



**Online - RFP  
for  
Designing and Printing  
of  
Wall Calendars and Diaries:2019**

Date: 16 /11/2018

**Unique Identification Authority of India**  
Ministry of Electronics and Information Technology, Govt. of India  
Bangla Sahib Road, Behind Kali Mandir,  
Gole Market, New Delhi - 110001

## TABLE OF CONTENTS

SECTION	PAGE No.
<b>SECTION I – INVITATION TO BID &amp; INTRODUCTION</b>	3
1.1 Invitation to Bid	3
1.2 Introduction	4
1.3 Procedure for submission of Online bids on CPP portal	5-7
<b>SECTION II – INSTRUCTION TO BIDDERS</b>	8
2.1 General	8-11
2.2 Eligibility Criteria	11-12
2.3 Process for Award of Work	12-13
<b>SECTION III – SCOPE OF WORK</b>	14
3.1 Specifications for Printing of Diaries	14
3.2 Specifications for Printing of Wall Calendars	14-15
3.3 Dispatch specifications	15
3.4 Timelines	16
<b>SECTION IV - GENERAL AND SPECIAL CONDITIONS OF THE CONTRACT</b>	17
4.1 General Provisions	17-19
4.2 General terms & Conditions	19-21
4.3 Termination / Suspension	21-22
4.4 Obligations of the Service Provider	24-28
<b>SECTION V - ANNEXURES</b>	29
5.1 ANNEXURE I - Bid Covering Letter	29-30
5.1 ANNEXURE II - Authorization Letter	31
5.2 ANNEXURE III – Bid Preparation and Document Checklist	32-33
5.3 ANNEXURE IV - Technical Bid Information	34
5.4 ANNEXURE V - Financial Bid Information	35-36
5.5 ANNEXURE VI - Proforma for submitting written queries	37
5.6 ANNEXURE VII – Format for receipt of Diaries and Calendars by Consignee	38
5.7 ANNEXURE VIII – Consignees details along with the quantity	39
5.7 ANNEXURE IX – Certificate from Statutory Auditor	40

## SECTION I – INVITATION TO BID & INTRODUCTION

### 1.1 Invitation to Bid

1.1.1. The Chief Executive Officer, UIDAI invites online proposals through CPP Portal <https://eprocure.gov.in/eprocure/app> for printing of diaries and wall calendars, from any entity engaged in the work of printing of diaries and wall calendars having an annual turnover of Rs.50 lakh or more since the last three financial years ending FY 2017-18 (i.e. 2015-16, 2016-17 & 2017-18) derived from the work of printing, or any agency empanelled as an Advertising and Creative agency or Printing Agency with UIDAI HQs.

1.1.2. This document consists of 5 sections as mentioned below:

- Section I. Invitation to Bid and Introduction
- Section II. Instructions to Bidders
- Section III. Scope of Work
- Section IV. General and Special Conditions of Contract
- Section V. Annexure

1.1.3. The response to this RFP should to be submitted on or before the date/time specified as per the Schedule for RFP given at 1.1.6 below and at the address for communication given at 1.1.9.

1.1.4. The UIDAI reserves the right to reject any or all the bids in whole or part, prior to signing of the agreement, without assigning any reasons, whatsoever.

1.1.5. This “Invitation to Bid” is non-transferable under any circumstances.

#### 1.1.6. Schedule of RFP:

<b>Published Date</b>	16.11.2018 at 1800 hrs
<b>Pre-Bid Meeting</b>	20.11.2018 at 1600 hrs
<b>Submission of Clarification, if any</b>	22.11.2018 on or before 1600 hrs
<b>Clarification / corrigendum to be uploaded on the CPPP Portal</b>	26.11.2018 at 1730 hrs
<b>Bid Submission Start Date</b>	16.11.2018 at 1800 hrs
<b>Bid Submission End Date</b>	07.12.2018 at 1600 hrs
<b>Technical Bid Opening Date</b>	10.12.2018 at 1600 hrs
<b>Financial Bid Opening Date</b>	Will be communicated later

1.1.7. Submitted technical proposals will be opened online on the time and date specified at Clause 1.1.6.

1.1.8. The financial proposals will be opened after short listing the bidders based on the evaluation of their technical proposal/presentation.

### **1.1.9. Address for Communication:**

Deputy Director (Media)  
Unique Identification Authority of India  
Ministry of Electronics and IT, GoI,  
Bangla Sahib Road, Behind Kali Mandir,  
Gole Market, New Delhi - 110001  
**Email:** [harish.verma@uidai.net.in](mailto:harish.verma@uidai.net.in)

1.1.10. Bid documents should be prepared and submitted as per the **Bid Preparation and Document Checklist** described in Clause 2.4 of Section II not later than the date and time specified in Clause 1.1.6. Bids submitted after last date and time of submission will be rejected summarily.

## **1.2 Introduction**

1.2.1 UIDAI proposes to publish Diaries and Wall Calendars for the year 2019 as IEC collaterals to disseminate key information related to the Aadhaar programme and, also, as an item of utility all through the year. Various indicative themes for this year's Diary and Wall Calendar are mentioned at Section III in the Scope of Work.

1.2.2 Establishing one's identity has been a major challenge for common people just a few years ago. Substantial money running from the Consolidated Fund of India used to reach the genuine beneficiary only in the form of peanuts that s/he was not able to use purposefully, resulting in failure of transparent governance and a dishonest delivery system enhancing plight of the people at large. It was not long when residents of India have traditionally lacked a nationally acceptable unique identity, and have been using various proxy identities such as Driving License, PAN cards, EPIC voter cards, Ration cards and Passport, etc., to prove their identity and address which can be easily faked, morphed or duplicated and often misused by unscrupulous elements. The lack of easily verifiable identity has led to exclusion of genuine beneficiaries on one hand and inclusion of duplicates and fake entries in various beneficiary databases on the other.

1.2.3 This issue has been a matter of concern for the government as the absence of unique identification of residents has resulted in privation and annoyance for the poor and marginalized sections of society as a result of social and financial exclusion. Moreover, leakages in the delivery system cost huge amount to State Exchequer with less-than-due deliveries to genuine beneficiaries, and crooked elements siphoning off the benefits that are meant to be delivered to the genuine beneficiaries adversely impacting the limited resources of the Government.

1.2.4 Under Aadhaar programme, UIDAI assigns a unique portable identity to every residents of India that is verifiable online, in real time digitally anywhere, anytime. Aadhaar has bridged the ID divide that existed in the society. One of the quintessential properties of Aadhaar is its uniqueness. It is an identification that a person can carry for a life time and potentially use with any service provider, thus, fundamentally becoming a pro-poor identification infrastructure. Nobody can have two Aadhaar numbers as the Aadhaar number is generated through a programmed process of de-duplication. Aadhaar has helped

significantly in mitigating challenges of rightful identification and deletion of ghost/fake/duplicate identities.

1.2.5 Keeping in mind the Aadhaar's potentials as a tool of system's transformation and people's empowerment, the Government brought the Aadhaar Act to give it necessary legal backing and address myriad concerns from various quarters on issues of privacy and data sharing. In its incessant journey, especially during the last two and a half years, towards universal enrolment, Aadhaar has consummated the desire of more than a billion residents of India to own a unique identity that is robust and non-repudiable and empowers them to authenticate themselves on a digital platform. It is the only identity that cannot be faked on authentication and strikes a balance between 'privacy and purpose' on the information collected on residents, thereby serves the people digitally, instantly and hassle-free. Aadhaar empowers a resident with unique identification and makes him the King of the State's welfare system.

1.2.6 Aadhaar renovates the whole delivery system and ensures targeted, hassle-free, direct, portable, real time, auditable delivery of services, benefits and subsidies.

### **1.3 Procedure for Submission of Online Bids on CPP Portal**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

#### **i. Registration**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

#### **ii. Searching for tender documents**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID,

Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

### **iii. Preparation of bids**

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **iv. Submission of bids**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document. **The technical samples of Diary and Calendar as per specifications given in Section III will need to be submitted at the address for Communication given in Clause 1.1.9 before last date and time of online submission of bids.**

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument. **Advertising and Creative agencies or Printer empanelled with UIDAI HQ or those entities who have valid MSME certification either from Ministry of Micro, Small & Medium Enterprises or NSIC are exempt** from payment of Tender fee and EMD subject to presentation of the valid documents.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **v. Assistance to bidders**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232 or 01204001002/5.

## Section II – INSTRUCTIONS TO BIDDERS

### 2.1 General

<b>2.1.1 Definitions</b>	<p>(a) “Purchaser” means the entity purchasing the services under this RFP, i.e. Unique Identification Authority of India (UIDAI).</p> <p>(b) “RFP” means the Online Request for Proposal for designing and printing of Diaries and Wall Calendars 2019, notified by UIDAI vide its notification dated 16.11.2018 and all corrigendum, if any, related to the same.</p> <p>(c) “Bidder” means any entity that applies through this RFP, intending to provide services to the purchaser under this RFP and is either an Advertising &amp; Creative agency or Printing Agency empanelled with UIDAI HQs or is an entity engaged in the work of printing of diaries and wall calendars with an annual turnover of Rs.50 lakh or more since the last three financial years ending FY 2017-18 (i.e. 2015-16, 2016-17 &amp; 2017-18) derived from the work of printing, vide this RFP for designing and printing of Diaries and Wall Calendar for the year 2019.</p> <p>(d) “Bid” means the Technical &amp; Financial Proposal consisting of documents as stipulated in this RFP.</p> <p>(e) “Service Provider” is the entity, whose bid has been accepted by the Purchaser and who has agreed to perform the work as described in the Scope of Work pursuant to the selection.</p> <p>(f) “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 Award of the work to the Service Provider.</p> <p>(g) “Scope of Work” at Section III of this RFP means explanation of objectives, assignment envisaged, activities, themes to work on, specifications for design and printing, sampling details, dispatch and deliverable details with timelines.</p> <p>(h) “Party” means the purchaser or the service provider, as the case may be, and “Parties” means both of them.</p>
<b>2.1.2. General Instruction</b>	<p>(i) All the provisions of this RFP shall be binding on every bidders responding to this RFP.</p> <p>(ii) UIDAI will select one single entity from the total bids received in accordance with the process of selection as detailed in this RFP.</p> <p>(iii) The Scope of Work is in Section III of this RFP.</p> <p>(iv) The date, time and address for submission of the bid have been given in the Schedule for RFP at 1.1.6 and at address for communication at 1.1.9 of this RFP.</p> <p>(v) Interested bidders are invited to submit their bids as per the Bid Preparation and Document Checklist given at Clause 2.4 of Section</p>



	<p>II. Every page of bid document and all its enclosures should be signed and stamped by the bidder or its authorized representative.</p> <p>(vi) The Purchaser is not bound to accept any or all the bids, and reserves the right to annul the bidding process at any time, without assigning any reason and shall not be incurring any liability to the bidders.</p>
<b>Only one Bid</b>	(vii) A bidder shall submit only one bid. If a bidder submits more than one bid, all such bids shall be disqualified and rejected. As part of the Technical bid, for designing and printing of Diaries and Calendars, a maximum of two sample designs of each shall be submitted.
<b>Bid Validity</b>	(viii) Bid must remain valid for <b>90 days</b> from the last date of submission.
<b>Earnest Money Deposit</b>	<p>(ix) All entities applying for this RFP, except the Advertising and Creative agency or Printing Agency empanelled with UIDAI or those entities that have valid MSME certification either from Ministry of Micro, Small &amp; Medium Enterprises or NSIC, need to submit an EMD.</p> <p>(x) All bidders, except those who are exempted as per the provisions above, need to submit Earnest Money Deposit (EMD) of INR Forty Thousand only (Rs.40,000) in the form of Bankers' Cheque or Demand Draft from any of the Nationalized or Scheduled Bank in favour of "Unique Identification Authority of India" payable at New Delhi.</p>
<b>Consortium</b>	(xi) Bids received from Consortiums will <b>not</b> be considered and shall be termed as 'invalid' and summarily rejected.
<b>Tenure of Agreement</b>	<p>(xii) Tenure of the agreement signed between the Service Provider and the Purchaser would be until the completion of the work as per the Scope of Work, with satisfactory and timely delivery of the deliverables as specified in this RFP.</p> <p>(xiii) UIDAI reserves the right to extend the tenure of the agreement, if required so, and such extension would be effective for the period as communicated by the UIDAI in writing.</p> <p>(xiv) For Termination/Suspension related information please refer to relevant clauses in Section IV of this RFP.</p>
<b>2.1.3. Clarification and Amendment of RFP Document</b>	<p>(i) Bidders may request clarification in the RFP document during the pre-bid conference or in writing before the bid submission, as per the 'Schedule for RFP'. Any request for clarification must be sent by email to the address indicated at Clause 1.1.9.</p> <p>(ii) Purchaser may amend the RFP at any time before the submission of bids, by issuing an addendum/ corrigendum on its website. This may not be individually communicated to the prospective bidders and shall be binding on all.</p>
<b>2.1.4. Right to Accept</b>	Purchaser reserves the right to accept or reject any bid/s and to annul the RFP process and reject all such bids at any time prior to

<b>or Reject the Bid/s</b>	award of work, without assigning any reason and thereby will not incur any liability or obligation to bidder/s to inform the grounds for such decision.
<b>2.1.5 Submission, Receipt, and Opening of Bids</b>	<p>(i) The tender shall be submitted Online (complete in all respect) must be uploaded on <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> in Two packets i.e. Two Cover system (Technical bid and Financial bid), and bidder must follow the procedure as detailed in the <b>Clause 5 of Section I</b>.</p> <p>(ii) The bid shall be submitted online, the Signed and Scanned copy of all the required documents in  <b>Packet -1</b> having 1 part, viz.,</p> <ul style="list-style-type: none"> <li>Part I – Bid covering letter, Authorization letter, Complete set of bid (self-attested), Documents related to eligibility as per the document checklist, as per Clause 2.4 of Section-II</li> </ul> <p><b>Packet-2</b> having Schedule of price bid in the form of BOQ.xls</p> <p>(iii) All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All the files mentioned below should be in .PDF format except for the BoQ which should be .xls format.</p> <p>(iv) The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.</p> <p>(v) Original Instruments for EMD must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the RFP. Incomplete responses not conforming to the Checklist of the RFP will be summarily rejected.</p> <p>(vi) <b>The technical samples of Diary and Calendar as per specifications given in Section III will need to be submitted at the address for Communication given in Clause 1.1.9 before last date and time of online submission of bids.</b></p>
<b>2.1.6. Opening of Financial Bids &amp; Evaluation</b>	Opening of financial bid and its evaluation would be done as per provisions given in Clause 2.3 of this RFP document (Process for Award of Work). Representatives of the shortlisted bidders shall make it convenient to be present on the date and time which will be confirmed and intimated separately.
<b>2.1.7. Disqualification</b>	<p>Purchaser may at its sole discretion and at any time during the evaluation of application, disqualify any bid, if the bidder has:</p> <p>(i) submitted the application after the response deadline;</p> <p>(ii) made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;</p> <p>(iii) exhibited a record of poor performance such as abandoning works, not properly completing the obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;</p>

	<p>(iv) submitted an application that is not accompanied by required documentation or is non-responsive;</p> <p>(v) failed to provide clarifications related thereto, when sought;</p> <p>(vi) submitted more than one application either as a Single Agency/ Prime Agency/ Consortium member;</p> <p>(vii) been declared ineligible or blacklisted by the MeitY/UIDAI.</p>
<b>2.1.8. Selection of the Service Provider</b>	Selection of the Service Provider would be done as per provisions given in Clause 2.3 of this RFP document (Process for Award of Work).
<b>2.1.9. Payment Terms</b>	<p>(i) It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT/RTGS mechanism instead of payment through cheques, wherever feasible. The payment will be made on delivery and acceptance by the consignee as per Annexure V.</p> <p>(ii) The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:</p> <p>a) Ink-signed copy of Commercial invoice / Seller's bill.</p> <p>b) Copy of work Order</p> <p>c) Consignee Receipt Vouchers as per Annexure V.</p> <p>(iii) No advance payment(s) would be made.</p> <p>(iv) DD (Media) would be the Paying Authority for this RFP.</p> <p>(v) Failure to deliver in time would attract penalty as per clause 4.2(xii)</p>
<b>2.1.10. PBG</b>	Successful bidder who is selected for the work under this RFP would have to submit a PBG as per Procurement Manual of UIDAI equivalent to 5 % of the total contract value.
<b>2.1.11 Pre-bid meeting</b>	The bidders are expected to attend the pre-bid meeting as per the date mentioned in RFP at UIDAI HQ on Bangla Sahib Road, New Delhi. The bidders will be shown the sample of diary and calendar, based on which they need to submit their technical and financial bids.

## 2.2 Eligibility Criteria (Pre-Qualification)

Bidder should be any entity that applies through this RFP, intending to provide services to the purchaser under this RFP and should fall under one of the following category:

Sl.No.	Criteria	Documentary Evidence
1.	The Firm/ Agency shall be Advertising and Creative agency or Printer empanelled with UIDAI HQs	• No document is needed
2.	The firm should be an entity engaged in the work of printing of diaries and wall calendars with an average annual turnover of Rs.50 lakh or more in last three financial	• Copies of financial statements duly audited by applicants' statutory auditors for immediately preceding 3

	years ending FY 2017-18 (i.e. 2015-16, 2016-17 & 2017-18)	<p>financial years, i.e. 2015-16, 2016-17 &amp; 2017-18 (in case of FY 2017-18 if it is not finalised, Company Secretary/Statutory Auditor shall certify the turnover)</p> <ul style="list-style-type: none"> <li>The entity that has multi sources of income including printing business shall have to produce a Certificate from Company Secretary/Statutory Auditor confirming that required average annual turnover of Rs. 50 lakh or more during last three years is from its printing business.</li> </ul>
3.	The Firm/ Agency shall not have been blacklisted by MeitY/UIDAI.	Self Certification in format given in Section 7 (7.4)

### 2.3 Process for Award of Work

The Evaluation Committee for Diary and Calendar 2019 will accept or reject Technical proposals based on the criteria defined in table below. Details regarding submission of samples are explained in Section III:

S.No.	Criteria	Whether bid satisfies Criteria
1.	Whether Bid Covering Letter is in order and valid	Yes / No
2.	Whether bidder is an entity that falls under one of the following category: a. Advertising and Creative agency or Printer empanelled with UIDAI HQs or b. Entity engaged in the work of printing of diaries and wall calendars with an annual turnover of Rs.50 lakh or more in last three financial years ending FY 2017-18 (i.e. 2015-16, 2016-17 & 2017-18) derived from the work of printing.	Yes / No
3.	Whether bidder has submitted a valid EMD in proper form or exemption self-declaration supported by a valid MSME Certificate issued by <b>Ministry of Micro, Small &amp; Medium Enterprises or NSIC</b> . EMD is also exempted for <b>Advertising and Creative agencies/printer empanelled with UIDAI</b>	Yes / No
4.	Whether bidder has submitted the Technical bid as per the specifications given in Scope of Work - Section III of this RFP	Yes / No
5.	Whether bidder has submitted the Financial bid in order	Yes / No

6.	Whether all documents submitted by the bidder have been self-attested	Yes / No
7.	Whether bidder has submitted two samples of Diary and Wall Calendar each as per the details given in Scope of Work - Section III of this RFP	Yes / No

- Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of this RFP.
- The accepted Technical bids will be considered as “shortlisted”.
- Only shortlisted bids will be considered for financial evaluation.
- Evaluation of technical bid is subject to the quality of the Diary and Wall Calendar Samples submitted by the bidder meeting UIDAI specifications. If the Diary and Wall Calendar Samples are not found to be as per the specifications mentioned in the Scope of Work - Section III of this RFP, the bid will be rejected.
- The financial bids of only shortlisted bidders will be opened as per the clause 2.1.7.
- The lowest financial bid of those who have been shortlisted would be declared as L1 and will be awarded the work as described in Scope of Work. The L1 bidder will be identified as the Service Provider.
- The decision of the Evaluation Committee will be final and binding.

## Section III – SCOPE OF WORK

### 3.1 Specifications for Printing of Diaries

1.	Description of Work	Printing of Diary- 2019. Approx. number of pages: 268
2.	Total Number	10,000 Diaries
3.	Size	A5 size (148 x 210 mm)
4.	Paper	70 GSM Superfine NS Maplitho in natural shade 100 GSM pages, inside cover and back cover (gloss finish)
5.	Language	Bi-lingual (Hindi + English)
6.	Cover Jacket	Imported Leatherite with magnetic flap (with cloth/fabric appearance and feel), laser printing of Aadhaar logo, Government of India logo, organization name (Unique Identification Authority of India), website (uidai.gov.in) etc. as the case may be.
7.	Board	1.8 mm Eska Kappa Board
8.	Printing	240 pages (120 sheets) in total: <ul style="list-style-type: none"><li>• 116 sheets of 70 GSM thickness for writing (four colour). There will be no dates on these pages</li><li>• 1 sheet of 100 GSM for pasting on the inside front cover</li><li>• 1 sheet of 100 GSM for pasting on the inside back cover</li><li>• 1 sheet of 100 GSM bearing logo of organization, name on the front side and list of holidays on the back side (four colour)</li><li>• 1 page of 100 GSM will be for general details and addresses of UIDAI HQ and ROs.</li></ul>
9.	Finish	Finishing, Debossing, Industrial Shrink Wrap

3.1.1 Binding and printing of the Dairies shall be of good quality which is expected to endure normal wear and tear.

3.1.2 UIDAI will provide content for list of holidays, design for inside cover, contact details of UIDAI HQs and regional offices. However, the overall design of the front Jacket, inside pages, date pages, page setting and design related to other generic information would have to be designed/created/provided by the Service Provider.

**3.1.3 Sample Design for Diary:** Bidders are required to submit only two samples with different cover jacket design as per the specifications mentioned in 3.1 above. Inside date pages will not have any dates or month demarcation. Inside page colour should be in natural shade and be of 70 GSM.

### 3.2 Specifications for Printing of Wall Calendars

1.	Description of Work	Printing of Wall Calendar- 2019.
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2.	Number of pages	Total 7 sheets: 12 monthly pages (one page for each month) b. 2 pages for Fly-leaf and Holidays
3.	Total Number	10,000 unit of Calendars
4.	Size	16"x24" (inches)
5.	Paper	Superior quality 170 GSM Glossy Imported white Art Paper will be used for printing of Calendars.
6.	Language	Bi-lingual (Hindi + English)
7.	Colour	All Wall calendar pages will be printed in 4 colour
8.	Binding	Wiro Spiral with back support of 300 GSM thick white board of Size – 16"(W) x 5"(H)

3.2.1 For the purpose of this RFP, bidders may use following themes to produce sample creative design/content which may be used as months' sheets in the Wall Calendar. However, UIDAI will provide the creatives of the design for the actual printing of Wall Calendars as per scope of work:

- i. Update your Aadhaar
- ii. Update Child's biometrics at the age of 5 & 15
- iii. Smart QR code
- iv. Even new born infants can be enrolled for Aadhaar
- v. Aadhaar has saved the government over 90 thousand crore
- vi. Benefits of having an Aadhaar ( Ration, Pension, LPG gas subsidy)

3.2.2 The bidders are required to submit only one design for the Wall Calendar as per specifications mentioned above (Clause 3.2). The design samples should be of actual print quality and should contain the following:

- Two separate fly-leaf designs with holidays on the back.
- Pages for six months as per the themes mentioned in Clause 3.2.1 above

### 3.3 Dispatch Specifications

3.3.1 The Diaries and Wall Calendars will have to be supplied to UIDAI HQs and the Regional Offices in Delhi, Ranchi, Guwahati, Lucknow, Hyderabad, Bengaluru, Mumbai and Chandigarh as per the consignee details and quantity given in the **Annexure VIII**. UIDAI reserves the right to vary the consignee details and quantity, if required.

Dispatch may be done through any mode preferred by the Service Provider provided the supply reaches the consignee secure and undamaged within the timelines specified as per Clause 3.7.

3.3.2 The service provider will need to get a receipt of satisfactory, intact and timely delivery of the consignments from the designated consignee at UIDAI HQs and Regional Offices. The format of receipt is given in **Annexure VII**.

### 3.4 Timelines

The printing of diaries and dispatch to the UIDAI HQs and Regional Offices will be made as per the schedule below failing which penalties will be levied as per Liquidated Damage clause given in Section IV. The timeline for delivery will come into effect from date of work order or from the date on which all creatives are sent by UIDAI to the Service Provider:

Sl. No.	Deliverable	Timelines
1.	Delivery to the consignees at UIDAI HQs and Regional Office, Delhi	By 16 <sup>th</sup> day from date of the Work Order or date on which creatives are sent
2.	Delivery to the consignees at other 7 Regional Offices	By 20 <sup>th</sup> day from date of the Work Order or from the date on which creatives are sent



## Section IV – GENERAL AND SPECIAL CONDITIONS OF THE CONTRACT

### 4.1 General Provisions

<b>4.1.1 Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this RFP 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 RFP, i.e, UIDAI.</p> <p>(c) “Effective Date” means the date on which empanelment comes into force.</p> <p>(d) “GC” mean these General Conditions of RFP.</p> <p>(e) “Government” means the Government of India.</p> <p>(f) “Service Provider” means any private or public entity whose bid has been accepted by the Purchaser and that will provide the Services to the Purchaser under this RFP.</p> <p>(g) “Party” means the Purchaser or the Service Provider, as the case may be, and “Parties” means both of them.</p> <p>(h) “Services” means the work to be performed by the Service Provider pursuant to selection, as described in Scope of Work at Section-III of RFP.</p> <p>(i) “Bidder” means the entity bidding for the services under this RFP.</p> <p>(j) “In writing” means communication in written form with proof of receipt.</p>
<b>4.1.2 Relationship Between the Parties</b>	<p>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 Service Provider. The Service Provider, subject to selection, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p>
<b>4.1.3 Law Governing Agreement</b>	<p>Agreement signed between both parties consequent to selection process, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.</p>
<b>4.1.4 Language</b>	<p>This RFP has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this RFP.</p>
<b>4.1.5 Notices</b> <b>4.1.5.1</b>	<p>Any notice, request or consent required or permitted to be given or made pursuant to this RFP 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.</p>
<b>4.1.5.2</b>	<p>A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.</p>

<b>4.1.6 Location</b>	All design, production and printing work will be carried from the premises of Service Provider or any other facilities co-opted by Service Provider
<b>4.1.7 Authorized Representatives</b>	Any action required or permitted to be taken, and any document required or permitted to be executed under this RFP by the Purchaser or the Bidder may be taken or executed by the authorized officials or representatives.
<b>4.1.8 Taxes and Duties</b>	The Service Provider and their Personnel shall pay all such direct and indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India.
<b>4.1.9 Fraud and Corruption</b>	It is the Purchaser's policy to require that the Purchaser as well as Service Provider observes the highest standard of ethics during the selection and execution of terms and conditions under this RFP. The Purchaser also requires that the Service Provider does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance.
<b>4.1.9.1 Definitions</b>	<p>In pursuance of this policy, the Purchaser 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;</p> <p>(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence procurement process 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, non-competitive 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 fulfillment of terms and conditions under this RFP;</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>

<b>4.1.9.2 Commissions and Fees</b>	(a) Purchaser will require the successful Service Provider 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 fulfillment of terms and conditions under this RFP. 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.
<b>4.1.10 Interpretation</b>	<p>In this RFP unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this RFP;</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 RFP 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>(i) in the event of an inconsistency between the terms of RFP and the Bid document and the Proposal, the terms of this RFP shall prevail.</p>

## **4.2: General Terms & Conditions**

**NOTE: Bidders should read these conditions carefully and comply strictly while submitting the Proposals**

i. Rate shall be written both in words and figures. There should not be errors and / or over-writings and corrections, if any, should be made clearly and initialled with dates. The rates should mention elements of the service charges or any other charges separately.

ii. Service Provider shall not assign or sublet the Work Order or any substantial part thereof to any other agency, nor can the bidder have arrangement with other company for bidding purpose.

iii. Rates quoted will be valid upto 90 days from the last date of submission of Bids.

iv. In the event of any loss /damage to UIDAI, the bidder shall be liable to make good such loss found. No extra cost on such shall be admissible.

v. Direct or indirect canvassing on the part of the bidder or his representative will lead to disqualification.

vi. If a bidder imposes conditions, such conditional bids are liable to summary rejection.

vii. UIDAI reserves the right to accept or reject one or all bids without assigning any reasons and accept bid for all or anyone. UIDAI also reserves the right to award the work to more than one bidder.

viii. The Service Provider shall not use any Govt. emblems and/or UIDAI logo in any unauthorized, illegal or inappropriate manner which may deceive the public to believe unsolicited, unauthorized content. The said logo/emblems shall be used only in such manner as to provide credibility to the authentic webpages/ applications/ platforms belonging to UIDAI.

ix. No interest shall be paid by UIDAI on EMD.

x. The EMD shall be refunded after selection of successful bidder.

xi. Termination: The Work Order can be terminated at any time by the UIDAI, if the services are not up to the satisfaction after giving an opportunity to the Service Provider of being heard and recording of the reasons for repudiation.

xii. Liquidated Damages: In case of delay in supply of quality services within the Scope of Work and as per the prescribed timelines specified in the Work Order, liquidated damages will be charged as per the Clause provisions below:

(a) Delay in work/assignment completion/delivery as per timelines listed in Clause 3.4 are liable to attract penalty @ 0.5% per day on the undelivered assignment value of one or more consignees.

(b) The maximum value of the penalty levied shall not exceed 10% of the total contract value.

xiii. The number of copies (Diaries or Wall Calendars) found to be damaged/deformed/worn out/torn in any form (for e.g., loose binding or other binding issues, improper pasting, inferior quality of print or material) will need to be replaced within 7 days.

xiv. Additional Procurement: The Purchaser can exercise an option to procure upto 25% of additional copies of the Diary and the Wall Calendar 2019 at a proportionate additional cost in accordance with present contract wherein all the terms & conditions remain the same, i.e., unit price of 1 Diary or 1 Calendar will remain the same as and when Purchasers exercises option to procure additional copies. This will be applicable within the currency of contract. The Service Provider is to explicitly confirm the acceptance of this clause in the contract. However, it is the sole discretion of Purchaser to exercise this option which will be communicated to the Service Provider in writing as additional work order/work order addendum.

xv. Generally the terms of the contract, including the scope and specification once entered into, will not be materially changed. However, wherever material variation in any of the terms or conditions in the contract becomes unavoidable, all such changes will be in the form of an amendment to the contract duly signed by parties to the contract.

xvi. Recoveries: Recoveries of liquidated damages shall be from bidder's payments due to the bidder or PBG available with UIDAI. In case recovery is not possible through this method, necessary recourse will be taken under the relevant law in force.

xvii. UIDAI may enforce forfeiture of PBG (in full or part) in the following cases:

xviii. Failure of Service Provider to perform satisfactorily despite repeated warnings in writing and consistent failure to improve services.

xix. Breach of contract's terms and conditions especially those relating to IPR, Knowledge Management, etc.

xx. Any other circumstances at the sole discretion of UIDAI.

xxi. If the Service Provider requires an extension of time in completion of the work order period on account of occurrence of any hindrance, he/she shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated time. The case will be examined and if allowed, the permission will be communicated in writing.

xxii. Service Delivery period may be extended with or without liquidated damages if the delay in the services is on account of hindrances beyond the control of the Service Provider.

xxiii. If any dispute arises out of the Work Order interpretation, meaning and breach of the terms, the matter shall be referred to Arbitration by a sole Arbitrator to be appointed by CEO, UIDAI.

xxiv. Legal proceedings by any of the parties, if necessary, will be in the jurisdiction of Delhi courts.

### 4.3 Termination/ Suspension

<b>4.3.1 Termination/ Suspension</b>	<p>UIDAI may at any time terminate/suspend the work order for the following reasons with at least 15 days of notice:</p> <p>(a) If the Service Provider becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.</p> <p>(b) If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices.</p> <p>(c) If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations, reputation or interests of the Purchaser.</p> <p>(e) If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.</p> <p>(f) If the Service Provider fails to meet expected obligations related to Scope of Work (Section III) and General Terms and Conditions stated in this RFP.</p> <p>(g) If the Service Provider has been blacklisted or disqualified for any reason by MeitY/UIDAI.</p> <p>(h) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 4.4.7.2 of this document.</p> <p>(j) In the event of Service Provider found to be:</p> <p>(i) Sub-contracting of work/services without the prior written approval of UIDAI.</p> <p>(ii) Non-cooperating during audits conducted by UIDAI or auditing agencies appointed for the purpose.</p>
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<b>4.3.2 Cessation of Rights, Obligations and Services</b>	<p>Upon termination/suspension/expiration of this RFP pursuant to Clause 4.3.1, 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 4.4.1.3 thereof.</p> <p>(iii) In the event of Termination or Suspension of Contract, purchaser will honor invoices submitted against the work/assignment timelines that have been successfully met as per this RFP. All invoices submitted after last successfully delivered milestone will be processed on a case-by-case basis and may even be rejected. LD, as appropriate, will be applied.</p> <p>UIDAI, upon termination, may ask the Service Provider to complete and fulfill the obligations/services in whole or in part under the work orders already awarded on the date of termination as per the terms and conditions of those work orders.</p>
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#### **4.4 Obligations of the Service Provider**

##### **4.4.1 GENERAL**

<b>4.4.1.1 Standard of Performance</b>	<p>The Service Provider 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 Service Provider shall always act, in respect of any matter relating to this RFP 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.</p>
<b>4.4.1.2 Prohibition of Conflicting Activities</b>	<p>The Service Provider 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 RFP.</p> <p>a) The Service Provider 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 Service Provider for the discharge of services.</p>

	b) The Service Provider 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 Service Provider 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.
<b>4.4.1.3 General Confidentiality</b>	Except with the prior written consent of the Purchaser, the Service Provider 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 Service Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. The same condition shall apply to the Purchaser and its personnel to take prior written consent of the Service Provider to share all information considered confidential by Service Provider.
<b>4.4.1.4 Insurance to be Taken Out by the Service Provider</b>	The Service Provider (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; 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.
<b>4.4.1.5 Sub- contracting</b>	The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this RFP without the prior written approval of the Purchaser and the decision of the Purchaser shall be final.
<b>4.4.1.6 Reporting Obligations</b>	As per terms and conditions mutually agreed at the time of award of work.
<b>4.4.1.7 Rights of Use</b>	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 Service Provider under the execution of work awarded under this RFP, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favor of the Purchaser or its nominated agencies.

<b>4.4.1.8 Safety &amp; Security of Data, Premises, Location/ site</b>	<p>(a) The Data, information, documents provided by the Purchaser to the Service Provider is the property of the Purchaser. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.</p> <p>(b) The Service Provider shall not use the information, the name or the logo of the Purchaser and or Government of India without authorization of UIDAI.</p> <p>(c) The Service Provider 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 Service Provider shall follow the Security Guidelines issued by UIDAI.</p> <p>(e) The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the IT Act and other relevant Acts.</p> <p>(f) The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements.</p> <p>(g) The rogue behavior of the employees of Service Provider shall fall under the ‘Unlimited liability’ to the Service Provider.</p> <p>(h) Service Provider shall not use be entitled to use its company logo or name in any of the developed applications in anyway whatsoever.</p>
<b>4.4.1.9 Intellectual Property Rights (IPR)</b>	<p>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.</p>
<b>4.4.1.10 Assignment</b>	<p>The Service Provider shall not assign, in whole or in part, any of their obligations under this RFP.</p>

#### **4.4.2 Service Provider’s PERSONNEL**

<b>4.4.2.1 General</b>	<p>The Service Provider shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.</p>
<b>4.4.2.2 Project Manager/ Relationship Manager</b>	<p>The Service Provider will appoint a technically competent person as single point of contact for interaction with UIDAI or its ecosystem partners.</p>



#### 4.4.3 OBLIGATIONS OF THE PURCHASER

<b>4.4.3 Assistance and exemptions</b>	Unless otherwise specified in this RFP, the Purchaser shall use its best efforts to ensure that the Government shall: (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. (b) Provide to the Service Provider and Personnel any such other assistance as may be specified in the RFP.
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#### 4.4.4 Facilities

<b>4.4.4.1 Services, Facilities and Property of the Purchaser</b>	The Purchaser shall make available to the Service Provider and its Personnel access to its facilities, as mutually agreed, at the times and in the manner required by the Service Provider for efficient discharge of Services. In case that such access shall not be made available to the Service Provider as and when required, the Parties shall agree on any time extension that may be appropriate to grant to the Service Provider for the performance of the Services.
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#### 4.4.5 PAYMENT TERMS

<b>4.4.5.1 Payment Obligation</b>	In consideration of the services performed by the Service Provider under the contract, UIDAI shall make such payments to the service provider and in such manner as is provided hereinafter
<b>4.4.5.2 Remuneration</b>	a) UIDAI shall pay to the Service Provider on the basis of financial quote in respect of the work, as specified in Scope of Work (Section-III), upon completion of each deliverable as specified therein, and subject to such Penalty Clause and/or other deductions, if any, as may be imposed on the Service Provider. b) The remuneration is fixed for the entire duration of the contract. The remuneration covers all costs associated with the works in respect of the project specified in the Scope of Work including all direct or indirect taxes, all direct or indirect personnel that may be deployed by the Service Provider for the works, computers and /or other equipment used for the same, any other indirect / incidental costs whatsoever, and no other payment(s) shall be made to the Service Provider except as specified herein. c) Final payment will be released upon production of all the consignee's receipts in the form prescribed vide Annexure VII.
<b>4.4.5.3 Taxes and Duties</b>	The Service Provider is responsible for meeting any and all tax liabilities arising out of the contract except for all local identifiable indirect taxes (as itemized and finalized at contract negotiations) that are reimbursable to the bidder

<b>4.4.5.4 Currency of Payment</b>	All payments under this contract shall be made in Indian Rupees only.
<b>4.4.5.5 Mode of Billing and Payment</b>	<p>Billings and payments in respect of the services shall be made as follows:</p> <p>a) Project-wise payments:</p> <p>i. Within 15 days of satisfactory completion, and acceptance by UIDAI, of the specified deliverable, the Service Provider shall submit to UIDAI, its invoice in triplicate, accompanied by appropriate supporting documents (as may be specified) of the amount payable to it.</p> <p>ii. UIDAI shall pay the Service Provider's invoice within 90 days after receipt of such invoice, prepared as per (i) above, and suitable deductions/adjustments shall be carried out for SLA deductions, or penalties, if any.</p> <p>b) Should any discrepancies be found to exist between the payment(s) made and amount payable to the Service Provider under the contract, UIDAI may add or subtract the difference, as the case may be, from any subsequent payment(s) for any of the project(s) under the contract.</p> <p>c) All payments under this Contract shall be made to the specified bank account of the Service Provider.</p> <p>d) Payments made during the currency of the contract do not constitute acceptance of services nor relieve the Service Provider of any obligation hereunder, till the final clearance / acceptance has been granted by UIDAI</p>

#### **4.4.6 GOOD FAITH**

<b>4.4.6.1 Good Faith</b>	The Parties undertake to act in good faith with respect to each other's rights under this RFP and to adopt all reasonable measures to ensure the realization of the objectives of this RFP.
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#### **4.4.7 SETTLEMENT OF DISPUTES**

<b>4.4.7.1 Amicable Settlement</b>	Performance of the Service Provider is governed by the terms & conditions of the RFP, in case of dispute arises between the parties regarding any matter under the RFP, either Party 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 4.4.7.2 shall become applicable.
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<b>4.4.7.2 Arbitration</b>	<p>a) In the case of dispute arising upon or in relation to or in connection with this RFP, 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 Service Provider, 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 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 CEO, UIDAI. 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 New Delhi, India 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 Service Provider. 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>
<b>4.4.7.3 Obligations during Arbitration</b>	<p>Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under this RFP unless they otherwise agree.</p>

#### 4.4.8 ADHERENCE TO RULES & REGULATIONS

<b>4.4.8.1 Adherence to Safety Procedures, Rules, Regulations, &amp; Restrictions</b>	<p>The Service Provider 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 Applicable laws including Information Technology Act, 2000 (and amendments thereof)</p> <p>The Service Provider shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.</p> <p>The Service Provider shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project.</p>
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#### 4.4.9 LIMITATION OF LIABILITY

<b>4.4.9.1</b>	<p>(i) Except in case of gross negligence or willful misconduct; and in the</p>
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<b>Limitation of Liability</b>	<p>case of infringement pursuant to Patent Rights:</p> <p>(ii) 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 Service Provider to pay liquidated damages (specified in Section IV) to the Purchaser; and</p> <p>(iii) All claims regarding indemnity shall survive the termination or expiry of the RFP.</p>
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#### **4.4.10. ALLOCATION AND AWARD OF WORK**

<b>4.4.10.1 Selection of bidder</b>	(iv) Process of award of work shall be governed by the process illustrated in Section II, clause 2.3 of this RFP document
<b>4.4.10.2 Performance Evaluation of the Bidder</b>	<p>(v) UIDAI will periodically and at the end of project evaluate the performance of the bidder.</p> <p>(vi) Evaluation will be based on the following:</p> <ol style="list-style-type: none"> <li>Quality of Estimation and Scope Management.</li> <li>Adherence to schedule</li> <li>Number and type of defects identified during User Acceptance Testing and Go-live</li> <li>Quality of communication with UIDAI</li> </ol>

#### **4.4.11 CHANGE MANAGEMENT**

<b>4.4.11.1 Change Management Process</b>	<p>Service Provider shall record all deviations from original/ last base lined scope of work as Change Request (CR). Service Provider shall also conduct detailed impact analysis in terms of cost and schedule before putting up the CR to UIDAI for approval</p> <p>All CRs shall be reviewed by UIDAI's Change Approval Committee before an approval is accorded</p> <p>Service Provider shall incorporate approved CRs into the original/last base lined versions of the impacted deliverables and publish them as new versions</p> <p>All invoices related to unapproved CRs shall be rejected by UIDAI.</p>
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## Section V – ANNEXURES

### ANNEXURE - I

#### BID COVERING LETTER

(On the Letterhead of the Bidder)

To,

(Address it to as per Clause 1.1.9.)

**Ref:** Request for Proposal Notification No. \_\_\_\_\_ dated \_\_/\_\_/\_\_\_\_

Dear Sir

I, the undersigned as an authorized representative of (Name of the Company/Firm), hereby state that -

1. Our company/firm (Name of the entity) is a Printing firm engaged in the business of printing of Diaries and Wall Calendars with an annual turnover of Rs.50 lakh or more since the past three financial years.

Or

Our company/firm has been empanelled by UIDAI as Printing/Advertising & Creative Agency vide UIDAI's Letter of Empanelment No. \_\_\_\_\_ dated \_\_/\_\_/\_\_\_\_ for a period up to dated \_\_/\_\_/\_\_\_\_.

2. Our company/firm (Name of the entity) offers to provide our services to UIDAI for design and printing of Diaries/Wall Calendar as per the Scope of Work in the RFP Notification No. \_\_\_\_\_ dated \_\_/\_\_/\_\_\_\_ at the price(s) quoted in the enclosed sealed Financial Bid (inclusive of all taxes) in accordance with the RFP.
3. Our company/firm (Name of the entity) agrees to abide by the terms and conditions stated in the RFP for the entire duration of this work.
4. Our company/firm (Name of the entity) declares that we are neither blacklisted by MeitY/UIDAI.
5. Our company/firm (Name of the entity) hereby certifies that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We also undertake that, in competing for (and, if the award is made to us, in executing) the above project, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988", "Prevention of Money Laundering Act, 2002" and such other laws as may be applicable.
6. We understand that the UIDAI is not bound to accept any bid received in response to this RFP.
7. We shall provide all 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 this contract/agreement or our empanelment with UIDAI including forfeiture of EMD submitted to UIDAI as part of this bid.

8. Estimate in terms of Function Points submitted by us includes all activities and deliverables within the Scope of Work as per this RFP.
9. Our correspondence details with regard to this RFP are:

No.	Information	Details
1.	Name and designation of the contact person	
2.	Official Address of the contact person	
3.	Mobile/Telephone numbers of contact person	
4.	Fax number of the contact person	
5.	Email ID of the contact person	

10. We also understand that UIDAI reserves the right to allocate our volume of work, in full or part, to any other bidders for deficiency of services on our part.

Yours sincerely,

Authorized Signature [In full as well as initials]: \_\_\_\_\_

Name and Title of Authorized Signatory\*: \_\_\_\_\_

Name of Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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***\*Letter of Authorization by the Company/Firm indicating the person who shall be authorized to negotiate on behalf of the company and sign on the bid documents shall be enclosed along with this letter. Format is given in Annexure II.***

**AUTHORIZATION LETTER**

(On the Letterhead of the Bidder)

To,

(Address it to as per Clause 1.1.9.)

**Ref:** Request for Proposal Notification No. \_\_\_\_\_ dated \_\_/\_\_/\_\_\_\_

Dear Sir

I, the undersigned authorize Mr/Ms. \_\_\_\_\_ as our authorized representative of (Name of the Company/Firm) for signing and submission of bids for Printing of Diaries and Wall Calendars, 2019 for UIDAI.

Mr/Ms. \_\_\_\_\_ is also hereby authorized to negotiate on (Name of the Company/Firm) on financial/operational matters of this project.

Yours sincerely,

Authorized Signature [In full as well as initials]: \_\_\_\_\_

Name and Title of Authorized Signatory\*: \_\_\_\_\_

Name of Company/Firm: \_\_\_\_\_

Address: \_\_\_\_\_

CONTACT NO.

EMAIL ID.-----

**Bid Preparation and Document Checklist****ANNEXURE-III**

A. It is compulsory to mention page numbers on each and every documents placed in the bid, except on the Diary and the Calendar samples.

B. Please review the below checklist before submitting your bid and attach this checklist at the beginning of the RFP.

<b>S.No.</b>	<b>Category</b>	<b>Detailed description</b>	<b>Page No. of Bid Document</b>	<b>Compliance (Yes/No)</b>
<b>1.</b>	Annexure I	Signed and Scanned copy of Bid Covering Letter		
<b>2.</b>	Pre-Qualification Criteria	<p>Bidder should be either an Advertising and Creative agency or Printer empanelled with UIDAI HQs or should be an entity engaged in the work of printing of diaries and wall calendars having an annual turnover of Rs.50 lakh or more since the last three financial years ending FY 2017-18 (i.e. 2015-16, 2016-17 &amp; 2017-18) derived from the work of printing.</p> <p>a. For Advertising and Creative agency or Printer empanelled with UIDAI HQs, no document is required.</p> <p>b. For entities engaged in the work of printing of diaries and calendars, having an annual turnover of Rs.50 lakh or more, the following needs to be submitted:</p> <p>(i) Certificate of incorporation (not mandatory for proprietorship firms)</p> <p>(ii) PAN card</p> <p>(iii) GST details</p> <p>(iv) Audited balance sheet/Income Tax Return &amp; certificate from Company Secretary/Statutory Auditor verifying the turnover for 2015-16, 2016-17 &amp; 2017-18.</p> <p>(v) For companies who have sources of income other than from printing business, shall provide certificate from Statutory Auditor as per Annexure IX</p>		
<b>3.</b>	Documents signed and submitted as per process	All the documents including the RFP should be signed and scanned and uploaded as per the process mentioned in Clause 2.1.5. All pages of RFP should be signed.		
<b>4.</b>	EMD	Signed and Scanned copy of EMD of Rs. Forty Thousand only (Rs.40,000/-) (only for		



		those bidders who are not exempted as per Clause 2.1.2 (ix) and (x) of this RFP), in the form of Demand Draft in favour of “ <b>Unique Identification Authority of India</b> ” payable at New Delhi and valid for a period of <b>forty-five days</b> beyond the bid validity period. Original Instrument to be submitted before the submission end date. EMD of the unsuccessful bidders will be returned at the earliest after expiry of the bid validity and latest on or before the 30th day after the award of the contract.		
		For agencies who are not empanelled with UIDAI as explained in Sl.No.2 above: Signed and Scanned copy of the MSME certificate, issued by Ministry of Micro, Small & Medium Enterprises or NSIC. EMD is also exempted for Printer empanelled with UIDAI.		
<b>5.</b>	Technical Bid	Scanned and Signed copies of two samples of Diary and Wall Calendar each as per specifications given in Scope of Work Section-III of this RFP (Clause 3.2 and 3.3) with date sheets.  <b>The technical two samples of Diary and Wall Calendar each as per specifications given in Section III should also be submitted at the address for Communication given in Clause 1.1.9 before last date and time of online submission of bids.</b>		
<b>6.</b>	Financial Bid	Whether BOQ for financial quote for printing, designing and dispatching 10,000 Diaries along with 10,000 Wall Calendars as per <b>Annexure III, Section V</b> of this RFP has been filled as per clause 2.1.5.		

**TECHNICAL BID INFORMATION**

1. Bidders are requested to ensure that their technical bid should be in line with Instructions to Bidders (Section II) and Scope of the Work (Section III) of this RFP.
2. The technical samples of Diary and Calendar as per specifications given in Section III should be submitted at the address for Communication given in Clause 1.1.9 before last date and time of online submission of bids
3. The selected artwork of Sample designs will be the property of UIDAI.
4. The Checklist given in Annexure III must be adhered to and all pages should be numbered and signed by the authorized representative.
5. Authorization letter shall be attached after the Bid Covering Letter and uploaded in Packet 1. All documents submitted by the bidder have been self-attested and numbered
6. EMD shall be placed in a separate envelope marked as “EMD” properly and submitted at the address mentioned in Clause 1.1.9 as per the timelines mentioned in Clause 1.1.6.
7. Financial Bid should be uploaded in Packet 2.

<b>S.No.</b>	<b>Order of Documents that need to be uploaded in Packet 1</b>	<b>Page No.</b>
1.	Bid Covering Letter	
2.	Authorization Letter	
3.	Proof of Eligibility as per the criteria given in RFP. a. Certificate of Incorporation/Registration (not mandatory for proprietorship firms) b. PAN card c. GST details d. Audited balance sheet/Income Tax Return & Certificate from Company Secretary/Statutory Auditor for 2015-16, 2016-17 & 2017-18	
4.	Exemption self-declaration supported by a valid MSME Certificate of Registration issued by Ministry of Micro, Small & Medium Enterprises or NSIC (for claiming exemption from EMD). EMD is also exempted for printer empanelled with UIDAI and such entities need not submit any document.	

Note: No additional document should be submitted as it shall not be considered for evaluation.

**FINANCIAL BID INFORMATION**

1. Bidders are required to submit the financial bid online only and no other format is acceptable. The price bid has been given as a standard BoQ format with the tender document. The same is to be downloaded and to be filled by all the bidders. For details (Refer to Clause 1.3 – ‘subsection iv: submission of bids’).
2. Incomplete or conditional bids would be liable for rejection.
3. Aforesaid rates are inclusive of cost of designing, artwork, planning, system work, printing, binding, packaging, cost of paper, etc., as given in Scope of Work and inclusive of all applicable taxes based on the technical specifications of the job.
4. The cost of dispatch/supply delivery to the consignee should be included in the overall cost that is provided in the financial bid. The mode of dispatch is left to the discretion of the bidder, provided the consignment reaches the consignee, undamaged in any form, and within timelines of this RFP.
5. The quotes (per unit) mentioned above will remain valid for a period of 90 days from the last date of submission of bid irrespective of the quantum of additional copies supplied.
6. Rates quoted should be both in words and in figures (preferably typed) and shall have no overwriting. Any overwriting in the financial rates may render the tender as invalid. A sample BOQ is appended below:

<b>Item Rate BoQ</b>						
<b>Tender Inviting Authority: Unique Identification Authority of India (UIDAI), Ministry of Electronics &amp; Information Technology (MeitY), GOVERNMENT OF INDIA</b>						
<b>Name of Work: Online - RFP for designing and printing of Wall Calendars and Diaries - 2019</b>						
<b>Contract No:</b>						
<b>Bidder Name :</b>						
<b><u>PRICE SCHEDULE</u></b>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )						
Sl. No.	Item Description	Quantity	Units	Financial quotes Per Unit as per specifications given in Scope of Work of this RFP Rs. P	Total cost for 10000 Diaries/Calenders printing and delivery as per the RFP Inclusive of Taxes	TOTAL AMOUNT In Words
<b>1</b>	<b>Dairies 2019 UIDAI</b>					
1.1	Cost of Design and page setting	10000.000	nos.			
1.2	Cost of printing	10000.000	nos.			
1.3	Cost of packaging	10000.000	nos.			
1.4	Cost of supply and delivery of diaries	10000.000	nos.			
<b>2</b>	<b>Calendars 2019 UIDAI</b>					

2.1	Cost of Design and page setting	10000.000	nos.			
2.2	Cost of printing	10000.000	nos.			
2.3	Cost of packaging	10000.000	nos.			
2.4	Cost of supply and delivery of calendars	10000.000	nos.			
<b>Total in Figures</b>						
<b>Quoted Rate in Words</b>		<b>INR</b>				

**ANNEXURE-VI****PROFORMA FOR SUBMITTING WRITTEN QUERIES\***

*(To be sent in doc/editable format only at the e-mail address given at Clause 1.1.9.)*

*RFP No. \_\_\_\_\_ dated \_\_\_\_\_*

**Name of Company/Firm:** \_\_\_\_\_

<b>SL. No.</b>	<b>Page No. of RFP</b>	<b>Section</b>	<b>Clause</b>	<b>RFP Statement</b>	<b>Query</b>	<b>Response/ Clarificati on</b>

- **Kindly note that queries sent to UIDAI in any other format or in read-only formats might be overlooked or rejected.**

**RECEIPT OF DIARIES AND CALENDARS**

To,  
ADG (Media)  
UIDAI HQs  
New Delhi

**Subject:** Receipt of Diaries & Calendars - 2019

Dear Sir,

This is to certify that the undersigned has received \_\_\_\_\_ Diaries and \_\_\_\_\_ Wall Calendars for the year 2019 on ..... in proper condition.

The undersigned has inspected them and found them undamaged.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Designation with Stamp: \_\_\_\_\_

UIDAI Regional Office: \_\_\_\_\_

**ANNEXURE VIII**

**CONSIGNEES DETAILS ALONG WITH THE QUANTITY**

<b>Location</b>	<b>ADG</b>	<b>Address</b>	<b>Diaries</b>	<b>Calendars</b>
Head Quarters New Delhi	Sh. Ashok Kumar	5 <sup>th</sup> floor, UIDAI Hqrs. Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi - 110001	2700	2700
Delhi	Sh. A.K Jain	UIDAI Regional Office, Ground Floor, Pragati Maidan Metro Station, Pragati Maidan, New Delhi-01	900	900
Chandigarh	Sh. Anil Bhatia	UIDAI Regional Office, SCO 139-141, 3rd and 4th Floor, Sector 17-C, Chandigarh-160017	900	900
Lucknow	Sh. Pradeep Kumar	UIDAI Regional Office, 3rd Floor, UP State Construction & Infrastructure Development Corporation Ltd. Building, TC-46/V, Vibhuti Khand, Gomti Nagar, Lucknow - 226 010	900	900
Guwahati	Sh. Piyush Chetiya	UIDAI Regional Office, Block-V, First Floor, HOUSEFED Complex, Beltola-Basistha Road, Dispur, Guwahati - 781 006	700	700
Ranchi	Sh. Deo Shankar	UIDAI Regional Office 1st Floor, RIADA Central Office Building Namkum Industrial Area, Near STPI Lowadih, Ranchi - 834 010	900	900
Mumbai	Sh. Sumnesh Joshi	UIDAI Regional Office 7th Floor, MTNL Exchange Building, G.D. Somani Marg, Cuffe Parade, Mumbai - 400 005	900	900
Hyderabad	Sh. Deepu Salim Nediyara	UIDAI Regional Office, 6TH Floor, East Block, Swarna Jayanthi Complex, Beside Matrivanam, Ameerpet Hyderabad-500 038 Telanagana State	900	900
Bangalore + Tech Centre	Sh. D M Gajare	UIDAI Regional Office Khanija Bhavan, No. 49, 3rd Floor, South Wing Race Course Road, Bangalore – 01	1200	1200
Total			10000	10000

**CERTIFICATE OF TURNOVER**

To,  
ADG (Media)  
UIDAI HQs  
New Delhi

**Subject:** Certificate stating M/s \_\_\_\_\_ has generated average income of Rs.50 lakh or more from printing business

Dear Sir,

This is to certify that M/s \_\_\_\_\_ has generated average income of Rs.50 lakh or more in the last three financial years, i.e., 2015-16, 2016-17 & 2017-18 from printing business.

We, the Statutory Auditors of M/s \_\_\_\_\_ have audited their books and certify the above statement to be true.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Statutory Auditor Firm's name with Stamp: \_\_\_\_\_