



Unique Identification Authority of India
Government of India
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus, New Delhi 110001

NOTICE INVITING TENDER FOR HIRING OF AGENCY FOR PRINTING WORK

1. Sealed bids are invited in separate envelopes for Technical and Financial bid proposals from Agencies that can provide professional services for printing works of UIDAI.
2. Bids must be submitted at the UIDAI Headquarters in **single envelope** marked as '**Bid for Hiring of Agency for Printing Work of UIDAI**' containing **four separate sealed envelopes**:
 1. 'Technical Bid for hiring of agency for Printing Work of UIDAI',
 2. 'Financial Bid for hiring of agency for Printing Work of UIDAI',
 3. 'Earnest Money Deposit demand draft of Rs. 50,000/-' and
 4. 'Processing fee of Rs.100/- towards tendering process for hiring of agency for Printing Work of UIDAI'.
3. The sealed envelope should reach UIDAI by at 3.00 P.M on May 6, 2015 addressed to:

Deputy Director (Media)
Unique Identification Authority of India (UIDAI)
3rd Floor, Tower II, Jeevan Bharati Building
Connaught Circus
New Delhi 110001.
4. The interested agencies are required to download the free of cost bid document from our website <http://uidai.gov.in> or obtain it from UIDAI Headquarters at the above mentioned address.

5. **Bid Processing Fee:** All bidders are required to pay non-refundable bid processing fee of Rs. 100/- (Rupees One hundred only) in the form of a Demand Draft in favour of '**PAO, UIDAI, New Delhi**' along with the bid.
6. **Earnest Money Deposit (EMD):** An EMD of Rs. 50,000 (Rupees Fifty Thousand Only) in the form of a demand draft drawn in favour of '**PAO, UIDAI, New Delhi**' should be submitted along with the Technical Bid. Proposals not accompanied by EMD will be treated as non-responsive and rejected. No interest shall be payable on the EMD. The EMD of the unsuccessful bidders would be returned within 2 months of the signing of the contract.
7. Bids received after the due date and time and without EMD and Processing fee will be rejected summarily.
8. Agencies may send one representative each on their behalf to be present at the opening of bids on the same day , i.e., May 6, 2015 at 3.05 P.M.after the submission time is over.
9. Agencies may contact Deputy Director (Media) for any clarification related to this bid request latest by April 24, 2015 at 5.00 P.M..
10. UIDAI reserves the right to cancel this process at any stage and any point of time without assigning any reason thereof.
11. Important dates:

S No.	Activity	Date
1	Last date for submission of queries	April 24, 2015 at 5.00 P.M.
2	Last date for submission of response to bid	May 6, 2015 before 3.00 P.M.
3	Date and time for opening of bid envelope covers	May 6, 2015 at 3.05 P.M.

Deputy Director (Media)
UIDAI, HQ, New Delhi.



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BID DOCUMENT FOR HIRING OF AGENCY FOR PRINTING WORK

1. PURPOSE

UIDAI wishes to engage an Agency/Printer for its printing work which will be required to undertake printing of brochures, booklets, folders and in-house publications, etc. in English, Hindi and/or regional languages as and when asked for within the specified time limits.

2. ELIGIBILITY CRITERIA

The invitation to respond to RFP is open to registered business entities that have their head office in Delhi/NCR. No consortium shall be allowed to participate. The bidder has to satisfy the following qualification criteria for empanelment:

Criteria	Minimum Qualification
Accreditation Agency/printer must be an individual or a reputed firm dealing with printing services for Government Departments / Ministries / Autonomous Bodies, etc. No consortium is allowed.	The agency/printer should be in business for the last five years with good track records and capable of handle printing and delivery of printed matter at short notice as per work order and requirements of UIDAI.
Annual Turnover	Minimum Annual Turnover in each of the last 3 financial years should be Rs 25 lakh.(Must be

	Audited/certified by a Chartered Accountant).
Office Registered/ Head Office	Fully operational Head/branch Office in Delhi/NCR. Documentary Evidence must be attached
Past Work	3 best projects successfully completed in last three years preferably in Government Departments/ Ministries. Work orders need to be enclosed as supporting documents. Samples of each of the three project work also need to be submitted.
Printing Infrastructure	Minimum number of printing assets as defined in Annexure – A para 8 & 9 need be specified. Agency/Printer needs to give self declaration for the same. UIDAI reserves the right to conduct visit to printer’s premises to ascertain the same.
Valid Tax Registration	The agency/printer should have valid registration for VAT, Service Tax, etc. (Documents in support of claim should be attached).

Status	The agency/printer should not have been blacklisted in the past by Central Government/any of the State Government/ Public Sector Undertaking. A declaration in this regard on firm's letterhead and signed by the authorized signatory must be attached.
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3. EVALUATION CRITERIA

Evaluation of the bid document will be carried out by a Bid Evaluation Committee. Eligible bids will be put through Quality cum Cost Based System (QCBS) method as illustrated in **Annexure-D**. In QCBS, a weighted composite final score will be calculated on the basis of separate evaluations of the Technical Bid (60% weightage) and the Financial Bid (40% weightage).

4. GENERAL CONDITIONS

1. Bids incomplete in any respect shall be summarily rejected.
2. UIDAI reserves the right to accept or reject any or all of the responses to RFP without assigning any reason.
3. UIDAI takes no responsibility for delay, loss in transit, or non-receipt of bids.
4. VAT/CST/WCT will be paid only in respect of work order allotted and completed successfully.
5. Tax will be deducted at source as per the prevalent rates at the time of settlement of bills.
6. UIDAI reserves the right to offer the same type of work to more than one agency/printer.

7. The agency/printer shall be fully responsible for bad printing/ inferior quality, not matching the specifications given by UIDAI.
8. All documents must be submitted, properly marked and sealed. In case of dispute, content submitted in the proposal will be accepted only on presentation of the original document.
9. All the bid documents must be duly signed and stamped.
10. The agency/printer must be available to UIDAI at short notice as and when required by UIDAI.
11. The agency/printer shall arrange to make the artwork, approved by UIDAI, at its own expenses.
12. The empanelled printer should have required valid permission/license/clearance from the concerned authorities to execute work order.

5. TERMS & CONDITIONS OF CONTRACT

The general terms and conditions would be as follows:

- i. The initial contract will be for two years, extendable on the satisfactory performance for a further period of one year at a time but not more than twice on mutual consent on the same terms and conditions. No escalation in the rates on any account will be permitted during the contract period and during extended engagement period, if any, of the rate contract.
- ii. The selected agency/printer will have to deposit Performance Bank Guarantee of Rs.1,00,000/- (Rupees One Lakh only) as per the format provided in the Procurement Manual of UIDAI in the form of Account Payee Demand Draft or Bank Guarantee issued by a reputed Bank or Fixed Deposit Receipt (FDR) made in the name of the Agency and hypothecated to the **'Pay & Accounts Officer, UIDAI, New Delhi'**.

- iii. No advance payment will be made to the agency/printer for any assigned work under any circumstances.
- iv. During execution of the assigned work, a penalty of 1% of the project contract value per day (subject to maximum 20%) may be imposed by UIDAI, in case of the following:
 - Quality of deliverable is not up to the mark (In such a case, UIDAI may ask the agency/printer to improve the quality of deliverable to the required extent). Delays in deliverables; If the delay is beyond 15 days, then UIDAI may annul the project contract and shall be free to get it done from any other agency/printer at the risk and cost of the hired agency/printer. The UIDAI may debar such agency/printer for applying in future RFPs also.
 - Not assigning/arranging adequate resources in time.
 - Not engaging resources on a dedicated basis, when required.
 - Assigned resources that do not meet UIDAI's requirements, are not replaced with better resources
- v. Except with the prior written consent of the UIDAI, the agency/printer shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the agency/printer make public any such information gathered in the course of, or as a result of, the Services.
- vi. In the event of a dispute between the agency/printer and the UIDAI, the decision of the Director General, UIDAI shall be final and binding.
- vii. The UIDAI reserves the right to reject any application at any stage of bidding without assigning any reason, whatsoever.

6. Performance Bank Guarantee (PBG):-

The agency/printer will have to deposit PBG of an amount of Rs.1,00,000/- (Rupees One Lakh only) in the form of Bank Guarantee issued by a scheduled Bank or Fixed Deposit Receipt (FDR) made in the name of the agency/printer and hypothecated to the **Pay & Accounts Officer, UIDAI, New Delhi** for the period covering the term of this contract. The PBG should remain valid for a period of 90 days beyond the concluding date of Contract. In case of further extension(s) of the Contract, the PBG will have to be renewed accordingly.

7. FORMATS FOR BID PROPOSALS

Prospective bidder Agencies/Printers shall submit their Technical and Financial proposals in the formats as mentioned in the **Annexure-A** and B and in the Checklist (**Annexure-C**). Annexure to the RFP are as follows:

1. Technical Bid Format (**Annexure-A**).
2. Financial Bid Format (**Annexure-B**).
3. Check List (**Annexure-C**).
4. Evaluation Methodology (**Annexure-D**).
5. Draft Agreement (**Annexure-E**).
6. Performance Bank Guarantee (**Annexure-F**).
7. Declaration Format (**Annexure-G**).
8. Evaluation Mark Sheet (**Annexure-H**)

Every document submitted in support of the bid proposal must be self-attested and signed with seal and numbered.

2. The Check list must be properly fulfilled and signed with seal. Page number shall be marked against each item in the Check list.

Annexure-A**TECHNICAL BID FORMAT**

S No	Description	Detail				
1	Must be an individual or reputed business entity dealing with printing services in Government departments /ministries / autonomous bodies, etc.	Submit documents in support				
2	Annual turnover as per the audited/certified accounts for three FYs ending with 2013-14 by Chartered Accountant/ Statutory Auditors	FY 2011-12	FY 2012-13	FY 2013-14		
		Submit the certified accounts by Chartered Accountant.				
3	Registered/ Head office in Delhi/NCR	Submit documents in support				
4	Three best projects successfully completed in last 3 years for Government Department/ Ministries.	Submit work orders or appreciation letters				
		Sl no	Name of the client	Sector Govt/ PSU	Year	Value of work (in Rs.)
5	The agency/ printer should be registered for VAT, Service Tax, etc.	Submit relevant documents in support				
6	The agency/printer should not have been blacklisted in the past by Central Government/any of the State Government/ Public Sector Undertaking.	A declaration in this regard on firm's letterhead and duly signed by the authorized signatory must be attached.				
7	Paper Samples of (i) 70,80,100,130 GSM imported Art Paper and (ii) 300 GSM imported Art Card	Paper samples should be in A-4 size. The firm will stand disqualified if the samples are not in conformity with the specifications.				
8	Sample work done in last 3 years with work orders and completion certificates :	a. Three best printing projects undertaken with some Government Departments/ Ministries b. Three best samples of brochures published c. Three best samples of documents				

		published d. Three best samples of booklets published e. Three best samples of pamphlets/folders published
9.	Infrastructure available	
	A. Printers and Manpower	<p>i. Minimum of two Single Colour Offset Printing Machines</p> <p>ii. At least one four colour Offset Printing Machine</p> <p>iii. Complete Processing hardware including scanners, DTP with two terminals (P-IV or above) along with colour inkjet/ colour laser printer of 600 DPI or above, etc.</p> <p>iv. Required manpower including page setter/designer, graphic artists, translators, DTP operator, courier/delivery boy, etc. (Please provide the number of in-house designers/graphic artists and details of their experiences, etc.)</p>
	B. Processing Facilities	<p>i. The agency/printer should have in-house high quality printing facilities for scanning, plate processing, etc. (Please list assets that are being used for the same).</p> <p>ii. Printer should have excellent designing capabilities using computer software and good photographic/graphic resources for producing high quality design concepts, colour schemes, layout for superior quality production. Please provide details of software available with Printer to design.</p> <p>iii. Printer should possess all auxiliary facilities, including internet facility, telephone, fax, email, etc. to ensure prompt communication with UIDAI.</p> <p>iv. The printer should be able to provide translation facility in at least four regional languages, besides Hindi. (Please mention the name of the languages in which translation facilities would be provided).</p>

Note: UIDAI may inspect the premises to ensure that these facilities really exist with the agency/printer.

Annexure -B

FINANCIAL BID FORMAT

The Financial bid should include the cost of designing, making positives, scanning & system charges, plates, paper, printing, binding and delivery of goods as desired by UIDAI with following specifications and quantities (excluding taxes. Applicable taxes should be mentioned separately). There should be no conditionality in the Financial estimates/rates. Paper sample of 70,80,100 and 130 GSM imported Art Paper and 300 GSM imported Art Card needs to be enclosed separately with Financial bid .

Item with specifications	Rates for Quantity 200 nos	Rates for Quantity 500 nos	Rates for Quantity 1000 nos	Rates for Quantity 5000 nos
A-4 Size Single colour printed 4 page (on 70,80,100 and 130 GSM Imported Art Paper)				
A-4 Size Two colour printed 4 page (on 70,80,100 and 130 GSM Imported Art Paper)				
A-4 Size Four/Multi colour printed 4 page (on 70,80,100 and 130 GSM Imported Art Paper)				
A-4 Size Single colour printed 4 page (on 300 GSM Imported Art Card)				
A-4 Size Two colour printed 4 page (on 300 GSM Imported Art Card)				
A-4 Size Four/Multi colour printed 4 page (on 300 GSM Imported Art Card)				

Signature.....

Certified by, in the capacity of.....

Duly authorized to sign proposal for and on behalf of.....

Date.....Place.....

Annexure- C**CHECK LIST**

Sl. No.	Particulars Enclosed		Page no. of bid document
1.	i) Processing fee enclosed	Yes/No	
	ii) Earnest Money Deposit enclosed	Yes/No	
2.	Declaration(s) on the official letterhead wrt Annexure-1	Annexure-1	
3.	Status of Agency/Printer (Proprietorship, Partnership, Company, etc.) enclose supporting documents		
4.	Documents (Work order/ letter of empanelment) in support of claim that the Printing Services has been provided to Government Deptts/ Ministries for the last 3 years.		
5.	Financial Turnover as per audited Balance Sheet duly certified by Chartered Accountant/Statutory Auditors Annual turnover for the last 3 Financial Years (Submit the Audited Balance Sheet for the Year 2011-12, 2012-13 and 2013-14. In case Balance Sheet for the Year 2013-14 is not audited, an unaudited statement duly signed by the authorized signatory may be submitted)	2011-12 Rs._____ 2012-13 Rs._____ 2013-14 Rs._____	
6.	Documents in support of claim of fully operational/head office in Delhi/NCR.		
7.	Samples of three best projects undertaken in last 3 years for Government Departments/Ministries.		

8.	Documents in support of registration for VAT, Service Tax and PAN.		
9.	Self declaration on the agency/printer's letterhead to the effect that the agency/printer has NOT been blacklisted in the past by any Central /State Governments or PSUs		

Note: All documents must be self-attested by the authorized signatory of the bidder.

Date:

Place:

Signature of the Proprietor / Partners/
Director/Authorized Official
with rubber stamp/seal

EVALUATION METHODOLOGY

Scoring Benchmark

1. A benchmark of 70 marks in evaluation of the Technical bid would be the criteria for opening of the Financial bid, wherein the bidder must score a minimum of 35% in each of the evaluation criteria indicated in Annexure H. Bidders scoring less than 70 marks in Technical Evaluation shall NOT be considered for opening of the Financial bid and their offer will be disqualified. Financial bids of such disqualified bidders would be returned unopened after the completion of the bid process.
2. The marks/scores will be calculated up to 2 decimal points.

Scoring Methodology:

An Illustrative Example -

Bidder A and Bidder B both submit their Technical bids. According to the evaluation criteria, these bids will be evaluated as follows:

Bidder A

Parameter as in Annexure-A para 8 & 9	Bidder A's marks	Bidder A's total technical score
8(a+b+c+d+e)	-50/60	50+20+10= 80
9.A(i+ii+iii+iv)	20/25	
9.B(i+ii+iii+iv)	10/15	

Bidder A's total score is 80.00 (≥ 70.00). Bidder A will therefore be eligible for consideration of the Financial bid.

Bidder B

Parameter as in Annexure-A para 8 & 9	Bidder B's marks	Bidder B's total technical score
8(a+b+c+d+e)	40/60	40+10+10= 60
9.A(i+ii+iii+iv)	10/25	
9.B(i+ii+iii+iv)	10/15	

Bidder B's total weighted score is 60.00 (<70.00). Bidder B will therefore **not** be eligible for consideration of the Financial bid.

Financial Bid Criterion & Weightage

For evaluation of the Financial bid, the lowest bidder will be given a score of 100. The score of other bidders will be proportionately scaled down as per the following formula: $\text{Lowest bidder price} / \text{Quoted price of the bidder} \times 100 = \text{Score}$ (up to 2 decimal points).

For example, if the lowest bid price is Rs. 100, the lowest bidder will get a score of 100. If the second lowest bid is Rs. 150, the bidder will get a score of $(100/150) \times 100 = 66.66$. The scores will be calculated up to 2 decimal points.

Calculating the Composite Final Score(s)

The composite final score will be calculated with the Technical and Financial scores as shown in the illustrative example below. The short-listed Agencies will be ranked as L1, L2, etc. (score calculated up to 2 decimal points) based on decreasing order of composite final scores and L1 (highest composite final score) will be declared as the Lowest Bidder.

Illustrative Example:

Bidders A, B and C, say for example, have score 80, 85 and 90 marks respectively in their technical bid and have qualified for consideration of their Financial bids. The Financial bids of these 3 bidders are saying as follows: A= Rs.5 lakhs, B= Rs. 7.5 lakhs and C= Rs. 10 lakhs. The composite final score(s) for A, B and C will be calculated in the following manner:

1	2	3	4	5	6	7	8
Bidder	Technical Marks	Weighted Technical Score (col. 2 x 60%)	Financial Bid quote (in Rs. lakh)	Proportionate Financial score (lowest quote / bidder's quote) x 100	Weighted Financial score (column 5 x 40%)	Final composite score (S=col. 3 + col. 6)	Ranking

A	80	48	5	100.00	40	88.00	L1
B	85	51	7.5	66.67	27	78.00	L2
C	90	54	10	50.00	20	74.00	L3

Since bidder A has the highest composite final score (S=88.00), it will be declared as L1 i.e. Lowest Bidder.

In case the highest composite score is the same for more than one bidder, the bidder with the higher Financial bid score will be awarded the contract.

Draft Agreement

Agreement for Hiring of Agency/Printer for Printing Work of UIDAI, New Delhi

Project Name: “Hiring of Agency/Printer for Printing Work of UIDAI”

Agreement for RFP dated xx/xx/2015

between

Unique Identification Authority of India (UIDAI)

Government of India
3rd Floor, Jeevan Bharti Bldg, Tower – II,
Connaught Circus, New Delhi - 110001

and

____(**Selected Agency/Printer**)____

Preface

- The Agreement consists of two parts: the Form of Agreement to be signed by the Subscriber and the Agency including the General Terms & Conditions and the Appendices.
- The General Terms & Conditions of the Agreement shall not be modified.

Dated: _____

• Form of Agreement

This AGREEMENT (hereinafter called the “Agreement”) is made the [number] day of {*name of the month*} month of 2015, between, **Unique Identification Authority of India (UIDAI)**, hereinafter

called the **“Client”** which shall, unless repugnant to the context or meaning hereof, mean and include its representatives, successors and permitted assigns of the First Part;

And

M/s XXXXXXXXXX an Agency/Printer is a duly registered firm under XXXXXXXXX Act and having its Offices at XXXXXXX, XXXXX, New Delhi/NCR which shall hereinafter be referred to as the **“Agency/Printer”** which term and expression shall mean and include his heirs, executors, successors, legal representatives, administrators of the Second part;

Both Client and Agency/Printer shall individually be referred to as “Party” and together as “Parties’.

WHEREAS:

WHEREAS the Client is an office of the Government of India with primary responsibility of issuance of Aadhaar numbers to the Indian residents. The agency represents that they are well established organization in providing Printing Works to various Government, semi-Government and private sector organizations.

WHEREAS the Client had expressed its intent to hire an Agency/Printer for Printing Work vide Notice Inviting Tender (NIT) in XX (*name of the month*) 2015.

WHEREAS the AGENCY/PRINTER had made its representations against the above stated NIT and was found to be technically suitable and was successful among bidders.

NOW THEREFORE, the CLIENT is desirous of availing the services of the AGENCY/PRINTER in relation to Printing Work in accordance with the terms and conditions stipulated herein. It is deemed

necessary for both the parties to enter into this agreement and finalize the terms and conditions of the agreed services in writing.

NOW THEREFORE, in consideration of the mutual agreement of the Parties, the sufficiency whereof is hereby acknowledged and for other good valuable consideration, the Parties agree as follows:

1. SCOPE OF SERVICES

The AGENCY/PRINTER will provide to the CLIENT the Printing Work wherein it will be required to undertake printing of brochures, booklets, folders and in-house publications, etc. in English, Hindi and regional languages as and when asked for within the specified time limits.

2. GENERAL TERMS & CONDITIONS

The effective date of the Agreement on which it comes into force shall be the date of signing of this Agreement. The general terms and conditions of this Agreement shall be subject to the general Applicable Laws and any other instruments having the force of law in India, as issued and in force from time to time, besides the following terms and conditions:

- i. The initial contract will be for two years, extendable on the satisfactory performance for a further period of one year at a time but not more than twice on mutual agreement. During the period of such extensions, the rates, terms and conditions of the contract will not be changed.
- ii. The selected Agency/Printer will have to deposit Performance Security Deposit of Rs.1,00,000/- (Rupees One Lakh only) as per the format provided in the Procurement Manual of UIDAI in the form of Account Payee Demand Draft or Bank Guarantee issued by a reputed Bank or Fixed Deposit Receipt (FDR) made in the

name of the Agency and hypothecated to the **'Pay & Accounts Officer, UIDAI, New Delhi'**.

- iii. No advance payment will be made to the Agency/Printer for any assigned work under any circumstances.
- iv. During execution of the assigned work, a penalty of 1% of the project contract value per day (subject to maximum 20%) may be imposed by UIDAI, in case following problems are found :
 - Quality of deliverable is not up to the mark (till the quality is improved to the required extent)
 - Delays in deliverables
 - Not assigning adequate resources in time
 - Not engaging resources on a dedicated basis, even when required
 - Assigning resources that do not meet UIDAI's requirementsIf the delay is beyond 15 days, then UIDAI may annul the project contract and shall be free to get it done from other agencies/printers at the risk and cost of the appointed agencies. UIDAI may debar printer for applying in future RFPs also.
- v. Except with the prior written consent of the UIDAI, the Agency/Printer shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency/Printer make public any such information gathered in the course of, or as a result of, the Services.
- vi. In the event of a dispute between the Agency/Printer and the UIDAI, the decision of the Director General, UIDAI shall be final and binding.
- vii. In the event of any default by the Agency/Printer causing loss or damage to the Client, and failure of the Agency/Printer to fulfill its obligations mentioned in para 7 of this Agreement, shall be

liable to pay damages to the Client as per the penalty clause, which could be deducted from the payments due to the Agency/Printer, if any.

- viii. This Agreement may be terminated by either Party by giving 60 days notice in writing to the other Party explaining the reason of termination.
- ix. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this Agreement in so far as such inability arises from an event of *Force Majeure*, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

3. FORCE MAJEURE

For the purposes of this Agreement, “*Force Majeure*” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

3.1 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Agreement, and avoid or overcome

in the carrying out of its obligations hereunder.

3.2 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

3.3 If a Force Majeure situation arises, the Agency shall promptly notify to the UIDAI in writing, of such conditions and the cause thereof. Unless otherwise directed by the UIDAI in writing, the Agency shall continue to perform its obligations under the Terms & Conditions as reasonably as practical, and shall seek all reasonable alternative means for due performance not prejudiced by the Force Majeure event carrying out of its obligations hereunder.

4. CHARGES FOR SERVICES UNDER SCOPE OF SERVICES

The Subscriber agrees to pay the Agency following charges for the services provided under the Scope of Services stated in para 1 of this Agreement:

Item with specifications	Quantity 200 nos	Quantity 500 nos	Quantity 1000 nos	Quantity 5000 nos
A-4 Size Single colour printed 4 page (on 130 GSM Imported Art Paper)				
A-4 Size Two colour printed 4 page (on 130 GSM Imported Art Paper)				
A-4 Size Four/Multi colour printed 4 page (on 130 GSM Imported Art Paper)				
A-4 Size Single colour printed 4 page (on 300 GSM Imported Art Card)				
A-4 Size Two colour printed 4 page (on 300 GSM Imported Art Card)				
A-4 Size Four/Multi				

colour printed 4 page (on 300 GSM Imported Art Card)				
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5. TERMS OF PAYMENT

The payment to the Agency/Printer against its proper pre-receipt bills will be subject to the following terms and conditions:

5.1 The rates are exclusive of all charges, duties, levies including Service Tax. Service tax is charged extra. Applicable Service Tax as per present rates. Any change in Service Tax rates during tenure of the contract will be to UIDAI account.

5.2 Payment Terms:

5.2.1 Payments will be made on completion of the work order on presentation of pre-receipt bill raised by the agency/printer.

5.2.2 Payments to the Agency/Printer shall be made only to its Bank account. For this purpose, while forwarding bills, the Agency/Printer shall have to give its banker’s details, including IFSC Code, etc.

5.2.3 Payment will be made strictly as per approved rates of the Contract Agreement.

5.2.4 Payment to the Agency/Printer will be made normally within 60 (sixty) days from the date of submission of bills completed in all respect.

5.2.5 Payments will be made after deduction of due taxes at source and other levies, if any.

6. PERFORMANCE SECURITY DEPOSIT

The Agency will have to deposit Performance Security Deposit as per the format provided in the *Appendix O* of the Procurement

Manual of UIDAI that can be downloaded from the website of UIDAI or through the link

http://uidai.gov.in/images/tenders/procurement_manual_2014_with_appendices_01042014.pdf; of an amount of Rs. 1,00,000/- (Rupees One Lakh only) in the form of Bank Guarantee issued by scheduled Bank or Fixed Deposit Receipt (FDR) made in the name of the Agency and hypothecated to the **Pay & Accounts Officer, UIDAI, New Delhi** for a period covering the term of the contract. The Performance Security Deposit should remain valid for a period of 90 days beyond the concluding date of Agreement. In case of further extension the Contract period beyond the initial term, the Performance Security Deposit will have to be renewed accordingly.

7. OBLIGATIONS OF THE AGENCY/PRINTER

The Agency/Printer shall have the following obligations under this Agreement:

7.1. The Agency/Printer shall adhere and complete all the assignments in accordance with Scope of Services and terms & conditions stipulated in this Agreement.

7.2. The Agency/Printer shall not act in any manner that may cause breach of any of the terms and conditions of this agreement and must not result in any loss and damage to the Client.

7.3 The Agency/Printer shall not assign or transfer any of their rights or obligations under this Agreement to any other Agency/Sub-Agency, without prior written consent and permission of the Client.

8. OBLIGATIONS OF CLIENT

The Client shall have the following obligations under this Agreement:

8.1. The Client shall make payments that become due to the

Agency/Printer for its satisfactory services provided as per the Scope of Services and the Terms & Conditions specified under this Agreement, without failure or undue delay.

8.2. In the event of any undue delay in the payment of charges, the Client shall be liable to pay interest @ 15% per annum on the defaulted amount, for such period of delay.

10. DISPUTE RESOLUTION & GOVERNING LAWS

In the event of any question, dispute, breach, termination or validity thereof or any difference whatsoever arising between the parties under this Agreement or in connection therewith relating to the existence, validity and interpretation of this Agreement, shall be first endeavoured to be settled through informal discussion or negotiations. The following process would be taken up for dispute resolution in the event of informal discussions or negotiations do not succeeding:

10.1. The dispute shall be referred to Conciliation and then to Arbitration under the Indian Arbitration and Conciliation Act, 1996 to a sole arbitrator to be appointed by DG&MD of UIDAI, in accordance with the said Act.

10.2. The venue of Arbitration shall be at New Delhi.

10.3. The language of the proceedings (including documentation) shall be in English. Until such award is made, Client and Agency/Printer shall both bear the cost of arbitration equally, including the appointment fee. The award of the Arbitrator shall be final and binding on both the parties.

10.4. Governing Law shall be the applicable laws of India and the process of amicable resolution, conciliation, and judicial process shall take place in New Delhi.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the {day}, {month} {year} first above written, and shall extend to and bind the parties, their successors, assigns and personal representatives.

For and on behalf of (Selected Agency)

For and on behalf of UIDAI

Name, Designation and
Signature of Witnesses

1.

2.

Format for Performance Security Deposit

Weblink:

http://uidai.gov.in/images/tenders/procurement_manual_2014_with_appendices_01042014.pdf

{Kindly see the APPENDIX-O of the Procurement Manual of UIDAI}.

**PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with Stamp Act)**

**The non-judicial stamp paper should be in the name of issuing Bank
Ref..... Bank Guarantee No.....
Date.....**

To
Unique Identification Authority of India
Government of India
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus, New Delhi-110001

Dear Sirs,

1. In consideration of the Unique Identification Authority of India, Government of India, on behalf of the President of India, (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s..... with its Registered/Head office at..... (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No..... Dated and the same having been acknowledged by the Contractor, resulting in a Contract, bearing No..... Dated.....valued at.....for..... (scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs. (in words & figures).

2. We..... (Name & Address of Bank Branch) having its Head office at(hereinafter

referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Contractor merely on a demand from the Owner stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Owner by reason of breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s)' failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Owner discharges this guarantee.

3. The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy Procurement Manual Page **24** of **61** or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Service Provider(s).

6. Notwithstanding anything contained hereinabove:

(1) Our liability under this guarantee is restricted to Rs. (in words & figures).

(2) This Bank Guarantee will be valid up to; and

(3) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this.....day of.....20.....at.....

WITNESS

.....

(Signature) (Signature)

.....

(Name) (Name)

.....

(Official Address) (Designation with Bank Stamp)

Attorney as per Power of Attorney No.....

Dated.....

(DECLARATION ON OFFICIAL LETTERHEAD)

DECLARATION

- i. I, _____ (Name & Designation) solemnly affirm that the facts stated in the application form and the supporting documents are correct and nothing has been concealed, withheld or fabricated. If any information submitted above, is found to be concealed, withheld or fabricated, I may be liable to be debarred from participating in bidding process.
- ii. I permit UIDAI to inspect my records to ascertain the above facts, including site visit of our office/premises/printing press.
- iii. I permit UIDAI to cross check the above facts from any other source.
- iv. I or my authorized representative, if required by UIDAI, has to give sample of work to Bids Evaluation Committee at my own cost.
- v. I will abide by the decision of UIDAI regarding contract.

SIGNATURE OF AUTHORISED OFFICIAL

Full name and designation:

Date:

(Seal of Organisation)

Evaluation Mark Sheet

Submission	Marking Scheme
<p>Evaluation against Para 8 of Annexure-A: Sample work done in last 3 years with work orders and completion certificates :</p> <p>a. Three best printing projects undertaken with some government departments/ministries</p> <p>b. Three best samples of brochures published</p> <p>c. Three best samples of documents published</p> <p>d. Three best samples of booklets published</p> <p>e. Three best samples of pamphlets/folders published</p>	<p>Four marks for each such work submitted along with work order and completion certificate on the basis of the quality of printing, design, graphics, etc.</p> <p>12marks for section 8(a)</p> <p>12marks for section 8(b)</p> <p>12marks for section 8(c)</p> <p>12marks for section 8(d)</p> <p>12marks for section 8(e)</p> <p>= 60 marks (in total)</p>
<p>Evaluation against Para 9 of Annexure-A:</p> <p>Infrastructure available:</p> <p>A. Printers and Manpower</p> <p>i. Minimum of two Single Colour Offset Printing Machines</p> <p>ii. At least one four colour Offset Printing Machine</p> <p>iii. Complete Processing hardware including scanners, DTP with two terminals (P-IV or above) along with colour inkjet/ colour laser printer of 600 DPI or above, etc.</p> <p>iv. Required manpower including page setter/designer, graphic artists, translators, DTP operator, courier/delivery boy, etc. (Please provide the number of in-house designers/graphic artists and details of their experiences, etc.)</p>	<p>Marks would be given out of 25 marks for Section 9 A.</p> <p>4 marks for section 9A(i)</p> <p>2 marks for section 9A(ii)</p> <p>6 marks for section 9A(iii)</p> <p>13marks for section 9A(i)</p> <p>= 25 marks</p>

<p>B. Processing Facilities</p> <p>i. The agency/printer should have in-house high quality printing facilities for scanning, plate processing, etc. (Please list assets that are being used for the same).</p> <p>ii. Printer should have excellent designing capabilities using computer software and good photographic/graphic resources for producing high quality design concepts, colour schemes, layout for superior quality production. Please provide details of software available with Printer to design.</p> <p>iii. Printer should possess all auxiliary facilities, including internet facility, telephone, fax, email, etc. to ensure prompt communication with UIDAI.</p> <p>iv. The printer should be able to provide translation facility in at least four regional languages, besides Hindi. (Please mention the name of the languages in which translation facilities would be provided).</p>	<p>Marks would be given out of 15 marks for 9B.</p> <p>5 marks for Section 9B(i)</p> <p>5 marks for Section 9B(ii)</p> <p>3 marks for Section 9B(iii)</p> <p>2 marks for Section 9B(iv)</p> <p>= 15 marks</p>
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Note : A benchmark of 70 marks in evaluation of the Technical bid would be the criteria for opening of the Financial bid, wherein the bidder must score a minimum of 35% in each of the evaluation criteria indicated in Annexure H.