## F.No.11014/71/2016-Logistics

Government of India

Ministry of Communications & IT

Department of Electronics & Information Technology

Unique Identification Authority of India

9<sup>th</sup> Floor, Tower-I, Jeevan Bharti Building, Connaught Circus,

New Delhi-110001

## RFP FOR PRINTING OF AADHAAR DOCUMENTS

## CORRIGENDUM FOR REVISED DATE FOR SUBMISSION OF BIDS

With reference to Request for proposal (RFP) no.11014/71/2016-Logistics for Printing of Aadhaar Documents uploaded on websites of UIDAI and Central Public Procurement Portal on 07.05.2016 and subsequent corrigendum dated 24.05.2016, it is hereby informed that the date and time of previous scheduled activities has been revised as under.

| Activity   | Date       |
|--|------------|
| Date for issue of clarifications                 | 16.06.2016 |
| Last date for submission of bids (upto 1500 hrs) | 01.07.2016 |
| Opening of pre-qualification sheets (1530 hrs)   | 01.07.2016 |
| Offer Evaluation Starts                          | 04.07.2016 |

It is also informed that the following Clauses of the RFP have been amended, which along with the clarifications to pre-bid queries are given below:

| S.No | Reference Clause/Page No.                               |
|------|---|
| 1.   | Section-II (Instructions to Bidders), Part-I (General), |
|      | S.no.4.1 (Earnest Money Deposit) – Page 10              |
| 2.   | Section-II (Instructions to Bidders), Part-I (General), |
|      | S.no.5 (Tender Fees) – Page 11                          |
| 3.   | Section-III (Scope of Work), Part-I (Description of     |
|      | Services) – Para related to the Data Center Migration - |
|      | Page 28   |
| 4.   | Appendix-A, (B) Envelope, 2.2 Dimensions – Page 80      |

## **Clarifications to Pre-Bid Queries**

| Sr  | Clause reference/Page  | Existing provision in RFP   | Clarifications sought by bidders  | UIDAI's response   |
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| No. | no.  |   |   |  |
| 1.  | Section-II Part-I (General) S.No. 4.1 (Pg.10) and S.No.5 (Pg.11) | I. An EMD of the value as specified in the 'Data Sheet' may be deposited in the form of Demand Draft drawn in favour of "PAO, UIDAI, New Delhi" payable at New Delhi.  II. EMD in the form of Bank Guarantee will also be accepted. The Bank Guarantee may be addressed to the 'Pay & Accounts Officer, Unique Identification Authority of India, III Floor, Tower – 2, Jeevan Bharti Building, New Delhi – 110 001. The Bank Guarantee should be valid for 90 days from the date of closing the bids.  III. Bids not accompanied by EMD shall be rejected as non-responsive.  IV. No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit. V. The EMD of the unsuccessful bidders would be returned within 45 days of signing of the contract.  5. Tender Fees- The RFP is available to be downloaded online, free of cost. However at the time of submission of RFP, bidders are required to pay the amount as specified in the 'Data Sheet' towards Bid Fees in the form of Demand Draft drawn in favour of "PAO, UIDAI, New Delhi" payable at New Delhi. This RFP Fees should be clearly marked "Bid Fee" and included along with the Application in a separate cover. The fee thus submitted is Non-Refundable. | The provisions for promotion of SME have not been incorporated in the tender. | 4.1 (Earnest Money Deposit) of RFP sub para VI added as —  Micro and small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are exempted for submitting the earnest money deposit (EMD). The exemption and relaxation in EMD is subject to validity of their registration on the date of opening of tender.  Section-II (Instructions to Bidders) Part-I (General) Para 5 (Tender Fees) of RFP amended as —  The RFP is available to be downloaded online, free of cost. However at the time of submission of RFP, bidders are required to pay the amount as specified in the 'Data Sheet' towards Bid Fees in the form of Demand Draft drawn in favour of "PAO, UIDAI, New Delhi" payable at New Delhi. This RFP Fees should be clearly marked "Bid Fee" and included along with the Application in a separate cover. The fee thus submitted is Non-Refundable. Micro and small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium |

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|           |   |   |   | Enterprises (MoMSME) are exempted for submitting the tender fee. The exemption and relaxation in tender fee is subject to validity of their registration on the date of opening of tender.   |
| 2.        | Section-II<br>Part-III (Eligibility Criteria)<br>Table-1, S.No. 2 (Pg.17) | Average annual turnover of at least Rs.25.00 crore (Rupees Twenty five crore only) from the core printing operation within India only, during the previous three financial years (2012-2013, 2013-2014, 2014-2015)  | Relaxation of criteria of Rs.25 crore annual turnover.  | As per RFP. Please refer to Section-II Part-III (Eligibility Criteria) Table-1 Criteria for Prequalification S.No.2 related to Annual turnover (Pg.17-18)  |
| 3.        | Section-II<br>Part-III (Eligibility Criteria)<br>Table-1 S.No. 8 (Pg.19)  | Experience of Variable Data Printing with Bar Code will be essential. Three similar completed works costing not less than Rs.25 Cr awarded by Government/ PSUs.   | Relaxation of criteria of 3 purchases orders of Rs.25 crore with mention of variable data printing.   | As per RFP. Please refer to Section-II, Part-III (Eligibility Criteria), Table-1 S.No.8 (Pg.19)  It is clarified that experience of Variable Data Printing with Bar Code will be essential and the firms should have completed three similar works costing not less than Rs.25 Cr awarded by Government/PSUs |
| 4.        | Section-II<br>Part-I (General)<br>S.No.1.9 (Pg.9)                         | 1.9 Bids received from Consortiums will not be considered. Such bids shall be termed as 'invalid'.  | Clause 1.9 on page 9 prohibiting bidding by Consortiums:- As discussed in the meeting, this should be allowed.  | As per RFP. Please refer to Clause 1.9 (Pg 9).   |
| 5.        | Section-II<br>Part-I (General)<br>S.no.6 (Pg.12)                          | The selected Bidder shall be required to furnish a Performance Bank Guarantee equivalent to 10% of the assessed project value of the contract, in the form of an unconditional and irrevocable Bank Guarantee from a scheduled commercial bank in India in favour of 'Pay & Accounts Officer, Unique Identification Authority of India' for the entire period of contract with additional 90 days claim period. The Bank Guarantee must be submitted after award of | Clause 6 on page 12 regarding Performance Bank Guarantee equivalent to 10% of the projected value:- Considering the high value of this job and the fact that this is to be executed over a 2 year period, the "Projected Value" for 3 months should be the base for calculation of value of Performance Bank Guarantee. | As per RFP. Please refer to S.No. 6 (Pg 12).   |

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|     |   | contract but before signing of contract. The successful bidder has to renew the Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract. On submission of this Performance Bank Guarantee and after signing of the contract, the demand draft/bank guarantee submitted towards EMD would be returned in original. |  |  |
| 6.  | Section-II<br>Part-II (Data Sheet)<br>S.No.4.1(I) (Pg.16)                   | 4.1(I): Amount of EMD is Rs.38 Lakh (Rs. Thirty Eight Lakh only).   | Clause 4.1 (I) page 16 regarding EMD amount of Rs. 38 Lacs:- Considering that the total job will be executed by three vendors over a period of two years, this amount is too high and should be reduced to Ten Lacs.   | As per RFP. Please refer to S.No 4.1 (I) (Pg 16).  |
| 7.  | Section-II<br>Part-III (Eligibility Criteria)<br>Table-1, S.No.8<br>(Pg.19) | Experience of Variable Data Printing with Bar Code will be essential. Three similar completed works costing not less than Rs.25 Cr awarded by Government/ PSUs.   | Clause 8 on Page 19:- You have mentioned" Three similar completed works costing not less than Rs. 25 Crores" :- Confirmation required that this amount would be the total for 3 years. Also, please confirm if definition of similar completed works can include Variable Data Printing done on Bank Statements and Personalized Cheque Books. | As per RFP. Please refer to Section-II, Part-III (Eligibility Criteria), Table-1 S.No.8 (Pg.19)  It is clarified that experience of Variable Data Printing with Bar Code will be essential and the firms should have completed three similar works costing not less than Rs.25 Cr awarded by Government/PSUs |
| 8.  | Section-IV Part-I (General Conditions of Contract) 3. Obligations of the    | Para 3.5: Pg.54 - The Supplier (a) shall take and maintain insurance against risks and coverage at their own cost but on terms and conditions approved by the Purchaser, as shall be specified  | Clause 3.5 on page 54 and on 65 regarding Insurance Requirements:- These clauses are not applicable on the products for which the RFP has  | As per RFP. Please refer to S.No.3.5 (Pg.54) and Clause 3.5 (Pg 65).   |

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|     | Supplier<br>S.No.3.5 (Pg.54)<br>and      | in the <b>SC</b> ; and (b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken and maintained and the current premiums have been  | been issued. As such, these need to be removed.                      |                  |
|     |  | paid.  |  |                  |
|     | Section-IV                               |  |  |                  |
|     | Part-II (Special Conditions of Contract) | Pg.65 - The risks and the coverage shall be as follows:  |  |                  |
|     | Clause 3.5 (Pg.65)                       | (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Supplier or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988;   |  |                  |
|     |  | (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 Supplier and in accordance with<br>the relevant provisions of the Applicable Law, as<br>well as, with respect to such Personnel, any such<br>life, health, accident, travel or other insurance as   |  |                  |
|     |  | may be appropriate; and (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with  |  |                  |
|     |  | funds provided under this Contract, (ii) the   |  |                  |
|     |  | Supplier's property used in the performance of the   |  |                  |
|     |  | Services, and (iii) any outputs prepared by the Supplier in the performance of the Services.   |  |                  |
| 9.  | Section-IV                               | 1.6 - The Services shall be carried out at the   | 1 3 3  |                  |
|     | Part-II (Special Conditions              | site/s as agreed to and approved by the  | of execution of job:- It has been                                    | (Pg 64).         |
|     | of Contract)<br>S.No.1.6 (Pg.64)         | Purchaser.   | confirmed in the meeting that the present works address shall be the |                  |

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|           |  |  | place with the condition that the job will be executed in a secure area.  |  |
| 10.       | Section-III Part-I (Description of Services) Pg.28   | The Data Center of UIDAI may undergo location migrations in future and the supplier will have to undertake the lease line migration to the new Data Center facility at his own cost.   | Clause regarding migration of location of Data Center on page 28:- It was confirmed that the migration of location, if any, will happen before award of work and not after the allotment of work Order or during the execution of work.   | Clause Deleted.  |
| 11.       | Section-IV Part-I (General Conditions of Contract), 5. Obligations of the Purchaser S.No.5.2 (Pg.57) | If, after the Date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Supplier for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Supplier in performing the Services, then the per unit cost of a document payable to the Supplier under this Contract shall not be increased or decreased. | Clause 5.2 on page 57 regarding change in applicable taxes:- As discussed, all Taxes and Duties are govt. levies and the not under control of any vendor. There is a high probability of implementation of GST in future, which is likely to increase the taxation. Suitable provisions would be required to change the post tax price to account for any change in taxation. | As per RFP. Please refer to S.No. 5.2 (Pg 57).   |
| 12.       | Part-I (General Conditions<br>of Contract), 6 Payments<br>to the Supplier,<br>S.No.6.1(d) (Pg.58)    | 6.1(d)- The Purchaser shall make the payment within 45 days of receiving the invoice from the Supplier, subject to reconciliation process of Printing & Dispatch of Documents  | Payments to Suppliers:- It is mentioned that the payment would be released within 45 days. It has been discussed that the payment period will be changed to 30 days.  | As per RFP. Please refer to S.No. 6.1 (d) (Pg 58).   |
| 13.       | Section-II Part-III (Eligibility Criteria) Table-1 S.No. 8 (Pg.19)                                   | Experience of Variable Data Printing with Bar Code will be essential. Three similar completed works costing not less than Rs.25 Cr awarded by Government/ PSUs.  | In the last RFP Experience of variable Data printing with Bar Code was only required. Inspite of this only 4 bidders could qualify. Adding Three similar completed work costing not less than 25 Crores awarded by Govt/ PSU will further restrict the participation of more bidders. Hence we will request UIDAI to delete this clause so as invite more                     | As per RFP. Please refer to Section-II, Part-III (Eligibility Criteria), Table-1 S.No.8 (Pg.19)  It is clarified that experience of Variable Data Printing with Bar Code will be essential and the firms should have completed three similar works costing not less than Rs.25 Cr awarded by |

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|           |   |   | competition and more participation and to maintain status quo as per the last RFP.  | Government/PSUs.  |
| 14.       | Section - III; Scope of<br>Work,<br>Part 1 Description of<br>Services<br>-On Request Printing<br>(Pg.30)                                  | UIDAI envisages on-request printing of Aadhaar Documents (Enrollment/Update) by the UIDAI / the Residents. The same shall be facilitated by the UIDAI. The volume, of Aadhaar Documents to be printed, arising from such printing requests shall be allocated to the L1 supplier only. The supplier is expected to accord due importance to the printing of such documents. The standard operating procedure for printing of such documents shall be specified by the UIDAI and will be binding on the supplier. Any integration with existing systems / applications / database of UIDAI for executing on-request printing of Aadhaar Documents will need to be carried out by the supplier.   | On request printing:- Please clarify with specs and volumes.  | As per RFP. Please refer to Appendix A of RFP (Pg 80) and Section-III; Scope of Work (Pg.30) Part 1 Description of Services On Request Printing; and  Appendix 'A' (B) Envelope: 2(2) (Pg.80) amended as:  Dimension: To accommodate one Aadhaar Letter. Should support automatic insertion/enveloping. |
| 15.       | Part I General S.No.3.3 (Pg.10); and  Section-IV Part-I (General Conditions of Contract), 5 Obligations of the Purchaser S.No.5.2 (Pg.57) | 3.3 The Bidder may be subject to taxes, such as, but not limited to VAT, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. Bidders shall include all such taxes in quoted cost in the financial bid. 5.2 If after the Date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Supplier for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Supplier in performing the Services, then the per unit cost of a document payable to the Supplier under this Contract shall not be increased or decreased. | as there is disparity in the Tax Structure within each State and GST is likely to be introduced The Prices quoted should be Excluding taxes. However the applicable taxes to be shown separately. | (Pg 10) and S.No 5.2 (Pg 57).   |
| 16.       | Section IV,   | The date for the commencement of Services:  | In the last tender you had provided 45  | As per RFP. Please refer to S.No 2.3  |

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| NO.       | Part -II Special Conditions<br>of Contract<br>S.No. 2.3 (Pg.64)                                | Within 30 days from the signing of the contract between the Purchaser and the Supplier.  | days to commence the work after issuance of LOI. Here also you should provide at least 90 days if not more. So that it does not limit or give benefits to few selected vendors. | (Pg 64).   |
| 17.       | Section-II<br>Part-III (Eligibility Criteria)<br>Table-1<br>S.No.8 (Pg.19)                     | Experience of Variable Data Printing with Bar Code will be essential. Three similar completed works costing not less than Rs.25 Cr awarded by Government/ PSUs.  | Please define a time frame for completing such works.   | As per RFP. Please refer to Section-II, Part-III (Eligibility Criteria), Table-1 S.No.8 (Pg.19)  It is clarified that experience of Variable Data Printing with Bar Code will be essential and the firms should have completed three similar works costing not less than Rs.25 Cr awarded by Government/PSUs |
| 18.       | Section-III, Part II A. Service Level Agreement B (Key Performance Indicator) (Pg.38)          | B. KEY PERFORMANCE INDICATOR:  1. UIDAI needs the supplier to handover daily printing output of Aadhaar Documents for the selected supplier to the delivery partner per day; as such the Supplier 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:  (Included TABLE-1)                                      | Please clarify if the data shared during the last 5 days of a quarter may not be considered for Quarterly SLA Calculation.  | As per RFP. Please refer to 'A' Service Level Agreement 5; 'B' Key Performance indicator (Pg 38).  |
| 19.       | Section II<br>Part I General<br>S.N. 3.3 (Pg.10);<br>Annexure-II Financial Bid<br>Form (Pg.71) | 3.3 (Page 10): The Bidder may be subject to taxes, such as, but not limited to VAT, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. Bidders shall include all such taxes in quoted cost in the financial bid.  5.2 (page.57): If after the Date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are | Tax Applicable on Printing is VAT, we suggest if suitable provision can be made if GST is enforced in future.   | As per RFP. Please refer to S.No. 3.3 (Pg.10), S.No.5.2 (Pg.57) and Annexure II (Pg.71)  |

| Sr<br>No. | Clause reference/Page no.  | Existing provision in RFP  | Clarifications sought by bidders   | UIDAI's response  |
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|           |  | directly payable by the Supplier for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Supplier in performing the Services, then the per unit cost of a document payable to the Supplier under this Contract shall not be increased or decreased.  |  |   |
| 20.       | Section III Part I Description of Services (Printing of Aadhaar Documents) Last Para (Pg.29) | The Aadhaar Letter and envelope needs to be printed to the quality and specifications as mentioned in Appendix-A. The printing of Aadhaar documents will be done on 4 colour full variable process. All printing work is to be done by using laser printing technology only. The variable data would include all official languages of India. The supplier will be required to print documents in all official languages of India. | Full color Variable printing can be done with much faster and economical Inkjet printing technology with no compromise in quality. It is requested that this limitation of using Laser Printing be removed to open up the tender to users of Inkjet full color digital printers. Inkjet Printing quality has been improving along with improvement in CPU power. Today most of the Variable Data Printing in Color is done using high speed Inkjet digital printers. | As per RFP. Please refer to last para page 29.  |
| 21.       | Appendix 'A' (B) Envelope: 2(2) (Pg.80)  | 2-Dimension- To accommodate one or multiple Aadhaar Letter/s. Should support automatic insertion/enveloping.   | Please confirm whether any of the envelopes would have multiple Aadhaar Letters or Only a single Aadhaar letter needs to be inserted into one Envelope?  | Amended as:  Dimension: To accommodate one Aadhaar Letter. Should support automatic insertion/enveloping. |
| 22.       | Section – II<br>Part-I (General)<br>S.No.6 (Pg.12)   | The selected Bidder shall be required to furnish a Performance Bank Guarantee equivalent to 10% of the assessed project value of the contract, in the form of an unconditional and irrevocable Bank Guarantee from a scheduled commercial bank in India in favour of 'Pay & Accounts Officer, Unique Identification Authority of India' for the entire period of contract with additional 90 days claim period. The Bank           | The value of the proposed bank guarantee is higher and double compared with that of prevailing contract. Request to consider reducing the BG to 5% of the assessed project value of the contract, similar to existing contract.  | As per RFP. Please refer to S.No.6 (Pg.12)  |

| Sr  | Clause reference/Page   | Existing provision in RFP  | Clarifications sought by bidders  | UIDAI's response   |
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| 23. | Section - II Part III – Eligibility Criteria Pre-Qualification Criteria S.No: 7 (Pg.18) | Guarantee must be submitted after award of contract but before signing of contract. The successful bidder has to renew the Bank Guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Bank Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract. On submission of this Performance Bank Guarantee and after signing of the contract, the demand draft/bank guarantee submitted towards EMD would be returned in original.  Should have an 'installed capacity' of not less than 3.5 lakh per day in printing, enveloping and handling of similar Letters and delivery at the designated point(s). | RFP demands self certification for installed capacity from the bidder as supporting document.  Please confirm if this installed capacity should be readily available and in running condition with the supplier before the submission/opening of the bid  We have attached a format in "Annexure 1" for self certification of "installed capacity". Please confirm whether this format meets the requirement? | As per RFP. Please refer to S.No.7 (Pg.18)                 |
| 24. | Section-II<br>Part-III (Eligibility Criteria)<br>Table-1, S.No.8 (Pg.19)                | Experience of Variable Data Printing with Bar Code will be essential. Three similar completed works costing not less than Rs.25 Cr awarded by Government/ PSUs.  | Request for more clarity on the eligibility criteria. Since the RFP is for printing of 4 color variable data with color photograph & bar code for a minimum of 20 Cr cards (for L1  | Part-III (Eligibility Criteria), Table-1<br>S.No.8 (Pg.19) |

| Sr<br>No. | Clause reference/Page no.  | Existing provision in RFP   | Clarifications sought by bidders   | UIDAI's response   |
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|           |  |   | supplier) and an optional 16 Cr (as per Option Clause for additional procurement); the experience of color laser variable data printing with 2D/1D bar code & color photograph on art paper worth Rs.25 Cr from a single project awarded by Government/PSU is recommended as the criteria for the experience given the size and importance of the project.   | Variable Data Printing with Bar Code will be essential and the firms should have completed three similar works costing not less than Rs.25 Cr awarded by Government/PSUs |
|           |  |   | We also recommend the need for experience in automated insertion and in-house digital franking with license as per the RFP requirement to meet job execution   |  |
| 25.       | Section – III Scope of Work Part I : Description of Services - General (Pg.27) | 2nd Para- UIDAI estimates to print approximately 40 Crore Aadhaar Documents during a period of two years at the rate of approximately 7 Lakh documents per day. This work is expected to be distributed across 3 (three) printing firms as per the volume allocations indicated in Clause 2.3 of Part-IV of Section-II of this RFP. Each supplier is expected to have the ability to ramp up to 25% and 50% more per day printing capacity than the existing capacity within 4 weeks and 8 weeks of intimation of the same by UIDAI, respectively. This ramp up in printing capacity shall be within the overall printing volume allocation and will not entitle the supplier for any additional volume allocation. | 25% or 50% additional capacity over and above the required capacity without adding additional volume will have commercial impact to the supplier. We have also understand that the need may arise based on situation and the additional capacity maintained without consuming after the specific need will affect the project costing. Hence we request to have a provision for removing the ramped up capacity if UIDAI fails to provide the required data to fulfill the ramped up capacity for 30 days' time. | As per RFP. Please refer to second para page 27.   |
| 26.       | Section – III<br>Scope of Work   | The proof of hand over of Aadhaar documents to the courier service provider by the supplier for   | Kindly confirm the action in case the designated courier service provider  | As per RFP. Please refer to Section – III<br>Scope of Work   |
|           | Part I: Description of   | dispatch will be receipt of signed /  | fails to pick up the ready documents.  | Part I :- Description of Services  |

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|           | Services Private Courier Service (Pg.34)   | acknowledged 'Dispatch Manifest' from the Courier Service Provider.   |   | Private Courier Service (Pg.33-34)   |
| 27.       | Section – III Scope of Work Part II :- Service Level Agreement A. Service Level Agreement 5. Formula for calculating SLA (Pg.38)   | Formula for Calculating SLA: Value of Penalty applicable = No. of deficit documents* X Discovered printing price per document X SLA Penalty slab  | There will be a time period of 5 to 7 days for the dispatch of the data from the data download considering the intermediate processes. Also, based on our experience the data may be available in bigger quantum during the last days of SLA end period and the supplier would not be in a position to clear the data downloaded during the SLA end period. We request to exclude the data downloaded during the last week of the SLA period for calculating the SLA and this would be added to the next SLA period | As per RFP. Please refer to Section – III, Scope of Work Part II :- Service Level Agreement, A. Service Level Agreement and B Key Performance Indicator (Pg.38-39) |
| 28.       | Section - IV General & Special Conditions of Contract Part- I 5.2 Change in the applicable Law Related to Taxes and Duties (Pg.57) | If after the Date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Supplier for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Supplier in performing the Services, then the per unit cost of a document payable to the Supplier under this Contract shall not be increased or decreased. | Government changes the tax structure time to time and GST may be introduced during the contract period. Considering the contract period with allowed extension period (2 + 1 years) and the Government ownership of the project, we request you to adjust the unit rates accordingly (either more or less in the future) in case of variation over 2% is effected on the taxes and duties compared to the existing tax structure at the contract signing.   | As per RFP. Please refer to S.No. 3.3 (Pg.10), S.No.5.2 (Pg.57) and Annexure II (Pg.71)  |
| 29.       | Section - IV General & Special Conditions of Contract Part- I 6.1 Payment for Services   | 6.1(d)- The Purchaser shall make the payment within 45 days of receiving the invoice from the Supplier, subject to reconciliation process of Printing & Dispatch of Documents   |   | As per RFP. Please refer to S.No 6.1 (d) (Pg. 58)  |

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| 30.       | (Pg.58) Section - IV General & Special Conditions of Contract Part- I 8.2 Arbitration (Pg.59) | 8.2 (a)- the reference shall be to a sole arbitrator, to be appointed by the Director General of UIDAI, acting as an Appointing Authority, whose decision shall be final and binding on the parties.  | The proposed arbitration is one sided and we request for a tri-party arbitration, wherein each party will select one (1) arbitrator and the two selected arbitrators will then select the third, neutral arbitrator.   | As per RFP. Please refer to S.No 8.2 (Pg. 59)  |
| 31.       | Section-II<br>Part-I (General)<br>S.No.1.9 (Pg.9)   | 1.9 Bids received from Consortiums will not be considered. Such bids shall be termed as 'invalid'.  | Since the volume of the Tender is high, both in price and quantity, we request that TWO more Consortium Partners may kindly be permitted to bid together with the Prime Bidder, resting the risk and responsibility jointly and severally.  Reason:- This will pay way to new Entrepreneurs along with efficient partners to participate in the Tender, leading to healthy competition, as normally seen in all high volume Tenders. | As per RFP. Please refer to Clause 1.9 (Pg 9).   |
| 32.       | Section-II Part-I (General) S.No. 4.1 (Pg.10) and 4.1(I) (Pg.16)                              | 4.1 Earnest Money Deposit:  I. An EMD of the value as specified in the 'Data Sheet' may be deposited in the form of Demand Draft drawn in favour of "PAO, UIDAI, New Delhi" payable at New Delhi.  II. EMD in the form of Bank Guarantee will also be accepted. The Bank Guarantee may be addressed to the 'Pay & Accounts Officer, Unique Identification Authority of India, III Floor, Tower – 2, Jeevan Bharti Building, New Delhi – 110 001. The Bank Guarantee should be valid for 90 days from the date of closing the bids.  III. Bids not accompanied by EMD shall be | EMD exemption towards NSIC Members under MSME may kindly be allowed.  Reason:- Units registered under Single Point Registration Scheme of NSIC are eligible to get benefits under "Public Procurement Policy for MSMEs Order, 2012, notified in Gazette Notification dated 26.03.2012.  Kindly refer Circulars from the Ministry of Micro, Small and Medium Enterprises, Govt. of India, New Delhi                                   | 4.1 (Earnest Money Deposit) of RFP sub para VI added as – Micro and small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) are exempted for submitting the earnest money deposit (EMD). The exemption and relaxation in EMD is subject to validity of their registration on the date of opening of tender. |

| Sr<br>No. | Clause reference/Page no.  | Existing provision in RFP   | Clarifications sought by bidders   | UIDAI's response   |
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|           |  | rejected as non-responsive.  IV. No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit.  V. The EMD of the unsuccessful bidders would be returned within 45 days of signing of the contract.  4.1(I) Amount of EMD is Rs.38 Lakh (Rs. Thirty Eight Lakh only). | dated 8.3.2011 & 28.4.2016 and Office Memo/Press Release by Office of the Development Commissioner (MSME), dated 18.02.2016.   |  |
| 33.       |  |   | Preference may kindly be given to Empanelled Agencies, registered in UIDAI.  Reason:- It is known that the data (BME) generated by E.A.s by their sheer hard work, is used for printing of Aadhaar Documents. This will give a moral solace to the E.A.s as additional opportunity. Since most of the existing printers are not E.A.s, this provision is a morale booster to few E.A.s. who happen to be printers. | The RFP is as per extant (existing) rules on procurement which do not entail such a clause.  |
| 34.       | Section-II<br>Part-III (Eligibility Criteria)<br>Table-1 S.No. 8 (Pg.19) | Experience of Variable Data Printing with Bar Code will be essential. Three similar completed works costing not less than Rs.25 Cr awarded by Government/ PSUs.   |  | As per RFP. Please refer to Section-II, Part-III (Eligibility Criteria), Table-1 S.No.8 (Pg.19)  It is clarified that experience of Variable Data Printing with Bar Code will be essential and the firms should have completed three similar works costing not less than Rs.25 Cr awarded by Government/PSUs |

| Sr  | Clause reference/Page | Existing provision in RFP  | Clarifications sought by bidders  | UIDAI's response  |
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| 35. |                       | Average annual turnover of at least <b>Rs.25.00 crore</b> (Rupees Twenty five crore only) from the core printing operation within India only, during the previous three financial years (2012-2013, 2013-2014, 2014-2015)  Certified copies of audited financial statements & annual report for the immediately preceding three financial years i.e. 2012-2013, 2013-2014, 2014-2015. In case revenues from printing activity are not separately mentioned in the financial statement, a Certificate to the effect from the bidder's statutory auditor (in original) is also required to be furnished. | good turn over in printing exclusively, but NOT from Government sectors/PSUs. In order to provide an opportunity to this category, certificate from the whole-time Company Secretary or Statutory Auditors of the bidders to the effect that revenues from printing activity may be required in order to consider | Part-III (Eligibility Criteria) Table-1 Criteria for Prequalification S.No.2 related to Annual turnover |