

GOVT. OF NATIONAL CAPITAL TERRITORY OF DELHI
OFFICE OF THE DIVISIONAL COMMISSIONER
REVENUE DEPARTMENT (HQ)
COORDINATION BRANCH
5, SHAM NATH MARG, DELHI-110054

F-36(141)/Coord./SDM-I(HQ)/Div.Comm.1/732

Dated: 12/03/2015

To

All Deputy Commissioners/Registrar-UID
Revenue Department,
Govt. of NCT of Delhi,
Delhi/New Delhi.

Sub: Appointment of **CSC e-Governance Services India Limited** as service provider for Aadhaar Services in Revenue Districts of the Govt. of NCT. of Delhi.

Sir/Madam:

I am directed to inform you that the Secretary (Revenue) -cum- Divisional Commissioner, Govt. of NCT of Delhi has executed an agreement with CSC e-Governance Services India Limited for providing Aadhaar Services in Revenue Districts of the Govt. of NCT Delhi.

The Empanelled Agency i.e. CSC e-Governance Services India Limited has agreed to set up Aadhaar Centres in the districts of Revenue Department, Govt. of NCT of Delhi, which shall provide the Aadhaar as well as other services, which has been agreed through MOU executed in this regard on 25.02.2015, to the residents and people applying for the same. The GNCT Delhi shall allow the said Empanelled Agency to set up the Permanent Enrollment Centers (PECs) in its revenue districts for providing the agreed services. This EA shall provide Aadhaar services to the residents and the same shall be provided with the monitoring and under the control of UIDAI and in accordance with the policies framed in this regard. The services being offered at Permanent Enrollment Centers will be as follows :-

- (i) New Enrollments (No charges shall be taken from applicants)
- (ii) Printing of E-Aadhaar (Minimum charges fixed with prior approval and as permitted by UIDAI).
- (iii) Demographic Updation -DO-
- (iv) Biometric Updation -DO-
- (v) Any other services as agreed under the MOU and allowed by UIDAI.

The present MOU is entered for the purpose of Updation, Printing, Laminating and Delivery of Aadhaar letters in the NCT of Delhi by the EA at the designated spaces facilitated by the District offices of Revenue Department. The EA shall display a notice board on these centers showing charge list and working hours. Company may charge fix amount for printing of coloured E-Aadhaar and any updation and this the amount should be fixed with prior approval of UIDAI. No amount shall be charged in case of new enrollments.

It is therefore requested to contact the following authorized Person for setting up of Aadhaar Centers in your districts as detailed below:-

S.No.	Name & Designation with Phone Number	Address of the Company
1.	Bhagwan K. Ghadge Patil(Chief Operating Officer), Fax :011-30481611 M- 9810784845	CSC e-Governance Services India Limited, Ministry of Communications & Information Technology, Electronics Niketan, 3 rd Floor, Deity, Ministry of Communications and information Technology, 6-CGO Complex, Lodhi Road, New Delhi-110003.

2.	Avnish Tyagi, (Senior Manager) Phone:011-32316346 Fax : 011-30481611 M- 9910066106	-DO-
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Yours faithfully,

Encl: Copy of MOU.



(Dr. Madhu R. Teotia)
Dy. Commissioner (HQ)

F-36(141)/Coord./SDM-I(HQ)/Div.Comm./

Dated:

Copy to :

1. Bhagwan K. Ghadge Patil(Chief Operating Officer), CSCe-Governance Services India Limited, Ministry of Communications & Information Technology, Electronics Niketan, 3rd Floor, Deity, Ministry of Communications and information Technology, 6-CGO Complex, Lodhi Road, New Delhi-110003. With request to coordinate All Deputy Commissioners of Revenue Districts, Govt. of NCTof Delhi.
2. Avnish Tyagi, (Senior Manager),CSCe-Governance Services India Limited, Ministry of Communications & Information Technology, Electronics Niketan, 3rd Floor, Deity, Ministry of Communications and information Technology, 6-CGO Complex, Lodhi Road, New Delhi-110003. With request to coordinate All Deputy Commissioners of Revenue Districts, Govt. of NCT of Delhi.
3. Sr. P.A. to Secretary (Revenue), Govt. of NCT of Delhi.
4. P.A. to Addl. Secretary (Revenue), Govt. of NCT of Delhi.



(Dr. Madhu R. Teotia)
Dy. Commissioner (HQ)



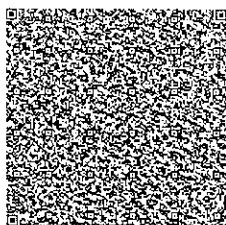
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL72667015054265N
 Certificate Issued Date : 25-Feb-2015 11:38 AM
 Account Reference : IMPACC (IV)/ dl718203/ DELHI/ DL-DLH
 Unique Doc. Reference : SUBIN-DL71820342275700042718N
 Purchased by : THE SECY REV DEPT OF REVENUE GOVT OF NCT OF DELHI
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : THE SECY REV DEPT OF REVENUE GOVT OF NCT OF DELHI
 Second Party : CSC E GOVERNANCE SERVICES INDIA LIMITED
 Stamp Duty Paid By : THE SECY REV DEPT OF REVENUE GOVT OF NCT OF DELHI
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)

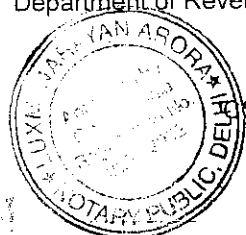


.....Please write or type below this line.....

THIS E-STAMP CERTIFICATE IS A PART OF MEMORANDUM OF UNDERSTANDING EXECUTED BETWEEN :-

The President of India through Secretary (Revenue) / Divisional Commissioner, Department of Revenue, Govt. of NCT of Delhi, 5, Sham Nath Marg, Delhi-110054

AND



CSC e-GOVERNANCE SERVICES INDIA LIMITED

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcliestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on this 24th day of February, 2015

BETWEEN

1. The President of India through The Secretary (Revenue) / Divisional Commissioner, Department of Revenue, Govt. of NCT of Delhi, 5, Sham Nath Marg, Delhi-110054 (hereinafter called the "First Party") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the party of the first part.

AND

2. CSC e-GOVERNANCE SERVICES INDIA LIMITED having its registered office at Electronics Niketan, 4th Floor, Ministry of Communications and Information Technology, 6 CGO Complex, Lodhi Road, New Delhi-110003 through its duly constituted representative MR.BHAGWAN GHADGE PATIL, COO appointed vide Resolution passed in the Board Meeting dated 11th January, 2013 (hereinafter called the "Second Party") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

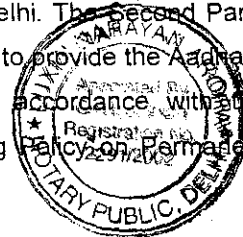


Whereas UIDAI has been given mandate by the Government of India, for issuance of 12 digit unique identification number to every resident who enrolls for it. UIDAI has partnered with a

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number of entities already engaged in delivery of public/welfare services to the residents which are designated as Registrars.

And whereas UIDAI has appointed the Second Party as service provider for Aadhaar services and authorised the Second Party to open Permanent Enrollment Centres in Delhi. The Second Party herein, which is also Registrar has agreed to provide the Aadhaar services through its empanelled EA in accordance with the guidelines and policies of UIDAI including Policy on Permanent Center Model.



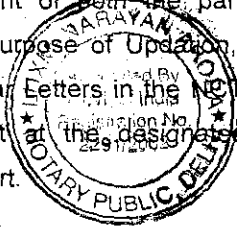
And whereas the Second Party through its empanelled EA has agreed to set up Aadhaar centres in the districts of Revenue Department, Govt. of NCT of Delhi, which shall provide the Aadhaar as well as other services, as agreed in this MOU, to the residents and people applying for the same. The GNCT Delhi shall allow the Second Party to set up the Permanent Aadhaar Centres in its revenue districts for providing the agreed services. The Second Party through its empanelled EA shall provide Aadhaar services to the residents and the same shall be provided with the monitoring and under the control of UIDAI and in accordance with the policies framed in this regard. The services being offered at Permanent Enrolment Centres will be as follows

- :-
- (i). New Enrollments
 - (ii) Printing of E-Aadhaar
 - (iii) Demographic Updation
 - (iv) Biometric Updation



- (v) Any other services as agreed under this MOU and allowed by UIDAI.

Both the parties have now agreed to enter into a Memorandum of Understanding for a period of 1 (One) year commencing from the date of signing of this Memorandum of Understanding, extendable for further 1 (one) year on similar terms and conditions with the mutual consent of both the parties. The present MOU is entered for the purpose of Updating, Printing, Laminating and Delivery of Aadhaar Letters in the NCT of Delhi by the party of the second part at the designated spaces facilitated by the party of the first part.



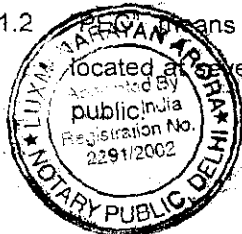
NOW THEREFORE IT IS AGREED BY AND BETWEEN THE PARTIES AS HEREUNDER :-

1. DEFINITIONS AND CONSTRUCTION :

DEFINITIONS

- 1.1 "MOU" means the Memorandum of Understanding and any addendums or modifications thereto made in writing and signed by the parties.

- 1.2 means Permanent Enrollment Centres which shall be located at several locations for providing Aadhaar services to the



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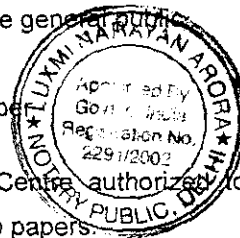
1.3 "UIDAI" means Unique Identification Authority constituted by the Govt. of India under the Ministry of Planning which is the monitoring authority.

1.4 "EA" shall mean and include Enrollment Agency which shall ultimately provide the Aadhaar services to the general public.

1.5 "PAN" shall mean Permanent Account Number.

1.6 "ACC" shall mean Authorised Collection Centre authorized to issue e-stamp papers and non-judicial stamp papers.

1.7 "EC" shall mean Enrollment centres established for providing Aadhaar Enrollment, Generation and other services.



THE PARTIES HERETO ENTER INTO THE FOLLOWING COVENANTS AND TERMS AND CONDITIONS :-

1. The Second Party is required to execute the work within the framework of PEC (Permanent Enrolment Centres) Policy as determined by UIDAI (Unique Identification Authority of India). The salient features of the revised PEC policy are as under :-

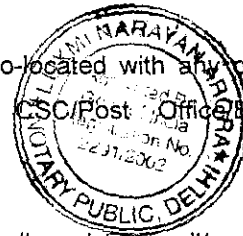
(A) In case, the Second Party plans to use non-empanelled EA, the same may be permitted by the Revenue Department / First Party on the case-to-case basis after completion of certain formalities. The Second Party shall give recommendations in such cases for approval by UIDAI Head Quarter. However, the non-empanelled EA shall sign the terms and conditions of empanelment and submit the required Bank Guarantee. However, if any Society or



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Govt. Agency directly under the control of Deputy Commissioner/State Govt., is desirous of working as a Non empanelled EA, it may not be asked to submit a Bank Guarantee, but would agree to all other Terms & Conditions of empanelment.

- (B) The model for PEC may be same as that of Enrolment camp. The resident shall have choice to select any PEC as per his/her choice.
- (C) The PEC may be stand alone or be co-located with any other public service delivery office like CSC/Post Office/Bank Branch/Registrar Office/SDM Office.
- (D) The Second Party running the PEC is allowed to enroll/provide update services in prescribed adjoining area with permission either from State/District authorities or regional office of UIDAI without affecting operation of the PEC. The Second Party running the PEC shall also have obligation to arrange enrolment/update services in prescribed adjoining areas as demanded by state/District authorities/regional office of UIDAI without affecting normal working of PECs.
- (E) PECs are allowed to provide a bouquet of all the UIDAI services like Enrolment, Update, E-Aadhaar Printing, and Biometric Updation at the age of 5/15 years (Age of person enrolled).
- (F) The existing model of verification of resident document shall continue with for PECs as well.



- (G) The PEC can also function as a Seeding agency for any other database, if required in future. The Second Party shall enter into Memorandum of Understanding / Agreement as prescribed for respective Aadhaar related services, with prior approval of the First Party.
- (H) Proper monitoring mechanism for PEC including MIS regarding Enrolments, Updation, e-Aadhaar downloads etc will be evolved and the same shall be the sole responsibility of the Second Party.



2. The Aadhaar centres and premises which is to be used by the Second Party to facilitate enrollment and generation of Aadhaar and other permissible services shall be provided by the Revenue Department of Govt. of NCT of Delhi and the same shall be used by the former for the said work only.
3. An amount of Rs.40/- will be paid by UIDAI to Enrolment Agency/Second Party for every successful Aadhaar generation and the citizens shall not be liable to make any such payment to the Second Party. In addition to this, a fixed sum may be charged by the Second Party from the citizen as against the services of colour print of E-Aadhaar Card. Similarly, a fixed amount may also be charged by the Second Party from the citizen/applicants in case of updation, addition and alteration in the respective Aadhaar data base of such applicant. These charges shall be charged in accordance with the guidelines or policy formulated by UIDAI in respect thereof, which may change from time to time.



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5. The Second Party may also take up the work of issuance of PAN Cards or Issuance of e-stamp Papers after obtaining ACC (Authorised Collection Centre) License from Revenue Department, GNCT Delhi. The Aadhaar centres shall compulsorily display on notice board the rates chargeable for updation, colour print and other value additional services including PAN Card, E-Stamp Papers and other permissible services. The monthly report regarding applications received and disposed off for these services shall be supplied by the Second Party to the First Party.

6. The Second Party shall also comply with directions/instructions issued from time to time by the Govt. of NCT of Delhi and UIDAI pertaining to Aadhaar enrollment and generation/issuance.

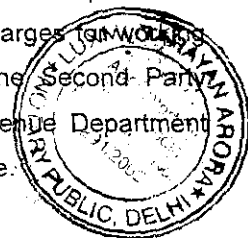
7. The Staff employed by the Second Party or its empanelled EAs at the Aadhaar centres for preparation of Aadhaar, will be hired by the Second Party or its empanelled EAs at their own cost and expenditures. All expenses including wages/salary, compensation, ESI, Provident Funds, bonus etc. and other perquisites shall be borne by the Second Party or its empanelled EAs. Any kind of verification such as Police Verification, Identity Verification etc. shall be the sole responsibility of the Second Party or its empanelled EAs at their own costs and expenses.

8. The Second Party /Enrollment Agency will be bound to comply with all laws including applicable labour laws reserving right of the First Party/Government of NCT of Delhi to deduct from the bills of the Second Party, the dues of the Govt. agency including PF/ESI



contribution, bonus, wages overdue etc. of the employees of the Second Party/Enrollment Agency, in case remained unpaid for a period of more than one month from the date it becomes due.

9. All other infrastructural facilities/requirements will have to be arranged by the Second Party itself except sitting arrangement/space, and all expenses to be incurred on this count shall be the sole liability of the Second Party. The expenses of electricity and internet charges and all other charges for works of the Aadhaar centres shall be borne by the Second Party themselves and the First Party including Revenue Department shall have no concern whatsoever with the same.
10. The list of rates chargeable from the citizens for generation of Aadhaar shall be required to be displayed by the Second Party at a visible place on the premises/centres of such services. Days and hours of working and holidays shall also be displayed at the notice board or at any prominent place in the premises meant for Aadhaar and other services.
11. The location for setting up the centres of Aadhaar Enrollment shall be solely decided by the Revenue Department through the party of the first part and Second Party shall have no interference whatsoever. The Deputy Commissioners of the Revenue Department shall provide premises/place/space for establishing Aadhaar Centres in their respective Districts and grant permission same on the instructions of the First Party and the Second Party shall establish Aadhaar centres at such places so provided.



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12. The Second Party shall also advertise through different mediums, to make the general public of the local area aware of the location of the centres and nature of services being provided including Aadhaar in their locality and the benefits of the Aadhaar.
13. The Generation/Issuance and printing of new Aadhaar Cards and its distribution/delivery is also to be managed by the party of the second part.
14. The Second Party will furnish the monthly report to the First Party / Revenue Department, to ensure effective and efficient working of the PECs. The First Party shall be entitled to inspect any Enrolment Centre within NCT Delhi, or make a committee or a team to supervise the proper functioning of the centre.
15. On failure of the Aadhar centre being closed on any single day, without supplying valid reason and prior intimation of the same, a sum of Rs.5000/- (Rupees Five Thousand Only) per default shall be levied as penalty on the Second Party including deficiency in services at the Aadhaar centres or in case of overcharging from the citizens.
16. This MOU and authorization granted hereunder may be revoked by the Revenue Department/GNCTD or terminated by the Second Party at any time by giving a notice of one month in writing to the other party in advance.



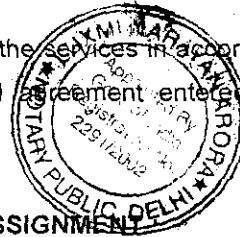
at on expiry of agreement or termination of the same due to any reason, all the data and information collected by the Second

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Party shall be transferred immediately to the UIDAI with a copy thereof to the First Party.

18. The Second Party shall supply all the data and information collected directly to UIDAI and the same shall be done without any failure.

The Second Party shall carry out the services in accordance with the provisions of this MOU and agreement entered into with UIDAI.



19. **ENTIRE MOU, AMENDMENT, ASSIGNMENT**

This MOU constitutes the entire agreement between the parties relating to the matter discussed herein and supersedes any and all prior oral discussion and/or written correspondence or agreements between the parties. This MOU may be amended or modified in writing only, with the mutual consent of the parties to this MOU.

20. **SEVERABILITY**

If any provision herein becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions in this MOU shall not be affected or impaired.

21. **EXIT POLICY**

In the event of the Revenue Department through party of the first part, having decided to take over the operation of Aadhaar Enrollment, after the expiry of the validity of the MOU or premature termination in accordance with the terms of the MOU



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as the case may be, or having decided to award similar contract to any other entity, the Second Party shall transfer all primary and secondary data to the UIDAI through a representative so authorized specifically by the party of the first part.

22. DISPUTE RESOLUTION MECHANISM :

In the event of any controversy or dispute regarding the interpretation of any part of this MOU or any matter connected with, arising out of, or incidental to the arrangement incorporated in this MOU the same shall be as far as possible settled by mutual discussion between the parties. In the event, the parties cannot settle the dispute as above, the matter shall be referred for arbitration to a Sole Arbitrator to be appointed by The Hon'ble Lieutenant Governor, Delhi.

The Arbitration proceedings shall be governed by the provisions of the Arbitration & Conciliation Act, 1996. The venue of Arbitration shall be Delhi.

23. GOVERNING LAW & JURISDICTION :

The provisions of this MOU shall be governed by the laws in force in India and NCT of Delhi. The courts at Delhi shall have exclusive jurisdiction in respect of adjudication of dispute arising out of this MOU, confined to the issues falling exclusively under the jurisdiction of the court.



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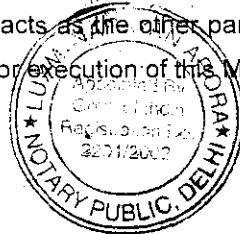
24. REPRESENTATIONS AND WARRANTIES :

Each Party hereby represents and warrants to the other that it (and, if applicable, any person on whose behalf it may act as agent or in a representative capacity) has and will continue to have full capacity and authority to enter into this MOU and to carry out the transactions contemplated herein and has taken and will continue to take all action (including the obtaining of all necessary corporate approvals and government consents, if any) to authorize the execution delivery and performance of this Agreement.

Each party further agrees to execute/deliver such documents and perform such further acts as the other party may reasonable require in relation to and for execution of this MOU.

25. NOTICES :

- (a) Any notice or request required or permitted to be given or made under this MOU shall be in writing.
- (b) Except as otherwise provided in this MOU, any notice, demand, letter or communication may be sent by the Parties by registered post, speed post, courier, facsimile, electronic mode or by hand delivery. Such notice or request shall be deemed to have been duly given or made when it is delivered / sent through fax / registered post acknowledgement due / speed post acknowledgement due / hand delivery to the addressee mentioned hereunder and it shall be taken to be sufficient service thereof. If notice is sent be fax or in electronic mode, a copy of

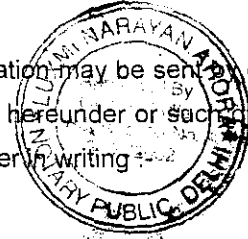


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the same may also be sent by / registered post acknowledgement due / speed post acknowledgement due / hand delivery not later than the next working day of sending it by fax / electronic mode.

- (c) Any notice, demand, letter or communication to other party shall be effective only when addressed by the relevant party.
- (d) Any notice, demand, letter or communication may be sent by one party to the other at the address set out hereunder or such other address as one party may inform the other in writing.



FIRST PARTY

The Secretary Revenue / Divisional Commissioner, Department of Revenue, Govt. of NCT of Delhi, 5, Sham Nath Marg, Delhi-110054

SECOND PARTY

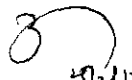
CSC e-GOVERNANCE SERVICES INDIA LIMITED
Electronics Niketan, 4th Floor, Ministry Of Communications And Information Technology, 6 CGO Complex, Lodhi Road, New Delhi-110003

IN WITNESS WHEREOF, the parties mentioned hereto above have put their hands and in token of same has signed in their respective names/authorities, as on the date and year first written above.


WITNESSES :-

1.





For and on behalf of
Party of the first part
Secretary Revenue-cum-
Divisional Commissioner, Govt. of NCT of Delhi

2.


(SH. BHAGWAN GHADGE PATIL)
For party of the Second Part

ATTESTED


Notary Public, Delhi
Regn. No. 2291/2007

25 FEB 2015