



## **INVITATION TO BID**

**ONLINE REQUEST FOR PROPOSAL  
FOR SELECTION OF PRINT SERVICE PROVIDER FOR  
PRINTING AND DISPATCH OF  
'AADHAAR ADDRESS VALIDATION LETTERS'**

**Unique Identification Authority of India  
Headquarters**

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

**RFP No. HQ-22011/3/2022-LOG-HQ (COMP No.8155)-Logistics**

**Dated: 15.07.2022**

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## SECTION-I

### PART-I: INVITATION TO BID:

1. The Chief Executive Officer, Unique Identification Authority of India (UIDAI) invites online proposal (“the **Proposal/Bid**”) from reputed and reliable firms for the “**Printing and Dispatch of Aadhaar Address Validation Letters**”.
2. UIDAI has decided to engage reputed and reliable secure printers for “**Printing and Dispatch of Aadhaar Address Validation Letters**”. UIDAI intends to on board **one (1)** Print Service Provider (“**PSP**”) for printing and delivery of Aadhaar Address Validation Letters (“**AAVL**”) to residents of India.
3. It is estimated that UIDAI would receive around **11 (eleven) lakh** requests for AAVL in **two (02) years** from the date on which this Contract comes into force. The volume of the requests stated herein is an estimation and may change during the tenure of the Contract, in which case Contract volume may be revised and additional performance Security will be sought from the PSP within the limit of tenure of the Contract and the extended period of the Contract, if any.
4. Bidders are advised to study the Bid document carefully. Online submission of Bid shall be deemed to have been done after careful study and examination of the Bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in Section II should be submitted online only through Government E-Marketplace (“**GeM**”) portal website: <https://gem.gov.in/> not later than the date and time mentioned as Bid End Date in GeM portal. Bidders are advised to follow the instructions as per GeM guidelines for the e-submission of the Bids online through the GeM portal for e-Procurement at <https://gem.gov.in/>.
5. Manual bids shall not be accepted. The bidders are required to quote through online mode only as per the Tender terms.
6. Bidder shall not tamper/modify the Tender documents including downloaded price Bid template in any manner. In case if the same is found to be tempered/ modified in any manner, the Tender will be completely rejected and Bidder is liable to be banned from doing business with UIDAI and the earnest money deposit (“**EMD**”) would be forfeited.
7. Not more than one Proposal 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 submit the Bid for the same Tender as separate competitors. A breach of this condition will render the Bids of both the parties liable to rejection.

8. Intending bidders are advised to visit UIDAI website [www.uidai.gov.in](http://www.uidai.gov.in) and GeM portal <https://gem.gov.in/> at least 3 (**three**) days prior to closing date of submission of Bid for any corrigendum/addendum/amendment.
9. The hard Copy of original instruments in respect of EMD and original copy of affidavits must be delivered at the address as mentioned in the Data Sheet (Part II of Section-II of the RFP). The Bid will be rejected in case of non-receipt of original payment instrument like demand draft/any other accepted instrument etc. against the submitted Bid.
10. Bids will be opened as per date/time as mentioned in the GeM portal against the respective bid number. After online opening of Technical-Bid the results of their evaluation as well date of Price-Bid opening will be intimated later.
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 Annexures 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 the GeM portal website: <https://gem.gov.in/>.
13. The UIDAI reserves the right to reject any or all the Bids in whole or part without assigning any reasons thereof.
14. This “Invitation to Bid” is non-transferable under any circumstances.
15. Address for Communication:  
**“Printing and Dispatch of Aadhaar Address Validation Letter”**  
Director (Tech) (Logistics)  
Headquarters - Unique Identification Authority of India  
6<sup>th</sup> Floor, Bangla Sahib Road,  
Behind Kali Mandir, Gole Market  
New Delhi – 110 001



## **PART-II: INTRODUCTION**

1. The Unique Identification Authority of India (“**UIDAI**”) is a statutory authority established under Section 11 of the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 (“**Aadhaar Act, 2016**”) on 12 July, 2016 by the Government of India, under the Ministry of Electronics and Information Technology (**MeitY**).
2. Prior to its establishment as a statutory authority, UIDAI was functioning as an attached office of the then Planning Commission (now NITI Aayog) vide its Gazette Notification No. A-43011/02/2009-Admn I) dated 28<sup>th</sup> January 2009. Subsequently, on 12 September 2015, the Government revised the Allocation of Business Rules to attach the UIDAI to the Department of Electronics and Information Technology (DeitY) of the MeitY.
3. UIDAI was created with the objective to issue a 12 digit unique identification numbers (UID), named as "Aadhaar", to all the residents of India, that is (a) robust enough to eliminate duplicate and fake identities, and (b) can be verified and authenticated in an easy, cost-effective way. The first UID number was issued on 29 September 2010, to a resident of Nandurbar, Maharashtra. The Authority has so far issued more than 130 crore Aadhaar numbers to the residents of India.
4. Under the Aadhaar 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 the residents and perform authentication and also required to ensure the security of identity information and authentication records of such residents.
5. AAVL may be used by the residents to update their address in Aadhaar, without having any valid proof of address,. A letter containing six-digit PIN (Personal Identification Number) will be sent to the address provided by requestor, using which the Resident can update its address online through UIDAI’s website: Self Service Update portal - <https://myaadhaar.uidai.gov.in/>.
6. This “Request for Proposal (**RFP**)” / “**Tender**” document is therefore intended to invite Bids from reputed and reliable firms for “Printing and Dispatch of Aadhaar Address Validation Letters”. UIDAI intends to on board one (1) Print Service Providers (“**PSP**”) for printing and dispatch of AAVL and providing other related services to Residents of India (“**the Project**”).

## SECTION-II

### INSTRUCTIONS TO BIDDERS

#### PART-I: GENERAL:

<p><b>1. Definitions and Abbreviations</b></p>	<p>(a) <b>“The Aadhaar Act , 2016”</b> shall mean the Aadhaar (Targeted Delivery of Financial and Other Subsidies, Benefits and Services) Act, 2016 and the regulations made thereunder, as amended from time to time;</p> <p>(b) <b>“AADHAAR/ AADHAAR Number/ UID number”</b> means the 12 digit unique identification number, issued to an individual under sub-section (3) of section 3 of Aadhaar Act, 2016;</p> <p>(c) <b>“Aadhaar Related Documents”</b> shall include Aadhaar Letter, Aadhaar Address Validation Letter or any other letter/documents weighing upto 50gms, as decided by UIDAI, from time to time;</p> <p>(d) <b>“AAVL”</b> shall mean “Aadhaar Address Validation Letter”;</p> <p>(e) <b>“Authority”</b> shall mean the UIDAI;</p> <p>(f) <b>“Bid/ Proposal”</b> means the Technical Proposal and Financial Proposal consisting of the documents as stipulated in this RFP for the services required under the project.</p> <p>(g) <b>“Bidder(s)”</b> shall mean any entity which has submitted a Proposal pursuant to this RFP.</p> <p>(h) <b>“CIDR”</b> shall mean Central Identities Data Repository;</p> <p>(i) <b>“Confidential Information”</b> means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties including any such information that may come to the knowledge of the Parties hereto/Bidder’s team by virtue of this Contract that is by its nature confidential or by the circumstances in which it is disclosed is 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>(j) <b>“Demographic Information”</b> shall mean the personal information collected or verified by the Registrar based on the data fields prescribed by the UIDAI and by following the process laid down for the purpose;</p> <p>(k) <b>“DoP”</b> shall mean Department of Posts;</p>
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	<p>(l) “<b>EID</b>” shall mean Enrolment Identification Number;</p> <p>(m) “<b>EMD</b>” shall mean the Earnest Money Deposit provided to UIDAI by a Bidder for securing the fulfilment of any obligation in terms of the provisions of the RFP documents and as defined in Clause 7 of Part I of Section II of this RFP;</p> <p>(n) “<b>Instructions to Bidders</b>” (<b>Section II of the RFP</b>) shall mean the document which provides the interested Bidders with all the information required to prepare their bids including the details of the eligibility criteria and the process for the selection of the PSP.</p> <p>(o) “<b>GeM Portal</b>” means the Government E-Marketplace Portal of Government of India which facilitates all the Central Government Organizations to publish their Tender Enquiries, Corrigendum and Award of Contract details and facilitate e-tendering.</p> <p>(p) “<b>GFR, 2017</b>” shall mean General Financial Rules, 2017;</p> <p>(q) “<b>GoI</b>” shall mean the Government of India;</p> <p>(r) “<b>PSP</b>” shall mean the Print Service Provider i.e., the Bidder that has been selected by the Purchaser for execution of the services;</p> <p>(s) “<b>Purchaser</b>” means “<b>Unique Identification Authority of India</b>” (UIDAI) with which the Selected Bidder shall sign the Contract for providing the Services envisaged under this RFP;</p> <p>(t) “<b>Resident</b>” as defined in the Aadhaar Act, 2016 shall mean 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;</p> <p>(u) “<b>RFP/ Contract</b>” means the following request for proposal document issued by UIDAI to the prospective Bidders <b>RFP No. HQ-22011/3/2022-LOG-HQ (COMP No.8155)-Logistics</b> on 15.07.2022 for “<i>Selection of Print Service Provider for Printing and Dispatch of Aadhaar Address Validation Letters</i>”. Any Corrigendum(a) / Amendment(s) / Clarification(s) to the RFP issued by UIDAI subsequent to the issue of the RFP shall be an integral part of the RFP document;</p> <p>(v) “<b>Scope of Work</b>” (SoW) means the objectives, the activities, the tasks to be performed and the respective responsibilities of UIDAI and the PSP under the Project. It also includes the SLA, as is mentioned in detail in <b>Section III</b> of the RFP.</p> <p>(w) “<b>Selected Bidder</b>” shall mean the Bidder(s) who signs the Contract with the Purchaser for providing the Services envisaged under this RFP;</p> <p>(x) “<b>Services</b>” shall mean and include printing and dispatch of Aadhaar Address</p>
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	<p>Validation Letters and other related services therein to UIDAI;</p> <p>(y) “<b>SPOC</b>” shall mean Single Point of Contact;</p> <p>(z) “<b>SLA</b>” shall mean the Service Level Agreement;</p> <p>(aa) “<b>Standard Contract</b>” means the standard contract agreement provided in Annexure-III of Section V of this RFP which is to be signed between the Purchaser and the PSP for undertaking the Project;</p> <p>(bb) “<b>Sub-Contractor</b>” means any person or persons or firm/company or their legal representatives, successors, assignees to which part of the Contract has been sub-contracted by the PSP after obtaining the necessary consent of UIDAI;</p> <p>(cc) “<b>Tender</b>” shall have the same meaning as RFP in this tender document.</p> <p>(dd) “<b>UID</b>” shall mean Unique Identification number;</p> <p>(ee) “<b>UIDAI</b>” means Unique Identification Authority of India.</p>
<p><b>2. Procedure for Submission of online Bids on GeM Portal</b></p>	<p>i) The Bidders are required to be registered in the GeM portal website: <a href="https://gem.gov.in/">https://gem.gov.in/</a>. under the relevant category for participating in this RFP for Printing and Dispatch of Aadhaar Address Validation Letters..</p> <p>ii) Information useful for submitting online bids on the GeM Portal may be obtained at: <a href="https://gem.gov.in/">https://gem.gov.in/</a></p> <p><b>1. Preparation of bids</b></p> <p>i) The Bidder shall take into account all Clarification(s)/Corrigendum(a)/Amendment(s) etc. published on this Tender before submitting their bids.</p> <p>ii) The Bidder shall go through the Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the Bid. 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 are to be noted. Any deviations from these may lead to rejection of the Bid.</p> <p>iii) Bidder, in advance, should get ready the Bid documents to be submitted as indicated in the Tender document / schedule and generally, they can be in PDF format. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. However, the Bidder must ensure that the documents submitted are legible and in compliance with the provisions of GeM &amp; Custom bid.</p> <p><b>2. Submission of bids</b></p>

	<ul style="list-style-type: none"> <li>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. The Bidder shall be responsible for any delay in submission of the Bid due to any issues. The system will not permit submission of documents beyond the deadline.</li> <li>ii) The Bidder has to digitally sign and upload the required Bid documents one by one as indicated in this Tender document in compliance to GeM portal website: <a href="https://gem.gov.in/">https://gem.gov.in/</a>.</li> <li>iii) Bidder has to pay the EMD as applicable and enter details of the instrument as per the GeM provisions.</li> <li>iv) The original instruments of EMD 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 GeM portal/Tender documents.</li> <li>v) Bidders are requested to note that they should necessarily submit their Financial Bids in the format provided and no other format is acceptable. If the price Bid has been given as a standard Bill of Quantities (BoQ) format with the Tender document, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BoQ file, open it and complete with their respective financial quotes and other details (such as name of the bidder). 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.</li> <li>vi) Bidder should comply with ‘<b>Make in India</b>’ (MII) guidelines issued by GoI and submit duly filled Annexure XI for reference.</li> </ul>
<b>3. General</b>	<ul style="list-style-type: none"> <li>i) All the provisions listed out in this RFP issued by the UIDAI shall be binding upon the participating Bidders of this RFP.</li> <li>ii) UIDAI will select the PSP, in accordance with the method of selection as detailed in Part-IV of Section-II “Selection Process” and GeM provisions.</li> <li>iii) The detailed scope of the assignment/job has been described in the SoW in Section III of this RFP.</li> <li>iv) Interested Bidders are invited to upload the documents for Pre-Qualification and Financial Bid, strictly as per Part V of Section II – “Instructions on Bid Preparation and Document Checklist”.</li> <li>v) UIDAI 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.</li> </ul>
<b>3.1 Only one Bid</b>	A Bidder shall upload only one Bid. If a Bidder submits or participates in more than one

	Bid, such Bids shall be disqualified.
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<b>3.2 Bid Validity</b>	The Bid must remain valid for 180 days + 45 days after the submission date.
<b>3.3 Consortium</b>	Bids received from Consortiums shall be rejected. Subcontracting of any work resulting from the Tender is not allowed, except where the RFP explicitly allows for the Bidder to enter into a contract with a third party.
<b>3.4 Tenure of Contract</b>	<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, UIDAI reserves the right to terminate the Contract without prejudice or liability after giving notice as stipulated in the General Conditions of Contract (GCC) and and Special Conditions of Contract (SCC).</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 GeM portal under the relevant Bid, before the Bid submission date. Any request for Clarification must be sent by standard electronic means to UIDAI as indicated in Data Sheet (Part-II, Section II).</li> <li>ii. At any time, before the submission of Bids, UIDAI may amend the RFP by issuing an Addendum/Corrigendum/Clarification in writing or by standard electronic means on UIDAI Website/GeM portal. The Addendum/Corrigendum/Clarification issued shall be binding on all the Bidders.</li> </ul>
<b>5. Preparation of Bid</b>	<ul style="list-style-type: none"> <li>i) The preparation of the Bid as well as all related correspondence exchanged by the Bidders and UIDAI shall be in English.</li> <li>ii) The Financial Bid shall be prepared using the attached Standard Form as in BOQ, Annexure-I and Annexure-II. It shall include all costs associated with the Service/Assignment under the Project. The Financial Bid shall not include any conditions attached to it. Any such conditional Financial Bid shall be summarily rejected.</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, , 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 fees, and demurrage charges etc., incurred on the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever</li> </ul>

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	after submission of Bid by the Bidder, the same shall be passed on to the Purchaser or PSP respectively. The Bidder shall provide the cost of the Services and all applicable taxes separately as per the format provided in this RFP.
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<b>7. Earnest Money Deposit (EMD)</b>	<ul style="list-style-type: none"> <li>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.</li> <li>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 EMD should be valid for 45 days beyond the Bid validity period of 180 (one hundred and eighty) days from the last date of submission of the online Bids. <b>The hard copy of the original instrument i.e. the 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. Bids will not be accepted if the original payment instrument against the submitted Bid are not reached by the specified date and time.</b></li> <li>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 (<b>MeitY</b>), or Startups as recognized by Department of Industrial Policy &amp; Promotion (<b>DIPP</b>) are exempted from submission of EMD. Such Bidders must furnish a valid certificate in this regard along with the Bid.</li> <li>iv) Bids not accompanied by EMD shall be rejected as non-responsive.</li> <li>v) No interest shall be payable by UIDAI on the sum deposited as EMD.</li> <li>vi) The EMD of the unsuccessful Bidders would be returned without any interest within a period of 30 (thirty) days of the signing of the Contract with the successful Bidder.</li> <li>vii) The Selected Bidder's EMD shall be returned, without any interest, upon the Selected Bidder executing the Contract and after furnishing the Performance Security, in accordance with provision of the RFP and the Contract.</li> <li>viii) Non-compliance of the Clauses mentioned herein, by the successful Bidder shall constitute sufficient grounds for the annulment of award. UIDAI through a written notice to the other Party, may declare this Contract to be null and void.</li> </ul>
<b>7.1 Forfeiture of EMD</b>	<p>The entire EMD shall be forfeited by UIDAI in the following events:</p> <ul style="list-style-type: none"> <li>i) If the Bidder withdraws its Bid during the Bid validity period or any extension agreed by the Bidder thereof.</li> <li>ii) If the Bidder varies or modifies its Proposal in a manner not acceptable to UIDAI after opening of the Bid during the Bid validity period or any extension thereof.</li> <li>iii) If the Bidder tries to influence the evaluation process.</li> <li>iv) If the Selected Bidder chooses to withdraw the Bid before the finalization process</li> </ul>

	i.e., fails to execute the Contract or fails to furnish the Performance Security within the specified time limit however failure to arrive at consensus by both the Parties shall not be construed as withdrawal of Bid by the Bidder.
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<b>8. Tender Fees</b>	Tender Fee is waived off as per GFR, 2017 guidelines.
<b>9. Performance Security/Performance Bank Guarantee</b>	<p>i) The Selected Bidder shall be required to furnish a Performance Security of 3% (three percent) of the assessed Project value of the Contract 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 including any extension therein, with an additional claim period of 60 (sixty) days .</p> <p>ii) The PSP shall have to submit an additional Performance Security of 3% (three per cent) of the cost of the additional volume of work allocated under the Project, in case such allocation is required.</p> <p>iii) The Performance Security shall be submitted by the successful Bidder within 15 (fifteen) days of the notification of the award of Contract but before the signing of the Contract.</p> <p>iv) The successful Bidder has to renew the Performance Security on the same terms and conditions for the period of extension of Contract including the claim period therein.</p> <p>v) In the event of the Bidder being unable to deliver the Services as per the terms and conditions of the Contract 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 (thirty) days, indicating the contractual obligation for which the Bidder is in default. UIDAI shall also be entitled to make recoveries from the Bidder's 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 the tasks assigned to them under the Project 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 to the Selected Bidder.</p>
<b>10. Submission, Receipt and Opening of Bids</b>	<p>i) An authorized representative of the Bidder shall sign all pages of the original Bid before uploading on the GeM portal. The authorization shall be, in the form of a written power of attorney or board resolution, in the name of the authorized representative indicating that the authorized representative has been duly authorized to sign the Bid.</p> <p>ii) Bids shall be submitted online only at GeM portal: <a href="https://gem.gov.in/">https://gem.gov.in/</a> , not later than the time and the date indicated in the GeM portal under the relevant Bid number, or</p>

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	<p>any extension to this date by UIDAI. Any Bid received by UIDAI after the deadline for submission shall not be considered.</p> <p>iii) Bidder should comply with 'Make in India' (MII) guidelines issued by GoI and submit duly filled Annexure XI for reference.</p>
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<b>11. Right to Accept/ Reject the Bid</b>	UIDAI 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 Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision. UIDAI reserves the right to reject incomplete or incorrect Bids at its sole discretion.
<b>12. Public Opening and Evaluation of Financial Bids</b>	<ul style="list-style-type: none"> <li>i) Financial bids shall be opened on the date &amp; time specified in GeM portal</li> <li>ii) UIDAI reserves the right to correct any computational errors. If there is a discrepancy between the unit cost and total cost (unit cost multiplied by volume), unit cost will be considered as final number and also in case of discrepancy between words and figures, words will be considered as final figure.</li> <li>iii) Award of Contract to the qualified Bidder will be done as per the process defined in GeM portal.</li> </ul>
<b>13. Disqualification</b>	<p>1. UIDAI has the sole discretion to disqualify any Bidder and at any time during the evaluation of the Bid, if the Bidder has:</p> <ul style="list-style-type: none"> <li>i) Submitted the Bid after the deadline of the submission of the Bid;</li> <li>ii) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements in the Bid;</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 3 (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 any clarifications related to the Bid, when sought by UIDAI;</li> <li>vi) Submitted more than one Bid 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) UIDAI shall issue a 'Letter of Award of Contract' to the Selected Bidder after acceptance of work plan.</li> <li>ii) The Bidder shall sign the Contract within 15 (fifteen) days of notification of Award of contract.</li> <li>iii) The Selected Bidders is expected to commence the Services within 30 (thirty) days of signing of the Contract. In case the PSP Bidder fails to start the Services within 30 (thirty) days of signing of the contract, then UIDAI may exercise the right to cancel the Award of Contract to the Selected bidder and award to the next ranked Bidder or cancel the RFP, as the case may be. In exceptional cases UIDAI may grant extension if the delay is due to reason not in control of the PSP.</li> <li>iv) <b>No Claim Certificate-</b> The PSP shall not be entitled to make any claim whatsoever</li> </ul>

	<p>against UIDAI under or by virtue of or arising out of this Contract, nor shall UIDAI entertain or consider any such claim, if made by the PSP after it has signed a “No claim” certificate in favour of UIDAI, in such forms as shall be required by UIDAI, after the ‘Letter of Award of Contract’ is finally accepted.</p> <p>v) Before commencing the Services under the Contract and as required thereafter, the PSP shall obtain all applicable permits and licenses required to carry out its obligations under the Contract and all the statutory payments are to be borne by the PSP.</p>
<b>15. Termination of Contract</b>	Notwithstanding the duration of the Contract/ allocation of volume of work, the termination of the Contract is subject to the conditions as stipulated in GCC.

**PART-II: DATA SHEET:**

<b>Paragraph Reference</b>	<b>Details</b>
3. iv	<p><b>Name and Details of UIDAI:</b></p> <p>The Chief Executive Officer, Headquarters - Unique Identification Authority of India 9<sup>th</sup> Floor, Bangla Sahib Road, Behind Kali Mandir, Gole Market New Delhi – 110 001</p>

3. iv	<p><b>The Bid submission address is:</b></p> <p>“Printing and Dispatch of Aadhaar Address Validation Letter”</p> <p>Director (Tech) (Logistics) 6<sup>th</sup> Floor, Headquarters - Unique Identification Authority of India Bangla Sahib Road, Behind Kali Mandir, Gole Market New Delhi – 110 001</p> <p>(The Hard Copy of original instruments in respect of Tender document, EMD must be delivered to the above address )</p>
3.2	Bids must remain valid for <b>180 (one hundred and eighty) 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>02 (Two) years</b>. In case the volume exceeds the estimated volume during the tenure of the Contract (including the extended period of the Contract), an appropriate additional Performance Security 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, the Contract, post the period of 02 (two) years may be extend further by UIDAI for a a period of 1 (one) year or part thereof at the same rate, terms and conditions, subject to satisfactory performance by the Bidder and the mutual agreement of UIDAI and the PSP.</p>
4.	<p><b>Clarifications may be requested, not later than 3 (three) days, post the Pre-bid meeting. Clarifications may be e-mailed (only) to the following email address:</b></p> <p><a href="mailto:letter@uidai.net.in">letter@uidai.net.in</a></p> <p>(Bidders are requested to send their official email-ids on the email given above to receive VC link to join the Pre-bid meeting as per the schedule)</p> <p>(The Clarification shall be given on GeM portal only)</p> <p>All such clarification e-mail must have the subject as:</p> <p>“Pre Bid queries: <b>FOR PRINTING AND DISPATCH OF AADHAAR</b></p>

	<b>ADDRESS VALIDATION LETTER”.</b>
7.	<b>Amount of EMD is Rs 88,000 only (Rupees Eighty-Eight thousand only)</b>
8.	Tender Fee is not applicable as per GFR, 2017
9.	Performance Security will be <b>3% (three percent)</b> of the Contract value for each Bidder.

### PART-III: ELIGIBILITY CRITERIA

Evaluation of Pre-Qualification Criteria will be as per the information/response provided by the Bidders against Pre-Qualification Criteria along with the relevant supporting documents.

**Important:** Those Bidders who do not qualify the pre-qualification criteria (“**Pre-Qualification Criteria**”) 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</i>	



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	<i>Authority / Power of Authority to be provided)</i>	
6	Year of establishment of firm/company	
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./ duly Registered Company/firm	<p>Certificate of Incorporation/ Registration in the name of the <b>Bidder</b> along with:</p> <p>(1) Details of Board of Director/ Trustees/ Managing Director/ CEO/ Partners</p> <p>2. PAN Card of the company registered in India;</p> <p>3. GST certificate of the registered company;</p> <p>4. Board resolution authorizing the Authorised Person to execute the Contract on behalf of the Company;</p> <p>5. Any other supporting document, as required</p>		

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
		<p>Or</p> <ol style="list-style-type: none"> <li>1. Certificate of registration of <b>the Firm</b>;</li> <li>2. Details and address of the Partners;</li> <li>3. PAN Card of the company registered in India;</li> <li>4. GST certificate of the registered company;</li> <li>5. Power of Attorney or Partnership resolution, authorizing the Authorised Person to execute the Contract on behalf of the said firm;</li> <li>6. Any other supporting document, as required</li> </ol>		
2	Average annual turnover of at least <b>Rs 22 Lakh</b> (Rupees Twenty-Two Lakh only) from the variable data printing from print service operations within India only, during the previous 3 (three) financial years (2018-19, 2019-2020 & 2020-21)	Certified copies of audited financial statements & annual report for the immediately preceding 3 (three) financial years i.e. , (2018-19, 2019-2020 & 2020-21) from		

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S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
		revenues related to printing, duly certified by Chartered Accountant		
3	Should have filed income tax returns for the 3 (three) financial years, (2018-19, 2019-2020 & 2020-21)	Certified copies of the ITRs filed by the entity for the preceding 3 (three) financial years i.e., (2018-19, 2019-2020 & 2020-21), duly certified by Chartered Accountant.		
4	The Bidder(s) 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(s), in this regard, should be submitted. A similar ban subsequent to the submission of the Bid, but before the award of the Contract shall also disqualify the Bidder.	Certificate from the whole-time Company Secretary or authorized representative of the Bidder.		
5	Should have an 'installed capacity' of not less than 10,000 (Ten Thousand) per day in printing, enveloping and handling of similar letters and delivery at the designated point(s).	Copy of Experience Certificates.		
6	The Bidder must have successfully "completed" OR "completed part of the ongoing" variable data printing projects	"Satisfactory Work Completion "Certificate(s) with		

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
	during last 5 (five) years awarded by Government/PSUs/Banks/Autonomous Bodies of the following values as on 31.03.2022 (a) 1 (one) project costing not less than Rs 40 Lakh (INR Forty-Lakh) Or (b) 2 (Two) projects costing not less than Rs 25 (INR Twenty-Five) Lakh each Or (c) 3 (Three) projects costing not less than Rs 20 (INR Twenty) Lakh each.	date, from the client / CA / CS pertaining to the value of work done as on 31.03.2022  Also provide client reference(s) detailing Name, Designation, Phone and Email Ids.		
7	The Bidder should have ISO 27001 certification of the suggested printing location at the time of Bid submission.	Copy of the certification valid on date of bidding		
8	The Bidder should have the capability to print in atleast 6 (six) regional languages.	Self-certification duly signed by authorized representative		

**Note: Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the Company Secretary/ authorized representative of the Bidder(s). Relevant portions, in the documents submitted in pursuance of Pre-Qualification Criteria , should be highlighted**

#### TABLE 2. TECHNICAL EVALUATION CRITERIA

The Bid will be evaluated based on the weightings and parameters as mentioned in technical evaluation criteria (“**Technical Evaluation Criteria**”). Bidder will have to score a minimum qualifying score of 70 (seventy) marks to be considered for Commercial Evaluation.

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

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S. No.	Criteria	Max. Score	Marks	Documents submitted
2.1	Average Annual Turnover from the variable data printing operations within India only, during the previous 3 (three) financial years (2018-19, 2019-20 and 2020-21): (Annexure IX)	15		
	(i) Greater than Equal to Rupees Twenty Two Lakh but Less Rupees Fifty Lakh		10	
	(ii) Greater than Equal to Rupees Fifty Lakh but Less Rupees One Crore.		12	
	(iii) Greater than Rupees One Crore		15	
2.2	Value of SINGLE successfully “completed” OR “completed part of the ongoing” variable data printing projects during last 5 (five) years awarded by Government/PSUs/Autonomous bodies/Banks as on 31.03.2022: (Annexure VIII)	5		
	(i) Greater than Equal to Rupees Twenty Lakh but Less than Rupees Twenty Five Lakh.		2	
	(ii) Greater than Equal to Rupees Twenty Five Lakh but Less than Rupees Forty Lakh.		3	
	(iii) Greater than Equal to Rupees Forty Lakhs.		5	
2.3	Number of successfully “completed” OR “completed part of the ongoing” variable data printing projects (Value >=Rs 20 Lakh) during last 5 (five) years awarded by Government/PSUs/Autonomous bodies/Banks as on 31.03.2022:	10		
	1 – 3		5	
	4 – 7		8	

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S. No.	Criteria	Max. Score	Marks	Documents submitted
	> 7		10	
2.4	1 (one) or more ongoing contracts in which letters are dispatched through DoP as franked articles and/or Speed post service – 5 marks	5	5	
3	Presentation for Proposed Methodology	30		
3.1	Printing Solution and article tracking capability		10	
3.2	Quality of proposed MIS		05	
3.3	Physical and Data Security		05	
3.4	Innovation and features beyond proposed requirements		10	
		100		

All Bidder(s) who meet the Pre-Qualification Criteria may be invited to make a 30 minute presentation.

Bidder(s) should submit 10 (ten) Samples of Aadhaar Address Validation Letter with envelope as per specifications in RFP. UIDAI reserves the right to get it checked from Government testing labs. Any deviations from specifications may result in disqualification.

**Note: Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the CS/authorized representative of the Bidder(s). Relevant portions, in the documents submitted in pursuance of the Technical Evaluation Criteria, should be highlighted.**

**Important:**

- i) Bidder(s) must submit the presentation and video detailing the facilities (in-line with UIDAI requirements) of the proposed location(s) in a USB/Pen drive on or before the Bid Submission End Date by 1500 hrs.
- ii) UIDAI reserves the right to visit the Printer's premises and include the same for evaluation.
- iii) Discrepancy between stated capacity/capabilities and site verification shall result in immediate disqualification.

## **PART-IV: SELECTION PROCESS:**

### **Evaluation of Proposals: The evaluation of the Proposal will be done in 2 (two) 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 have been submitted and the Proposal is in order. Proposals not conforming to such requirements will be prima facie rejected.
2. **Pre-Qualification:** The Pre-Qualification Criteria mentioned in Table-1 at Part-III of Section-II shall have to be met to be considered for Technical Evaluation Criteria.
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” under Technical Evaluation Criteria, points shall be awarded and Total Technical Score (TS) shall be computed for each Bid.
  - b. All Bidder(s) who meet the Pre-Qualification Criteria, may be invited to make a maximum of 30 (thirty) minute presentation, as part of the Technical Evaluation Criteria, as indicated in **Table-2 at Part-III of Section-II**. The presentation must contain a video of the actual printing facilities available (as per the requirement of this RFP) at the proposed site/s. Presentation and video should be submitted to the address mentioned in Data Sheet in form of Pen/USB drive as specified above.
  - c. In order to qualify as ‘Technically Qualified Bidder(s)’ (“**TQB**”), the Bidder(s) should have scored a minimum of 70 marks. Only TQBs with minimum of 70 marks will be considered for Commercial Evaluation.
  - d. UIDAI officials may visit the site/facility of the Bidder(s) for evaluation of Technical details submitted by the Bidder(s). Misrepresentation/falsification of details submitted shall render the Bidder(s) disqualified.

### **SELECTION OF THE PRINT SERVICE PROVIDERS:**

1. The Financial Bids of only the TQB 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**” as provisioned in GeM portal.
3. In case L1 bidder backs out and denies to be associated with UIDAI for prescribed work, UIDAI shall go for retendering process.
4. In case of a tie between 2 (two) Bidders at L1 level (Discovered Rate), the Bidder with the higher Technical Score will be treated as L1.
5. In case 1 (one) Bidder qualifies after the technical evaluation, UIDAI will have right to select the single qualified Bidder or cancel the RFP.



6. The UIDAI reserves the right to call for a re-tender, in case of cancellation of prevailing tender.
7. Bidder(s) 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 Bidder(s).

**a) FINANCIAL BID FORMS**

1. The Bidder(s) shall quote the **per unit cost of 'Printing and Dispatch of Aadhaar Address Validation Letter'** for providing Services as per the SoW given in Section III which shall exclude all the statutory taxes, levies, duties etc. The **per unit cost of a 'Printing and Dispatch of Aadhaar Address Validation Letter'** quoted shall be inclusive of all costs for providing other additional services specified in the SoW. The total cost quoted shall be inclusive of all incidental expenses. The 'Cost' should be exclusive of all taxes, such as, but not limited to GST, service tax, duties, fees, levies etc. on amounts payable by UIDAI under the Contract.
2. Bidder(s) must quote only 1 (one) cost. Cost shall be provided up to 2 (two) decimal places.
3. Bidder(s) shall also separately mention all the statutory taxes, levies, duties etc.,

**2. FINANCIAL BID COVERING LETTER**

The Bidder(s) shall submit online the Financial Bid Covering Letter as given in Annexure I of Section-V.

**3. FINANCIAL BID FORM**

The Bidder(s) 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 and Annexure XII  Earnest Money Deposit	
2.	Technical Evaluation Criteria	Signed and scanned copy of List and Supporting Documents  Presentation and Video to be submitted in Pen Drive/USB form at Address given in Data Sheet  10 (ten) Samples to be submitted at Address given in Data Sheet	
3.	Commercial Bid	Commercial Bid filled out in the formats as specified in Annexures II & Annexure I of Section-V.	

**SECTION-III****SCOPE OF WORK****PART-I: DESCRIPTION OF SERVICES****GENERAL**

After selection of Bidder through this RFP process, the Print Service Provider (PSP) will be required to deliver the Services for printing and dispatch of AAVL as per the requirements detailed in this section.

UIDAI estimates to print approximately **11 Lakh** AAVL during a period of 2 **(two) years** at the rate of approximately **1,835 letters per day**. Bidder(s) must remain aware of the fact that the actual requirement for printing the AAVL may vary, depending on the demand from the Residents.

The PSP 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.

**RECEIVING OF DATA FROM UIDAI**

The data for printing shall be provided to the PSP 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 PSP shall be required to have a provision for dedicated leased line(s) between the print facility/facilities and UIDAI's Data Centers.

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

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

The data transfer shall be on SFTP ("**Secure File Transfer Protocol**"). The SFTP download/upload client shall be provided or specified, as the case may be, by UIDAI to the PSP and the PSP 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.

## 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 PSP needs to ensure the compliance of the Security Guidelines issued by UIDAI on the subject and those under the Aadhaar Act, 2016 (as amended) and the regulations thereunder. Any other instructions on data security issued by UIDAI from time to time will have to be adhered to strictly.
- b) The PSP has to comply with the existing Information Security Guidelines of UIDAI and those as relevant under the Aadhaar Act 2016 (as amended). These are updated periodically as per requirement and at all times.
- c) The data received by PSP 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 PSP** and its public key shared with UIDAI. Its public key shall be provided to UIDAI for encrypting the data.

## PROCESSING OF DATA RECEIVED FROM UIDAI

The PSP shall deploy defensive check mechanisms for verifying the integrity of data received from UIDAI. The PSP 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.

## Information Security Guidelines

Information Security guidelines applicable to 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 The Information Security guidelines for each individual area/category have been provided in Annexure X and detailed guidelines will be shared with the Selected Bidder.

## **SORTING OF DATA**

The PSP 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 AAVL.

The PSP is required to sort the received data pincode-wise. This is to ensure grouping together of all the AAVL 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 PSP.

In addition, a unique card tracking number shall be provided or specified, as the case may be, by UIDAI to the PSP and which needs to be printed on every individual AAVL. The PSP shall be allotted a series of such codes/barcodes separately. The PSP is to ensure the uniqueness of AAVL barcode. Any non-unique relationships shall be treated as duplicate printing, unless otherwise specified/communicated/agreed by UIDAI.

## **PRINTING OF AAVL**

The AAVL and its envelope, needs to be printed to the quality and specifications as mentioned in Appendix [●]. The variable data would include all official/regional languages of India. The PSP will be required to print documents in all official/regional languages of India.

## **ENVELOPING AND HIGH SPEED SCANNING**

- a. All the AAVL duly inserted in an envelope in auto mode, needs to be scanned for generation of 'Dispatch Manifest' through high speed scanner.
- b. The enveloping/insertion process needs to be completely automated. The PSP is to ensure that the full delivery address, speed post barcode are visible through envelope window after AAVL insertion into envelope. No other information shall be visible through the envelope window.
- c. The process of scanning and 'Dispatch Manifest' generation needs to be completely automated.

## **MODE OF DISPATCH & DELIVERY**

The dispatch of AAVL may be made through below mentioned mode as prescribed by UIDAI:

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

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

### **SPEED POST**

The dispatch of the AAVL through Speed Post is done by the Department of Posts. The Aadhaar 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 PSP 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 PSP with the Department of Posts and issuance of EMS barcode. **The Speed Post charges for the AAVL will be paid by UIDAI to Department of Posts (DoP) directly on receipt of invoice as per the**

**RFP For Printing and Dispatch of Aadhaar Address Validation Letter  
NAF/BNPL account.**

For each AAVL printed, corresponding to an EID (Aadhaar Enrolment Identification) number or UID (Unique Identification) or SRN (Service Request Number), a unique document tracking barcode will be printed by the PSP on every individual document. In addition to the unique document tracking barcode, an EMS/Speed Post barcode will also be printed on AAVL envelope which are to be dispatched through the Speed Post mode. As such, all the AAVL 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 PSP for dispatch to the Department of Posts for booking and dispatch by Speed Post.

AAVL 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 AAVL 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 PSP. The PSP 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 PSP. 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 AAVL to the Department of Posts by the PSP for dispatch will be the receipt of "signed / acknowledged Manifest" from the Department of Posts.

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

The proof of dispatch of Aadhaar 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 AAVL. The dispatch of these AAVL 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 PSP 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 Aadhaar documents. Format for such manifest/s will be specified by UIDAI and shall be binding on the PSP.

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 PSP 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 PSP.

The proof of hand over of Aadhaar documents to the courier service provider by the PSP for dispatch will be

## RFP For Printing and Dispatch of Aadhaar Address Validation Letter

receipt of signed / acknowledged 'Dispatch Manifest' from the courier service provider.

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

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

## **PURGING & INFORMATION SECURITY**

The data for printing shall be provided to the PSP in Unicode XML (Extensible Mark-up Language) file format or an equivalent electronic format as specified by UIDAI. After successful printing and dispatching, the PSP 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 at all the set-ups/infra in which the confidentiality and integrity is to be maintained, UIDAI shall undertake physical inspection for verification of completion of purging process and ensuring compliance of procedure prescribed by UIDAI.

The PSP and its printing premises and computing environment shall be subjected to the guidelines under the information security policy of UIDAI. The detailed guidelines will be shared with the Selected Bidders for compliance.

## **MIS REPORTS**

The PSP is required to provide a web based portal for viewing the stage- wise progress of data download, printing, franking, bagging and handover of the AAVL to the delivery partner. Capability to track every single AAVL 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 PSP shall provide the web access of this facility to UIDAI.

The PSP 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 PSP 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 PSP.

**SERVICE LEVEL AGREEMENT(SLA) PARAMETERS**

The Selected Bidder 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.

**1. One time Commencement of Service**

Sl. No.	Deliverable	Definition	Measurement Criteria	Timeline	Penalty
1.	Commencement of Services	Commence the Service as per the Scope of Work of RFP	Within 30 (thirty) days from the date of signing the Contract between the UIDAI and the PSP	Within 30 days (including 30 <sup>th</sup> Day) from the date of signing the Contract between the UIDAI and the PSP	Nil
				Delay of every 1 day from 31 <sup>st</sup> day from the date of signing the Contract between the UIDAI and the PSP	Rupees 5,000/- per day of delay.  Capped at maximum of Rupees 2 Lakh.
				Delay beyond 60 days starting from 31 <sup>st</sup> day from the date of signing the Contract between the UIDAI and the PSP	UIDAI may choose to terminate the Contract and Performance Security can be forfeited

## 2. SLA for Turnaround Time of AAVL Printing and Dispatch

The PSP 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	15 (fifteen) 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 15 (fifteen) days*, no penalty will be applicable. (benchmark)</li> <li>2. If performed within 7 (seven) Days* after benchmark period – 2% (two percent) of payment applicable for the default Services, shall be charged as penalty.</li> <li>3. If performed after 7 Days* from the benchmark period– 5% (five percent) of payment applicable for the default Services shall be charged as penalty.</li> <li>4. If not printed and dispatched within 14 (Fourteen) Days* from the benchmark period- then 10% (ten percent) of payment applicable for the default Services shall be charged as penalty.</li> <li>5. If not printed and dispatched beyond 21 (twenty one) Days* from the benchmark period- then 100% (one hundred percent) of payment applicable for the default services shall be charged as penalty.</li> <li>6. UIDAI may provide relaxation on Turn around Time in exceptional case.</li> </ol> <p>* excluding the 3 (three) national holidays</p>

## 3. Critical Errors:

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

- Poor printing quality of document.
- Production damage to document.
- Any other error directly attributed to Production or Printing flaws, as per the specification or implicit requirements.
- Duplicate document Printing.

### Penalties for Critical Errors:

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

- Re-print the document and send it to the Resident for which the cost shall be borne by the PSP.
- Delivery cost of the AAVL shall be borne by the PSP.
- Send an apology letter to the Resident, the cost of which shall be borne by the PSP.



No. of critical errors as % of actual output	Penalty Slab
Less than 1%	Rs 2,500/-
Greater than or equal to 1% but less than 5%	Rs 5,000/-
Greater than or equal to 5% but less than 10%	Rs 10,000/-
Greater than or equal to 10%	UIDAI reserves the right to terminate the Contract

- iv. The PSP shall also analyse the root cause of error(s) occurred and implement Corrective Measures within 10 (ten) days of the report. Objective evidence of corrective measures needs to be provided to UIDAI.
- v. The penalties for the SLAs are mutually exclusive and shall apply independent of each other.

**Important:** Total penalty applicable shall be capped at **10%** (ten percent) of the Contract value. In case, the penalty levied on the PSP exceeds **10%**(ten percent) of the invoice value for 3 (three) consecutive months, UIDAI shall have the discretion of terminating the Contract and getting the work done by any other agency. UIDAI may choose to relax the penalties implied due to any breach of SLA in uncontrollable/extreme cases.

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

<b>1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” shall mean all laws brought into force and effect as on the date hereof and which may be promulgated or brought into force and effect, hereinafter in India, including any revisions, amendments or re-enactments including without limitation the rules, regulations and notifications made there under and judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and effect. ;(b) “Purchaser” means UIDAI purchasing the Services under this Contract;</p> <p>(c) “Contract/Agreement” means the Agreement entered into between the Purchaser and the PSP, for printing and delivery of Aadhaar Address Validation Letters to residents of India together with the Contract documents referred to herein, including this RFP, all the attachments, appendices, annexure, and all documents incorporated by reference therein;</p> <p>(d) “GCC” means these General Conditions of the Contract (<b>Part-I of Section IV</b>);</p> <p>(e) “Contract Price” means the price to be paid for the performance of the Services for total estimated volume.</p> <p>(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to <b><u>Clause 2.1 of GCC</u></b>;</p>
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	<p>(g) “Government” means the Government of India;</p> <p>(h) “Print Service Provider” means any private or public entity that will provide the Services to the Purchaser under the Contract. The PSP is the entity, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement;</p> <p>(i) “Party” means the Purchaser or the PSP, as the case may be, and “Parties” means both of them;</p> <p>(j) “Personnel” means persons hired by the PSP and assigned to the performance of the Services or any part thereof;</p> <p>(k) “SCC” means the Special Conditions of Contract (<b>Part-II of Section IV</b>) by which the GCC may be amended or supplemented;</p> <p>(l) “Services” means the work to be performed by the PSP pursuant to this Contract, as described in <b><u>Scope of Work at Section-III</u></b> 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;</p> <p>(o) “UIDAI” means Unique Identification Authority of India;</p> <p>(p) AAVL means Aadhaar Address Validation Letters;</p> <p>(q) “PSP” means the Print Service Provider;</p> <p>(r) “In writing” means communication in written form with proof of receipt;</p> <p>(s) “Contract Value” means allocated volume of the contract multiplied by discovered rate including applicable taxes.</p>
<b>1.2 Relationship Between the Parties</b>	<p>Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the PSP. The PSP, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>

<b>1.3 Law Governing Contract</b>	<p>The Contract, its meaning and interpretation, and the relation between the Parties, shall be governed by the Applicable Laws of India. The PSP, in the provision of its Services under the Contract shall be governed at all times by the provisions of the Aadhaar Act, 2016 (as amended) and the regulations framed there under as amended from time to time.</p> <p>Notwithstanding anything contained therein, if the PSP contravenes any provisions of the Aadhaar Act, 2016 (as amended) and the regulations framed there under, as applicable to the Services rendered under this RFP/Contract, the PSP shall be liable to applicable penal provisions prescribed therein, in addition to, the penalties/provisions provided in this RFP/contract.</p>
<b>1.4 Language</b>	<p>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.</p>
<b>1.5 Notices</b>	<p>a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract, shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such a Party at the address specified in the <b><u>SCC</u></b>.</p> <p>b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the <b><u>SCC</u></b>.</p>
<b>1.6 Location</b>	<p>Location will be specified by UIDAI to Selected Bidder</p>
<b>1.7 Authorized Representatives</b>	<p>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 PSP may be taken or executed by the officials specified in the <b><u>SCC</u></b>.</p>

<b>1.8 Taxes and Duties</b>	<p>(a) The PSP and their Personnel shall pay all such direct and indirect taxes, duties, fees and other impositions levied under the Applicable Laws of India.</p> <p>(b) Bidders shall clearly mention GST in quoted rate as per Packet in Financial Bid.</p> <p>(c) The Bidder may be subject to taxes, such as, but not limited to GST, service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. The quoted cost in the Financial Bbid 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 of Contract, the same shall be passed on to the Purchaser/PSP as the case may be. GST shall be paid to the PSP at the prevailing rates at the time of invoicing.</p>
<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 Bidder(s) observe the highest standard of ethics during the selection and execution of such contracts. The Bidder shall confirm and declare to the Purchaser that :</p> <p><i>“The information/ documents furnished along with the bid are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.”</i></p> <p>If it is established at any time to the satisfaction of the Purchaser that the above mentioned declaration is in any way incorrect and the Bidder has submitted false document, action may be taken for debarring the Bidder from entering into any contract with the Government of India for a period as stipulated in the UIDAI Procurement Manual.</p> <p>The Purchaser also requires that the Bidder does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In case the Purchaser, after due diligence, agrees that the PSP may charge notified amount for specific services from the Resident, the PSP must ensure that the residents are not over charged on any account. In pursuance of this policy, the</p>

	<p>Purchaser defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(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;</p> <p>(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;</p> <p>(iii) “collusive practices” mean a scheme or an arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;</p> <p>(iv) ‘Coercive practices” mean harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;</p> <p>(v) ‘unfair trade practices” mean supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;</p> <p>(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.</p>
<b>1.9.2 Measures to be taken by the Purchaser</b>	<p>(a) The Purchaser may terminate the Contract if it determines at any time that representatives of the PSP were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that Contract, without the PSP having taken timely and appropriate action satisfactory to the Purchaser to remedy the situation;</p> <p>(b) The Purchaser may also apply sanction against the PSP, including declaring the PSP ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time, the Purchaser determines that the PSP has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Purchaser-financed contract.</p>
<b>1.9.3 Commissions and Fees</b>	Purchaser will require the PSP to disclose any commissions or fees or any rebate whether commercial or statutory in nature from DoP

	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.
<b>1.9.4 Interpretation</b>	<p>In this Contract unless a contrary intention is evident:</p> <ul style="list-style-type: none"> <li>a. the clause headings are for convenient reference only and do not form part of this Contract;</li> <li>b) unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;</li> <li>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;</li> <li>d) a word in the singular includes the plural and a word in the plural includes the singular</li> <li>e) a word importing a gender includes any other gender;</li> <li>f) a reference to a person includes a partnership and a body corporate;</li> <li>g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</li> <li>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;</li> <li>i) Words/terms not defined in this Contract shall have the meaning assigned to it under the Aadhaar Act 2016. In the event of an inconsistency between the terms of this Contract and the Bid documents , the terms of this Contract herein shall prevail.</li> </ul>

## 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 the Parties or such other later date as may be stated in the <b>SCC</b> . The date, the Contract comes into effect is defined as the <b>Effective Date</b> .
<b>2.2 Commencement of Services</b>	The PSP shall begin carrying out the Services within <b>30 (thirty) days</b> from the Effective Date specified in the <b>SCC</b> .
<b>2.3 Expiration of Contract</b>	Unless terminated earlier pursuant to Clause <b>2.2</b> of GCC herein, this Contract shall expire at the end of such time period, after the Effective Date or after the agreed volume/quantity has been delivered, as specified in the <b>SCC</b> . The Contract may be extended by a period of 1 (one) year with mutual consent.
<b>2.4 Entire Agreement</b>	This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
<b>2.5 Modifications or Variations</b>	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>b) In cases of substantial modifications or variations, required by the PSP, the prior written consent of the Purchaser is required.</p>
<b>2.6 Force Majeure</b>	



<b>2.6.1 Definition</b>	<p>a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, Governmental restrictions or instructions, a <b><u>pandemic situation causing lockdown by the order of the concerned Government</u></b> or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.</p> <p>c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
<b>2.6.2 No Breach of Contract</b>	<p>The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract, insofar such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
<b>2.6.3 Measures to be Taken</b>	<p>(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as it 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</p>

	<p>not later than 14 (fourteen) days following the occurrence of such an 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 time 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 period during which such Party affected by Force Majeure was unable to perform the Services as a result of Force Majeure.</p> <p>d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the PSP, upon instructions by the Purchaser, shall either:</p> <p>(i) immobilize,; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the PSP shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.</p> <p>e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8 of <b>GCC</b>.</p>
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<b>2.7 Suspension</b>	The Purchaser may, by written notice of suspension to the PSP, suspend all payments to the PSP hereunder if the PSP fails to perform any of its obligations under this Contract, including carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the PSP to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the PSP of such notice of suspension.
<b>2.8 Termination</b>	
<b>2.8.1 Termination</b>	<p>A. The Purchaser may, without prejudice to any other remedy for breach of Contract, by serving 30 (thirty) days prior written notice of default to the PSP, terminate the Contract in whole or in part in case of the occurrence of any of the events specified in paragraphs (a) to (m) of this Clause <b>GC 2.8.1</b>.</p> <p>(a) i. If the PSP fails to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; OR</p> <p>ii. If the PSP fails to perform any other obligation(s) under the contract."</p> <p>(b) If the PSP becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the PSP, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the PSP is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days.</p> <p>(e) If the PSP submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</p> <p>(f) If the PSP places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>(g) If the PSP 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 Purchaser may decide to give</p>

	<p>one chance to the PSP to improve the quality of the Services.</p> <p>(h) If the PSP has been blacklisted by the UIDAI or disqualified for any reason.</p> <p>(i) If the PSP to fulfill its obligations under Clause 3 of <b>GCC</b> hereof.</p> <p>(j) If the PSP fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 of <b>GCC 8</b> hereof.</p> <p>(k) In the event the PSP is found to have:</p> <ul style="list-style-type: none"> <li>(i) Sub-contracted the work/Services</li> <li>(ii) Provided incorrect information to UIDAI.</li> <li>(iii) Not co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.</li> </ul> <p>(l) If the PSP discloses any confidential information during its engagement with UIDAI, UIDAI may terminate this Contract, forthwith.</p> <p>(m) In the event the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate the Contract in whole or in part, pursuant to Clause 2.8.1 of GCC, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered or not performed, and the PSP shall be liable to the Purchaser for any additional costs for such similar Services. However, the PSP shall continue the performance of the Contract to the extent not terminated.</p>
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<b>2.8.2 Cessation of Rights and Obligations</b>	<p>Upon termination of this Contract pursuant to Clauses 2.2 of <b>GCC or 2.8 of GCC</b> hereof, or upon expiration of this Contract pursuant to Clause 2.4 of <b>GCC</b> hereof, all rights and obligations of the Parties hereunder shall cease, except:</p> <ul style="list-style-type: none"> <li>(i) such rights and obligations as may have accrued on the date of termination or expiration of the Contract;</li> <li>(ii) the obligation of confidentiality set forth in Clause 3.4 of <b>GCC</b> hereof;</li> <li>(iii) the PSP's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 <b>GCC</b> hereof; and</li> <li>(iv) any right which a Party may have under the Law.</li> </ul>
<b>2.8.3 Cessation of Services</b>	<p>Upon termination of this Contract pursuant to Clauses 2.8.1 of <b>GCC</b> or <b>2.8.2 of GCC</b> hereof, the PSP shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the PSP and equipment and materials furnished by the Purchaser, the PSP shall proceed as provided, respectively, by Clauses 3.9 or 3.10 of <b>GCC</b> hereof.</p>
<b>2.8.4 Payment upon Termination</b>	<p>Upon termination of this Contract pursuant to Clauses 2.8.1 of <b>GCC</b>, the PSP shall be entitled /not entitled to payments as per the following:</p> <ul style="list-style-type: none"> <li>(a) If the Contract is terminated pursuant to Clause <b>2.8.1 (d), (g), k(i) to k(iii) of GCC</b> and remuneration pursuant to Clause 6.3 of <b>GCC</b> hereof for Services satisfactorily performed prior to the effective date of termination;</li> <li>(b) If the Contract is terminated pursuant to Clause <b>2.8.1 (a) to (c), (e), (f), (h), (j), (m) and (n)</b> of <b>GCC</b>, the PSP shall not be entitled to receive any agreed payments upon termination of the Contract. However, the Purchaser may consider making payment for the part satisfactorily performed, as assessed by it, if such part is of economic utility to the Purchaser. As applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the</li> </ul>

	provisions of Clause 9 of <b>GCC</b> of this Contract. The PSP will be required to pay any such liquidated damages to Purchaser within <b>30 (thirty) days</b> of termination date, incase the amount exceeds beyond the Performance Security amount
<b>2.8.5 Disputes about Events of Termination:</b>	In case of dispute pursuant to an event specified in Clause <b>2.8.1</b> of GCC hereof has occurred, PSP may, within 30 (thirty) days after receipt of notice of termination, refer the matter as per provisions of Clause 8 of <b>GCC</b> hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitration/amicable settlement.
<b>2.9 Extension of Contract</b>	UIDAI may extend the contract by a period of 1 (one) year or part thereof at the same rate, terms and conditions subject to satisfactory performance by the PSP and with mutual consent..
<b>2.10 Termination of Contract for Failure to Become Effective</b>	If this Contract does not become effective within such time period as defined in the SCC, the Purchaser through a written notice to the other Party, may declare this Contract to be null and void and may forfeit the Performance Security. Purchaser may award the Contract to next ranked Bidder or may publish new RFP.

**3. OBLIGATIONS OF THE PSP**

<b>3.1. Standard of Performance</b>	The PSP shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology with safe and effective equipment, men, machinery, materials and methods. The PSP shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.
<b>3.2 PSP Not to Benefit from Rebate Commissions, Discounts, etc.</b>	The payment due to the PSP pursuant to Clause 6 of <b>GCC</b> shall constitute the PSP's only payment in connection with this Contract or the Services. The PSP shall not accept for their own benefit or in due course of business any sum whether statutory or commercial or in any form by the way of any rebate, trade commission, discount or similar payment of any nature in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the PSP shall use their best efforts to ensure that its Personnel and agents similarly, shall not receive any such additional payment. In the event the PSP receives any such rebate, trade commission, discount etc., it shall then report and pass on such rebate, trade commission, discount to the Purchaser.
<b>3.3 Prohibition of Conflicting Activities</b>	The PSP and their Personnel shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
	a) The PSP shall protect from unauthorized access, loss or damage and also keep safe, secure and confidential all demographic information, all documents, data and information of any nature provided to the PSP for the discharge of services.
	b) The PSP shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from UIDAI, other than required for discharge of services.
	c) The PSP shall not give access to the information or data collected and received from UIDAI in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by UIDAI.
<b>3.4 General Confidentiality</b>	<p>"Except with the prior written consent of the Purchaser, the PSP and its personnel shall not at any time communicate to any person or entity, any confidential information acquired in the course of discharge of Services, nor shall the PSP and the Personnel make public the recommendations formulated in the course of or as a result or discharging the Services.</p> <p>The PSP should comply with the Aadhaar Act, 2016; Information</p>

RFP For Printing and Dispatch of Aadhaar Address Validation Letter

	Technology Act, 2000 (as amended) and other related laws/acts/policies/guidelines/regulations, etc. Including the amendments thereof particularly with respect to data confidentiality and privacy. The PSP shall furnish a Non-Disclosure Agreement, as per format provided in Appendix 'F' of Section V as part of its Proposal.”
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<b>3.5 Insurance to be Taken Out by the PSP</b>	The PSP (a) shall take and maintain insurance against risks and coverage at their own cost but on terms and conditions approved by the Purchaser, as specified in the <b>SCC</b> ; and (b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken and maintained and the current premiums have been paid.
<b>3.6 Accounting, Inspection and Auditing</b>	<p>(a) The PSP shall:</p> <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 during the Contract period, and up to 5 (five) years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser. The Audit expenses shall be borne by the PSP.</li> </ul> <p>(b) The Purchaser shall have the right to carry out inspection checks, audits of the PSP's premises and/ or locations, facilities, or point of delivery of Services performed under this contract.</p> <p>(c) The Purchaser shall have the right to carry out scheduled/ unscheduled visits to any of the locations, premises &amp; facilities and oversee the processes and operations of the PSP.</p> <p>(d) If a third party audit is conducted at the instance of PSP, the cost of audit will be borne by the PSP.</p>
<b>3.7 Sub- contracting</b>	The PSP shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this Contract.
<b>3.8 Reporting Obligations</b>	The PSP shall submit to the Purchaser the reports and documents specified in Appendix C hereto, in the form, in the numbers and within the time periods set forth in the said Appendix C.
<b>3.9 Rights of Use</b>	All rights of use of any process, product, service, or data developed, generated, or collected, received from UIDAI or any other task performed by the PSP under the execution of the Contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the PSP shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.

<b>3.10 Safety &amp; Security of Data, Premises, Location/ site</b>	<p>(a) The Data provided by the Purchaser to the PSP, for delivery of letters/articles, is the property of the Purchaser. The PSP shall display due diligence in the handling of the said data and be responsible for the data, thus provided.</p> <p>(b) The PSP shall not use the information, the name or the logo of the Purchaser and or Government of India except for the purposes of providing the Services as specified under this Contract.</p> <p>(c) The PSP shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or are owned by the Purchaser, without a prior written permission from the Purchaser.</p> <p>(d) The PSP shall follow the Security Guidelines issued by UIDAI.</p> <p>(e) Data Retention period shall be defined and reviewed for adequacy at least every 3 (three) months jointly by the Purchaser and the PSP.</p> <p>(f) Certificate of 'Data deletion' to be provided by the PSP, at the time of raising periodic bills.</p> <p>(g) The PSP would be governed by the provisions of the Applicable Law of India, including but not limited to the Information Technology Act, the Aadhaar Act 2016 and other relevant Acts.</p> <p>(h) The Purchaser reserves the right to carry out third party Audits of the PSP, to ensure compliance of stated and implicit requirements.</p> <p>(i) The rogue behavior of the employees of PSP shall fall under the 'Unlimited liability' to the PSP.</p> <p>(j) The PSP shall at all times be governed by the provisions of the Aadhaar Act, 2016 (as amended) and the regulations framed thereunder.</p>
<b>3.11 Equipment &amp;</b>	Equipment or materials brought into India by the PSP and the

<b>Materials Provided by the PSP</b>	Personnel and used either for the Project or personal use shall remain the property of the PSP or the Personnel concerned, as applicable.
<b>3.12 Intellectual Property Rights (IPR)</b>	The intellectual property rights to all the outputs, deliverables, data, reports developed during the execution of this Contract shall remain sole property of the Purchaser.
<b>3.13 Assignment</b>	The PSP shall not assign, in whole or in part, any of their obligations under this Contract.

#### 4. PSP's Personnel

<b>4.1 General</b>	The PSP 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 PSP shall ensure that at all times during the PSP's performance of the Services a Project Manager, acceptable to the Purchaser, shall take charge of the performance of such Services.

#### 5. OBLIGATIONS OF THE PURCHASER

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

	the Purchaser/ PSP as the case may be.
<b>5.3 Services, Facilities and Property of the Purchaser</b>	The Purchaser shall make available to the PSP and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property as deemed necessary in its opinion.
<b>5.4 Payment</b>	In consideration of the Services performed by the PSP under this Contract, the Purchaser shall make to the PSP such payments and in such manner as is provided by Clause 6 of <b>GCC</b> of this Contract.

## 6. PAYMENTS TO THE PSP

<b>6.1 Payment for Services</b>	<p>(a) 'Contract Price' can be defined as the price to be paid for the performance of the Services for total estimated volume for delivering the Service.</p> <p>(b) The Proof of Booking and Dispatch of AAVL shall be the upload of booking information on the 'Booking Portal' of the 'Delivery Partner'.</p> <p>(c) The Purchaser shall take into account the Proof of Dispatch (PoD) as base. The payment will be calculated after multiplying such number of Articles with the discovered rate (No. of Articles as per PoD in a particular month X Discovered rate).</p> <p>(d) The amount payable shall be finalized after taking into account the Penalties and Exemptions, if any applicable.</p> <p>(e) The Purchaser shall make the payment within 45 days of receiving the invoice from the Supplier, subject to reconciliation process of Printing &amp; Dispatch of Aadhaar Address Validation Letters.</p>
<b>6.2 Currency of Payment</b>	All payments shall be made in Indian National Rupees.
<b>6.3 Terms of Payment</b>	<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 one 'Calendar month basis'. The payment shall</p>

	<p>be released as per the work related milestones achieved” as PSP should submit invoices for ‘Printing and Dispatch of AAVL’ as per the Contract/RFP.</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 SCC.</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 of the Contract.</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**

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

**8. SETTLEMENT OF DISPUTES**

<b>8.1 Amicable Settlement</b>	Performance of the contract is governed by the terms & conditions of the Contract. In case dispute arises between the Parties regarding any matter under the Contract, either Party may send a written notice of dispute to the other party. The Party receiving the notice of dispute will consider such notice of dispute and respond to it in writing within 30 (thirty) days after receipt. If that party fails to respond within 30 (thirty) days, or the dispute cannot be amicably settled within 60 (sixty) days following the response of the Party to the notice of dispute, Clause 8.2 of GCC shall become applicable.
<b>8.2 Arbitration and Dispute Resolution</b>	<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 such dispute to arbitration as per the Arbitration &amp; Conciliation Act, 1996 (as amended) which is to be decided by a sole arbitrator. The authority to appoint the arbitrator shall rest with UIDAI.</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 the arbitrator appointed to deal with such matters shall be accepted by the Parties as final and binding on the Parties.</p> <p>(d) Continuance of the Contract: Notwithstanding the fact that</p>

	<p>settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.(e) The Parties shall use their best endeavors to ensure that the decision of the arbitrator is given within a period of 6 (six) months or as early as is possible after the arbitration proceedings has commenced.</p> <p>(f) It is to be noted that the Parties shall agree to have their dispute(s) resolved in terms of Section 29B – Fast track procedure, of the Arbitration and Conciliation Act, 1996 (as amended).</p> <p>(g) Subject to Clauses (a), (b), (c), (d), (e), and (f) herein, the courts in New Delhi, India shall have exclusive jurisdiction in relation to this Contract.</p> <p>(h) All fees for pertaining to arbitration proceedings shall be borne by the Parties equally.</p> <p>(i) All other costs incurred by the parties shall be borne by the respective parties.</p>
<b>8.3 Miscellaneous Provisions</b>	<p>(a) The PSP 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>(b) The PSP shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.</p> <p>(c) The PSP shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable, in consequences of any accident or injury sustained or suffered by PSP's employees or agents or by any other third Party, resulting from or by any action, omission or operation conducted by or on behalf of the PSP.</p> <p>(d) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p>

## **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 (fourteen) days of being informed by the Purchaser, the Purchaser shall be free to impose penalty as specified in this Contract. In addition, the Purchaser reserve the right to terminate the Contract and recover the liquidated damages by forfeiting the Performance Security 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.



**PART-II****SPECIAL CONDITIONS OF CONTRACT**

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

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

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

1.7	<p>The Authorized Representatives are:</p> <p>For the Purchaser: Director (Tech) (Logistics)</p> <p style="text-align: center;">Headquarters - Unique Identification Authority of India</p> <p style="text-align: center;">6<sup>th</sup> Floor, Bangla Sahib Road, Behind Kali Mandir,</p> <p style="text-align: center;">Gole Market, New Delhi – 110 001</p> <p>For the Print Service Provider:</p> <p>_____</p>
2.1	<p>The effective date of the Contract: Date of signing of the contract by both the Parties, which is 15 (fifteen) days from the Notification of award of Contract.</p>
2.3	<p>The date for the commencement of Services: <b>Within 30 (thirty) days from the signing of the Contract between the Purchaser and the PSP.</b></p>
2.4	<p>The tenure of the Contract shall be <b>2 (years) from the effective Date of the Contract.</b></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 PSP or its Personnel, with a minimum coverage as per the Motor Vehicles Act 1988;</li> <li>(b) Third Party liability insurance, with a minimum coverage of the value of the Contract;</li> <li>(c) Professional liability insurance, with a minimum coverage of the value of the Contract;</li> <li>(d) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the PSP and in accordance with the relevant 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> </ul>

	(e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the PSP's property used in the performance of the Services, and (iii) any outputs prepared by the PSP in the performance of the Services.
<b>6.2</b>	The amount is in Indian Rupees (INR).
<b>6.3</b>	<p><b>General terms and conditions of Payment Schedule</b></p> <ol style="list-style-type: none"> <li>1) All undisputed and eligible payments shall be made by the Purchaser in favour of the PSP.</li> <li>2) The release of payments will be performance (output) based, where the payments are made for measured deliverables and outputs.</li> <li>3) PSP shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same.</li> <li>4) Eligible payments against invoice submitted (accompanied with all requisite documents) shall be released within 45 (forty-five) days of submission of invoice and subject to reconciliation of Printing &amp; Dispatch of number of AAVL claimed in the invoice.</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, the 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.</li> </ol>
<b>8.2</b>	The Arbitration proceedings shall take place in New Delhi in India and cost of arbitrator / arbitration is to be borne by the Parties themselves.

**ANNEXURES AND APPENDICES**

**ANNEXURES:**

- I. Financial Bid Covering Letter
- II. Financial Bid Form
- III. Standard Contract Form
- IV. Indicative Aadhaar Address Validation Letter
- V. Indicative Sample of envelope
- VI. Quality of Machines – Production in Volumes
- VII. Quality and Experience of Technical Personnel
- VIII. Past Experience of Firm in terms Turnover from Similar Work
- IX. Past Experience of Firm in Terms of Annual Turnover
- X. Information Security Guidelines
- XI. Certificate for Make In India
- XII. List of documents Submitted

**APPENDICES:**

- A. Specification of Aadhaar Address Validation Letter and Envelope
- 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**

**BID COVERING LETTER**

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

To,  
(Address as given in Data Sheet)

**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. -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 Bid.
4. We agree to abide by this RFP, consisting of this letter, Technical & 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 Print 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 Address Validation Letter, cost of providing additional services and performing all functions as per the 'Scope of Work' and 'SLAs' defined in this RFP.
12. We already have the technical and financial capability in India for printing and dispatch of Aadhaar Address Validation Letter in the manner detailed in the 'Scope of Work', as per the volume given below:

Number of Letters per day	
---------------------------	--

15. Our correspondence details with regard to this RFP are:

No.	Information	Details
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 Bidder (Firm/ Organization's name):

\_\_\_\_\_

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

Telephone:

Fax:

Email:

(Name and seal of the Bidder)

**ANNEXURE II:****Financial Bid Form For Aadhaar Address Validation Letter**

**Reference:** RFP document F.No. **HQ-22011/3/2022-LOG-HQ (COMP No.8155)-Logistics** -Logistics  
*Dated \_15.07.2022*

1. Financial Bid for the total per unit cost of the Aadhaar Address Validation Letter for the services 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.

Item	Item Description	Unit Cost (in Rs) upto two decimal places as per the specifications given in the RFP exclusive of all taxes	Taxes (in %)	Total Unit cost (Inclusive of taxes)
(A)	(B)	(C)	(D)	(E)
1.	Printing of Aadhaar Address Validation Letter and Envelope as per specifications including all incidental cost/other expenses.	C= (Unit cost)		

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

Signature of Authorized Signatory :

\_\_\_\_\_

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

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

(Name and seal of the Bidder)

### ANNEXURE III

#### STANDARD CONTRACT FORM

##### Contract for Printing and Dispatch of Aadhaar Address Validation Letter

THIS PRINTING AND DISPATCH OF AADHAAR ADDRESS VALIDATION LETTERS AGREEMENT (hereinafter referred to as the “**Contract**”) is made at New Delhi on this \_\_\_\_ day of \_\_\_\_ 2022:

#### BETWEEN

Unique Identification Authority of India (UIDAI) a statutory body of Government of India, having its headquarters 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 its successors, representatives, administrators and permitted assigns, represented by its Director Mr. \_\_\_\_\_, who is duly authorized to execute this Contract, being the Party of the **FIRST PART**;

#### AND

\_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter called “**the Print Service Provider**”), which expression shall unless repugnant to the context thereof include his successors, representatives heirs and permitted assigns, represented by....., who is duly authorized to execute this Contract, being the Party of the **OTHER PART**.

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

**WHEREAS**, the Purchaser had invited Bids for certain Services under this “RFP for Printing and Dispatch of Aadhaar Address Validation Letters” vide their Bid document number F.No. -Logistics dated \_\_\_\_\_.

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

**AND WHEREAS**, the Purchaser has accepted the said Bid by the Print Service Provider 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 has agreed to place order for ‘Printing and Dispatch of Aadhaar Address Validation Letters’ as per the rates given below:



RFP For Printing and Dispatch of Aadhaar Address Validation Letter

Item	Rate in INR (in figures)	Rate in INR (in words)
Printing & Dispatch of Aadhaar Address Validation Letter		

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 including any amendments/clarifications/corrigendums issued therein, including those on Allocation of Volume under the Contract, will be binding on both the Parties.

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
2. The following documents (collectively referred to as “**Contract Documents**”) shall be deemed to form and be read and construed as part of this Agreement :
  - a) RFP (including the Scope of Work and the General and the Special Conditions of Contract) Letter of Intent ; and
  - c) Performance Bank Guarantee/ Bond for Performance Security;
  - d) Acceptance letter of the Bidder dated \_\_\_\_\_;
  - e) Duly signed Letter of Intent dated \_\_\_\_\_; and
  - f) Amendments and Clarifications issued by UIDAI, from time to time.
3. The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix,]:*
  - Appendix A: Specification of Aadhaar Address Validation Letter
  - Appendix B: Skipped file MIS format
  - Appendix C: Printing file MIS format
  - Appendix D: Form of Bank Guarantee for Performance Security
  - Appendix E: Form of Bank Guarantee for EMD
  - Appendix F: Non-Disclosure Agreement
4. The mutual rights and obligations of the Purchaser and the Print Service Provider shall be as set forth in the Contract Documents, in particular:
  - a) The Print Service Provider shall carry out the Services in accordance with the provisions of the Contract Documents; and
  - b) The Purchaser shall make payments to the Print Service Provider in accordance with the provisions of the Contract Documents.
5. The total quantity of Volume Allocation of Printing of Aadhaar Address Validation Letter as per the RFP is \_\_\_\_\_ (in words).
6. The Print Service Provider has already submitted a Contract Performance Security/ Performance

Guarantee amounting to Rs. \_\_\_\_\_/- (Rupees in words) which would be valid for 60 (Sixty) days beyond the 2 (two) years' period of Contract.

7. The Services shall be carried out at the site / premises at \_\_\_\_\_ India as agreed by the Parties.

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

For/on behalf of (name of Purchaser)

Director  
Unique Identification Authority of India (UIDAI),  
Ministry of Electronics & Information Technology  
Government of India (GoI)

*[Authorized Representative]*

in the presence of

Witnesses 1 .....2.....

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

M/s

*[Name & position]*

*Authorized Representative]*

in the presence of

Witnesses 1 .....2.....

## ANNEXURE IV

### Indicative Aadhaar Address Validation Letter



**Government of India**  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA (UIDAI)  
Bangla Sahib Road, Behind Kali Mandir,  
Gole Market, New Delhi - 110001



To,

XXXXX XXXXXXXXXXXXX  
XXX, XXXXXX, XXXX  
XXXXXX, XXXXXXXXXXXXX,  
Pin Code: XXXXXX  
(RO Address)

Date : Date of generation of PIN - DD/MM/YYYY

Sub : Address verification PIN.

Dear Resident,

This is in reference to your request for Address verification PIN against Aadhaar no. xxxxxxxx6778 submitted on <https://ssup.uidai.gov.in/ssupinmanagement> on DD/MM/YYYY, with Ref. No. xxxxxxxx. Your Address PIN has been successfully generated.

Your PIN is xxxxxx, valid upto DD/MM/YYYY, which can be used to proceed further to update your address in Aadhaar database on <https://ssup.uidai.gov.in>.

Thanking you,

Unique Identification Authority of India

1



[uidai.gov.in](http://uidai.gov.in)



[help@uidai.gov.in](mailto:help@uidai.gov.in)



1947(Toll Free)



@AadhaarOfficial



@AadhaarUIDAI



@UIDAI



@AadhaarUID



[uidai.gov.in](http://uidai.gov.in)



[help@uidai.gov.in](mailto:help@uidai.gov.in)



1947(Toll Free)



@AadhaarOfficial



@AadhaarUIDAI

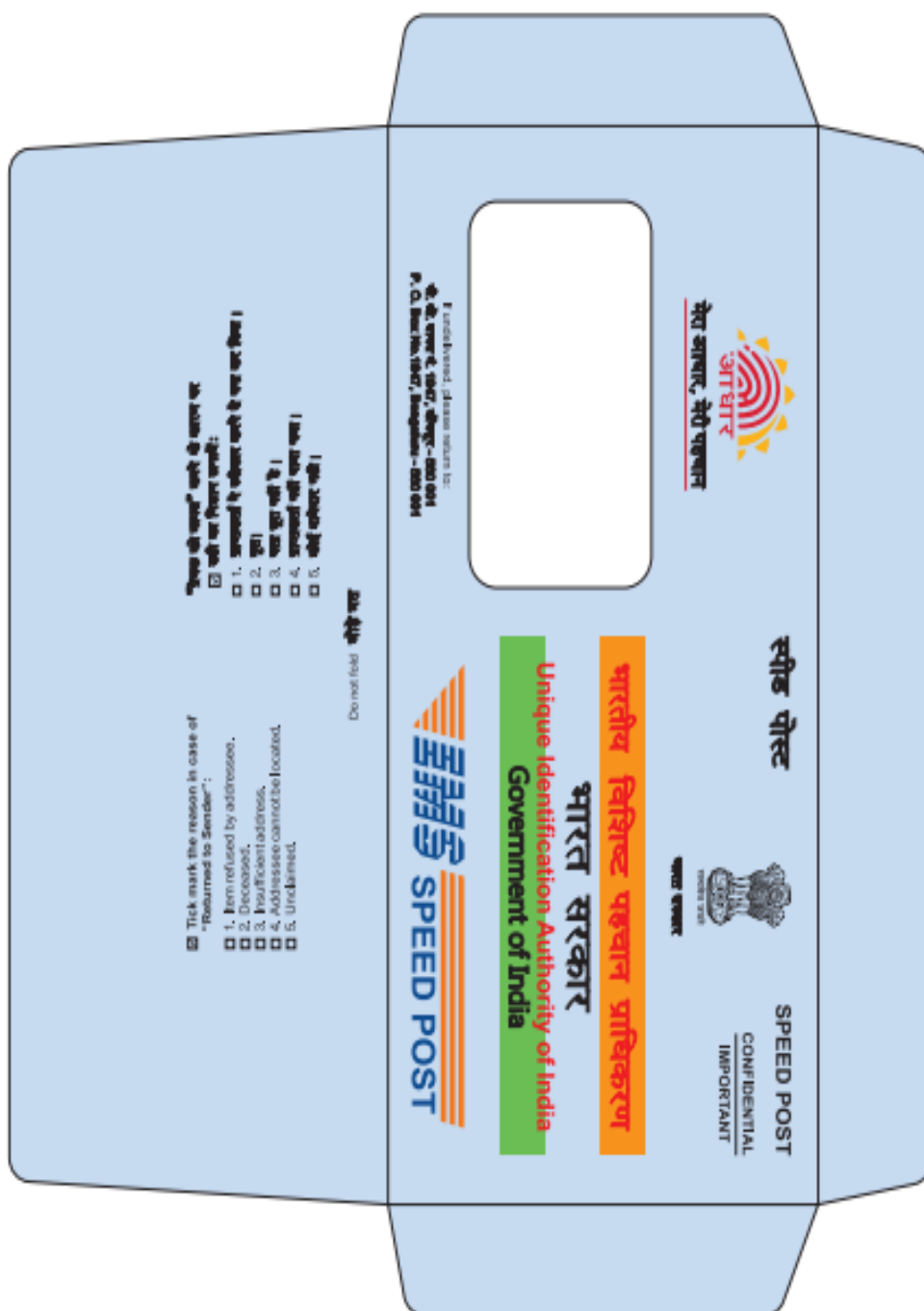


@UIDAI



@AadhaarUID

### Indicative Envelope for Aadhaar Address Validation letter



RFP For Printing and Dispatch of Aadhaar Address Validation Letter  
**ANNEXURE VI**

**Quality of Machines – Production in Volumes**

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

**ANNEXURE VII**

**Quality and Experience of Technical Personnel**

Sr no.	Name	Post/Designation	Qualification	Experience

**ANNEXURE VIII**

**Past Experience of the Bidder in terms of Turnover from Similar work**

<b>Customer Name</b>	<b>Year of Execution</b>	<b>Job Volume</b>	<b>Turnover</b>	<b>Remarks</b>

**ANNEXURE IX**

**Past Experience of the Bidder in terms of Annual Turnover**

<b>Sr no</b>	<b>Financial Year</b>	<b>Annual Turnover</b>	<b>Annual Turnover from core printing operations</b>	<b>Remarks</b>

**ANNEXURE X:**

**Information Security Guidelines for Printing service provider**

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

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

RFP For Printing and Dispatch of Aadhaar Address Validation Letter

17. PSP shall document and maintain network diagram that includes all network components such as firewall, routers etc. as well as their connections
18. Printing of Aadhaar letter shall be physically and logically segregated from other networks of PSP.
19. The network for printing Aadhaar letter shall be protected through firewall and rules shall be enabled only on need basis and approval.
20. PSP shall deny communications with (or limit data flow to) known malicious IP addresses (black lists) or limit access only to trusted sites (whitelists).
21. PSP shall ensure that network devices such as firewalls, routers etc. installed in the premise are configured as per Minimum baseline security standards. PSP shall perform configuration review of the network devices on an annual basis.
22. Secure connectivity shall be established between PSP provider and CIDR
23. All systems including desktops, laptops, servers, network devices etc. used for providing services to Aadhaar shall hardened as per the industry best practices such as CIS Benchmarks.
24. PSP shall ensure that latest patches are installed on all the information assets. The patch management process shall be defined and documented by service provider.
25. Anti-virus software shall be installed on all systems used to provide services to AADHAAR. Virus definitions shall be updated on a daily basis from the Anti-virus server and daily scans shall be run on the systems.
26. Security policies such as strong password, password history, password expiry, system login timeout, no admin access, screensaver etc. shall be applied as per UIDAI policy and specifications issued from time to time. Active Directory or similar system shall be used to automatically enforce security policy on all systems.
27. Network, operating system, database, application, configuration reviews and other information security assessment shall be carried out annually and/or during a significant change in the PSP ecosystem by an independent third party and results will be shared with UIDAI;
28. Firewall shall be deployed to block public internet access to the printer
29. All unsecure ports such as telnet, FTP etc. and unwanted network services such as RDP, NetBIOS null sessions etc. shall be disabled on all the systems as applicable.
30. All XML files containing resident identity information (biometric (photo), demographic, Aadhaar number etc.) information shall be encrypted before transferring the data from CIDR to PSP for the purpose of printing Aadhaar Letter. The encryption shall be done using the public key provided by the PSP vendor which should not be less than 2048 bits in length and shall comply with latest UIDAI specifications and policy.
31. The PSP shall delete the XML files containing resident information from all the systems used during printing process once the corresponding Aadhaar letter is printed and dispatched. All invoices raised by the PSP shall be accompanied by a certificate stating that the PSP has permanently deleted from its systems the data pertaining to all residents whose Aadhaar letters have been printed. In no case PSP shall store the resident information in the server/systems for more than 7 days after the dispatch of printed documents.
32. All XML files containing resident identity information (biometric, demographic data, Aadhaar number etc.) shall stay in encrypted format while in storage within PSP systems.
33. Secure Key management process shall be maintained for secure key generation, ownership, distribution, archival, storage and revocation by the PSP vendor to protect the keys throughout their lifecycle. HSM shall be used to manage the secret keys and HSM management shall be done as per OEM recommendation and Industry best practice.
34. End to end security testing of the Aadhaar related applications used by the PSP shall be provisioned by PSP. The testing results shall be shared with UIDAI annually or on need basis.
35. Any changes to the information processing facilities and systems shall be first approved by appropriate authority within PSP and shall be logged. These changes can be:
  - I) Configuration changes
  - II) Change of OS
  - III) Use of new technology



IV) etc.

36. A record of all changes shall be maintained along with the appropriate artefacts
37. The PSP shall get its operations audited by an information systems auditor certified by a recognised body under the Information Technology Act, 2000 and furnish certified audit reports to the Authority, upon request or at time periods specified by the Authority.
38. UIDAI shall reserve right to audit systems and processes of the PSP on an annual basis and /or need basis to ensure compliance with stipulated security policy published time to time, but not limited to this document. The audit plan shall include information security and technical testing controls required to protect UIDAI information assets. UIDAI shall share the findings of the audit with the PSP;
39. If any non-compliance is found as a result of the audit, the PSP shall:
  - a) Determine the causes of the non-compliance;
  - b) Evaluate the need for actions to avoid recurrence of the same;
  - c) Determine and implement corrective action;
  - d) Review the corrective action taken.
40. FPSP and their partners shall ensure compliance to all the relevant laws, rules and regulations, including, but not limited to, Aadhaar Act 2016, Aadhaar Regulations 2016, Information Technology Act 2000 and 2008 amendments and other prevailing laws.
41. The PSP shall ensure compliance to the information security policy of UIDAI.
42. PSP shall remediate critical and high security gaps within 7 days of being reported to UIDAI or within 7 days of being reported by UIDAI and share a compliance report.

**ANNEXURE XI:**

**Certificate under Preference to 'MAKE IN INDIA'**

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

**CERTIFICATE**

In line with the Government of India 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 this Tender No\_\_\_\_\_

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

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

Seal and Signature of Authorized Signatory

**ANNEXURE XII : List of Documents Submitted**

**Date :**

**Bid No.:**

**To**

**The Director (Tech) (Logistics)**

**Unique Identification Authority of India (UIDAI)**

**6<sup>th</sup> Floor, Bangla Sahib Road, Behind Kali Mandir,**

**Gole Market, New Delhi-110001.**

We, the undersigned, declare that:

The following documents listed herein have been submitted –

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

**(Signature)**

**Authorized Signatory**

**Name :**

**Designation :**

\_\_\_\_\_

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

**Place:**

**Date:**

\_\_\_\_\_

**APPENDIX A****I. Specification Of Aadhaar Address Validation Letter**

1. Printing of Aadhaar Address Validation Letter and envelope shall be as per the specifications of design and colour scheme indicated by UIDAI.

a) **Specifications of Aadhaar Address Validation Letter:**

S No	Item	Specifications
1.	Aadhaar Address Validation Letter	The material/paper should be 80 GSM Maplitho paper.  Variable data to be printed on the letter along with Auto Folding.
2.	Dimensions	210mm x 297mm
3.	Colour	4 colour printing
<i>Note: Indicative copy of Aadhaar Address Validation Letter is available at Annexure-V</i>		

b) **Specifications of Aadhaar Address Validation Letter 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>22.6 x 28.4cm open - 10.7 x 24 cm close size</li> <li>4 color with window on 100 GSM Maplitho paper</li> <li>Die cut with Re moisture glue pasting on flap</li> </ul>
2.	Dimensions	To accommodate one Aadhaar Address Validation Letter. Should support automatic insertion/enveloping.
3.	Colour	4 color printing.
<i>Note: Indicative copy of envelope for Aadhaar Address Validation Letter is available at Annexure-VI.</i>		

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

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

The Reason for skipping records shall be specified by UIDAI

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

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

**APPENDIX D**

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

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

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

Ref.....

Bank Guarantee No.....

Date.....

To

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

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Ministry of Electronics & IT, Government of India, (hereinafter referred to as the ‘**Purchaser/UIDAI**’ 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 “**Print Service Provider**” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and permitted assigns), a Contract by issue of Notification of Award No..... dated ..... and the same having been acknowledged by the Print Service Provider, resulting in a Contract, bearing No..... dated.....valued at.....for..... (Scope of Work under the Contract) and the Print Service Provider having agreed to provide a Bank Guarantee for Performance Security 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 UIDAI, immediately on demand, all monies payable by the Print Service Provider to the extent of INR [*amount in figure and words*] (hereinafter referred to as “**Guarantee**”) as aforesaid at, in lumpsum or in partial manner, any time up to [date] without any demur, reservation, context, recourse or protest and/or without any reference to the Print Service Provider if the Print Service Provider shall fail to fulfil or comply with all or any of the terms and conditions contained in the said bidding documents The amount claimed may be due by way of inconvenience caused to or would be caused to or suffered by UIDAI by reason of breach by the Print Service Provider(s) of any of the terms or conditions contained in the said Agreement or by reason of the Print Service Provider(s)’ failure to perform the said Agreement. Any such demand made by UIDAI on the Bank shall be conclusive and binding notwithstanding any difference between UIDAI and the Print Service Provider 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 UIDAI discharges this guarantee.

3. UIDAI shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for performance of the Contract by the Print Service Provider. UIDAI 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 Print Service Provider, 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 UIDAI and the Print Service Provider or any other course or remedy or security available to the UIDAI. The Bank shall not be released of its obligations under these presents by any exercise by UIDAI 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 UIDAI or any other indulgences shown by UIDAI 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 UIDAI 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 Print Service Provider and notwithstanding any security or other guarantee that UIDAI may have in relation to the Print Service Provider's liabilities.
5. This Guarantee shall not be affected or discharged due to any change in the constitution or winding up of the Bank/ Print Service Provider(s).
6. Notwithstanding anything contained hereinabove:
  - (1) Our liability under this guarantee is restricted to Rs. .... (in words & figures).
  - (2) This Bank Guarantee shall remain in force up to and including [date] and shall extend from time to time for such period(s) (not exceeding one year), as may be desired by UIDAI on whose behalf this guarantee has been given; and
  - (3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written demand by you on or before .....

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

## WITNESS

.....  
(Signature)

.....  
(Name)

.....  
(Official Address)

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

Dated.....

.....  
(Signature)

.....  
(Name)

.....  
(Designation with Bank Stamp)

**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 ADDRESS VALIDATION LETTER]” (hereinafter called the said '**RFP**') issued by the Authority.
- B. The Bidder is aware and confirms that the Authority’s business/ operations, application/software, hardware, business data, architecture schematics, designs, storage media, information systems, network, databases and other information / documents made available by the Authority in the RFP documents during the bidding process and thereafter, or otherwise (“**Confidential Information** ”) 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, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

- 1 The **Confidential Information** to be disclosed by the Authority shall include without limitation, any and all information in written, representational, electronic, verbal or other form, whether or not expressly marked as “Confidential”, relating directly or indirectly to inventions, processes, products,



methodologies, algorithms, risk matrices, thresholds, parameters, reports, data, models, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies, operating techniques, source codes, object codes, “know how”, drawings, designs, patents, copyright, trademarks, trade secrets, unpublished records and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.

- 2 Subject to clause 11 of this Agreement, it is hereby agreed by the Bidder that this Agreement shall apply in perpetuity and shall survive the termination of any other contract, agreement, arrangement or understanding entered into by or executed between the Authority and the Bidder.
- 3 Confidential Information does not include information which:
  - a) the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
  - b) information in the public domain as a matter of law;
  - c) is obtained by the Bidder from a third party without any obligation of confidentiality;
  - d) the Bidder is required to disclose by order of a competent court or regulatory authority;
  - e) is released from confidentiality with the written consent of the Authority.

The Bidder shall have the burden of proving that the above mentioned exceptions as mentioned in Clause 3 of this Agreement herein 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 which 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 that 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 the Authority expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

- 5 The Bidder agrees to indemnify the Authority against any and all losses, damages, claims, or expenses incurred or suffered by the Authority as a result of the Bidder's breach of this Agreement.
- 6 Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority. It is understood that it would be impractical for the Authority to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information. Therefore, the Bidder undertakes that it shall be liable for any and all unauthorized access to and disclosure of Confidential Information by any of its employees, agents and / or representatives.
- 7 The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
- 8 The Bidder agrees that upon termination/expiry of this Agreement or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
- 9 Confidential Information shall at all times remain the sole and exclusive property of the Authority. Upon completion of the Tendering process and/or termination of the contract or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of 60 (sixty) days from the date of receipt of notice, or destroyed, if in case it is rendered 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 of such Confidential Information. 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 becomes legally compelled to disclose any Confidential Information, the Bidder shall notify the Authority within 24 (twenty) hours and render its best effort and 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 10 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 12 (twelve) 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 ("**Aadhaar 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:)

RFP For Printing and Dispatch of Aadhaar Address Validation Letter

Name:

Designation: Chief Executive Officer

Date:

Place:

Name:

Designation:

Date:

Place:

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