

INVITATION TO BID

ONLINE REQUEST FOR PROPOSAL FOR SELECTION OF PRINT SERVICE PROVIDER FOR PRINTING AND DISPATCH OF 'AADHAAR INTIMATION/STATUS 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-22017/7/2022-LOG-HQ

Dated: ____.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 Intimation/Status Letters".
- 2. UIDAI has decided to engage reputed and reliable secure printers for "Printing and Dispatch of Aadhaar Intimation/Status Letters". UIDAI intends to on board two (2) print service providers ("PSPs") for printing and delivery of Aadhaar Intimation/Status/Correspondence Letters ("AISL" "Aadhaar Intimation/Status Letters") to residents of India.
- 3. It is estimated that UIDAI would print around **2,02,50,000** letters for Aadhaar Intimation/Status Letters in **three** (**03**) **years** from the date on which the Contract with PSPs 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 PSPs within the limit of tenure of the Contract and for the extended period of the Contract, if any.
- 4. Bidders are advised to study the Tender document carefully. Online submission of Bid shall be deemed to have been done after careful study and examination of the Tender 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 Submission 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 Bid 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. (The procedure of submission of proof of EMD as mentioned in GeM portal shall also be adhered to by the Bidder).

- 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), her husband or his wife 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 for rejection.
- 8. Intending bidders are advised to visit UIDAI website www.uidai.gov.in and GeM portal https://gem.gov.in/ at least 3 (three) days prior to Bid Submission End Date 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 Tender number. After online opening of Technical Proposal the results of their evaluation as well as date of Financial Proposal opening will be intimated. UIDAI has opted for **Reverse Auction (RA)** process as available in GeM portal.
- 11. All levies as prescribed by GeM towards participation/others will have to be borne by the Bidders. The nuances of same is available on the GeM website.
- 12. This 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

- 13. 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/.
- 14. The UIDAI reserves the right to reject any or all the Bids in whole or part without assigning any reasons thereof.
- 15. This "Invitation to Bid" is non-transferable under any circumstances.
- 16. Address for Communication:

"Printing and Dispatch of Aadhaar Intimation/Status Letters"

Director (Logistics & Channel Interface)

Headquarters - Unique Identification Authority of India

RFP For Printing and Dispatch of Aadhaar Intimation/Status Letter $6^{\rm th}$ 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 28th 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. AISL are the letters which are to be sent to residents, intimating their status of Aadhaar due to various reasons as deemed fit by UIDAI or any other similar scenario or correspondence letter as prescribed by UIDAI during the commencement of Contract.
- 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 Intimation/Status Letters". UIDAI intends to on board two (2) print service providers ("**PSPs**") for printing and dispatch of AISL and providing other related services to residents of India ("**the Project**"). Volume of AISL as per estimation will be divided between **PSPs: L1 and L2 (matching L1) bidder in 60:40 ratio.**

SECTION-II

INSTRUCTIONS TO BIDDERS

PART-I: GENERAL:

1. Definitions and Abbreviations

- (a) "The Aadhaar Act, 2016" 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;
- (b) "AADHAAR AADHAAR Number/ UID number" means the 12-digit unique identification number, issued to an individual under sub-section (3) of section 3 of Aadhaar Act, 2016;
- (c) "Aadhaar Related Documents" shall include Aadhaar Letter, Aadhaar Address Validation Letter, Aadhaar Intimation/Status Letters or any other letter/documents weighing upto 50gms, as decided by UIDAI, from time to time;
- (d) "AISL" shall mean "Aadhaar Intimation/Status/correspondence Letter";
- (e) "Authority" shall mean the UIDAI;
- (f) "Bid/ Proposal" means the Technical Proposal and Financial Proposal consisting of the documents as stipulated in this RFP for the services required under the project.
- (g) "**Bid Submission End Date**" means the last date and time of Bid submission as indicated in this RFP of on GeM Portal for the respective Tender.
- (h) "Bidder(s)" shall mean any entity which has submitted a Proposal pursuant to this RFP.
- (i) "CIDR" shall mean Central Identities Data Repository;
- (j) "Confidential Information" 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.

- (k) "**Demographic Information**" 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;
- (1) "**DoP**" shall mean Department of Posts;
- (m)"EID" shall mean Enrolment Identification Number;
- (n) "**EMD**" 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;
- (o) "Financial Proposal/ Bid" shall mean the price bid submitted by Bidder in response to this RFP.
- (p) "Instructions to Bidders" (Section II of the RFP) 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 PSPs.
- (q) "GeM Portal" 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 etendering.
- (r) "GFR, 2017" shall mean General Financial Rules, 2017;
- (s) "GoI" shall mean the Government of India;
- (t) "**PSP/ PSPs**" shall mean the Print Service Provider i.e., the Bidder that has been selected by the Purchaser for execution of the Services;
- (u) "Purchaser" means "Unique Identification Authority of India" (UIDAI) with which the Selected Bidder shall sign the Contract for providing the Services envisaged under this RFP;
- (v) "**Resident**" 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;
- (w) "RFP" means the following request for proposal document issued by UIDAI to the prospective Bidders RFP No. HQ
 of issue] for "Selection of Print Service Provider for Printing and Dispatch of Aadhaar Intimation/Status Letters". 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;

- (x) "Scope of Work" (SoW) means the objectives, the activities, the tasks to be performed and the respective responsibilities of UIDAI and the PSPs under the Project. It also includes the SLA, as is mentioned in detail in Section III of the RFP.
- (y) "Selected Bidder" shall mean the Bidder(s) who signs the Contract with the Purchaser for providing the Services envisaged under this RFP;
- (z) "Services" shall mean and include printing and dispatch of Aadhaar Intimation/Status Letters and other related services therein to UIDAI;
- (aa) "SPOC" shall mean Single Point of Contact;
- (bb) "SLA" shall mean the Service Level Agreement;
- (cc) "Standard Contract/ Contract" 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;
- (dd) **Sub-Contractor**" 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;
- (ee) "Tender" shall have the same meaning as RFP in this tender document.
- (ff) "Technical Proposal/ Technical Bid" shall mean the technical proposal submitted by Bidder in response to this RFP
- (gg) "UID" shall mean Unique Identification number;
- (hh) "UIDAI" means Unique Identification Authority of India.

2. Procedure for Submission of online Bids on GeM Portal

- i) The Bidders are required to be registered in the GeM portal website: https://gem.gov.in/. under the relevant category for participating in this RFP for Printing and Dispatch of Aadhaar Intimation/Status/correspondence Letters..
 - ii) Information useful for submitting online bids on the GeM Portal may be obtained at: https://gem.gov.in/

1. Preparation of bids

- i) The Bidder shall take into account all Clarification(s)/Corrigendum(a)/Amendment(s) etc. published on this Tender before submitting their Bids.
- 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.

- 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 & Custom bid.
- iv) The Bidder shall take into account all this and conditions including norms for participation in the GeM Portal.

2. Submission of bids

- i) Bidder should log into the site well in advance for Bid submission so that they can upload the Bid in time i.e. on or before the Bid Submission End Date. 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.
- 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: https://gem.gov.in/.
- iii) Bidder has to pay the EMD as applicable and enter details of the instrument as per the GeM provisions.
- iv) The original instruments of EMD should be posted/couriered/given in person to the concerned official, so as to reach latest by the Bid Submission End Date or as specified in the GeM Portal/Tender documents.
- 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 Financial Proposal 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.
- vi) Bidder should comply with 'Public Procurement (Preference to Make in India) Order' issued by GoI and submit duly filled Annexure XIII for reference.

3. General	i) All the provisions listed out in this RFP issued by the UIDAI shall be binding upon the participating Bidders of this RFP.		
	ii) UIDAI will select the PSPs, in accordance with the method of selection as detailed in Part-IV of Section-II "Selection Process" and GeM provisions.		
	iii) The detailed scope of the assignment/job has been described in the Scope of Works in Section III of this RFP.		
	iv) Interested Bidders are invited to upload the documents for Pre-Qualification and Financial Proposal, strictly as per Part IV of Section II – "Instructions on Bid Preparation and Document Checklist".		
	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.		
	vi) An 'Integrity Pact' will also be executed as prescribed by UIDAI/GoI where necessary.		
3.1 Only one Bid	A Bidder shall upload only one Bid. If a Bidder submits or participates in more than one Bid, all such Bids shall be disqualified.		
3.2 Bid Validity	The Bid must remain valid for minimum 180 days after the Bid Submission End Date. This UIDAI may extend the bid validity for administrative requirements at its discretion.		
3.3 Consortium	Bids received from consortiums or joint ventures 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, with the prior written approval of Purchaser.		
3.4 Tenure of Contract	i) The tenure of the Contract shall be as specified in 'Data Sheet' at Part-II of Section-II.		
	ii) Extension of the Contract: The Contract may be extended as specified in 'Data Sheet' at Part-II of Section-II.		
	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 Special Conditions of Contract (SCC).		
4. Clarification and Amendment of RFP Document	 i. Bidders may request a clarification on the RFP document up to the number of days indicated in GeM portal under the relevant Tender, before the Bid Submission End Date. Any request for clarification must be sent by standard electronic means to UIDAI as indicated in Data Sheet (Part-II, Section II). ii. At any time, before the submission of Bids, UIDAI may amend the RFP by issuing 		

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	an Addendum/Corrigendum/Clarification in writ	ing or by standard electronic means
	on UIDAI Website/GeM Portal. The Addendur	n/Corrigendum/Clarification issued
	shall be binding on all the Bidders.	

5. Preparation of Bid

- i) The preparation of the Bid as well as all related correspondence exchanged by the Bidders and UIDAI shall be in English.
- 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 Services under the Project. The Financial Bid shall not include any conditions attached to it. Any such conditional Financial Bid shall be summarily rejected.

6. Taxes

- 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.
- ii) Bidders shall provide the price of their Services in Indian Rupees and up to two decimal places only (for example: Rs 00.00).
- 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 after submission of Bid by the Bidder, the same shall be passed on to the Purchaser or PSPs respectively. The Bidder shall provide the cost of the Services and all applicable taxes separately as per the format provided in this RFP or on the GeM Portal.

7. Earnest Money Deposit (EMD)

- 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 or any other form as allowed on GeM.
- 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 Bid Submission End Date. 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.
- iii) The Micro and Small Enterprises (MSE) as defined in MSE Procurement Policy of Department of Micro, Small and Medium Enterprises or who are registered with the Central Purchase Organisation, or with the Ministry of Electronics and Information Technology (MeitY), or Startups as recognized by Department of Industrial Policy & Promotion (DIPP) are exempted from submission of EMD. Such Bidders must furnish a valid certificate along with Bid security declaration form duly signed and stamped by the authorized person.

- iv) Bids not accompanied by EMD shall be rejected as non-responsive.
- v) No interest shall be payable by UIDAI on the sum deposited as EMD.
- 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 Selected Bidder.
- 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.
- viii) Non-compliance of the clauses mentioned herein, by the Selected Bidder shall constitute sufficient grounds for the annulment of award. UIDAI through a written notice to the other Party, may declare the Contract to be null and void.

7.1 Forfeiture of EMD

The entire EMD shall be forfeited by UIDAI in the following events:

- i) If the Bidder withdraws its Bid during the Bid validity period or any extension agreed by the Bidder thereof.
- 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.
- iii) If the Bidder tries to influence the evaluation process.
- iv) If the Selected Bidder chooses to withdraw the Bid before the finalization process i.e., fails to execute the Contract or fails to furnish the Performance Security within the specified time limit as per the terms and conditions of this RFP.
- v) During the Bid process, if a Bidder indulges in any act as would jeopardize, influence or unnecessarily delay the process of bid evaluation and finalization.
- vi) If the Bidder corresponds with UIDAI for disclosure of unauthorized proceeds of the bid evaluation as prescribed in GFR.

The decision of the UIDAI regarding forfeiture of EMD shall be final and binding on the Bidders & shall not be called upon in question under any circumstances.

8. Tender Fees

Tender Fee is waived off as per GFR, 2017 guidelines.

9. Performance Security/Perfor mance Bank Guarantee

- i) The Selected Bidder shall be required to furnish a performance security of 3% (three percent) of the assessed Project value of the Contract ("**Performance Security**") 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 post expiry of Contract tenure.
- ii) The PSP shall have to submit an additional Performance Security of 3% (three percent) of the cost of the additional volume of work allocated under the Project, in case such allocation is required.
- iii) The Performance Security shall be submitted by the Selected Bidder within 15 (fifteen) days of the notification of the award of Contract but before the signing of the Contract. UIDAI is at discretion to verify the instrument from the issuing authority.
- iv) The Selected 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.
- 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.

- 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.
- 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.
- viii) On submission of this Performance Security and further after signing of the Contract, the FDR/ Bank Guarantee submitted towards EMD, would be returned in original to the Selected Bidder.

10. Submission,Receipt andOpening of Bids

- 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. Only one authorized representative will be assigned and he/she will be required to sign on all the documents as prescribed and the appended signature will be considered for the legal tenability for subsequent references.
- ii) Bids shall be submitted online only at GeM portal: https://gem.gov.in/, not later than Bid Submission End Date indicated in the GeM portal under the relevant Tender number, or any extension to this date by UIDAI. Any Bid or physical submission documents as specified received by UIDAI after the deadline for submission shall not be considered.
- iii) Bidder should comply with 'Public Procurement (Preference to Make in India) Order' issued by GoI and submit duly filled Annexure XIII for reference.

11. Right to Accept/ Reject the Bid

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, wrong filing of data on GeM portal may also result in rejection of Bid. Ambiguity of filed data between uploaded document and GeM portal may also result in rejection of Bid.

12. Public Opening and Evaluation of Financial Bids

- i) Financial Bids shall be opened on the date & time specified in GeM portal
- 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.
- iii) Award of Contract to the qualified Bidder will be done as per the process defined in GeM portal.

13. Disqualification

- 1. UIDAI has the sole discretion to disqualify any Bidder and at any time during the evaluation of the Bid, if the Bidder has:
 - i) Submitted the Bid after Bid Submission End Date:
 - ii) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements in the Bid;
 - 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.

PSP.

15. Termination

of Contract

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

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.

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PART-II: DATA SHEET:

Paragraph Reference	Details
3. iv	Name and Details of UIDAI:
	The Chief Executive Officer,
	Headquarters - Unique Identification Authority of India
	9 th Floor, Bangla Sahib Road,
	Behind Kali Mandir, Gole Market
	New Delhi – 110 001
3. iv	The Bid submission address is:
	"Printing and Dispatch of Aadhaar Intimation/Status Letter"
	Director (Logistics & Channel Interface)
	6 th Floor, Headquarters - Unique Identification Authority of India Bangla Sahib Road,
	Behind Kali Mandir, Gole Market
	New Delhi – 110 001
	New Dellii - 110 001
	(The hard copy of original instruments in respect of Tender document, EMD must be delivered to the above address)
3.2	Bids must remain valid for 180 (one hundred and eighty) days after the Bid Submission End Date.
3.4(i)	Tenure of Contract:
	The Contract shall be in force for 03 (Three) years from the date of signing of the Contract with Selected Bidder/ PSP. 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.
3. 4 (ii)	Extension of Contract:
	With reference to the Clause 3.4(i) above, the Contract, post the period of 03 (three) years may be extended further by UIDAI for 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.
4.	Clarifications may be requested, not later than 3 (three) days , post the Prebid meeting. Clarifications may be e-mailed (only) to the following address:

	<u>letter@uidai.net.in</u>
	(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-Please refer GeM portal)
	(The Clarifications shall be given on GeM portal only)
	All such clarification e-mail must have the subject as:
	"Pre Bid queries: FOR PRINTING AND DISPATCH OF AADHAAR INTIMATION/STATUS LETTERS".
7.	Amount of EMD is Rs 12.15 Lakh only (Rupees Twelve Lakh Fifteen thousand only)
8.	Tender fee is not applicable as per GFR, 2017
9.	Performance Security will be 3% (three percent) of the Contract value for each Selected Bidder.

PART-III: ELIGIBILITY CRITERIA

Evaluation of Pre-Qualification Criteria ("**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 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	

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	Trinting and Disputer of Addition members of Status Letter	114 22017/7/2022 200 114
4	E-mail address	
5	Name and designation of the person authorized to make commitments to UIDAI (Certificate of Authority / Power of Authority to be provided)	
6	Year of establishment of firm/company	
7	Other financial activities of the firm/ company	

S.	Pre-Qualification Criteria	Supporting	Compliance	Detailed
No.		Documents	(Yes/No)	Remarks
1	Firm registered in India under the Companies Act, 1956/Companies Act, 2013/ duly Registered Company/firm	Certificate of Incorporation/ Registration in the name of the Bidder along with: (1) Details of Board of Director/ Trustees/ Managing Director/ CEO/ Partners 2. PAN Card of the company registered in India; 3. GST certificate of the registered company; 4. Board Resolution and placed on affidavit the authorized person to sign all bid documents 5. Board resolution authorizing the authorised person to	(Tes/NO)	Kemarks

S.	Pre-Qualification Criteria Supporting		Compliance	Detailed
No.		Documents	(Yes/No)	Remarks
		on behalf of the		
		Company;		
		6. Any other supporting		
		document, as		
		required		
		1004		
		And/Or		
		1. Certificate of		
		registration of		
		the Firm;		
		2. Details and		
		address of the		
		Partners;		
		3. PAN Card of the		
		company registered in		
		registered in India;		
		4. GST certificate		
		of the registered		
		company;		
		5. Power of		
		Attorney or		
		Partnership		
		resolution,		
		authorizing the		
		Authorised		
		Person to		
		execute the Contract on		
		behalf of the said		
		firm;		
		6. Any other		
		supporting		
		document, as		
		required		

S.	Pre-Qualification Criteria	Supporting	Compliance	Detailed
No.	110 Quantitation 01100110	Documents	(Yes/No)	Remarks
110.		Documents	(103/140)	Kemarks
2	Average annual turnover of at least Rs 3 Cr (Rupees Three Crore only) from the variable data printing from print service operations within India only, during the previous 3 (three) financial years (2019-20, 2020-2021 & 2021-22)	Certified copies of audited financial statements & annual report for the immediately preceding 3 (three) financial years i.e., (2019-20, 2020-21 & 2021-22) from revenues related to printing, duly certified by Chartered Accountant		
3	Should have filed income tax returns for the 3 (three) financial years, (2019-20, 2020-21 & 2021-22)	Certified copies of the ITRs filed by the entity for the preceding 3 (three) financial years i.e., (2019-20, 2020-21 & 2021-22), 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.	whole-time Company Secretary or authorized representative of the		

	For Printing and Dispatch of Aadhaar Intimation/			.7/7/2022-LOG-
S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
5	Should have an 'installed capacity' of not less than 2,00,000 (Two Lakh) per day in printing, enveloping and handling of similar letters and delivery at the designated point(s).	Copy of Experience Certificates and capability shown as per Annexure VIII		
6	The Bidder must have successfully "completed" OR "completed part of the ongoing" variable data printing projects 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 3.50 Cr (INR Three Crore Fifty Lakh) Or (b) 2 (Two) projects costing not less than Rs 2.00 Cr (INR Two Crore) each Or (c) 3 (Three) projects costing not less than Rs 1.80 Crore (INR One crore Eighty lakh) each.	"Satisfactory Work Completion "Certificate(s) with 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 a valid commercial license issued to him, for undertaking digital franking, by the Department of Posts and shall have capability to print in atleast 6 (six) regional languages.	Copy of Valid License & 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		3	
	free space required 500 (five-hundred) sq. meters)			
	Space connectivity (by road, rail and air)		2	
	Physical security etc		5	
	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.			
1.2	Quality of Machines (How to meet the required output per day with working sheet) – 15 Marks (Specified format provided in Annexure VIII)	15		
	Automation		3	
	Computerization		3	
	Production in volumes		6	

S. No.	Criteria	Max. Score	Marks	Documents submitted
NO.		Score		Submitted
	Integration of processes		3	
1.3	Quality/experience of Technical Personnel	10		
	(preferably more than 3 (three) years			
	experience)– 10 Marks (Annexure IX)			
	(i) Project Manager		2	
	(ii) IT Team		2	
	(iii) Operation Team		2	
	(iv) Information Security Expert/Personnel		2	
	(v) Data Privacy Expert/Personnel		2	
2	Past experience of the Firm	35		
2.1	Average Annual Turnover from the variable data printing operations within India only, during the previous 3 (three) financial years (2019-20, 2020-21 and 2021-22): (Annexure XI)	15		
	(i) Greater than Equal to Rupees Three Crore but Less than Rupees Five Crore		10	
	(ii) Greater than Equal to Rupees Five Crore but Less than Rupees Ten Crore.		12	
	(iii) Greater than Rupees Ten 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 X)	5		
	(i) Greater than Equal to Rupees One Crore Eighty Lakh but Less than Rupees Two Crore.		2	

S. No.	Criteria	Max. Score	Marks	Documents submitted
110.		Score		Submitted
	(ii) Greater than Equal to Rupees Two Crore		3	
	but Less than Rupees Three Crore Fifty			
	Lakh.			
	(iii) Greater than Equal to Rupees Three		5	
	Crore Fifty Lakhs.			
2.3	Number of successfully "completed" OR	10		
	"completed part of the ongoing" variable			
	data printing projects (Value >=Rs 1.80 Cr)			
	during last 5 (five) years awarded by			
	Government/PSUs/Autonomous			
	bodies/Banks as on 31.03.2022:			
	1 – 3		5	
	4-7		8	
	> 7		10	
2.4	1 (one) or more ongoing contracts in which	5	5	
	letters are dispatched through DoP as			
	franked articles and/or Speed post service –			
	5 marks			
3	Presentation for Proposed Methodology	30		
3.1	Printing Solution and article tracking		10	
	capability			
3.2	Quality of proposed MIS		05	
3.3	Physical and Data Security		05	
3.4	Innovation and features beyond proposed		10	
	requirements			
		100		

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

Bidder(s) should submit 10 (ten) Samples of Aadhaar Intimation/Status/Correspondence Letters with envelope as per specifications in RFP. UIDAI reserves the right to get it checked

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RFP For Printing and Dispatch of Aadhaar Intimation/Status Letter

S. No.	Criteria					Max. Score		Marks	Docu subm	ments itted	
	Government lification.	testing	labs.	Any	deviations	from	spec	ifications	may	result	in
aisqua											

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.

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, will 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 TQB will be treated as the "**Discovered Rate**" as provisioned in GeM portal after conclusion of **Reverse Auction** (**RA**) process available on GeM Portal.
- 3. Once the L1 bidder is identified, the Bidder at L2 will be given first rights to match the L1 rate in order to receive an order for carrying out the Services.
- 4. In case, L2 is unable to match the rate quoted by L1, the option shall be passed to L3, this process will be repeated moving from L3 to L4 and so on, till two most successful Bidders emerge, each offering the Services at the discovered rate.

- 5. In the interest of time, the Bidders from L2 to the highest will be asked to match the Discovered Rate simultaneously, as per **Annexure IV** or express inability to do so as per **Annexure V** of **Section V** of this RFP.
- 6. In case only 1 (one) Bidder qualifies after the technical evaluation, UIDAI will have right to select the single qualified Bidder or cancel the RFP. In case UIDAI decides to continue with single qualified Bidder, the entire volume may be allocated to the single qualified Bidder for the Contract period.
- 7. The UIDAI reserves the right to call for a re-tender, in case of cancellation of prevailing Tender.
- 8. Bidder(s) need to provide their Financial Bid as per the format provided in the RFP or provided on the GeM Portal as the case may be. Financial evaluation shall be conducted on the basis of the unit rate quoted by the respective Bidder(s).

1. FINANCIAL BID FORMS

- 1. The Bidder(s) shall quote the **cost of 'Printing and Dispatch of Aadhaar Intimation/Status**Letter' for providing Services as per the Scope of Works given in Section III which shall exclude all the statutory taxes, levies, duties etc. The per unit cost and Total cost of 'Printing and Dispatch of Aadhaar Intimation/Status Letter' quoted shall be inclusive of all costs for providing other additional services specified in the Scope of Works. 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 XIV Earnest Money Deposit	
2.	Technical Evaluation Criteria	Signed and scanned copy of List and Supporting Documents	

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		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

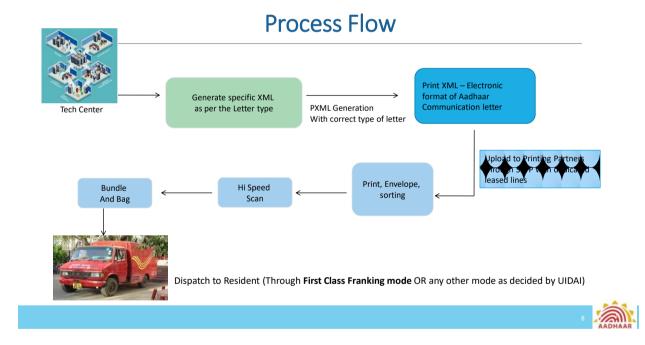
PART-I: DESCRIPTION OF SERVICES

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 AISL as per the requirements detailed in this section.

UIDAI estimates to print approximately **2.025** Crore AISL during a period of 3 (**three**) **years**. Bidder(s) must remain aware of the fact that the actual requirement for printing the AISL may vary.

The PSP is expected to have the ability to ramp up upto 4 times 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,	Plot No.1, Sector M2, IMT, Manesar, Gurgaon,				
Tata Nagar Entrance, Kodigehalli, Bangalore –	Haryana – 122050				
560092					

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 may be amended from time to time) 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 may be amended from time to time). 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 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 AISL.

The PSP is required to sort the received data Hub-wise and pincode-wise. This is to ensure grouping together of all the AISL meant for delivery to one Hub/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 AISL. The PSP shall be allotted a series of such codes/barcodes separately. The PSP is to ensure the uniqueness of AISL barcode. Any non-unique relationships shall be treated as duplicate printing, unless otherwise specified/communicated/agreed by UIDAI.

PRINTING OF AISL

The AISL 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 AISL 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 AISL 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 AISL may be made through below mentioned mode as prescribed by UIDAI:

- 1. First Class Franking 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 'First Class Franking 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 First Class Franking (Ordinary Post) service of DoP.

FIRST CLASS FRANKED MAIL

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

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

Franking machines are to be pre-loaded with funds by the Department of Posts. For issuance of funds to the Department of Posts, the Service Provider is to intimate UIDAI (by email/letter) 15 working days in advance and is to ensure avoidance of stoppages in franking/dispatch process. The Service Provider will sort and bundle and bag the letters on Hub/Pincode basis after Digital Franking of the printed AISL. The bundled and bagged AISL will be presented by Service Provider for dispatch to the Department of Posts.

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

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

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

PRIVATE COURIER SERVICE

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

The pin-code/ hub-wise grouped letters will be bundled and bagged together and presented by the PSP for dispatch to the UIDAI approved courier service provider.

Letters printed for delivery at particular pincode needs to include a 'Dispatch Manifest', in three copies, which records the unique document tracking barcode printed on AISL. This manifest also serves as a reference list for acknowledging the dispatch receipts of AISL. 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 AISL 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 AISL to the courier service provider by the PSP for dispatch will be receipt of signed / acknowledged 'Dispatch Manifest' from the courier service provider.

The proof of booking and dispatch of AISL shall be the upload of booking information on the 'Booking Portal' of the courier service provider thereby indicating that the AISLs have been received by the courier service provider for delivery. If any AISL 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 AISL to the delivery partner. Capability to track every single AISL 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 and comply 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 liquidated damage clauses on non-adherence to any of them.

One time Commencement of Service

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

2. Operational SLA

Measurement unit : Per Aadhaar Intimation/Status Letter
 Reporting unit : Per Aadhaar Intimation/Status Letter

3. SLA review period : 3 Months (Quarterly)

4. Penalty imposition method : Slab based

5. Formula for Calculating SLA: Value of Penalty applicable = No. of deficit documents* X Discovered printing price per document X SLA Penalty slab

KEY PERFORMANCE INDICATOR:

1. UIDAI needs the Service Provider to handover daily printing output of Aadhaar Intimation/Status Letters for the selected Service Providers to the delivery partner per day; as such the Service Provider shall be required to give a minimum Quarterly output calculated on the basis of 25 working days per month (Minimum daily output X 75 days), as under:

TABLE-1

SNo.	Activity	Benchmark
1.0	Electronic data download, printing, enveloping, bagging and handover of daily printing output of Aadhaar Intimation/Status letters to the delivery partner.	Minimum Quarterly output: 1. L1 – 10,12,500 2. L2 – 6,75,000

2. Penalty for variation from benchmark:

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

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

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

TABLE 2

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

3. Critical Errors:

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

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

Penalties for Critical Errors:

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

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

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

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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 at its discretion only.

SECTION-IV

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

PART-I

1. GENERAL CONDITIONS OF CONTRACT

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (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, availing the Services under this Contract;
- (c) "Contract/Agreement" means the agreement entered into between the Purchaser and the PSP, for printing and delivery of Aadhaar Intimation/Status 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:
- (d) "GCC" means these General Conditions of the Contract (**Part-I** of Section IV);
- (e) "Contract Price" means the price to be paid for the performance of the Services for total estimated volume.
- (f) "Effective Date" means the date on which this Contract comes

into force and effect pursuant to Clause 2.1 of GCC;

- (g) "Government" means the Government of India;
- (h) "Print Service Provider" means any private or public entity that will provide the Services to the Purchaser under the Contract. The PSP is the entity, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement;
- (i) "Party" means the Purchaser or the PSP, as the case may be, and "Parties" means both of them;
- (j) "Personnel" means persons hired by the PSP and assigned to the performance of the Services or any part thereof;
- (k) "SCC" means the Special Conditions of Contract (**Part-II of Section IV**) by which the GCC may be amended or supplemented;
- (l) "Services" means the work to be performed by the PSP pursuant to this Contract, as described in **Scope of Work at Section-III** of RFP hereto;
- (m)"Bidder" means the entity bidding for the Services under the Contract;
- (n) "Resident" means resident of India;
- (o) "UIDAI" means Unique Identification Authority of India;
- (p) "AISL" means Aadhaar Intimation/Status Letters;
- (q) "PSP" means the Print Service Provider;
- (r) "In writing" means communication in written form with proof of receipt;
- (s) "Contract Value" means allocated volume of the contract multiplied by discovered rate including applicable taxes.

1.2 Relationship Between the Parties

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.

1.3 Law Governing Contract	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 may be amended from time to time) and the regulations framed there under,. Notwithstanding anything contained therein, if the PSP contravenes any provisions of the Aadhaar Act, 2016 (as may be amended from time to time) 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
1.4 Language	to, the penalties/provisions provided in this RFP/contract. 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.
1.5 Notices	 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 <u>SCC</u>. b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the <u>SCC</u>.
1.6 Location	Location will be as specified by UIDAI to Selected Bidder
1.7 Authorized Representatives	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 <u>SCC.</u>
1.8 Taxes and Duties	(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.
	(b) Bidders shall clearly mention GST in quoted rate as per Packet in Financial Bid.
	(c) The Bidder may be subject to taxes, such as, but not limited to GST, service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. The quoted cost in the Financial Bid shall be exclusive of all such taxes. Such taxes

shall be quoted separately.

(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.

1.9 Fraud and Corruption

1.9.1 Definitions

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:

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

If it is established at any time to the satisfaction of the Purchaser that the above mentioned declaration is in any way incorrect and the 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.

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 Purchaser defines, for the purpose of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;

- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser;
- (iii) "collusive practices" mean a scheme or an arrangement between two or more Bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;
- (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;
- (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;
- (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.

1.9.2 Measures to be taken by the Purchaser

- (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, unfair trade or undesirable Practice 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;
- (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, coercive, unfair trade or undesirable practices in competing for, or in executing, a Purchaser-financed contract.

1.9.3 Commissions and Fees

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.

1.9.4 Interpretation

In this Contract unless a contrary intention is evident:

- a. the clause headings are for convenient reference only and do not form part of this Contract;
- b) unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;
- 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;
- d) a word in the singular includes the plural and a word in the plural includes the singular
- e) a word importing a gender includes any other gender;
- f) a reference to a person includes a partnership and a body corporate;
- g) a reference to legislation includes legislation repealing, replacing or amending that legislation;
- 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;
- 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 Tender documents, the terms of this Contract herein shall prevail.

2.1 Effectiveness of Contract	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 SCC. The date, the Contract comes into effect is defined as the Effective Date.		
2.2 Commencement of Services	The PSP shall begin carrying out the Services within 30 (thirty) days from the Effective Date specified in the SCC . In the event the PSP fails to commence Services within 60 (Sixty) days from the Effective Date, the Purchaser has the right toterminate the Contract and encash the Performance Guarantee.		
2.3 Expiration of Contract	Unless terminated earlier pursuant to Clause 2.2 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 SCC . The Contract may be extended by a period of 1 (one) year with mutual consent of both the parties.		
2.4 Entire Agreement	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.		
2.5 Modifications or Variations	 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. b) In cases of substantial modifications or variations, required by the PSP, the prior written consent of the Purchaser is required. 		
2.6 Force Majeure	· · · · · · · · · · · · · · · · · · ·		

2.6.1 Definition

- 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 pandemic situation causing lockdown by the order of the concerned Government 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.
- (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.
- c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.6.2 No Breach of Contract

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.

2.6.3 Measures to be Taken

- (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.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case

not later than 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.

- (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.
- 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:
 - (i) immobilize,; or
 - (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.
- 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 GCC.

2.7 Suspension

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.

2.8 Termination

2.8.1 Termination

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 **GC 2.8.1**.

- (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
 - ii. If the PSP fails to perform any other obligation(s) under the Contract."
- (b) If the PSP becomes insolvent or goes into liquidation or receivership whether compulsory or voluntary or enters into any compromise with its creditors.
- € If the PSP, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the PSP is unable to perform a material portion of the Services for a period of not less than 60 (sixty) day€(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.
- (f) If the PSP places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.
- (g) If the PSP fails to provide the quality Services as envisaged under this Contract to the satisfaction of Purchaser. 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 one chance to the PSP to improve the quality of the Services.

- (h) If the PSP has been blacklisted by the UIDAI or disqualified for any reason.
- (i) If the PSP to fulfill its obligations under Clause 3 of GCC hereof.
- (j) If the PSP fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 of GCC 8 hereof.
- (k) In the event the PSP is found to have:
 - (i) Sub-contracted the work/Services
 - (ii) Provided incorrect information to UIDAI.
 - (iii) Not co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.
- (l) If the PSP discloses any confidential information during its engagement with UIDAI to any third party, UIDAI may terminate this Contract, forthwith.
- (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.
- (n) If the penalty to be levied on PSP, exceeds 10% of the Contract value for 3 (three) consecutive months.

2.8.2 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses 2.2 of **GCC or 2.8 of GCC** hereof, or upon expiration of this Contract pursuant to Clause 2.4 of **GCC** hereof, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration of the Contract;
- (ii) the obligation of confidentiality set forth in Clause 3.4 of **GCC** hereof;
- (iii) the PSP's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 3.6 GCC hereof; and
- (iv) any right which a Party may have under the Law.

2.8.3 Cessation of Services

Upon termination of this Contract pursuant to Clauses 2.8.1 of **GCC** or **2.8.2 of GCC** 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 **GCC** hereof.

2.8.4 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.8.1 of **GCC**, the PSP shall be entitled /not entitled to payments as per the following:

- (a) If the Contract is terminated pursuant to Clause **2.8.1** (d), (g), **k(i)** to **k(iii)** of GCC and remuneration pursuant to Clause 6.3 of GCC hereof for Services satisfactorily performed prior to the effective date of termination;
- (b) If the Contract is terminated pursuant to Clause 2.8.1 (a) to (c), (e), (f), (h), (j), (m) and (n) of GCC, 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

	provisions of Clause 9 of GCC of this Contract. The PSP will be required to pay any such liquidated damages to Purchaser within 30 (thirty) days of termination date, incase the amount exceeds beyond the Performance Security amount
2.8.5 Disputes about Events of Termination:	In case of dispute pursuant to an event specified in Clause 2.8.1 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 GCC 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.
2.9 Extension of Contract	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 of the Parties.
2.10 Termination of Contract for Failure to Become Effective	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. The Purchaser in such event may restart the tender process.
2.11 Options Clause	The Purchaser can exercise an option to procure an additional quantity not exceeding 40% of the original contracted quantity on the same terms and conditions. This option will be applicable within the currency of the Contract or any extension thereof of the Contract under clause 2.9 of GCC. The bidder is to confirm the acceptance of this clause. It will be entirely at the discretion of the purchaser to exercise this option.

3. OBLIGATIONS OF THE PSP

	The PSP shall perform the Services and carry out their obligations
3.1. Standard of	hereunder with all due diligence, efficiency, in accordance
Performance	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.
3.2 PSP Not to Benefit	The payment due to the PSP pursuant to Clause 6 of GCC shall
from Rebate	constitute the PSP's only payment in connection with this Contract
Commissions,	or the Services. The PSP shall not accept for their own benefit or in
Discounts, etc.	due course of business any sum whether statutory or commercial or
Discounts, etc.	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.
	The PSP and their Personnel shall not engage, either directly or
3.3 Prohibition of	indirectly, in any business or professional activities which would
Conflicting Activities	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.
2.4.Com ====1	"Except with the prior written consent of the Purchaser, the PSP and
3.4 General	its personnel shall not at any time communicate to any person or
Confidentiality	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.
	The PSP should comply with the Aadhaar Act, 2016 (as amended

from time to time); Information 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."

2.5.	The PSP (a) shall take and maintain insurance, at all times, against
3.5 Insurance to be	risks and coverage at their own cost but on terms and conditions
Taken Out by the PSP	approved by the Purchaser, as specified in the SCC; 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.
	(a) The PSP shall:
3.6 Accounting,	(i) keep accurate and systematic accounts and records in respect
Inspection and	of the Services hereunder, in accordance with internationally
Auditing	accepted accounting principles and in such form and detail as
	will clearly identify all relevant time changes and costs, and
	the bases thereof, and
	, and the second
	(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.
	(b) The Dunch completel house the might to community in an action shoots
	(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.
	(c) The Purchaser shall have the right to carry out scheduled/ unscheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the PSP.(d) If a third party audit is conducted at the instance of PSP, the cost of audit will be borne by the PSP.
	The PSP shall not be permitted to sub-contract any part of its
3.7 Sub- contracting	obligations, duties, or responsibilities under this Contract.
3.8 Reporting	The PSP shall submit to the Purchaser the reports and
Obligations	documents specified in Appendix C hereto, in the form, in the
g	numbers and within the time periods set forth in the said
	Appendix C.
3.9 Rights of Use	All rights of use of any process, product, service, or data
on inghis of one	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.
	<u> </u>

3.10 Safety & Security of Data, Premises, Location/ site

- (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.
- (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.
- (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.
- (d) The PSP shall follow the Security Guidelines issued by UIDAI.
- (e) Data Retention period shall be defined and reviewed for adequacy at least every 3 (three) months jointly by the Purchaser and the PSP.
- (f) Certificate of 'Data deletion' to be provided by the PSP, at the time of raising periodic bills.
- (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.
- (h) The Purchaser reserves the right to carry out third party Audits of the PSP, to ensure compliance of stated and implicit requirements.
- (i) The rogue behavior of the employees of PSP shall fall under the 'Unlimited liability' to the PSP.
- (j) The PSP shall at all times be governed by the provisions of the Aadhaar Act, 2016 (as may be amended from time to time) and the regulations framed thereunder.

3.11 Equipment &

Equipment or materials brought into India by the PSP and the

Materials Provided by the PSP	Personnel and used either for the Project or personal use shall remain the property of the PSP or the Personnel concerned, as applicable.
3.12 Intellectual Property Rights (IPR)	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.
3.13 Assignment	The PSP shall not assign, in whole or in part, any of their obligations under this Contract.

4. PSP's Personnel

4.1 General	The PSP shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.
4.2 Project Manager	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

5.1 Assistance	Unless otherwise specified in the SCC, the Purchaser shall use its best efforts to ensure that the Government shall:
and exemptions	
	(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.
	(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.
5.2 Change in the applicable Law	a) The PSP and their Personnel shall pay taxes, duties, fees, and other impositions levied under the Applicable Laws of India.
Related to Taxes and Duties	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

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

6. PAYMENTS TO THE PSP

(1 D	(a) 'C	Contract Price' c	an be defined	as the pri	ce to be pai	d for the	
6.1 Payment	pe	performance of the Services for total estimated volume divided among					
for Services	tw	two Service Providers in the ratio of 60:40 as Purchaser intends to					
	for delivering th	ne Services					
	(b) In	(b) In case of First Class Franking, dockets should be compiled and					
	submitted to UIDAI					•	
	(c) In	case any letter	sent via Spee	ed Post Serv	vice of DoP,	proof of	
	de	livery should be 1	provided by PS	P.		-	
(d) The amount payable shall be finalized after taking into account to the control of the contro				count the			
	Penalties and Exemptions, if any applicable.						
		s per clause 3.2	•		idder have to	pass on	
		commissions, discount, rebate i.e. statutory, commercial or any other					
		form, if received on account of the Contract, i.e printing, franking,					
		pincode wise sorting etc. Hence, invoice shall be raised accordingly as					
	per the 'final billing price.' The sample calculation for final billing						
	-	price is given as under:					
	Sno. Description Calculation Addition Deduction Value				Value		
	1.	Discovered	-			Rs 100	
		rate					
	(indicative)						
	2.	GST@18%	100 x1.18	18	_	Rs 118	

	3.	3% Franking	100 x 0.03	3	-	Rs 121
		charge on				
		Discovered				
		Rate				
	4.	GST@18%	3 x 1.18	0.54		Rs
	4.		3 X 1.16	0.54	_	121.54
		on 3%				121.34
		Franking				
		charge				
		payable to				
		PSP				
	5.	*3% rebate	5 x 0.03	-	0.15	Rs
		on franking				121.39
		value (Rs 5)				
		from DoP				
	6.	*2% rebate	5 x 0.02	-	0.10	Rs
		for Pincode-				121.29
		wise sorting				Final
		on franking				Billing
		rate (Rs 5)				Price
		from DoP				
	(f) *T	The variation in	Franking rate of	or rebate per	centages on	account of
	fr	anking and sortin	g activities will	be adhered	from time to	time.
	(g) Fi	(g) Final billing price will be used for billing and invoicing purpose.				
				_		-
	(h) The Purchaser shall make the payment within 45 days of receiving the					
	invoice from the PSP, subject to reconciliation process of Delivered					
	and not delivered Letters/articles.					
	All pa	yments shall be r	nade in Indian	National Ru	pees (INR).	
6.2Currency of	1	Ĭ			, ,	
Payment	TOTAL CONTRACT OF THE PARTY OF	•	0.1 0	1 11 1		
6.3 Terms of	_	ayments in respec				
Payment		he PSP shall subr				
	per agreed terms on one 'Calendar month basis'. The payment shall					
	be released as per the work related milestones achieved" as PSP					
	should submit invoices for 'Printing and Dispatch of AISL' as per the					
	Contract/RFP.					
	(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 MSIP.					
	(c) All payments under this Contract shall be made to the accounts of the					
	PSP specified in the SCC.					
	(d) In the event of any wrong payment to PSP, the difference shall be					
	adjusted in the subsequent payments.					

	(e) In case of early termination of the Contract, the payment shall			
	be made to the PSP as mentioned here with:			
	(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.(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.			

7. GOOD FAITH

7.1 Good Faith	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.
7.2 Operation of the Contract	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 tenure 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 GCC hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	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.
8.2 Arbitration and Dispute	(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, and could not be resolved

Resolution

amicably under GCC 8.1, the Parties agree to submit such dispute to arbitration as per the Arbitration & Conciliation Act, 1996 (as amended) which is to be decided by a sole arbitrator. The sole arbitrator shall be appointed by the Parties mutually.

- (b) The arbitration proceedings shall be held at New Delhi, India and language used in these proceedings shall be English.
- (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.
- (d) Continuance of the Contract: Notwithstanding the fact that 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.
- (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).
- (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.
- (h) All fees for pertaining to arbitration proceedings shall be borne by the Parties equally.
- (i) All other costs incurred by the Parties shall be borne by the respective Parties.

8.3 Miscellaneous Provisions

- (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.
- (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.
- (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.
- (d) All claims regarding indemnity shall survive the termination or

expiry of the Contract.

9. LIQUIDATED DAMAGES

9.1 Definition	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.		
9.2 Limitation	The PSP is liable to the Purchaser for payment of penalty as specified in the SLA. The overall liquidated damages shall be maximum of 10% (ten percent) of the contract value.		

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)

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

1.7	The Authorized Representatives are:					
	For the Purchaser: Director (Logistics & Channel Interface)					
	Headquarters - Unique Identification Authority of India					
	6 th Floor, Bangla Sahib Road, Behind Kali Mandir,					
	Gole Market, New Delhi – 110 001					
	For the Print Service Provider:					
2.1	The Effective Date of the Contract: Date of signing of the Contract by both the Parties,.					
2.3	The date for the commencement of Services: Within 30 (thirty) days from the Effective Date.					
2.4	The tenure of the Contract shall be 3 (years) from the Effective Date of the Contract.					
3.5	The risks and the coverage shall be as follows:					
	(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;					
	(b) Third Party liability insurance, with a minimum coverage of the value of the Contract;					
	(c) Professional liability insurance, with a minimum coverage of the value of the Contract;					
	(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					

Insurance against loss of or damage to (i) equipment purchased in whole or in (e) 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. 6.2 The amount is in Indian Rupees (INR). 6.3 General terms and conditions of Payment Schedule 1) All undisputed and eligible payments shall be made by the Purchaser in favour of the PSP. The release of payments will be performance (output) based, where the 2) payments are made for measured deliverables and outputs. PSP shall obtain sign-off for each milestone completed from the Purchaser 3) and raise invoice against the same. 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 & Dispatch of number of AISL claimed in the invoice. 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 shall be without prejudice to any other power/ right of the payments Purchaser under this Contract. All payments under this Contract shall be made to the account of the PSP. 6)

SECTION-V

ANNEXURES AND APPENDICES

ANNEXURES:

- I. Financial Bid Covering Letter
- II. Financial Bid Form
- III. Standard Contract Form
- IV. Indicative Aadhaar Intimation/Status 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 under Preference to Make in India
- XII. List of documents Submitted

APPENDICES:

- A. Specification of Aadhaar Intimation/Status 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 Sh	neet)		
Ref: Request for Proposal (R	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 Intimation/Status 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 Intimation/Status Letter in the manner detailed in the 'Scope of Work', as per the volume given below:

RFP For Printing and Dispatch of Aadhaar Intimation/Status Letter

Number of Letters per day

HQ-22017/7/2022-LOG-HQ

Reference: RFP document F.No. -Logistics Dated _____

ANNEXURE II:

Financial Bid Form For Aadhaar Intimation/Status Letter

		ly as per the format provide		
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)
	Aadhaar Intimation/Status/C orrespondence Letter and Envelope as per specifications including all incidental cost/other expenses.			
S	ignature of Authorized	l Signatory :		

ANNEXURE III

STANDARD CONTRACT FORM

Contract for Printing and Dispatch of Aadhaar Intimation/Status Letter

THIS PRINTING AND DISPATCH Contraction (hereinafter referred to as the "Contraction of the Contraction of th				
	BETWEEN			
Unique Identification Authority of Inheadquarters at Bangla Sahib Road, B called "the Purchaser/ UIDAI"), which successors, representatives, adminguage, who is duly PART;	ehind Kali Mandir, Gole ch expression shall unless nistrators and assigns,	Market, New repugnant to the represented	Delhi – 11 ne context t by its	0001 (hereinafter hereof include its Director Mr.
	AND			
expression shall unless repugnant to the permitted assigns, represented by execute this Contract, being the Party of Purchaser and Print Service Provider to as a "Party" as the context may require WHEREAS, the Purchaser had invited	f the OTHER PART . r are collectively referred sire.	to as the "Part	rs, represer, who is do	ovider"), which tatives heirs and uly authorized to ividually referred
of Aadhaar Intimation/Status Letters" v				-
AND WHEREAS, various application	s were received pursuant t	o the said Bid.		
AND WHEREAS , the Purchaser has a those Services as per the following rate	•			
AND WHEREAS , vide a Letter of Interprinting and Dispatch of Aadhaar Intir			_	to place order for
Item	Rate in INR (in	Rate in IN	NR (in	

	figures)	words)
Printing & Dispatch of Aadhaar		
Intimation/Status/Correspondence		
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 CONTRACTWITNESSETH AS FOLLOWS:

- 1. In this Contract, 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 Contracts:
 - a) RFP (including the Scope of Work and the General and the Special Conditions of Contract)
 - b) 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 Intimation/Status 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	Intimation/	Status	Letter	as ₁	per t	he
RFP i	is		(in words).									

6. Gu	The Farantee a	g and Dispatch Print Service amounting to	Provider Rs	has alı	ready subm /- (Rupe	itted a			ormance	Secui	-	nance
bey	ond the	3 (three) year	rs' period	of Con	tract.							
7.	The	Services	shall	be	carried	out	at Indi	the a as ag	site greed by	the Pa	premises	at
		SS WHERE						s Coi	ntract t	o be	signed in t	heir
-		of (name of	·			.,						
Uniq Mini	ue Identi stry of E	gistics & Char ification Auth lectronics & I of India (GoI)	nority of Information	ndia (U								
[Auth	norized F	Representativ	e]									
Wite		ce of 2 f of [name of		vice Pr	ovider]							
M/s												
[Nan	ıe & pos	ition]										
Auth	orized Re	epresentative _.	1									
	e presenc	ce of2										

ANNEXURE IV

Letter Format for Matching Discovered Rate

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

To,

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

Reference: RF	FP document no. 22011(18)/1/2022-Logistics dated
Subject : A	cceptance of Matching Discovered Rate.

Dear Sir,

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

We remain,	
Yours sincerely,	
Authorized Signature [In full and initials]:	
Name and Title of Signatory:	_
Name of Firm:	
Address:	

ANNEXURE V

Letter Format for Inability to match Discovered Rate

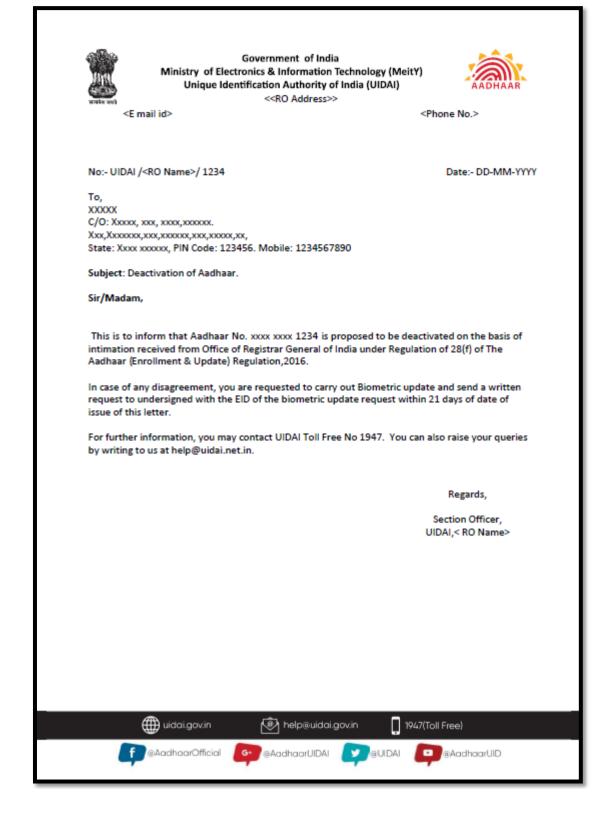
(To be submitted on the Letter head of the applicant where the Bidder has been given the option of matching the Discovered Rate and the Bidder chooses to not to match the same)

ot m	atching ti	ne Discovered Rate and the Bidder chooses to not to match the sai	me)
To,			
	Unique 6th Flo Bangla Behind	ant Director General e Identification Authority of India oor, Headquarters Sahib Road, Kali Mandir, Gole Market elhi – 110 001	
	erence: ject:	RFP document no. 22011(18)/1/2022-Logistics dated Rejection of Matching Discovered Rate.	
Dea	r Sir,		
1.		pletion of the bid submission and opening processes, we ,the use covered to be the <insert applicable="" as="" l2,="" l3,="" l4="" l5="" or="">Bidder.</insert>	ındersigned, have
2.	As per to	he due process that followed, we were given the option of matchin	ng the Discovered
3.	We regr	et to inform you that we will be unable to accept the offer to mat	ch the Discovered
4.	We unde	erstand, with this we forfeit the right to further participate in the sele	ction process.
We	remain,		
You	rs sincere	ely,	
Auth	orized Si	gnature [<i>In full and initials</i>]:	_Name and
Title	of Signa	tory:	_Name of
Firm	ı:		_
Add	ress:		

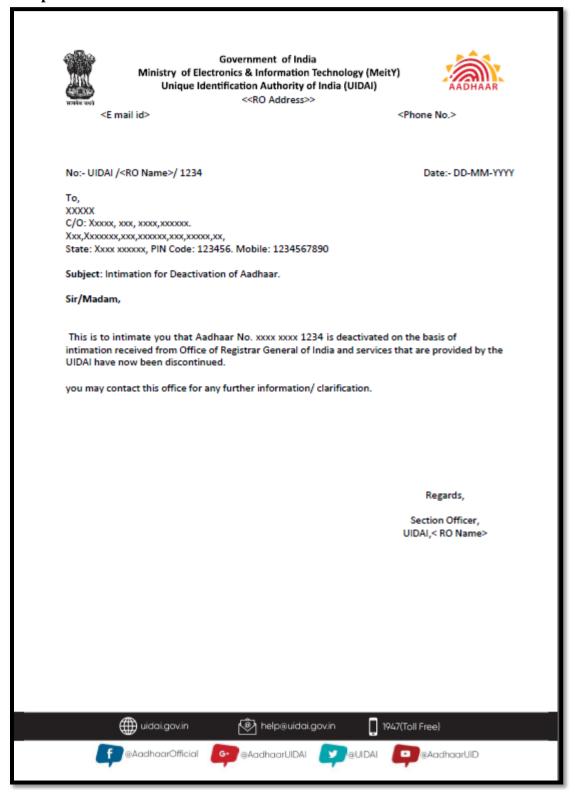
ANNEXURE VI

Indicative Aadhaar Intimation/Status Letter

Template A



Template B



RFP For Printing and Dispatch of Aadhaar Intimation/Status Letter

Template C



Government of India Ministry of Electronics & Information Technology (MeitY) Unique Identification Authority of India (UIDAI) <RO Address>>



<E mail id>

<Phone No.>

No:- UIDAI /<RO Name>/ 1234

Date:- DD-MM-YYYY

To, XXXXX

C/O: Xxxxx, xxx, xxxx,xxxxxxx.

Xxx,Xxxxxxx,xxx,xxxxxx,xxx,xxxxx,xx,

State: Xxxx xxxxxx, PIN Code: 123456. Mobile: 1234567890

Subject: Omission of Aadhaar - Regarding.

Sir/Madam,

It is found that more than one Aadhaar number is assigned against your demographics. Therefore, Aadhaar No.xxxx xxxx 1234 issued to you is proposed to be omitted in terms Regulation 29 of the Aadhaar (Enrollment & Update) Regulations, 2016.

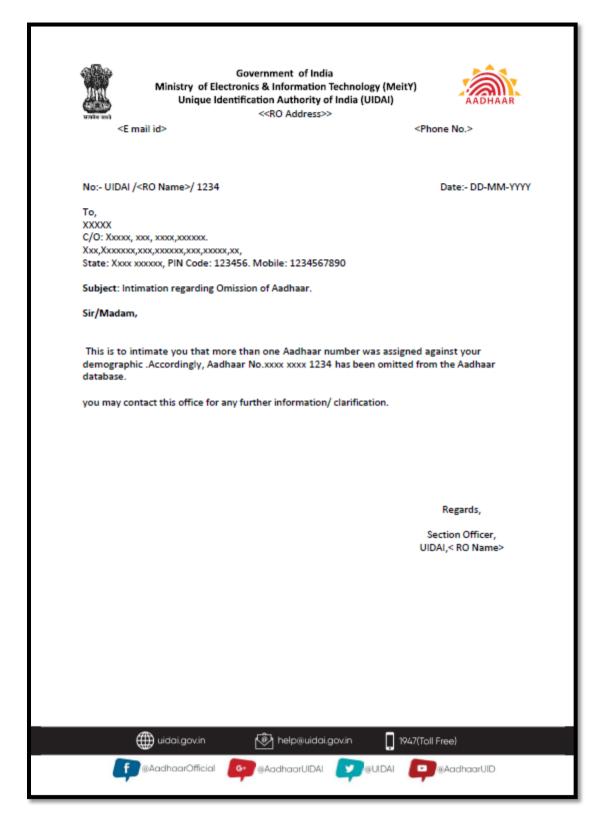
If you have any objection regarding the omission of the said Aadhaar, you may submit the reasons to this office within 21 days of receipt of this letter, failing which the Aadhaar No.xxxx xxxx 1234 will be omitted.

Regards,

Section Officer, UIDAI,< RO Name>



Template D









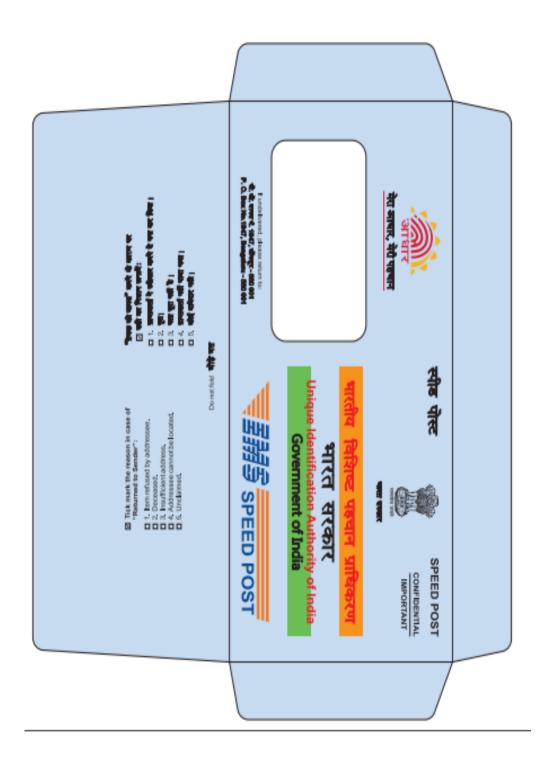








Indicative Envelope for Aadhaar Intimation/Status letter



ANNEXURE VIII

Quality of Machines – Production in Volumes

Sr.	Activity	Location	Make/	Outpu	No. of	Total	Capacity per	If hired, the date
No.			model of	t	machine	Capacity for	day allocated	from which it is
			machine	Speed	S	Printing	for this job	hired and from
				per hr		Aadhaar		whom
						Intimation/S		
						tatus Letter		
						per day		

ANNEXURE IX

Quality and Experience of Technical Personnel

Sr no.	Name	Post/Designation	Qualification	Experience

ANNEXURE X

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

Customer Name	Year of Execution	Job Volume	Turnover	Remarks

ANNEXURE XI

Past Experience of the Bidder in terms of Annual Turnover

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

ANNEXURE XII:

Information Security Guidelines for Printing service provider

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

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

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

RFP For Printing and Dispatch of Aadhaar Intimation/Status Letter IV) etc.

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

ANNEXURE XIII:

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, a
amended from time to time and as applicable on the date of submission of tender, we hereby certify that w
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:
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 Rul
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 XIV: List of Documents Submitted

Dat	e :
Bid	No.:

To The Director (Logistics & Channel Interface) Unique Identification Authority of India (UIDAI) 6th 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 Signate	ory		
Name:			
Designation:			
Office Seal:		 	
Place:		 	
Date:			

ANNEXURE XV: Format of Certificate from PSP

To whomsoever it may concern

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

To,

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

Ref	erence:	RFP documen	t no.2201	1(18)/1/2	022	-Logis	tics (dated					
We	M/s		hereby	agreed	to	pass	on	any	amount	received	in	form	of
com	missions,	discount, reba	te on franl	king value	e an	nd reba	ate fo	or sor	ting from	DoP whet	her	statuto	ory
or c	ommercia	I in nature or in	any form	in conne	ectic	on to a	ctivit	ies p	ursuant to	this cont	ract	or to t	he
serv	ices or in	the discharge	of obligati	ons unde	r th	e cont	ract	to UII	DAI HQ N	lew Delhi.			

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

APPENDIX A

I. Specification of Aadhaar Intimation/Status Letter

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

a) Specifications of Aadhaar Intimation/Status Letter:

S No	Item	Specifications
1.	Aadhaar Intimation/St atus 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
Note:	Indicative copy o	f Aadhaar Intimation/Status Letter is available at

Note: Indicative copy of Aadhaar Intimation/Status Letter is available at Annexure-V

b) Specifications of Aadhaar Intimation/Status Letter Envelope:

Item	Specifications
Envelope type	Secured, protected window type for address & tracking barcode visibility.
	• Window Film – 25 microns with proper stiffness, high tensile strength, excellent optics and good water barrier properties.
	• 22.6 x 28.4cm open - 10.7 x 24 cm close size
	• 4 color with window on 100 GSM Maplitho paper
	Die cut with Re moisture glue pasting on flap
Dimensions	To accommodate one Aadhaar Intimation/Status Letter. Should support automatic insertion/enveloping.
Colour	4 color printing.
	Envelope type Dimensions

Note: Indicative copy of envelope for Aadhaar Intimation/Status Letter is available at Annexure-V.

APPENDIX B

SKIPPED FILE MIS FORMAT

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

The Reason for skipping records shall be specified by UIDAI

APPENDIX C

PRINTING FILE MIS FORMAT

FIELD NAME	SAMPLE DATA	REMARKS
EID		Enrolment ID number
EY_NO		Unique Document Tracking Barcode
PRINT_XML_NAME		XML File Name
PRINT_DATE		Date of Print of Document
BAG_NO		Bag Number Provided
BAG_DELIVERY_DATE_INPOST		Date of Bag Delivery to Delivery Partner
DISPATCH_DATE_PRINTER		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	
Min 6 th H	dquarters - Unique Identification Authority of India histry of Electronics & IT, Floor, Bangla Sahib Road, Behind Kali Mandir, e Market, New Delhi-110001
Dea	r Sirs,
	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
:	We

(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 not withstanding 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 not withstanding 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

WITNESS	
	(0'
(Signature)	(Signature)
(Name)	(Name)
(Official Address)	(Designation with Bank Stamp)
Attorney as per Power of Attorney No	
Dated	

APPENDIX E

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 9th 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 PROVIDERS FOR PRINTING OF AADHAAR INTIMATION/STATUS 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,

- RFP For Printing and Dispatch of Aadhaar Intimation/Status Letter

 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.
- 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.
- 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.

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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

For Bidder

(Authorised Signatory Office Seal:)

(Authorised Signatory Office Seal:)

100

Name:	Name:
Designation: Chief Executive Officer	Designation:
Date:	Date:

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Place:

Place:

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