

Government of India
Ministry of social justice and empowerment
(Department of Empowerment of Persons with Disabilities)
Paryavaran Bhawan, CGO Complex Lodhi Road, New Delhi

NOTICE INVITING TENDER

For

Selection of Agency for Printing and Dispatch of QR Coded UDID Card

The Department of Empowerment of Persons with Disabilities (DEPWD), Ministry of Social justice and Empowerment Government of India implements the Unique Disability ID (UDID) project to create a national data base of PwDs and to issue UDID card. DEPWD invites Tender from the eligible Card Printing Agencies for printing and dispatch of UDID cards to persons with disabilities in all states/Union territories.

2. The tender document and other details can be downloaded from the website of the Department. Website:- www.disabilityaffairs.gov.in and /or www.eprocure.gov.in. However, an amount of Rs. 500/- may be paid in the form of Demand draft drawn in favour of PAO, DEPWD towards fee for the tender document.

3. DEPWD reserve the right to reject any or all applicant without assigning any reason.

4. Detailed Tender along with all the document confirming compliance to the eligibility criteria should be submitted online on the Central Procurement Portal (CPPP) latest by 18.07.2022, 15:30 HRS.

Vineet Singhal
Director, DEPWD
011-24364391

Tender

for

Selection of Agency for Printing and Dispatch of
QR-Coded UDID Card

Government of India

Ministry of Social Justice and Empowerment
(Department of Empowerment of Persons with
Disabilities) (Divyangjan)

Section I: Notice Inviting Tender (NIT)

1. Notice Inviting Tender (NIT)

The President of India, through the Head of Procurement of the Procuring Entity, in the Procuring Organisation (hereinafter referred to as 'the Authority', 'the Head of Procurement', 'the Procuring Entity' and 'the Procuring Organisation' respectively), invites proposals (hereinafter referred as the 'bid(s)') for entering into a contract for the delivery of Non-consultancy Services (hereinafter referred to as 'the Services'). This Tender Document, reference number, Tend No./ xxxx (hereinafter referred to as 'the Tender Document'), gives further details.

2. The Tender Document

2.1 Bidders must read the complete 'Tender Document'.

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. However, Bidders must go through the complete Tender Document for details before submission of their Bids.

2.2 Availability of the Tender Document

The Tender Document shall be published on the Portal. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. The Tender Document can be downloaded by paying an amount of Rs.500/- in the form of DD/Banker Cheque drawn in favour of P&AO Department of Empowerment of Persons with Disabilities, Government of India. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall not be extended. Any query/ clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal may be addressed to Shri Vineet Singhal, Director (Tele phone no- 24364391)

2.3 Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS (or if not mentioned, before 7 days of the deadline for the bid submission). This deadline shall not be extended in case of any intervening holidays.

3. Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria. Bidder should meet the following eligibility criteria as of the date of the bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria in Form 1.2 (Eligibility Declarations). Bidder unless otherwise stipulated in TIS/ AITB:

1) must be:

- a) Registered corporation/company in India
- b) A provider of the Non-consultancy Services offered with valid registration regarding GSTIN, PAN, EPF, ESI, Labour, Private Security Agencies, as applicable to the subject Services.

2) must:

- a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of aforesaid reasons.
- b) (Including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract):

(i) Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or

(ii) Not be convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:

- offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
- offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
- suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.

iii) Not have changed its name or created a new "Allied Firm", consequent to having declared ineligible/ suspended/ blacklisted/ banned/ debarred as above.

iv) Not have an association (as a bidder/ partner/ director/ employee in any capacity)

- of any retired Manager (of Gazetted Rank) or any retired Gazetted Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off

period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisation.

- of the near relations of executives of Procuring Entity involved in this Tender Process

c) Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition

- 3) must fulfil any other additional eligibility condition, if any, as may be prescribed, in Tender Document.
- 4) must provide such evidence of their continued eligibility to the Procuring Entity if so requested.
- 5) of Class-II Local Suppliers and Non-Local Suppliers (as defined in Make-in-India policy) shall be eligible subject to certain conditions as detailed in the ITB-clause4.1.
- 6) from specified countries having land borders with India (but not in development partnership with India) shall be eligible subject to certain conditions as detailed in the ITB-clause3.3.

4. Purchase Preference Policies of the Government

As detailed in the Tender Document, the Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).

5. Pre-bid Conference:

If so indicated in TIS, Bidders are requested to attend a Pre-bid conference on the appointed date and venue for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

6. Submission of Bids:

- a) Bids must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.
- b) Unless otherwise specified, in TIS, originals (or self-attested copies of originals – as specified therein) of specified scanned uploaded documents must be physically submitted sealed in double cover and acknowledgement be obtained before the bid submission

deadline at mentioned venue. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue.

- c) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- d) As per current Government orders, in lieu of bid security, bidders must furnish Bid Securing Declaration (BSD) as 'Form 7: Documents Relating To Bid Security' in their bid as per format given therein. The BSD shall be drawn in favour of the authority stipulated in TIS. A self-attested scan of the original Form 7 should be uploaded along with bids. Bids not complying with these provisions shall be rejected.
- e) Integrity Pact: If so indicated, in the TIS/ AITB, all Bidders shall have to sign the Integrity Pact with the Procuring Entity as per 'Form 8: Integrity Pact'. Bids without a signed Integrity Pact shall be rejected.

7. Bid Opening

Bids received shall be opened online at *the specified date and time given in TIS*. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

8. Disclaimers and Rights of Procuring Entity

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to:

- reject any or all of the Bids, or
- cancel the tender process; or
- abandon the procurement of the Services; or
- issue another tender for identical or similar Services

Note: For further details, please refer to appended TIS and the complete Tender Document.

Tender Inviting Authority (TIA)

[Insert Name, Designation, and contact details of Tender Inviting Authority]

Section-II
Table-A: Time and Work Frame

1.	Tender inviting authority	Department of Empowerment of Persons with Disabilities (DEPwD), Government of India.
2.	Job requirement	Manufacturing, personalization and supply of multi-layer secured UDID card with QR code
3.	Volume	There are 2.68 Crore estimated PwDs in the country as per Census 2011. However, there are about 1.74 crore certificates holder PwDs in the country. So far, 71 lakh e-UDID cards have been generated out of which 60 lakhs UDID cards have been printed. It is envisages to issue plastic QR coded cards to all certified PwDs. Thus, the actual numbers of cards to be generated is approximately between 1-2 crore. It may further be noted that after coming into force of RPwD Act 2016 , the category disability has been increased from 7 to 21 . It is expected that population of PwDs may likely to increase.
4.	Tenure of the contract	For a period of Three Year from the date of award of work order or on attaining saturation i.e. after coverage of 2.5 crore, whichever is earlier.
5.	Data transfer & security.	As specified by Department of Empowerment of Persons with Disabilities, Government of India, through secure data transfer
6.	Place of supply	To the nearest Post Office for onward dispatch to the individual applicant
7.	Cost of tender form (tender cum processing fees)	INR 500, tender copy can be downloaded from the Department's website : www.disabilityaffairs.gov.in
8.	Earnest Money Deposit amount payable.	(i) Micro & Small Enterprises (MSEs) registered with Ministry of Micro small & Medium Enterprises are exempted from submission of Bid security. (ii)Non- MSEs: 30 Lakh
9.	Date of Floating of Tender	27.06.2022; at 5.00 PM
10.	Pre- bid meeting with interested bidders	DEPwD will hold a pre-bid meeting virtually on 05.07.2022 at 3:00 PM with interested bidders for responding to their query. Interest bidders may send their request for joining pre-bid meeting by mail at disability-udid@gov.in latest by 4:00 PM

		on 04.07.2022 . So that link for the meeting could be shared with them.
11.	Due date for submission of filled-in tender document.	18.07.2022; at 3.30 PM
12.	Date of opening of Technical bid	19.07.2022; at 4.00 PM in the office of Director – DEPwD
13.	Date of meeting with Bidders post Technical Bid opening for Verification	20.07.2022 at 12.00 noon in the office of Director – DEPwD

Section-III

1. Preamble:

Department of Empowerment of Persons with Disabilities (DEPwD) (Divyangjan) is implementing the “Universal ID for Person with Disabilities” project with a view of creating a National Database for PwDs, and to issue a Unique Disability Identity Card to each person with disabilities. The project will not only encourage transparency, efficiency and ease of delivering the government benefits to the persons with disabilities, but also ensure homogeneity. The project will also help in stream-lining the tracking of physical and financial progress of beneficiary at all levels of hierarchy of implementation – from village level, block level, District level , State level and National level. So far 71 lakh e-UDID cards have been generated out of which 60 lakhs UDID cards have been printed.

Given below is the pre-qualification/eligibility criterion for participation of agency in the tender process:

GENERAL

- a. The Bidder must be a Registered Corporation / Company in India and functioning for last 4 (Four) years and production facility including all infrastructure required for printing of cards should be owned by the bidder. Bidder should have experience in managing data, data process, printing and supply of high volume ID related government works on cards.
- b. Bidder’s production facility should be owned by the bidder. Bidder should have minimum 4 years’ experience in manufacturing and personalization of secured PVC card.
- c. The bidder facility should be certified by ISO or any other equivalent agency for data security & quality standards.
- d. The bidder must not be black-listed for managing data, data process, printing and supply of high volume ID related government works related printing job by any Government or Semi Government /PSU /autonomus body of Central or State Government in India during the last 3 (three) years.

FINANCIAL & EXPERIENCE

- a. The Bidder MUST have turnover/revenues from manufacture, personalization and supply of secured cards made up of PVC/PC, including security printing should be minimum Rs 10 (Ten) crore per annum in each of the last 3 financial years. The Bidder or parent

company should be a profit making company for minimum for a period of last three years.

- b. The Bidder must have experience in manufacturing and supplying 10 (Ten) million

Personalized security PVC/PC cards including security printing to any of the citizen centric ID project to Government /Government owned/Government sponsored organizations/CPSUs/State PSUs in India till date since its inception.

Online bids through NIC's e-procurement portal are invited by the Department of Empowerment of Persons with Disabilities, Government of India, from the bidder who qualify the above eligible condition.

2. **Scope of Work:**

Bidder needs to submit the filled-in tender document with following basic criteria (please keep in mind card specification clause stated in this document):

- a. Selected bidder needs to print the pre-designed UDID Card and hand them over to the nearest Post Office/State Coordinator/State Government Offices as instructed by the Department for onward dispatch of cards to the individual applicant. The Department shall open a franking account with Postal Department for this purpose and the bidder needs to utilize the franking machine available at the Post Office itself. The selected supplier shall be responsible to maintain its MIS reports in the UDID application and also in their records for the number of Card printing requests received, number of cards printed within the stipulated timelines, Bidder needs to upload the Proof of receipt by the Post Office on the UDID Portal.
- b. Department of Empowerment of Persons with Disabilities, Government of India, will share the card printing data with the selected supplier. Data will be shared to the selected supplier in a csv/excel format through the UDID application in a secured password protected mode. The data will have all fields with required information of the UDID Card Holder as per needs of the Department. The data file shared by the Department through UDID application will be used by the supplier to personalize the PVC ID cards at the centralized card manufacturing and personalization facility of the Supplier.
- c. All the information needs to be printed on the QR coded PVC ID card at appropriate position as per the approved card design to be provided by the Department. Personalization with Variable data printing on both front and reverse side of the card. Front side personalization includes printing color photo of beneficiary. For details of the content to be printed and the card specifications, please refer sections 5 and 6 of this RFP document.
- d. The bidders shall print on the basis of weekly received of approved cards under the UDID portal. At no point of time printing and dispatch of the cards shall not be pending for more than 2 weeks.

3. **Instructions to the Bidders:**

- a. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department on the basis of this RFP.
- c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of

preferred bidder status by the Department shall not give rise to any enforceable rights by the Bidder.

- d. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.
- e. Department may terminate the RFP process at any time and without assigning any reason. Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- f. This RFP does not constitute an offer by the Department. The bidder's participation in this process may result in the Department selecting the bidder to engage towards execution of the contract.

4. **Outsourcing**

- a. Outsourcing of the printing job is not allowed and will result in disqualifying the bid. The bidder should provide documentary evidence showing his/her facility in support of claiming the production and personalization capacity.
- b. The bidder should not have been blacklisted by any Government or Semi Government / PSU / Autonomous body of Central or State Government in India for execution of printing job during the last 3 years. Bidder needs to submit a declaration in its letter-head to this effect as per Annexure–VIII.

5. **Contents and features of printing**

- a. All the cards will have static printing in 4 colour combination both on front and reverse side of the plastic card.
- b. **The Obverse side of UDID Card shall have following information:**

- Card Header (Card Body) – UNIQUE DISABILITY ID (Government of India)

or any other content as may be Specified by DEPwD

- Black National Emblem (Card Body)

- Name (Hindi/Local + English) (Card Body + Personalization)

-
- English, Hindi/Local language- Bold; Use fonts as approved by UIDAI for the Aadhaar Cards (uniform width) Size – 10pt

- UDID No. (Card Body + Personalization)
 - Font: OpenSans/any other San Serif Font, Regular ; Size : 10pt

- Disability Type (Card Body + Personalization)
 - Font: OpenSans/any other San Serif Font; Regular: Size: 7.5 pt

- Year of Birth (Card Body + Personalization)
 - Font: OpenSans/any other San Serif Font; Semibold: Size: 7.5pt

- Date of Issue (Card Body + Personalization)

- % of Disability (Card Body + Personalization)
 - Font: OpenSans/any other San Serif Font; Regular; Size: 5.5 pt

- Valid Upto (Card Body + Personalization)

- Issuing Authority Sign (Card Body + Personalization)

- Temporary Symbol (Personalization)
 - Size: 5.6mmx5.6mm

- Photograph (20mm X 25mm) (Personalization)

- State Symbol (Personalization)

- Card serial number
 -
 -
 - Font point size: Approx. 6 laser engraved, right side, bottom of the card

c. **The Reverse side of UDID Card shall have following information:**

- - Card Header (Card Body)

- - State ID (Personalization)
 - Font: OpenSans/any other San Serif Font; Regular; Size: 6 pt

- - **Hot Stamped Hologram (16mm X 11mm) as per Artwork supplied (On Card Body)**
 - - Metalized Polyester (GOLD) Film: 36 micron (minimum)
 - Release paper: 80gsm (minimum)

- -

- Aadhaar Number (Card Body + Personalization)
 - Font: OpenSans/any other San Serif Font; Semi-bold; Size: 10 pt
 - - - Address of the authority to which the card needs to be returned if it is lost (Card Body + Personalization) – Address of the Issuing Authority
 - - - Font: OpenSans/any other San Serif Font; Regular; Size: 7.5 pt
 - - - QR Code (Card Body); Size: 17.5mmx17.5mm
- d. Printing of cards should be executed in service provider’s own centralized secured facility.
- e. **Stationary details:** The UDID Card needs to be affixed on a Welcome Letter, folded and stuffed in a Window Envelope with following details:
- i. Welcome Letter: 80 GSM, A4 size, Single Side, Multi-Color printing with Variable data (as per design)
 - ii. Window Envelope (as per Aadhaar envelope specifications by UIDAI): 100 GSM, Window Film – 25 Microns with proper stiffness, high tensile strength, excellent optics and good water barrier properties. Single Side printing with “Return if undelivered” address (Address of the issuing authority) printed on the bottom of the Obverse side of the Envelope. Dimensions should be sufficient to accommodate the Welcome Letter as defined above

e. **UDID Card SPECIFICATIONS: Card**

- Type Limit – 3.187 X 1.937 inch (81 mm X 49 mm)
 - Finished Card Size – 3.375 X 2.125 inch (85.7 mm X 54 mm)
 - Bleed Size – 3.5 X 2.25 inch (89 mm X 57 mm)
 - Colours – CMYK and Metallic Gold
 - Printing Method – Offset
 - Thickness: 0.76 mm as per ISO
 - The card body: Multi-layer PVC with lamination
-
- Security features : Micro Text, Guilloche Patterns, Authority Sign, QR Code, Hot Stamped Hologram

Indicative Card design for reference:

The colour scheme of UDID card (stripe) will be as follows:

UDID Card for PwD with less than 40% disability – No colour stripe

UDID Card for PwD with disability between 40% to 80% -Yellow colour stripe

UDID card for PwD with disability above 80% - Blue colour stripe

7. **JOB REQUIREMENT:**

1-2 crore “QR coded secured PVC photo ID cards”, should be manufactured personalized, hologram hot stamped, segregated, packed and supplied with proper labelling. The service provider should have prior experience on data processing and data validation for high volume government projects.

8. **Evaluation:**

a. **Technical Proposal: -**

Every bidder needs to submit technical bid and financial bid separately.

Selection of bidder will be done on Quality Cost based Selection (QCBS)

The Technical proposal will be opened in the office of DEPwD, Antyodaya Bhawan, CGO Complex, New Delhi at 18th July 2022 in the presence of authorized representatives of the participating bidders. During the meeting, the participating bidders shall have to give an undertaking that nothing adverse has come to his/her notice against other participating bidders regarding violation / non-fulfillment of any eligible conditions. In case such instance has come to his notice, that should be brought to the notice of the DEPwD during the meeting itself. Subsequently, no such complaint made by any bidder against any other participating bidder will be entertained or taken into cognizance by DEPwD.

The Technical proposal will be evaluated by a Technical Evaluation Committee (TEC) to be constituted by DEPwD on the basis of the supporting document provided by the bidder in support of their proposal Vis –a- Vis the eligible conditions specified in the RFP document (General, Financial and Experience criteria mentioned under para 1 and Annexure II).

The bidder who score 70 or above shall be treated as technically qualified.

b. **Financial Proposal**

The financial bids of those bidders will be opened, who will qualify after scoring of 70 marks in the technical bid in the presence of their representative. The name of bidders, percentage Price quoted for various items etc. will be announced at the meeting. The Financial bids shall be evaluated by the Department for completeness and accuracy.

Technical and financial bid scores secured by each bidder will be added using weightage of 70 % and 30 percentage to compute a composite bid score. The overall score will be

calculated onto two decimal points. The bidders securing the highest composite score will be adjudicated as L1. In the event the composite bids scores are tied, the bidders securing the highest technical score will be treated as L1.

9. **General Instructions:**

The Bidders are requested to go through the instructions given in the tender document. Failure to furnish all required information duly indexed & page numbered will be at the tenderer's risk and may result in the rejection of the tender. Each page of the tender document should be signed by the authorized signatory and seal of the firm / company affixed below it as a token of confirmation that the tender document has been read and understood. Any clarification required may be sought in writing to Department of Empowerment of Persons with Disabilities, Government of India, within the time mentioned i.e. within 7 (Seven) days, whichever is earlier from the date of uploading of tender document.

10. **Amendments to the Tender**

- a. Before the last date of receipt of filled-in tender document, Department of Empowerment of Persons with Disabilities, Government of India, may amend any of the tender conditions as may be desired or wherever Department feels that such an amendment is absolutely necessary.
- b. Amendment to the tender will also be given in response to clarifications sought by prospective bidders and it will be solely at the discretion of the Department of Empowerment of Persons with Disabilities, Government of India. Any such amendments to the tender conditions will be put on the Department's Website.
- c. Department of Empowerment of Persons with Disabilities (DEPwD), Government of India, will not extend the due date and time for the submission of tender documents on account of amendments.

11. **Cost of Tendering:**

The bidder shall bear all costs associated with the preparation and submission of tender along with processing cost of the Tender, the Department of Empowerment of Persons with Disabilities, Government of India, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tenders.

12. **Earnest Money Deposit:**

- a. The bidders should, furnish as Earnest Money Deposit (EMD), an Insurance Surety bonds, a Bank Guarantee (BG) or a Demand Draft / Banker Cheque drawn on any

Nationalized Bank /Scheduled Bank for Rs. **30 lakhs** in favour of “Pay and Accounts Officer, Department of Empowerment of Persons with Disabilities, Government of India.” Tenders submitted without the EMD will be summarily rejected. In the case of successful bidders, the EMD will be adjusted towards the security deposit against performance cum guarantee, on request. The Bank Guarantee for EMD should be valid for 90 days from the closing of bids. The format for Bank Guarantee is given in Annexure-VI of this RFP

- b. Bid Security of the unsuccessful bidders should be returned to them at earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. **However, in case of two packet or two stage bidding, bid securities of the unsuccessful bidders during first stage i.e. technical evaluation etc should be returned within 30 days of declaration of result of first stage i.e. Technical evaluation etc.**
- c. The amount of BG or amount remitted towards EMD is liable to be forfeited in case the bidder backs out from the offer after submission of the tender or after the acceptance of the offer by the bidder or if bidder fails to sign the contract within the stipulated timelines.
- d. No interest shall be payable by the document Department of Empowerment of Persons with Disabilities, Government of India, on the EMD.

13. Submission of Tender :

Tender document can either be downloaded from the Department Website www.disabilityaffairs.gov.in after payment of Tender Fees of **INR 500** through Demand Draft drawn in favour of “Pay & Accounts Officer, Department of Empowerment of Persons with Disabilities payable” at New Delhi issued by any nationalized bank.

Online submission of Bids

1. The bidders are required to submit soft copies of their RFP responses electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the interested agencies in registering on the CPP Portal, prepare their responses in accordance with the requirements and submitting their responses online on the CPP Portal:

- i. Enroll/Enrollment (in case of online bidding)
- ii. Agencies 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”. Enrollment on the CPP Portal is free of charge.

- iii. As part of the enrolment process, the agencies will be required to choose a unique username and assign a password for their accounts.
 - iv. Interested agencies are advised to register their valid email address and mobile numbers as part of the Enroll/Enrollment process. These would be used for any communication from the CPP Portal.
 - v. Upon enrolment, the interested agencies 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.
 - vi. Only one valid DSC should be registered by the interested agencies. Please note that the agencies are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
2. The agency 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. Please refer the detailed guidelines for online submission of bids on the Central Public Procurement Portal at: <https://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=page> and FAQs at <http://eprocure.gov.in/cppp/sites/default/files/eproc/CPMP-FAQs.pdf>
 3. DEPwD undertakes that all the information shared by the bidders will be held in strict confidence and will not be made public unless directed by the court of law.
 4. DEPwD reserves the right to withdraw this RFP; if it is determined that such action is in its best interest.
 5. Online bid should be submitted on CPMP Portal following the details mentioned below:

Cover-1: Covering letter from the Agency, Submission Checklist included, Eligibility condition compliance sheet, Documents in support of Eligibility conditions, Tender Fee Receipt, EMD submitted (as per Bank Guarantee Format given in Annexure VI of RFP), Annexure-I: Bidder Details, Annexure-II: Compliance statement cum Declaration Annexure-III Authorization letter format to submit the bid document. , annexure-IV: Details of Key / Senior Officials / Directors / of the Bidder Company, Annexure-VII: Information on Bidder Experience and Annexure VIII: Bidder declaration for blacklisting and breach of data security,

“Cover 2: – Annexure- V: Price Bid (Financial Bid)

14. Award of work :

Department of Empowerment of Persons with Disabilities, Government of India shall award the work to the L1 bidder.

15. Other terms & conditions:

- a. The Tenders specifying additional conditions or proposing modification to the tender conditions will be treated as conditional and summarily rejected.
- b. Department of Empowerment of Persons with Disabilities, Government of India reserves the right to reject any tender without assigning any reasons therefore and the same shall not be questioned on any ground, whatsoever.
- c. Outsourcing any part of the printing job mentioned in RFP document during execution will be considered as amount to a breach of the contract. Such service provider will be disqualified and work order issued will be cancelled.

- d. Time is the essence of the contract. The Department of Empowerment of Persons with Disabilities, Government of India, reserves the right to cancel the order placed on any bidder and assigns the work to anyone else at the risk and cost of the aforesaid bidder in case of delay, non-compliance to specifications or any other valid reason. In such cases, the bidder's performance cum guarantee deposit shall stand forfeited.

16. Performance cum Guarantee Deposit:

The successful bidders shall deposit as security against performance cum guarantee an amount equivalent to 3% of the value of the order in the form of Insurance Surety Bonds, Bank Guarantee (valid for THREE year/Tenure of the Contract + Six Months after the contract is over) drawn on any Nationalized Bank / Scheduled Bank, within 7 days from receipt of work order from the Department of Empowerment of Persons with Disabilities (DEPWD), Government of India. If the Performance Bank Guarantee is not paid within time specified, the Earnest Money Deposit remitted by the bidder shall be forfeited. In such case, the Department of Empowerment of Persons with Disabilities, Government of India, shall be entitled to get the work executed from elsewhere and recover the consequential loss sustained from the bidder due to getting the work executed either through some other bidder or through the bidder selected through the process of re-tendering.

17. Government Levies & Taxes :

Payment to the bidder will be made by the Department taking in the account applicable duties/taxes. TDS would be deducted as per work order, as applicable.

18. **Commencement, Completion, modification and Termination of Contract:**

- a. This Contract shall come into effect on the date the Contract is signed by both the parties. The date, the contract comes into effect is defined as the Effective Date.
- b. If this contract has not become effective within such time period after the date of the Contract signed by the Parties, either party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either party, neither party shall have any claim against the other Party with respect hereto.
- c. The Department of Empowerment of Persons with Disabilities, Government of India, may at any time terminate the Contract Agreement by giving a written notice to the bidder. Termination of contract will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Department of Empowerment of Persons with Disabilities, government of India.
- d. **Commencement of Services:** The bidder shall begin carrying out the Services **within 15 days** from the effective date of Contract.
- e. **Expiration of Contract:** Unless terminated earlier pursuant to the clauses 18.a and 18.b hereof, this contract shall expire at the end of such time period, after the effective date.
- f. **Entire agreement:** This contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or liable for any other statement, representation, promise or agreement not set forth herein.
- g. **Modifications or variations:** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the parties. However, each party shall give due consideration to any proposals for modification or variation made by any other party. In case of substantial modifications or variations, the prior written consent of the Purchaser is required.

19. **Warranty of quality and quantity of printed card material:**

- a. The bidder shall warrant that the cards are printed as per specifications mentioned in the tender, conform to the specified design and there are no defects of static, variable printing or any other critical errors that may affect the usage of cards by the end user. On occurrence of any such errors, the Penalty provisions as per the Clause 21.b of this RFP shall apply.
- b. The supplier would be required to replace the faulty cards and undertake steps as mentioned in the Clause 21.b of this RFP for a period of upto six months of expiry of its contract with the Department.

20. Delivery Schedule:

The bidders shall print on the basis of weekly received of approved cards under the UDID portal. At no point of time printing and dispatch of the cards shall not be pending for more than 2 weeks.

After receiving the first lot of Card Data, the bidder will print sample cards for verification by the Department of Empowerment of Persons with Disabilities regarding compliance to the specifications laid down in the RFP. After verification by the Department, the bidder shall accordingly complete the process of printing of the first lot of cards and send them for Dispatch.

21. Penalty

21.a. Penalty for delays:

- a. Measurement Unit – Per UDID Card document
- b. Reporting Unit – Per UDID Card document
- c. SLA review period – 3 months (Quarterly)
- d. Penalty Imposition method – Slab based
- e. Formula for calculating penalty – Value of Penalty Applicable = Total No. of

deficit cards in the Quarter * X Printing Price per Card X SLA Penalty Slab
(*There may be multiple lots in a quarter. Thus, Total Number of Deficit Cards = Sum total of Number of Cards in each of the lot remaining unprocessed within the timeline of 15 days of receiving the Card Data for that lot)

Penalty will be imposed on negative deviation from the Delivery Schedule. The penalty table is as indicated below:

S.No.	% Deviation from Benchmark	Percent Penalty Slab
1	From 0% to 5%	0%
2	From 5.01% to 10%	10%
3	From 10.01% to 20%	20%
4	More than 20%	25%

21.b. Penalty for Critical Errors:

- a. Material of Card inferior that specified
- b. Poor printing quality of document

- c. Production damager to document
- d. Any other error directly attributed to Production or Printing flaws, as per the specification or implicit requirements
- e. Duplicate document printing

Such errors shall, in the normal course, never occur, However, on occurrence of such an error, the Supplier will be required to:

- a. Re-print the entire Card Print Batch, the cost of which shall be borne by the supplier
- b. Delivery cost of all the documents in the print batch shall be borne by the Supplier
- c. Send an apology letter to the PwD, the cost of which shall be borne by the Supplier
- d. In addition, there shall be a penalty for critical errors as indicated below. The penalty shall be assessed and levied on quarterly basis:

No. of critical errors as % of actual output	Penalty @ Rs. XX per faulty card subject to a minimum of
<1%	Rs. 5,000/-
>1% < 5%	Rs. 15,000/-
>5% <10%	Rs. 50,000/-
>10%	DEPwD reserves the right to terminate the contract

The Supplier shall also analyze the root cause of error(s) occurred and implement corrective measures within 10 days of report. Objective evidence of corrective measures needs to be provided to the Purchaser.

The Supplier shall submit reports on the SLA and key parameters defined in this section to the Purchaser in accordance with the MIS reporting using UDID application

22. Force Majeure:

22.1 Definition	<ul style="list-style-type: none"> a. For the purposes of this contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to war, riots, civil disorder,
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	<p>earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, , lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government Agencies.</p> <p>b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which is a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>c. Force majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
<p>22.2 No Breach of Contract</p>	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
<p>22.3 Measures to be taken</p>	<ul style="list-style-type: none"> • A party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure. • A Party Affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible. • Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure. • During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier, upon instruction by the Purchaser, shall either: <ul style="list-style-type: none"> (i) immobilize or (ii) Continue with the Services to the extent possible, in which case the Supplier shall continue to be paid

	<p>proportionately and on pro-rata basis, under the terms of this Contract.</p> <ul style="list-style-type: none"> • In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to arbitration procedures
22.4 Suspension	<p>The Purchaser may, by written notice of suspension to the Supplier, suspend all payments to the Supplier hereunder if the Supplier fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of failure, if capable of being remedied, within a period not exceeding thirty days after receipt by the Supplier of such notice of suspension</p>
22.5 Termination	<p>The Purchaser may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified. In such an occurrence the Purchaser shall give a not less than thirty (30) days' written notice of termination to the Supplier.</p> <ol style="list-style-type: none"> a. If the Supplier does not remedy a failure in the performance of their obligations under the Contract, within (30) days after being notified or within any further period as the Purchaser may have subsequently approved in writing. b. if the Supplier become (or, if the Supplier consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this Contract) insolvent or go into liquidation or receivership whether compulsory or voluntary. c. If the supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. d. If, as the result of force Majeure, the Supplier are unable to a material portion of the Services for a period of not less than sixty (60) days. e. If the Supplier submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser f. If the Supplier places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser g. If Supplier fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment

	<p>regarding the poor quality of services, the reasons for which shall be recorded in writing. The DEPwD may decide to give one chance to the Supplier to improve the quality of the services.</p> <ul style="list-style-type: none"> h. If the Supplier has been blacklisted by the DEPwD or disqualified for any reason. i. If the Supplier fails to fulfill its obligations j. If the Supplier fails to comply with any final decision reached as a result of arbitration proceedings k. In the event of Supplier found : <ul style="list-style-type: none"> i. Outsourcing of work/services ii. Provided incorrect information to DEPwD. iii. Non co-operative during audits conducted by DEPwD or auditing agencies appointed for purpose. l. If the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. m. In the event the Purchaser terminates the Contract in whole or in part, pursuant to Clause 22. The Purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed and the Supplier shall be liable to the Purchaser for any additional costs for such similar services. However, the Supplier shall continue performance of the Contract to the extent not terminated. n. save otherwise, DEPwD reserves the right to amend, change, waive, alter or delete any of the clause (s) under Conditions of Contract
<p>22.6 Cessation of Rights and Obligations</p>	<p>Upon termination of this Contract pursuant to Clause 22.5, or upon expiration of this Contract pursuant to Clause 18 hereof, all rights and obligations of the Parties hereunder shall cease, except:</p> <ul style="list-style-type: none"> i. such rights and obligations as may have accrued on the date of termination or expiration; ii. the obligation of confidentiality set forth in Clause 24.2.4 hereof; iii. the Supplier's obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause 27

	<p>hereof; and</p> <p>iv. Any right which a party may have under the Law.</p>
22.7 Cessations of Services	<p>Upon termination of this Contract by notice of either Party to the other pursuant to Clause 21 hereof, the Supplier shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a Close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data and/ or any other material prepared by the Supplier and equipment and materials furnished by the Purchaser, the Supplier shall proceed as provided.</p>
22.8 Payment upon Termination	<p>Upon termination of this Contract pursuant to Clauses 22.5, the Purchaser shall make the following payments to the Supplier.</p> <ol style="list-style-type: none"> a. If the Contract is terminated pursuant to Clause 22.5 (d), (g), (i), k(i), to k(iii) and remuneration pursuant to Clause 26.3 (c) (i) hereof for Services satisfactorily performed prior to the effective date of termination; b. If the agreement is terminated pursuant of Clause 22.5 (a) to (c), (e), (f), (h), (j), the supplier shall not be entitled to receive nay agreed payments upon termination of the contract. However, the Purchaser may consider making payment for the part satisfactorily performed on the basis of Quantum merit as assessed by it, if such part is of economic utility to the Purchaser. Applicable under such circumstances, upon termination, the Purchaser may also impose liquidated damages as per the provisions of Clause 28 of this agreement. The Supplier will be required to pay any such liquidated damages to Purchaser within 39 days of termination date
22.9 Disputes about Events of Termination	<p>If either Party disputes whether an event specified in Clause 22.5 hereof has occurred, such party may, within thirty (30) days after receipt of notice of termination from the other party, refer the matter to Clause 23 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p>
22.10 Extension of Contract	<p>The Contract may be extended for a period as required by the Purchaser based on mutual agreement.</p>

23. **Arbitration:**

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith negotiation between senior management of both Parties, followed if necessary (and only if agreed by the Parties) by professionally-assisted mediation. The dispute should be referred to a panel of three Arbitrators, with party choosing one Arbitrator who amongst themselves should decide upon their Arbitrator, to be the presiding Arbitrator. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. In the event that negotiation or mediation does not result in a resolution of the dispute, the Parties shall proceed to binding arbitration in accordance with Arbitration and Reconciliation Act, 1996.

The place of arbitration will be at Delhi. The language of the arbitration shall be English. If permitted by the applicable rules, limited discovery will be permitted in connection with the arbitration upon agreement of the Parties or upon a showing of substantial need by the Party seeking discovery. The arbitrator's decision shall follow the plain and natural meaning of the relevant documents and shall be final and binding. The arbitrator will have no power to award (i) damages inconsistent with the Agreement or (ii) punitive damages or any other damages not measured by the prevailing Party's actual direct damages, and the Parties expressly waive their right to obtain such damages in arbitration or in any other forum. All aspects of the arbitration will be confidential. Neither the Parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Each Party will promptly pay its share of all arbitration fees and costs and shall be responsible for its own attorneys' fees.

Notwithstanding the determination by the Parties to utilize arbitration as specified above for resolution of disputes arising out of or in connection with this Agreement, nothing herein shall preclude either Party from seeking and obtaining from a court of competent jurisdiction appropriate equitable relief, including without limitation, a temporary restraining order or other injunctive relief, to prevent a breach of this Agreement relating to intellectual property, confidentiality, or non-hire and non-solicitation, or to otherwise maintain the status quo pending outcome of any arbitration.

24. **Obligations of the Supplier**

24.1 General	
24.1.1 Standard of Performance	The supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, men, machinery, materials and methods. The supplier shall always act, in respect of any matter relating to this contract or to the Services, as faithful advisers to the Purchaser and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third parties.
24.2.2 Suppliers not to benefit from commissions, discounts, etc.	The payment of the Supplier shall constitute the Supplier's only payment in connection with this contract or the Services, and the Supplier shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this contract or to the services or in the discharge of their obligations under the contract, and the Supplier shall use their best efforts that the Personnel and agents of either of them similarly shall not receive any such additional payment.
24.2.3 Prohibition of Conflicting activities	<p>The supplier shall not engage either directly or indirectly in any business or professional activities which would conflict with the activities assigned to them under this contract:</p> <ul style="list-style-type: none"> a. The Supplier shall keep safe, secure and confidential and protect from unauthorized access, loss or damage of demographic information, and all documents, data and information of any nature provided to the supplier for the discharge of services. b. The Supplier shall not store, copy, publish, print, interfere, tamper with or manipulate data received from DEPwD c. The supplier shall not give access to the information or data collected and received from DEPwD 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 be used in the manner prescribed by DEPwD.
24.2.4 General confidentiality	Except with the prior written consent of the Purchaser, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired,

	<p>stored and received from DEPwD in the course of services, nor shall the Supplier and the Personnel make public the recommendations formulate in the course of, or as a result of, the Services.</p>
<p>24.2.5 Accounting, Inspection and Auditing</p>	<ul style="list-style-type: none"> a. The Supplier (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in any such form and detail as will clearly identify all relevant time changes and costs, and the basis thereof and (ii) shall periodically permit the purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser or the Purchaser as the case may be. b. The Purchaser shall have the right to carry out inspection checks, audits of the Supplier's premises and/or locations, facilities, or point of delivery of services performed under this contract. c. The Purchaser shall have the right to carry out scheduled/un-scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Supplier.
<p>24.2.6 Outsourcing</p>	<p>Outsourcing any part of the printing job mentioned in RFP document during execution will be considered as amount to a breach of the contract. Such service provider will be disqualified and work order issued will be cancelled and work will be executed with the other short-listed agencies ready to match L1 price.</p>
<p>24.2.7 Safety & security of Data, Premises, Location/site</p>	<ul style="list-style-type: none"> a. The Data provided by the Purchaser to the Supplier, for printing of UDID Cards, is the property of the Purchaser. The Supplier shall display due diligence in the handling of the said data and be responsible for the Data, thus provided. b. The Supplier shall not use the information, the name or the logo of the Purchaser and/or Government of India except for the purposes of providing services under this contract. c. The Supplier shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or

	<p>owned by the Purchaser, without prior written permission from the Purchaser.</p> <p>d. Self-Certificate by Authorized Signatory of ‘Data Deletion’ to be provided by the Supplier at the time of raising periodic bills</p> <p>e. The Supplier 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 Supplier to ensure compliance of stated and implicit requirements.</p> <p>g. The rogue behaviour of the employees of Supplier shall fall under the ‘Unlimited liability’ to the Supplier.</p>
24.2.8 Intellectual Property Rights (IPR)	The intellectual Property Rights to all the outputs, deliverables, data, reports developed during the execution of this Contract shall remain the sole property of the Purchaser.
24.2.9 Assignment	The Supplier shall not assign, in whole or in part, any of their obligations under this contract.
24.2.10 Supplier’s personnel	If required by the Purchaser, the Supplier shall ensure that at all times during the Supplier’s performance of the Services a project manager, acceptable to the Purchaser shall take charge of the performance of such services

25. Obligations of the Purchaser

25.1 Assistance and Exemptions	<p>Unless otherwise specified, the Purchaser shall use its best efforts to ensure that the Government shall:</p> <p>a. Issue to all officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services</p> <p>b. Provide to the Supplier and Personnel any such other assistance as may be specified in the Contract</p>
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25.2 Change in the applicable law related to taxes	If, after the date of this contract, there is any change in the applicable laws of India with respect to taxes and duties, which are directly payable by the Supplier for providing the services i.e. Service Tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Supplier in performing the Services, then the reimbursable expenses otherwise payable to the Supplier under this Contract shall not be increased or decreased
25.3 Payment	In consideration of the Services performed by Supplier under this Contract, the Purchaser shall make to the Supplier, such payments and in such manner as provided in clause 26

26. Payments to the Supplier

26.1 Payments for Services	<p>a) <u>The Purchaser shall make the payment within 30 days of receiving the invoice from the Supplier accompanied with the Proof of Receipt by the nearest Post Office</u></p> <p>b) <u>The Proof of Booking and Dispatch of UDID Cards shall be the upload of Proof of receipt by the nearest Post Office on the UDID application</u></p> <p>c) The amount shall be paid to the Bidder after taking into account the Penalties and Exemptions, if any applicable.</p>
26.2 Currency of Payment	All payments shall be made in Indian Rupees
26.3 Terms of Payment	The payments in respect of the Services shall be made as follows: <ol style="list-style-type: none"> a. <u>The supplier shall submit the invoice along with proof of receipt by Postal Department seeking payment for the work.</u> b. The selected supplier shall be responsible to maintain its MIS reports for the number of

	<p>Card printing requests received, number of cards printed within the stipulated timelines, Dispatch Reference number etc. that shall be provided to the Department on a periodic basis (as decided by the Department). The Department shall verify the reports submitted by the Supplier and only after doing the due-diligence, the payments shall be released to the Supplier.</p> <ul style="list-style-type: none">c. All payments under this Contract shall be made to the accounts of the Supplier as provided to the Departmentd. In case of early termination of the Contract, the payment shall be made to the Supplier as mentioned herewith:<ul style="list-style-type: none">i. Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination. The Supplier shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the rate as specified.
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27. Good Faith

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. The parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause of causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with clause 23.

28. Liquidated damages

28.1	The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
28.2	The amount of liquidated damages for services under this Contract shall not exceed the Contract Price
28.3	The supplier is liable to the Purchaser for payment of penalty as specified in clause 21. If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements within 14 days of being informed by the Purchaser, the Purchaser shall be free to impose any penalty as deemed fit. In addition, the Purchaser shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Supplier

29. Limitation of Liability

29.1	Except in case of gross negligence or wilful misconduct: a. Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and b. The aggregate liability of the Supplier to the
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	<p>Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement</p> <p>c. The Purchaser shall not be liable to the Supplier in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract</p>
29.2	The amount of liquidated damages for services under this Contract shall not exceed the Contract Price
29.3	<p>The supplier is liable to the Purchaser for payment of penalty as specified in clause 21.</p> <p>If the services supplied do not meet the minimum specifications and standards as per the Contract, and the same is not modified to meet the requirements within 14 days of being informed by the Purchaser, the Purchaser shall be free to impose any penalty as deemed fit. In addition, the Purchaser shall reserve the right to terminate the contract and recover the liquidated damages by forfeiting the performance guarantee submitted by the Supplier</p>

30. Miscellaneous Provisions

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

<<On Company Letter-head>>

[Date]

[Address]

Reference: Tender (Reference No. 16-06/2015-DD III) for Selection of an Agency for Printing and Dispatch of the UDID Cards

Dear Sir,

This is to notify you that our company intends to submit a proposal in response to the RFP for the selection of Selection of Agency for Printing and Dispatch of QR-Coded UDID Card.

Primary and Secondary contacts for our company are:

	Primary Contact	Secondary Contact
Name:		

Submission Checklist

S.No.	Checklist	(Yes/No)	Page Number
A	Cover-1: Technical Proposal		
1	Covering letter from the Agency		
2	Submission Checklist included		
3	Eligibility condition compliance sheet		
4	Documents in support of Eligibility conditions		
5	Tender Fee Receipt		
6	EMD submitted (as per Bank Guarantee Format given in Annexure VI of RFP)		
7	Annexure I: Bidder Details		
8	Annexure II: Compliance Statement cum Declaration		
9	Annexure III: Authorization letter format to submit the bid document		
10	Annexure IV: Details of Key / Senior Officials / Directors / of the Bidder Company		
11	Annexure VII: Information on Bidder Experience		
12	Annexure VIII: Bidder declaration for blacklisting and breach of data security		
B	Cover-2: Financial Proposal		
1	Annexure V: Price Bid		

ANNEXURE I

Bidder Details

1. **Name and Address of the Firm/ Company**
2. **Registered Address of the Firm/ Company**
3. **Year of Formation / Incorporation**
4. **Local Contact Address**
5. **Contact Person (Company/Local) a) Name:**

b) Designation:

c) Phone: d) Fax:

e) Cell No: f) E-mail

6. **Sales Tax, Service Tax Registration Number Income Tax PAN number if any.**
7. **Name and address of Principal Company (if there is any).**

9. **Brief description of the main and subsidiary business line of the company.**

10. **No of Years of Experience of the company in Card Management / Production Services.**

ANNEXURE II

COMPLIANCE STATEMENT CUM DECLARATION

Prequalification Condition	Specific Requirement	Max. mark	Document Required	Marks Awarded
Legal Entity	The Bidder must be a Registered Corporation / Company in India and functioning for last 4 (Four) years and production facility including all infrastructure required for printing of cards should be owned by the bidder.	5	Certificate of Incorporation	
Experience in field	Experience related to managing data, data process, printing and supply of high-volume ID of work order less than 2 crore but not less than 50 lakh -3 marks for each work order- 15 Marks Experience related to managing data, data process, printing and supply of high-volume ID related government works (work order value 2 crore and above in last 5 year-4 marks for each work order- 20 Marks Work order more than 5 crores but not less than 2 crore- 25 Work order more than 10 Crores but not less than 5 Crore - 30	30	Work order and complication certificate	
Sales Turnover	(i) The Bidder MUST have turnover/revenues from manufacture, personalization and supply of secured cards made up	25	Extracts from the audited Balance sheet and Profit & Loss;	

	<p>of PVC/PC, including security printing should be minimum Rs 10 (Ten) crore per annum in each of the last 3 financial years. The Bidder or parent company should be a profit making company for minimum the last three years – 15 Marks.</p> <p>(ii) The Bidder MUST have turnover/revenues from manufacture, personalization and supply of secured cards made up of PVC/PC, including security printing should be minimum Rs 20 (Twenty) crore per annum in each of the last 3 financial years. The Bidder or parent company should be a profit making company for minimum the last three years – 25 Marks.</p>		OR Certificate from the statutory auditor	
Technical presentation	Presentation on Technical Proposal explaining methodology, place of printing and other related matters	40	Technical presentation	

Undertaking

We hereby undertake to agree to abide by all the terms & conditions stipulated in the RFP document. We certify that the personalization of cards offered by us for this project conform to the technical Specifications/ scope of work stipulated in the RFP form for implementing the project of manufacturing personalization and supply of QR coded secured PVC ID cards

Additional information: -

Certifications: Bidder's production facility should be owned by the bidder. Bidder should have minimum 4 years' experience in manufacturing and personalization of secured PVC/PC card. The bidder facility should be certified by ISO or any other equivalent agency for data security & quality standards.

Blacklisting:- The bidder should not have been blacklisted by any Government or Semi Government / PSU / Autonomous body of Central or State Government in India for execution of

printing job during the last 3 years. Bidder needs to submit a declaration in its letter-head to this effect as per Annexure–VIII.

Signature of the Authorized Signatory with date & seal

(Full name and Designation of Authorized Signatory)

ANNEXURE III

AUTHORISATION LETTER FORMAT TO SUBMIT THE BID DOCUMENT

To,

Dear Sir,

SUB: Authorization Letter for submitting bid documents, participating in the Bid

REF: YOUR RFP No.

This has reference to your above RFP for implementing the project of manufacturing, personalization of QR coded secured PVC ID cards, Mr / Mrs / Miss _____ is hereby authorized to submit the Bid Documents, participating vide RFP Ref. No. on _____ on behalf of our organization. Power of Attorney of the person authorizing such person is duly submitted. He/She is also authorized to participate in the process of submitting Sealed Bids and to quote price for Bids and take decisions on behalf of the company till RFP process is completed. The specimen signature is attested below:

Specimen Signature of Representative

Signature of Authorizing Authority

ANNEXURE IV

**DETAILS OF KEY / SENIOR OFFICIALS /DIRECTORS / OF THE BIDDER
COMPANY**

Name	Designation	Qualification	Line of experience	Contact details

(Name and Designation)
For and on behalf

Seal

ANNEXURE V

PRICE BID (Financial Bid)

Rate to be quoted per card basis for printing and personalization smart card based QR-coded Unique Disability Identity (UDID) card

Projected volume: 26 million cards considering printing and dispatch from bidders' certified centralized facility. The cost should be inclusive of all taxes.

Serial Number (A)	Activity (B)	Cost in Rs (per card) (C)	Number of Cards (D)	<u>Total Cost</u> without GST (E=C X D)	<u>Taxes</u> (F) (As applicable)	<u>Total Cost with GST</u> (G=E + F)
1	Card manufacturing costs (adding security features etc. as per the specifications given in clauses 5 and 6)		2.68 Crore			
2	Card personalization costs as per the specifications given in clauses 5 and 6		2.68 Crore			
3	Stationery : Welcome Letter, Window Envelope		2.68 Crore			
4	Fulfilment: Personalizing the Welcome Letter, Affixing of Card on		2.68 Crore			

	letter, Fold and Stuffing and Franking cost					
Total cost				X		Y

Terms & Conditions:

The rate mentioned in 'X' above is excluding any tax and rate mentioned in 'Y' above is inclusive of all taxes applicable.

(Name and Designation)
 For and on behalf
 Seal

Annexure-VI

BANK GUARANTEE FORMAT FOR EMD

(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.....

Name of the Bank-.....

Address of the Bank-.....

To,

Pay & Accounts Officer,
Department of Empowerment of Persons with Disabilities
Antyodaya Bhawan
CGO Complex, Lodhi Road
New Delhi-11003

Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No.....
M/s..... having its Registered/Head Office at.....
(hereinafter called the „Bidder“) wish to participate in the said Bid
or..... and you, as a special favour have agreed to accept an
irrevocable and unconditional Bank Guarantee for an amount of..... valid
upto on behalf of Bidder in lieu of the Bid deposit required to be made by
the Bidder, as a condition precedent for participation in the said Bid.
2. We, the Bank at (local address) having our Head office
at guarantee and undertake to pay immediately on demand by

Department of Empowerment of Persons with disabilities under Ministry of Social Justice and
Empowerment, Government of India on behalf of the President of India, the amount of

..... (in words & figures) without any reservation,
protest, demur and recourse. Any such demand made by said „Owner“ shall be conclusive and
binding on us irrespective of any dispute or difference raised by the Bidder.

3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).
4. Notwithstanding anything contained hereinabove:
5. Our liability under this guarantee is restricted to Rs.(in words & figures).
 2. This Bank Guarantee will be valid upto; and
6. 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

Annexure-VII

Information on Bidder Experience (one form for each project reference duly certified by authorized signatory)

Client Information

Name of client	
Details of project	
Details of the Client's contact person for reference. (Please include name, designation, postal address, contact phone, fax number, e-mail id)	
Any relevant details about the Client	

Project Details

Type of cards printed and total number of cards printed	
Total Contract Value of the project	
Please provide a description of the project including the goals of the project, scope of the project, and any other detail considered significant.	
Present status of the project	
Date of commencement of the project	
Date of successful completion of the project. If the project is not completed, please provide dates of key milestones already achieved and target dates for Upcoming key milestones up to and including the expected date of completion.	

Annexure-VIII

(To be submitted on letter-head by the agency)

TO WHOMSOEVER IT MAY CONCERN

I undersigned (degination) of (*Company Name*) , having registered office at (*office address*) do hereby solemnly declare that that (**Company Name**) have not been blacklisted by any Government or Semi Government / PSU / Autonomous body of Central or State Government in India for execution of printing job during the last 3 years.

I do hereby further declare I do submit this declaration in pursuance of **the RFP FOR SELECTION OF AGENCY FOR PRINTING AND DISPATCH OF QR-CODED UDID CARD, REF NO. P-13013/2/2019-DD-3-Part(1)** issued by Department of Empowerment of Persons with Disabilities , Ministry of Social Justice and Empowerment, Government of India.

Date :-

Name :-

Designation:-

Company Seal:-

Place:-