

**M-11011/05/DMS-Legal/2013/E&U-II (Pt.I)**

**Government of India**

**Ministry of Electronics & Information Technology (MeitY)  
Unique Identification Authority of India**

2<sup>nd</sup> Floor, Tower-I, Jeevan Bharati Building,  
Connaught Place, New Delhi-110001  
Dated: 03.05.2017

To,

M/s Hewlett-Packard India Sales Pvt. Ltd.  
Building No.2, DLF Cyber Green,  
DLF Cyber City, 1<sup>st</sup> - 4<sup>th</sup> Floor,  
Tower D & E, Phase-III,  
Gurgaon, Haryana-122002

**(Kind Attention:** Shri Anil Ojha, HP PMO (DMS Project-UIDAI))

**Subject : Proposal of Methodology and Destruction of Documents  
Warehoused with ADMS Agency.**

**Reference :** 1. UIDAI letter dated 06.10.2016  
2. Your letter dated 10.10.2016  
3. ADMS Agreement Signed on 07.06.2011

Sir,

I am directed to refer M/s Hewlett-Packard India Sales Pvt Ltd (**HP**)'s letter dated 10<sup>th</sup> Oct, 2016 on the subject cited above and to inform that the matter raised by **HP** was analysed in light of the mutually agreed terms and conditions of the ADMS Agreement signed on 07<sup>th</sup> June, 2011, RFP (along with amendments issued) and Queries/Replies issued for initial RFP issued, and on the foundation of the extant provisions and scheme of the Aadhar Act 2016 and the IT Act 2000, *inter alia*. Keeping in view the essence of the agreement and all related aspects, including without limitation to the logical understanding with **HP**, UIDAI has arrived at certain decisions which are enumerated in the succeeding paragraphs for your immediate implementation.

**2. Destruction and Disposal of Physical Documents and their Scanned Copy.**

(a) At the very outset, UIDAI is of the view that the interpretation drawn by **HP** that the document is to be preserved from the date of receipt and for minimum five years beyond the contract period, cannot be adopted/accepted. On a bare reading of the clear and distinct provisions of the ADMS Agreement and a literal and simple interpretation thereof, it is apparent that there is nothing in the ADMS Agreement which estops UIDAI from seeking destruction of documents, and denial of destruction of documents by **HP**, will amount to breach of its obligations under the ADMS Agreement.

Therefore, if such a sweeping interpretation as is being adopted by **HP** is allowed, the same will render most of the provisions of the ADMS Agreement which stipulate that the services are to be provided till expiry of contract period – absolutely nugatory and inoperative. Further, the same is also against the intention of the parties i.e. to provide services during the duration of the ADMS Agreement, and the services provided being co-terminus with the duration of the ADMS Agreement.

(b) Further, it is vital to appreciate the sensitive nature of the subject matter of the ADMS Agreement. In this regard, **HP** must bear in mind that the hard copy of ADMS documents contains Personally Identifiable Information (PII) which is stored at warehouse location across the country. As per provisions of the ADMS Contract, the agency is required to ensure the security and confidentiality of all data collected in physical and electronic form, further the ADMS contract mandates that the security measures shall be in conformity with extant rules / Act of Government of India and All prevalent Data protection / Privacy law of the country will have to be adhered to by the selected agency. In pursuance of these provisions, UIDAI had sought a confirmation from ADMS agency regarding compliance of The Aadhar Act 2016 and the IT Act 2000. However no such confirmation has been received by the UIDAI.

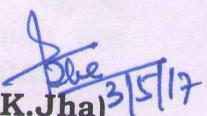
(c) However, keeping in mind the provisions of the ADMS contract as well as the clear intention thereof towards the endeavor to minimise the security risk to PII data, it has been decided that all physical documents (PoI, PoA, PoR, EID/Consent slip etc) collected from residents during enrollment / updation etc. along with their scanned copy being maintained by ADMS agency will be disposed of (destroyed) as per procedure decided by UIDAI, while ensuring that soft copy of the same is handed over to Tech Centre, Bengaluru (UIDAI). The period of respective storage of documents will have no material effect on destruction. These documents will also include the unconnected documents. **The task of destruction of all documents is to be completed before 06.06.2017 i.e. before expiry of the present ADMS agreement.**

3. UIDAI also does not agree with **HP**'s contention that the shredded papers or paper pulp post destruction would belong to them and not to UIDAI, and therefore ought not to be delivered back to UIDAI. It is stated that **HP** must appreciate that any document which forms the subject matter of the ADMS Agreement, have been merely placed in **HP**'s custody for safe keeping, based on terms and payment conditions of the ADMS Agreement signed. Nothing in the entire ADMS Agreement at any instance gives any ownership right on these documents to **HP**. It is stated with clarity that all documents that form the subject matter of the present ADMS Agreement are documents belonging to



the Government of India and not to **HP**. The UIDAI reiterates that under the provisions of the ADMS contract, the physical documents and digital records are the properties owned by UIDAI and are handed over to the Agency for operation, maintenance and support during the tenure of the ADMS contract, and not thereafter, and the said services cannot, by any stretch of imagination be construed to mean that the ownership, title, interest, *inter alia*, of the said documents is in any form being transferred to **HP**. It is not out of place to mention that before the selection of the successful bidder i.e. **HP**, it was categorically informed by UIDAI to all the bidders that any document (including the Shredded Paper) other than the contract itself, shall remain the property of the employer and shall be returned to the employer on completion of the agency's performance. In this regard, it is also stated that the UIDAI Date Security Regulations, 2016 also clearly and in a self-explanatory manner provide that all documents collected by UIDAI will fall within the ambit of confidential information belonging to UIDAI, and no other.

4. In light of the aforesaid, **HP** is requested to create appropriate facilities with immediate effect at all locations where these documents have been warehoused for shredding and disposal of the residue under the supervision of respective Regional Offices of UIDAI. The paper shreds thus produced will be disposed of through e-auction by respective ROs. Detailed methodology for destruction and disposal of both physical and scanned copies of these documents are attached as Annexure-I and Annexure-II herewith for strict compliance.
5. It may be prudent to mention that the cost of destruction has already been included/paid in the per page cost of services @ 0.79 per page and no separate invoice is to be raised by you for this task.
6. Please acknowledge the receipt of the letter.

  
(P.K.Jha) 3/5/17  
Deputy Director (E&U-II)  
praveen.jha@uidai.net

**Copy for information:-**

1. All the ADG (DMS) of RO's, UIDAI (as per attached list)
2. PSO to CEO, UIDAI
3. PS to DDG (E&U)
4. PS to DDG (F)
5. DD (Legal)
6. Guard File

## Document Destruction Policy for Resident Documents Held with ADMS Agency under the UIDAI - ADMS Contract

### Background

1. This document outlines the method to be followed for destruction of physical documents kept with the ADMS agency under the ADMS contract signed between UIDAI and M/s HP Sales India Pvt Ltd (HP) on 07.06.2011 and extended till 06.06.2017.

### Hard Copy Media

2. HP is providing the DMS services to UIDAI for storing documents submitted by residents during enrolment / update. These documents are currently stored across India in HP record storage facilities.

### Methodology for Hard Copy Destruction

3. Shredding will be executed in the respective locations where the EIDs are stored. The UIDAI HQ will prepare the List of EIDs for destruction and inform HP for destruction by means of a letter. Thereupon, HP will take measures to carry out the destruction of documents as per the procedure now laid out.

4. Physical presence of an authorized official of the UIDAI and confirmation letter by the authorized official is a must. Mode, date of destruction and details of UIDAI's authority will be recorded in the system, against each relevant EID. These details will be uploaded on the DMS Portal, access of which will be given to ROs and HQ UIDAI.

5. HP will receive the destruction request from UIDAI which would include Request ID/Batch Number. The request will be run through the software by HP to identify each batch and its respective carton and racking location.

6. HP will retrieve the carton and the batch for destruction. This batch will be submitted to UIDAI for approval for destruction. It will be ensured by HP that the batch does not contain any EID that is not approved for destruction. A certificate to the effect will be rendered by HP at the time of destruction. The batch will be color marked with red marker by UIDAI official and will thereafter be sent to the shredding room. At the entry in the shredding room the batch will be read by barcode and updated in the software for permanent destruction.

7. HP will unload the batch into the shredding machine where the document will be shredded into **confetti** pieces. The pieces should be small enough to prohibit reconstruction. UIDAI will be responsible for confirming their satisfaction to the size of the shredded pieces as a onetime activity. Thereupon, the same type of shredding machine will be used for further shredding to the same or smaller size of shreds.

8. A confirmation check is conducted to confirm that the residue does not have any forms that are not shredded – which will be fed once again for shredding. HP will collect the shredded material and put in gunny bags. The gunny bags will be numbered with a pre-fix of the location example for Delhi- DEL/01 having a maximum weight of 30 Kg. On confirmation that all the forms are shredded a letter of confirmation will be signed off with the details of Bag No. / count of EIDs

that were shredded by the authorized signatory of UIDAI and counter signed by the authorized Signatory of HP.

9. Once all the EIDs in all the batches of a Request ID are shredded a "Certificate of Shredding" is provided by UIDAI for the respective Request ID under which respective Batches and EIDs that have been shredded. The Certificate is to be issued within a period of maximum of 7 working days of HP's request for the particular or batch of EIDs.

10. UIDAI will thereafter organise the auction of the shredded paper for pulping through the MSTC (<http://www.mstcindia.co.in/>). The reserve price of the auction will be fixed by ADG (DMS) of the concerned UIDAI Regional Office. The documents will be kept at HP warehouses till they are picked up by the vendor winning the auction. In case the auction does not attract a successful bidder, ADG(DMS) of the concerned RO will review the reserve price and re-auction the lot. In case the re-auction also does not attract a successful bidder, ADG(DMS) of concerned RO will dispose of the shredded paper through local vendors without pulping. HP will be paid the cost of warehousing as per the contract till the date on which the shredded paper is picked up from the warehouse by the vendor winning the auction. In case the shredded paper is picked up over a number of days, UIDAI will pay the cost of warehousing on a pro rata basis to HP. For the purpose of simplicity, it is decided that pro rata basis will mean that UIDAI will pay the warehousing cost at the contact rate for half of the period over which the shredded paper is lifted from the HP warehouse.

11. The entire shredding and pickup activity will be captured in camera for its authenticity. The camera footage of the shredding process and pickup of shredded paper by the vendor winning the auction will be handed over to authorized representative of UIDAI and one copy would be retained by HP.

#### 12. Important considerations:-

- Complete destruction activity will be carried out at the respective location where the Batch is stored.
- The destruction activity will be done in the supervision of UIDAI official and only on receiving written and signed request from UIDAI.
- The documents will only be shredded after confirmation checking and receiving the approval by UIDAI official at site on the respective batch that is retrieved for destruction.

1. A confirmation check is conducted to confirm that the batch to be shredded has been added in a secured area. The pieces should be shredded in a single pass. The shredder should be checked for any foreign material. If any foreign material is found, the shredder should be stopped and cleaned. The shredder should be checked for any damage. If any damage is found, the shredder should be repaired. The same type of shredding machine will be used for further shredding to the same or smaller size of shreds.

2. A confirmation check is conducted to confirm that the residue does not have any forms that are not shredded. These will be fed once again for shredding. HP will collect the shredded material and put in gunny bags. The gunny bags will be numbered with a prefix of the location example for Delhi DEJ/01 having a maximum weight of 30 Kg. On confirmation that all the forms are shredded a letter of confirmation will be signed off with the details of Batch - 7 count of EIDs.

## Electronic Media: Methodology for Electronic Data Destruction

### Hard Drives

Software based disk erasing using DoD approved 3 pass technique will be used for erasing data on Hard Disks. This technique writes series of zeros across disk for three times to ensure full data wipe. The software also rewrites entire disk including partitions making recovery impossible.

### Hard Drives (SAN & NAS Arrays)

OEM utility will be used by HP to erase all data on the array preferably using the three pass method and issue a certificate for the same post erasing of data.

### Tape Cartridges

The tape cartridges contain actual image data, the best possible method is to destroy tapes by removing the magnetic media from cartridge and shred/incinerate ensuring non recovery of any information.

For disks / disk arrays and tapes, partial erasing will not be done and the complete media shall be erased of data.

### Shredding/destruction will be done as follows

1. Erasing/Shredding will be executed in the respective locations where media are stored.
2. The UIDAI HO will prepare the List of EIDs, which have outlived their retention period in terms of Records Maintenance Policy and inform the concerned RO and seek their written consent for destruction.
3. Physical presence of an authorized official of the UIDAI and confirmation letter by the authorized official is a must.
4. Mode, date of destruction and details of UIDAI's authority will be recorded in the system, against each relevant EID's.
5. Activity will be captured in camera for its authenticity.
6. HP will receive the destruction request from UIDAI which would include Request ID/Batch Number
7. The request will be run through the software to identify each batch and its respective LTO5 cartridge and location
8. HP will retrieve the cartridge and the batch for destruction
9. This cartridge will be submitted to UIDAI for approval for destruction
10. The cartridge will be color marked with red marker by UIDAI official and after approval will be sent for shredding.
11. At point of shredding the cartridge number will be recorded and updated in the software for permanent destruction



12. HP will manually dismantle the cartridge and shred the magnetic media manually or by using machines, media will be shredded into pieces smaller enough to prohibit reconstruction (vertical as well as horizontal shred)
13. A confirmation check is conducted by to confirm that the residue does not have any cartridge that are not shredded.
14. HP will collect the shredded material and put in gunny bags
15. The gunny bags will be numbered with a pre-fix of the location example for Delhi- DEL/01 having a maximum weight of 30 Kg.
16. On confirmation that all the forms are shredded a letter of confirmation to be signed off with the details of Bag No. / count of EIDs that were shredded by the authorized signatory of UIDAI and counter signature has to be made by the authorized Signatory of HP
17. Once all the EIDs in all the batches of a Request ID are shredded a "Certificate of Shredding" is provided by UIDAI for the respective Request ID under which respective cartridges and EIDs have been destroyed.
18. HP will send the shredded material to the incinerating unit.
19. The camera footage will be handed over to authorized representative of UIDAI and one copy would be retained by HP

**Important considerations:**

20. Complete destruction activity will be carried out at the respective location where the cartridges are stored
21. Unless otherwise approved, the destruction activity will be done in the supervision of UIDAI official and only on receiving written and signed request from UIDAI
22. The cartridges will only be destroyed after confirmation checking and receiving the approval by UIDAI official at site (unless otherwise approved) on the respective batch that is retrieved for destruction

Note: Similar process is to be followed for hard drives, the only difference being selective erasing/wiping cannot be performed on hard drives; a software based erasing is performed on hard drives.

