



**REQUEST FOR PROPOSALS  
FOR  
PRINT SERVICE PROVIDERS (PSP) FOR PRINTING OF  
AADHAAR PVC CARD**

21<sup>st</sup> January, 2022

**RFP NO: HQ-22017(12)/4/2021-LOG-HQ - Logistics**

**UNIQUE IDENTIFICATION AUTHORITY OF INDIA**

Government of India (GoI)  
Unique Identification Authority of India  
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## SECTION-I

### PART-I: INVITATION TO BID:

1. The Chief Executive Officer, Unique Identification Authority of India invites proposals from reputed and reliable firms for the “Print Service Provider for printing of Aadhaar PVC Card”.
2. 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 Central Public Procurement Portal (CPPP) website: <https://eprocure.gov.in/eprocure/app> not later than the date and time laid down in Data Sheet in Part II of Section II of RFP. Bidders are advised to follow the instructions provided in the ‘Instructions to Bidders’ for the e-submission of the bids online through the CPPP for e-Procurement at <https://eprocure.gov.in/eprocure/app>. Bid documents may be scanned and uploaded.
3. **Manual bids shall not be accepted.**
4. 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 tampered/ 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..
5. Not more than one bid 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 and decision of the UIDAI in this regard shall be final and binding.
6. Intending bidders are advised to visit again UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and CPPP website <https://eprocure.gov.in/eprocure/app> **at least 1 day** prior to closing date of submission of tender for any corrigendum/addendum/amendment.
7. The Hard Copy of Bid security Declaration and original copy of affidavits must be delivered at the address as mentioned in the Data Sheet (Part II of Section-II of RFP) on or before bid opening date and time. Bid will be rejected in case of non-receipt of original payment instrument against the submitted bid.
8. Bids will be opened as per date/time as mentioned in the Data Sheet of Part II of Section II of the RFP. After online opening of Technical-Bid the results of their evaluation as well date of Price-Bid opening will be intimated later.
9. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>

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- 10.** The Purchaser shall not be responsible for non-receipt/non-delivery of the Bid documents due to any reason whatsoever.
- 11.** 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
- 12.** The response to the RFP should be uploaded on or before the date and time specified in the schedule for RFP in Data Sheet (Part II of Section-II).
- 13.** The UIDAI reserves the right to reject any or all the Bids in whole or part without assigning any reasons.
- 14.** This “Invitation to Bid” is non-transferable and/or non - assignable under any circumstances.
- 15.** Address for Communication:
- “Print Service Provider (PSP) for printing of Aadhaar PVC Card”
  - Assistant Director General- Logistics
  - Unique Identification Authority of India
  - 6th 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 the 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 28th January, 2009. Later, on 12 September 2015, the Government revised the Allocation of Business Rules to attach the UIDAI to the Department of Electronics & 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 around 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 (as amended) 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.

UIDAI has started a facility to the resident of India for ordering 'Aadhaar PVC Card' online by paying a nominal fee. Aadhaar printed on PVC Cards (along with some security and standard features) will be dispatched to the resident's address (as registered with Aadhaar) through Speed Post services of Department of Posts or any other mode of delivery, by selected bidders. The Resident will be charged for the Order Aadhaar PVC Card Service which includes the printing, delivery and other miscellaneous cost. The Speed Post charges for the Aadhaar PVC card will be paid by UIDAI as per the NAF/BNPL account from the funds received from residents for ordering Aadhaar PVC cards.

6. This "Request for Proposal (RFP)" [RFP used interchangeably with Tender] document is therefore intended to invite bids from reputed and reliable companies for undertaking the work of Printing and Dispatch of the Aadhaar PVC cards. The data for printing of the PVC Cards will be provided by the UIDAI in an electronic form.
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 receive **5 (five) crore** request for Aadhaar PVC Card in **03** (three years) from the date on which this Contract comes into force (the estimation has been made based on the average requests received from residents which is subject to changes also). The volume stated above is an estimation and may increase during three years in which case contract volume may be revised and additional Performance security will be sought from selected print service providers within the limit of tenure of the contract Request volumes will be divided between the PSPs i.e. PSP1 (L1) and PSP2 (Matching L1) in ratio of 60:40.

**Note:** *The projected number of requests to be received from resident is only indicative and meant for purpose of evaluation of Bidder proposal. Actual volumes may vary as per the demand received from residents. Bidders may make a reasonable estimation of the market.*

## PART-III: GLOSSARY AND ACRONYMS:

### A. Glossary of Terms

1. **The Aadhaar Act, 2016** - means Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 ( as amended) and the regulations framed thereunder as amended from time to time
2. **Aadhaar/Aadhaar number** – “Aadhaar number” means an identification number issued to an individual under sub-section (3) section 3 and includes any alternate virtual identity generated under sub-section (4) of that section of Aadhaar Act, 2016 as amended from time to time.
3. **Authority** – “Authority” means the Unique Identification Authority of India established under sub-section (1) of section 11 of Aadhaar Act, 2016
4. **Aadhaar Letter** – A printed paper form of communication for conveying UID to Resident.
5. **Aadhaar PVC Card** – A printed PVC based Aadhaar Card form of communication for conveying UID to Resident.
6. **Biometric Information** – Means photograph, fingerprints, iris scan, or such other biological attributes of an individual as may be specified by regulations under Aadhaar Act, 2016.
7. **Demographic Information (data)** – 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 and income or medical history.
8. **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;
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.

### B. Acronyms

1. **CIDR** – Central Identities Data Repository
2. **DoP** – Department of Posts
3. **EID** – Enrolment Identification Number
4. **PoD** – Proof of Dispatch
5. **SoW** – Scope of Work
6. **UID** – Unique Identification number.
7. **PVC** – Poly Vinyl Chloride
8. **PSP** – Print Service Provider

## 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 (as amended) and the regulations framed 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”</b> (Section II of the RFP) 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 suppliers.</p> <p>(e) <b>“CPP Portal”</b> means the Central Public Procurement 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>“Service Provider”</b> means the Bidder/s that has been selected by the Purchaser for execution of the services.</p> <p>(g) <b>“Selected bidder”</b> means the Bidder/entity selected in reference to this RFP.</p> <p>(h) <b>“Purchaser”</b> means, <b>“Unique Identification Authority of India”</b> (UIDAI) with which the selected Bidder signs the Contract for the Services.</p> <p>(i) <b>“Scope of Work”</b> (SoW) explains the objectives, scope of work, activities, tasks to be performed and the respective responsibilities of the Purchaser and the Service Provider. It also includes the Service Level Agreement (SLA). A complete elaboration is available in Section III of the RFP.</p> <p>(j) <b>“Standard Contract”</b> means the Annexure-III of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Service Provider.</p> <p>(k) <b>“Confidential Information”</b> means any information disclosed to or by any</p>
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	<p>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 confidential nature 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>(l) "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 CPP Portal</b></p>	<p>i) The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificate. The instructions given below are meant to assist the bidders in registering on the CPP Portal, preparing their bids in accordance with the requirements and submitting their bids online on the CPP Portal.</p> <p>ii) More information useful for submitting online bids on the CPP Portal may be obtained at: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p> <p><b>1. Registration</b></p> <p>i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.</p> <p>ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p> <p>iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</p> <p>iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by Controller of Certifying Authorities (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.</p> <p>v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC to others which may lead to misuse.</p> <p>vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.</p> <p><b>2. Searching for tender document</b></p>

- i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

### **3. Preparation of bids**

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 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. Please note the number of packets in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. However, bidder must ensure that the submitted documents are legible.
- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **4. Submission of bids**

- 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.

- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Bidder has to select the payment option as “offline” to pay the tender fee and EMD as applicable and enter details of the instrument.
- 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.
- v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided in the RFP 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, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- vi) Bidder should comply with ‘Make in India’ (MII) guidelines issued by Gol and submit duly filled Annexure XIII for reference.
- vii) The server time (which is displayed at the top of the tender site on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- viii) As per CPP Portal, all the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the Secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. These instructions are available CPPP website at link <https://eprocure.gov.in>

	<p>ix) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message &amp; a bid summary will be displayed with the bid no. and the date &amp; time of submission of the bid with all other relevant details.</p> <p>x) 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> <p><b>5. 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>ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Foreign bidder can get help at +91-7878007972, +91-7878007973.</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 Suppliers, 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.</p> <p>iv) The date, time and address for submission of the bid have been given in Data Sheet at Part II of Section-II of RFP.</p> <p>v) Interested Bidders are invited to upload the documents for Pre-Qualification, Technical Bid and Financial Bid, strictly as per Part V of Section II – “Instructions on Bid Preparation and document Checklist”.</p> <p>vi) 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>	<p>i) A Bidder shall upload only one Financial Bid. If a Bidder submits or participates in more than one bid, such bids shall be disqualified.</p>
<b>3.2 Bid Validity</b>	<p>ii) The Part II of Section-II ‘Data Sheet’ indicates the period for which the Bidders’ Bid must remain valid after the submission date.</p>
<b>3.3 Consortium</b>	<p>i) 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.</p>



<b>3.4 Tenure of Contract</b>	<ul style="list-style-type: none"> <li>i) The tenure of the Contract shall be as specified in 'Data Sheet' at Part-II of Section-II.</li> <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 of two weeks.</li> </ul>
<b>4. Clarification and Amendment of RFP Document</b>	<ul style="list-style-type: none"> <li>i) Bidders may request a clarification in the RFP document up to the number of days indicated in 'Data Sheet', before the bid submission date. Any request for clarification must be sent by standard electronic means to the Purchaser's address as indicated in the Schedule.</li> <li>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. The addendum/corrigendum issued shall be binding on all Bidders.</li> </ul>
<b>5. Preparation of Financial bid</b>	<ul style="list-style-type: none"> <li>i) The preparation of the Financial Bid as well as all related correspondence exchanged by the Bidders and the Purchaser shall be in English.</li> <li>ii) The Financial Bid shall be prepared using the attached Standard Form as in BOQ (MS Excel format), 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.</li> <li>iii) The Financial Proposal/Commercial bid format as in Annexure-II of Section V is also provided as BOQ_XXXX.xls along with this tender document at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> Bidders are advised to download this BoQ_XXXX.xls 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 tenderer is liable to be banned from doing business with UIDAI. In case of discrepancy between the BOQ and Annexure-II of RFP, <b>BOQ will prevail.</b></li> </ul>
<b>6. Taxes</b>	<ul style="list-style-type: none"> <li>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.</li> <li>ii) Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs 00.00)</li> <li>iii) The PSP shall be entirely responsible for all taxes, duties, octroi, license</li> </ul>

	<p>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 submission of Bid by the Bidder, the same shall be passed on to the Purchaser/PSP. Bidder shall provide the cost of the services and all applicable taxes separately as per the format provided</p>
<p><b>7. Earnest Money Deposit (EMD)</b></p>	<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 validity 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 Organisation, or with the Ministry of Electronics and Information Technology (MeitY), or Startups as recognized by Department of Industrial Policy &amp; Promotion (DIPP) 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 and forfeiture of EMD, 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>
<p><b>7.1 Forfeiture of EMD</b></p>	<p>The entire EMD shall be forfeited by the Purchaser in the following events:</p> <p>i) If Bidder withdraws its bid during the validity period or any extension agreed by the Bidder thereof.</p>

	<p>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.</p> <p>iii) If the Bidder tries to influence the evaluation process.</p> <p>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).</p>
<b>8. Tender Fees</b>	<b>Tender Fee is not applicable as per GFR, 2017</b>
<b>9. Performance Security /Performance Bank Guarantee</b>	<p>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.</p> <p>ii) Selected PSP shall have to submit additional PS @10 per cent of the cost of the additional allocated volume of work, in case of allocation of additional work within the tenure of the contract.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>vi) UIDAI shall notify the bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the 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</p>

	<p>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>
<b>10. Submission, Receipt and Opening of Bids</b>	<p>i) An authorized representative of the Bidders shall initial/sign all pages of the original Financial Bid before uploading on CPPP website. The authorization shall be in the form of a written power of attorney or board resolution in the name of the authorized signatory accompanying the technical bid 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 CPPP website: <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> not later than the time and the date indicated in the Data Sheet, or any extension to this date by the purchaser. Any bid received by the Purchaser after the deadline for submission shall not be considered.</p> <p>iv) Bidder should comply with 'Make in India' (MII) guidelines issued by Gol and submit duly filled <b>Annexure XIII</b> for reference.</p>
<b>11. Right to Accept/ Reject the Bid</b>	<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>
<b>12. Public Opening and Evaluation of Financial Bids</b>	<p>i) Financial bids shall be opened on the date &amp; time specified in the Schedule.</p> <p>ii) The Purchaser reserves the right to correct any computational errors, arithmetic 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 <b>Part-IV of section-II</b>.</p>
<b>13. Dis-</b>	<p>1. Purchaser has the sole discretion to disqualify any bidder and at any time during the evaluation of bid, if the bidder:</p>

<b>qualification</b>	<ul style="list-style-type: none"> <li>i) Submitted the bid after the response deadline;</li> <li>ii) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;</li> <li>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 project in the preceding three years;</li> <li>iv) Submitted a bid that is not accompanied by required documentation or is non-responsive;</li> <li>v) Failed to provide clarifications related thereto, when sought;</li> <li>vi) Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;</li> </ul>
<b>14. Award of Contract</b>	<ul style="list-style-type: none"> <li>i) The Purchaser shall issue a 'Letter of Award of contract' to the selected Bidders after acceptance of work plan.</li> <li>ii) The Selected Bidders will sign the contract within 15 days of notification of Award of contract.</li> <li>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 lowest 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 Service Provider.</li> </ul>
<b>15. Termination of Contract</b>	<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:**

Paragraph Reference	Details
3 (iv)	<p><b>Name and Details of Purchaser:</b></p> <p>Chief Executive Officer (CEO),  Unique Identification Authority of India  9th 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>“Print Service Provider (PSP) for printing of Aadhaar PVC Card”  Assistant Director General – Logistics  Unique Identification Authority of India  6th Floor, Bangla Sahib Road,  Behind Kali Mandir, Gole Market  New Delhi – 110 001</p> <p><i>(The Hard Copy of original instruments in respect of tender document and Bid Security Declaration(as per the prescribed format) must be delivered to the above address on or before bid opening date/time as per the procedure defined in Part-V of Section-II and as specified in Schedule provided in the Data Sheet.)</i></p>
3.2	Bids must remain valid for <b>180 days</b> after the closing date of bid.
3.4(i)	<p><b>Tenure of Contract:</b></p> <p>The contract shall be in force for <b>3 (three) years from the date of signing of the Contract</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>

	<a href="mailto:letter@uidai.net.in">letter@uidai.net.in</a> (The email-ids of prospective bidders shall be shared on above email-id for correspondence regarding VC link for Pre-bid meeting) (The clarification will be given on the CPP portal only). All email must have "Pre Bid queries: PSP for printing of Aadhaar PVC Card" as subject. The website address is www.uidai.gov.in	
7	<b>Amount of EMD is 48 Lakhs (Rupees Forty Eight Lakhs)</b>	
8	Tender Fee is not applicable as per GFR, 2017	
9	Performance Security (PBG) will be 10% of the contract value	
	Method of Selection (determined through bidding process): <b>PSP1 (60% Volume) : L1 (Discovered Rate)</b> <b>PSP2 (40% Volume) : Matching L1</b>	
	<b>Schedule for RFP</b>	
S. No.	Activity	Date
1.	Date of issue of the RFP	<b>21.01.2022</b>
2.	Pre-Bid conference (Venue: UIDAI HQ, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi-110001)	<b>31.01.2022 (at 1500 hrs)</b> <b>(For VC link please share your details on e-mail: letter@uidai.net.in)</b>
3.	Last date for submission of written Queries	<b>07.02.2022 (up to 1700 hrs)</b>
4.	Date for issue of clarifications	<b>18.02.2022</b>
5.	Bid submission Start Date	<b>21.02.2022</b>
6.	Last date for submission of bids	<b>03.03.2022</b> <b>(up to 1500 hrs)</b>
7.	Opening of pre-qualification sheets	<b>04.03.2022</b> <b>(at 1500 hrs)</b>
8.	Technical Evaluation	<b>Shall be intimated later</b>
9.	Opening of Financial offers	<b>Shall be intimated later</b>

## PART-III: ELIGIBILITY CRITERIA

### 1. Pre-Qualification 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 in given tabular formats.

**Important:** Those service providers 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( <i>Certificate of Authority to be provided</i> )	
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 in the name of the bidder valid as on the date of bid submission.		
2.	The Bidder's Average Annual Turnover of at least <b>Rs 40 Cr (Rupees Forty Crore Only)</b> from the PVC Card variable data printing within India only, during the previous three financial years (2018-2019, 2019-2020 and 2020-2021)	Certified copies from CA of audited financial statements & annual report for three financial years i.e. 2018-2019, 2019-2020 and 2020-2021 from revenues related to printing.  In case revenues from PVC card printing activity are not separately mentioned in the financial statement, a Certificate to the effect from the bidder's statutory auditor or Company Secretary of the firm is required to be furnished.		
3.	Should have filed income tax returns for the three financial years (2018-2019, 2019-2020	Certified copies from CA of the ITRs filed by the entity for the immediately preceding three financial years i.e.		



S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
	and 2020-2021).	2018-2019, 2019-2020 and 2020-2021		
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.	<i>Certificate from the whole-time Company Secretary or authorized signatory of the bidder</i>		
5.	Should have an 'installed capacity' of not less than <b>0.5 lakh per day</b> in printing, enveloping and handling of similar kind of PVC Card.	Description of the capability including machines to be deployed and Self certification by Authorized Signatory.		
6.	The bidder must have successfully "completed" OR "completed part of the ongoing" projects of PVC Card variable data printing during last Five years awarded by Government / PSUs / Autonomous bodies/ Banks of the following values as on 31.03.2021  <i>(a) One project costing not less than Rs 8 Cr Or</i>  <i>(b) Two projects costing not less than Rs 4.5 Cr each Or</i>	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
	<i>(c) Three projects costing not less than Rs 3.5 Cr each</i>			
7.	The bidder should have following certifications, valid at the time of bid submission:  <b>ISO 27001:2013 and ISO 9001: 2015</b>	Copy of the certification valid on date of bid submission.		
8.	Bidder should have facility & experience of PVC Card variable data printing (including at least 6 Regional languages) and Hologram Hot stamping.	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.

## 2. Technical Evaluation Criteria

**TABLE 2: TECHNICAL EVALUATION CRITERIA**

S. No.	Criteria	Max. Score	Marks	Documents submitted
<b>1</b>	<b>Capability and Profile</b>	<b>35</b>		
<b>1.1</b>	<b>Infrastructure Quality – 10 Marks</b>			
	1. Space available, free & utilized (Minimum free space required 500 sq. meters)		3	
	2. Space connectivity (by road, rail and air)		2	
	3. Physical security etc a. Round the clock security provision. b. CCTV surveillance Cameras at all strategic location (both inside and outside the premise) with 15 days recording facilities. c. Entry only through biometric/Card punching system.		5	
<b>1.2</b>	<b>Quality of Machines (How to meet the required output per day with working sheet) as per Annexure VIII– 15 Marks</b>			
	(i) Automation,		3	
	(ii) Computerization		3	
	(iii) Production in volumes		6	
	(iv) Integration of processes		3	
<b>1.3</b>	<b>Quality/experience of Technical personnel (preferably more than three years experience) as per Annexure VIII– 10 Marks</b>			
	(i) Project Manager		4	
	(ii) IT Team		2	
	(iii) Operation Team		4	
<b>2</b>	<b>Past experience of the Firm</b>	<b>25</b>		

S. No.	Criteria	Max. Score	Marks	Documents submitted
2.1	Average Annual Turnover from the PVC Card variable data printing within India only during the previous three financial years 2018-2019, 2019-2020 and 2020-2021 (Certified documents by CA/CS to be submitted)			
	<i>(i) &gt;= Rs40 Cr but &lt; Rs 60 Cr</i>		<b>5</b>	
	<i>(ii) &gt;= Rs 60 Cr but &lt; Rs 80 Cr</i>		<b>8</b>	
	<i>(iii) &gt; = 80 Cr</i>		<b>10</b>	
2.2	Value of SINGLE successfully “completed” OR “completed part of the ongoing” PVC Card variable data printing projects within India during last five years awarded by Government/PSUs/Autonomous bodies/Banks as on 31.03.2021: (Certified documents by Client to be submitted)			
	<i>(i) &gt;= Rs 3.5 Cr but &lt; Rs 4.5 Cr</i>		<b>2</b>	
	<i>(ii) &gt;= Rs 4.5 Cr but &lt; Rs 8 Cr</i>		<b>4</b>	
	<i>(iii) &gt; = 8 Cr</i>		<b>5</b>	
2.3	<b><i>Number of successfully “completed “or “completed part of the ongoing” PVC Card variable data Printing Projects (Value &gt; =Rs 3.5 cr) during last Five years awarded by Government/PSUs/Autonomous bodies/Banks as on 31.03.2021: (Certified documents by Client to be submitted)</i></b>			
	1 – 3		<b>5</b>	
	4 – 7		<b>8</b>	
	> 7		<b>10</b>	
<b>3</b>	<b>Presentation for Proposed Methodology</b>	<b>40</b>		
3.1	Printing, Hot Stamping, Assembling and Dispatch Solution		<b>15</b>	
3.2	Quality of proposed MIS		<b>05</b>	
3.3	Physical and Data Security		<b>05</b>	
3.5	Innovation and features beyond proposed requirements		<b>15</b>	

S. No.	Criteria	Max. Score	Marks	Documents submitted
		100		
<ul style="list-style-type: none"> <li>• All bidders who meet the Pre-Qualification criteria may be invited to make a 30 minute presentation.</li> <li>• Bidder must submit the presentation at the time of online bid submission, containing Video of actual Print facility at proposed site(in-line with UIDAI requirements).</li> <li>• Bidder should submit 10 Sample PVC cards at no additional cost to UIDAI, Envelope and cover letter as per RFP technical specification and ISO standards. UIDAI reserves the right to get it checked from Government testing labs. Any deviations from specifications may result in disqualification.</li> <li>• UIDAI reserves the right to visit the proposed locations for physical verification of site, stated capacity and capability. Any deviations may result in immediate disqualification.</li> </ul>				

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

## PART-IV: SELECTION PROCESS

### 1. EVALUATION OF PROPOSALS: The evaluation of the proposal will be done in following 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.
  - 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.

### 2. 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.
2. The lowest rate L1, received from a qualified bidder will be treated as the "**Discovered Rate**".
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 only 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 Service providers for execution of the project.
  9. Bidder 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.

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

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

The bid shall be submitted Online (complete in all respect). It must be uploaded on <https://eprocure.gov.in/eprocure/app> in two packets i.e. Two Bid system (technical bid and commercial/Financial bid), and bidder must follow the procedure as detailed in **Part-I of Section II** of the RFP (General). After opening of commercial/Financial bid, Selection of bidders will be done as **L1 (Discovered Rate) and Matching L1**.

1. The bid shall be submitted online, the Signed and Scanned copy of all the required documents in –
  - a. **Packet-1** having 2 parts, viz.
    - **Part I** – Prequalification sheets (Checklist with Y/N as mentioned in the Table-1 of Part-III under Section II + Supporting Documents alongwith **Annexure-XII**) + Copy of EMD
    - **Part II** - Technical Bid Submission (All the supporting documents as required in Table-2 of Part-III under Section II + copy of Presentation + video)
  - b. **Packet-2** having viz.
    - **Part I** - Financial Bid Submission (As per **Annexure-I & Annexure-II of Section V**)
    - **Part II** - Schedule of price bid in the form of BOQ\_XXXX.xls
2. All the pages of bid being submitted must be signed by the authorized 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 except for the BoQ which should be .xls format **and video**.
3. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter. Original Instruments of EMD **and Card Samples** must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the Data Sheet (Part II of Section-II of RFP)

### **2. FINANCIAL BID FORMS**

1. The bidder shall quote the unit price which would include “per unit cost of a Aadhaar PVC Card, envelope, Cover Letter and all other applicable charges incidental to the service” 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.

### 3. FINANCIAL BID COVERING LETTER

The Bidders shall submit the Financial Bid Covering Letter as given in Annexure I of Section-V. It is clarified that the bids are to be submitted online on CPP portal only as per the manner detailed in the Tender document and no other mode is permitted for bid submission.

### 4. 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.

#### CHECKLIST

S. No.	Category	Detailed description	Compliance (Yes/No)
1.	Pre-Qualification Criteria	Signed and scanned copy of List and Supporting Documents as per Table-1 of Part-III of Section II.  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	
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 XXX.xls & Annexure I of Section-V.	

## SECTION-III

### SCOPE OF WORK

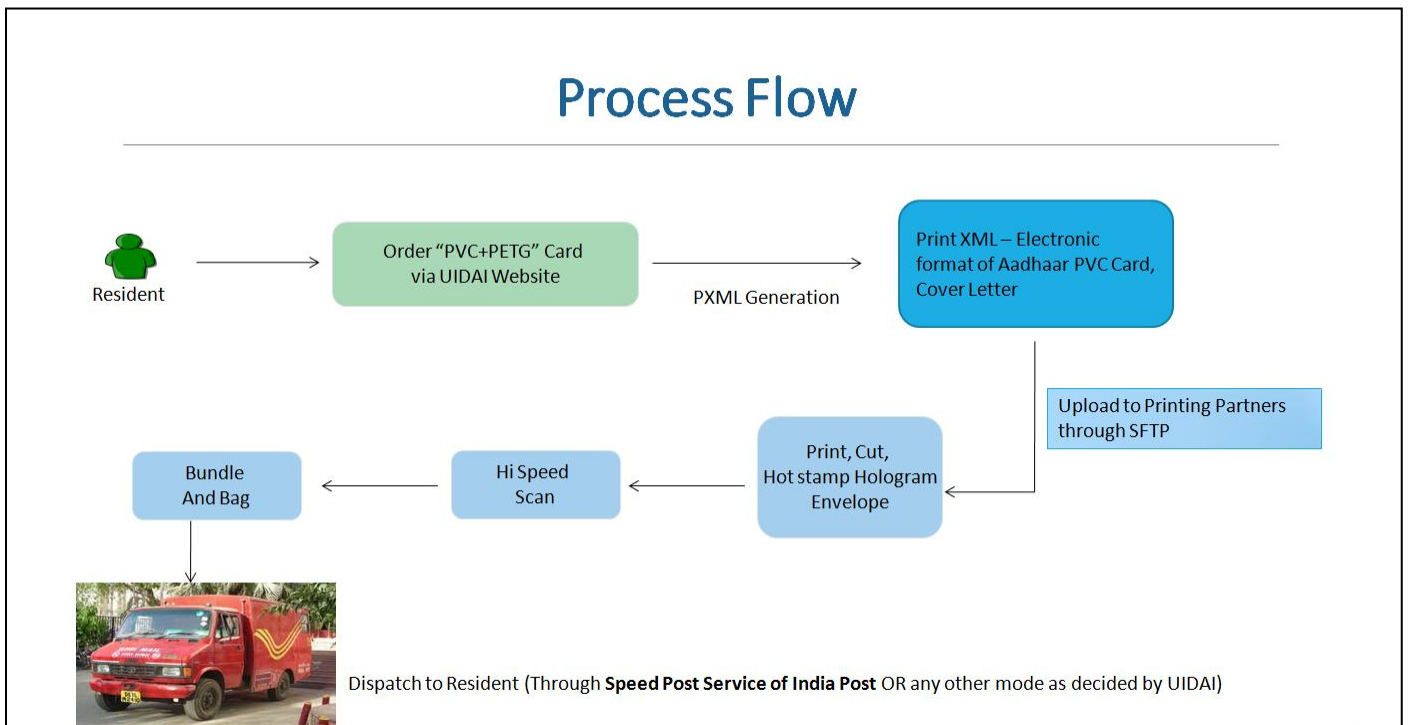
#### PART-I: DESCRIPTION OF SERVICES

##### 1. GENERAL

After selection of Service Provider through this RFP process, the Service Provider (PSP) will be required to deliver the services for printing and dispatch of Aadhaar PVC card as per the requirements detailed in this section.

UIDAI estimates to print approximately **5 Crore** Aadhaar PVC Card during a period of **three years** at the rate of approximately **50 thousand Cards per day**. Bidders must remain aware of the fact that the actual requirement for printing the PVC Aadhaar card may vary, depending on the demand from the residents for the PVC cards.

Each Service Provider is expected to have the ability to ramp up by 25% to 50% more per day printing capacity than the existing capacity within 2 to 4 weeks of intimation of the same by UIDAI, respectively.



##### 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.

<b>UIDAI DATA CENTER ADDRESSES</b>	
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 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 non-cloud based Hardware Security module(HSM). **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 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 list of reasons for skipping records shall be provided by UIDAI to the PSP, MIS for such **skipped file** is to be prepared and submitted to UIDAI on daily basis.

#### 5. 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 categorized 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
- xii. Privacy Guidelines and Regulations as mandated by government (from time to time)

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

#### 6. SORTING OF DATA

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

The Service Provider is required to sort the received data Pincode-wise. This is to ensure grouping together of all the Cards 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 Card tracking number 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 Card/cover letter. The Service Provider shall be allotted a series of such codes/barcodes separately. The Service Provider is to ensure the uniqueness of Aadhaar PVC Card-barcode. Any non-unique relationships shall be treated as duplicate printing, unless otherwise specified/communicated/agreed by UIDAI.

## **7. PRINTING OF AADHAAR PVC CARD**

The Aadhaar PVC Card, cover letter and envelope needs to be printed to the quality and specifications as mentioned in Appendix. The Aadhaar PVC Card shall be printed as per ISO 7810: 2003 and ISO 10373 specifications and shall conform to the size requirements specified under ID1/CR80. An indicative layout of the card and material to be printed has been provided in Section V of RFP Annexure/Appendix. UIDAI has finalized the design of PVC Aadhaar card, Envelope and Covering letter through professional agency and the bidder will have to print as per this design as specified in Appendix of Section V of this document. 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.

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

- a. All the Aadhaar PVC Cards alongwith welcome letter duly inserted in an envelope, needs to be scanned for generation of 'Dispatch Manifest' through high speed scanner.
- b. The Aadhaar PVC Card, which requires lamination, are to be laminated through duly automated duplex lamination process and to the quality and specifications as mentioned in Appendix.
- c. The Aadhaar PVC Card are to be pasted on welcome letter and enveloped through completely automated process and the envelopes are to be fabricated to the quality and specifications as mentioned in Appendix.
- d. The Aadhaar PVC Card cover letter to be printed in black and white with Aadhaar logo and tag line in colour, folded and Aadhaar PVC card stuck to the said letter for insertion in envelope. Fulfilling/Matching of Aadhaar details printed on Cover letter and the PVC card should be done automatically. The standardised text for the letter will be provided by UIDAI after finalisation of contract. This text may be changed by UIDAI any time and any number of times during the contract. The only variable content in the letter shall be the name of the cardholder, address and barcode which shall be visible from the envelope's window or as decided by UIDAI.

- e. The enveloping/insertion process needs to be completely automated. The Service provider is to ensure that the full delivery address, Speed post barcode are visible through envelope window after Aadhaar PVC Card insertion into envelope. No other information shall be visible through the envelope window.
- f. The process of scanning and 'Dispatch Manifest' generation needs to be completely automated.

## 9. MODE OF DISPATCH & DELIVERY

The dispatch of Aadhaar PVC Card may be through below mentioned mode as prescribed by UIDAI:

1. Speed Post service of Department of Posts
2. Any other mode as advised by UIDAI including Private Courier

**Note:** UIDAI will specify the 'Dispatch Mode and the 'Delivery Partner' for the document dispatch and delivery time to time.

### SPEED POST

The dispatch of the Aadhaar PVC card through Speed Post is done by the Department of Posts. The documents are booked for Speed Post dispatch under the NAF(National Account Facility)/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 NAF/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. The Speed Post charges for the Aadhaar PVC card will be paid by UIDAI as per the NAF/BNPL account from the funds received from residents for ordering Aadhaar PVC cards.

For each Aadhaar PVC card printed, corresponding to an EID (Aadhaar Enrolment Identification) number or UID (Unique Identification), 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 PVC card envelope which are to be dispatched through the Speed Post mode. As such, all the Aadhaar PVC cards 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.

Aadhaar Cards 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 card envelope, 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 PVC Card to the Department of Posts by the Service Provider for dispatch will be the 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**

UIDAI may also use private Courier Service for sending any of Aadhaar cards. The dispatch of these cards through the courier mode will be done by the 'Delivery Partner' approved by UIDAI.

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

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 addition 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.

## 10. PURGING & INFORMATION SECURITY

The data for printing shall be provided to the Service Provider in Unicode XML (Extensible Mark-up Language) file format or an equivalent electronic format as specified by UIDAI. After successful printing and dispatching, the Service Provider shall purge the databases containing resident data in an automated and systematic mechanism in a periodic manner as per UIDAI policy. After completion of purging activity, UIDAI shall 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 broad guidelines have been included in para 5 of this Section and detailed guidelines will be shared with the selected bidders for compliance.

## 11. 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 PVC cards to the delivery partner. Capability to track every single Aadhaar PVC card 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.

The Service Provider shall also provide a consolidated/duration based report for daily/weekly/monthly printing and dispatch activity over electronic mail. Formats of such reports shall be specified by UIDAI time to time.

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.

### Important Points:

- ❖ Printing process to be followed:
  - ❖ Entire data should be **printed directly on PVC layer ONLY**.
  - ❖ **No printing at overlay/laminations** will be accepted.
  - ❖ **Hologram** needs to be hot stamped **on Lamination Overlay**.
  - ❖ PSPs shall ensure real time/Batched **MIS** and **Booking File Reconciliation**.
  - ❖ PSP shall prepare UIDAI Artwork (Design) for the existing Aadhaar PVC Card, Envelope and covering letter in consultation with UIDAI (as and when required) and share the finalized artwork (design) editable files with UIDAI.
  
- ❖ The details of UIDAI hologram vendor (to be selected through separate RFP) for providing holograms to PSPs and mode of procurement shall be shared with the selected PSP(s).



- ❖ Cost of hologram manufacturing & supply will be paid by UIDAI directly to selected hologram vendor based on supported documents regarding delivery, acceptance, utilization etc of holograms (duly signed by hologram supplier and PSP of PVC card).
- ❖ PSP shall also provide required MIS (in format as decided by UIDAI) including but not limited to receiving, utilization or defects for finalization of payment/SLAs for hologram supplier.
- ❖ PSP will be required to place order directly (well in advance) with selected hologram manufacturer based on trend of ongoing printing volumes to ensure uninterrupted printing of Aadhaar PVC cards under intimation to UIDAI.

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

- a) The purpose of this Service Level Agreement (SLA) is to clearly define the levels of service which shall be provided by the Service Provider to the Purchaser for the duration of this Contract.
- b) The Purchaser or its designated officials may initiate an interim review to check the performance and the obligations of the Service Provider 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 Service Provider.
- c) The Purchaser or its designated officials or designated third party shall have the right to conduct quality, IS(Information Security) and process audit of the Service Provider facilities, at any point of time, in respect of SLA or any other parameters at any time without prior notice.
- d) UIDAI shall define the SLA measurement methodology based on which the Service Provider 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 quarter. The Purchaser may ask the Service Provider to provide clarifications on these reports as well as the measurement tools and processes utilized by the Service Provider for reporting. The Purchaser should have full access to check the status/report at any time. The Service Provider 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.
- e) Total penalty applicable shall be capped at 10% of the contract value. In case, the total penalty levied on the any service provider crosses 10%, UIDAI shall have the discretion of terminating the contract and get the work done by any other agency.

## **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

For the purpose of SLA measurement turn-around-time shall be reviewed on a quarterly basis. The penalty imposition on non-compliance shall be done on a quarterly basis. The Service Provider shall provide detailed MIS of requests received and processed for printing, dispatch and delivery in the format to be shared by UIDAI with the selected PSPs

### **1. One Time Commencement**

<b>Sl. No.</b>	<b>Deliverable</b>	<b>Definition</b>	<b>Measurement Criteria</b>	<b>Timeline</b>	<b>Penalty</b>
1.	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 Service Provider	Within 30 days (including 30th Day) from the date of signing the contract between the Purchaser and the Service Provider	Nil
				Delay of every 1 day	Rupees 5,000 per

				from 31st day from the date of signing the contract between the Purchaser and the Service Provider	day of delay. Capped at maximum of Rupees 2.5 Lakh.
				Delay beyond 50 days starting from 31st day from the date of signing the contract between the Purchaser and the Service Provider	UIDAI may choose to terminate the contract and PBG can be forfeited

\*UIDAI may provide relaxation on commencement of service time in exceptional case

## 2. SLA for Turnaround Time of PVC Card printing and dispatch

The printing service partner is required to process the print data according to the following turn-around-times (as per table below):-

TABLE-1

S No.	Activity	Benchmark Period	Clause
1.0	Printing & Dispatch	5 days excluding the day on which UIDAI shared the PXML file (Including Saturday, Sunday and Holidays and excluding three national holidays)	<ol style="list-style-type: none"> <li>1. If performed within 5 days*, no penalty will be applicable.</li> <li>2. If performed within 3 Days* after benchmark period – 5% of payment applicable for the default services, shall be charged as penalty.</li> <li>3. If performed after 3 Days* from the benchmark period– 10% of payment applicable for the default services shall be charged as penalty.</li> <li>4. If not printed and dispatched within 10 Days* from the benchmark period then 100% of payment applicable for the default services shall be charged as penalty.</li> <li>5. UIDAI may provide relaxation on Turn around Time in exceptional case.</li> </ol> <p>* excluding three national holidays</p>

## 3. SLA on Deficit of Documents

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.*

❖ *Penalty for variation from benchmark will be applied per quarter as per the table below;*

<i>Sr. No.</i>	<i>% Deviation from Benchmark (i.e. Allocated volume)</i>	<i>Percent Penalty Slab</i>
1	From 0% to 5%	0 %
2	> 5% to 10%	2%
3	> 10% to 20%	5 %
4	> 20 % to 25%	10 %
5	>25%	UIDAI reserves the right to terminate the contract

### **Example**

Total Volume allocated = 50 lakh

Volume printed = 42 Lakh

Deficit Documents = 8 lakh

Deviation from Benchmark = 16.0 %

Percent penalty slab = 5%

### **4. Critical Errors:**

Further, an additional penalty shall be imposed in cases of critical errors as mentioned below

- a. Failures of samples to meet the test standards as given in the RFP.
- b. Material of Card inferior other than specified.
- c. Poor printing quality of Card.
- d. Production damage to Card.
- e. Any other error directly attributed to Production or Printing flaws, as per the specification or implicit requirements.
- f. Duplicate Card printing.
- g. Improper assembling or dispatch.

### **Penalties for Critical Errors:**

On occurrence of critical error, the Service Provider will be required to:

- i. Re-print the Card and send it to the resident for which the cost shall be borne by the

**Service Provider.**

- ii. Delivery cost of the Cards shall be borne by the Service Provider.
- iii. Send an apology letter to the Resident, the cost of which shall be borne by the Service Provider.
- iv. In addition, except for failure in sample testing, 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%	Rs 25,000/-
≥1% <5%	Rs 50,000/-
≥5% <10%	Rs 1,00,000/-
≥10%	UIDAI reserves the right to terminate the contract

- v. The Service Provider shall also analyse 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.
- vi. The penalties for the SLAs are mutually exclusive and shall apply independent of each other.

**5. Sample testing:**

- a) The PSP must have an in-house CQM (card Quality Manufacturing) testing labs as per ISO standards ie as per 7810/7811/10373. PSP shall undertake in-house testing of 5-10 samples per 50,000 PVC cards printed for the following parameters/test as per ISO standards 7810/7811/10373 and submit the testing reports for inspection of UIDAI every quarter:
  - i. Peel test
  - ii. Bending test
  - iii. Dynamic Bending test
  - iv. Width, length and thickness
  - v. Dynamic torsional test
  - vi. Card corner radius
  - vii. Micro Text test
  - viii. Card warpage test
- b) In addition to above, the PSP shall also undertake testing of the 50 PVC cards which ready for delivery on quarterly basis from Central Institute of Plastics Engineering & Technology

(CIPET). Vendor shall reprint such cards. Sample should be selected randomly by PSP. UIDAI reserves the right to get the random sample of the cards tested on its own by CIPET or ask PSP to get the samples selected by UIDAI, tested by CIPET. No extra cost shall be provided to PSP for such testing. The PSP shall submit the test report to UIDAI on the quarterly basis for following tests:

S.No.	Name of the Test
1	Material of Construction & Type (PVC/ PET layers)
2	Durability test
3	Adhesive and blocking fixtures
4	Peel Strength
5	Bending Stiffness
6	Dynamic Bending Stress
7	Dimensions of Card ( Width, length and thickness)
8	Dynamic torsional Stress
9	Card corner radius
10	Readability of Micro Text Test
11	Card warpage
12	UV Light Exposure
13	Opacity Test
14	Flammability Test
15	Resistance to Heat
16	Card dimensional stability and warpage with temperature and humidity.

In failure in sample testing conducted by CIPET (or other Government Authorised labs/ testing agencies), there shall be a penalty for each non compliance. The penalty shall be assessed and levied on each instance of non compliance of the mentioned tests, on quarterly basis at the rate of 0.1% of the cost of the card (excluding taxes) for the total number of cards in the quarter from which the sample has been picked. The PSP shall rectify the anomaly within 10 days of intimation by CIPET and get the same tested again for compliance. UIDAI also reserve the right to get the PVC card tested by such agencies.



## SECTION-IV

### Part I

#### GENERAL AND SPECIAL CONDITIONS OF CONTRACT

#### 1. GENERAL CONDITIONS OF CONTRACT

<b>1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract shall have the following meanings:</p> <p>(a) “Applicable Law” means the Aadhaar Act, 2016 (as amended in 2019) and the regulations framed thereunder and other 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 Supplier, together with the contract document 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 (Part-I of Section IV).</p> <p>(e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6 of GC, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract</p> <p>(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 2.1 of GC.</p> <p>(g) “Government” means the Government of India.</p> <p>(h) “Supplier” means any private or public entity that will provide the Services to the Purchaser under the Contract. The Supplier is the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement.</p> <p>(i) “Party” means the Purchaser or the Supplier, as the case may be, and “Parties” means both of them.</p> <p>(j) “Personnel” means persons hired by the Bidder and assigned to the</p>
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	<p>performance of the Services or any part thereof.</p> <p>(k) "SC" means the Special Conditions of Contract (Part-II of Section IV) by which the GC may be amended or supplemented.</p> <p>(l) "Services" means the work to be performed by the Supplier pursuant to this Contract, as described in Scope of Work at Section-III of RFP hereto.</p> <p>(m) "Bidder" means the entity bidding for the services under the Contract.</p> <p>(n) "Resident" means resident of India as defined in the Aadhaar act, 2016.</p> <p>(o) "UIDAI" means Unique Identification Authority of India.</p> <p>(p) "PSP" means the Print Service Provider/s</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 Supplier. The Supplier, 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 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 ( as amended in 2019) 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</p>

	RFP/Contract, the bidder shall be liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this RFP/contract.”
<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 permission 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 SC.</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 <u>SC</u></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 <u>SC</u> .
<b>1.8 Taxes and Duties</b>	<p>(a) The Supplier 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</p>

	invoicing.
<b>1.9 Fraud and Corruption</b>	
<b>1.9.1 Definitions</b>	<p>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 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 pursuance of this policy, the Purchaser defines, for the purpose of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(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;</li> <li>(vi) "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;</li> </ul>
<b>1.9.2 Measures to be taken</b>	(a) The Purchaser may terminate the contract if it determines at any time that representatives of the Supplier were engaged in corrupt,

<p><b>by the Purchaser</b></p>	<p>fraudulent, collusive, coercive, unfair trade practices or undesirable practices during the selection process or the execution of that contract, without the Supplier 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 Supplier, including declaring the Supplier ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Supplier has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or unfair trade practices in competing for, or in executing, the contract.</p>
<p><b>1.9.3 Commissions and Fees</b></p>	<p>Purchaser will require the successful Supplier to disclose any commissions or fees or rebates whether statutory in nature 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>(c) 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>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) reference to legislation includes legislation repealing, replacing or amending that legislation;</p>

	<p>(h) 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>(i) Words/terms not defined in this Contract shall have the meaning assigned to it under the Aadhaar Act, 2016 ( as amended).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>
<b>1.11 Special Condition</b>	Bidder or any of its associated personal, firms shall not open, create any parallel channel or medium to accept the Card print request from resident. Bidder shall only take request from UIDAI or any other such medium which is authorized by UIDAI from time to time. In case of violation or non-compliance of the same bidder shall be liable for action as per Aadhaar Act 2016 ( as amended) & other laws as applicable.

## 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 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>2.2.1 Termination of Contract for Failure to Become Effective</b>	If this Contract has not become effective within such time period as specified in the SC, Purchaser through a written notice to the other Party, may declare this Contract to be null and void and award the contract to next lowest bidder.
<b>2.2.2 Termination of Contract subject to necessary approvals</b>	Notwithstanding the duration of the contract stated in GC 2.4, UIDAI, reserves the right to terminate the contract at any time without prejudice or liability after giving a notice of two weeks.
<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> .

<p><b>2.4 Expiration of Contract</b></p>	<p>Unless terminated earlier pursuant to Clause <b>GC 2.2</b> hereof, this Contract shall expire at the end of such time period as specified in the clause 2.4 of SC which is for 3 years after the Effective Date or after the agreed volume/quantity has been delivered. 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>
<p><b>2.5 Entire Agreement</b></p>	<p>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.</p>
<p><b>2.6 Modifications or Variations</b></p>	<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 Supplier, the prior written consent of the Purchaser is required.</p>
<p><b>2.7 Force Majeure</b></p>	
<p><b>2.7.1 Definition</b></p>	<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,</p>

	<p>and avoid or overcome in the carrying out of its obligations hereunder and (iii) Shall not include insufficiency of funds or inability to make any payment hereunder</p> <p>c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
<p><b>2.7.2 No Breach of Contract</b></p>	<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 and not later than 14 days from the date of occurrence, 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 Supplier, upon instructions by the Purchaser, shall either:</p> <p>(i) immobilize,; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Supplier 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>



<b>2.8 Suspension</b>	The Purchaser may, by written notice of suspension to the Supplier, suspend all payments, hereunder if the Supplier 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, and (ii) shall allow the Supplier to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Supplier of such notice of suspension.
<b>2.9 Termination</b>	
<b>2.9.1 Termination</b>	<p>The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) to (k) of this Clause <b>GC 2.9.1</b>. In such an occurrence the Purchaser shall give a not less than <b>thirty (30) days</b> written notice of termination to the Supplier.</p> <ul style="list-style-type: none"> <li>a) If the Supplier does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.</li> <li>b) If the Supplier becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary.</li> <li>c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</li> <li>d) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</li> <li>e) If the Supplier submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</li> <li>f) If the Supplier places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</li> <li>g) If the Supplier 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 Supplier to improve the quality of the services.</li> <li>h) If the Supplier has been blacklisted by the UIDAI or disqualified for any</li> </ul>

	<p>reason.</p> <p>i) If the Supplier fails to fulfill its obligations under Clause G.C 3 hereof.</p> <p>j) If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>k) In the event of Supplier 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) 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 Supplier shall be liable to the Purchaser for any additional costs for such similar services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>m) In the event of notice by purchaser for payment of penalties, if the Supplier, fail to submit the amount calculated as per the SLA within 30 days, Purchaser shall have all rights to liquidate the performance bank guarantee of the supplier and offer the remaining work to next ranked bidder.</p> <p>UIDAI reserves the right to amend, change, waive, alter or delete any of the clause(s) under Conditions of Contract or Special Conditions of Contract.</p>
<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 or 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> <p>(i) such rights and obligations as may have accrued on the date of termination or expiration;</p> <p>(ii) the obligation of confidentiality set forth in Clause GC 3.4 hereof;</p> <p>(iii) the Supplier's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof; and</p> <p>(iv) any right which a Party may have under the Law.</p>

<p><b>2.9.3 Cessation of Services</b></p>	<p>Upon termination of this Contract by notice of Purchaser in pursuant to Clauses <b>GC 2.9.1</b> or <b>GC 2.9.2</b> hereof, the Supplier shall, immediately upon receipt of such notice (or dispatch by Purchaser), 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 Supplier and equipment and materials furnished by the Purchaser, the Supplier 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 supplier shall be entitled /not entitled to payments as per the following:</p> <p>(a) If the Contract is terminated pursuant to Clause <b>GC 2.9.1</b> (d), (g), (i), k(i) to k(iii) and remuneration pursuant to Clause <b>GC 6.3</b> hereof for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) If the agreement is terminated pursuant of Clause <b>GC 2.9.1 (a) to (c), (e), (f), (h), (j) and (m)</b> the Supplier shall not be entitled to receive any agreed payments upon termination of the contract. However the supplier shall have to print and dispatch the Aadhaar PVC cards for which the payments have been received by the Supplier from the Residents.</p>
<p><b>2.9.5 Disputes about Events of Termination:</b></p>	<p>If either Party disputes whether an event specified in Clause <b>GC 2.9.1</b> hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to 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 arbitral award.</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 SUPPLIER

<p><b>3.1 Standard of</b></p>	<p>The Supplier shall perform the Services and carry out their obligations</p>
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<b>Performance</b>	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 Supplier 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 Suppliers Not to Benefit from Rebate, Commissions, Discounts, etc.</b>	The payment of the PSP pursuant to Clause GC 6 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>	<p>The Supplier 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.</p> <ul style="list-style-type: none"> <li>a) The Supplier 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 Supplier for the discharge of services.</li> <li>b) The Supplier shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from UIDAI, other than required for discharge of services.</li> <li>c) The Supplier 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.</li> </ul>
<b>3.4 Confidentiality</b>	Except with the prior written consent of the Purchaser, the Supplier and

	<p>the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from UIDAI in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, discharging the Services. Supplier should comply with the Aadhaar Act, 2016 (as amended) and the regulations framed thereunder, IT act 2000 and other related laws/acts/policies/guidelines/regulations including the amendments thereof particularly w.r.t. data confidentiality and privacy. The Supplier shall furnish a Non- Disclosure agreement as per the format provided in Appendix F of section V. Breach of the obligation of confidentiality may invite action as per the Aadhaar Act, 2016 (as amended) and the regulations framed thereunder or as per other laws as applicable.</p>
<p><b>3.5 Insurance to be Taken Out by the Supplier</b></p>	<p>The Supplier</p> <ul style="list-style-type: none"> <li>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 SC; and</li> <li>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.</li> </ul>
<p><b>3.6 Accounting, Inspection and Auditing</b></p>	<ul style="list-style-type: none"> <li>a) The Supplier shall: <ul style="list-style-type: none"> <li>(i) 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</li> <li>(ii) 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 Supplier.</li> </ul> </li> <li>b) The Purchaser shall have the right to carry out inspection checks, audits of the Supplier’s premises and/ or locations, facilities, or point of delivery of services performed under this contract.</li> </ul>

	<p>c) The Purchaser shall have the right to carry out scheduled/ un-scheduled visits to any of the locations, premises &amp; facilities and oversee the processes and operations of the Supplier.</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>
<b>3.7 Sub- contracting</b>	The Supplier 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 Supplier shall submit to the Purchaser the reports and documents specified in Appendix C hereto. The booking files shall be uploaded immediately after printing and dispatch of Aadhaar PVC Card on the SFTP download/upload client provided by UIDAI.
<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 Supplier 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 Supplier 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 Supplier, for printing of PVC Aadhaar Card, is the property of the Purchaser. The Supplier shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.</p> <p>(b) The Supplier 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 Supplier 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 Supplier 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 Supplier.</p> <p>(f) Certificate of 'Data deletion' to be provided by the Supplier, at the time</p>

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

#### 4. SUPPLIER'S PERSONNEL

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

#### 5. OBLIGATIONS OF THE PURCHASER

<b>5.1 Assistance and exemptions</b>	<p>Unless otherwise specified in the SC, 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</p>
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	<p>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 Supplier and Personnel any such other assistance as may be required in its opinion specified in the SC.</p>
<b>5.2 Change in the applicable Law related to Taxes and Duties</b>	<p>a) The supplier and their Personnel shall pay taxes, duties, fees, and other impositions levied under the Applicable Laws of India.</p> <p>b) The supplier 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 or supplier.</p>
<b>5.3 Services, Facilities and Property of the Purchaser</b>	<p>The Purchaser shall make available to the Supplier 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 Counterpart Personnel</b>	<p>(a) If required, the Purchaser shall make available to the Supplier free of charge such professional and support counterpart personnel, to be nominated by the Purchaser with the Supplier's advice.</p> <p>(b) Professional and support counterpart personnel, excluding Purchaser's liaison personnel, shall work under the exclusive direction of the Supplier. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Supplier that is inconsistent with the position occupied by such member, the Supplier may request the replacement of such member, and the Purchaser shall not unreasonably refuse to act upon such request.</p>

## 6. PAYMENTS TO THE SUPPLIER

<b>6.1 Payment for Services</b>	<p>(a) The amount payable shall be finalized after taking into account the Penalties, SLAs, Dues and Exemptions, if any applicable.</p> <p>(b) The Purchaser shall make the payment within 45 days of receiving the invoice from the Supplier, subject to reconciliation process of printing and dispatch of document supported by Proof of Dispatches etc.</p>
<b>6.2 Currency of Payment</b>	<p>All payments shall be made in Indian 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".</p> <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.</p> <p>(e) In case of early termination of the contract, the payment shall be made to the PSP as mentioned here with:</p> <p>(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.</p> <p>(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 specified.</p>
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## 7. GOOD FAITH

<p><b>7.1 Good Faith</b></p>	<p>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.</p>
<p><b>7.2 Operation of the Contract</b></p>	<p>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</p>

	in accordance with Clause <b>GC 8</b> hereof.
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## 8. SETTLEMENT OF DISPUTES

<p><b>8.1 Amicable Settlement</b></p>	<p>Performance of the contract is governed by the terms &amp; conditions of the contract. In case a 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 <b>GC 8.2</b> shall become applicable.</p>
<p><b>8.2 Arbitration</b></p>	<p>(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 and Conciliation Act, 1996 (as amended in 2021) to be decided by a sole arbitrator. The authority to appoint the arbitrator(s) shall be 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 of 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 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 may 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 including this clause.</p>

	<p>(h) All fees 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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## 9. 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 reserves 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.

## 10. ADHERENCE TO RULES & REGULATIONS

<b>10.1 Adherence to Safety Procedures, Rules, Regulations &amp; Restrictions</b>	<p>(a) The PSP shall comply with the provisions of Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 (as amended) and the regulations framed thereunder, 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>(b) 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</p>
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	<p>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 (as amended and the regulations framed thereunder</p> <p>(f) 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>(g) 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 Supplier to pay liquidated damages to the Purchaser; and</p> <p>(b) The aggregate liability of the Supplier 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 Supplier 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 Supplier in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per Clause 2.2 of GC of this contract.</p> <p>(d) Provided this clause shall not be applicable to the indemnification obligations, breach of confidentiality and any bodily injury caused by act</p>
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	and omission of the Supplier.
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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 Supplier shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>(iii) The Supplier 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 Supplier 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 Supplier</p> <p>(v) The Supplier 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 Supplier, 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 Supplier are subject to Country and STATE public disclosure laws such as RTI etc.</p> <p>(viii) The Supplier 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)*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses are:</p> <p>Purchaser: Chief Executive Officer            Attention: Assistant Director General- Logistics            Unique Identification Authority of India            6th Floor, Bangla Sahib Road, Behind Kali Mandir,            Gole Market, New Delhi – 110 001</p> <p>Facsimile: _____            E-mail: _____</p> <p>Supplier:            Attention: _____ Facsimile: _____ E-mail: _____</p>
1.6	<p>The Services shall be carried out at the site/s as agreed to and approved by the Purchaser.</p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Purchaser: Assistant Director General- Logistics            Unique Identification Authority of India            6th Floor, Bangla Sahib Road, Behind Kali Mandir,            Gole Market, New Delhi – 110 001</p> <p>For the Supplier: _____</p>
2.1	<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>
2.3	<p>The date for the commencement of Services: Within 30 days from the signing of the contract between the Purchaser and the Supplier.</p>
2.4	<p>The tenure of the contract shall be: 36 months</p>

3.5	<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 Supplier 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 Supplier and in accordance with the relevant 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</li> <li>(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Supplier's property used in the performance of the Services, and (iii) any outputs prepared by the Supplier in the performance of the Services.</li> </ul>
6.2	The amount shall be in Indian Rupees (INR)
6.3	<p><b>General terms and conditions of Payment</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;</li> </ol>

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	A/c No.):
<b>8.2</b>	The Arbitration proceedings shall take place in New Delhi in India and cost of Arbitrator / Arbitration to be borne by both the parties..



## 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. Indicative Sample of Aadhaar PVC card
- VII. Indicative Sample of envelope
- VIII. Quality of Machines – Production in Volumes and Experience of technical Personnel
- IX. Similar Work Detail
- X. Indicative Sample of Cover Letter
- XI. Information Security Guidelines
- XII. List of Documents to be submitted
- XIII. Certificate Format for MAKE IN INDIA

#### APPENDICES:

- A. Specification of Aadhaar Card, Envelope and Cover Letter.
- B. Skipped file MIS format
- C. Printing file MIS format.
- D. Form of Performance Bank Guarantee Bond
- E. Form of Bank Guarantee for EMD
- F. Non-Disclosure Agreement

## ANNEXURE I: Financial Bid Covering Letter

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.HQ-22017(12)/4/2021-Log-Hq-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 PVC Cards per day	
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13. Our correspondence details with regard to this RFP are:

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

Yours sincerely,

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.HQ-22017(12)/4/2021-Log-Hq-Logistics dated 21.01.2022. Financial Bid for the total per unit cost for the service(s) required by the UIDAI is given in Table below. All taxes GST, Service tax, duties, fees, levies etc has also been quoted separately as per the format provided.

S. No.	All activities related to below mentioned service/ item	Unit Cost (in Rs) upto two decimal places (exclusive of all taxes)	Taxes	Total cost (Inclusive of taxes)
(A)	(B)	(C)	(D)	(E)
1	Printing & Dispatch of Aadhaar (PVC+PETG) Card with Hologram Hot stamping, Envelope, Cover letter (as per specifications mentioned in RFP) including incidental cost/ other expenses	C1=(Unit cost)*		
	Unit cost Value (in Rupees)	Unit cost =C1	Subtotal=XX	Unit Cost with taxes =XXX

\*L1, L2 etc will be decided as per column 'C' only

Signature of Authorized Signatory :

\_\_\_\_\_

Name and Title of Signatory :

\_\_\_\_\_

Name of Firm :

\_\_\_\_\_

## ANNEXURE III: Standard Contract Form

### Contract for Aadhaar PVC Card Printing and Delivery

THIS PRINTING AND DELIVERY OF AADHAAR PVC CARD 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 CEO of UIDAI, having its office at Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi 110001 (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 Supplier**") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the OTHER PART.

**Purchaser** and **Supplier** 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 Print Service Provider for Printing of Aadhaar PVC Card" vide their bid document F.No.HQ-22017(12)/4/2021-Log-Hq-Logistics dated 21.01.2022

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

AND WHEREAS, the Purchaser has accepted the said Bid by the Supplier for the supply of those Services as per the following rates exclusive of all statutory taxes (hereinafter "**the Contract Price**").

AND WHEREAS, vide a Letter of Intent dated \_\_\_\_\_, the Purchaser agreed to place order for 'Printing & Delivery of Aadhaar PVC Card' as per the rates given below:

Item	Unit Rate in INR (in figures)	Unit Rate in INR (in words)
<b>Aadhaar PVC Card printing and delivery</b>		
1 Aadhaar PVC Card + 1 Envelope + 1 cover letter+ unit cost for all Incidental services as per the Scope of work		

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:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
- 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) RFP for Print Service Providers (PSP) for printing of ‘Aadhaar PVC card’
  - b) Performance Bank Guarantee Bond
  - c) Letter of Intent/Acceptance letter of the bidder dated \_\_\_\_\_
  - d) Duly signed notification of Award dated \_\_\_\_\_
  - e) Amendments and clarifications issued
- 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,]:*
  - a) Appendix A: Specification of Aadhaar Card & Envelope
  - b) Appendix B: Skipped file MIS format
  - c) Appendix C: Printing file MIS format
  - d) Appendix D: Bank Guarantee Bond
  - e) Appendix E: Bid security declaration
  - f) Appendix F: Non-Disclosure Agreement
- The mutual rights and obligations of the Purchaser and the Supplier shall be as set forth in the Contract, in particular:

- a) the Supplier shall carry out the Services in accordance with the provisions of the Contract; and
- b) the supplier shall receive payment in accordance with the provisions of the Contract.
- The total estimated quantity of Volume Allocation of Printing of Aadhaar PVC Card as per the RFP is \_\_\_\_\_ (to be decided as per L1/L2 Bidder). However the supplier understands that the estimated quantity is demand driven from residents and may differ from the estimated quality.
- The Supplier has already submitted a Contract Performance Guarantee amounting to Rs \_\_\_\_\_/- (Rupees in words) which would be valid for 60 days beyond the 03 (three) year of period of contract.
- 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 (Unique Identification Authority of India (UIDAI))

Assistant Director General  
Unique Identification Authority of India (UIDAI),  
Ministry of Electronics & IT,  
Government of India (GoI)

*[Authorized Representative]*

For/ on behalf of *[name of Supplier]*

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,

Assistant Director General (Logistics)  
Unique Identification Authority of India  
Bangla Sahib Road, Behind Kali Mandir,  
Gole Market, New Delhi 110001

Reference: RFP document no F.No.HQ-22017(12)/4/2021-Log-Hq-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,

Assistant Director General (Logistics )  
Unique Identification Authority of India  
Bangla Sahib Road, Behind Kali Mandir,  
Gole Market, New Delhi 110001

Reference: RFP document F.No.HQ-22017(12)/4/2021-Log-Hq-Logistics dated 21.01.2022

**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,

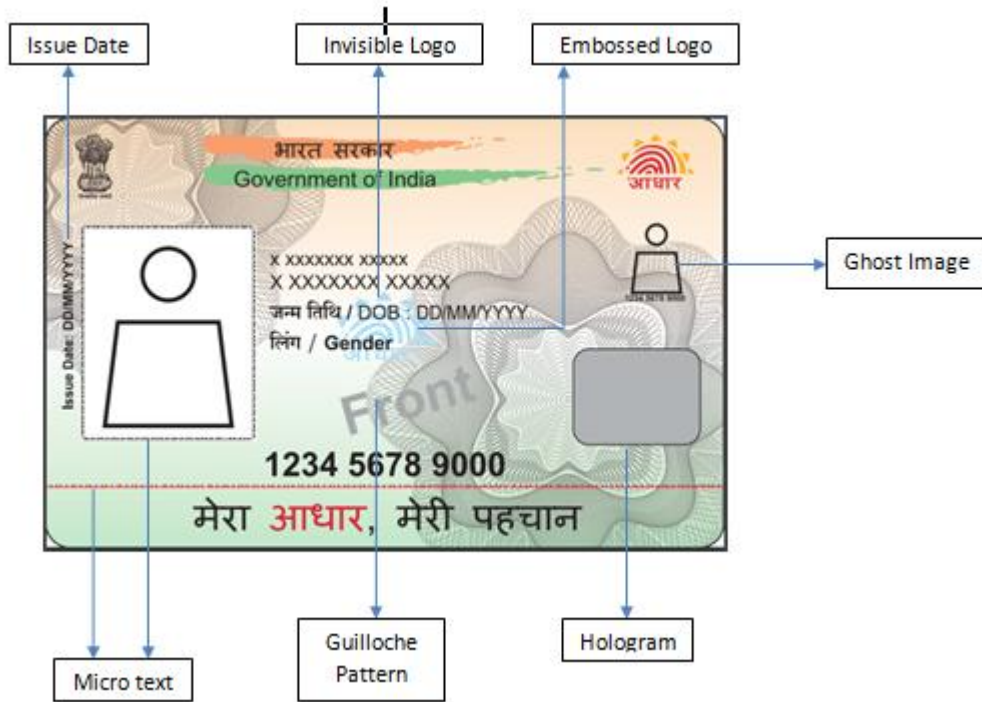
Authorized Signature [*In full and initials*]: \_\_ Name and Title of Signatory: \_\_\_\_\_ Name

of Firm: \_

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

### ANNEXURE VI: Indicative Sample for Aadhaar PVC Card

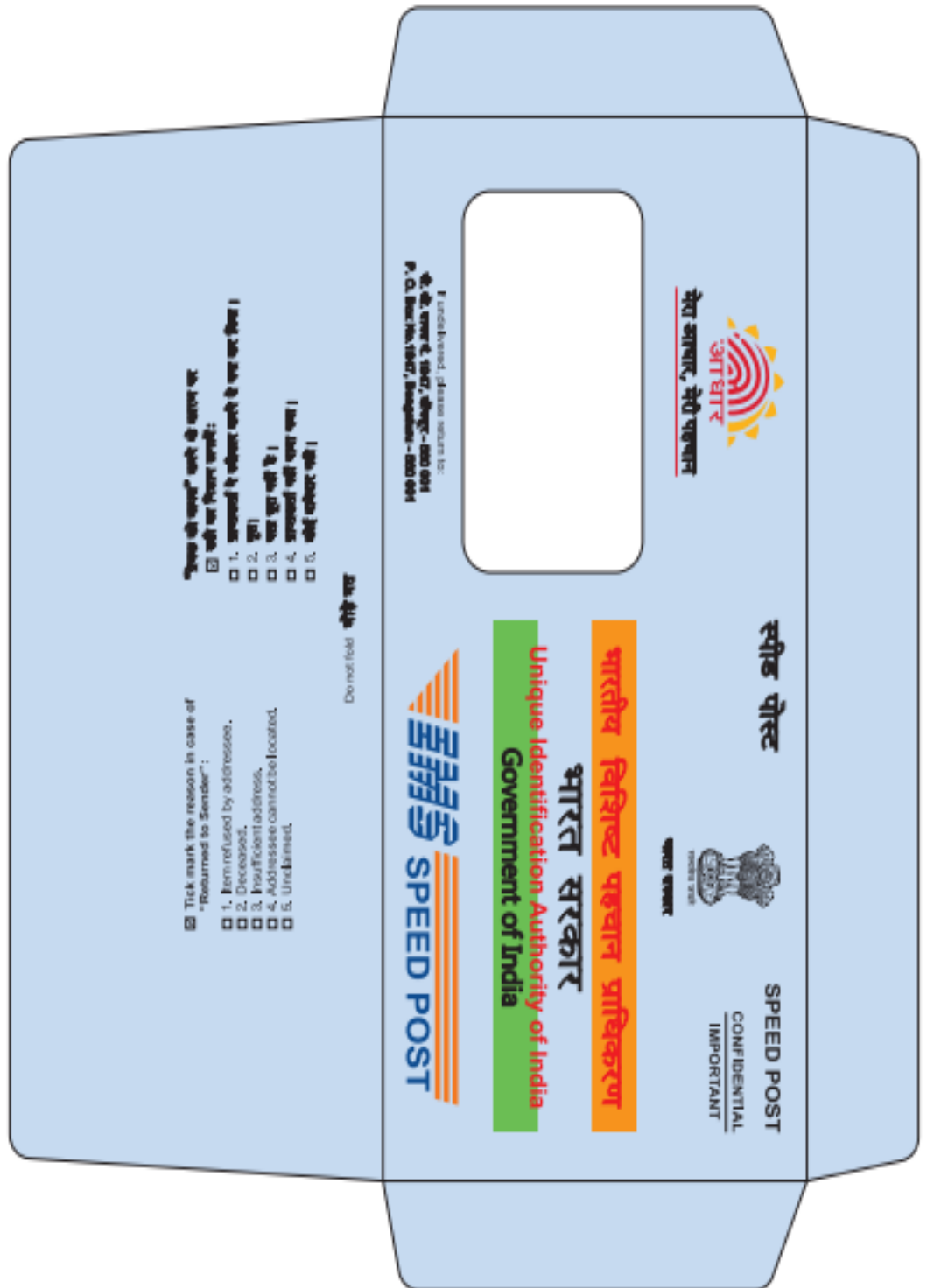
Front



Back



### ANNEXURE VII: Indicative Sample for Envelope



**ANNEXURE VIII:****1. Quality of Machines – Production in Volumes**

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

**2. Quality and Experience of Technical Personnel**

Sr no.	Name	Post/Designation	Qualification	Experience

**ANNEXURE IX: Similar Work Detail**

**Form A:** Summary of the work relating to printing of similar work (as desired in this RFP) awarded by other Government Department/Public Sector/Autonomous bodies/ Banks Undertaking are as under:

Government Department/ Public Sector Undertaking/ Autonomous Bodies/ Banks	Period of Contract	No. of PVC Cards printed and dispatched	Per day average volume of cards printed and dispatched	Satisfactory completion/ execution certificate of the Deptt./PSU/Banks by whom the contract was awarded

**Note:** Above details must be supported by client reference(s) detailing Name, Designation, Phone, email Ids. UIDAI reserves right to get it verified.



## **ANNEXURE XI: Information Security Guidelines for Printing service provider**

Printing service providers handle sensitive data of Aadhaar holders while printing the Aadhaar PVC Cards. 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 Status/PIN 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 be 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 Status/PIN 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 Status/PIN 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 Status/PIN 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. PSP 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 XII : List of Documents Submitted

**Date :**

**Bid No.:**

**To**

**The Assistant Director General (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 XIII: 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 a bidder or its successors can be debarred for up to 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

## APPENDIX A: SPECIFICATION OF AADHAAR PVC CARD, ENVELOPE AND COVER LETTER

### (A) AADHAAR PVC Card

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

1.	Material	PolyVinyl Chloride(PVC) + Polyethylene Terephthalate Glycol (PETG)  Proposed Layering is mentioned in RFP document
2.	Lamination (Overlay)	Glossy / Mat finishing
3.	Card Size	CR 80 (86 mm x 54 mm x 0.76mm)
4.	Thickness	760 microns (+/- 10%)
5.	Color	Card will follow existing color scheme of Aadhaar Letter: <ul style="list-style-type: none"> <li>- White background for normal Aadhaar</li> <li>- Light blue for Bal Aadhaar (resident in age group 0-5 yrs)) or other color scheme as decided by UIDAI time to time.</li> </ul>
6.	Design and layout	Indicative design provided in RFP. UIDAI may alter the design, color scheme and layout any time before or during the currency of the contract.
7.	ISO Standard	CR-80 type adhering to ISO/ IEC 7810 /10373 standards
8.	Special feature	QR Bar code with 3000 + text characters. However, UIDAI may alter the size, specifications and layout of the QR code any time before or during the currency of the contract.
9.	Personalization	<i>“Digital Color Laser printing of photograph of 600 dpi * 600 dpi, QR code, variable data printing(including regional language) on both sides of the card”</i>
10.	Indicative list of card features	<ul style="list-style-type: none"> <li>• <b>Hologram</b> : Hologram size (after stamping) : 16mm X 12mm. To be hot stamped made up of 19 -23 Micron polyester film of Gold/Silver shade.</li> <li>• <b>Micro text</b> : Text as border of the Photograph in size 19 to 25 micron</li> <li>• <b>Ghost Image Printing</b> : Resident Photograph (Front side)</li> <li>• <b>Guilloche pattern</b> on the base of the card. Design shall be provided by UIDAI</li> <li>• <b>Embossed Aadhaar Logo on Front side</b></li> <li>• <b>Invisible Aadhaar Logo (visible in UV light)</b></li> </ul> <p>(The design of the hologram and the approved UIDAI vendor for the same shall</p>

be provided to the PSP)

## Proposed Layering of Aadhaar (PVC+PETG) Card



- 1,7:** Overlay 50 Micron Top and Bottom  
**2,6: Variable Data** Print layer (LASER Printing 600 DPI and Above)  
**3,5: PVC Layer 180 Micron Top and Bottom**  
**4:** PetG Middle Layer 340 Micron

### (B) ENVELOPE

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

S No	Item	Specifications
1.	Envelope type	<ul style="list-style-type: none"> <li>Secured, protected window type for address &amp; tracking barcode visibility.</li> <li>Window Film – 25 microns with proper stiffness, high tensile strength, excellent optics and good water barrier properties.</li> <li>22.6x28.4cm open - 10.7x24cm close size</li> <li>100 GSM Maplitho paper</li> <li>Die cut with Re moisture glue pasting on flap</li> </ul>

2.	Dimensions	To accommodate one Aadhaar (PVC+PETG) Card and Cover letter. Should support automatic insertion/enveloping.
3.	Color	Pre-printing in 4 color
Note: <i>Indicative design</i> of Aadhaar Envelope is provided at <b>Annexure</b>		

**(C) COVER LETTER**

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

S No	Item	Specifications
1.	Cover letter type	The material/paper should be 80 GSM Maplitho paper. Variable data to be printed on the letter along with Auto Folding, card affixing and inserting
2.	Dimensions	210mm x 297mm
3.	Color	<ul style="list-style-type: none"> <li>• Pre-Printing in 4 color for Aadhaar logo and tag line.</li> <li>• Variable data should be in single color (black)</li> </ul>
Note: the matter for printing shall be provided to the selected PSP.		

**APPENDIX B: INDICATIVE 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: INDICATIVE 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 card
<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 Aadhaar PVC Card by Printer
<b>Delivery_Date</b>		Delivery Date of Aadhaar PVC Card
<b>SRN No</b>		Service Request Number Request for Printing Aadhaar PVC Card



## APPENDIX D: FORM OF PERFORMANCE 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

Unique Identification Authority of India  
6th Floor, Bangla Sahib Road, Behind Kali Mandir,  
Gole Market, New Delhi – 110 001

Dear Sir,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & Information Technology (MeitY), Government of India, on behalf of the CEO, UIDAI, (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 "Supplier" 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 Supplier, resulting in a Contract, bearing No..... dated.....valued at.....for..... (scope of Contract) and the Supplier 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 Supplier merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Supplier(s) of any of the terms or conditions contained in the said Agreement or by reason of the Supplier(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 Supplier 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 extent the time for performance of the Contract by the Supplier. 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 Supplier, 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 Supplier 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 Supplier and notwithstanding any security or other guarantee the Purchaser may have in relation to the Supplier's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
  - a. Our liability under this guarantee is restricted to Rs ..... (in words & figures).
  - b. This Bank Guarantee will be valid upto .....; and
  - c. 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 ..... (i.e. the final claim date)

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.....	

## APPENDIX E: 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,

1. 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.
2. 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.
3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
  - a. Our liability under this guarantee is restricted to Rs ..... (in words & figures).
  - b. This Bank Guarantee will be valid upto .....; and
  - c. 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.....2019.....at.....

### WITNESS

..... (Signature)	..... (Signature)
..... (Name)	..... (Name)
..... (Official Address)	..... (Designation with Bank Stamp)
Attorney as per Power of Attorney No.....	Dated.....

## 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 PRINT SERVICE PROVIDER FOR PRINTING OF AADHAAR PVC CARDS]” (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 confidential information as per the Aadhaar Act, 2016 (as amended in 2019) and the regulations framed thereunder, 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 with immediate effect after the 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

(Authorised Signatory Office Seal:)

For Bidder

(Authorised Signatory Office Seal:)

Name:

Designation: Chief Executive Officer

Date:

Place:

Name:

Designation:

Date:

Place: