of Attorney.
32. **Pre-qualified Bidders** – All Bidders which have been selected by UIDAI as “Enrolling Agencies” for undertaking demographic and biometric data collection for enrolment of residents.

33. **Proposal:** Proposal means the entire set of documents including the financial proposal that have been submitted by the bidders in response to this RFQ. A “Proposal” is referred to “Bid” in this RFQ and shall have the same meaning for the purposes of this RFQ unless otherwise specified.
34. **Purchaser** - “Purchaser” means the entity with which the selected Bidder signs the Contract for the Services. In this RFQ and for the purposes of this project, the ‘Purchaser’ means the ‘NIELIT’ (formerly DOEACC Society)..
35. **Record** - refers to the personal information collected or verified for each person by the Census Enumerators based on the data fields prescribed by the Registrar General of India (RGI) for the NPR Schedules and by following the process laid down for the purpose.
36. **Resident** – Usual resident of India.
37. **RFQ** – Request for Quotation.
38. **RGI** – Registrar General of India
39. **SLA** – Service Level Agreement.
40. **UID** – Unique Identification.
41. **UIDAI** – Unique Identification Authority of India.
42. **UT** – Union Territory.

2. INTRODUCTION

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

The Government of India has initiated the creation of Digitized National Population Register (NPR) by collecting specific information of all usual residents in the country during the Houselisting and Housing Census phase of Census 2011 during April 2010 to September 2010. The NPR is a comprehensive identity database to be maintained by the Registrar General and Census Commissioner of India, Ministry of Home Affairs, Government of India (RGI). The objective of creation of the NPR is to help in better utilization and implementation of the benefits and services under the government schemes, improve planning, improve security and prevent identity fraud.

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

A specimen scanned copy of the NPR schedule is available for download from Census of India website at:

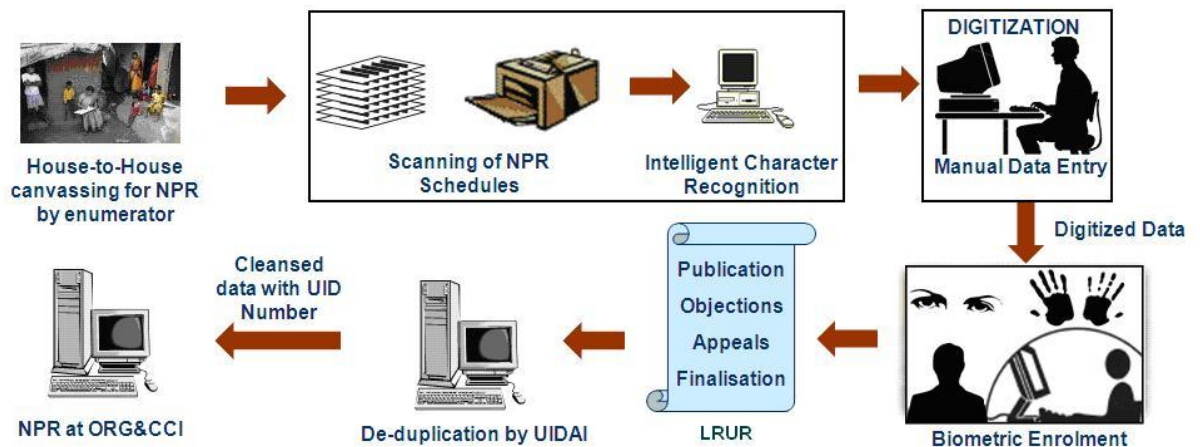
<http://www.censusindia.gov.in/2011-Schedule/Index.html>

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 and raise objections and complaints. 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. 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. 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. The diagram below shows the entire process of NPR in a nutshell.



METHODOLOGY FOR NPR CREATION

The RGI, MHA has entrusted the work of demographic data digitization and bio-metric collection in respect of 17 states and 2 UTs to the Department of Information Technology. The Department of IT is spearheading the digitization process and envisages the participation of its societies –NIELIT (Formerly DOEACC Society), STPI and C-DAC in this project. NIELIT (Formerly DOEACC Society) has been made Nodal Agency by DIT for implementation of the project. It is estimated that the project will digitize the data of about 62.5 crore population of India and biometric capture of about 56.2 crore people. Biometric includes photograph, all ten finger prints and Iris capture for the population above 5 years age. The digitization of NPR will be done in 6 months. The Biometric capture will be done in 1 year.

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 17 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 Enrolment:** 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 have demonstrable experience in demographic data digitization and enrolment and also requires significant financial commitments from them in order to successfully execute it within the stipulated time schedule.

2.3. Role of National Institute of Electronics and Information Technology(NIELIT)

NIELIT (formerly DOEACC Society), an autonomous Scientific Society of the Department of Information Technology, Ministry of Communications and Information Technology, Government of India has presence at 23 locations throughout the country having its Headquarter at New Delhi. The Society has immense capabilities for execution of e-Governance Projects.

For the purpose of ensuring complete coverage of the 17 States and 2 UTs, DIT plans to divide the work of demographic data digitization and biometric data collection into urban and rural areas. DIT intends to leverage the network of NIELIT (formerly DOEACC Society) which has been designated as nodal agency for implementation of NPR Project. The overall responsibility for completing the work of Demographic Data Digitization & Biometric Enrolment of the assigned States/UT in the urban and rural areas has been delegated to NIELIT (formerly DOEACC Society) by DIT.

3. SCOPE OF SERVICES

The MSP(s) shall provide end-to-end managed data digitization services to the Purchaser for the purpose of only demographic data digitization for the usual Residents of the urban population of Arunachal Pradesh, Sikkim and Dadra & Nagar Haveli India. There are 3 urban zones of Arunachal Pradesh, Sikkim and Dadra & Nagar Haveli in India where NPR activities have to be carried out.

- The population coverage for this work is approximately 4.06 lacs (estimation based on 2001 census data Annexure-6) usual residents of the urban population in the following 2 states and 1 Union Territory of India.

List of States:

1. Arunachal Pradesh

2. Sikkim

List of Union Territories:

1. Dadra & Nagar Haveli

- The Demographic Data Digitization needs to be performed for 100% urban resident population of these 2 states and 1 UT.
- In order to achieve the above mentioned objectives, the 2 States and 1 UT have been classified into 3 zones. The composition of the 3 zones is provided at **Annexure 5** and their estimated population is provided at **Annexure 6**.
- The Purchaser 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 – Bid Opening and Evaluation**.
- The selected MSP(s) shall commence work within 30 days of award of contract. The work of data entry should be completed within **six months** starting from the 31st day after the award of contract. The overall duration of project will be of 2 years.
- The responsibilities of the selected bidder(s) shall include the following:
 - i. Identify and set up all necessary required infrastructure (including but not limited to furniture, fixtures, workspaces, computing, communication, peripherals, UPS etc.) at Zonal HQ (as per annexure-6) for performing the demographic data digitization exercise, based on the volume of work allocated as per the bidding process.
 - ii. The data quality checking is the prime responsibility of the Bidder. One Supervisor should be appointed by the Bidder for every 10 Data Entry Operators to carry out quality check of digitized records and accuracy of the data entered as per the data provided by the Purchaser.
 - iii. The bidder will provide additional 10% (minimum) of the seats of Data Entry and space and reserve/make available all infrastructural facilities for the Purchaser Officials/Representatives with required infrastructure for quality check.
 - iv. Obtain the scanned images of NPR schedules from the Purchaser or their representative and carry out the task of Manual data entry accurately.

- v. Obtain the data digitization software from the Purchaser and ensure installation of the software at all data digitization units.
 - The data digitization software provided will be platform independent.
 - The data digitization software will be provided free of cost to the MSP
 - The data digitization software will provide language support for data digitization in the local language of the state.
 - Ownership of the data digitization software shall vest exclusively with the RGI. MSP shall use such data digitization software only for the purpose of data entry work which is assigned by the Purchaser. MSP shall be responsible and liable for legal actions and damages if it does any act (e.g copying, duplicating software etc.) or omission other than data entry assignment.
- vi. Ensure data entry using the software received from the Purchaser.
- vii. Training of own personnel on the data digitization software as well as on the overall process and procedures with the help of training material provided by the Purchaser.
 - The Purchaser will provide the required training at locations to be specified by them free of charge to five (5) Master Trainers from each MSP selected after the bidding process. However, a fixed charge of Rs. 500 per person shall be recovered by NIELIT (Formerly DOEACC Society) from the selected agencies for providing training material, etc.
 - The Master Trainers should be selected by the MSP as per criteria to be provided by Purchaser. On satisfactory conclusion of training, a certificate shall be provided by NIELIT (Formerly DOEACC Society) to each successful participant.
 - These Master Trainers of MSP are expected to, in turn, train their operators supervisors, assistants etc involved in the process of digitization.
 - 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 the Purchaser after conducting a test. The test will be conducted by NIELIT (Formerly DOEACC Society) and test fee will be Rs. 500/-.
- viii. Ensure data entry only through persons trained and certified for data entry as provided above
- ix. Ensure data entry in two languages. i.e., in the local language of the State as well as in English

- x. Ensure the data digitization as per guidelines provided by RGI/DIT/the Purchaser.
- xi. Proper checking and verification of digitized data.
- xii. Ensure regular backup of digitized data over an external media as prescribed in the project implementation plan.
- xiii. Ensure secure interim storage management of digitized data.
- xiv. Take data into an external media in the form prescribed by the purchaser for the purpose of biometric capturing.
- xv. Periodically, handover copy of digitized data to the Purchaser or its representative. However, MSPs shall ensure the security and safe custody of data as per the terms and conditions of the contract at annexure 4.
- xvi. Assist the biometric enrolling agencies in porting of digitized data onto the device(s)
- xvii. Perform the LRUR correction in the demographic data as per the directions given by the Purchaser.
- xviii. Submit the complete and corrected data after LRUR corrections to the Purchaser as per the timelines prescribed by the Purchaser.
- xix. Ensure Interim storage management and complete security of field data and ensure secure transfers of data from the data entry location to the Purchaser's designated locations of data collection
- xx. Ensure MIS reporting of the complete work on a daily basis through the methodology provided by the Purchaser.
- xxi. Report, in the prescribed formats, the progress of the data digitization work and other activities related to the project in writing to the Purchaser on a weekly basis.
- xxii. Ensure complete security of the scanned images provided and the data entered and digitized at all stages and at all times before, during, and after the entire operation.
- xxiii. Prevent any unauthorized access to the scanned images and the digitized data at all stages and at all times before, during, and after the entire operation.
- xxiv. Ensure that software and data contained/entered is at all times kept secured and free from viruses/unauthorized access/copying/editing/deleting/transmitting/ storing/ carrying etc..
- xxv. Bidders acknowledge and accept that they shall not be entitled to any extra compensation/remuneration/reimbursements/fees/payments other than quoted rate, on account of (or for overcoming) difficulties/problems. It shall be the sole responsibility of bidder to complete the entire entrusted work with quality and in time.

4. SCHEME FOR WORK ALLOCATION

The Purchaser 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 separately they are bidding for and provide individual financial bid in separate sealed envelopes. All pre-qualified bidders will be classified into four tiers of financial capability as follows:

Commercial Organizations (Single Bidder/Lead Bidder in case of a Consortium)		NGOs/Not-for-profit Organizations (Single Bidder/Lead Bidder in case of a Consortium)	
Net Worth (as on 31st March 2011)	Tier	Annual Turnover/Grants-in-aid (as on 31st March 2011)	Tier
Rs 50 Lakhs to Rs 2 Crores	NW1	Rs 50 Lakhs to Rs 2 Crores	NW1
Rs 2 Crores to Rs 5 Crores	NW2	Rs 2 Crores to Rs 5 Crores	NW2
Rs 5 Crores to Rs 20 Crores	NW3	Rs 5 Crores to Rs 20 Crores	NW3
More than Rs 20 Crores	NW4	More than Rs 20 Crores	NW4

In case of those bidders which are empanelled with UIDAI as Enrolling Agencies, the financial capability assessed by UIDAI (F1, F2, F3 and F4) will be used such that F1 will be considered equivalent to NW1, F2 will be considered equivalent to NW2, F3 will be considered equivalent to NW3 and F4 will be considered equivalent to NW4.

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 including the number of demographic records allocated against RFQ no. 0003/2011 dated 25-08-2011. 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 they bid for only those zones where total urban population is less than their maximum work capacity and the

cumulative urban 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, only those bids that fulfill all the terms and conditions as mentioned in this RFQ will be taken up for further consideration. For each zone, the lowest price quoted (the price per person for demographic data digitization) shall be termed as L1 and the rest of the quotes shall be ranked, in ascending order of prices quoted, 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 has bid for. For example, if there are three bidders for a zone and each bidder has bid for 3, 2 and 1 zones respectively then the frequency score for that zone will be $3+2+1 = 6$.
- ii) All zones will then be ranked from the lowest frequency score to the highest and the allocation of zones 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 the 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 next higher bid) will be invited 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 invited 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.

In all the above cases, the decision of the Purchaser regarding allocation of work for digitization in a zone to the successful bidder(s) will be final & binding on all the bidders and no further discussion will be held with the bidders on this matter under any circumstances.

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 and acceptance of data digitization work, as reported and as verified by the Purchaser or any agency nominated by the Purchaser on its behalf.
- The schedule for the initial 70% payments due to the MSP per zone is given as under:

S. No.	Data Digitized per zone (% age of the total volume of data as per SLA [6.1])	Number of Days	Payment (%age of total payments to be made)
1.	25%	1 to 45	20%
2.	25% (cumulative 50%)	46 to 90	20% (cumulative 40%)
3.	25% (cumulative 75%)	91 to 135	15% (cumulative 55%)
4.	25% (cumulative 100%)	136 to 180	15% (cumulative 70%)
Total	100%	180	70%

- 15% of the total payment due to the MSP shall be made upon completion of LRUR corrections in the digitized data, as reported and after necessary certifications as provided in the RFQ. This may be released after verification by the Purchaser or any agency nominated by the Purchaser on its behalf.
- The balance 15% of final payments due to the MSP per zone will be made only upon submission of completed data by the Purchaser to RGI and receiving an acceptance on completeness and the quality of data from RGI.
- The selected bidder(s) will raise invoice for records digitized within the defined time period and submit such invoices to the Purchaser to the attention of the following person:

Attention:

The Director,
National Institute of Electronics and Information Technology(NIELIT),
<Respective Centre>
(formerly DOEACC Society),
<Address of Respective NIELIT Centre>.

- The Purchaser 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).
- If the actual quantum of work turns out to be lesser than estimated one, the rates quoted shall remain unchanged.

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 ordered per data digitization record multiplied by the number of incomplete records PLUS 5% of the cost ordered per data digitization record each day from the day of completeness check till all the incomplete records are completed correctly and accurately.
2	Digitization target for the first day till 45th day	25% of the total volume of data digitization records in a zone	Penalty= $5\% \times C \times D1$ Where, C is the cost ordered per data digitization record and D1 is the number of records not digitized at the end of the target period (45 days).
3	Digitization target for the 46th day till 90th day	50% of the total volume of data digitization records in a zone	Penalty= $10\% \times C \times D2$ Where, C is the cost ordered per data digitization record and D2 is the cumulative total number of records not digitized as per the cumulative target at the end of 90 days
4	Digitization target for the 91 st day till 135 th day	75% of the total volume of data digitization records in a zone	Penalty= $15\% \times C \times D3$ Where, C is the cost ordered per data digitization record and D3 is the cumulative total number of records not digitized as per the cumulative target at the end of 135 days
5	Digitization target for the 135 th day till 180 th day	100% of the total volume of data digitization records in a zone	Penalty= $20\% \times C \times D4$ Where, C is the cost ordered per data digitization record and D4 is the cumulative total number of records not digitized as per the cumulative target at

			<p>the end of 180 days.</p> <p>An additional penalty shall be levied for delay in completing 100% of the data digitization target beyond the overall cumulative target period of 180 days as follows:</p> <p>Additional Penalty= $X\% \times C \times D4 \times \text{DAYS}$</p> <p>Where, C is the cost ordered per data digitization record and D4 is the cumulative total number of records not digitized as per the cumulative target at the end of 180 days and DAYS is the number of calendar days taken to complete 100% of the data digitization target beyond 180 days. X is defined as follows:</p> <ul style="list-style-type: none"> • Nil for 1-14 days • 2% for 15 to 22 days • 4% for 23 to 30 days • 10% for 31 days or above
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	<p>25% of the cost ordered per data digitization record multiplied by the number of incomplete records</p> <p>PLUS</p> <p>5% of the cost ordered per data digitization record each day from the day of completeness check till work is complete.</p> <p>While performing sample quality check, if errors are found more than 3% of the digitized data, the complete data need to be rechecked and corrected.</p>
7	Trained and Certified Staff	100% trained and certified data entry staff as per the specifications of RGI and any additional instructions of the Purchaser.	100% of the cost ordered 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	25% of the cost ordered per data digitization record multiplied by the number of

		data provided to the MSP	incomplete records PLUS 5% of the cost ordered 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 ordered per data digitization record multiplied by the total number of records found in unencrypted manner or without physical security. In addition, further action may be taken by the Purchaser against the MSP in accordance with law and as per conditions of the contract. In the event of a security breach, Purchaser reserves the right to take necessary civil/ criminal actions, claim and recover such other costs and damages as may be appropriate.
10	Data transfer after the data entry operation to the Purchaser/any agency designated by the Purchaser	Zero delay in transferring digitized data to the Purchaser/any agency designated by the Purchaser from the target date	Rs X/- per day of delay in transferring the digitized data to the Purchaser/ any agency designated by the Purchaser from the target date, where X is as follows: <ol style="list-style-type: none"> 1. Rs 1000 per day or part thereof for 1-7 days 2. Rs 2000 per day or part thereof for 8-14 days 3. Rs 5000 per day or part thereof for 15 days or greater
11	Presence of a representative of the data digitization MSP capable of data handling at the biometric camp	100% presence for the entire duration of the camp	Rs 2000/- per day or part thereof of absence

12	Collection of completed data for carrying out corrections, if any from the Purchaser/any agency designated by the Purchaser	Zero delay in physical collection of the completed data from the Purchaser/any agency designated by the Purchaser from the target date	Rs X/- per day of delay in collecting the completed data from the Purchaser/ any agency designated by the Purchaser from the target date, where X is as follows: <ol style="list-style-type: none"> 1. Rs 1000 per day or part thereof for 1-7 days 2. Rs 2000 per day or part thereof for 8-14 days 3. Rs 5000 per day or part thereof for 15 days or greater
13	Data Transfer to the Purchaser/ any agency nominated by the Purchaser	Zero delay from the target date in transferring the completed data safely and securely	Rs X/- per day of delay in transferring of the data to the the Purchaser/ any agency designated by the Purchaser from the target date, where X is as follows: <ol style="list-style-type: none"> 1. Rs 1000 per day or part thereof for 1-7 days 2. Rs 2000 per day or part thereof for 8-14 days 3. Rs 5000 per day or part thereof for 15 days or greater

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 the Purchaser, then the particular bidders(s) shall be debarred from carrying out any further digitization work and other activities with immediate effect. In such cases, the Purchaser reserves the right to terminate the contract with the concerned Bidder(s) and impose penalties and take further action as deemed fit as per rules.

6.3. Work Re-Allocation

During the course of project execution, if a selected bidder consistently fails to meet the performance expectations of the purchaser, as determined by the Purchaser. The Purchaser reserves the right to terminate contract with the concerned bidder(s), impose penalties and take further step as deemed fit as per rules set by the purchaser from time to time. The remaining work of such bidder will be got done by the Purchaser at risk and cost of the bidder. The outgoing bidder shall be liable to pay for reallocated work to new bidder at the rates finalized by purchaser. The bidder(s) agree and acknowledges that such rates may be higher than the rates

quoted by L1. The Purchaser shall be entitled to recover/adjust/deduct such amounts payable (to new bidder) from outgoing bidder under this or any other transactions/order/contract etc. Nothing herein shall be construed as precluding the Purchaser from invoking the provisions of clause 13 [k] of Annexure 4 to this RFQ.

BID OPENING AND EVALUATION

7.1. Evaluation Committee(s)

The Evaluation Committee(s) constituted by the Purchaser shall evaluate the financial Bids as per standard procedures.

The Evaluation Committee (s) shall at its own discretion have the authority to disqualify any or all bid(s) that it finds to be inappropriate without giving any reason/justification to the bidder.

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

7.2. Bid Opening and Evaluation

The financial evaluation of the bids will be taken in to account on the basis of the information supplied by the bidders in their financial bid(s) (as per format in **Annexure 2, Format of Financial Bid**) 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, 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 the 3 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. All bids shall be subject to arithmetical checking and corrections, if any, which will be carried out by the Purchaser. Ranking of bids as L1,L2 ... will be decided thereafter.

7.3. Signing of Contract

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

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

INSTRUCTIONS TO BIDDERS

8.1. Submission of Bid

1. The Bid Document (referred to as “the Bid” in this RFQ) should consist of the following documents:

1.	Letter of Intent (LoI) to submit bid in response to RFQ Invitation	As per Annexure 1, Format of Letter of Intent to submit bid in response to RFQ Invitation
2.	RFQ Document Fee Demand Draft	Section 1.1, point 11
3.	Earnest Money Deposit (EMD)	Section 1.1, point 12.
4.	Financial Bid	As per Annexure 2, Format of Financial Bid
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 the Purchaser might release on a later date	
9.	A Plan of Implementation for this project in the zone(s) that the bidder is bidding for	As per Annexure 9, Format of Plan of Implementation

Each page of the Bid document must be numbered, 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, the Purchaser reserves the right to declare the bid invalid and disqualify the bidder.

Also, in case the documents/material submitted are not as per the formats specified in this RFQ document, the Purchaser reserves the right to declare the bid invalid and disqualify the bidder.

Bid 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 agency thereof or has indulged in any malpractice/ unethical practice and has not honoured contractual obligation elsewhere.

2. The bids 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 countersigned by the authorized person signing the bid.
3. The currency(ies) of the Bid offer and the payments shall be in Indian Rupees (INR).
4. Bids received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing time and date for receipt of bids shall be treated as valid.
5. One hard copy of the financial bid **for every zone bidder is bidding for, separately in a sealed envelope** super scribed with – ‘**Financial bid for [zone code and zone name]**’ prepared in accordance with the procedures enumerated in this RFQ document
6. The sealed envelopes containing bids for each zone should then be put in one bigger **sealed envelope** and submitted to the Purchaser not later than the date and time laid down, at the address given in the **Section 1.2**. The envelope should be super scribed with – “**FINANCIAL BID - RFQ FOR PROVIDING MANAGED DATA DIGITIZATION SERVICES FOR THE CREATION OF NATIONAL POPULATION REGISTER (NPR) FOR USUAL RESIDENTS OF URBAN AREAS OF ARUNACHAL PRADESH, SIKKIM AND DADRA & NAGAR HAVELI IN INDIA**” and “<name & code> of “ZONES” for which bidder is bidding for.
7. All other eligibility documents mentioned at Section 1.4 along with other necessary and supportive document & EMD should be placed in a separate sealed envelope 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 OF ARUNACHAL PRADESH, SIKKIM AND DADRA & NAGAR HAVELI IN INDIA**” and “<name & code> of “ZONES” for which bidder is bidding for.
8. The sealed envelope containing the **FINANCIAL BID & 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 OF ARUNACHAL PRADESH, SIKKIM AND DADRA & NAGAR HAVELI IN INDIA – DO NOT OPEN BEFORE 10:30 AM ON 27-01-2012 and “<name & code> of “ZONES” for which bidder is bidding for. All envelopes should be addressed to the Addressee specified at **Section 1.2** and bear the name and address of the Bidder/Lead Bidder of the consortium submitting the bid. CD media that contains softcopy of the bid must be duly signed using a “Permanent Pen/Marker” and should bear the name of the Bidder/Lead Bidder of the consortium, submitting the Bid.

9. The Bids submitted should be concise and contain only relevant information as required under this RFQ document.
10. The bidders submitting their bids would be responsible for all of its expenses, costs and risks incurred towards preparation and submission of their bids, attending any pre-bid meetings and visiting the sites or any other location in connection therewith etc. the Purchaser shall, in no case, be responsible or liable for any such costs whatsoever, regardless of the outcome of the process.
11. Project Implementation Plan to be submitted as per the format provided at Annexure 9 detailing how the bidder plans to implement the project in the zones that it is bidding for.

8.2. Validity of Bid submitted

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

8.3. Clarifications on Bid submitted

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

8.4. Amendments of RFQ Document

At any time prior to the deadline for submission of the Bid, the Purchaser 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, as well as be published on the website of the Purchaser, and such amendments shall be binding on bidder(s).

8.5. Disqualification

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

- a. submits the bid after the response deadline;
- b. makes misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- c. exhibits 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. submits a bid which is not accompanied with required documentation or which is non- responsive to the terms and conditions and stipulations herein;
- e. fails to provide clarifications related thereto within given time frame, when sought;
- f. submits more than one bid;
- g. has been declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices.
- h. In case the bidder exceeds the maximum bid capacity.

8.6. Performance Bank Guarantee

Within 7 days of the selected bidder(s) being intimated about their selection, they shall submit an unconditional, unequivocal and irrevocable Performance Bank Guarantee (PBG) of 10 % (Ten Percent) of the contract value, from any Nationalized Indian Bank and valid for the entire period of the contract plus an additional 12 months beyond the contract period and any applicable extension periods as may be required by the Purchaser. The format for PBG is provided in **Annexure 3, Format of Performance Bank Guarantee (PBG)**.

8.7. Period of Contract

The contract would be for an initial period of Two (2) years, which may be extended at Purchaser's discretion, depending upon the nature of work.

8.8. Confidentiality

Information relating to the examination, clarification, comparison and evaluation of the bids 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 bid.

8.9. Disclaimer

Bids received late will not be considered and will be returned unopened to the respondents. The Purchaser reserves the right to

- a) Reject any / all bids without assigning any reasons therefore,
- 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/project without assigning any reasons therefore, and
- c) Include any other item in the scope of work at any time after consultation in the pre-bid 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, the Purchaser reserves the right to reject such bids at its sole discretion.

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 the Purchaser 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 Purchaser.

8.11. Limits on Promotion/Publicity/Advertisement

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

ANNEXURE 1

Format of Letter of Intent to submit bid in response to RFQ Invitation

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

{Place}

{Date}

To

**The Director,
National Institute of Electronics and Information Technology (NIELIT),
Chandigarh Centre,
SCO 114-116, Sector 17B, Chandigarh – 160 017**

Ref: RFQ No. 0008/2011 dated 03-01-2012

Subject: Submission of bid 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 of Arunachal Pradesh, Sikkim and Dadra & Nagar Haveli in India.

Dear Sir,

1. Having examined the RFQ document, we, the undersigned, herewith submit our bid in response to your **RFQ No 0008/2011 dated 03-01-2012 for Providing Managed data Digitization Services for the Creation of National Population Register (NPR) for Usual Residents of Urban Areas of Arunachal Pradesh, Sikkim and Dadra & Nagar Haveli in India**, in full conformity with the said RFQ document.
2. We have read and understood the provisions of the RFQ document and confirm that these are acceptable to us. We conform that only the terms and conditions in the RFQ shall apply; we further declare that additional conditions, variations, deviations, if any, found in our bid shall be without any effect whatsoever.
3. We hereby declare that we satisfy all the eligibility criteria as specified in this RFQ and agree to abide by all the terms and conditions specified therein.
4. We agree to abide by this bid, consisting of this letter, the detailed response to the RFQ and all attachments, and validity of the bid shall be for a period of **90 days** from the closing date fixed for submission of bids as stipulated in the RFQ document.
5. The Earnest Money Deposit (EMD) of **Rs <xxxxx> Lakh** submitted by us may be forfeited and en-cashed under any of the circumstances as specified in Para 12(ii) under sub-section 1.1 of Section 1 of this RFQ.
6. We hereby declare that we are not involved in any 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.

7. We confirm that we have not been blacklisted by any department/society/body/organization of central/state government.
8. We hereby declare that all the information and statements made in this bid are true and we accept that any misrepresentation/wrong information contained in it or /suppression of material or relevant facts/figures may lead to our disqualification.
9. We understand that you are not bound to shortlist / accept any bid you receive.

Our correspondence details with regards to this bid 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:	
8.	Website URL of the responding firm	

We hereby declare that our bid 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 Bid**

*(To be submitted on the Letterhead of the responding firm **SEPARATELY FOR EACH INDIVIDUAL ZONE i.e. separate envelope of financial bid for each zone, bidder is bidding for)**)*

[Location, Date]

To

The Director,

National Institute of Electronics and Information Technology (NIELIT),

Chandigarh Centre,

SCO 114-116, Sector 17B, Chandigarh – 160 017

Ref: RFQ No **0008/2011** dated **03-01-2012**

Subject: Submission of bid 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 of Arunachal Pradesh, Sikkim and Dadra & Nagar Haveli in India”.

Dear Sir,

We, the undersigned, offer to provide the Managed Data Digitization Services for creation of National Population Register (NPR) for usual Residents of Urban areas of Arunachal Pradesh, Sikkim and Dadra & Nagar Haveli in India in accordance with your Request for Quotation dated *[Insert Date]*.

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

Zone Code (As per Annexure 6)	Cost per person (in Rs.)	Total Cost (in Rs.)
<i>[Insert Code]</i>	<i>[Quote amount in words and figure]</i>	<i>[Quote total amount by multiplying the cost per person and the total urban population of the zone in words and figure]</i>

The above mentioned cost per person for Demographic Data Digitization is inclusive of all Government taxes/duties/levies/cess etc.

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 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

**The Director,
National Institute of Electronics and Information Technology (NIELIT),
Chandigarh Centre,
SCO 114-116, Sector 17B, Chandigarh – 160 017**

THIS DEED OF GUARANTEE EXECUTED ON THIS ____ Day of _____ 2012 by {Name of the Bank issuing guarantee} a scheduled commercial bank, constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970, having its registered office at -----, 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, **National Institute of Electronics and Information Technology**, Chandigarh Centre, SCO 114-116, Sector 17-B, Chandigarh (hereinafter referred to as "Purchaser" 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 **<Name & Code of the Zone> zone of <Name of the state/UT> in** India issued by the Purchaser 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 of the Managed Service Provider to the satisfaction of the Purchaser towards Providing Managed Data Digitization Services for the Creation of National Population Register (NPR) for Usual Residents of Urban Areas in **<Name & code of the Zone> zone of <Name of the state/UT> 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 the Purchaser, having engaged the Managed Service Provider for a period of two years for Providing Managed Data Digitization Services for the Creation of National Population Register (NPR) for Usual Residents of Urban Areas in <Name & code of the Zone> zone of <Name of the state/UT> in India, (Name of the Guarantor Bank) do hereby undertake as under:

a) To indemnify and keep indemnified the Purchaser to the extent of the sum of Rs. - -----/- (Rs. ----- only) for the losses and damages that may be caused to or suffered by the Purchaser in the event of non-performance or part/under 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 Purchaser the amount claimed under this guarantee not exceeding Rs. -----/- (Rs. -----only) without demur and without the Purchaser 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 Purchaser 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 during the period that would be taken for the performance of the obligations under the contract against the Selection Notification and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said contract against the Selection Notification have been fully paid and its claims satisfied or discharged or till _____ Office/ Department/ Ministry of _____ certifies that the terms and conditions of the said contract against the Selection Notification have been fully and properly carried out by the Managed Service Provider and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

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 Purchaser or otherwise but shall ensure for and be available to and enforceable by the absorbing amalgamated or reconstructed Company of the Purchaser.

d) We, _____ (indicate the name of bank) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract against the Selection Notification or to extend time of performance by the Managed Service Provider from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the Managed Service Provider and to forbear or enforce any of the terms and conditions relating to the said contract against the Selection Notification and we shall not be relieved from our liability by reason of any such variation, or

extension being granted to the Managed Service Provider or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Managed Service Provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

e) We, _____ (indicate the name of bank) undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

f) 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 Purchaser 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 4

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.

“National Institute of Electronics and Information Technology (NIELIT)” (formerly DOEACC Society) (hereinafter called “the Purchaser”) means, An autonomous Scientific Society of Department of Information technology, Ministry of Communication & Information Technology, Govt. of India.

The “Work Order” means the selection notification issued to the MSP by the Purchaser pursuant to the selection of the MSP for provision of Managed Data Digitization Services for the Creation of National Population Register (NPR) for Usual Urban Residents of India.

The “Contract” means the Managed Data Digitization Services agreement entered into between the Purchaser and the selected bidder (hereinafter called the MSP) as recorded in the Contract Form signed by the Purchaser and the MSP, 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 Two (2) Years from the date of award of contract 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 the Purchaser on the actual work completed during the invoice period.

5. Commercial Terms

The Purchaser will release the payment within 30 days of submission of invoice, to the extent possible, subject to invoice and all supporting documents being in order and verification done by the Purchaser or any agency nominated by it on its behalf on the actual work completed during the invoice period.

6. Disclaimer

The selected MSP is not 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 the Purchaser, the Purchase in turn will submit this data to ORG&CCI.

7. Liabilities

- (a) The MSP shall indemnify the Purchaser against all third party claims arising out of a court order or arbitration award for infringement of any of the intellectual property rights (e.g. patent, trademark/copy right /breach of confidentiality etc..) arising from the use of the supplied services or any part thereof or arising out of or incidental to the contract/workorder placed on MSP or for breach of security in relation to the data entrusted to or used by or provided by the MSP or for breach of clause 10 below..
- (b) 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 at law.
- (c) The Work Order does not contemplate any consequential, indirect, lost profit, claim for tort or similar damages of any form to be paid by the MSP to the Purchaser or any other organizations.
- (d) Except for the indemnification provisions ;Notwithstanding anything to the contrary contained in the Work Order, in no event will the MSP be liable to the Purchaser, (a) for any amount in excess of 100% of the total

professional fees payable for the respective Project. This limit of liability is not applicable to clause 'a' above.

- (e) No action regardless of form, arising out of this Contract, may be brought by either party more than three years 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 Management Information System (hereinafter called "the MIS") that will be made accessible to the MSP by the Purchaser. MSP shall be fully responsible for timely and accurate updation of MIS. Additionally, the progress of the project should be intimated in writing to the Purchaser on a weekly 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 marked 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 protect 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. These restrictions will not apply to any information which:
- I. is or 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 which owes no obligation of confidential 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 breaching 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 MSP shall not, without prior written consent of the Purchaser, disclose the commercial terms of this work order and contract to any person or organization other than a person employed by the MSP in the course of performance of the Contract. Further, the extent of such disclosure shall be only to that required for performance of the services under this contract.
- e) This clause on Confidentiality shall be valid for a further period of two years from the date of expiry or termination of the contract or completion of the project in the assigned zone, or until the UIDs are informed to respective persons/citizens by RGI/Census office, whichever is later

10. Confidentiality of Data

The MSP and its Personnel shall maintain absolute confidentiality and security of data at all times before, during, and after the performance of its services. The MSP and its Personnel shall not make or maintain unauthorized copies, either electronic or physical or in any other form, of the data or confidential information received or acquired during the course of performance of its services. The MSP and its Personnel shall not disclose, except with the prior written consent of the Purchaser, any data or confidential information received or acquired during the course of performance of its services to any person or entity, nor shall the MSP and its Personnel make public the recommendations formulated in the course of, or as a result of, the performance of its services.

11. Other Terms & Conditions

- a) The end product of the work assignment carried out by the MSP, in any form, or/and/including any and all intellectual property created/developed by MSP or consortium members shall be the sole property of The Purchaser. The MSP or consortium member hereby undertakes to execute any document/undertaking/ affidavit in favour of the purchaser to that effect
- b) The MSP shall not outsource the work to any other associate / franchisee / third party under any circumstances without the prior written approval of the Purchaser.
- c) The MSP 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 MSP shall always act, in respect of any matter relating

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

- d) The MSP automatically agrees with the Purchaser for honoring all aspects of fair trade practices in executing the work orders placed by the Purchaser.
- e) In the event the MSP or the concerned Division of the company is taken over / bought over by another company, all the obligations under the agreement with the Purchaser, should be passed on for compliance by the new company / new Division in the negotiation for their transfer.
- f) Statutory Employment Records, submitted by the MSP as an evidence of employment of its personnel engaged in providing the managed services under the Contract, may be subject to Third Party examination
- g) Should any provision of this RFQ/contract be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this RFQ shall remain in full force and effect for the duration of this RFQ, it being the intention of the parties that no portion of this RFQ or provision herein shall become inoperative or fail by reason of the invalidity of any other portion or provision.
- h) Award of contract to selected bidder shall not create any relationship between the Parties such as agency, partnership, employer-employee etc,
- i) E-mail correspondence should not be taken as substitute for any official signed hardcopy correspondence in all important matters such as responsibilities of parties, financial matters, termination, extension, modification etc.

12. Force Majeure

- a) Force majeure clause shall mean and be limited to the following in the execution of the contract placed by the Purchaser:
 - 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 MSP, which prevent or delay the execution of the order by the MSP.
- b) Labour/manpower/financial/commercial/infrastructural/industrial/power/material/ equipment shortage/ problems/ shortages/ difficulties/ breakdowns /accidents etc. shall not be considered/treated as force majeure events. The MSP shall advice the Purchaser 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, the Purchaser reserves the right to cancel the

contract without any obligation to compensate the MSP in any manner for what so ever reason, subject to the provision of clause mentioned.

13.Termination

The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (i) of this Clause. In such an occurrence, the Purchaser shall give a not less than thirty (30) days' written notice of termination to the Supplier, and sixty (60) days' in the case of the event referred to in (e).

- a) If the MSP does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing
- b) If the MSP becomes (or, if the MSP consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the MSP, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- d) If, as the result of Force Majeure, the MSP is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- e) If the Purchaser, in its sole discretion and for any reason or without any reason whatsoever, decides to terminate this Contract.
- f) If the MSP submits to the Purchaser a false/misleading statement which has a material effect on the rights, obligations or interests of the Purchaser.
- g) If the MSP places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.
- h) If the MSP fails to provide the quality services as envisaged under this Contract.
- i) If the MSP fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 14 hereof.
- j) In the event of any breach or failure on the part of the MSP to adhere to the Confidentiality norms as stipulated in the contract, penal provisions including both civil and criminal, as applicable under various laws and statutes of the land shall apply.
- k) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed or not corrected/cured/repaired/rectified, and the MSP shall be liable to the Purchaser for any additional costs for such similar services/getting

services corrected/cured/repaired/rectified. However, the MSP shall continue performance of the Contract to the extent not terminated.

14. 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 Arbitration and conciliation Act 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 MSP.
- c) The Purchaser 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/work order/contract/RFQ.
- d) In the case of dispute arising upon or in relation to or in connection with the Contract between the Purchaser and the MSP, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the sole arbitrator nominated by DIT.
- e) Arbitration proceedings shall be held in New Delhi and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- f) The decision of the arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Purchaser and the MSP. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award. The courts in New Delhi only shall have exclusive jurisdiction to try and entertain any dispute arising there from.

15. 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.

ANNEXURE 5**Composition of Zones**

State	Urban 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
Sikkim	17-Gangtok	East District
		North District
		South District
		West District
Dadra & Nagar Haveli	28-Silvasa	Dadra & Nagar Haveli
Total	3	21

NOTE: THE DISTRIBUTION OF DISTRICT IS AS PER CENSUS 2001.

ANNEXURE 6**Estimated Urban Population of Zones**

State	Urban Zone HQ	Urban Zone Population
Arunachal Pradesh	1-Itanagar	273457
Sikkim	17-Gangtok	71844
Dadra & Nagar Haveli	28-Silvasa	60556

- All population figures are based on Census 2001 data available with the Office of the Registrar General and Census Commissioner, India (ORGI&CCI). A correction factor of 1.2 is applied to approximate the population figures for the year 2010.

-The population figures are estimated based on Census 2001 data. Actual population may differ from these figures.

ANNEXURE 7**ZONE WISE EMD AMOUNT**

State/UT	Urban Zone Code	Urban Zone-wise EMD (in Rupees)
Arunachal Pradesh	1-Itanagar	60000
Sikkim	17-Gangtok	20000
Dadra & Nagar Haveli	28-Silvasa	15000

ANNEXURE 8

SYSTEM REQUIREMENTS FOR INSTALLATION AND OPERATION OF DATA ENTRY SOFTWARE

Following are the minimum specifications for hardware required to run the platform independent data entry software:

- Intel Pentium IV or equivalent processor
- 1 GB RAM
- 80 GB hard disk
- 2 USB drivers
- Monitor resolution 1024x780
- DVDROM/CD Writer

ANNEXURE 9

FORMAT FOR PROJECT IMPLEMENTATION PLAN

1 Introduction

1.1 Purpose

[Describe the purpose of the plan and describes the project to be implemented]

1.2 Project Overview

[A description of the system to be implemented and its organization]

1.2.1 Project Description

[An overview of the services the project will provide the system]

1.2.2 Assumptions and Constraints

[Describes the assumptions made regarding the development and execution of this document as well as the applicable constraints]

1.2.3 Project Organization

[A description of the project organization structure and the major components essential to its implementation]

1.3 Glossary

[Lists all terms and abbreviations used in this plan]

2 Management Overview

[A description of how the implementation will be managed and identifies the major tasks involved]

2.1 Description of Implementation

[A description of the planned implementation approach]

2.3 Major Tasks

[Descriptions of the major project implementation tasks]

2.4 Implementation Schedule

[A schedule of activities to be accomplished]

2.5 Security and Privacy

[An overview of the security and requirements that must be followed during implementation]

2.5.1 Security Setup

[A description of the security setup to address the Confidentiality and Privacy concerns]

2.6 Data Backup & Restore Procedure

[An overview of the Data Backup & Restore Procedure that must be followed during implementation]

3 Implementation Support

3.1 Hardware, Software, Facilities, and Materials

[Lists all support hardware, software, facilities, and materials required for the implementation]

3.2 Documentation

[Lists any additional documentation needed to assist implementation]

3.3 Personnel

3.3.1 Staffing Requirements

[Describes the number of personnel, length of time needed, types of skills, skill levels, expertise, and their roles and responsibilities]

3.3.2 Training of Implementation Staff

[Describes the training necessary to prepare staff for taking up the task]

3.6 Performance Monitoring

[Describes the performance monitoring tool, techniques and how it will be used to help determine if the implementation is successful]

4 Implementation Requirements by Site

[Describes site-specific implementation requirements and procedures]

4.1 Site Name or Identification for Site X

[Identifies the site by name, location and ownership]

4.1.1 Site Requirements

[Describes the requirements that must be met for the orderly]

4.1.2 Site Implementation Details

[Description of the implementation team, schedule and processes required to accomplish the implementation at this site]

4.1.3 Risks and Contingencies

[Describes the risks and specific actions to be taken in the event the implementation fails]

4.1.4 Implementation Verification and Validation

[Describes the process for ensuring that task was not poorly executed]

4.2 Acceptance Criteria

[Describe the criteria that will be used to determine the acceptability of the deliverables]