

**REQUEST FOR PROPOSALS
FOR
PRINTING OF 'AADHAAR' CARDS
FOR UIDAI**

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

04th October, 2011

F.No. 14014/07/2011-Logistics

SECTION-I

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SECTION-I**INVITATION TO BID AND INTRODUCTION FOR
PRINTING OF AADHAAR CARDS****PART-I: INVITATION TO BID:**

1. The Director General, UIDAI on behalf of the President of India invites proposals from reputed and reliable firm/s and or Consortiums for the “Printing of Aadhaar Cards”.
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 to 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 the every Resident is envisaged to be provided a UID and Aadhaar Card.
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 Cards”

Additional Director General

Unique Identification Authority of India

2nd Floor, Tower – I, Jeevan Bharti Building,

Connaught Place, New Delhi – 110 001

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 UID number to each of the Resident across the country. As of now, UID number is being delivered to the resident in the form of a laminated letter through post. Now the GoI has decided to deliver the UID/Aadhaar number in the form of a Aadhaar Card. This Request for Proposal document is intended to invite bids from reputed and reliable firms for undertaking the work of Printing of the Aadhaar Card and delivering that card to the designated Post Offices across India. The data for the preparation of Card will be provided by the UIDAI in electronic form.
4. It is envisaged that 'Three Firms/Consortiums' are 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. **Article** – The final form of the printed communication, which is ready to be posted, to the Resident conveying the UID/Aadhaar number. Thus, an Article shall be the sealed envelope containing the Card, Letter and IEC material.

B. Acronyms

1. **CIDR**- Central Id Data Repository
2. **DoP**- Department of Posts
3. **EID**- Enrolment Identification Number
4. **GoI**- Government of India
5. **PoC** – Proof of Concept
6. **PoD** – Proof of Delivery
7. **POS**- Point of Sale
8. **SOW**- Scope of Work
9. **UID** – Unique Identification Number.
10. **UIDAI** – Unique Identification Authority of India.

SECTION-II**INSTRUCTION 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 have 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 has 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	1.7 A Bidder shall submit only one Financial Bid. If a Bidder (single/ consortium partner) submits or participates in more than one bid, such bids shall be disqualified.
Bid Validity	1.8 The Part II of Section-II ‘Data Sheet’ indicates how long Bidders’ Bid must remain valid after the submission date.
Consortium	1.9 In case, a bid is submitted by a Consortium, the representing firm shall be the lead member of the consortium and shall be responsible and liable to the Purchaser for all aspects of their Bid, Contract, etc.

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 upto two decimal places only (for example: Rs.00.00)</p>

<p>4. Earnest Money Deposit (EMD)</p>	<p>4.1 Earnest Money Deposit:</p> <p>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.</p> <p>II. Bid not accompanied by EMD shall be rejected as non-responsive.</p> <p>III. No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit.</p> <p>IV. No bank guarantee will be accepted in lieu of the Earnest Money Deposit.</p> <p>V. The EMD of the unsuccessful bidders would be returned back within 45 days of signing of the contract.</p>
<p>4.2 Forfeiture of EMD</p>	<p>The EMD shall be forfeited by the Purchaser in the following events:</p> <p>I. If Bid is withdrawn during the validity period or any extension agreed by the Bidder thereof.</p> <p>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.</p> <p>III. If the Bidder tries to influence the evaluation process.</p> <p>IV. If the Bidder/s selected as 'Suppliers' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).</p>

<p>5. Tender Fees</p>	<p>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.</p>
<p>6. Performance Bank Guarantee</p>	<p>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 '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 submitted towards EMD would be returned in original.</p>
<p>7. Letter of Comfort from manufacturers</p>	<p>The purchaser may ask the Bidders to furnish a letter of comfort from the manufacturers from whom the Bidders intend to procure the raw/base material.</p>

<p>8. Submission, Receipt, and Opening of Bids</p>	<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.</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>
<p>9. Right to Accept/Reject the Bid</p>	<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>

<p>10. Public Opening and Evaluation of Financial Bids</p>	<p>10.1 Financial bids shall be opened publicly on the date & time specified the Schedule, in the presence of the Bidders' representatives who choose 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>
<p>11. Dis-qualification</p>	<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 in India;

12. Award of Contract	<p>12.1 The Purchaser shall issue a 'Letter of Intent' to the selected Bidders after mutual 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 issue of Letter of Intent. In case the winning Bidder fails to start the assigned work within 30 days of issue of Letter of Award of Work/ Letter of Intent, then the Purchaser may 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 Cards”</i></p> <p>Assistant Director General Unique Identification Authority of India 2nd 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 submission date.
1.10	<p>Tenure of Contract:</p> <p>The contract shall be in force till the time the allocated volume of work is completed satisfactorily, 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 a volume of further 15 crore, or a part thereof, subject to satisfactory performance.</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: card@uidai.gov.in</p>

	(The clarifications will be given on the UIDAI website only). The address is www.uidai.gov.in	
4.1 (I)	Amount of EMD is Rs. 1.00 crore.	
5.	Tender Fee is Rs.25,000/-.	
6.	Performance Bank Guarantee will be 10% of the allocated volume of work.	
8.	Schedule for RFP:	
	S.No.	Activity
	1.	Date of issue of the RFP
	2.	Pre-Bid conference (11:30 Hrs)
	3.	Last date for submission of written Queries
	4.	Date for issue of clarifications
	5.	Last date for submission of bids (15:00 Hrs)
	6.	Opening of pre-qualification sheets (15:30 Hrs)
	7.	Presentations Starts
	8.	Presentations Ends
	10.	Opening of Financial offers (11:30 Hrs)
	11.	Submission of applications for Matching Discovered Rate Starts (12:00 Hrs)
	12.	Submission of applications for Matching Discovered Rate Ends (15:00 Hrs.)
	13.	Date of declaration of Bid Matching result (15:30 Hrs)
		Date
		04-10-2011
		12-10-2011
		13-10-2011
		19-10-2011
		11-11-2011
		11-11-2011
		16-11-2011
		18-11-2011
		23-11-2011
		23-11-2011
		25-11-2011
		25-11-2011

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	<i>Certificate of Incorporation/Registration</i>		
2	Average overall annual turnover of at least Rs.250 crore (Rupees two hundred fifty crore) from the operations within India only during the previous three financial years (2008-2009, 2009-2010, 2010-2011)	<i>Audited/ Certified financial statements & annual report for 2008-2009, 2009-2010, 2010-2011. In case revenue from printing activities is not mentioned explicitly, a certificate from the statutory auditors of the company qualifying the revenue.</i>		

3	Shall not have defaults on any bank/institutions' loans in the past	<i>Certificate from statutory auditor</i>		
4	Shall have no defaults in payment of statutory dues or liabilities	<i>Certificate from statutory auditor</i>		
5	Shall have filed income tax returns for the three financial years (2008-2009, 2009-2010, 2010-2011).	<i>Copy of the IT returns for 2008-2009, 2009-2010, 2010-2011, duly acknowledged by Income-Tax department</i>		
6	Shall not be blacklisted by any government agency/department at any point of time.	<i>Certificate from statutory auditor</i>		
7	Shall have an 'installed capacity' of not less than 2.00 lakh per day in printing and handling of similar Cards and delivery at the designated point/s.	<i>Self-certification</i>		

TABLE 2. TECHNICAL EVALUATION CRITERIA

S.No.	Criteria	Max. Score	Marks	Documents required
1	Capability and Profile	25		
1.1	Infrastructure Quality – Land available, free & utilized space, connectivity, physical security etc.		5	
1.2	Quality of Machines – Automation, computerization, production in volumes and integration of processes		10	
1.3	Quality/experience of Technical personnel		10	
2	Past experience of the Firm	30		
2.1	Turnover from similar work from operations within India		15	
2.2	Number of similar works executed		5	
2.3	Size of single largest domestic customer supported		10	
3	Proposed Methodology	45		
3.1	Printing solution and article tracking availability		10	
3.2	Quality of proposed MIS		10	
3.3	Bagging methodology		5	
3.4	Data Security		7	
3.5	Innovation and features beyond proposed requirements		8	
3.6	Proposed ramp-up plan		5	
		100	100	
<p>All bidders who meet the Pre-Qualification criteria, will be invited to make a 30 minute Presentation. The presentation must contain the details on the subjects given above.</p>				
<p>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.</p>				

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 weightages 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 70 on overall maximum score.

(b) All bidders who meet the Pre-Qualification criteria, will be invited to make a 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 70 marks. Only TQBs will be considered for Commercial Evaluation.

2. SELECTION OF FIRMS/CONSORTIUMS:

- 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. In addition, one Reserve Firm may also be declared.
- 2.3 The volume of the work will be divided as under:

1	L1 (Discovered Rate)	50%
2	Matching L2	30%
3	Matching L3	20%

- 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 and a Reserve Firm required for execution of the project.
- 2.12. **Reserve Firm:** The UIDAI may also select a Reserve Firm. This Firm may be asked to take-over work from any of the existing Firms in cases of non-performance or if there is a need to ramp up the production. The UIDAI reserves the right to allocate volumes to reserve Firm at its discretion on an as needed basis.
- 2.13. The bidder with the next higher bid (e.g. L4) will be given the first option to match the Discovered Rate to become the Reserve Firm. If such bidder refuses to match the rate, the option will be given to the next higher bidder (e.g. L5) and this process will be repeated until a Reserve Firm is found.

PART-V: BID PREPARATION AND DOCUMENTS CHECKLIST:

1. FINANCIAL BID FORMS

The bidder shall quote the **total per unit cost of an 'Article'** 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 an 'Article'** 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	<p>One SEPARATE sealed envelope, clearly marked "PRE-QUALIFICATION" containing the following: -</p> <p>List as per Table -1.</p> <p>Supporting Documents as per Table -1.</p> <p>Envelope containing the EMD.</p>	

2.	Technical Evaluation Criteria	<p>One SEPARATE sealed envelope, clearly marked "TECHNICAL EVALUATION" containing the following: -</p> <p>List as per Table -2.</p> <p>Supporting Documents as per Table-2.</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 Cards " and other marked as "COPY - Bid for Printing of Aadhaar Cards "</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 Cards".</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

1. GENERAL

The UIDAI estimates to print 15 crore Cards at approximately 10 lakh Cards per day. This work is expected to be distributed across three printing houses/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 than the allocated capacity within 6 weeks of intimation of the same.

2. RECEIVING OF DATA FROM UIDAI

The Supplier shall provide a dedicated leased line between the print facility/facilities and the Data Centers of UIDAI. Currently, the UIDAI has a Data Center in Bangalore with a second Data Center coming up in NCR.

The Data Transfer shall be on SFTP. The bandwidth of the leased line should be capable of transferring electronic data in 6 to 8 hours. The estimated size of each file is 75 KB.

3. SORTING OF DATA

The Supplier is expected to have in place sophisticated 'sorting software' capable of sorting the electronic data to ensure high efficiencies at the delivery end. This would require minimum Branch Office-wise (Department of Posts) sorting of the data provided.

4. SECURITY OF DATA

Ensuring Data Security of electronic data provided by the UIDAI is of paramount importance. In addition to the standard guidelines of the Govt. of

India on Data Security, the Security Guidelines issued by UIDAI on the subject need to be followed. Any other instructions on Data Security issued by the UIDAI from time to time have to be followed strictly.

5. PRINTING OF AADHAAR CARD

The letter and the attached Card need to be printed to the quality and specifications mentioned in Appendix-A.

6. PRINTING OF LETTER AND ENVELOPING

Whereas, letter printing and card printing may take place on separate machines, demonstrated proof of zero error matching is a pre qualification criteria for any supplier desirous of obtaining this contract.

Given the volumes on a daily basis, the entire printing process up to enveloping level needs to be duly automated with due checks and balances at each stage, to ensure ‘tracking’ of individual articles. Capability to track every single article at every stage must reflect on a Real Time MIS based monitoring system. The supplier shall provide the Web access of this facility to UIDAI.

7. SORTING, STUFFING, BAGGING AND DESPATCH OF CARDS

The grouping of letters would need to be done Pin-Code wise and branch office wise.

Letters created for particular Branch Office of the Department of Posts need to include a Manifest (list), in three copies, which records the unique tracking barcode allocated by the Department of Posts, both as a barcode and as a list to enable recording of delivery of this information. An indicative Manifest is placed at Appendix-B. Final format will need to be finalized in consultation with the UIDAI and the Department of Posts. This process of finalization of manifest shall be facilitated by the UIDAI.

8. PROOF OF DISPATCH & LOCAL SPEED POST BOOKING

The Department of Posts is the logistics partner for letter delivery. The proof of dispatch of letters will be uploading of dispatch information on the Speednet server of the department of posts.

The Upload on Speednet is to be enabled from ONE designated location in every State. This location will normally be the State Capital, but the UIDAI may, with adequate notice, change the said location during the course of Contract.

In the case of North East, the upload point could be the State Capital or Guwahati.

The supplier is expected to provide an online MIS for tracking letter delivery, Real Time, from the time of electronic transfer of data to the physical delivery of the letter to the door step of the resident. Any integration with existing databases would need to be carried out by the supplier. Periodic reports, as defined by UIDAI, need to be generated from this MIS.

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 applies the Purchaser and Supplier management 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.
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 all the SLA and key parameters 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 allocated quantity on a daily basis for selected supplier. The current tracking assumes a total daily quantity of 10 lakh letters per day distributed across three suppliers as per the volumes 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 than the allocated capacity, within 6 weeks of intimation of the same.

A. SERVICE LEVEL AGREEMENT:

1. Measurement unit : Per article
2. Reporting unit : Per article
3. SLA review period : 1 Month
4. SLA calculation methodology : As defined in each case
5. Penalty imposition method : Slab based, as a % of Monthly Bill

B. KEY PERFORMANCE INDICATORS:**1. The Supplier shall be required to adherence to the following time-lines:****TABLE-1**

Serial No.	Activities	Time frame <i>(for each stage/activity)</i>	Cumulative Time Frame (Target) <i>(from date and time of electronic data made available by UIDAI at designated locations)</i>
1.0	Electronic Data Transfer/Download	6 to 8 hours	8 hrs.
2.0	Printing of Articles.	48 hours. (Time for electronic transfer is included in activity 2)	48 hrs.
3.0	Bagging	Within 24 hours of printing data	72 hrs. (3 days)
4.0 (a)	Dispatch of bag to the designated <u>branch offices</u> and upload of individual letter information on Speednet.	168 hours for Jammu & Kashmir and North East region.	240 hrs. (3 + 7 = 10 days)
4.0 (b)		120 hours for the rest of India.	192 hrs. (3 + 5 = 8 days)

C. CALCULATION METHODOLOGY

1. Benchmark for Regions

For the purposes of defining benchmarks, the country is being treated as two distinct parts, namely the North East and J & K as one region henceforth refers to as **NE**, and the Rest of India as one region, henceforth referred to as **RI**. Accordingly, separate cumulative benchmarks have been defined for each region as under:

TABLE-2

Sr No	Region	Hours	Days
1	Benchmark for North East and J&K (NE)	240	10
2	Benchmark for Rest of India (RI)	192	8

Note: All calculations shall be in hours.

2. Categorization of Articles with reference to Benchmark

It is expected that the bulk of the Articles will be disposed within the cumulative benchmark time for the region. The Key Performance Indicators are expected indicative times that are to be achieved by the Supplier. However, where the cumulative benchmark is breached, the delay will be categorized as under for the purpose of penalties and exemptions:

TABLE-3

CATEGORY	DESCRIPTION	NE (Hours)		RI (Hours)	
		FROM	TO	FROM	TO
C0	ARTICLES DELIVERED WITHIN BENCHMARK	0	240	0	192
C1	ARTICLE RANGE DELAYED, MORE THAN BENCHMARK TO 25% OF BENCHMARK	240	300	192	240
C2	ARTICLE RANGE DELAYED, MORE THAN 25 % OF BENCHMARK TO 50% OF BENCHMARK	300	360	240	288
C3	ARTICLE RANGE DELAYED, MORE THAN 50% OF BENCHMARK TO 7 DAYS OF BENCHMARK	360	408	288	360
C4	ARTICLE RANGE DELAYED BY MORE THAN 7 DAYS OR 168 HOURS FROM BENCHMARK	408	-	360	-

3. Monthly reporting format

The start time for each Article is the placement of data for download, in the designated location, by the Purchaser. The end time for the Article is the date time stamp of the article, on the Speednet server, as proof of upload of dispatch information of the Article. The Supplier is expected to utilize the MIS created, for generating reports to meet the information requirement indicated in the various tables:

TABLE-4

CATEGORY	C0	C1	C2	C3	C4	TOTAL
NORTH EAST AND J&K (NE)	NE0	NE1	NE2	NE3	NE4	A1
REST OF INDIA (RI)	RI0	RI1	RI2	RI3	RI4	A2

Note: The number of articles, in each category, for the month, are to be provided above.

4. Summarized monthly report on variations

For each month, the average delivery time of all Articles for that month shall be considered for a specific region. In all cases where the Supplier is functioning at a level better than the benchmark, it shall serve to offset the cases where the Supplier may exceed the stated benchmark. Hence, overall good performance, namely, bettering the benchmark, is incentivized to enable offsetting few stray cases that may exceed benchmark:

TABLE-5

SR NO	REGION	TOTAL ARTICLES (NUMBERS)	AVERAGE TIME (HOURS)	VAR (% VARIATION FROM BENCHMARK)
1	NORTH EAST AND J&K	A1	T1	$(T1 - 240) / 240$
2	REST OF INDIA	A2	T2	$(T2 - 192) / 192$

5. Penalty for variation from benchmark

Penalty will be imposed on a per Article basis. Only those Articles that have failed to meet the benchmark shall be penalized. The penalty slab is also graded. For a lower overall variation from benchmark, the penalty imposed per Article, for the same slab, may be exempted leading to lower overall penalties. The penalty table based on percentage variation from benchmark is indicated below:

TABLE-6

PENALTY TABLE BASED ON % VARIATION FROM BENCHMARK					
CATEGORY	PENALTY SLAB	VAR (% VARIATION FROM BENCHMARK)			
		LESS THAN 10%	10% TO 20%	20% TO 30%	MORE THAN 30%
C0	S0	0	0	0	0
C1	S1	0	0	0	5
C2	S2	0	0	15	15
C3	S3	0	25	25	25
C4	S4	0	35	35	35

6. Calculation of payment to the Supplier

Payments due will be calculated separately for the North East and J&K (**NE**) and Rest of India (**RI**). This is because both regions have a different stated benchmark and it is possible for the percentage variation from benchmark to be different for both regions. Therefore, the penalty slab, if applicable would also be different. The table for calculation of payment due is indicated below:

TABLE-7

CALCULATION OF PAYMENT DUE FOR THE MONTH		
PAYMENT DUE FOR THE NORTH EAST AND J&K	$DR*NE0*[(100-S0)/100] +$ $DR*NE1*[(100-S1)/100] +$ $DR*NE2*[(100-S2)/100] +$ $DR*NE3*[(100-S3)/100] +$ $DR*NE4*[(100-S4)/100]$	P1
PAYMENT DUE FOR THE REST OF INDIA	$DR*RI0*[(100-S0)/100] +$ $DR*RI1*[(100-S1)/100] +$ $DR*RI2*[(100-S2)/100] +$ $DR*RI3*[(100-S3)/100] +$ $DR*RI4*[(100-S4)/100]$	P2
TOTAL PAYMENT FOR THE MONTH (PT = P1 + P2)		PT
<i>DR IS THE "DISCOVERED RATE" OR THE AMOUNT PAYABLE PER ARTICLE</i>		

D. Critical Errors:

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

E. 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 batch, the cost of which shall be borne by the Supplier.
- (b) Delivery cost of all the articles in the batch shall be borne by the Supplier.
- (c) Send an apology letter to the Resident, as per the specifications of the IEC material, the cost of which shall be borne by the Supplier.
- (d) The Supplier shall also analyze the root cause of error(s) occurred and implement Corrective Measures within 15 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 there from, 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>(k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.</p>
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	<p>(l) “Party” means the Purchaser or the Supplier, as the case may be, and “Parties” means both of them.</p> <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 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>
<p>1.9.2 Measures to be taken by the Purchaser</p>	<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>
<p>1.9.3 Commissions and Fees</p>	<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>
<p>1.10 Interpretation</p>	<p>In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract;</p> <p>(b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;</p> <p>(c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;</p>

	<p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) 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.

2.3 Commencement of Services	The Supplier shall begin carrying out the Services not later than 30 days after the Effective Date 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</p>

	<p>Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome 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>
<p>2.7.2 No Breach of Contract</p>	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
<p>2.7.3 Measures to be Taken</p>	<p>(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier, upon instructions by the Purchaser, shall either:</p> <p>(i) mobilize,; 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>

	(d) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 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	
2.9.1 By the Purchaser	<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, and sixty (60) days' in the case of the event referred to in (l).</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 UIDAI 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> <p>(i) Sub-contracting of work/services</p> <p>(ii) Provided incorrect information to UIDAI.</p> <p>(iii) Non co-operative during audits conducted by UIDAI/ UIDAI Regional Office or auditing agencies appointed for the purpose.</p> <p>l) 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>2.9.2 By the Supplier</p>	<p>The Suppliers may terminate this Contract, by not less than thirty (30) days' written notice to the Purchaser, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2:</p>

	<p>(a) If the Purchaser fails to pay any money due to the Supplier pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Supplier that such payment is overdue.</p> <p>(b) If, as the result of Force Majeure, the Supplier is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p> <p>(c) If the Purchaser fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.</p> <p>(e) If the Purchaser is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Supplier may have subsequently approved in writing) following the receipt by the Purchaser of the Supplier's notice specifying such breach.</p>
<p>2.9.3 Cessation of Rights and Obligations</p>	<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> <p>(i) such rights and obligations as may have accrued on the date of termination or expiration;</p> <p>(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;</p> <p>(iii) the Supplier's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.5 hereof; and</p> <p>(iv) any right which a Party may have under the Law.</p>
<p>2.9.4 Cessation of Services</p>	<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</p>

	materials furnished by the Purchaser, the Supplier shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.
2.9.5 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2, the Purchaser shall make the following payments to the Supplier:</p> <p>(a) If the Contract is terminated pursuant to Clause GC 2.9.1 (d), (g), (i), k(i) to K(iii) and 1 or 2.9.2, remuneration pursuant to Clause GC 6.3(c)(i) hereof for Services satisfactorily performed prior to the effective date of termination;</p> <p>(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.</p>
2.9.6 Disputes about Events of Termination:	If either Party disputes whether an event specified in Clause GC 2.9.1 or in Clause GC 2.9.2 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, 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 Cards and 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 Dispatch (PoD) of an Article will be 'uploading of dispatch information on the speednet server of the Department of Posts'.</p> <p>(b) The Purchaser shall take into account the 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 finalised 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.</p> <p>(e) The Purchaser may make advance payments.</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) In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the Supplier, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Purchaser and the Supplier, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to

	<p>reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the authority specified in SC 8.2(a). The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</p> <p>(b) Arbitration proceedings shall be held in India at the place indicated in SC 8.2 (b) and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Purchaser and the Supplier. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.</p>
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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</p>

	<p>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>
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10. ADHERENCE TO RULES & REGULATIONS

<p>10.1 Adherence to Safety Procedures, Rules, Regulations, & Restrictions</p>	<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 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>
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	(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.
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11. LIMITATION OF LIABILITY

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

<p>12.1 Miscellaneous Provisions</p>	<p>(i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(ii) The Supplier shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>(iii) Each member/constituent of the Supplier, in case of a Consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser for performance of works/services under the Contract.</p>
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	<p>(iv) 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>(v) 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>(vi) 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>(vii) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>(viii) All materials provided to the Purchaser by bidder are subject to Country and <STATE> public disclosure laws such as RTI etc.</p> <p>(ix) The Supplier shall not make or permit to be made a public announcement or media release about any aspect of the Contract 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>_____</p> <p>Attention: _____ Facsimile: _____ E-mail: _____</p>
1.6	<p>The Services shall be carried out at the site/s as agreed to by the Purchaser.</p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Purchaser: _____</p> <p>For the Supplier: _____</p>
2.1	<p>The effective date of the Contract:</p>
2.3	<p>The date for the commencement of Services: Within 30 days from the signing of the contract between the Purchaser and the Supplier.</p>

2.4	The time period shall be: 12 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 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. 5) Power to withhold: Notwithstanding anything contained in the payment schedule mentioned below, if in the opinion of the Purchaser, any work done or supply made or service rendered by Supplier is deficient in any manner in comparison to the

	<p>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 (a)	The Purchaser and/or any Department of Govt. of India.
8.2 (b)	The Arbitration proceedings shall take place in Delhi in India.

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

APPENDICES:

- A. Specification of Card, Letter and Envelope
- B. Manifest
- C. Reporting requirements
- D. Duties of Purchaser
- E. 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 an 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 Cards, 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 'print to post' of Identity Card/other type of 'security cards' etc., awarded by other Government Department/Public Sector Undertaking are as under :

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

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

Number of Aadhaar Cards 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: _____

(in case of consortium, the names and details of the consortium partners shall be provided).

ANNEXURE II**FINANCIAL BID FORM**

Reference: RFP document F.No. _____ Dated _____

- Financial Bid indicating the total per unit cost of an article, 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.

Item	Cost in INR (Two decimal places only) (in words)	Cost in INR (Two decimal places only) (in numbers)
For all the activities related to, but not limited to, printing of an article as per requirement given in Section-III 'Scope of Work' of RFP.		

- The UIDAI reserves the right to include IEC material, as per specifications in Appendix - A of Section V, in any or all of the letters printed. For this an additional cost of 10% of the rate quoted above for per article, will be paid by UIDAI.

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 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.

[Note: If the Supplier consists of more than one entity, the above should be partially amended to read as follows: “.....(, of the one part and _____ of _____, the representing firm on the other hand, representing a joint venture/consortium/ association consisting of the following entities, each of which will be jointly and severally liable to the Purchaser for all the Supplier’s obligations under this Contract, namely, [name of Supplier] and [name of Supplier] (hereinafter called the “Supplier”).]

WHEREAS the Purchaser had invited bids for certain Services, viz., “RFP for Printing of Aadhaar Card” vide their bid document number F.No.14014/07/2011-Logistics 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 (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 Card, Letter & Envelope
 - Appendix B: Manifest
 - Appendix C: Reporting Requirements
 - Appendix D: Duties of the Purchaser
 - Appendix E: Form of 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]*

[Note: *If the Supplier consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the *Supplier*

[Name of member]

[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 F.No.14014/07/2011-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 F.No.14014/07/2011-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: _____

APPENDIX A**SPECIFICATION OF CARD, LETTER AND ENVELOPE****(A) CARDS**

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

1.	Card type	PVC Matt finish
2.	Thickness	600 Microns
3.	Dimensions	85 X 54 MM (ISO standard)
4.	Colour	Both sides 4 colour variable printing
5.	Printing	Specialised printing using ink and thinner supporting 100% bonding with PVC
6.	Lamination	UV Varnish on both sides
7.	Fixed data	As per design
8.	Variable data	As per design. Includes a color photograph of not less than 600 dpi. The variable data would include all official languages of India. This data would be provided in Unicode or any other suitable format.
9.	Special feature	(a) Linear Bar code only for Aadhaar number. (b) QR Bar code with 600 + text characters for demographic information of approximately 15 MM ² size readable by 5 MP camera/scanner.
10.	Fixing of card	Matched card to be fixed on Aadhaar letter using hot melt glue or in any other form which does not disturb the quality of Card and Letter.
11.	Durability/ Longevity	The card must have a life of not less than 5 years

(B) LETTER

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

1.	letter Paper	170 GSM Art Paper Matt finish
2.	Dimensions	100 X 210 - No Fold
3.	Colour	4 colour printing
4.	Lamination	UV Varnish
5.	Contents	As per design
6.	Photograph	Minimum 600 dpi

(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 letter, card & IEC material & should support automatic stuffing /enveloping.
3.	Colour	4 color printing.
4.	Contents of envelope	Letter, card & IEC material.

(D) IEC MATERIAL

1.	Paper	100 GSM Map litho, Matt Finish
2.	Printing	4 color, both sides
3.	Size	Aadhaar Letter size, or marginally smaller, to enable automatic insertion.

APPENDIX B**BAG MANIFEST**

{ This is an indicative manifest. The final format will be finalized in consultation with the UIDAI and the Department of Posts. This process of finalization shall be facilitated by the UIDAI }

(I) Format of manifest of the Bag closed for a Departmental Delivery Post Office

From:	To:
Name of P to P facility closing the bag:	Name of Destination Post Office:
Date of closing of bag:	Pin Code of destination Post Office:
Bar code of the bag: Bar code number of the bag:	District:
Total number of UID letters:	State/UT:

Sl.No.	UID letter Bar Code	UID letter Bar Code no.	Name of the addressee	Address
1.	2.	3.	4.	5.

Signature of the person closing the bag

Stamp of P to P facility

(II) Format of manifest of the Bag closed for a Gramin Delivery Post Office (in duplicate)

From:	To:
Name of P to P facility closing the bag:	Name of Destination Gramin Post Office:
Bar code of the bag Bar code number of the bag:	Name of Account Post Office: Pin Code of Account post Office:
Total number of UID letters:	District:
	State/UT:

Sl.No.	UID letter Bar Code	UID letter bar code no.	Name of the addressee	Address	Signature/ thumb impression of the person to whom the letter is delivered	Date of delivery	Remarks:- (a)In case the letter is to be returned, please write 'Return' as well as the reasons for the return.
1.	2.	3.	4.	5.	6.	7.	8.

Signature of the person closing the bag

Stamp of P to P facility

Signature of the Gramin Postmaster with date:

APPENDIX C**REPORTING REQUIREMENTS**

(The reports and documents will be submitted to purchaser in the manner, frequency, time period as under)

A. REPORT REQUIREMENT:-

The Service Provider is required to provide a web based portal for viewing the Stage-wise progress of printing, matching, enveloping, BO-wise bagging and speed net upload of the UIDAI articles. Suitable periodic reports would need to be available at the portal and customized report generation on parameters, like Date Range, Region, Enrolment Agency, Activity stage and other parameters should be possible online.

Salient features of the MIS based reporting system are listed below:-

1. The portal would need to be web based
2. Certain information would be public facing and open for all.
3. Password and Username based access is need to be enabled for the officials of the UIDAI, Registrars, Enrolment Agencies and any other parties, authorized by the UIDAI.
4. All tracking of the individual articles would be based on the Enrolment ID (EID) (in 14 digits), and the date (in 8 digits) and time (in 6 digits) stamp at the time of enrolment. A combination of these three elements is called the EID number in 28 digits, and this would be a basis of identification of individual records / articles.
5. It is expected that the Department of Posts would provide a 13 digit tracking ID and Barcode. Each article would have a unique 13 digit letter tracking ID called the UA or UB or similar barcode. This is the tracking number through which the individual article can be tracked at the speed net server of the Department of Posts.

6. Integration would be required with the speed net server to fetch the latest tracking information for a given article. In addition, the tracking files relevant to the given article would need to be regularly uploaded into the main database of the Service Provider, so that the information regarding letter delivery is always available. It is expected that the Service Provider will update this database at least 3 times in a day.
7. The Card and Welcome letter Printing Process have many stages, starting from placement of electronic data, by UIDAI, in a designated location, to the actual upload of dispatch of article on the DoP speed net server. The indicative events that are to be captured in the MIS, with a date time stamp include :
 - a. Placement of electronic data in designated location
 - b. Downloading of electronic data from designated location.
 - c. Generation of the print files.
 - d. Allocation of specific articles to a particular print batch with identifying print batch number
 - e. Actual printing of letter
 - f. Matching of letter and card
 - g. Enveloping of the article
 - h. A BO-wise bagging of article and tagging the manifest list number to a specific article.
 - i. Upload article dispatch information on the speed net.
 - j. Capture the location of booking.

All the above date time stamps need to be captured automatically from the production machines deployed to generate the articles. The cumulative numbers for each activity stage and the date time stamps, would form the basis for the reports.

B. REPORTS REQUIRED:-

1. Individual tracking of article:

Input:- Enrolment ID

Output:-

- a) The print file name in which electronic data was given to the Service Provider.

- b) The letter tracking number (UA number) allocated to the article.
- c) All the events mentioned at the point (7) above along with the date-time stamps.
- d) Letter delivery information obtained from the speed net server.

2. Aggregated information:- The information available in the MIS is to be retained for all articles printed by the Service Provider. The indicative parameters on which the database should be searchable for report generation have been listed below.

- a. A Date Range (From__ to __)
- b. A particular event / activity (letter printing, letter dispatch)
- c. A particular geography (Sub-district, district, state)
- d. On Letter Delivery Status
 - (i) Delivered
 - (ii) In transit / undelivered
 - (iii) Returned

3. Articles specific to Registrar, articles specific to Enrolment Agency:

The parameters/filters may be applied as one, or in a combination of many.

In the normal course, the parameters mentioned above are either

- (i) part of the address data sent for letter printing; or
- (ii) of the event captures at the premises of the Service Provider; or
- (iii) of the speed net database pertaining to letter deliveries.

Should any additional information be required, the same would be provided in electronic format by the UIDAI, duly tagged to the enrolment ID, for integration into the MIS tables.

C. STANDARD REPORTS:

1. Event-wise cumulative numbers of articles across given events (as indicted in point 7) for a given date range. The event could be electronic data received, print file generated, article bagged, article uploaded on speed net and such like.
2. State-wise breakup of letters dispatched, under the heads Delivered letters, Undelivered letter, and Returned letters. The ability to drill down the pin code and branch offices is to be built into this report.

3. Reports pertaining to defined SLAs and given performance parameters that may be identified are to be generated.

The information provided above is to give an indication of expectation from the website based MIS reporting system.

D. BOOKING FILE:-

For each article, mapped to an EID number, a unique article tracking number (UA or UB number in 13 digits) will be allocated, An electronic file, uniquely mapping each EID to each tracking number will need to be generated. This file called the Booking File, is to be shared on a Daily Basis with the UIDAI and the DoP, through a secure leased line connectivity.

The technical teams of all parties would need to firm up the data structure and data formats of the file.

APPENDIX D**DUTIES OF THE PURCHASER**

(Include here the list of Services, facilities and property to be made available to the Supplier by the Purchaser).

1. The Purchaser shall issue a 'Letter of Intent' to the selected Bidder/s after mutual acceptance of the work plan.
2. The Purchaser shall provide the Demographic Data to the Supplier in electronic form and will be made available for download at a designated location. The files will be named to enable easy identification.
3. The process of finalisation of 'bag manifest' with the Department of Posts shall be facilitated by the UIDAI.
4. The eligible payments shall be made to the supplier within 45 days of receiving the invoice.
5. The Purchaser shall also facilitate any other assistance required from the Govt. of India by the Supplier.

APPENDIX E**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).