



**ONLINE REQUEST FOR PROPOSAL  
FOR PRINTING AND DISPATCH OF  
'AADHAAR DOCUMENTS'**

**Headquarters  
Unique Identification Authority of India  
Ministry of Electronics & Information Technology  
Government of India  
Bangla Sahib Road,  
Behind Kali Mandir, Gole Market  
New Delhi - 110001**

**RFP No. HQ-22011(18)/1/2022-LOG-HQ  
– Logistics (Computer No.6656)**

**Dated: 05.05.2022**

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**SECTION-I****PART-I: INVITATION TO BID:**

1. The Chief Executive Officer, Unique Identification Authority of India (UIDAI) invites online proposal from reputed and reliable firms for the **“Printing and Dispatch of Aadhaar Documents”**.
2. UIDAI has decided to engage reputed and reliable Print service Providers for **“Printing and Dispatch of Aadhaar Documents”**. UIDAI intends to on board two Print Service Providers (PSPs) for printing and dispatch of Aadhaar documents to residents of India.
3. Bidders are advised to study the Bid document carefully. Online submission of bid shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in **Section II** should be submitted online only through Government E-Marketplace (GeM) portal: <https://gem.gov.in/> not later than the date and time laid down in as per bid documents uploaded on GeM portal. Bidders are advised to follow the instructions provided in the ‘Instructions to Bidders’ for the e-submission of the bids online through the GeM portal for e-Procurement at <https://gem.gov.in/> Bid documents may be scanned and uploaded.
4. **Manual bids shall not be accepted**
5. Bidder shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/ modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with UIDAI.
6. Not more than one tender shall be submitted by one bidder or bidders having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
7. Intending bidders are advised to visit UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and GeM portal <https://gem.gov.in/> **at least 1 day** prior to closing date of submission of tender for any corrigendum/addendum/amendment.
8. The Hard Copy of original instruments in respect of Earnest Money Deposit (EMD) and original copy of affidavits must be delivered at the following address as mentioned below. Bid will be rejected in case of non-receipt of original payment instrument like Bank Guarantee/Fixed Deposit Receipt (FDR) against the submitted bid:



## 9. Address for Communication:

**“Printing and Dispatch of Aadhaar Documents”**

Director (Tech) (Logistics)

Headquarters - Unique Identification Authority of India

6<sup>th</sup> Floor, Bangla Sahib Road,

Behind Kali Mandir, Gole Market

New Delhi – 110 001

10. Bids will be opened as per date/time as mentioned in the GeM portal. After online opening of Pre-Qualification sheets, the results of their Pre-Qualification evaluation as well date of Price-Bid opening will be available on GeM
11. Bids shall be submitted online only at GeM portal: <https://gem.gov.in/>
12. The Purchaser shall not be responsible for non-receipt/non-delivery of the Bid documents due to any reason whatsoever
13. The Request for Proposal consists of 5 Sections as mentioned below:

Section I Invitation to Bid and Introduction

Section II Instructions to Bidders

Section III Scope of Work

Section IV General Conditions of Contract

Section V Annexure and Appendices

The response to the RFP should be uploaded on or before the date and time specified in the GeM portal.

14. The UIDAI reserves the right to reject any or all the Bids in whole or part without assigning any reasons.
15. This “Invitation to Bid” is non-transferable and/or non-assignable under any circumstances.
16. Address for Communication:  
**“Printing and Dispatch of Aadhaar Documents”**  
Director (Tech) (Logistics)  
Headquarters - Unique Identification Authority of India  
6<sup>th</sup> Floor, Bangla Sahib Road,  
Behind Kali Mandir, Gole Market  
New Delhi – 110 001

## PART-II: INTRODUCTION

1. The Unique Identification Authority of India (UIDAI) is a statutory authority established under Section 11 of the Aadhaar ( Targeted Delivery of Financial and Other Subsidies, Benefits and Services ) Act, 2016 (“Aadhaar Act 2016”) on 12 July, 2016 by the Government of India, under the Ministry of Electronics and Information Technology (MeitY)
2. Prior to its establishment as a statutory authority, UIDAI was functioning as an attached office of the then Planning Commission (now NITI Aayog) vide its Gazette Notification No. A-43011/02/2009-Admn I) dated 28<sup>th</sup> January 2009. Later on 12 September 2015 the Government revised the Allocation of Business Rules to attach the UIDAI to the Department of Electronics and Information Technology (DeitY) of the then Ministry of Communications and Information Technology.
3. UIDAI was created with the objective to issue Unique Identification numbers (UID), named as "Aadhaar", to all residents of India that is (a) robust enough to eliminate duplicate and fake identities, and (b) can be verified and authenticated in an easy, cost-effective way. The first UID number was issued on 29 September 2010 to a resident of Nandurbar, Maharashtra. The Authority has so far issued more than 130 crore Aadhaar numbers to the residents of India.
4. Under the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016, UIDAI is responsible for Aadhaar enrolment and authentication, including operation and management of all stages of Aadhaar life cycle, developing the policy, procedure and system for issuing Aadhaar numbers to individuals and perform authentication and also required to ensure the security of identity information and authentication records of individuals
5. The Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 (as amended) and rules and regulations made there under (available at the link <http://www.uidai.gov.in>) provides as a good governance, efficient, transparent and targeted delivery of subsidies, benefits and services, the expenditure for which is incurred from the Consolidated Fund of India/State, to all residents of the country, through assigning unique identity numbers called Aadhaar numbers, thereby providing a legislative backing for Aadhaar.

As per Section 7 of Chapter III of the Aadhaar Act, 2016 “Proof of Aadhaar number necessary for receipt of certain benefits and service, etc”-- The Central Government or, as the case may be, the State government may, for the purpose of establishing identity of an individual as a condition for receipt of a subsidy, benefit or service for which the expenditure is incurred from, or the receipt there from forms part of, the Consolidated Fund of India( or the Consolidated Fund of State), require that such individual undergo authentication, or

furnish proof of possession of Aadhaar number or in the case of an individual to whom no Aadhaar number has been assigned, such individual makes an application for enrolment: Accordingly, various Central government and state government ministries and department would be using Aadhaar to establish identity of individuals and hence demand for Aadhaar and its update is expected to rise.

6. This “Request for Proposal (RFP)” [RFP used interchangeably with Tender] document is therefore intended to invite bids from reputed and reliable companies for “**Printing and Dispatch of Aadhaar Documents**”. UIDAI intends to on board **two (2) PSPs** for printing and Dispatch of Aadhaar Documents and providing other services to residents of India.
7. Two Print Service Providers (PSP), shall be selected through this RFP, who would provide print and dispatch service. It is estimated that UIDAI would print approximately **47 Crore Aadhaar documents** in a duration of **03 (Three) years** from the date on which this contract comes into force. Volume of Aadhaar documents as per estimation will be divided between **PSPs: L1 and L2 (matching L1) bidder in 60:40 ratio.**

### **PART-III: GLOSSARY AND ACRONYMS:**

#### **1. Glossary of Terms**

1. **The Aadhaar Act, 2016**-means Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 as amended from time to time.
2. **AADHAAR/AADHAAR Number** – “Aadhaar number” means an identification number issued to an individual under sub-section (3) & (4) of section 3 of Aadhaar Act, 2016 as amended from time to time.
3. **Authority** – Unique Identification Authority of India (UIDAI).
4. **Resident** – as defined in the Aadhaar Act, 2016 Resident means an individual who has resided in India for a period or periods amounting in all to one hundred and eighty two days or more in the twelve months immediately preceding the date of application for enrolment.
5. **Demographic Information** – includes information relating to the name, date of birth, address and other relevant information of an individual, as may be specified by regulations for the purpose of issuing an Aadhaar number, but shall not include race, religion, caste, tribe, ethnicity, language, records of entitlement, income or medical history;.
6. **Enrolment** - means the process, as may be specified by regulations, to collect demographic and biometric information from individuals by the enrolling agencies

for the purpose of issuing Aadhaar numbers to such individuals under Aadhaar Act, 2016;

7. **Order Aadhaar Reprint (OAR):** refers to paid reprint service of UIDAI where Resident can request Aadhaar letter using registered/alternate mobile number by paying a nominal amount. The Aadhaar letter will be delivered via Speed Post. Currently
8. **Aadhaar Documents-** Refers to the Aadhaar letter sealed in Envelope in case of New enrolment, Demographic Update, Reprint and Order Aadhaar Reprint (OAR Letter).
9. **Resident –** Resident means an individual who has resided in India for a period or periods amounting in all to one hundred and eighty two days or more in the twelve months immediately preceding the date of application for enrolment.

## 2. Acronyms

1. **CIDR –** Central Identities Data Repository
2. **CPPP-** Central Public Procurement Portal
3. **PSP –** Print Service Provider
4. **DoP –** Department of Posts
5. **EID –** Enrolment Identification Number
6. **Gol –** Government of India
7. **GeM –** Government e-Marketplace
8. **PoD –** Proof of Dispatch
9. **PoP –** Proof of Pickup
10. **SLA –** Service Level Agreement
11. **SoW –** Scope of Work
12. **SPOC –** Single Point of Contact
13. **UIDAI –** Unique Identification Authority of India.

## SECTION-II

### INSTRUCTIONS TO BIDDERS

#### PART-I: GENERAL:

<b>1. Definitions</b>	<p>(a) <b>“The Aadhaar Act 2016”</b> shall mean the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the regulations made thereunder as amended from time to time..</p> <p>(b) <b>“Bid”</b> means the Financial Proposal consisting of documents as stipulated in this RFP.</p> <p>(c) <b>“Bidder”</b> means any entity that may provide or provides the Services to the Purchaser under the Contract.</p> <p>(d) <b>“Instructions to Bidders” (Section II of the RFP)</b> means the document which provides interested Bidders with all information required to prepare their bids. This document also details out the eligibility criteria and process for the selection of the PSPs.</p> <p>(e) <b>“GeM Portal”</b> means the Government E-Marketplace Portal of Government of India which facilitates all the Central Government Organizations to publish their Tender Enquiries, Corrigendum and Award of Contract details and facilitate e-tendering.</p> <p>(f) <b>“PSP”</b> means the Bidder/s that has been selected by the Purchaser for execution of the services</p> <p>(g) <b>“Purchaser”</b> means, <b>“Unique Identification Authority of India” (UIDAI)</b> with which the selected Bidder signs the Contract for the Services.</p> <p>(h) <b>“Scope of Work” (SoW)</b> explains the objectives, scope of work, activities, tasks to be performed and the respective responsibilities of the Purchaser and the PSP. It also includes the Service Level Agreement (SLA). A complete elaboration is available in <b>Section III</b> of the RFP.</p> <p>(i) <b>“Standard Contract”</b> means the Annexure-III of Section V of the</p>
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	<p>RFP which provides the standard contract agreement to be signed between the Purchaser and the selected PSP.</p> <p>(j) "Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder's team by virtue of this Contract that is by its nature confidential or by the circumstances in which it is disclosed confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach of this Contract.</p> <p>(k) "Sub-Contractor" means any person or persons or firm/company or their legal representatives, successors, assignees to which part of contract has been sublet by the successful bidder after necessary consent of UIDAI.</p>
<p><b>2. Procedure for Submission of online Bids on GeM Portal</b></p>	<p>i) The bidders are required to submit soft copies of their bids electronically on the GeM Portal duly certified by authorized signatory. The instructions given below are meant to assist the bidders in preparing their bids in accordance with the requirements and submitting their bids online on the GeM Portal.</p> <p>ii) More information useful for submitting online bids on the GeM Portal may be obtained at: <a href="https://gem.gov.in/">https://gem.gov.in/</a></p> <p><b>1. Preparation of bids</b></p> <p>i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.</p> <p>ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Any deviations from these may lead to rejection of the bid</p> <p>iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF format. Bid documents may be scanned with 100 dpi with Coloured/Black and white option which helps in reducing size of the scanned document. However, bidder must ensure that the documents submitted are</p>

	<p>legible.</p> <p><b>2. Submission of bids</b></p> <p>i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to any issues. The system will not permit submission of documents beyond the deadline.</p> <p>ii) The bidder has to upload the required bid documents one by one as indicated in the tender document duly signed by authorized signatory.</p> <p>iii) Bidder has to select the payment option as “offline” to pay EMD as applicable and enter details of the instrument.</p> <p>iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, so as to reach latest by the last date and time of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.</p> <p>v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard Bill of Quantities (BoQ) format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file from GeM portal and submit it accordingly as per the standard process of GeM portal. If the BoQ file is found to be modified by the bidder, the bid will be rejected.</p> <p>vi) Bidder should comply with ‘Make in India’ (MII) guidelines issued by Gol and submit duly filled Annexure XIV for reference.</p> <p>vii) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p>
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	<p><b>3. Assistance to bidders</b></p> <p>i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.</p> <p>Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24x7 GeM Portal Helpdesk. The contact number for the helpdesk is available on <a href="https://gem.gov.in/">https://gem.gov.in/</a>.</p>
<b>3. General</b>	<p>i) All the provisions listed out in the Request for Proposal (RFP) issued by the UIDAI shall be binding upon the participating bidders of this RFP.</p> <p>ii) UIDAI will select PSPs, in accordance with the method of selection as detailed in Part-IV of Section-II "Selection Process".</p> <p>iii) The detailed scope of the assignment/job has been described in the Scope of Work in Section III of RFP uploaded on GeM portal along with bid documents</p> <p>iv) The date, time and address for submission of the bid have been given in GeM portal. Interested Bidders are invited to upload the documents for Pre-Qualification and Financial Bid, strictly as per the provisions laid down in GeM portal.</p> <p>v) The Purchaser is not bound to accept any or all the bids, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p>
<b>3.1 Only one Bid</b>	A Bidder shall upload only one Financial Bid. If a Bidder submits or participates in more than one bid, such bids shall be disqualified.
<b>3.2 Bid Validity</b>	The Bid document available on GeM portal and UIDAI website indicates the period for which the Bidders' Bid must remain valid after the submission date.
<b>3.3 Consortium</b>	Bids received from Consortiums will be rejected. Subcontracting of any work resulting from the tender is not allowed, except where the RFP explicitly allows for the bidder to enter into a contract with a third party.
<b>3.4 Tenure of Contract</b>	i) The tenure of the Contract shall be as specified in 'Data Sheet' at Part-II of Section-II.



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	<ul style="list-style-type: none"><li>ii) Extension of the contract: The contract may be extended as specified in 'Data Sheet' at Part-II of Section-II.</li><li>iii) Termination of the contract: Notwithstanding the allocation of the volume of work during the Contract period and/or tenure of Contract, the UIDAI reserves the right to terminate the contract without prejudice or liability after giving notice as stipulated in GCC and SC.</li></ul>
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<p><b>4. Clarification and Amendment of RFP Document</b></p>	<p>i. Bidders may request a clarification in the RFP document up to the number of days indicated in GeM portal, before the bid submission date. Any request for clarification must be sent by standard electronic means to the Purchaser as indicated in the Para 1 of Section I and Data Sheet (Part-II, Section II).</p> <p>ii. At any time, before the submission of Bids, the Purchaser may amend the RFP by issuing an addendum/corrigendum in writing or by standard electronic means/News papers/UIDAI Website. The addendum/corrigendum issued shall be binding on all Bidders.</p>
<p><b>5. Preparation of Financial bid</b></p>	<p>i) The preparation of the Financial Bid as well as all related correspondence exchanged by the Bidders and the Purchaser shall be in English.</p> <p>ii) The Financial Bid shall be prepared using the attached Standard Form as in BOQ, Annexure-I and Annexure-II. It shall include all costs associated with the Service/Assignment. The financial bid shall not include any conditions attached to it. Any such conditional financial bid shall be summarily rejected.</p> <p>iii) The Financial Proposal/Commercial bid format as in Annexure-II of Section V is also provided as BOQ along with this tender document at <a href="https://gem.gov.in/">https://gem.gov.in/</a> Bidders are advised to download this BoQ as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, bid will be rejected and EMD will be forfeited and Service provider is liable to be banned from doing business with UIDAI.</p>
<p><b>4. Taxes</b></p>	<p>i) The Bidder may be subject to taxes, such as, but not limited to GST, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. Bidders shall mention all such taxes in quoted cost in the financial bid separately as per the format provided.</p> <p>ii) Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs 00.00).</p> <p>iii) The PSP shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred on the contracted Services to the Purchaser. If there is any</p>

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	<p>reduction or increase in duties and taxes due to any reason whatsoever after submission of Bid by the Bidder, the same shall be passed on to the Purchaser or PSP respectively. Bidder shall provide the cost of the services and all applicable taxes separately as per the format provided in the RFP</p>
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<b>7. Earnest Money Deposit (EMD)</b>	<p>i) An EMD of the value as specified in the 'Data Sheet' may be deposited in the form of FDR (Fixed Deposit receipt), in favour of "Unique Identification Authority of India" payable at New Delhi.</p> <p>ii) EMD in the form of Bank Guarantee will also be accepted from any of the commercial banks. The Bank Guarantee may be addressed to the 'Unique Identification Authority of India, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110 001'. The Bank Guarantee should be valid for 45 days beyond bid validly period from the last date of submission of the online bids. <b>The hard copy of the original instrument in respect of EMD must be delivered at the address as mentioned in Data Sheet (Part II of Section-II of RFP) on or before bid opening date and time as specified. Bid will not be accepted if original payment instrument against the submitted bid are not reached by the specified date and time.</b></p> <p>iii) The Micro and Small Enterprises (MSE) as defined in MSE Procurement Policy of Department of Micro, Small and Medium Enterprises or who are registered with the Central Purchase Organization, or with the Ministry of Electronics and Information Technology (MeitY), or Startups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are exempted from submission of EMD. Such Bidders must furnish a valid certificate in this regard along with the bid.</p> <p>iv) Bids not accompanied by EMD shall be rejected as non-responsive.</p> <p>v) No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit.</p> <p>vi) The EMD of the unsuccessful bidders would be returned within 30 days of signing of the contract with the successful bidder.</p> <p>vii) Non compliance of given clauses by successful bidder shall constitute sufficient grounds for the annulment of award, UIDAI through a written notice to the other Party, may declare this contract to be null and void. Purchaser may award the contract to next ranked bidder or may publish new RFP.</p>
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<b>7.1 Forfeiture of EMD</b>	<p>The entire EMD shall be forfeited by the Purchaser in the following events:</p> <ul style="list-style-type: none"> <li>i) If Bidder withdraws its bid during the validity period or any extension agreed by the Bidder thereof.</li> <li>ii) If the Bidder varies or modifies its proposal in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof.</li> <li>iii) If the Bidder tries to influence the evaluation process.</li> <li>iv) If the Bidder/s selected as 'Suppliers' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).</li> </ul>
<b>8. Tender Fees</b>	<b>Tender Fee is waived off as per GFR, 2017 guidelines.</b>
<b>9. Performance Security/Performance Bank Guarantee</b>	<ul style="list-style-type: none"> <li>i) The selected Bidder shall be required to furnish a Performance Security of 10% of the assessed project value of the contract for the bidder estimated on the basis of finalized rates in the form of an unconditional and irrevocable Bank Guarantee or FDR from a scheduled commercial bank in India in favour of 'Unique Identification Authority of India' for the entire period of contract with additional 60 days claim period.</li> <li>ii) Selected PSP shall have to submit additional PS @ 10 per cent of the cost of the additional allocated volume of work, in case such allocation is required.</li> <li>iii) Performance Security shall be submitted by the successful bidder within 15 days of notification of Award of contract but before the signing of the contract.</li> <li>iv) The successful bidder has to renew the Bank Guarantee on same terms and conditions for the period of extension of contract including claim period.</li> <li>v) In the event of the Bidder being unable to service the terms and conditions for whatever reasons, UIDAI shall have the right to invoke the performance security. Notwithstanding and without prejudice to any rights whatsoever of UIDAI under the contract in the matter, the proceeds of the performance security shall be payable to UIDAI as compensation for any loss resulting from the Bidder's failure to comply/perform its obligation under the contract.</li> <li>vi) UIDAI shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the</li> </ul>

	<p>contractual obligation for which the Bidder is in default. UIDAI shall also be entitled to make recoveries from the Bidders bills, performance security, or from any other amount due to inadvertence, error, collusion, misrepresentation or misconduct.</p> <p>vii) Performance Security would be returned after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract.</p> <p>viii) On submission of this Performance Security and after signing of the contract, the FDR/bank guarantee submitted towards EMD would be returned in original.</p>
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<p><b>10. Submission, Receipt and Opening of Bids</b></p>	<p>i) An authorized representative of the Bidder shall initial/sign all pages of the original Financial Bid before uploading on GeM portal. The authorization shall be in the form of a written power of attorney or board resolution in the name of the authorized signatory and Financial Bid demonstrating that the representative has been duly authorized to sign.</p> <p>ii) For instructions on bid preparation and checklist of documents required for bid submission please refer Part-V of Section-II.</p> <p>iii) Bids shall be submitted online only at GeM portal: <a href="https://gem.gov.in/">https://gem.gov.in/</a></p> <p>iv) Bidder should comply with 'Make in India' (MII) guidelines issued by Gol and submit duly filled Annexure XIV for reference.</p>
<p><b>11. Right to Accept/ Reject the Bid</b></p>	<p>The Purchaser reserves the right to accept or reject any Bid and to annul the RFP process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicants(s) of the grounds for such decision. The purchaser reserves the right to reject incomplete or incorrect bids.</p>
<p><b>12. Public Opening and Evaluation of Financial Bids</b></p>	<p>i) Financial bids shall be opened on the date &amp; time specified in the Schedule as per GeM portal</p> <p>ii) The Purchaser reserves the right to correct any computational errors. If there is a discrepancy between the unit cost and total cost (unit cost multiplied by volume), unit cost will be considered as final number and also in case of discrepancy between words and figures, words will be considered as final figure.</p> <p>iii) Award of contract to the qualified bidder will be done as per the process defined in Part-IV of section-II.</p>
<p><b>13. Disqualification</b></p>	<p>1. Purchaser has the sole discretion to disqualify any applicant and at any time during the evaluation of application, if the applicant:</p> <p>i) Submitted the application after the response deadline:</p> <p>ii) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;</p> <p>iii) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any</p>

	<p>project in the preceding three years.</p> <p>iv) Submitted an application that is not accompanied by required documentation or is non-responsive;</p> <p>v) Failed to provide clarifications related thereto, when sought;</p> <p>vi) Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;</p>
<p><b>14. Award of Contract</b></p>	<p>i) The Purchaser shall issue a 'Letter of Award of contract' to the selected Bidders after acceptance of work plan</p> <p>ii) The Bidders will sign the contract within 15 days of notification of Award of contract.</p> <p>iii) The Selected Bidders are expected to commence the services within 30 days of signing of Contract. In case the winning Bidder fails to start the services within 30 days of signing of contract, then the Purchaser may exercise the right to cancel the award of work to the selected bidder and award to the next ranked bidder or cancel the RFP, as the case may be. In exceptional cases UIDAI may grant extension if the delay is due to reason not in control of the PSP.</p> <p>iv) Pre-Contract Integrity Pact (as per page. 105 of UIDAI Procurement Manual 2021 dated 01.11.2021) as per <b>Annexure XV</b></p> <p>v) <b>No Claim Certificate-</b> The PSPs shall not be entitled to make any claim whatsoever against the Purchaser under or by virtue of or arising out of this contract, nor shall the Purchaser entertain or consider any such claim, if made by the PSPs after it shall have signed a "No claim" certificate in favour of the Purchaser in such forms as shall be required by the Purchaser, after the works are finally accepted.</p> <p>vi) Before commencing the Services under the Contract and as required thereafter, the PSPs shall obtain all applicable permits and licenses required to carry out its obligations under the Contract and all the statutory payments are to be borne by the Service Provider.</p>
<p><b>15. Termination of Contract</b></p>	<p>Notwithstanding the duration of the contract/ allocation of volume of work, the termination of the Contract is subject to the conditions as stipulated in General Conditions of Contract.</p>



**PART-II: DATA SHEET:**

<b>Paragraph Reference</b>	<b>Details</b>
3. iv	<p><b>Name and Details of Purchaser:</b></p> <p>The Chief Executive Officer, Headquarters - Unique Identification Authority of India 9<sup>th</sup> Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market New Delhi – 110 001</p>
3. iv	<p><b>The Bid submission address is:</b></p> <p>“Printing and Dispatch of Aadhaar Documents”</p> <p>Director(Tech) (Logistics) 6<sup>th</sup> Floor, Headquarters - Unique Identification Authority of India Bangla Sahib Road, Behind Kali Mandir, Gole Market New Delhi – 110 001</p> <p>(Original Instruments of EMD, <b>Aadhaar letter Samples and Video in form of Pendrive/USB drive</b> must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the GeM portal.)</p>
3.2	Bid Validity period is indicated in the GeM portal.
3.4(i)	<p><b>Tenure of Contract:</b></p> <p>The contract shall be in force for <b>03 (Three years)</b>. In case the volume exceeds the estimate during the tenure of the contract (including extended period) appropriate additional PS will be rendered by the selected bidder.</p>
3. 4 (ii)	<p><b>Extension of Contract:</b></p> <p>With reference to the Clause 3.4(i) above, on culmination of contract, UIDAI may extend the contract by a period of one year or part thereof at the same rate, terms and conditions subject to satisfactory performance by the Bidder.</p>

4.	<p>Clarifications may be requested not later than the date defined in the Schedule. Clarifications may be e-mailed (only) to the following address:</p> <p><a href="mailto:letter@uidai.net.in">letter@uidai.net.in</a></p> <p>(bidders are requested to send their official email-ids on the email given above to receive VC link to join Pre-bid meeting as per schedule)</p> <p>(The clarification will be given on the GeM portal only).</p> <p>All email must have "Pre Bid queries: <b>FOR PRINTING AND DISPATCH OF AADHAAR DOCUMENTS</b> as subject of email."</p>
7	<p><b>EMD Amount is Rs 3.29 crore</b> (Rupees Three crore Twenty Nine Lakhs only) as per GeM guidelines</p>
8.	<p>Tender Fee is not applicable as per GFR, 2017</p>
9.	<p>Performance Security will be <b>10%</b> of the Contract value for each bidder</p>

**PART-III: ELIGIBILITY CRITERIA**

Evaluation of Pre-qualification criteria will be as per the information/response provided by the bidders against Pre-qualification criteria along with the relevant supporting documents.

**Important:** Those PSPs who do not qualify Pre-Qualification Criteria(S) will not be considered for any further processing and are liable to be rejected.

**TABLE 1. CRITERIA FOR PRE-QUALIFICATION**

1	Name of the Bidder	
2	Mailing address	
3	Telephone and Fax Number	
4	E-mail address	
5	Name and designation of the person authorized to make commitments to UIDAI (Certificate of Authority to be provided)	
6	Year of establishment of firm	
7	Other financial activities of the firm/ company	

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
1	Company registered in India under the Companies Act 1956/Companies Act, 2013.	Certificate of Incorporation/Registration		
2	Average annual turnover of at least <b>Rs 82.25 Crore</b> (Rupees Eighty Two Crore Twenty Five Lakh) from the core printing operation within India only, during the previous three financial years i.e. years (2018-19, 2019-20 and 2020-21).	Certified copies of audited financial statements & annual report for the immediately preceding three financial years i.e. (2018-19, 2019-20 and 2020-21).		
3	Should have filed income tax returns for the three financial years, (2018-19, 2019-20 and 2020-21)	Certified copies of the ITRs filed by the entity for the immediately		

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
		preceding three financial years i.e., years (2018-19, 2019-20 and 2020-21).		
4	The bidder should not be blacklisted or debarred banned from participating or carrying out business with the UIDAI or the Ministry of Electronics & IT or the entire Central Government at the time of the submission of the bid. An undertaking from the bidder, in this regard, should be submitted. A similar ban subsequent to the submission of the bid, but before the award of the contract shall also disqualify the bidder.	Certificate from the whole-time Company Secretary or authorized signatory of the bidder entity		
5	Should have an 'installed capacity' of not less than <b>Five lakh per day</b> in printing, enveloping and handling of similar Letters and delivery at the designated point(s).	Self Certification		
6	The bidder must have successfully "completed" OR "completed part of the ongoing" variable data printing and barcode project(s) during last five years awarded by Government/PSUs/Banks/Autonomous Bodies of the following values as on <b>31.03.2021</b> (a) one project costing not less than <b>Rs 80 Crore</b> Or (b)Two projects costing not less than <b>Rs 50 Crore</b> each Or (c) Three projects costing not less than <b>Rs 40 crore</b> each.	"Satisfactory Work Completion "Certificate(s) with date from the client / CA / CS pertaining to the value of work done as on <b>31.03.2021</b>  Also provide client reference(s) detailing Name, Designation, Phone and Email Ids.		

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
7	The bidder should have ISO 27001 certification of the suggested printing location at the time of bid submission.	Copy of the certification valid on date of bidding		
8	The Bidder should have the capability to print in atleast 6 regional languages.	Self certification duly signed by authorized signatory along with Client certificates.		

**Note: Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.**

Bidders successful at Pre-Qualification stage may be asked to make a Presentation showcasing their capacity cum capability and technical competency

The UIDAI reserves the right to visit any or all of the short-listed bidders for a physical verification of stated capacities and capabilities. Discrepancy between stated capacity/capabilities and site verification shall result in immediate disqualification.

**TABLE 2. TECHNICAL EVALUATION CRITERIA**

The bid will be evaluated based on the weightings and parameters as mentioned in Technical Evaluation Criteria. Bidder will have to score a minimum qualifying score of 70 marks to be considered for Commercial Evaluation.

S. No.	Criteria	Max. Score	Marks	Documents submitted
1	Capability and Profile	35		
1.1	Infrastructure Quality – 10 Marks	10		
	Space available, free & utilized (Minimum free space required 500 sq. meters)		3	
	Space connectivity (by road, rail and air)		2	
	Physical security etc Round the clock security provision. CCTV surveillance Cameras at all strategic location (both inside and outside the premise) with 15 days recording facilities. Entry only through biometric/Card punching system.		5	
1.2	Quality of Machines (How to meet the required output per day with working sheet) – 15 Marks (Specified format provided in Annexure VIII)	15		
	Automation		3	
	Computerization		3	
	Production in volumes		6	
	Integration of processes		3	
1.3	Quality/experience of Technical personnel (preferably more than three years experience)– 10 Marks (Annexure IX)	10		
	(i) Project Manager		4	
	(ii) IT Team		2	
	(iii) Operation Team		4	

S. No.	Criteria	Max. Score	Marks	Documents submitted
2	Past experience of the Firm	35		
2.1	Average Annual Turnover from the variable data printing operations within India only, during the previous three financial years (2018-19, 2019-20 and 2020-21): (Annexure X)	15		
	(i) $\geq$ Rs 82.25 Cr but $<$ Rs 120 Cr		10	
	(ii) $\geq$ Rs 120 Cr but $<$ Rs 140 Cr		12	
	(iii) $\geq$ 140 Cr		15	
2.2	Value of SINGLE successfully "completed" OR "completed part of the ongoing" variable data printing in multiple languages projects during last five years awarded by Government/PSUs/Autonomous bodies/Banks as on 31.03.2021: (Annexure XI)	5		
	(i) $\geq$ Rs 40 Cr but $<$ Rs 50 Cr		2	
	(ii) $\geq$ Rs 50 Cr but $<$ Rs 80 Cr		3	
	(iii) $\geq$ 80 Cr		5	
2.3	Number of successfully "completed" OR "completed part of the ongoing" variable data printing projects (Value $\geq$ Rs 40 Cr) during last five years awarded by Government/PSUs/Autonomous bodies/Banks as on 31.03.2021:	10		
	1 – 3		5	
	4 – 7		8	
	$>$ 7		10	
2.4	One or more ongoing contracts in which letters are dispatched through DoP as franked articles and Speed post service – 5 marks	5	5	
3	Presentation for Proposed Methodology	30		
3.1	Printing Solution and article tracking capability		10	

S. No.	Criteria	Max. Score	Marks	Documents submitted
3.2	Quality of proposed MIS		05	
3.3	Physical and Data Security		05	
3.4	Innovation and features beyond proposed requirements		10	
		100		
<p>All bidders who meet the Pre-Qualification criteria may be invited to make a 30 minute presentation.</p> <p>Bidder should submit 20 Samples of Aadhaar Documents (Regular Aadhaar and Bal Aadhaar with regular envelope) as per specifications in RFP. UIDAI Reserves the right to get it checked from Government testing labs. Any deviations from specifications may result in disqualification.</p>				

**Note: Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the CS/authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.**

**Important:**

- i) Bidder must submit the presentation and video detailing the facilities (in-line with UIDAI requirements) of the proposed location(s) with the online bid. Video of the proposed location (s) in form of Pendrive/USB drive must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the GeM portal.
- ii) UIDAI reserves the right to visit the Printer's premises and include the same for evaluation.
- iii) Discrepancy between stated capacity/capabilities and site verification shall result in immediate disqualification.

**PART-IV: SELECTION PROCESS:**



**Evaluation of Proposals: The evaluation of the proposal will be done in 2 parts:**

1. **Preliminary Scrutiny:** Each proposal will be scrutinized by a Screening Committee of UIDAI to determine whether the documents have been properly signed, all relevant papers submitted and the proposal is in order. Proposals not conforming to such requirements will be prima facie rejected.
2. **Pre-Qualification:** The minimum qualifying criteria mentioned in Table-1 at Part-III of Section-II will need to be met to be considered for technical evaluation.
3. **Technical Evaluation:**
  - a. The bid will be evaluated based on the weightings and parameters detailed in Table-2 at Part-III of Section-II. Based on the "Evaluation Parameters", points shall be awarded and Total Technical Score (TS) computed for each bid.
  - b. All bidders who meet the Pre-Qualification criteria, may be invited to make a maximum of 30 minute Presentation, as part of the Technical Evaluation as indicated in **Table-2 at Part-III of Section-II**. The presentation must contain a video of the actual printing facilities available (as per the requirement of this RFP) at the proposed site/s. Presentation should be submitted online along with bid.
  - c. In order to qualify as 'Technically Qualified Bidder' (TQB), the bidders should have scored a minimum of 70 marks. Only TQBs with minimum of 70 marks will be considered for Commercial Evaluation.
  - d. UIDAI officials may visit the site/facility of the bidder for evaluation of Technical details submitted by the bidder. Misrepresentation/falsification of details submitted shall render the bidder disqualified.

**SELECTION OF SERVICE PROVIDERS:**

1. The Financial Bids of only the 'Technically Qualified Bidders' will be opened to prepare first list of L1, L2 etc as per GeM portal guidelines.
2. The lowest rate L1, received from a qualified bidder will be treated as the "**Discovered Rate**" after Reverse Auction (RA) process concluded as per GeM portal guidelines.
3. Once the L1 bidder is identified, the bidder at L2 will be given first rights to match the L1 rate in order to receive an order for carrying out the services.
4. In case, L2 is unable to match the rate quoted by L1, the option shall be passed to L3, this process will be repeated moving from L3 to L4 and so on, till two most successful bidders emerge, each offering the service at the discovered rate.

5. In the interest of time, the bidders from L2 to the highest will be asked to match the Discovered Rate simultaneously, as per **Annexure IV** or express inability to do so as per **Annexure V** of **Section V** of this RFP.
6. In case of a tie:
  - A. In case of a tie between 2 bidders at L1 level (Discovered Rate), no further bid will be considered for L2. Bidder with Higher Technical Score will be treated as L1 (Discovered Rate) and other as L2 (Matching L1). Remaining qualifying bidders will be treated as L3 and so forth.
  - B. In case of a tie among 3 or more bidders at L1 level, no further bid will be considered for L2. Bidder with highest technical score will be considered as L1 and next to highest Technical Scorer will be considered as L2. Rest will be treated as L3 and so forth.
  - C. In case of a tie between 2 qualifying bidders at L2 level, Bidder with Higher Technical Score will be treated as L2.
7. In case one bidder qualifies after the technical evaluation, UIDAI will have right to select the single qualified bidder or cancel the RFP. In case UIDAI decides to continue with single qualified bidder, the entire volume may be allocated to the single qualified bidder for the contract period.
8. The UIDAI reserves the right to call for a re-tender in case UIDAI decide to cancel the previous bid with only one selected Supplier, to select a total of two firms for execution of the project.
9. Bidders need to provide their financial bid as per the format provided in the RFP. Financial evaluation shall be conducted on the basis of the unit rate quoted by the respective bidders.

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## **PART-V: INSTRUCTIONS ON BID PREPARATION AND DOCUMENTS CHECKLIST:**

### **1. Online Bids Submission Process**

The bid shall be submitted Online (complete in all respect). It must be uploaded on <https://gem.gov.in/> After opening of commercial bid, Selection of bidders will be done as **L1 (Discovered Rate) and L2 (Matching L1)**.

1. All the pages of bid being submitted must be signed by the authorised signatory and sequentially numbered by the bidder irrespective of nature of content of the documents and must contain the list of contents with page numbers before uploading. All the files mentioned above should be in .pdf format.
2. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter. Original Instruments of EMD, **Aadhaar letter Samples and Video in form of Pendrive/USB drive** must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the GeM portal.

### **1. FINANCIAL BID FORMS**

1. The bidder shall quote the unit price which would include "Aadhaar/ Bal Aadhaar Letter + Envelope (as per specifications mentioned in RFP) including incidental costs/other expenses" as per the Scope of Work given in Section III. However the taxes shall be excluded from the cost for the purpose of evaluation. Taxes should be mentioned separately in the financial bid format provided in the RFP.
2. Bidder must quote only one cost. Cost shall be provided up to two decimal places.
3. Bidder shall also separately mention all the statutory taxes, levies, duties etc. The 'Cost' should be exclusive of all taxes, such as, but not limited to, GST, Service tax, duties, fees, levies etc.

### **2. FINANCIAL BID COVERING LETTER**

The Bidders shall submit the Financial Bid Covering Letter as given in Annexure I of Section-V.

**3. FINANCIAL BID FORM**

The Bidders shall submit online the Financial Bid Form as given in Annexure-II along with covering letter as specified in Annexure-I. Financial Bids which are not submitted as per the Financial Bid Forms shall be summarily rejected. Any conditional bids shall also be summarily rejected during the evaluation of the financial bids.

**4. CHECKLIST**

<b>S. No.</b>	<b>Category</b>	<b>Detailed description</b>	<b>Compliance (Yes/No)</b>
1.	Pre-Qualification Criteria	Signed and scanned copy of List and Supporting Documents as per Table-1 of Part-III of Section II as per Annexure XIII  Earnest Money Deposit	
2.	Technical Evaluation Criteria	Signed and scanned copy of List and Supporting Documents as per Table-2 of Part-III of Section II + copy of presentation + copy of video	
3.	Commercial/Financial Bid	Commercial/Financial bid filled out in the formats as specified in Annexure II schedule of price bid in the form of BOQ & Annexure I of Section-V.	

## SECTION-III

### SCOPE OF WORK

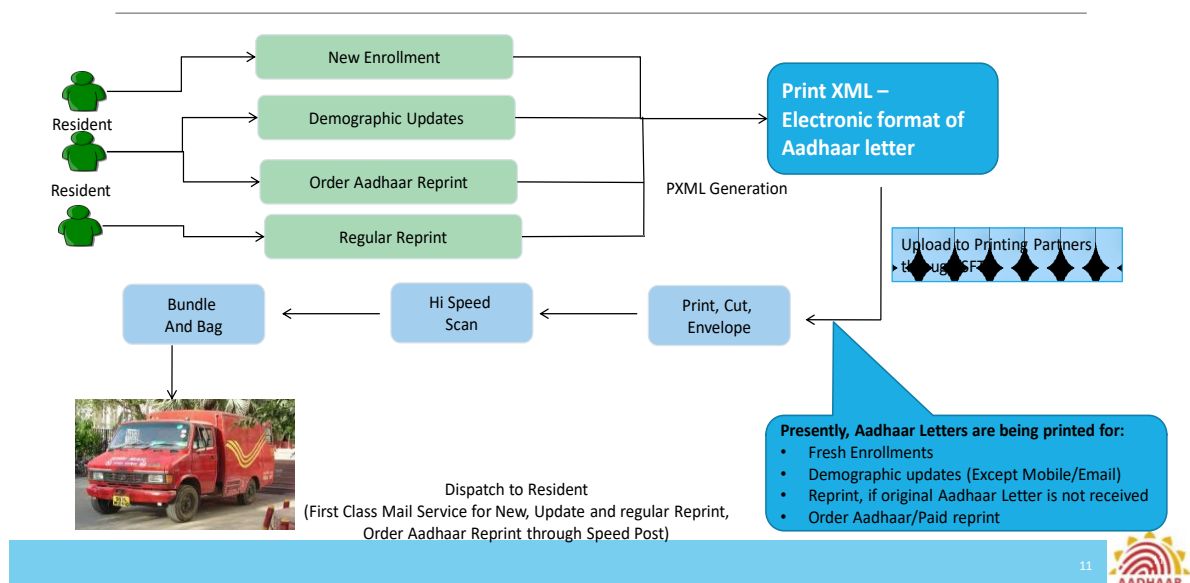
#### PART-I: DESCRIPTION OF SERVICES

##### 1. General

After selection of Service Providers through this RFP process, the new Service Providers will be required to deliver the services as per the requirements detailed in this section.

UIDAI estimates to print approximately **47 Crore Aadhaar documents during a period of three years** at the rate of approximately **5 lakh documents per day**. This work is expected to be distributed across **2 (two) printing firms** in the ratio of 60:40 (L1 will be allocated 60 % of the total volume and L2 will get rest of the 40%) Each Service Provider is expected to have the ability to ramp up by **25% to 40%** more per day printing capacity than the existing capacity within **4 weeks and 8 weeks** of intimation of the same by UIDAI, respectively. This ramp up in printing capacity shall be within the overall printing volume allocation and will not entitle the Service Provider for any additional volume allocation. In case the volume exceeds within the tenure of the contract, appropriate PS@10% of contract value as per the exceeded volume.

### Process Flow



## 2. RECEIVING OF DATA FROM UIDAI

The data for printing shall be provided to the Service Provider in Unicode XML (Extensible Markup Language) file format or an equivalent electronic format as specified by UIDAI. The estimated size of each file is expected to be approximately 75 KB.

The Service Provider shall have to provision for dedicated leased line(s) between the print facility/facilities and UIDAI's Data Centers.

UIDAI DATA CENTER ADDRESSES	
CA Site, No-1, NTI Layout, Rajiv Gandhi Nagar, Tata Nagar Entrance, Kodigehalli, Bangalore – 560092	Plot No.1, Sector M2, IMT, Manesar, Gurgaon, Haryana – 122050

The bandwidth of the lease line should be capable of transferring electronic data, equivalent to the day's printing, in 10 to 15 hours.

The data transfer shall be on SFTP (Secure File Transfer Protocol). The SFTP download/upload client shall be provided or specified, as the case may be, by UIDAI to the Service Provider and the Service Provider shall install the same SFTP client at its printing premises and use it for download/upload of data from/to UIDAI. The installed SFTP client shall be used exclusively for UIDAI work.

## 3. SECURITY OF DATA

- a) Ensuring Security of electronic data provided by the UIDAI is of paramount importance. In addition to the standard guidelines of the Government of India on Data Security, the Security Guidelines issued by UIDAI on the subject and those under the Aadhaar (Targeted delivery of financial and other subsidies, benefits and services) Act, 2016 and the regulations thereunder needs to be followed. Any other instructions on Data Security issued by UIDAI from time to time will have to be adhered to strictly.
- b) The service provider has to comply with the existing Information Security Guidelines of UIDAI (Ref Para 7 of this Section) and those as relevant under Aadhaar Act 2016. These are updated periodically as per requirement and at all times.

- c) The data received by Service Provider will be digitally encrypted by UIDAI using HSM (Hardware Security Module). **The Digital Certificate / HSM required for data encryption will be procured by the Service Provider (PSP)** and its public key shared with UIDAI. Its public key shall be provided to UIDAI for encrypting the data.

#### 4. PROCESSING OF DATA RECEIVED FROM UIDAI

The Service Provider shall be provided Aadhaar Documents in following varieties viz:

1. New Aadhaar Enrolment Document
2. Update Aadhaar document on modification of Resident details
3. Reprinted Aadhaar document
4. Order Aadhaar Reprint or in any other form as decided by UIDAI

The Service Provider is expected to identify each document type, process and print it according to the defined process for the document type. The document identifier shall be provided in the data file.

The Service Provider shall deploy defensive check mechanisms for verifying the integrity of data received from UIDAI. The Service Provider is expected to validate the data file structure, verify the mandatory fields as specified by UIDAI and print only unique records, unless otherwise specified by UIDAI. The verified error records are assigned a reason, skipped (not processed for printing) and written to the skipped file thereby creating a MIS report for all the records skipped for printing. The Reason for skipping records shall be specified by UIDAI. MIS for such **skipped file** is to be prepared in the format as specified in Appendix – B and submitted to UIDAI on daily basis.

#### 5. SORTING OF DATA

The Service Provider is expected to have in-place sophisticated 'Collating and Sorting software' which is capable of collating and sorting the electronic data to ensure high efficiencies in printing and dispatch of Aadhaar Documents.

The Service Provider is also required to sort the received data Pincode-wise. This is to ensure grouping together of all the documents meant for delivery to one Pincode. The other variables for sorting of data may be specified by UIDAI from time to time and the same needs to be complied by the Service Provider.

In-addition, a unique document tracking barcode shall be provided or specified, as the case may be, by UIDAI to the Service Provider and which needs to be printed on every individual document printed. The Service Provider shall

be allotted a series of such barcodes and is expected to print the barcodes on the documents from the allotted series only. For each Aadhaar document printed, corresponding to an EID (Aadhaar Enrollment Identification) number, a unique document tracking barcode will be allocated by the Service Provider to the document. The Service Provider is to ensure the uniqueness of Aadhaar document-barcode relationship. Any non-unique relationships shall be treated as duplicate printing, unless otherwise specified/communicated/agreed by UIDAI, and shall be liable for deduction from invoice submitted to UIDAI for payment.

## 6. PRINTING OF AADHAAR DOCUMENT

The Aadhaar Letter and envelope needs to be printed to the quality and specifications as mentioned in Appendix-A. The printing of Aadhaar documents will be done on 4 colour full variable process. **All printing work is to be done by using laser printing technology only.** The variable data would include all official/regional languages of India. The Service Provider will be required to print documents in all official/regional languages of India.

## 7. INFORMATION SECURITY GUIDELINES

Information security guidelines applicable to Service Provider/Print Service Provider (PSP) as outlined in the UIDAI Information Security Policy Document shall apply to MIS applications. The PSP shall ensure the confidentiality, integrity and availability of UIDAI related data and services. The Information Security directives applicable to these PSP has been categorised as below.

- i. Human Resources
- ii. Asset Management
- iii. Access Control
- iv. Password Policy
- v. Cryptography
- vi. Physical and Environmental Security
- vii. Operations Security
- viii. Communications Security
- ix. Information Security Incident Management
- x. Compliance
- xi. Change Management

The brief IS guidelines for each individual area/category have been provided in **Annexure XII** and detailed guidelines will be shared with the selected Service Provider



## **8. ON-REQUEST PRINTING**

UIDAI envisages on-request printing of Aadhaar Documents (Enrollment/Update) . The requests for the same shall be facilitated by the UIDAI.

The Service Provider is expected to accord due importance to the printing of such documents. The standard operating procedure for printing of such documents shall be specified by the UIDAI and will be binding on the Service Provider. Any integration with existing systems / applications / database of UIDAI for executing on-request printing of Aadhaar Documents will need to be carried out by the Service Provider.

## **9. ORDER AADHAAR PRINTING**

Order Aadhaar Reprint (OAR) is premium service of UIDAI where Resident can pay a nominal charge and order Aadhaar document following the procedure mentioned therein.

Selected L1 Bidder is required to print OAR Requests on priority and dispatch via mode as advised by UIDAI. L1 is also required to sort Order Aadhaar Reprint requests in a systematic way and print the requests on priority.

The PSP is required to furnish details on daily basis with respect to data downloaded and Print & Dispatch. Also the booking files would be uploaded on daily basis as and when dispatches happen as per the formats at appendix D.

## **10. LAMINATION, ENVELOPING AND HIGH SPEED SCANNING**

The Aadhaar Letters, which require lamination, are to be laminated through duly automated duplex lamination process and to the quality and specifications as mentioned in Appendix-A.

The Aadhaar Letters, which require enveloping, are to be enveloped through completely automated process and the envelopes are to be fabricated to the quality and specifications as mentioned in Appendix-A.

The enveloping/insertion process needs to be completely automated. The Service Provider is to ensure that the full delivery address, dispatch barcode and the tracking barcode are visible through envelope window after Aadhaar Letter insertion into envelope. No other information shall be visible through the envelope window.

All the Aadhaar Letters, duly inserted in an envelope, needs to be scanned for generation of 'Dispatch Manifest' through high speed scanner. The process of scanning and 'Dispatch Manifest' generation needs to be completely automated.

## 11. MODE OF DISPATCH

The dispatch of Aadhaar documents may be through below mentioned modes as prescribed by UIDAI:

- 1. First Class Franked Mail service of Department of Posts**
- 2. Any other mode as advised by UIDAI including Speed Post or Private Courier service**

UIDAI will specify the 'Dispatch Mode and the 'Delivery Partner' for the document dispatch and delivery. However, for the default mode of dispatch, UIDAI has discerned 'First Class Franked Mail service of Department of Post' with the right to invoke any other mode of dispatch as specified in this document in case of such exigency circumstances with an aim to ensure Business Continuity.

### FIRST CLASS FRANKED MAIL

The dispatch of the Aadhaar Documents through the First Class Mail, duly franked, is done by the Department of Posts. The Service Provider will be required to do the Digital Franking, with required postage, of the printed Aadhaar Documents which are to be dispatched through the First Class Mail. The Service Provider shall have a valid commercial license issued to him, for undertaking digital franking, by the Department of Posts.

Each document will have to be franked on Digital Franking machine with applicable postage rate. **For undertaking the franking/dispatch activity, the Service Provider shall be provided a flat fee of 3% of discovered rate for printing of Aadhaar documents.** The postage / first class franking charges by DoP will be borne by UIDAI including any incidental changes like handling, etc., as applicable. Irrespective of the name on the license of franking machine(s) due to ownership of franking machine(s), **any rebate whether commercial or statutory in nature received from Department of Post by the PSP under Standard Operating Procedure dated 05.08.2010 issued by Department of Post or any amendment made thereto or pursuant to any similar order, rule, notification or direction etc. made from time to time shall be passed on to UIDAI. Any variation made in percentage of rebate being received from the DoP from time to time (at present 3% on franking value + 2% on pin-code wise sorting) shall also be passed on to UIDAI. In this regard the selected PSPs have to submit an undertaking as per Annexure XVI.**

Franking machines are to be pre-loaded with funds by the Department of Posts. For issuance of funds to the Department of Posts, the Service Provider is to

intimate UIDAI (by email/letter) 15 working days in advance and is to ensure avoidance of stoppages in franking/dispatch process. The Service Provider will sort and bundle and bag the documents on Pincode basis after Digital Franking of the printed Aadhaar Documents. The bundled and bagged Aadhaar Documents will be presented by Service Provider for dispatch to the Department of Posts.

For each Aadhaar document printed, corresponding to an EID (Aadhaar Enrollment Identification) number, a unique document tracking barcode will be printed by the Service Provider on every individual document. For the Aadhaar documents dispatched through the process of franking, UIDAI shall be installing applications at the printing machines/premises for monitoring and auditing the franking process. The Service Provider is expected to facilitate such installation/s.

The proof of hand over of Aadhaar documents to the Department of Posts by the Service Provider for dispatch will be receipt of signed / acknowledged 'Franking Docket' from the Department of Posts.

For each completed job of franking, dockets/manifest is generated which accompanies each consignment of franked documents given for dispatch to the Department of Posts and is signed by the Department of Posts on receipt of the materials at their premises. These dockets must be submitted to UIDAI on daily basis along with docket details and fund summary. The same must also accompany the invoices being submitted towards printing charges for the documents dispatched through the process of franking.

### **SPEED POST**

The dispatch of the Aadhaar Documents through Speed Post is done by the Department of Posts. The documents are booked for Speed Post dispatch under the BNPL (Book Now Pay Later)/any other scheme of the Department of Posts. The Service Provider will be required to register itself/printing premises with the Department of Posts for BNPL/other facility and issuance of unique EMS (Express Mail Service) barcode series. UIDAI shall facilitate such registration of the Service Provider with the Department of Posts and issuance of EMS barcode.

For each Aadhaar document printed, corresponding to an EID (Aadhaar Enrollment Identification) number, a unique document tracking barcode will be printed by the Service Provider on every individual document. In addition to the unique document tracking barcode, an EMS/Speed Post barcode will also be printed on Aadhaar documents which are to be dispatched through the Speed Post mode. As such, all the Aadhaar documents which will be dispatched through the Speed Post mode shall be printed with one unique document tracking barcode and the other EMS/Speed Post barcode.

Such Pincode-wise grouped and printed documents will be bundled and bagged

together and presented by Service Provider for dispatch to the Department of Posts for booking and dispatch by Speed Post.

Documents presented for dispatch to particular Branch Office of the Department of Posts needs to include a 'Manifest', in three (3) copies, which records the EMS/Speed Post barcode printed on Aadhaar document, Bag details and the corresponding Pincode details. This manifest also serves as a reference list for acknowledging the dispatch receipts of documents. Format for such manifest/s will be specified by UIDAI / Department of Posts and shall be binding on the Service Provider. The Service Provider shall also be required to print the Bag Tag and present along with the bags to be dispatched.

An electronic file, uniquely mapping an EID (Aadhaar Enrollment Identification) number to its EMS/Speed Post barcode number, will need to be generated by the Service Provider. This file called the 'Booking File' will be shared with the Department of Posts on a daily basis for booking and dispatch of Aadhaar documents.

The proof of hand over of Aadhaar documents to the Department of Posts by the Service Provider for dispatch will be receipt of signed / acknowledged 'Manifest' from the Department of Posts.

If the Service Provider provides the required space, the Department of Posts may establish its collection facility within the Service Provider's (printing) premises.

The proof of dispatch of documents will be 'uploading' of dispatch information on the SpeedNet server of the Department of Posts. The upload on SpeedNet is to be enabled from the nearest speed post location.

### **PRIVATE COURIER SERVICE**

The dispatch of the Aadhaar Documents through the courier mode will be done by the 'Delivery Partner' nominated by UIDAI.

The Pincode-wise grouped documents will be bundled and bagged together and presented by the Service Provider for dispatch to the UIDAI nominated courier service.

Documents printed for delivery at particular Pincode needs to include a 'Dispatch Manifest', in three copies, which records the unique document tracking barcode printed on Aadhaar documents. This manifest also serves as a reference list for acknowledging the dispatch receipts of documents. Format for such manifest/s will be specified by UIDAI and shall be binding on the Service Provider.

In additional to the unique document tracking barcode; a courier service barcode

will also be printed on Aadhaar documents which are to be dispatched through the courier mode. As such, all the Aadhaar documents which will be dispatched through the courier mode shall be printed with 2 (two) barcodes, one unique document tracking barcode and the other courier service barcode.

The Courier service provider is expected to pick-up on a daily basis the printed documents offered by the Service Provider for dispatch, from the designated print locations or from any other location/s (pick up point) as decided by UIDAI after duly acknowledging the receipt by submitting a signed / acknowledged copy of the 'Dispatch Manifest' to the Service Provider.

The proof of hand over of Aadhaar documents to the courier service provider by the Service Provider for dispatch will be receipt of signed / acknowledged 'Dispatch Manifest' from the Courier Service Provider.

The proof of booking and dispatch of documents shall be the upload of booking information on the 'Booking Portal' of the courier service thereby indicating that the documents have been received by courier service for delivery. If any document is not present on the 'Booking Portal' of the courier service, the same shall be deemed as not printed.

If the Service Provider provides the required space, the courier service provider may establish its collection facility within the Service Provider's (printing) premises.

## **12. MIS REPORTS**

The Service Provider is required to provide a web based portal for viewing the stage- wise progress of data download, printing, franking, bagging and handover of the Aadhaar documents to the delivery partner. Capability to track every single Aadhaar document at every stage must reflect on a Real Time MIS based monitoring system. Suitable periodic reports would also need to be available at the portal and customized report generation on parameters like date range, language, region, activity stage and other parameters should be possible online. Formats of such report shall be specified by UIDAI. The Service Provider shall provide the Web access of this facility to UIDAI.

Specific MIS reports for 'Order Aadhaar Reprint'/other priority printing are also required on Daily/weekly/monthly basis as advised by UIDAI with indicative format specified in Appendix D.

The Service Provider shall also provide a consolidated report for daily printing and dispatch activity over electronic mail. Formats of such reports shall be specified by UIDAI.

Apart from online portal, the Service Provider shall also provide a daily 'Printing MIS'. An indicative format is placed at Appendix- C.

Any integration with existing database/s of UIDAI would need to be carried out by the Service Provider.

### **13. PURGING**

The data for printing shall be provided to the Service Provider in Unicode XML (Extensible Markup Language) file format or an equivalent electronic format as specified by UIDAI. After successful printing and dispatching, the Service Provider shall install systems that automatically purge the databases containing resident data in an automated and systematic mechanism in a periodic manner to be decided by UIDAI. After completion of purging activity, UIDAI may undertake physical inspection for verification of completion of purging process and ensuring compliance of procedure prescribed by UIDAI. The printing service provider and its printing premises and computing environment shall be subjected to the guidelines under the information security policy of UIDAI. The detailed guidelines in Information Security Policy will be shared with the selected bidders for compliance.

## **PART-II: SERVICE LEVEL AGREEMENT**

1. The purpose of this Service Level Agreement (SLA) is to clearly define the levels of service which shall be provided by the PSP to the Purchaser for the duration of this Contract.
2. The benefits of this SLA are to:
  - (i) Trigger a process that draws the Purchaser and PSP management's attention to certain aspect of performance when that aspect drops below an agreed upon threshold or target.
  - (ii) Makes explicit the expectations that Purchaser has for performance from the selected PSP.
  - (iii) Helps Purchaser control the levels and performance of PSP's services.
3. The Purchaser may initiate an interim review to check the performance and the obligations of the PSP and, in case desired, review and revise the SLA. The Purchaser reserves the right to revisit the SLAs at a later date based on the learning from past experience and stabilization of operations. The Purchaser also reserves the right to waive or relax part or whole of SLA applicable for the duration or to the specific PSP.
4. The Purchaser or its designated officials or designated third party shall have the right to conduct quality and process audit of the PSP, at any point of time, in respect of SLA or any other parameters at any time without prior notice.
5. The PSP shall submit reports on the SLA and key parameter defined in this Section to the Purchaser in accordance with the specified formats and reporting periods. The Purchaser may ask the PSP to provide clarifications on these reports as well as the measurement tools and processes utilized by the PSP for reporting. The Purchaser should have full access to check the status/report at any time. The PSP shall extend full cooperation for conducting such audits.
6. UIDAI shall define the SLA measurement methodology based on which the PSP shall submit reports on the SLA defined in this section to the Purchaser in the specified formats within 15 days of completion of each SLA period along with invoice of the SLA due month. The Purchaser may ask the PSP to provide clarifications on these reports as well as the measurement tools and processes utilized by the PSP for reporting. The Purchaser should have full access to check the status/report at any time. The PSP shall extend full cooperation for conducting such audits. If PSP fails to submit the SLA reports in time then UIDAI reserve the right to generate the same, which would be binding on the PSP.
7. The Service Provider is expected to have the ability to ramp up by **25% to 40%**

**more per day printing capacity than the existing capacity within 4 weeks and 8 weeks** respectively on intimation of the same by UIDAI. After the expiry of 4 weeks/8 weeks of intimation, the SLA shall be enhanced / calculated on the basis of increased daily printing output/capacity.

8. Non-availability of sufficient data from the UIDAI will be treated as an exception. Sufficient data will be made available to the Service Provider by UIDAI. However, at times, there may be occasions when UIDAI is unable to provide sufficient data. In such cases the applicable penalty shall be calculated on pro-rata basis of the data provided by UIDAI for the duration of applicable SLA.

### **SERVICE LEVEL AGREEMENT(SLA) PARAMETERS**

The Selected Service Provider shall agree to the following service level agreement (SLA) parameters while providing Printing services to UIDAI's stakeholders. These SLAs shall be tracked on a periodic basis and are envisaged to have penalty and or liquidation damage clauses on non-adherence to any of them.

The SLA parameters are divided into 2 (two) types: -

1. One-Time SLA Parameters
2. Operational SLA Parameters

#### **1. One time SLA for Commencement of Service**

Sl. No.	Deliverable	Definition	Measurement Criteria	Timeline	Penalty
	Commencement of services	Commence the service as per the scope of work of RFP	Within 30 days from the date of signing the contract between the Purchaser and the PSP	Within 30 days (including 30 <sup>th</sup> Day) from the date of signing the contract between the Purchaser and the PSP	Nil
				Delay of every 1 day from	Rupees 5,000 per day of



				31 <sup>st</sup> day from the date of signing the contract between the Purchaser and the PSP	delay. Capped at maximum of Rupees 2.5 Lakh.
				Delay beyond 50 days starting from 31 <sup>st</sup> day from the date of signing the contract between the Purchaser and the PSP	UIDAI may choose to terminate the contract and forfeit PBG

## 2. Operational SLAs

1. Measurement unit : Per Aadhaar Document
2. Reporting unit : Per Aadhaar Document
3. SLA review period : 3 Months (Quarterly)
4. Penalty imposition method : Slab based
5. Formula for Calculating SLA : Value of Penalty applicable = No. of deficit documents\* X Discovered printing price per document X SLA Penalty slab

\* *Deficit Document- Number of documents remaining unprocessed out of the output quantity assigned for the quarter*

\*\* SLA Penalty Slab-: Number of Deficit documents divided by (Total number of Documents available to be printed)

### KEY PERFORMANCE INDICATOR:

1. UIDAI needs the Service Provider to handover daily printing output of Aadhaar Documents for the selected Service Provider to the delivery partner

per day; as such the Service Provider shall be required to give a minimum Quarterly output **calculated on the basis of 25 working days per month (Minimum daily output X 75 days)**, as under:

TABLE-1

SNo.	Activity	Benchmark
1.0	Electronic data download, printing, enveloping, bagging and handover of daily printing output of Aadhaar Documents to the delivery partner per day.	Minimum Quarterly output: <b>1. L1 – 2.35 Crore</b> <b>2. L2 – 1.56 Crore</b>

2. Penalty for variation from benchmark:

Penalty will be imposed on negative deviation from minimum required output per quarter. The penalty table based on low output from benchmark is indicated below:

TABLE 2

Sr. No.	% Deviation from Benchmark	Percent Penalty Slab
1	From 0% to 5%	0 %
2	> 5% to 10%	2%
3	> 10% to 20%	5 %
4	> 20% to 25 %	10 %
5	> 25 %	UIDAI may choose to terminate the contract and forfeit the Performance Security

**C. Critical Errors:**

1. Material of document inferior other than specified.
2. Poor printing quality of document.
3. Production damage to document.
4. Any other error directly attributed to Production or Printing flaws, as per the specification or implicit requirements.
5. Duplicate Document printing/Improper Dispatch.

Penalties for Critical Errors: Such errors shall, in the normal course, never occur. However, on occurrence of such an error, the Service Provider will be required to:

- a) Re-print the entire document print batch, the cost of which shall be borne by the Service Provider.
- b) Delivery cost of all the documents in the print batch shall be borne by the Service Provider.
- c) Send an apology document to the Resident, as per the specifications of the IEC material or as specified / approved by UIDAI, the cost of which shall be borne by the Service Provider.
- d) In addition, there shall be a penalty for critical errors as indicated below. The penalty shall be assessed and levied on quarterly basis.

No. of critical errors as % of actual output	Penalty Slab
Less than or equal to 1%	10,000
>1% to 3%	25,000
>3% to 5%	50,000
>5%	UIDAI reserves the right to terminate the contract

- e) The Service Provider shall also analyze the root cause of error(s) occurred and implement Corrective Measures within 10 days of report. Objective evidence of corrective measures needs to be provided to the Purchaser.

**Note:** The penalties for variation from benchmark quantity (Clause B.2) and for critical errors (Clause D) are mutually exclusive and shall apply independent of each other.

#### D. SLA on Quality Testing

UIDAI intends to ensure that the Aadhaar document is within the provided size and quality specification limits prescribed in the RFP(Appendix A). UIDAI authorized personnel can pick minimum 10 samples quarterly at random for testing. The testing will be done on below parameters:

Document type	Test Criteria with weightage	Specification as per RFP	% of Negative deviation
Aadhaar Letter	Aadhaar letter – Grammage (GSM)	200 GSM Art Paper- Glossy Finish	
Aadhaar Letter	Dimensions	210MM X 85MM- No fold	
Aadhaar Letter	Thickness of lamination on both sides	25 microns on both sides	
Envelope	Grammage (GSM)	100 GSM MapLitho	
Envelope	Thickness of window film	25 microns with proper stiffness, high tensile strength, excellent optics and good water barrier properties.	

**The SLA will be calculated as follows:**

All above tests given in above table will be assigned equal weightage of 20% to each test. Negative Deviation in percentage will be calculated for each test individually and penalty will be applied in the same ratio as per the weightage for entire volume claimed in the invoice during the quarter. For example:

Out of 5 tests, there was found a deviation of 5 % and 10 % in two of tests.

And suppose entire billing amount paid/to be paid is 1,00,000 rupees during the SLA quarter. Then 5 % and 10 % deviation will be applied on 20,000 rupees as per the table below.

So in this case, 0% penalty applied for 5 % deviation and 2% penalty on 20,000 i.e. Rs 400 will be applied on total bill of forthcoming month

Sr. No.	% Variation from Benchmark in particular Test category	Penalty Slab
1	From 0% to 5%	0 %
2	>5 % to 10%	2%
3	> 10 % to 15%	5 %
4	> 15%	UIDAI may decide to terminate the contract after 3 consecutive warnings given to the Service Provider

**Above SLA is also mutually exclusive to other SLAs and will be applied separately.**

UIDAI deputed representatives will conduct the inspection and testing and subsequently based on their observations, SLA will be applied.

**Important:** Total penalty applicable shall be capped at **10%** of the contract value. In case, the penalty levied on any PSP exceeds **10%** of the invoice value for 3 consecutive **quarters**, UIDAI shall have the discretion of terminating the contract and getting the work done by any other agency.

**SECTION-IV****GENERAL AND SPECIAL CONDITIONS OF CONTRACT****PART-I****1. GENERAL CONDITIONS OF CONTRACT**

<b>1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in India.</p> <p>(b) “Purchaser” means the entity purchasing the services under this Contract</p> <p>(c) “Contract” means the Agreement entered into between the Purchaser and the PSP, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein</p> <p>(d) “GC” means these General Conditions of Contract <b>(Part-I of Section IV)</b>.</p> <p>(e) “Contract Price” means the price to be paid for the performance of the Services for total estimated volume divided among two Service Providers in the ratio of 60:40 as Purchaser Intends to onboard two PSPs for delivering</p>
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the service, in accordance with **Clause 6 of GC**, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract

(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to **Clause 2.1 of GC**.

(g) “Government” means the Government of India.

(h) “Print Service Provider” means any private or public entity that will provide the Services to the Purchaser under the Contract. The PSP is the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement.

(i) “Party” means the Purchaser or the PSP, as the case may be, and “Parties” means both of them.

(j) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.

(k) “SC” means the Special Conditions of Contract (**Part-II of Section IV**) by which the GC may be amended or supplemented.

(l) “Services” means the work to be performed by the PSP pursuant to this Contract, as described in **Scope of Work at Section-III** of RFP hereto.

(m) “Bidder” means the entity bidding for the services under the Contract.

	<p>(n) "Resident" means resident of India.</p> <p>(o) "UIDAI" means Unique Identification Authority of India.</p> <p>(p) "PSP" means the Print Service Provider</p> <p>(q) "In writing" means communication in written form with proof of receipt.</p> <p>(r) "Service Provider" means the Bidder intending to provide the services to Purchaser as per the Terms and Conditions of this RFP</p> <p>(s) "Contract Value" means allocated volume of the contract multiplied by discovered rate including applicable taxes.</p>
<p><b>1.2 Relationship Between the Parties</b></p>	<p>Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the PSP. The PSP, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
<p><b>1.3 Law Governing Contract</b></p>	<p>"This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable Laws of India. The bidder and the vendor in the provision of its services under the contract shall be governed at all times by the provisions of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the regulations framed there under as amended from time to time. Notwithstanding anything contained therein, if the bidder/vendor contravenes any provisions of Aadhaar Act, 2016 and the regulations framed there under, as applicable to the services rendered under this RFP/Contract, the bidder/vendor shall be liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this RFP/contract."</p>



<b>1.4 Language</b>	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>1.5 Notices</b>	<p>a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the <b>SC</b>.</p> <p>b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the <b>SC</b>.</p>
<b>1.6 Location</b>	Location will be specified by UIDAI to selected bidders
<b>1.7 Authorized Representatives</b>	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or executed by the officials specified in the <b>SC</b> .
<b>1.8 Taxes and Duties</b>	<p>(a) The PSP and their Personnel shall pay all such direct and indirect taxes, duties, fees and other impositions levied under the Applicable Laws of India.</p> <p>(b) Bidders shall clearly mention GST in quoted rate as per Packet in financial bid.</p> <p>(c) The Bidder may be subject to taxes, such as, but not limited to GST, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. The quoted cost in the financial bid shall be exclusive of all such taxes. Such taxes shall be quoted separately.</p> <p>(d) If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/PSP as the case may be. GST shall be paid to the Service Provider at the prevailing rates at the time of invoicing.</p>
<b>1.9 Fraud and Corruption</b>	

**1.9.1 Definitions**

It is the Purchaser's policy to require that the Purchaser as well as Suppliers observe the highest standard of ethics during the selection and execution of such contracts. The Supplier shall confirm and declares to the Purchaser that :

“The information /documents furnished along with the bid are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.”

If it is established at any time to the satisfaction of the Purchaser that the above mentioned declaration is in any way incorrect and the supplier has submitted false document, action may be taken for debarring the Bidder from entering into any contract with the Govt. of India for a period as stipulated in the UIDAI Procurement Manual.

The Purchaser also requires that the Supplier does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In case the purchaser, after due diligence, agrees that the supplier/ PSP may charge notified amount for specific services from the resident, the supplier must ensure that the residents are not over charged on any account. If In pursuance of this policy, the Purchaser defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser;
- (iii) “collusive practices” mean a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;

	<p>(iv) 'Coercive practices" mean harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>(v) 'unfair trade practices" mean supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;(v) "Undesirable Practice" means establishing contact with any person connected with or employed or engaged by UIDAI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or having a conflict of interest</p>
<p><b>1.9.2 Measures to be taken by the Purchaser</b></p>	<p>(a) The Purchaser may terminate the contract if it determines at any time that representatives of the PSP were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the PSP having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;</p> <p>(b) The Purchaser may also apply sanction against the PSP, including declaring the PSP ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the PSP has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.</p>
<p><b>1.9.3 Commissions and Fees</b></p>	<p>Purchaser will require the successful PSP to disclose any commissions or fees or any rebate whether commercial or statutory in nature from DoP or not that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.</p>
<p><b>1.10 Interpretation</b></p>	<p>In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract;</p> <p>(b) unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;</p>

	<p>(b) unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(c) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(d) a word importing a gender includes any other gender;</p> <p>(e) a reference to a person includes a partnership and a body corporate;</p> <p>(f) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(g) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(h) Words/terms not defined in this Contract shall have the meaning assigned to it under the Aadhaar Act 2016. In the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail.</p>
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## 2) COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

<b>2.1 Effectiveness of Contract</b>	This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the <b>SC</b> . The date, the Contract comes into effect is defined as the <b>Effective Date</b> .
<b>2.2 Termination of Contract</b>	
<b>2.2 (a) Termination of Contract for Failure to Become Effective</b>	If this Contract does not become effective within such time period as defined in the SC, Purchaser through a written notice to the other Party, may declare this contract to be null and void and may forfeit the Performance Security. Purchaser may award the contract to next ranked bidder or may publish new RFP.
<b>2.2 (b) Termination of Contract subject to necessary approvals</b>	Notwithstanding the duration of the contract stated in <b>GC 2.4</b> , UIDAI, reserves the right to terminate the contract at any time without prejudice or liability by giving a prior notice of 30 days to the supplier.
<b>2.3 Commencement of Services</b>	The PSP shall begin carrying out the Services within <b>30 days</b> from the Effective Date specified in the <b>SC</b> .
<b>2.4 Expiration of Contract</b>	Unless terminated earlier pursuant to Clause <b>GC 2.2</b> hereof, this Contract shall expire at the end of such time period, after the Effective Date or after the agreed volume/quantity has been delivered, as specified in the <b>SC</b> . The Contract may be extended by a period of one year.
<b>2.5 Entire Agreement</b>	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
<b>2.6 Modifications or Variations</b>	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>b) In cases of substantial modifications or variations, required by the PSP, the prior written consent of the Purchaser is required.</p>

<b>2.7 Force Majeure</b>	
<b>2.7.1 Definition</b>	<p>a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, <b><u>pandemic situation causing lockdown by the order of the concerned government</u></b> or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
<b>2.7.2 No Breach of Contract</b>	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>

<p><b>2.7.3 Measures to be Taken</b></p>	<p>(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the PSP, upon instructions by the Purchaser, shall either:</p> <p style="padding-left: 40px;">(i) immobilize,; or</p> <p style="padding-left: 40px;">(ii) Continue with the Services to the extent possible, in which case the PSP shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.</p> <p>e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause <b>GC 8</b>.</p>
<p><b>2.8 Suspension</b></p>	<p>The Purchaser may, by written notice of suspension to the PSP, suspend all payments to the PSP hereunder if the PSP fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure,</p>

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	and (ii) shall allow the PSP to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the PSP of such notice of suspension.
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## 2.9 Termination

### 2.9.1 Termination

A. The Purchaser may, without prejudice to any other remedy for breach of Contract, by 30 days prior written notice of default sent to the Service Provider, terminate the Contract in whole or in part in case of the occurrence of any of the events specified in paragraphs (a) to (k) of this Clause **GC 2.9.1**.

(a) i. If the Service Provider fails to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; OR

ii. If the Service Provider fails to perform any other obligation(s) under the contract."

(b) If the Service Provider becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Service Provider, 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 Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.

(f) If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.

(g) If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one chance to the Service Provider to

	<p>improve the quality of the services.</p> <p>(h) If the Service Provider has been blacklisted by the UIDAI or disqualified for any reason.</p> <p>(i) If the Service Provider fails to fulfill its obligations under Clause <b>G.C 3</b> hereof.</p> <p>(j) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause <b>GC 8</b> hereof.</p> <p>(k) In the event of Service Provider is found :</p> <p>(i) Sub-contracting of work/services</p> <p>(ii) Provided incorrect information to UIDAI.</p> <p>(iii) Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.</p> <p>(l) "If the Service Provider discloses any confidential information during its engagement with UIDAI, UIDAI may terminate this Contract, forthwith."</p> <p>(m) In the event the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate the Contract in whole or in part, pursuant to Clause 2.9.1 of GC, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the PSP shall be liable to the Purchaser for any additional costs for such similar services. However, the PSP shall continue performance of the Contract to the extent not terminated.</p> <p>(n) Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.</p> <p>(o) If the Print Service Provider discloses any confidential</p>
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	information during its engagement with UIDAI, UIDAI may terminate this contract, forthwith.
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<p><b>2.9.2 Cessation of Rights and Obligations</b></p>	<p>Upon termination of this Contract pursuant to Clauses <b>GC 2.2</b> or <b>GC 2.9</b> hereof, or upon expiration of this Contract pursuant to Clause <b>GC 2.4</b> hereof, all rights and obligations of the Parties hereunder shall cease, except:</p> <ul style="list-style-type: none"> <li>(i) such rights and obligations as may have accrued on the date of termination or expiration;</li> <li>(ii) the obligation of confidentiality set forth in Clause <b>GC 3.4</b> hereof;</li> <li>(iii) the PSP's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause <b>GC 3.6</b> hereof; and</li> <li>(iv) any right which a Party may have under the Law.</li> </ul>
<p><b>2.9.3 Cessation of Services</b></p>	<p>Upon termination of this Contract pursuant to Clauses <b>GC 2.9.1</b> or <b>GC 2.9.2</b> hereof, the PSP shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the PSP and equipment and materials furnished by the Purchaser, the PSP shall proceed as provided, respectively, by Clauses <b>GC 3.9</b> or <b>GC 3.10</b> hereof.</p>
<p><b>2.9.4 Payment upon Termination</b></p>	<p>Upon termination of this Contract pursuant to Clauses <b>GC 2.9.1</b>, the PSP shall be entitled /not entitled to payments as per the following:</p> <ul style="list-style-type: none"> <li>(a) If the Contract is terminated pursuant to Clause <b>GC 2.9.1 (d), (g), k(i) to k(iii)</b> and remuneration pursuant to Clause <b>GC 6.3</b> hereof for Services satisfactorily performed prior to the effective date of termination;</li> <li>(b) If the agreement is terminated pursuant of Clause <b>GC</b></li> </ul>

	<p><b>2.9.1 (a) to (c), (e), (f), (h), (j), (m) and (n)</b> the PSP shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause <b>GC 9</b> of this agreement. The PSP will be required to pay any such liquidated damages to Purchaser within <b>30 days</b> of termination date.</p>
<p><b>2.9.5 Disputes about Events of Termination:</b></p>	<p>In case of dispute in an event specified in Clause <b>GC 2.9.1</b> hereof has occurred, PSP may, within thirty (30) days after receipt of notice of termination, refer the matter as per provisions of Clause <b>GC 8</b> hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitration/amicable settlement.</p>
<p><b>2.10 Extension of Contract</b></p>	<p>UIDAI may extend the contract by a period of one year or part thereof at the same rate, terms and conditions subject to satisfactory performance by the Bidder.</p>

**3. OBLIGATIONS OF THE PSP**

<b>3.1. Standard of Performance</b>	The PSP shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology with safe and effective equipment, men, machinery, materials and methods. The PSP shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.
<b>3.2 PSP Not to Benefit from Rebate Commissions, Discounts, etc.</b>	The payment of the PSP pursuant to Clause <b>GC 6</b> shall constitute the PSP's only payment in connection with this Contract or the Services. The PSP shall not accept for their own benefit or in due course of business any sum whether statutory or commercial or in any form by the way of any rebate, trade commission, discount or similar payment of any nature in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the contract, and the Supplier shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment. In the event the PSP receives any such rebate, trade commission, discount etc then shall report and pass on to the Purchaser
<b>3.3 Prohibition of Conflicting Activities</b>	The PSP and their Personnel shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
	a) The PSP shall protect from unauthorized access, loss or damage and also keep safe, secure and confidential all demographic information, all documents, data and information of any nature provided to the PSP for the discharge of services.
	b) The PSP shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from UIDAI, other than required for discharge of services.
	c) The PSP shall not give access to the information or data collected and received from UIDAI in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and

	only used in the manner prescribed by UIDAI.
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<p><b>3.4 General Confidentiality</b></p>	<p>“Except with the prior written consent of the Purchaser, the Bidder and its personnel shall not at any time communicate to any person or entity, any confidential information acquired in the course of discharge of Services, nor shall the Bidder and the personnel make public the recommendations formulated in the course of or as a result of discharging the Services.</p> <p>Bidder should comply with the Aadhaar (Targeted Delivery of financial and Other Subsidies, Benefits and Services) Act, 2016; IT Act, 2000 and other related Laws/Acts/Policies/Guidelines/Regulations, etc. Including the amendments thereof particularly with respect to data confidentiality and privacy. The Bidder shall furnish a Non-Disclosure Agreements, as per format provided in Appendix ‘F’ of Section V as part of its proposal.”</p>
<p><b>3.5 Insurance to be Taken Out by the PSP</b></p>	<p>The PSP (a) shall take and maintain insurance against risks and coverage at their own cost but on terms and conditions approved by the Purchaser, as shall be specified in the <b>SC</b>; and (b) at the Purchaser’s request, shall provide evidence to the Purchaser showing that such insurance has been taken and maintained and the current premiums have been paid.</p>
<p><b>3.6 Accounting, Inspection and Auditing</b></p>	<p>(a) The PSP</p> <p>(i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and</p> <p>(ii) shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser. The Audit expenses shall be borne by the PSP.</p> <p>(b) The Purchaser shall have the right to carry out inspection checks, audits of the PSP’s premises and/ or locations, facilities, or point of delivery of services performed under this contract.</p> <p>(c) The Purchaser shall have the right to carry out scheduled/</p>



	<p>un-scheduled visits to any of the locations, premises &amp; facilities and oversee the processes and operations of the PSP.</p> <p>(d) If a third party audit is conducted at the instance of PSP, the cost of audit will be borne by the PSP</p>
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<b>3.7 Sub- contracting</b>	The PSP shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract.
<b>3.8 Reporting Obligations</b>	The PSP shall submit to the Purchaser the reports and documents specified in Appendix C hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
<b>3.9 Rights of Use</b>	All rights of use of any process, product, service, or data developed, generated, or collected, received from UIDAI or any other task performed by the PSP under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the PSP shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.
<b>3.10 Safety &amp; Security of Data, Premises, Location/ site</b>	<p>(a) The Data provided by the Purchaser to the PSP, for delivery of letters/articles, is the property of the Purchaser. The PSP shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.</p> <p>(b) The PSP shall not use the information, the name or the logo of the Purchaser and or Government of India except for the purposes of providing the services as specified under this contract.</p> <p>(c) The PSP shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser.</p> <p>(d) The PSP shall follow the Security Guidelines issued by UIDAI.</p>

	<p>(e) Data Retention period shall be defined and reviewed for adequacy at least every three months jointly by the Purchaser and the PSP.</p> <p>(f) Certificate of 'Data deletion' to be provided by the PSP, at the time of raising periodic bills.</p> <p>(g) The PSP would be governed by the provisions of the Law of the Land, including but not limited to the IT Act, the Aadhaar Act and other relevant Acts.</p> <p>(h) The Purchaser reserves the right to carry out third party Audits of the PSP to ensure compliance of stated and implicit requirements.</p> <p>(i) The rogue behavior of the employees of PSP shall fall under the 'Unlimited liability' to the PSP.</p> <p>(j) The PSP shall at all times be governed by the provisions of the Aadhaar Act 2016 and the regulations framed thereunder.</p>
<p><b>3.11 Equipment &amp; Materials Provided by the PSP</b></p>	<p>Equipment or materials brought into India by the PSP and the Personnel and used either for the Project or personal use shall remain the property of the PSP or the Personnel concerned, as applicable.</p>
<p><b>3.12 Intellectual Property Rights (IPR)</b></p>	<p>The intellectual property rights to all the outputs, deliverables, data, reports developed during the execution of this Contract shall remain sole property of the Purchaser.</p>
<p><b>3.13 Assignment</b></p>	<p>The PSP shall not assign, in whole or in part, any of their obligations under this Contract.</p>

#### 4. PSP's Personnel

<p><b>4.1 General</b></p>	<p>The PSP shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.</p>
<p><b>4.2 Project Manager</b></p>	<p>If required by the Purchaser, the PSP shall ensure that at all times during the PSP's performance of the Services a Project Manager, acceptable to the Purchaser, shall take charge of the performance of such Services.</p>

#### 5. OBLIGATIONS OF THE PURCHASER

<p><b>5.1 Assistance and exemptions</b></p>	<p>Unless otherwise specified in the <b>SC</b>, the Purchaser shall use its best efforts to ensure that the Government shall:</p> <p>(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate in its opinion for the prompt and effective implementation of the Services.</p> <p>(b) Provide to the PSP and Personnel any such other assistance as may be required in its opinion specified in the SC.</p>
<p><b>5.2 Change in the applicable Law Related to Taxes and Duties</b></p>	<p>a) The PSP and their Personnel shall pay taxes, duties, fees, and other impositions levied under the Applicable Laws of India.</p> <p>b) The PSP shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/ PSP.</p>
<p><b>5.3 Services, Facilities and Property of the Purchaser</b></p>	<p>The Purchaser shall make available to the PSP and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property as deemed necessary in its opinion.</p>

<b>5.4 Payment</b>	In consideration of the Services performed by PSP under this Contract, the Purchaser shall make to the PSP such payments and in such manner as is provided by Clause <b>GC 6</b> of this Contract.
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## 6. PAYMENTS TO THE PSP

<b>6.1 Payment for Services</b>	<p>(a) 'Contract Price' can be defined as the price to be paid for the performance of the Services for total estimated volume divided among two Service Providers in the ratio of 60:40 as Purchaser Intends to onboard two PSPs for delivering the service</p> <p>(b) In case of First Class Franking, dockets should be compiled and submitted to UIDAI</p> <p>(c) In case of OAR or any other letter sent via Speed Post Service of DoP, proof of delivery should be provided by PSP.</p> <p>(d) The amount payable shall be finalized after taking into account the Penalties and Exemptions, if any applicable.</p> <p>(e) As per clause 3.2 of GC stated above, Bidder have to pass on commissions, discount, rebate ,i.e. statutory, commercial or any other form, if received on account of the Contract, i.e printing, franking, pincode wise sorting etc. Hence, invoice shall be raised accordingly as per the 'Final billing price.' The sample calculation for Final Billing price is given as under:</p>																																										
	<table border="1"> <thead> <tr> <th>Sno.</th> <th>Description</th> <th>Calculation</th> <th>Addition</th> <th>Deduction</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Discovered rate (indicative)</td> <td></td> <td></td> <td></td> <td>Rs 100</td> </tr> <tr> <td>2.</td> <td>GST@18%</td> <td>100 x 1.18</td> <td>18</td> <td>-</td> <td>Rs 118</td> </tr> <tr> <td>3.</td> <td>3% Franking charge on Discovered Rate</td> <td>100 x 0.03</td> <td>3</td> <td>-</td> <td>Rs 121</td> </tr> <tr> <td>4.</td> <td>GST@18% on 3% Franking charge payable to PSP</td> <td>3 x 1.18</td> <td>0.54</td> <td>-</td> <td>Rs 121.54</td> </tr> <tr> <td>5.</td> <td>*3% rebate on franking value (Rs 5) from DoP</td> <td>5 x 0.03</td> <td>-</td> <td>0.15</td> <td>Rs 121.39</td> </tr> <tr> <td>6.</td> <td>*2% rebate for Pincode- wise sorting on franking rate (Rs 5) from DoP</td> <td>5 x 0.02</td> <td>-</td> <td>0.10</td> <td><b>Rs 121.29</b> <b>Final Billing Price</b></td> </tr> </tbody> </table>	Sno.	Description	Calculation	Addition	Deduction	Value	1.	Discovered rate (indicative)				Rs 100	2.	GST@18%	100 x 1.18	18	-	Rs 118	3.	3% Franking charge on Discovered Rate	100 x 0.03	3	-	Rs 121	4.	GST@18% on 3% Franking charge payable to PSP	3 x 1.18	0.54	-	Rs 121.54	5.	*3% rebate on franking value (Rs 5) from DoP	5 x 0.03	-	0.15	Rs 121.39	6.	*2% rebate for Pincode- wise sorting on franking rate (Rs 5) from DoP	5 x 0.02	-	0.10	<b>Rs 121.29</b> <b>Final Billing Price</b>
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	<p>*The variation in Franking rate or rebate percentages on account of franking and sorting activities will be adhered from time to time.</p> <p><b>Final Billing price will be used for billing and invoicing purpose.</b></p> <p>(f) The Purchaser shall make the payment within 45 days of receiving the invoice from the PSP, subject to reconciliation process of Delivered and not delivered Letters/articles.</p>
<p><b>6.2 Currency of Payment</b></p>	<p>All payments shall be made in Indian National Rupees</p>
<p><b>6.3 Terms of Payment</b></p>	<p>The payments in respect of the Services shall be made as follows :</p> <p>(a) The PSP shall submit invoice for payment when the payment is due as per agreed terms on 'Calendar month basis'. The payment shall be released as per the work related milestones achieved" as under:</p> <ol style="list-style-type: none"> <li>I. L1 and L2 Service Providers should submit invoices for Printing and dispatch of Aadhaar letters only as per Final Billing price as per the Contract/RFP.</li> <li>II. L1 Service provider should submit invoice for Order Aadhaar Re-print service as and when UIDAI decides to re-launch the service separately as per the Contract/RFP.</li> </ol> <p>(b) The invoices submitted by the PSP and the respective SLAs to be imposed thereon, if any, will be processed and verified by UIDAI and/or any of its agencies, so authorized by it from time to time, including its MSP.</p> <p>(c) All payments under this Contract shall be made to the accounts of the PSP specified in the SC.</p> <p>(d) In the event of any wrong payment to PSP, the difference shall be adjusted in the subsequent payments.(e) In case of early termination of the contract, the payment shall be made to the PSP as mentioned here with:</p> <ol style="list-style-type: none"> <li>(i) Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination.</li> <li>(ii) The PSP shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the rate as</li> </ol>

	specified.
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## 5. GOOD FAITH

<b>7.1 Good Faith</b>	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
<b>7.2 Operation of the Contract</b>	The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause <b>GC 8</b> hereof.

## 6. SETTLEMENT OF DISPUTES

<b>8.1 Amicable Settlement</b>	Performance of the contract is governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
<b>8.2 Arbitration</b>	(a) Any dispute between the Parties arising out of or 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 as per the Arbitration & Conciliation Act, 1996 (as amended) to be decided by a sole arbitrator. The authority to appoint the arbitrator shall

	<p>be with the Unique Identification Authority of India.</p> <p>(b) The arbitration proceedings shall be held at New Delhi, India and language used in these proceedings shall be English.</p> <p>(c) The decision Arbitrator appointed to deal with such matters shall be accepted by the parties as final and binding on parties.</p> <p>(d) The decision to continue of performance of their respective remaining obligation under this contract or to rescind the contract shall be decided mutually, despite the continuation of arbitration proceedings.</p> <p>(e) The parties shall use their best endeavors to ensure that the decision of the arbitrator is given within a period of six months or as early as is possible after it has been demanded.</p> <p>(f) It is to be noted that the parties shall agree to have their dispute(s) resolved in terms of Section 29B – Fast track procedure, of the Arbitration and Conciliation Act, 1996 (as amended).</p> <p>(g) The courts in New Delhi, India shall have exclusive jurisdiction in relation to this contract.</p> <p>(h) All fees for pertaining to arbitration proceedings shall be borne by the parties equally.</p> <p>(i) All other costs incurred by the parties shall be borne by the respective parties.</p>
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## 7. LIQUIDATED DAMAGES

<b>9.1 Definition</b>	If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not corrected/modified to meet the requirements within 14 days of being informed by the Purchaser, the Purchaser shall be free to impose penalty as specified in this contract agreement. In addition, the Purchaser reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the PSP.
<b>9.2 Limitation</b>	The PSP is liable to the Purchaser for payment of penalty as specified in the SLA.



## 8. ADHERENCE TO RULES & REGULATIONS

<p><b>10.1 Adherence to Safety Procedures, Rules, Regulations, &amp; Restrictions</b></p>	<p>(a) The PSP shall comply with the provisions of Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016; IT Act 2000 and other related Laws/Acts/Policies/Guidelines/Regulation, etc. including the amendments thereof particularly with respect to data confidentiality and privacy.</p> <p>(a) The PSP shall also comply with provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the PSP shall abide by these laws.</p> <p>(c) Access to the data centre/ data processing sites and Purchaser's locations shall be restricted to only essential personnel belonging to the PSP who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Purchaser. The PSP shall maintain a log of all activities carried out by each of its personnel.</p> <p>(d) The PSP shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The PSP shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.</p> <p>(e) The PSP shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof) and Aadhaar Act, 2016.(f) T The PSP shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.</p> <p>(f) The PSP shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.</p>
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## 11. LIMITATION OF LIABILITY

<p><b>11.1 Limitation of Liability</b></p>	<p>Except in case of gross negligence or willful misconduct:</p> <p>(a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the PSP to pay liquidated damages to the Purchaser; and</p> <p>(b) The aggregate liability of the PSP to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the PSP to indemnify the Purchaser with respect to patent infringement or any third party claims.</p> <p>(c) The Purchaser shall not be liable to the PSP in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per Clause <b>2.2(b) of GC</b> of this contract.</p>
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## 12 MISCELLANEOUS PROVISIONS

<p><b>12.1 Miscellaneous Provisions</b></p>	<p>(i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(ii) The PSP shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations</p>
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	<p>under this Contract.</p> <p>(iii) The PSP shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this Contract.</p> <p>(iv) The PSP shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the PSP</p> <p>(v) The PSP shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the PSP, in respect of wages, salaries, remuneration, compensation or the like.</p> <p>(vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>(vii) All materials provided to the Purchaser by bidder are subject to Country and STATE public disclosure laws such as RTI etc.</p> <p>(viii) The PSP shall not make or permit to be made a public announcement or media release about any aspect of the Contract or any activity related to UIDAI without a written consent from the Purchaser.</p>
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**PART-II****SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract (SC) shall supplement the General Conditions of Contract (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

*(Clauses in brackets { } are optional; all notes should be Deleted in final text)*

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>1.5</b>	<p>The addresses are:</p> <p>Purchaser: Chief Executive Officer  Attention: Director (Tech)(Logistics)  Headquarters - Unique Identification Authority of India  6<sup>th</sup> Floor, Bangla Sahib Road, Behind Kali Mandir,  Gole Market, New Delhi – 110 001</p> <p>Facsimile: _____  E-mail: _____</p> <p>PSP:</p> <p>Attention:_____ Facsimile:_____ E-mail:_____</p>
<b>1.6</b>	<p>The Services shall be carried out at the site/s as agreed to and approved by the Purchaser.</p>

<b>1.7</b>	<p>The Authorized Representatives are:</p> <p>For the Purchaser: Director (Tech)(Logistics)</p> <p style="text-align: center;">Headquarters - Unique Identification Authority of India 6<sup>th</sup> Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110 001</p> <p>For the PSP: _____</p>
<b>2.1</b>	<p>The effective date of the Contract: Date of Signing of the contract by both parties which is 15 days from Notification of award</p>
<b>2.3</b>	<p>The date for the commencement of Services: <b>Within 30 days from the signing of the contract between the Purchaser and the PSP.</b></p>
<b>2.4</b>	<p>The tenure of the contract shall be: <b>36 months w.e.f the effective Date of the contract</b></p>
<b>3.</b>	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"><li>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the PSP or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988;</li><li>(b) Third Party liability insurance, with a minimum coverage of the value of the contract</li><li>(c) Professional liability insurance, with a minimum coverage of the value of the contract</li><li>(d) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the PSP and in accordance with the relevant</li></ul>

	<p>provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the PSP's property used in the performance of the Services, and (iii) any outputs prepared by the PSP in the performance of the Services.</p>
<b>6.2</b>	The amount is in Indian Rupees (INR)
<b>6.3</b>	<p><b>General terms and conditions of Payment Schedule</b></p> <ol style="list-style-type: none"> <li>1) All undisputed and eligible payments shall be made by the Purchaser in favour of the PSP.</li> <li>2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.</li> <li>3) PSP shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same.</li> <li>4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 45 days of submission of invoice and subject to reconciliation of Delivery of Aadhaar Related Documents.</li> <li>5) Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser, any work done or supply made or service rendered by PSP is deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the PSP, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.</li> <li>6) All payments under this Contract shall be made to the account of the PSP with (Bank &amp; A/c No.):</li> </ol>
<b>8.2</b>	The Arbitration proceedings shall take place in New Delhi in India and cost of Arbitrator / Arbitration to be borne by parties themselves.

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**SECTION-V****ANNEXURES AND APPENDICES****ANNEXURES:**

- I. Financial Bid Covering Letter
- II. Financial Bid Form
- III. Standard Contract Form
- IV. Letter format for matching Discovered Rate
- V. Letter format for Inability to match Discovered Rate
- VI. Scanned copy of Aadhaar Letter and Bal Aadhaar
- VII. Scanned copy of envelope and Order Aadhaar Reprint Envelope
- VIII. Quality of Machines – Production in Volumes
- IX. Quality/Experience of Technical personnel
- X. Past Experience of Firms in terms of Average Annual turnover from Similar work
- XI. Past Experience of Firms in terms of Successfully completed project
- XII. Information Security Guidelines
- XIII. List of Documents to be submitted
- XIV. Format for Certificate under Preference to 'MAKE IN INDIA'
- XV. Format for Pre-Contract Integrity Pact
- XVI. Undertaking Format for Rebate

**APPENDICES:**

- A. Specification of Aadhaar letter and Envelope.
- B. Skipped file MIS format.
- C. Printing file MIS format.
- D. Report regarding Order Aadhaar Reprint Letters
- E. Form of Performance Security Bank Guarantee Bond
- F. Non-Disclosure Agreement
- G. Bank Guarantee Form for EMD

**ANNEXURE I**  
**FINANCIAL BID COVERING LETTER**

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

To,

(Address)

**Ref:** Request for Proposal (RFP) Notification No. \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notified vide F.No 22011(18)/1/2022-Logistics dated \_\_\_\_\_ for UIDAI, in full conformity with the said RFP document.

2. We, the undersigned, offer to provide services to UIDAI in accordance with your RFP.

3. We have read the provisions of the RFP document, confirm our acceptance for the same and we are hereby submitting our Financial Bid.

4. We agree to abide by this RFP, consisting of this letter, financial bid and all requisite supporting documents, for a period of 180 days from the closing date fixed for submission of bid as stipulated in the RFP document.

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

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

7. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and



corruption in force in India namely "Prevention of Corruption Act, 1988" and its amendments.

8. We understand that UIDAI is not bound to accept any bid received in response to this RFP.

9. In case we are engaged by UIDAI for executing the services, we shall provide any assistance/cooperation required by UIDAI/auditing agencies appointed by it/UIDAI officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.

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

11. The financial bid includes the cost of setting up and operating the services for printing of Aadhaar documents, cost of providing additional services and performing all functions as per the 'Scope of Work' and 'SLA' defined in this RFP.

12. We already have the technical and financial capability in India for printing and dispatch of Aadhaar documents in the manner detailed in the 'Scope of Work', as per the volume given below:

Number of Aadhaar Documents per day	
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13. Our correspondence details with regard to this RFP are:

No.	Information	Detail
1.	Name of the Contact Person	
2.	Address of the Contact Person	
3.	Name, designation and contact address of the person to whom all references shall be made regarding this	
4.	Telephone number of the Contact	
5.	Mobile number of the Contact Person	
6.	Fax number of the Contact Person	
7.	Email ID of the Contact Person	

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8.	Corporate website URL	
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Yours sincerely,

Signature of Authorized Signatory [*In full as well as initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**ANNEXURE II****FINANCIAL BID FORM**

**Reference:** RFP document F.No. 22011(18)/1/2022-Logistics Dated \_\_\_\_\_

1. Financial Bid indicating the total per unit cost of Aadhaar document (exclusive of all taxes and duties etc.), for the services required by the UIDAI is given in Table below. All taxes GST, Service tax, Duties, Fees. Levies etc has been quoted separately as per the format provided.

Item	Item Description	Total Unit Cost (in Rs) upto two decimal places as per the specifications given in the RFP exclusive of all taxes	Taxes (in %)	Total Unit Cost (in Rs) upto two decimal places as per the specifications given in the RFP inclusive of all taxes
(A)	(B)	(C)	(D)	(E)
1.	Printing and Dispatch of single Aadhaar Document (Aadhaar/Bal Aadhaar Letter) + Envelope (White for regular Aadhaar/Blue for Order Aadhaar Reprint) as per specifications mentioned in RFP including incidental costs/other expenses	C1=(Unit cost)		

L1, L2, L3 ..... will be decided on the basis of information furnished in column 'C'

Signature of Authorized Signatory: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

## ANNEXURE III

### STANDART CONTRACT FORM

#### Contract for Printing and Dispatch of Aadhaar Documents

THIS PRINTING AND DISPATCH OF AADHAAR DOCUMENTS AGREEMENT is made at New Delhi on this \_\_\_\_\_ day of \_\_\_\_\_ 2022:

#### BETWEEN

Unique Identification Authority of India (UIDAI) a statutory body of Government of India, acting on behalf of President of India, having its office at 6<sup>th</sup> Floor, Headquarters - Unique Identification Authority of India, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110 001 (hereinafter called "**the Purchaser/ UIDAI**") which expression shall unless repugnant to the context thereof include his successors, heirs, representatives, administrators and permitted assigns, represented by its Assistant Director General who is duly authorized to execute this Contract being the Party of the FIRST PART;

#### AND

\_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called "**the Service Provider**") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the OTHER PART.

**Purchaser** and **Service Provider** are collectively referred to as the "**Parties**" or individually referred to as a "**Party**" as the context may require.

WHEREAS, the Purchaser had invited bids for certain Services, viz., “RFP for Printing and Dispatch of Aadhaar Documents” vide their bid document number F.No. 22011(18)/1/2022-Logistics dated \_\_\_\_\_.

AND WHEREAS, various applications were received pursuant to the said bid.

AND WHEREAS, the Purchaser has accepted the said Bid by the Service Provider for the supply of those Services as per the following rates inclusive of all statutory taxes (hereinafter “**the Contract Price**”).

AND WHEREAS, vide a Letter of Intent dated \_\_\_\_\_, the Purchaser agreed to place order for ‘Printing and Dispatch of Aadhaar Documents’ as per the rates given below:

Item	Rate in INR (in figures)	Rate in INR (in words)
<b>Aadhaar document printing &amp; dispatch</b>		
(Aadhaar/ Bal Aadhaar Letter + Envelope (White for regular Aadhaar or Blue for Order Aadhaar reprint as per specifications mentioned in RFP) including incidental costs/other expenses		

And in pursuance of having accepted the said bid, the Parties have agreed to enter into this Agreement. The Parties understand that all the conditions of the RFP, its amendments and clarifications issued, including those on allocation of volume, will be binding on both the parties.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.

2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a) Section-III Scope of Work
- b) Section –IV General and Special Conditions of Contract; and
- c) Performance Security Bank Guarantee Bond
- d) Acceptance letter of the bidder dated \_\_\_\_\_
- e) Duly signed Letter of Intent dated \_\_\_\_\_
- f) Amendments and clarifications issued

3. The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix,]:*

- Appendix A: Specification of Aadhaar Letter & Envelope  
Appendix B: Skipped file MIS format  
Appendix C: Printing file MIS format  
Appendix D: Report regarding Order Aadhaar Re-print letter  
Appendix E: Performance Security Bank Guarantee Bond  
Appendix F: Non-Disclosure Agreement  
Appendix G: Bank Guarantee Form for EMD

4. The mutual rights and obligations of the Purchaser and the Service Provider shall be as set forth in the Contract, in particular:

- a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- b) the Purchaser shall make payments to the Service Provider in accordance with the provisions of the Contract.

5. The total quantity of Volume Allocation of Printing of Aadhaar documents as per the RFP is \_\_\_\_\_ (in words) i.e. \_\_\_% of the total quantity as mentioned in the RFP.

6. The total value of the volume of Aadhaar documents will not exceed Rs. \_\_\_\_\_/- (Rupees in words) i.e. \_\_\_% of total contract value which is Rs. \_\_\_\_\_/-.
7. The Service Provider has already submitted a Contract Performance Security Bank Guarantee amounting to Rs. \_\_\_\_\_/- (Rupees in words) which would be valid for 60 days beyond the three years' period of contract.
8. The services shall be carried out at the site / premises at \_\_\_\_\_ India as agreed by the Parties.

**IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.**

For/on behalf of (name of Purchaser)

Director (Tech)(Logistics)Unique Identification Authority of India (UIDAI),  
Department of Electronics & IT,  
Government of India (GoI)

*[Authorized Representative]*

For/ on behalf of *[name of Service Provider]*

M/s

*[Name & position]*

*Authorized Representative]*



**ANNEXURE IV****Letter Format for Matching Discovered Rate**

*(To be submitted on the Letter head of the applicant, where the Bidder has been given the option of matching the Discovered Rate and the Bidder chooses to match the same)*

To,

Director (Tech)(Logistics)  
Headquarters - Unique Identification Authority of India  
6<sup>th</sup> Floor, Bangla Sahib Road,  
Behind Kali Mandir, Gole Market  
New Delhi – 110 001

**Reference:** RFP document no. 22011(18)/1/2022-Logistics dated\_\_\_\_\_.

**Subject:** Acceptance of Matching Discovered Rate.

Dear Sir,

1. On completion of the bid submission and opening processes, we, the undersigned, have been discovered to be the *<Insert L2,L3, L4 or L5 as applicable>*Bidder.
2. The discovered rate is *<Insert Discovered rate for the Schedule>*
3. As per the due process that followed, we were given the option of matching the discovered rate.
4. We hereby accept the offer to match the Discovered Rate and operate as per conditions laid down in the RFP.
5. We understand that all the conditions of the RFP, including those on allocation of volume will be binding on us.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**ANNEXURE V****Letter Format for Inability to match Discovered Rate**

*(To be submitted on the Letter head of the applicant where the Bidder has been given the option of matching the Discovered Rate and the Bidder chooses to not to match the same)*

To,

Director (Tech)(Logistics)  
Unique Identification Authority of India  
6th Floor, Headquarters  
Bangla Sahib Road,  
Behind Kali Mandir, Gole Market  
New Delhi – 110 001

**Reference:** RFP document no. 22011(18)/1/2022-Logistics dated\_\_\_\_\_.

**Subject:** Rejection of Matching Discovered Rate.

Dear Sir,

1. On completion of the bid submission and opening processes, we ,the undersigned, have been discovered to be the <Insert L2, L3, L4 or L5 as applicable>Bidder.
2. As per the due process that followed, we were given the option of matching the Discovered Rate.
3. We regret to inform you that we will be unable to accept the offer to match the Discovered Rate.
4. We understand, with this we forfeit the right to further participate in the selection process.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_







**सूचना**

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- स्मार्ट QR कोड / ऑफलाइन XML / ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।

**INFORMATION**

- **Aadhaar** is a proof of identity, not of citizenship.
- Verify identity using Smart QR Code/ Offline XML/ Online Authentication.

- आधार देश भर में मान्य है।
- आधार कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है।
- आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
- आधार को अपने स्मार्ट फोन पर रखें, mAadhaar App के साथ।
- **Aadhaar** is valid throughout the country.
- **Aadhaar** helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in **Aadhaar**.
- Carry Aadhaar in your smart phone – use **mAadhaar** App.

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पता: XXXX, XXXXXX, XXXXXXXXXX,  
XXXXX, XXXXX XXX, XXXX,  
XXXXXXXX -123456

Address: XXXX, XXXXXX, XXXXXXXXXX,  
XXXXX, XXXXX XXX, XXXX, XXXX,  
XXXXXXXX -123456



QR Code with Encrypted Data

**X2X1 5X6X 1X5X**

 1947 | 
  [help@uidai.gov.in](mailto:help@uidai.gov.in) | 
  [www.uidai.gov.in](http://www.uidai.gov.in)




### Indicative copy of Bal-Aadhaar

The image shows a vertical document for Bal-Aadhaar. At the top left is the Government of India emblem with the motto 'Satyameva Jayate'. At the top right is the Aadhaar logo. Below this is an orange banner with 'भारत सरकार' and 'Government of India'. A white banner with the Ashoka Chakra contains 'भारतीय विशिष्ट पहचान प्राधिकरण' and 'Unique Identification Authority of India'. The main body is light blue and contains the following information:

- नमोदकन क्रम/ Enrolment No.: 1171/23553/17171
- Print Date: 18/01/2019
- To: XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXXXXXXXX 123456  
XXXXXXXXXXXX
- Generation Date: 15/06/2017
- Barcode: UA006923975IN
- QR Code with Photograph
- आपका आधार क्रमांक / Your Aadhaar No. :  
**1234 | 234 1234**  
मेरा आधार, मेरी पहचान

The bottom section is separated by a dashed line and contains:

- भारत सरकार / Government of India
- Download Date: 18/01/2019
- XXXXXXXXXXXX  
XXXXXXXXXXXX  
जन्म तिथि / DOB : DDMM/YYYY  
महिला / FEMALE
- Generation Date: 15/06/2017
- वयु आधार 5 वर्ष की उम्र तक ही वैध है।
- 1234 | 234 1234**  
मेरा आधार, मेरी पहचान

**सूचना**

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- स्मार्ट QR कोड / ऑफलाइन XML / ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।

यह आधार 5 वर्ष की उम्र तक ही वैध है। 5 वर्ष की उम्र पूर्ण करने पर बायोमेट्रिक को अपडेटन किया जाना आवश्यक है, अन्यथा यह आधार निष्क्रिय हो जाएगा और वैध नहीं रहेगा।

**INFORMATION**




- **Aadhaar** is a proof of identity, not of citizenship.
- Verify identity using Smart QR Code/ Offline XML/ Online Authentication.

This Aadhaar is valid till 5 years of age only. Biometrics are required to be updated on attaining 5 years of age failing which this Aadhaar will be deactivated & will not be valid.

- आधार देश भर में गहम्य है।
- आधार कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है।
- आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
- आधार को अपने स्मार्ट फोन पर रखें, mAadhaar App के साथ।


- **Aadhaar** is valid throughout the country.
- **Aadhaar** helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in **Aadhaar**.
- Carry Aadhaar in your smart phone – use **mAadhaar** App.

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पते: XXXX, XXXXXX, XXXXXXXXXX,  
 XXXXX, XXXXX XXX, XXXX,  
 XXXXXXXX -123456

Address: XXXX, XXXXXX, XXXXXXXXXX,  
 XXXXX, XXXXX XXX, XXXX, XXXX,  
 XXXXXXXX -123456



QR Code with Fingerprint

1234 1234 1234

☎ 1947
✉ help@uidai.gov.in
🌐 www.uidai.gov.in

## ANNEXURE VII

## Scanned copy of Aadhaar Envelope


**आधार के लिए आपको एक बार ही पंजीकरण करने की आवश्यकता है। पुनः पंजीकरण करना समय की बर्बादी है।**  
You need to enrol only once for **Aadhaar**. Enrolling again is a waste of your time.

**"वैफल्य को वापस" करने के कारण पर  को तिक चिह्न लगाएँ:**


1. प्राप्तकर्ता ने स्वीकार करने से मना कर दिया।  
 2. मृत।  
 3. पता गलत नहीं है।  
 4. प्राप्तकर्ता नहीं पाया गया।  
 5. कोई कारण नहीं।

Tick mark the reason in case of "Returned to Sender":

1. Item refused by addressee.  
 2. Deceased.  
 3. Insufficient address.  
 4. Addressee cannot be located.  
 5. Unclaimed.



**भारतीय विशिष्ट पहचान प्राधिकरण**  
**भारत सरकार**  
Unique Identification Authority of India  
Government of India



**मेरा आधार, मेरी पहचान**

Undelivered please return to: **पै.सी. बॉक्स नं. 1947, बंगलूरु - 560 001**  
P.O. Box No. 1947, Bengaluru - 560 001

## Scanned Copy of Order Aadhaar Re-print Envelope

**स्पीड पोस्ट**  **SPEED POST**  
CONFIDENTIAL  
IMPORTANT

**भारतीय विशिष्ट पहचान प्राधिकरण**  
**भारत सरकार**  
Unique Identification Authority of India  
Government of India

**आधार के लिए आपको एक बार ही पंजीन करने की आवश्यकता है। पुनः पंजीन करने समय की कमी है।**  
You need to enrol only once for **Aadhaar**. Enrolling again is a waste of your time.

**“उपरोक्त को वापस” करने के कारण पर**  
 **पत्ते का विवरण सही नहीं है।**

1. प्राप्तकर्ता ने स्वीकार करने से मना कर दिया।  
 2. भ्रम।  
 3. पता सही नहीं है।  
 4. प्राप्तकर्ता नहीं पाया गया।  
 5. कोई कारण नहीं।

Tick mark the reason in case of "Returned to Sender":

1. Item refused by addressee.  
 2. Deceased.  
 3. Insufficient address.  
 4. Addressee cannot be located.  
 5. Undelivered.

  
**मेरा आधार, मेरी पहचान**



BNPL No.

If undelivered please return to:  
पी.ओ. बॉक्स नं. 1947, बेंगलूर - 560 001  
P. O. Box No. 1947, Bengaluru - 560 001



**ANNEXURE VIII****Quality of Machines – Production in Volumes**

Sr. No.	Activity	Location	Make/model of machine	Output Speed per hr	No. of machines	Total Capacity for Printing Aadhaar letters per day	Capacity per day allocated for this job	If hired, the date from which hired and from whom

**ANNEXURE IX****Quality and Experience of Technical Personnel**

Sr no.	Name	Post/Designation	Qualification	Experience

**ANNEXURE X****Past Experience of the Firm in terms of Turnover from Similar work**

Customer Name	Year of Execution	Job Volume	Turnover	Remarks

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## ANNEXURE XI

### Past Experience of the Firm in terms of Annual Turnover

Sr no	Financial Year	Annual Turnover	Annual Turnover from core printing operations	Remarks

## **ANNEXURE XII:**

### **Information Security Guidelines**

#### **Information Security Requirements for Printing service provider**

Printing service providers handle sensitive data of Aadhaar holders while printing the Aadhaar letters. It is important that such data is secured during the entire lifecycle of processing within Printing service provider including download of XML files, creating the print format, printing at the printers, dispatching etc. Following are the minimum information security requirements that shall be followed by the service provider while processing data as per the RFP:

1. PSP agency shall provide declaration or no objection certificate regarding the background such as education, criminal record, employment history etc. of its employees. UIDAI or agency appointed by UIDAI may validate this information during or after the employment of the respective agency.
2. All PSP employees handling UIDAI information assets shall sign a confidentiality (non-disclosure) agreement in addition to the contractual requirements
3. Information security policy, processes, roles and responsibilities for Information security shall be maintained by PSP for governance of Information security.
4. Periodic Information security training shall be provided to all the staff members. This must cover various security requirements of UIDAI including those in the Aadhaar Act 2016.
5. All assets used by PSP (business applications such as SFTP download client, operating systems, databases, network etc.) for the purpose of delivering services to UIDAI shall be identified, labelled and classified.
6. PSP shall ensure reconciliation of assets is performed on a periodic basis
7. List of authorized personnel having access to UIDAI resources shall be maintained, updated and shared with UIDAI on a quarterly basis
8. Only authorized individuals shall be provided access to information assets processing UIDAI information such as SFTP client, desktops, laptops, printers etc.
9. PSP facility or area used for Aadhaar printing shall be restricted with electronic access control and access shall be provided on need basis and least privilege based on approval.
10. PSP shall ensure that printers are placed in secured areas and access to the printers is restricted to authorized personnel only.
11. Logical access to printers shall be restricted using smart cards, PIN authentication, LDAP authentication, biometric solutions and other solutions
12. Access to print from the printers should also be logically controlled through individual IDs such as respective electronic access control cards, password etc.
13. PSP shall ensure that physical media when transferred (e.g., movement of hard disk from one location to another) is carried out in a secure manner. This may include, but not limited to:
  - I) Before sending any equipment out for repair, the equipment shall be sanitised to ensure that it does not contain any UIDAI sensitive data.
  - II) Media transfer shall be done by authorized individual / agency

- III) Log register shall be maintained for all incoming and outgoing media
  - IV) All activities associated with the transport of information system media shall be restricted to authorized personnel
  - V) Authorized personnel shall be accountable for information system media during transport outside of controlled areas
14. Information systems containing UIDAI information shall be disposed-off securely only after obtaining approval from UIDAI authorized personnel
  15. Periodic reconciliation of various access (logical and physical) shall be performed by PSP
  16. Printer shall be disabled from performing non printing functionalities such as copy, fax and scan etc.
  17. PSP shall document and maintain network diagram that includes all network components such as firewall, routers etc. as well as their connections
  18. Printing of Aadhaar letter shall be physically and logically segregated from other networks of PSP.
  19. The network for printing Aadhaar letter shall be protected through firewall and rules shall be enabled only on need basis and approval.
  20. PSP shall deny communications with (or limit data flow to) known malicious IP addresses (black lists) or limit access only to trusted sites (whitelists).
  21. PSP shall ensure that network devices such as firewalls, routers etc. installed in the premise are configured as per Minimum baseline security standards. PSP shall perform configuration review of the network devices on an annual basis.
  22. Secure connectivity shall be established between PSP provider and CIDR
  23. All systems including desktops, laptops, servers, network devices etc. used for providing services to Aadhaar shall hardened as per the industry best practices such as CIS Benchmarks.
  24. PSP shall ensure that latest patches are installed on all the information assets. The patch management process shall be defined and documented by service provider.
  25. Anti-virus software shall be installed on all systems used to provide services to AADHAAR. Virus definitions shall be updated on a daily basis from the Anti-virus server and daily scans shall be run on the systems.
  26. Security policies such as strong password, password history, password expiry, system login timeout, no admin access, screensaver etc. shall be applied as per UIDAI policy and specifications issued from time to time. Active Directory or similar system shall be used to automatically enforce security policy on all systems.
  27. Network, operating system, database, application, configuration reviews and other information security assessment shall be carried out annually and/or during a significant change in the PSP ecosystem by an independent third party and results will be shared with UIDAI;
  28. Firewall shall be deployed to block public internet access to the printer
  29. All unsecure ports such as telnet, FTP etc. and unwanted network services such as RDP, NetBIOS null sessions etc. shall be disabled on all the systems as applicable.
  30. All XML files containing resident identity information (biometric (photo), demographic, Aadhaar number etc.) information shall be encrypted before

- transferring the data from CIDR to PSP for the purpose of printing Aadhaar Letter. The encryption shall be done using the public key provided by the PSP vendor which should not be less than 2048 bits in length and shall comply with latest UIDAI specifications and policy.
31. The PSP shall delete the XML files containing resident information from all the systems used during printing process once the corresponding Aadhaar letter is printed and dispatched. All invoices raised by the PSP shall be accompanied by a certificate stating that the PSP has permanently deleted from its systems the data pertaining to all residents whose Aadhaar letters have been printed. In no case PSP shall store the resident information in the server/systems for more than 7 days after the dispatch of printed documents.
  32. All XML files containing resident identity information (biometric, demographic data, Aadhaar number etc.) shall stay in encrypted format while in storage within PSP systems.
  33. Secure Key management process shall be maintained for secure key generation, ownership, distribution, archival, storage and revocation by the PSP vendor to protect the keys throughout their lifecycle. HSM shall be used to manage the secret keys and HSM management shall be done as per OEM recommendation and Industry best practice.
  34. End to end security testing of the Aadhaar related applications used by the PSP shall be provisioned by PSP. The testing results shall be shared with UIDAI annually or on need basis.
  35. Any changes to the information processing facilities and systems shall be first approved by appropriate authority within PSP and shall be logged. These changes can be:
    - I) Configuration changes
    - II) Change of OS
    - III) Use of new technology
    - IV) etc.
  36. A record of all changes shall be maintained along with the appropriate artefacts
  37. The PSP shall get its operations audited by an information systems auditor certified by a recognised body under the Information Technology Act, 2000 and furnish certified audit reports to the Authority, upon request or at time periods specified by the Authority.
  38. UIDAI shall reserve right to audit systems and processes of the PSP on an annual basis and /or need basis to ensure compliance with stipulated security policy published time to time, but not limited to this document. The audit plan shall include information security and technical testing controls required to protect UIDAI information assets. UIDAI shall share the findings of the audit with the PSP;
  39. If any non-compliance is found as a result of the audit, the PSP shall:
    - a) Determine the causes of the non-compliance;
    - b) Evaluate the need for actions to avoid recurrence of the same;
    - c) Determine and implement corrective action;
    - d) Review the corrective action taken.
  40. FPSP and their partners shall ensure compliance to all the relevant laws, rules and regulations, including, but not limited to, Aadhaar Act 2016, Aadhaar Regulations

- 2016, Information Technology Act 2000 and 2008 amendments and other prevailing laws.
41. The PSP shall ensure compliance to the information security policy of UIDAI.
  42. PSP shall remediate critical and high security gaps within 7 days of being reported to UIDAI or within 7 days of being reported by UIDAI and share a compliance report.

**ANNEXURE XIII:****List of Documents Submitted**

Date :

Bid No.:

**To****The Director (Tech)(Logistics)****Unique Identification Authority of India (UIDAI)****6<sup>th</sup> Floor, Bangla Sahib Road, Behind Kali Mandir,****Gole Market, New Delhi-110001.**

We, the undersigned, declare that:

The following documents listed herein have been submitted –

Sr. No.	Document Type	Fulfilling Clause No.	Page No. (Attached in the document)	Remarks

(Signature)

**Authorized Signatory**

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

Office Seal: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEXURE XIV: Certificate under Preference to 'MAKE IN INDIA'**

Format for Self Certification under Preference to "MAKE IN INDIA" Policy

**CERTIFICATE**

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of tender, we hereby certify that we M/s \_\_\_\_\_  
(supplier name) are local supplier meeting the requirement of minimum Local content (50%) as defined in above orders for the material against Tender No. \_\_\_\_\_

Details of location at which local value addition will be made is as follows: -----  
-----

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory



## ANNEXURE XV: PRE-CONTRACT INTEGRITY PACT

(Format of Integrity Pact)

### PRE CONTRACT INTEGRITY PACT

This pre-bid /pre contract Agreement (hereinafter called Integrity Pact) is made on .....day of .....(month & year) between UIDAI, A statutory Body of Government of India and having registered Office UIDAI Headquarter, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delh-110001 hereinafter referred to as "The Buyer" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part.

And

M/s \_\_\_\_\_, a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at\_\_\_\_represented by Shri \_\_\_\_\_, hereinafter referred to as "The Bidder/Contractor/PSP /PSP" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the Buyer proposes to obtain services and printing and dispatch of Aadhaar Letter, under laid down organizational procedures, contract/s for\_\_\_\_(Name of the work/ goods/ services) and the Bidder/Contractor/PSP is willing to offer the said Contract.

WHEREAS the Bidder/Contractor/PSP /PSP is a private company / public company/ Governmentundertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Buyer is A Statutory Body as per Aadhaar Act under Government of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :

Enabling the Buyer to obtain the desired said (work/ goods/ services) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling the Bidder(s)/Contractor(s)/PSP(s) to abstain from bribing or indulging in any corrupt

practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Buyer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties here by agree to enter into this Integrity Pact & agree as follows:

1.0 Commitments of the Bidder/Contractor/PSP

- 1.1 The Bidder/Contractor/PSP undertakes that no official of the Bidder/Contractor/PSP, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder/Contractor/PSP, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The Bidder/Contractor/PSP will, during the pre-contract stage, treat all the Bidders/Contractors/PSPs/PSPs alike, and will provide to all the Bidders/Contractors/PSPs/PSPs the same information and will not provide any such information to any particular Bidder/Contractor/PSP which could afford an advantage to that particular Bidder/Contractor/PSP in comparison to other Bidders/Contractors/PSPs.
- 1.3 All the officials of the Bidder/Contractor/PSP will report to the appropriate Authority any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

### 3.0 Commitments of the Bidder(s)/Contractor(s)/PSP(s)

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

3.1. The Bidder(s)/Contractor(s)/PSP(s) will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bidder/Contractor/PSP, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation/completion of the contract.

3.2 The Bidder/Contractor/PSP further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Bidder/Contractor/PSP or otherwise in procuring/awarding the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Bidder/Contractor/PSP for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Bidder/Contractor/PSP.

3.3 The Bidder(s)/Contractor(s)/PSP(s) shall disclose the name and address of agents and

- representatives and Indian Bidder(s)/Contractor(s)/PSP(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s)/Contractor(s)/PSP(s) shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The Bidder/Contractor/PSP, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.6 The Bidder/Contractor/PSP will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The Bidder/Contractor/PSP will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The Bidder/Contractor/PSP shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Buyer as part of the business/work relationship, regarding plans, technical proposals, technical know & how and business details, including information contained in electronic data carrier. The Bidder/Contractor/PSP also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The Bidder(s)/Contractor(s)/PSP(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The Bidder(s)/Contractor(s)/PSP(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the Bidder/Contractor/PSP or any employee of the Bidder/Contractor/PSP or any person

acting on behalf of the Bidder/Contractor/PSP , either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder(s)/Contractor(s)/PSP(s) firm (excluding Public Ltd. Company listed on Stock Exchange), the same shall be disclosed by the Bidder/Contractor/PSP at the time of filling of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

3.13 The Bidder(s)/Contractor(s)/PSP(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any person/ entity related to the Buyer.

3.14 The representative of the Bidder(s)/ Contractor(s)/ PSP(s) signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.

#### 4.0 Previous Transgression

4.1 The Bidder(s)/Contractor(s)/PSP(s) declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.

#### 5.0 Earnest Money (Security Deposit)

The provision regarding Earnest Money/Security Deposit as detailed in the Tender Document and Scope of Work of the BidDocument is to be referred.

#### 6.0 Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the Bidder/Contractor/PSP or any one employed

by it or acting on its behalf shall entitle the Buyer to take action as per the procedure of procurement/ prevailing in any Government.

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder/Contractor/PSP. However, the proceedings with the other Bidder(s)/Contractor(s)/PSP(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is Signed) shall stand forfeited either fully or partially, as decided by the Buyer and the Buyer shall not be required to assign any reason thereof.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the Bidder/Contractor/PSP. The Bidder/Contractor/PSP shall be liable to pay compensation for any loss or damage to the Buyer resulting from such cancellation/rescission and the Buyer shall be entitled to deduct the amount so payable from the money(s) due to the Bidder/Contractor/PSP .
- (iv) To encash the Bank guarantee, in order to recover the dues if any by the Buyer, along with interest as per the provision of contract.
- (v) To debar the Bidder/Contractor/PSP from participating in future bidding processes of UIDAI, Government of India as per provision of Government manual, which may be further extended at the discretion of the Buyer.
- (vi) To recover all sums paid in violation of this Pact by Bidder(s)/Contractor(s)/PSP(s) to any middleman or agent or broker with a view to securing the contract.
- (vii) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Buyer with the Bidder/Contractor/PSP, the same shall not be opened/operated.
- (viii) Forfeiture of Performance Security in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 6.2 The Buyer will be entitled to take all or any of the actions mentioned in the RFP/ Contract by the Bidder/Contractor/PSP or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/Contractor/PSP ), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the Buyer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/Contractor/PSP shall be final and conclusive on the Bidder/Contractor/PSP. However, the Bidder/Contractor/PSP can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

#### 7.0 Fall Clause – Deleted

#### 8.0 Independent External Monitors)

- 8.1 The Buyer has appointed Independent External Monitors (hereinafter referred to as monitors) for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The right to access records should only be limited to the extent absolutely necessary to investigate the issue related to the subject tender/contract.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform CEO,UIDAI and request UIDAI to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit recommendations, these recommendations would be in the nature of advice would not be legally binding. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.



- 8.6 The Bidder(s)/Contractor(s)/PSP(s) accept that the Monitor has the right to access without restriction, to all Project documentation of the Buyer including that provided by the Bidder/Contractor/PSP. The Bidder/Contractor/PSP will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor shall be under contractual obligation to treat the information and documents of the Bidder/Contractor/PSP with confidentiality.
- 8.7 The Buyer will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings as and when required.
- 8.8 The Monitor will submit a written report to the CEO, UIDAI, within 8 to 10 weeks from the date of reference or intimation to him by the Bidder/Contractor/PSP/Bidder and should the occasion arise, submit proposals for correcting problematic situations.
- 8.9 The word "Monitor" would include both singular and plural.

#### 9.0 Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Buyer or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder/Contractor/PSP and the Bidder/Contractor/PSP shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

#### 10.0 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is New Delhi. The arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

#### 11.0 Other Legal Actions

- 11.1 The actions stipulated in this Integrity Pact are without prejudice to any other legal action

that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

11.2 Changes and supplements as well as termination notice need to be made in writing.

11.3 If the Contractor/Bidder/PSP is a partnership or a consortium or a joint venture, this pact must be signed by all partners of the consortium/joint venture.

#### 12.0 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Contractor/PSP, including warranty period & Defect Liability period as the case may be, whichever is later. In case BIDDER/CONTRACTOR/PSP is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13.0 The Parties hereby sign this Integrity Pact as part of the contract at\_on\_and parties concerned are bound by its provisions.

BUYER	Bidder/Contractor/PSP
Name of the Officer	(Authorized Person)
Designation	(Name of the Person)
	Designation
Place_____	Place_____
Date_____	Date_____
Witness1._____	Witness1._____
(Name and address)	(Name and address)
2._____	2._____
(Name and address)	(Name and address)

Note:

1. Signature of Buyer will be appended at the office of the BUYER after its successful submission to Buyer.

2. The signature and seal of the Bidder/Contractor/PSP will be appended on the submission of the Bid Document.

**ANNEXURE XVI: Format of Certificate from PSP****To whomsoever it may concern**

*(To be submitted on the Letter head of the applicant where the Bidder)*

To,

Director (Tech)(Logistics)  
Unique Identification Authority of India  
6th Floor, Headquarters  
Bangla Sahib Road,  
Behind Kali Mandir, Gole Market  
New Delhi – 110 001

**Reference:** RFP document no.22011(18)/1/2022-Logistics dated\_\_\_\_\_.

We M/s..... hereby undertake and agree to pass on any amount received in the form of commissions, discount, rebate on franking value and rebate for pin-code wise sorting of mails from DoP whether statutory or commercial in nature under Standard operating Procedure dated 05.08.2010 issued by Department of Posts or any amendment made thereto or pursuant to any similar order rule, notification or direction etc. made from time to time in any other form in connection to activities pursuant to this contract or to the services or in the discharge of obligations under the contract to UIDAI HQ New Delhi.

In case of failure in complying with the aforesaid provisions in RFP/contract, UIDAI reserves the right to cancel the contract and recover the amount from the Invoices/Bank Guarantee of Print Service Provider and/or other options available.

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Designation of Signatory: \_\_\_\_\_

Name of Firm/Entity: \_\_\_\_\_

Registered Address: \_\_\_\_\_

**APPENDIX A****SPECIFICATION OF AADHAAR LETTER AND ENVELOPE****A. AADHAAR LETTER**

1. Printing of Aadhaar Letter shall be as per the specifications of design and colour scheme indicated by UIDAI.
2. Specifications of Aadhaar Letter:

1.	Document Paper	200 GSM Art Paper – Glossy Finish
2.	Dimensions	210 MM X 85 MM –No fold
3.	Colour	Both sides 4 colour variable printing
4.	Lamination	25 microns on both side
6.	Variable data	As per design. Includes a color photograph of not less than 600x600 dpi/true optical resolution
7.	Special feature	QR code with 3000 + numeric characters of approximately 1inch x 1inch size printed on both sides, readable by QR code scanner and mobile app.

*Note: Scanned copy of Aadhaar Letter and Bal Aadhaar are available at  
**Annexure-VI***

**B. ENVELOPE**

1. Printing of Envelope shall be as per the specifications of design and colour scheme indicated by UIDAI.
2. Specifications of envelope:

1.	Envelope type	Secured, protected window type for address & tracking barcode visibility. 100 GSM MapLitho Window Film – 25 microns with proper stiffness, high tensile strength, excellent optics and good water barrier properties.
2.	Dimensions	To accommodate one Aadhaar Letter. Should support automatic insertion/enveloping.
3.	Colour	Both sides 4 colour printing.
Note: Scanned copy of Aadhaar Envelope and Order Aadhaar Envelope are available at <b>Annexure-VII</b>		

**APPENDIX B****SKIPPED FILE MIS FORMAT**

FIELD NAME	SAMPLE DATA	REMARKS
<b>EID</b>		Enrolment ID number
<b>PRINT_XML_NAME</b>		XML File Name
<b>ERROR_CODE</b>		Error Code Number
<b>ERROR_TYPE</b>		Error Type Description
<b>REMARKS</b>		Additional Details about error type.

**The Reason for skipping records shall be specified by UIDAI.**

**APPENDIX C****PRINTING FILE MIS FORMAT**

FIELD NAME	SAMPLE DATA	REMARKS
<b>EID</b>		Enrolment ID number
<b>EY_NO</b>		Unique Document Tracking Barcode
<b>PRINT_XML_NAME</b>		XML File Name
<b>PRINT_DATE</b>		Date of Print of Document
<b>BAG_NO</b>		Bag Number Provided
<b>BAG_DELIVERY_DATE_INPOST</b>		Date of Bag Delivery to Delivery Partner
<b>DISPATCH_DATE_PRINTER</b>		Date of Dispatch of document by Printer

**APPENDIX D****Report regarding Order Aadhaar Re-print Letters****(i) For data downloaded:**

Download Date	EID No	Print XML File Name	SRN	Language Code

**(ii) For Print & Dispatch:**

Download Date	EID No	Print XML File Name	SRN	Language Code	AWB Number	Print Date	Dispatch Date	Remarks

**(iii) Booking File format:**

EID	EY_NO	PRINT_XML_NAME	PRINT_DATE	BAG_NO	BAG_DELIVERY_DATE_INPOST	DESPATCH_DATE_PRINTER	SRN	DOWNLOAD_DATE



**APPENDIX E**  
**FORM OF PERFORMANCE SECURITY BANK GUARANTEE**

**(To be stamped in accordance with Stamp Act)**

**The non-judicial stamp paper should be in the name of issuing Bank**

**Ref.....**

**Bank Guarantee**

**No.....**

**Date.....**

To

Headquarters - Unique Identification Authority of India  
Ministry of Electronics & IT,  
6<sup>th</sup> Floor, Bangla Sahib Road, Behind Kali Mandir,  
Gole Market, New Delhi-110001

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & IT , Government of India, (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at ..... (hereinafter referred to as the "PSP" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... dated ..... and the same having been acknowledged by the PSP, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the PSP having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. .... (in words & figures).

2. We.....  
...(Name & Address of Bank Branch) having its Head office at ..... (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the PSP merely on a demand from the Purchaser. The amount claimed may be due by way of inconvenience caused to or would be caused to or suffered by the Purchaser by reason of breach by the said PSP(s) of any of the terms or conditions contained in the said Agreement or by reason of the PSP(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the PSP or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We

agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.

- 3. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the PSP. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the PSP, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the PSP or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
- 4. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the PSP and notwithstanding any security or other guarantee the Purchaser may have in relation to the PSP’s liabilities.
- 5. This guarantee will not be discharged due to the change in the constitution of the Bank or the PSP(s).
- 6. Notwithstanding anything contained hereinabove:
  - (1) Our liability under this guarantee is restricted to Rs. .... (in words & figures).
  - (2) This Bank Guarantee will be valid upto .....; and
  - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....2022 at.....

**WITNESS**

.....  
 (Signature)  
 .....  
 (Name)

.....  
 (Signature)  
 .....  
 (Name)

.....  
(Official Address)  
Stamp)  
Attorney as per Power of Attorney No.....  
Dated.....

.....  
(Designation with Bank

## APPENDIX F

### Non-Disclosure Agreement

This Non-Disclosure Agreement (“Agreement”) is executed on \_\_\_ day of \_\_\_\_ 2022 (“Effective Date”), by and between:

**Unique Identification Authority of India** or UIDAI, through its Chief Executive Officer, having its office at 9<sup>th</sup> Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi – 110001, (hereinafter referred to as the “**Authority**” which expression shall, unless repugnant to the context and meaning include its successors, administrators and assigns) of the ONE PART;

### AND

\_\_\_\_\_, a Company duly registered under the Companies Act 1956 / 2013, through its authorized representative [Name] holding the designation [Designation], having its registered office at [address], (hereinafter referred to as the “**Bidder**” which expression shall, unless repugnant to the context and meaning, include its successors, administrators, executors, attorneys, agents and assigns) of the OTHER PART.

### WHEREAS:

- A. The Bidder is desirous of bidding for Bid No..... covering “[RFP FOR SELECTION OF PSP FOR PRINTING AND DISPATCH OF AADHAAR DOCUMENTS]” (hereinafter called the said 'RFP') issued by the Authority.
- B. The Bidder is aware and confirms that the Authority’s business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Authority in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Authority.

### NOW THEREFORE,

In consideration of disclosure of confidential information, and in order to ensure the Authority’s grant to the Bidder of specific access to Authority’s confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

- 1 The confidential information to be disclosed by the Authority shall include without limitation, any and all information in written, representational, electronic, verbal or other form, whether or not expressly marked as “Confidential”, relating directly or indirectly to inventions, processes, products, methodologies, algorithms, risk matrices, thresholds, parameters, reports, data, models, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies, operating techniques, source codes, object codes, “know how”, drawings, designs, patents, copyright, trademarks, trade secrets, unpublished records and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.
- 2 Subject to clause 11 of this Agreement, it is hereby agreed by the Bidder that this Agreement shall apply in perpetuity and shall survive the termination of any other contract, agreement, arrangement or understanding entered into by or executed between the Authority and the Bidder.
- 3 Confidential Information does not include information which:
  - a) the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - b) information in the public domain as a matter of law;
  - c) is obtained by the Bidder from a third party without any obligation of confidentiality;
  - d) the Bidder is required to disclose by order of a competent court or regulatory authority;
  - e) is released from confidentiality with the written consent of the Authority.The Bidder shall have the burden of proving hereinabove are applicable to the information in the possession of the Bidder.
- 4 The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event the degree of confidentiality shall be less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a) to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
  - b) to only make copies as specifically authorized by the prior written consent of the Authority and with the same confidential or proprietary notices as may be printed or displayed on the original;
  - c) to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, provided such employees, agents and representatives have duly executed a Non-Disclosure Agreement with the Bidder, to maintain confidentiality of the Confidential Information disclosed to them; and
  - d) to treat Confidential Information as confidential unless and until Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.
- 5** The Bidder agrees to indemnify the Authority against any and all losses, damages, claims, or expenses incurred or suffered by the Authority as a result of the Bidder's breach of this Agreement.
- 6** Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder undertakes that it shall be liable for any and all unauthorized access to and disclosure of Confidential Information by any of its employees, agents and / or representatives.
- 7** The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
- 8** The Bidder agrees that upon termination/expiry of this Agreement or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other

writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

- 9** Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and/or termination of the contract or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Authority. Without prejudice to the above the Bidder shall promptly certify to the Authority, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Authority in respect of the Confidential Information.
- 10** In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall notify the Authority within 24 hours and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Authority. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.
- 11** The Bidder covenants and agrees that, during the term of its engagement with the Authority and for twelve (12) months after the termination thereof, regardless of the reason for the termination, the Bidder shall not, directly or indirectly, represent any entity or authority engaged in same or substantially similar nature of work as that of the Authority, anywhere in the world, for any work which is similar to the Bidder's scope of work as provided by the Authority.
- 12** This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India. The Recipient in the provision of its services under the contract shall be governed at all times by the

provisions of Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the regulations framed there under as amended from time to time. Notwithstanding anything contained therein, if the Recipient contravenes any provisions of Aadhaar Act, 2016 and the Regulations framed thereunder, as applicable to the services rendered under the RFP and / or this Agreement, the Recipient shall be liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this Agreement.

- 13** The Bidder understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Authority irreparable damage, the amount of which may be difficult to ascertain and, therefore, agrees that the Authority shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Authority shall deem appropriate. Such right of the Authority shall be in addition to Remedies otherwise available to the Authority at law or in equity.

For and on behalf of:

For Authority

For Bidder

(Authorised Signatory Office Seal:)

(Authorised Signatory Office Seal:)

Name:

Name:

Designation: Chief Executive Officer

Designation:

Date:

Date:

Place:

Place:



## APPENDIX G: BANK GUARANTEE FOR EMD

(To be Stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank

Ref..... Bank Guarantee No.....

Date.....

To

Unique Identification Authority of India

6th Floor, Bangla Sahib Road, Behind Kali Mandir,

Gole Market, New Delhi – 110 001

Dear Sirs,

In accordance with Invitation to Bid under your Specification No..... M/s ..... having its Registered/Head Office at..... (hereinafter called the 'Bidder') wish to participate in the said Bid or..... and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of..... valid upto ..... on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

We, the ..... Bank at ..... (local address) having our Head office at ..... guarantee and undertake to pay immediately on demand by Unique Identification Authority of India (UIDAI), the amount of .....(in words & figures) without any reservation, protest, demur and recourse. Any such demand made by said 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).

Notwithstanding anything contained hereinabove:

Our liability under this guarantee is restricted to Rs ..... (in words & figures).

This Bank Guarantee will be valid upto .....; and

We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before .....

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....2022.....at.....

WITNESS

.....  
(Signature)

.....  
(Signature)

.....  
(Name)

.....  
(Name)

.....  
(Official Address)

.....  
(Designation with Bank Stamp)

Attorney as per Power of Attorney No.....

Dated.....