

REQUEST FOR PROPOSALS FOR PRINTING OF 'AADHAAR DOCUMENTS'

Unique Identification Authority of India
Planning Commission, Govt. of India
3rd Floor, Tower II
Jeevan Bharati Building
Connaught Circus
New Delhi 110001

15th January, 2013

F.No. 14014/08/2013-Logistics

SECTION-I

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SECTION-I

INVITATION TO BID AND INTRODUCTION FOR PRINTING OF AADHAAR DOCUMENT

PART-I: INVITATION TO BID:

1. The Director General, UIDAI on behalf of the President of India invites proposals from reputed and reliable firms for the “Printing of Aadhaar Documents”.
2. The Request for Proposal consists of 5 Sections as mentioned below:
 - Section I. Invitation to Bid and Introduction
 - Section II. Instruction to Bidders
 - Section III. Scope of Work
 - Section IV. Conditions of Contract
 - Section V. Annexures and Appendices
3. The response to the RFP should be submitted on or before the date specified in the schedule for RFP in Data Sheet (Part II of Section-II) at the address for communication given in Para 7 of this section.
4. The Project Coverage is Pan-India and every Resident is envisaged to be provided a UID and Aadhaar Document.
5. The UIDAI reserves the right to reject any or all the Bids in whole or part without assigning any reasons.
6. This “Invitation to Bid” is non-transferable under any circumstances.
7. Address for Communication:

“Printing of Aadhaar Document”

Assistant Director General

Unique Identification Authority of India

9th Floor, Tower – I, Jeevan Bharti Building,

Connaught Place, New Delhi – 110 001

8. Schedule for RFP

S.No	Activity	Date
1.	Date of Issue of RFP	15.01.2013
2.	Pre-Bid Conference (At 1500 hrs)	21.01.2013
3.	Last date for submission of queries (Through email only)	26.01.2013
4.	Date of Issue of clarifications	30.01.2013
5.	Last Date of submission of Bids (upto 1500 hrs)	26.02.2013
6.	Opening of pre-qualifications sheets (1530 hrs)	26.02.2013
7.	Technical Evaluation ends	08.03.2013
8.	Opening of Financial offers (at 11.30 hrs)	12.03.2013
9.	Submission of applications for Matching Discovered Rate Starts (after completion of stage 8 above)	12.03.2013
10.	Submission of applications for Matching Discovered Rate Ends (15.00 hrs.)	14.03.2013
11.	Date of declaration of Bid Matching result (15.30 hrs.)	14.03.2013

PART-II: INTRODUCTION:

1. The Unique Identification Authority of India (UIDAI) has been established by the Government of India in January 2009, as an attached office to the Planning Commission. The mandate of the Authority is to issue a unique identification number (called Aadhaar or UID) to all Indian residents that is: (a) robust enough to eliminate duplicate and fake identities, and (b) can be verified and authenticated in an easy, cost-effective manner.

2. The timing of this ambitious initiative coincides with the increased focus of the GoI on social inclusion and development through massive investments in various social sector programs, and transformation in public services delivery through e-Governance programs. The UID has been envisioned as a means for residents to easily and effectively establish their identity, to any agency, anywhere in the country, without having to repeatedly produce identity documentation to agencies. More details on the UIDAI and the strategy overview can be found on the website: <http://www.uidai.gov.in>

3. In this context, the UIDAI is collecting the demographic and biometric data of residents of India. After de-duplication, it issues a Unique Identification Number to the resident, which is a 12 digit random number. It is intended to give a UID number to each of the Resident across the country. UID number is being delivered to the resident in the form of a laminated document. This Request for Proposal document is intended to invite bids from reputed and reliable firms for undertaking the work of Printing of the Aadhaar documents. The data for the preparation of the documents will be provided by the UIDAI in an electronic form.

4. Since inception till recently, UIDAI has printed and dispatched nearly 20 crore Aadhaar documents. The fresh mandate for UIDAI is to print and dispatch an additional 92 crore documents by March 2014

5. It is envisaged that Three Firms will be selected for carrying out this work.

PART-III: GLOSSARY AND ACRONYMS:

A. Glossary of Terms

1. **AADHAAR** – Unique Identification number (UID) issued to an individual by UIDAI.
2. **Authority** – Unique Identification Authority of India (UIDAI).
3. **Resident** – Normal resident of India.
4. **Enrolment** – Refers to the exercise of collection of demographic data after verification, collection of biometrics, and the allocation of the UID number after de-duplication.
5. **Biometric Data** – Refers to the facial image, iris scan and fingerprints collected by the Registrar from the enrollees based on the standards prescribed by the UIDAI and by following the process laid down for the purpose.
6. **De-duplication** – The process of using the Demographic and Biometric data collected from an enrollee to check against existing Aadhaar data so as to avoid duplicate enrolments.
7. **Demographic Data** – Refers to 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.
8. **Document** – The final form of the printed communication, which is ready to be sent, to the Resident (a) - conveying the UID/Aadhaar number or (b) - letter of rejection, or (c) - Modification of Resident details, as the case may be. Thus, Document(s) shall be the sealed envelope containing the Aadhaar Document(s) in any one of the above three forms.

B. Acronyms

1. **CIDR**- Central Identities Data Repository
2. **DoP**- Department of Posts
3. **EID**- Enrolment Identification Number
4. **GoI**- Government of India
5. **PoD** – Proof of Dispatch
6. **SOW**- Scope of Work
7. **UID** – Unique Identification Number.
8. **UIDAI** – Unique Identification Authority of India.

SECTION-II**INSTRUCTIONS TO BIDDERS****PART-I: GENERAL:**

Definitions	<p>(a) "Purchaser" means the Unique Identification Authority of India (UIDAI) with which the selected Bidder signs the Contract for the Services.</p> <p>(b) "Bidder" means any entity that may provide or provides the Services to the Purchaser under the Contract.</p> <p>(c) "Supplier" means the Bidder/s that has been selected by the Purchaser for execution of the services.</p> <p>(d) "Bid" means the Financial Proposal consisting of documents as stipulated in this RFP.</p> <p>(e) "Instructions to Bidders" (Section II of the RFP) means the document which provides interested Bidders with all information needed to prepare their bids. This document also details out the eligibility criteria and process for the selection of the Suppliers.</p> <p>(f) "Scope of Work" (SoW) means the Section III of the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Purchaser and the Supplier. It also includes the Service Level Agreement (SLA).</p> <p>(g) "Standard Contract" means the Annexure-III of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Supplier.</p>
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1. General	<p>1.1 All the provisions listed out in the Request for Proposal (RFP) issued by the UIDAI shall be binding upon the participating bidders of this RFP.</p> <p>1.2 The UIDAI will select Suppliers, in accordance with the method of selection as detailed in Part-IV of Section-II "Selection Process".</p> <p>1.3 The detailed scope of the assignment/ job has been described in the Scope of Work in Section III of RFP.</p> <p>1.4 The date, time and address for submission of the bid have been given in Data Sheet at Part II of Section-II of RFP.</p> <p>1.5 Interested Bidders are invited to submit the documents for Pre-Qualification, Technical Bid and Financial Bid, strictly as per Part V of Section II -"Instructions on Bid Preparation and document Check List".</p> <p>1.6 The Purchaser is not bound to accept any or all the bids, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p>
Only one Bid	<p>1.7 A Bidder shall submit only one Financial Bid. If a Bidder submits or participates in more than one bid, such bids shall be disqualified.</p>
Bid Validity	<p>1.8 The Part II of Section-II 'Data Sheet' indicates the period for which the Bidders' Bid must remain valid after the submission date.</p>
Consortium	<p>1.9 Bids received from Consortiums will not be considered. Such bids shall be termed as 'invalid'</p>

Tenure of Contract	<p>1.10 The tenure of the Contract shall be as specified in 'Data Sheet' at Part-II of Section-II.</p> <p>1.11 Extension of the contract: The contract may be extended as specified in 'Data Sheet' at Part –II of Section-II.</p> <p>1.12 Termination of the contract: Notwithstanding the allocation of the volume of work during the Contract period and/or tenure of Contract, the UIDAI, without prejudice or liability, reserves the right to terminate the contract.</p>
2. Clarification and Amendment of RFP Document	<p>2.1 Bidders may request a clarification in the RFP document up to the number of days indicated in 'Data Sheet', before the bid submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Purchaser's address indicated in the Schedule.</p> <p>2.2 At any time, before the submission of Bids, the Purchaser may amend the RFP by issuing an addendum/ corrigendum in writing or by standard electronic means. The addendum/ corrigendum shall be sent to all Bidders and will be binding on them.</p>
3. Preparation of Financial bid	<p>3.1 The preparation of the Financial Bid as well as all related correspondence exchanged by the Bidders and the Purchaser, shall be in English</p> <p>3.2 The Financial Bid shall be prepared using the attached Standard Forms (Annexure-I and Annexure-II). It shall include all costs associated with the Service/Assignment. The financial bid shall not include any conditions attached to it and any such conditional financial bid shall be summarily rejected.</p>
Taxes	<p>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.</p>
	<p>3.4 Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example: Rs.00.00)</p>

4. Earnest Money Deposit (EMD)	4.1 Earnest Money Deposit: <ol style="list-style-type: none"> 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 Bharati Building, New Delhi-110001. The Bank Guarantee should be valid for 90 days from the date of closing the bids. II. Bid not accompanied by EMD shall be rejected as non-responsive. III. 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 back within 45 days of signing of the contract.
4.2 Forfeiture of EMD	<p>The entire EMD shall be forfeited by the Purchaser in the following events:</p> <ol style="list-style-type: none"> I. If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof. II. If the Bid is varied or modified in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof. III. If the Bidder tries to influence the evaluation process. IV. If the Bidder/s selected as 'Suppliers' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).

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.
6. Performance Bank Guarantee	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 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.

8. Submission, Receipt, and Opening of Bids	<p>8.1 The original Financial Bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidders themselves. The person who signed the Bid must initial such corrections. Use of correction fluid is strictly prohibited.</p> <p>8.2 An authorized representative of the Bidders shall initial/sign all pages of the original Financial Bid. The authorization shall be in the form of a written power of attorney accompanying the Financial Bid or in any other form demonstrating that the representative has been duly authorized to sign. The signed Financial Bid shall be marked "ORIGINAL FINANCIAL BID".</p> <p>8.3 For instructions on bid preparation and checklist of documents required for bid submission please refer Part-V of Section-II.</p> <p>8.4 The Purchaser shall not be responsible for misplacement, losing or premature opening, if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Bid rejection. If the Financial Bid is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Bid non-responsive.</p>
	<p>8.5 The Bids must be sent to the address as indicated in Part-II 'Data Sheet' and received by the Purchaser not later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2 of this Part. Any bid received by the Purchaser after the deadline for submission shall be returned unopened.</p>
9. Right to Accept/Reject the Bid	<p>Purchaser reserves the right to accept or reject any Bid and to annul the RFP process and reject all such bids at any time prior to award of contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision.</p>

10. Public Opening and Evaluation of Financial Bids	<p>10.1 Financial bids shall be opened publicly on the date & time specified the Schedule, in the presence of the Bidders' representatives who intend to attend.</p> <p>10.2 The Purchaser reserves the right to correct any computational errors.</p> <p>10.3 Award of contract and distribution of volumes among the qualified bidders will be done as per the process defined in Part-IV of Section-II.</p>
11. Dis-qualification	<p>Purchaser may at its sole discretion and at any time during the evaluation of application, disqualify any applicant, if the applicant:</p> <ul style="list-style-type: none"> (i) Submitted the application after the response deadline; (ii) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements; (iii) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years; (iv) Submitted an application that is not accompanied by required documentation or is non-responsive; (v) Failed to provide clarifications related thereto, when sought; (vi) Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member; (vii) Was declared ineligible/blacklisted by the Government of India/State/UT Government; (viii) Is in litigation with any Government department in India.

12. Award of Contract	<p>12.1 The Purchaser shall issue a 'Letter of Intent' to the selected Bidders after acceptance of the Work Plan.</p> <p>12.2 The Bidders will sign the contract as per the standard form of Contract in Annexure III within 15 days of issuance of the letter of intent.</p> <p>12.3 The Bidders are expected to commence the assignment within 30 days of signing of Standard Contract. In case the winning Bidder fails to start the assigned work within 30 days of signing of contract, then the Purchaser will exercise the right to cancel the award of work to the lowest bidder and negotiate with the next lowest bidder, as the case may be, for award of work.</p>
13. Termination of Contract	Notwithstanding the duration of the contract/ allocation of volume of work, the termination of the Contract is subject to the conditions as stipulated in Para 2 of General Conditions of Contract.

PART-II: DATA SHEET:

Paragraph Reference	Details
1.4	<p>Name and Details of Purchaser:</p> <p>The Director General Unique Identification Authority of India 3rd floor, Tower II, Jeevan Bharati Building, Connaught Circus, New Delhi 110001</p>
1.4	<p>The Bid submission address is:</p> <p><i>“Printing of Aadhaar Documents”</i></p> <p>Assistant Director General - Logistics Unique Identification Authority of India 9th Floor, Tower-I, Jeevan Bharati Building, Connaught Circus, New Delhi 110001</p> <p>(Financial Bid and supporting documents in sealed envelopes, EMD and Tender Fee, as per the procedure defined in Part-V of Section-II must be submitted no later than the date and time specified in Schedule provided in the Data Sheet.</p>
1.8	Bids must remain valid for 90 days after the closing date of bid.
1.10	<p>Tenure of Contract:</p> <p>The contract shall be in force for two years or till the time the allocated volume of work is completed satisfactorily, whichever is less, subject to adherence to time lines/time frame and as per the terms and conditions of RFP.</p>
1.11	<p>Extension of Contract:</p> <p>The contract may be extended by a period of one year or part thereof, subject to satisfactory performance by the Bidder.</p>
2.1	<p>Clarifications may be requested not later than the date defined in the Schedule. Clarifications may be e-mailed (only) to the following address: letter@uidai.gov.in (The clarifications will be given on the UIDAI website only). The address is www.uidai.gov.in</p>

4.1 (I)	Amount of EMD is Rs.25 Lakh (Rs. Twenty Five Lakh only).		
5.	Tender Fee is Rs.25,000/- (Rs. Twenty five thousand only).		
6.	Performance Bank Guarantee will be 10% of the allocated volume of work.		
8.	Schedule for RFP		
	S.No.	Activity	Date
	1.	Date of issue of the RFP	15.01.2013
	2.	Pre-Bid conference (11.30 hrs)	21.01.2013
	3.	Last date for submission of written Queries (1700 hrs)	26.01.2013
	4.	Date for issue of clarifications	30.01.2013
	5.	Last date for submission of bids (15.00 hrs.)	26.02.2013
	6.	Opening of pre-qualification sheets (15.30 hrs.)	26.02.2013
	7.	Technical Evaluation Visit by UIDAI team at bidders premises for confirmation of technical details submitted by the bidder	
	8.	Technical Evaluation Ends	08.03.2013
	9.	Opening of Financial offers (11.30 hrs.)	12.03.2013
	10.	Submission of applications for Matching Discovered Rate Starts <i>(after completion of stage 8 above)</i>	12.03.2013
	11.	Submission of applications for Matching Discovered Rate Ends (15.00 hrs.)	14.03.2013
	12.	Date of declaration of Bid Matching result (15.30 hrs.)	14.03.2013

PART-III: ELIGIBILITY CRITERIA:**TABLE 1. CRITERIA FOR PRE-QUALIFICATION:**

1	Name of the Bidder			
2	Mailing address			
3	Telephone and Fax Number			
4	E-mail address			
5	Name and designation of the person authorized to make commitments to UIDAI <i>(Certificate of Authority to be provided)</i>			
6	Year of establishment and constitution of firm			
7	Other financial activities of the firm/company			
S.No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
1	Company registered in India under the Companies Act 1956	Certificate of Incorporation/ Registration		
2	Average overall annual turnover of at least Rs.25.00 crore (Rupees Twenty five crore only) from the core printing operations within India only, during the previous three financial years (2009-2010, 2010-2011, 2011-2012)	Audited/ Certified financial statements & annual report for 2009-2010, 2010-2011, 2011-2012. In case revenue from printing activity is not mentioned explicitly, a Certificate from the statutory auditors of the company qualifying the revenue.		

3	Should not have defaulted on any bank/institutions' loans in the past	<i>Certificate from statutory auditor</i>		
4	Should not have defaulted in payment of statutory dues or liabilities	<i>Certificate from statutory auditor</i>		
5	Should have filed income tax returns for the three financial years (2009-2010, 2010-2011, 2011-2012).	<i>Copy of the IT returns for 2009-2010, 2010-2011, 2011-2012 duly acknowledged by Income-Tax department</i>		
6	Should not have been blacklisted by any government agency/department at any point of time.	<i>Certificate from statutory auditor</i>		
7	Should have an 'installed capacity' of not less than 5.00 lakh per day in printing, enveloping and handling of similar Letters and delivery at the designated point/s.	<i>Self-certification</i>		
8	Experience of Variable Data Printing with Bar Code will be essential.	<i>Copy of Award letter or work order</i>		

TABLE 2. TECHNICAL EVALUATION CRITERIA

S.No.	Criteria	Max. Score	Marks	Documents required
1	Capability and Profile	35		
1.1	Infrastructure Quality – Land available, free & utilized space, connectivity, physical security etc.		10	
1.2	Quality of Machines – Automation, computerization, production in volumes and integration of processes		15	
1.3	Quality/experience of Technical personnel		10	
2	Past experience of the Firm	35		
2.1	Turnover from similar work from operations within India		15	
2.2	Number & Value of similar works executed		10	
2.3	Size in terms of value in INR of single largest domestic customer supported		10	
3	Proposed Methodology	30		
3.1	Printing solution and article tracking availability		5	
3.2	Quality of proposed MIS		8	
3.3	Data Security		7	
3.4	Innovation and features beyond proposed requirements		5	
3.5	Proposed ramp-up plan		5	
		100	100	
All bidders who meet the Pre-Qualification criteria may be invited to make a 30 minute Presentation. The presentation must contain the details on the subjects given above.				
The UIDAI reserves the right to visit any or all of the short-listed bidders for a physical verification of stated capacities and capabilities. Discrepancy between stated capacity/capabilities and site verification shall result in immediate disqualification.				

PART-IV: SELECTION PROCESS:

1. EVALUATION OF PROPOSALS:

The evaluation of the proposal will be done in 3 parts:

1.1 Preliminary Scrutiny: Each proposal will be scrutinized by a Screening Committee of UIDAI to determine whether the documents have been properly signed, all relevant papers submitted and the proposal is in order. Proposals not conforming to such requirements will be prima facie rejected.

1.2. Pre-Qualification: The minimum qualifying criteria mentioned in Table-1 at Part-III of Section-II will need to be met to be considered for technical evaluation.

1.3. Technical Evaluation:

(a) The bid will be evaluated based on the weightings and parameters detailed in Table-2 at Part-III of Section-II. Based on the 'Evaluation Parameters', points shall be awarded and Total Technical Score (TS) computed for each bid. It is mandatory for the Bidders to secure minimum qualifying points of 75 on overall maximum score.

(b) All bidders who meet the Pre-Qualification criteria, may be invited to make a maximum of 30 minute Presentation, as part of the Technical Evaluation as indicated in Table-2 at Part-III of Section-II. The presentation must contain a video of the actual printing facilities available (as per the requirement of this RFP) at the proposed site/s. Two copies of Presentation (properly marked two CDs) will have to be submitted at the time of submission of bid.

(c) In order to qualify as defined hereunder as 'Technically Qualified Bidder' (TQB), the bidders should have scored a minimum of 75 marks. Only TQBs will be considered for Commercial Evaluation.

(d) UIDAI officials shall visit the site/facility of the Technically Qualified bidder for evaluation of Technical details submitted by the

bidder. Misrepresentation/falsification of details submitted shall render the bidder disqualified.

2. SELECTION OF FIRMS:

2.1 The Financial Bids of only the 'Technically Qualified Bidders' will be opened.

2.2 It is envisaged to engage 3 (three) firms for the services.

2.3 The volume of the work will be divided as under:

1	L1 (Discovered Rate)	50%	Min. Daily output 5 lakhs
2	Matching L2	30%	Min. Daily output 4 lakhs
3	Matching L3	20%	Min. Daily output 3 lakhs

2.4 Bids received will be arranged from Lowest Cost (L1) to highest cost.

2.5 The lowest rate L1, received from a qualified bidder will be treated as the **"Discovered Rate"**.

2.6 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.

2.7 In case, L2 is unable to match the rate quoted by L1, the option shall passed to L3, this process will be repeated moving from L3 to L4 and so on, till two more successful bidders emerge, each offering the service at the discovered rate.

2.8 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, as per dates indicated in the Para II of Section II of this RFP.

2.9 In cases of a tie:

(A) In case of a tie between 2 bidders at L1 level (Discovered Rate) the total volume allocated for L1 and L2 will be split equally between the tied L1 bidders. Remaining qualifying bidders will be treated as L3.

- (B) In case of a tie among 3 or more bidders at L1 level, the 100% of the volume allocated for L1, L2 and L3 will be split equally among them. No further bid will be considered for L2 to L3.
 - (C) In case of a tie between 2 qualifying bidders at L2 level, the total quantity allocated for L2 and L3 will be shared equally between them.
 - (D) In case of a tie between 3 or more bidders at L2 level, the total quantity allocated for L2 and L3 will be shared equally between the qualifying bidders at L2 level.
 - (E) In case of a tie between two or more bidders at the L3 level, the quantity allocated for L3 will be shared equally amongst the qualifying bidders.
- 2.10. In case a total of three qualifying firms are not identified by the bid process, the balance volumes NOT allocated will be shared equally amongst all qualifying bidders.
- 2.11. The UIDAI reserves the right to call for a second bid process to select a total of three firms for execution of the project.

PART-V: BID PREPARATION AND DOCUMENTS CHECKLIST:

1. FINANCIAL BID FORMS

The bidder shall quote the **total per unit cost of a 'Document'** for providing services as per the Scope of Work given in Section III which shall include all the statutory taxes, levies, duties etc. The **total per unit cost of a 'Document'** quoted shall also be inclusive of all costs for providing other additional services specified in the 'Scope of Work'. The total cost quoted shall be inclusive of all incidental expenses. The 'Cost' should also be inclusive of all taxes, such as, but not limited to, VAT, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract.

2. FINANCIAL BID COVERING LETTER

The Bidders shall submit the Financial Bid Covering Letter as given in Annexure I.

3. FINANCIAL BID FORM

The Bidders shall submit 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	One SEPARATE sealed envelope, clearly marked " PRE-QUALIFICATION " containing the following: - List as per Table -1 of Part-III. Supporting Documents as per Table -1 of Part-III. Envelope containing the EMD.	

2.	Technical Evaluation Criteria	<p>One SEPARATE sealed envelope, clearly marked "TECHNICAL EVALUATION" containing the following: -</p> <p>List as per Table -2 of Part-III.</p> <p>Supporting Documents as per Table-2 of Part-III.</p> <p>Two properly marked CDs containing the presentation.</p>	
3.	Commercial Bid	<p>One SEPARATE sealed envelope, clearly marked "COMMERCIAL BID" containing the commercial bid filled out in the formats as specified in Annexures- I & II of Section-V.</p>	
4.	ORIGINAL and COPY envelopes	<p>All of the envelopes specified in line items 1, 2 and 3 need to be placed in one larger sealed envelope. Two such large envelopes each containing line items 1,2 and 3 need to be prepared. One marked as "ORIGINAL - Bid for Printing of Aadhaar Documents" and other marked as "COPY - Bid for Printing of Aadhaar Documents".</p>	
5.	One Single Envelope	<p>The two envelopes as specified in line item 4 needs to be put into one larger sealed envelope and marked as "Bid for Printing of Aadhaar Documents".</p> <p>This envelope shall also contain the fee for Bid.</p> <p>This is the final form of the tender document that will be submitted at the address specified in Data Sheet – Part II of Section-II.</p>	

Note: *It is desired from the bidders that all the envelopes are properly marked and sealed as indicated above and also indicates the name of the bidder firm. All the documents must be properly tagged and indexed.*

SECTION-III

SCOPE OF WORK

PART-I: DESCRIPTION OF SERVICES

GENERAL

UIDAI estimates to print approximately 85 Crore Aadhaar Documents up to 2014 at rate of approximately 12 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% more per day printing capacity than the existing capacity within 4 weeks of intimation of the same by UIDAI. 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.

RECEIVING OF DATA FROM UIDAI

The data for printing shall be provided to the supplier 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 Supplier shall provide a dedicated leased line between the print facility/facilities and the Data Center of UIDAI at Bangalore. 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 (Simple File Transfer Protocol). The SFTP download/upload client shall be provided or specified, as the case maybe, by the UIDAI to the supplier and the supplier shall install the same SFTP client at its printing premises and use it for download/upload of data from/to UIDAI. The so installed SFTP client shall be used exclusively for UIDAI work.

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.

SECURITY OF DATA

Ensuring Security of electronic data provided by the UIDAI is of paramount importance. In addition to the standard guidelines of the Government of India on Data Security, the Security Guidelines issued by UIDAI on the subject needs to be followed. Any other instructions on Data Security issued by the UIDAI from time to time will have to be adhered strictly.

The data received by supplier will be digitally encrypted by UIDAI. The Digital Certificate required for data encryption will be procured by the supplier and its public key shared with UIDAI. The preferred digital certificate should be RCAI class 3 digital certificate issued by Certifying Authority in India who is licensed by the Controller of Certifying Authority. Its public key shall be provided to UIDAI for encrypting the data. The public key should not be less than 1024 bits in length.

PROCESSING OF DATA RECEIVED FROM UIDAI

The supplier shall be provided Aadhaar Documents in 3 (Three) varieties viz:

1. Enrollment Document (New Aadhaar Enrollment Document)
2. Update Document (Enrollment Updated/Modified Aadhaar Document)
3. Rejection Document (Enrollment Rejection Document)

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

The Supplier shall deploy defensive check mechanisms for verifying the integrity of data received from UIDAI. The supplier 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 from printing. The Reason for skipping records shall be specified by

UIDAI. MIS for such skipped file is to be prepared in the format as specified in Appendix – B and submitted to UIDAI on daily basis.

SORTING OF DATA

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

The supplier shall collate the data provided by UIDAI on the "Family Mode" i.e. the records of all the Residents belonging to one family shall be collated and grouped together for printing.

For collating the data provided for printing on the "Family Mode", a "Family Identifier" shall be provided in the data file. All the residents having the common "Family Identifier" will be grouped together and their documents will be processed and printed together. If any record/s does not have the "Family Identifier" the same shall be treated as 'Individual' record/s and is to be processed and printed individually.

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

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

PRINTING OF AADHAAR DOCUMENT

The Aadhaar Documents and the 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 except for Aadhaar Rejection Documents which shall be printed on Black & White variable process. The variable data would include all official languages of India. The supplier will be required to print documents in all languages official languages of India.

Also, the printing of Aadhaar documents will be done on 'Family' basis i.e. all the documents of 'One Family' are printed together where a "Family Identifier" is be provided in the data file. However, if any record/s does not have the "Family Identifier" the same shall be treated as 'Individual' record/s and is to be printed individually.

ON-REQUEST PRINTING

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.

LAMINATION, ENVELOPING AND HIGH SPEED SCANNING

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

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

The enveloping/insertion process needs to be completely automated. Since the printing of Aadhaar Documents may be on 'Family' basis, the enveloping of such printed document will also be on 'Family' basis i.e. all the documents of 'One Family' are inserted in the same envelope. The maximum number of documents per envelope shall be 6 (six). Documents of families having more than 6 (six) members need to be split into the multiples of 6 (six) documents per envelope and thereof. The Supplier is to ensure that the full delivery address, dispatch barcode and the tracking barcode are visible through envelope window after document insertion into envelope. No other information shall be visible through the envelope window.

For Aadhaar Rejection document the Supplier will be required to perform fabrication of the 'Aadhaar Inland Document' including folding, pasting and perforations.

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

MODE OF DISPATCH

The dispatch of Aadhaar documents may be through any of the below mentioned modes:

- 1. Speed Post service of Department of Posts**
- 2. First Class Franked Mail service of Department of Posts**
- 3. Private Courier Service**

UIDAI will specify the 'Dispatch Mode and the 'Delivery Partner' for the document dispatch and delivery.

SPEED POST

The dispatch of the Aadhaar Documents through the Speed Post is done by the Department of Posts. The documents are booked for Speed Post dispatch under the BNPL (Book Now Pay Later) scheme of the Department of Posts.

The supplier will be required to register itself/printing premises with the Department of Posts for BNPL facility and issuance of unique EMS (Express Mail Service) barcode series. UIDIA shall facilitate such registration of the supplier with the Department of Posts and issuance of EMS barcode.

For each Aadhaar document printed, corresponding to an EID (Aadhaar Enrollment Identification) number, a unique document tracking barcode will be printed by the supplier on every individual document. In addition to the unique document tracking barcode, an EMS/Speed Post barcode will also be printed on Aadhaar documents which are to be dispatched through the Speed Post mode. As such, all the Aadhaar documents which will be dispatched through the Speed Post mode shall be printed with 2 (two) barcodes, one unique document tracking barcode and the other EMS/Speed Post barcode. However in case of "Family Mode" printing there shall be only one (1) EMS/Speed Post barcode printed per collation and which shall be printed on the topmost document, clearly visible from the envelope window.

Such Pincode-wise grouped and printed documents will be bundled and bagged together and presented by supplier for dispatch to the Department of Posts for booking and dispatch by Speed Post.

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

An electronic file, uniquely mapping an EID (Aadhaar Enrollment Identification) number or numbers in case of 'Family' collation to its

EMS/Speed Post barcode number, will need to be generated by the supplier. This file called the 'Booking File' will be shared with the Department of Posts on a daily basis for booking and dispatch of Aadhaar documents.

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

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

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

FIRST CLASS FRANKED MAIL

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

Each document will to be franked on Digital Franking machine with applicable postage rate. For undertaking the franking activity, the supplier shall be provided a flat fee of 3% of discovered rate for printing of Aadhaar documents. The postage charges will be borne by UIDAI including any incidental changes like handling, etc.

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

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

The proof of hand over of Aadhaar documents to the Department of Posts by the supplier 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

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

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

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

In addition to the unique document tracking barcode; a courier service barcode will also be printed on Aadhaar documents which are to be

dispatched through the courier mode. As such, all the Aadhaar documents which will be dispatched through the courier mode shall be printed with 2 (two) barcodes, one unique document tracking barcode and the other courier service barcode. However in case of “Family Mode” printing there shall be only one (1) courier service barcode printed per collation and which shall be printed on the topmost document, clearly visible from the envelope window.

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

The proof of hand over of Aadhaar documents to the courier service provider by the supplier for dispatch will be receipt of signed / acknowledged ‘Dispatch Manifest’ from the Department of Posts.

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

If the Supplier (supplier) provides the required space, the courier service provider may establish its collection facility within the supplier’s (printing) premises.

MIS REPORTS

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

possible online. Formats of such report shall be specified by UIDAI. The supplier shall provide the Web access of this facility to UIDAI.

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

Apart from online portal, the supplier 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 supplier.

PART-II: SERVICE LEVEL AGREEMENT

1. The purpose of this Service Level Agreement (SLA) is to clearly define the levels of service which shall be provided by the Supplier to the Purchaser for the duration of this Contract.
2. The benefits of this SLA are to:
 - (i) Trigger a process that draws the Purchaser and Supplier management's attention to some aspect of performance when that aspect drops below an agreed upon threshold or target.
 - (ii) Makes explicit the expectations that Purchaser has for performance.
 - (iii) Helps Purchaser control the levels and performance of Supplier's services.
3. The Purchaser may initiate an interim review to check the performance and the obligations of the supplier and, in case desired, review and revise the SLA. The Purchaser reserves the right to revisit the SLAs at a later date based on the learning from past experience and stabilization of operations. The Purchaser also reserves the right to waive or relax part or whole of SLA applicable for the duration or to the specific supplier.
4. The Purchaser or its designated officials shall have the right to conduct quality and process audit of the Supplier, at any point of time, in respect of SLA or any other parameters at any time without prior notice.
5. The Supplier shall submit reports on the SLA and key parameter defined in this Section to the Purchaser in accordance with the specified formats and reporting periods. The Purchaser may ask the Supplier to provide clarifications on these reports as well as the measurement tools and processes utilized by the Supplier for reporting. The Purchaser should have full access to check the status/report at any time. The Supplier shall extend full cooperation for conducting such audits.

6. All SLAs are defined with reference to the daily printing output for selected supplier. The current tracking assumes a total daily quantity of 12 lakh Documents per day distributed across three (3) suppliers as per the volumes and daily print output indicated in the Clause 2.3 of Part-IV of Section-II.
7. Each supplier is expected to have the ability to ramp up to 25% more per day printing capacity than the existing capacity within 4 weeks of intimation of the same by UIDAI. After the expiry of so intimated 4 weeks, the SLA shall be enhanced / calculated on the basis of increased daily printing output/capacity.
8. Non-availability of sufficient data from the UIDAI will be treated as an exception. Sufficient data will be made available to the supplier by the UIDAI. However, at times, there may be occasions when UIDAI is unable to provide sufficient data. In such cases the applicable penalty shall be calculated on pro-rata basis of the data provided by UIDAI for the duration of applicable SLA.
9. The volume (number of documents) shortfall from the monthly target printing output shall be deducted from the Suppliers volume allocation, as indicated in the Clause 2.3 of Part-IV of Section-II, and shall be placed in the reserve quota. The right to allocating the reserve quota is reserved with UIDAI and the supplier shall have no claim on it. UIDAI may allocate part or whole of such reserved volume to any of the supplier based on his performance.

A. SERVICE LEVEL AGREEMENT:

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

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 Quarterly output as under:

TABLE-1

Serial No.	Activity	Benchmark
1.0	Electronic data download, printing, enveloping, bagging and handover of daily printing output of Aadhaar Documents to the delivery partner per day.	Minimum Quarterly output: 1. L1 – 375 LAKH 2. L2 – 300 LAKH 3. L3 – 225 LAKH

2. Penalty for variation from benchmark

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

TABLE-2

Sr. No.	% Deviation from Benchmark	Percent Penalty Slab
1	From 0% to 5%	0 %
2	From 5.1% to 20%	25 %
3	From 20.1% to 30%	30 %
4	From 30.1% to 40%	35 %
5	From 40.1% to 50%	40 %
6	More than 50%	50 %

C. Critical Errors:

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

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

- a) Re-print the entire document print batch, the cost of which shall be borne by the Supplier.
- b) Delivery cost of all the documents in the print batch shall be borne by the Supplier.
- c) Send an apology document to the Resident, as per the specifications of the IEC material or as specified / approved by UIDAI, the cost of which shall be borne by the Supplier.
- d) In addition, there shall be a penalty of 25 times of the discovered printing price per document for every document reported with critical error.
- e) The Supplier shall also analyze the root cause of error(s) occurred and implement Corrective Measures within 10 days of report. Objective evidence of corrective measures needs to be provided to the Purchaser.

SECTION-IV

GENERAL AND SPECIAL CONDITIONS OF CONTRACT

PART-I

1. GENERAL PROVISIONS

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in India.</p> <p>(b) “Purchaser” means the entity purchasing the services under this Contract</p> <p>(c) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the contract documents referred to therein, including all the attachments, appendices, annexure, and all documents incorporated by reference therein</p> <p>(d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause GC 6, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract</p> <p>(e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.</p> <p>(g) “GC” means these General Conditions of Contract.</p> <p>(h) “Government” means the Government of India.</p> <p>(j) “Supplier” means any private or public entity that will provide the Services to the Purchaser under the Contract. The Supplier is the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement.</p> <p>(l) “Party” means the Purchaser or the Supplier, as the case may be, and “Parties” means both of them.</p>
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	<p>(m) “Personnel” means persons hired by the Bidder and assigned to the performance of the Services or any part thereof.</p> <p>(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.</p> <p>(o) “Services” means the work to be performed by the Supplier pursuant to this Contract, as described in Scope of Work at Section-III of RFP hereto.</p> <p>(p) “Bidder” means the entity bidding for the services under the Contract.</p> <p>(q) “Resident” means normal resident of India.</p> <p>(r) “UIDAI” means Unique Identification Authority of India.</p> <p>(s) “In writing” means communication in written form with proof of receipt.</p>
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 Supplier. The Supplier, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
1.3 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
1.4 Language	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	
1.5.1	Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
1.5.2	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 SC.

1.6 Location	The Services or printing of documents shall be performed at such locations, as the Purchaser may approve.
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 Bidder may be taken or executed by the officials specified in the SC.
1.8 Taxes and Duties	The Supplier and their Personnel shall pay all such direct and indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India.
1.9 Fraud and Corruption	
1.9.1 Definitions	<p>It is the Purchaser's policy to require that the Purchaser as well as Suppliers observe the highest standard of ethics during the selection and execution of such contracts. The Purchaser also requires that the Supplier does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance. In pursuance of this policy, the Purchaser:</p> <p>(a) defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;</p> <p>(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the Purchaser; and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition</p> <p>(iii) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, noncompetitive levels;</p>

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

	<p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p> <p>(h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p> <p>(i) in the event of an inconsistency between the terms of this Contract and the Bid document and the Proposal, the terms of this Contract hereof shall prevail.</p>
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2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effective-ness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SCC. The date, the Contract comes into effect is defined as the Effective Date.
2.2 Termination of Contract for Failure to Become Effective	
2.2 (a) Termination of Contract for Failure to Become Effective	If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
2.2 (b) Termination of Contract subject to necessary approvals	Notwithstanding the duration of the contract stated in GC 2.4, the UIDAI, without prejudice or liability, reserves the right to terminate the contract at any time.

2.3 Commencement of Services	The Supplier shall begin carrying out the Services within 45 days as the Effective Dates specified in the SC.
2.4 Expiration of Contract	Unless terminated earlier pursuant to Clause GC 2.3 hereof, this Contract shall expire at the end of such time period, after the Effective Date or after the agreed volume/quantity has been delivered, as specified in the SC.
2.5 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.
2.6 Modifications or Variations	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>(b) In cases of substantial modifications or variations, the prior written consent of the Purchaser is required.</p>
2.7 Force Majeure	
2.7.1 Definition	<p>a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non- performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been</p>

	<p>expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
2.7.2 No Breach of Contract	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
2.7.3 Measures to be Taken	<p>(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier, upon instructions by the Purchaser, shall either:</p> <p>(i) immobilize,; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Supplier shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.</p> <p>(d) In the case of disagreement between the Parties as to</p>

	the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.
2.8 Suspension	The Purchaser may, by written notice of suspension to the Supplier, suspend all payments to the Supplier hereunder if the Supplier fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Supplier to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Supplier of such notice of suspension.
2.9 Termination	<p>The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (k) of this Clause GC 2.9.1. In such an occurrence the Purchaser shall give a not less than thirty (30) days' written notice of termination to the Supplier.</p> <p>(a) If the Supplier does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.</p> <p>(b) If the Supplier becomes (or, if the Supplier consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(c) If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>(d) If, as the result of Force Majeure, the Supplier are unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(e) If the Supplier submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.</p> <p>(f) If the Supplier places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p>

	<p>(g) If the Supplier fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The UIDAI may decide to give one chance to the Supplier to improve the quality of the services.</p> <p>(h) If the Supplier has been blacklisted by the UIDAI or disqualified for any reason.</p> <p>(i) If the Supplier fails to fulfill its obligations under Clause G.C 3.3 hereof.</p> <p>(j) If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</p> <p>(k) In the event of Supplier found :</p> <ul style="list-style-type: none"> (i) Sub-contracting of work/services (ii) Provided incorrect information to UIDAI. (iii) Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose. <p>l) If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p> <p>m) In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause GC Clause 2.9.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>n) Save otherwise, UIDAI reserves the right to amend, change, waive, alter or delete any of the clause(s) under Conditions of Contract or Special Conditions of Contract.</p>
2.9.2 Cessation of Rights and Obligations	<p>Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except:</p>

	<ul style="list-style-type: none"> (i) such rights and obligations as may have accrued on the date of termination or expiration; (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof; (iii) the Supplier's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.5 hereof; and (iv) any right which a Party may have under the Law.
2.9.3 Cessation of Services	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Supplier 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 Supplier and equipment and materials furnished by the Purchaser, the Supplier shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.</p>
2.9.4 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1, the Purchaser shall make the following payments to the Supplier:</p> <ul style="list-style-type: none"> (a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (g), (i), k(i) to K(iii) and remuneration pursuant to Clause GC 6.3(c)(i) hereof for Services satisfactorily performed prior to the effective date of termination; (b) If the agreement is terminated pursuant of Clause GC 2.9.1 (a) to (c), (e), (f), (h), (j), the Supplier shall not be entitled to receive any agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause GC 9 of this agreement. The Supplier will be required to pay any such liquidated damages to Purchaser within 30 days of termination date.

2.9.5 Disputes about Events of Termination:	If either Party disputes whether an event specified in Clause GC 2.9.1 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
2.10 Extension of Contract	The contract may be extended for a period as required by the Purchaser based on mutual agreement.

3. OBLIGATIONS OF THE SUPPLIER

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

	to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by the UIDAI.
3.4 General Confidentiality	Except with the prior written consent of the Purchaser, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from UIDAI in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.5 Insurance to be Taken Out by the Supplier	The Supplier (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.6 Accounting, Inspection and Auditing	<p>(a) The Supplier (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be.</p> <p>(b) The Purchaser shall have the right to carry out inspection checks, audits of the Supplier's premises and/ or locations, facilities, or point of delivery of services performed under this contract.</p> <p>(c) The Purchaser shall have the right to carry out scheduled/ un- scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Supplier.</p>
3.7 Sub-contracting	The Supplier shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract.

3.8 Reporting Obligations	The Supplier shall submit to the Purchaser the reports and documents specified in Appendix C hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
3.9 Rights of Use	All rights of use of any process, product, service, or data developed, generated, or collected, received from UIDAI or any other task performed by the Supplier under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Supplier shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.
3.10 Safety & Security of Data, Premises, Location/ site	<p>(a) The Data provided by the Purchaser to the Supplier, for printing of letters, is the property of the Purchaser. The Supplier shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.</p> <p>(b) The Supplier shall not use the information, the name or the logo of the Purchaser and or Government of India except for the purposes of providing the services as specified under this contract.</p> <p>(c) The Supplier shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser.</p> <p>(d) The Supplier shall follow the Security Guidelines issued by UIDAI.</p> <p>(e) Data Retention period shall be defined and reviewed for adequacy at least every three months jointly by the Purchaser and the Supplier.</p> <p>(f) Certificate of 'Data deletion' to be provided by the Supplier, at the time of raising periodic bills.</p> <p>(g) The Supplier would be governed by the provisions of the Law of the Land, including but not limited to the IT Act, the UIDAI Bill and other relevant Acts.</p> <p>(h) The Purchaser reserves the right to carry out third party Audits of the Supplier to ensure compliance of stated and implicit requirements.</p>

	(i) The rogue behavior of the employees of Supplier shall fall under the 'Unlimited liability' to the Supplier.
3.11 Equipment & Materials Provided by the Suppliers	Equipment or materials brought into India by the Supplier and the Personnel and used either for the Project or personal use shall remain the property of the Supplier or the Personnel concerned, as applicable.
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 Supplier shall not assign, in whole or in part, any of their obligations under this Contract.

4. SUPPLIER'S PERSONNEL

4.1 General	The Supplier 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 Supplier shall ensure that at all times during the Supplier's performance of the Services a project manager, acceptable to the Purchaser, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE PURCHASER

5.1 Assistance and exemptions	<p>Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall:</p> <p>(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(b) Provide to the Supplier and Personnel any such other assistance as may be specified in the SC.</p>
5.2 Change in the applicable Law Related to Taxes	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

and Duties	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 reimbursable expenses otherwise payable to the Supplier under this Contract shall not be increased or decreased.
5.3 Services, Facilities and Property of the Purchaser	<p>(a) The Purchaser shall make available to the Supplier and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix.</p> <p>(b) In case that such services, facilities and property shall not be made available to the Supplier as and when specified in Appendix D, the Parties shall agree on any time extension that it may be appropriate to grant to the Supplier for the performance of the Services .</p>
5.4 Payment	In consideration of the Services performed by Supplier under this Contract, the Purchaser shall make to the Supplier such payments and in such manner as is provided by Clause GC 6 of this Contract.
5.5 Counterpart Personnel	<p>(a) If required, the Purchaser shall make available to the Supplier free of charge such professional and support counterpart personnel, to be nominated by the Purchaser with the Supplier's advice, if specified in Appendix D.</p> <p>(b) Professional and support counterpart personnel, excluding Purchaser's liaison personnel, shall work under the exclusive direction of the Supplier. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Supplier that is consistent with the position occupied by such member, the Supplier may request the replacement of such member, and the Purchaser shall not unreasonably refuse to act upon such request.</p>

6. PAYMENTS TO THE SUPPLIER

6.1 Payment for Services	<p>(a) The Proof of Booking and Dispatch of Document shall be the upload of booking information on the 'Booking Portal' of the 'Delivery Partner'.</p> <p>(b) The Purchaser shall take into account the Proof of Dispatch (PoD) as base. The payment will be calculated after multiplying such number of Articles with the discovered rate (No. of Articles as per PoD in a particular month X Discovered rate).</p> <p>(c) The amount payable shall be finalized after taking into account the Penalties and Exemptions, if any applicable.</p> <p>(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.</p>
6.2 Currency of Payment	<p>All payments shall be made in Indian Rupees</p>
6.3 Terms of Payment	<p>The payments in respect of the Services shall be made as follows:</p> <p>(a) The Supplier shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved.</p> <p>(b) All payments under this Contract shall be made to the accounts of the Supplier specified in the SC.</p> <p>(c) In case of early termination of the contract, the payment shall be made to the Supplier as mentioned here with:</p> <p>(i) Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Supplier shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the rate as specified.</p>

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 life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.
8.2 Arbitration	(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. (b) the arbitration proceedings shall be held at New Delhi, India and language used in this proceedings shall be English.

9. LIQUIDATED DAMAGES

9.1	The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
9.2	The amount of liquidated damages for services under this Contract shall not exceed the Contract Price.
9.3	<p>(a) The liquidated damages shall be applicable as per the details and to the extent as given in Part-II of Section-III</p> <p>(b) Also, the Supplier is liable to the Purchaser for payment of penalty as specified in the SLA</p> <p>(c) If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements within 14 days of being informed by the Purchaser, the Purchaser shall be free to impose any penalty as deemed fit. In addition, the Purchaser shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Supplier.</p>

10. ADHERENCE TO RULES & REGULATIONS

10.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions	<p>(a) The Supplier shall comply with the provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time. All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the Supplier shall abide by these laws.</p> <p>(b) Access to the data centre/ data processing sites and Purchaser's locations shall be restricted to only essential personnel belonging to the Supplier who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the</p>
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	<p>Purchaser. The Supplier shall maintain a log of all activities carried out by each of its personnel.</p> <p>(c) The Supplier shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The Supplier shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.</p> <p>(d) The Supplier shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof) and the law providing the UIDAI statutory authority (when passed by parliament and brought into force).</p> <p>(e) The Supplier shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.</p> <p>(f) The Supplier shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.</p>
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11. LIMITATION OF LIABILITY

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

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

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

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.5	<p>The addresses are:</p> <p>Purchaser: <Designation></p> <p>Attention: <Address></p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Supplier: _____</p> <p>Attention:_____ Facsimile:_____ E-mail:_____</p>
1.6	The Services shall be carried out at the site/s as agreed to and approved by the Purchaser.
1.7	<p>The Authorized Representatives are:</p> <p>For the Purchaser: _____</p> <p>For the Supplier: _____</p>
2.1	The effective date of the Contract:
2.3	The date for the commencement of Services: Within 30 days from the signing of the contract between the Purchaser and the Supplier.

2.4	The time period shall be: 24 months Or till the delivery of services upto the agreed volume/quantity, whichever is earlier.
3.5	<p>The risks and the coverage shall be as follows:</p> <ul style="list-style-type: none"> (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 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 (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.
6.2	The amount is in Indian Rupees (INR)
6.3	<p>General terms and conditions of Payment Schedule</p> <ul style="list-style-type: none"> 1) All eligible payments shall be made by the Purchaser in favour of the Supplier 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. 3) Supplier shall obtain sign-off for each milestone completed from the Purchaser and raise invoice against the same. 4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 45 days of submission of invoice and subject to reconciliation of Printing & Dispatch of number of Documents claimed in 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 Supplier is

	<p>deficient in any manner in comparison to the prescribed standards, Purchaser shall be at liberty to withhold a reasonable portion of the payments due to the Supplier, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser under this contract.</p> <p>6) All payments under this Contract shall be made to the account of the Supplier with (Bank & A/c No.):</p>
8.2	The Arbitration proceedings shall take place in New Delhi in India and cost of Arbitrator / Arbitration to be borne by parties themselves.

SECTION-V

ANNEXURES AND APPENDICES

ANNEXURES:

- I. Financial Bid Covering Letter
- II. Financial Bid Form
- III. Standard Contract Form
- IV. Letter format for matching Discovered Rate
- V. Letter format for Inability to match Discovered Rate
- VI. Scanned copy of Aadhaar Document (Enrollment & Updated)
- VII. Scanned copy of envelope
- VIII. Scanned copy of Rejection Document.

APPENDICES:

- A. Specification of Aadhaar Enrollment/Update/Rejection Document and Envelope.
- B. Skipped file MIS format.
- C. Printing file MIS format.
- D. Form of Bank Guarantee Bond

ANNEXURE I**FINANCIAL BID COVERING LETTER**

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

To,

(Address)

Ref: Request for Proposal (RFP) Notification No. _____ dated _____

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notified vide F.No. _____ dated _____ for UIDAI Project, in full conformity with the said RFP document.
2. We, the undersigned, offer to provide services to UIDAI for carrying out the services for the Project UIDAI in accordance with your RFP.
3. We have read the provisions of the RFP document and confirm that these are acceptable to us. Hence, we are hereby submitting our Financial Bid.
4. We agree to abide by this RFP, consisting of this letter, financial bid and all requisite supporting documents, for a period of 90 days from the closing date fixed for submission of bid as stipulated in the RFP document.
6. We would like to declare that we are not involved in any litigation with any Government in India and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
7. We hereby declare that we have not been blacklisted by any Central/ State/ UT Government.
8. We hereby declare that we have not been charged with any fraudulent activities by any Central/ State/ UT Government.

9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
10. 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".
11. We understand that the UIDAI is not bound to accept any bid received in response to this RFP.
12. In case we are engaged by the UIDAI for executing the services, we shall provide any assistance/cooperation required by UIDAI/ auditing agencies appointed by it/ UIDAI officials for performing their auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
13. In case we are engaged as a Supplier, we agree to abide by all the terms & conditions of the Contract that will be issued by UIDAI.
14. The financial bid includes the cost of setting up and operating the services for printing of Aadhaar Documents and envelope, cost of providing additional services and performing all functions as per the scope of work defined in section III of the RFP .
15. The details of the work relating to printing of Identity Card/ security card/documents or any other type of related work awarded by other Government Department/Public Sector Undertaking are as under:

Government Department/ Public Sector Undertaking	Period of Contract	No. of Cards/Documents printed and posted	Per day average volume of cards/Documents printed and posted	Whether work completed to the satisfaction of the Deptt./PSU by whom the contract was awarded

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

Number of Documents (Aadhaar Document and envelope) per day	
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17. Our correspondence details with regard to this RFP are:

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

We remain,

Yours sincerely,

Authorized Signature [*In full as well as initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

ANNEXURE II**FINANCIAL BID FORM – Aadhaar Enrollment and Update Documents****Reference:** RFP document F.No. _____ Dated _____

1. Financial Bid indicating the total per unit cost of a document, that will be charged to UIDAI (inclusive of all statutory taxes and duties etc.) for the services required by the UIDAI is given in Table-1 below. The 'Cost' is also inclusive of all taxes, such as, but not limited to, VAT, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract.

All activities related to below mentioned service	Volume	Cost	Value
Enrollment/Update Aadhaar Document Printing & Dispatch	83,00,00,000		
Rejection Aadhaar Document & Dispatch	1,50,00,000		
Envelopes	35,00,00,000		

Authorized Signature : _____

Name and Title of Signatory: _____

Name of Firm: _____

ANNEXURE -III

STANDART CONTRACT FORM

THIS AGREEMENT is made on this _____(e.g.3rd) day of _____ (e.g. August) _____ (e.g. 2011), between

Assistant Director General

of Unique Identification Authority of India (UIDAI)

(hereinafter called “the Purchaser”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the one part, and

_____ (name of authorized signatory)

of _____ (name and Address of the firm/agency) (hereinafter called “the Supplier”) which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the other part.

WHEREAS the Purchaser had invited bids for certain Services, viz., “RFP for Printing of Aadhaar Documents” vide their bid document number F.No. _____ dated _____.

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

AND WHEREAS the Purchaser has accepted a Bid by the Supplier for the supply of those Services in the sum of Rs. _____ per article inclusive of all statutory taxes (hereinafter “the Contract Price”).

And in pursuance of having accepted the said bid the parties have agreed to enter into this agreement. We understand that all the conditions of the RFP, including those on allocation of volume, will be binding on us.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents (collectively referred to as “Contract Documents”) shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) Section-III Scope of Work
 - b) Section –IV Conditions of Contract;
- 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 Documents & Envelope
 - Appendix B: Skipped file MIS format
 - Appendix C: Printing file MIS format
 - Appendix D: Bank Guarantee Bond
4. The mutual rights and obligations of the Purchaser and the Supplier shall be as set forth in the Contract, in particular:
 - a) the Supplier shall carry out the Services in accordance with the provisions of the Contract; and
 - b) the Purchaser shall make payments to the Supplier in accordance with the provisions of the Contract.

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

For and on behalf of *[name of Purchaser]*

[Authorized Representative]

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

[Authorized Representative]

ANNEXURE - IV**Letter Format for Matching Discovered Rate in Schedule - X**

(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
Unique Identification Authority of India
2nd floor, Tower-I, Jeevan Bharati Building,
Connaught Circus,
New Delhi 110001

Reference: RFP document _____-Logistics dated_____.

Subject: Acceptance of Matching Discovered Rate.

Dear Sir,

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

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

To,

Assistant Director General
Unique Identification Authority of India
2nd floor, Tower-I, Jeevan Bharati Building,
Connaught Circus,
New Delhi 110001

Reference: RFP document _____-Logistics dated_____.

Subject: Rejection of Matching Discovered Rate.

Dear Sir,

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*: _____









Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

ANNEXURE -VI

Scanned copy of Aadhaar Document (Enrollment & Updated)

 	 
<p>भारतीय विशिष्ट ओळख प्राधिकरण भारत सरकार Unique Identification Authority of India Government of India</p>	<p>सूचना</p> <ul style="list-style-type: none"> ■ आधार ओळखीचे प्रमाण आहे, नागरीकत्वाचे नाही. ■ ओळखीचे प्रमाण ऑनलाईन अधिप्रमाणा द्वारे प्राप्त करा.
<p>नोंदविण्याचा क्रमांक / Enrollment No. : To,</p>	<p>टीप: मुलांचे वय 15 वर्षांचे झाल्यांतर बायोमेट्रिक वैशिष्ट्यांचे नूतनीकरण अवश्य करून घ्या.</p>
	<p>INFORMATION</p> <ul style="list-style-type: none"> ■ Aadhaar is proof of identity, not of citizenship. ■ To establish identity, authenticate online. <p>Note: Children on attaining 15 years of age need to update biometric information.</p>
	<p>आधार — सामान्य माणसाचा अधिकार</p> <ul style="list-style-type: none"> ■ आधार देशभरात मान्य आहे. ■ आधार भविष्यात सरकारी व खाजगी सेवांचे फायदे मिळविण्यास उपयुक्त आहे. ■ Aadhaar is valid throughout the country. ■ Aadhaar will be helpful in availing Government and Non-Government services in future.
<p>आपला आधार क्रमांक / Your Aadhaar No. :</p>	<p>भारतीय विशिष्ट ओळख प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA</p>
 	<p>आधार — सामान्य माणसाचा अधिकार</p> <p>1947 1800 180 1947</p> <p>help@uidai.gov.in</p> <p>www.uidai.gov.in</p> <p>P.O. Box No. 1947, Bangalore-560 001</p>

ANNEXURE -VII

Scanned copy of Aadhaar Envelope

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

“प्रेषक को वापस” करने से कारण पर
☒ सही का निशान लगायें:

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

☒ Tick mark the reason in case of “Returned to Sender”:

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





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



आधार — आम आदमी का अधिकार

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

ANNEXURE -VIII**Sample Aadhaar Rejection Document**

<p>← 1 CM</p> <p>To Open Tear Here</p>	<p>अंतर्देशीय पत्र</p> <p></p> <p>Unique Identification Authority of India</p> <p>To,</p> <p>The Resident</p> <p>His Complete Address</p> <p>Please Do Not Tear Here</p> <p></p> <p>आधार - आम आदमी का अधिकार</p> <p>If undelivered, Please return to :</p> <p>P.O. Box No 1947, Bengaluru – 560001</p>	<p>Inland Letter</p> <p>← 1 CM</p> <p>To Open Tear Here</p>
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APPENDIX A

SPECIFICATION OF DOCUMENT AND ENVELOPE

(A) AADHAAR ENROLLMENT AND UPDATE DOCUMENT

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

1.	Document Paper	200 GSM Art Paper – Glossy Finish
2.	Dimensions	210 MM X 85 MM –No fold
3.	Colour	Both sides 4 colour variable printing
4.	Lamination	25 microns on both side
6.	Variable data	As per design. Includes a color photograph of not less than 600x600 dpi/true optical resolution
7.	Special feature	QR Bar code with 600 + text characters of approximately 15 MM ² size readable by 3.2 MP camera/scanner.
<i>Note: Scanned copy of Aadhaar Document is available at Annexure-VI.</i>		

(B) AADHAAR REJECTION DOCUMENT

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

1.	Document Paper	75 GSM Perforated Self Mailer
2.	Dimensions	Open Size : 21 cm X 29.7 cm : Closed Size : 21 cm X 9.9 cm (A4 size)
3.	Colour	Both sides Black & White variable printing
4.	Lamination	Not Required
6.	Variable data	As per design.
<i>Note: Scanned copy of Aadhaar Document is available at Annexure-VIII.</i>		

(C) ENVELOPE

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

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

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.

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 BOND**

1. In consideration of the President of India (hereinafter called 'the Government') having agreed to exempt _____ (hereinafter called the said Supplier(s)] from the demand, under the terms and conditions of an Agreement dated _____ made between _____ and _____

for _____ (hereinafter called 'the said Agreement'), of security deposit for the due fulfillment by the said Supplier(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ Only)

We, _____ (hereinafter referred *(indicate the name of the bank)* to as 'the Bank') at the request of _____ [supplier(s)] do hereby undertake to pay to the Government an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Supplier(s) of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said supplier(s) of any of the terms or conditions contained in the said Agreement or by reason of the supplier (s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the supplier(s) shall have no claim against us for making such payment.

4. We, _____ (indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ Office/Department/Ministry of _____ certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said supplier (s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____ (indicate the name of bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said supplier (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Supplier (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Supplier (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

8. Dated the _____ day of _____ for _____ (indicate the name of the Bank).