



**Online - RFP  
for  
Telecast of TVCs and scrolls through Pvt. News Channels**

Date: 05/02/2018

**Unique Identification Authority of India**  
Ministry of Electronics and Information Technology, Govt. of India  
3<sup>rd</sup> Floor, Tower II, Jeevan Bharati Building  
Connaught Circus, New Delhi 6 110 001

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## SECTION I 6 INVITATION TO BID & INTRODUCTION

### 1.1 Invitation to Bid

1.1.1. The Chief Executive Officer, UIDAI on behalf of the President of India invites online proposals from advertising agencies empanelled with UIDAI HQ or empanelled with NeGD, vide this RFP dated 25.1.2018 for telecast of Television commercials & scrolls messages on Aadhaar in private news channels through CPP Portal <https://eprocure.gov.in/eprocure/app>.

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

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

1.1.3. The response to this RFP should to be submitted on or before the date/time specified as per the Schedule for RFP given at 1.1.6 below and at the address for communication given at 1.1.8.

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

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

#### 1.1.6. Schedule of RFP:

<b>Published Date</b>	05.02.2018 at 1830 hrs
<b>Pre-Bid Meeting</b>	07.02.2018 at 1500 hrs
<b>Submission of Clarification, if any</b>	08.02.2018 on or before 1600 hrs
<b>Clarification / corrigendum to be uploaded on the CPPP Portal</b>	09.2.2018 at 1730 hrs
<b>Bid Submission Start Date</b>	06.02.2018 at 1000 hrs
<b>Bid Submission End Date</b>	12.02.2018 at 1200 hrs
<b>Financial Bid Opening Date</b>	13.02.2018 at 1200 hrs

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

#### 1.1.8. Address for Communication:

Shri Harish Lal Verma  
Deputy Director  
Unique Identification Authority of India  
Ministry of Electronics and IT  
Tower II, 3rd Floor, Jeevan Bharati Building  
Connaught Circus, New Delhi 6 110 001  
**Email:** [harish.verma@uidai.net.in](mailto:harish.verma@uidai.net.in)

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

## **1.2 Introduction**

1.2.1 UIDAI proposes to telecast TV commercials & scrolls messages related to Aadhaar, in private news channels (Hindi & English). The plan will include top 5 channels under each category, based on their TRP rating provided by BARC as explained in Section III, Scope of Work.

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

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

### **i. Registration**

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

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

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

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

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

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

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

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

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

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

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

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder need not pay any EMD for participating in this RFP.

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

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

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

public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

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

**v. Assistance to bidders**

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

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

1800

3070

2232.

## Section II – INSTRUCTIONS TO BIDDERS

### 2.1 General

<b>2.1.1 Definitions</b>	<p>(a) "Purchaser" means the entity purchasing the services under this RFP, i.e. Unique Identification Authority of India (UIDAI).</p> <p>(b) "RFP" means the Online Request for seeking quotations for Telecast of Television Commercials related to Aadhaar, notified by UIDAI vide its notification dated 25.1.2018 and all corrigendum, if any, related to the same.</p> <p>(c) "Bidder" means any entity that applies through this RFP, intending to provide services to the purchaser under this RFP and is Advertising and Creative agency empanelled with UIDAI HQs or empanelled as Advertising and Creative agency with NeGD, vide this RFP dated 25.1.2018.</p> <p>(d) "Bid" means the Financial Proposal consisting of documents as stipulated in this RFP.</p> <p>(e) "Service Provider" is the entity, whose bid has been accepted by the Purchaser and who has agreed to perform the work as described in the Scope of Work pursuant to the selection.</p> <p>(f) "Instructions to Bidders" (Section II of the RFP) means the document which provides interested Bidders with all information needed to prepare their bids. This document also details out the eligibility criteria and process for the Award of the work to the Service Provider.</p> <p>(g) "Scope of Work" at Section III of this RFP means explanation of objectives, activities and deliverable details with timelines.</p> <p>(h) "Party" means the purchaser or the service provider, as the case may be, and "Parties" means both of them.</p>
<b>2.1.2. General Instruction</b>	<p>(i) All the provisions of this RFP shall be binding on every bidder responding to this RFP.</p> <p>(ii) UIDAI will select one single entity from the total bids received in accordance with the process of selection as detailed in this RFP.</p> <p>(iii) The Scope of Work is in Section III of this RFP.</p> <p>(iv) The date, time and address for submission of the bid have been given in the Schedule for RFP at 1.1.6 and at address for communication at 1.1.8 of this RFP.</p> <p>(v) Interested bidders are invited to submit their bids as per the Bid Preparation and Document Checklist given at Cl. 2.4 of Section II. Every page of bid document and all its enclosures should be signed and stamped by the bidder or its authorized representative.</p> <p>(vi) The Purchaser is not bound to accept any or all the bids, and reserves the right to annul the bidding process at any time, without assigning any reason and shall not be incurring any liability to the bidders.</p>

<b>Only one Bid</b>	(vii) A bidder shall submit only one bid. If a bidder submits more than one bid, all such bids shall be disqualified and rejected.
<b>Bid Validity</b>	(viii) Bid must remain valid for 180 days from the last date of submission.
<b>Earnest Money Deposit</b>	(ix) Bidders do not need to pay any EMD for participating in this RFP.
<b>Consortium</b>	(xii) Bids received from Consortiums will <b>not</b> be considered and shall be termed as invalid and summarily rejected.
<b>Tenure of Agreement</b>	(xiii) Tenure of the agreement signed between the Service Provider and the Purchaser would be until the completion of the work as per the Scope of Work, with satisfactory and timely delivery of the deliverables as specified in this RFP. (xiv) UIDAI reserves the right to extend the tenure of the agreement, if required so, and such extension would be effective for the period as communicated by the UIDAI in writing. (xv) For Termination/Suspension related information please refer to relevant clauses in Section IV of this RFP.
<b>2.1.3. Clarification and Amendment of RFP Document</b>	(i) Bidders may request clarification in the RFP document during the pre-bid conference or in writing before the bid submission, as per the Schedule for RFP. Any request for clarification must be sent by email to the address indicated at Clause 1.1.8. (ii) Purchaser may amend the RFP at any time before the submission of bids, by issuing an addendum/ corrigendum on its website. This may not be individually communicated to the prospective bidders and shall be binding on all.
<b>2.1.4. Right to Accept or Reject the Bid/s</b>	Purchaser reserves the right to accept or reject any bid/s and to annul the RFP process and reject all such bids at any time prior to award of work, without assigning any reason and thereby will not incur any liability or obligation to bidder/s to inform the grounds for such decision.
<b>2.1.5 Submission, Receipt, and Opening of Bids</b>	(i) The tender shall be submitted Online (complete in all respect) must be uploaded on <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> in Two packets i.e. Two Cover system (Eligibility and Financial bid), and bidder must follow the procedure as detailed in the <b>Clause 5 of Section I</b> . (ii) The bid shall be submitted online, the Signed and Scanned copy of all the required documents in <b>Packet -1</b> having 1 part, viz., <ul style="list-style-type: none"> <li>• Part I Bid covering letter, Authorization letter, Complete set of bid (self-attested), Documents related to eligibility as per the document checklist, as per Clause 2.4 of Section-II</li> </ul> <b>A. Packet-2</b> having viz., Schedule of price bid in the form of BOQ_XXXX.xls (iii) All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. All the files mentioned below should be in .PDF format except for the BoQ which should be .xls format.



	<p>(iv) The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.</p> <p>(v) Incomplete responses not conforming to the Checklist of the RFP will be summarily rejected.</p>
<b>2.1.6. Opening of Financial Bids &amp; Evaluation</b>	Opening of financial bid and its evaluation would be done as per provisions given in Clause 2.3 of this RFP document (Process for Award of Work). Representatives of the shortlisted bidders shall make it convenient to be present on the date and time which will be confirmed and intimated separately.
<b>2.1.7. Disqualification</b>	<p>Purchaser may at its sole discretion and at any time during the evaluation of application, disqualify any bid, if the bidder has:</p> <ul style="list-style-type: none"> <li>(i) submitted the application after the response deadline;</li> <li>(ii) made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements;</li> <li>(iii) exhibited a record of poor performance such as abandoning works, not properly completing the obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;</li> <li>(iv) submitted an application that is not accompanied by required documentation or is non-responsive;</li> <li>(v) failed to provide clarifications related thereto, when sought;</li> <li>(vi) submitted more than one application either as a Single Agency/ Prime Agency/ Consortium member;</li> <li>(vii) been declared ineligible or blacklisted by the Government of India or any of State/UT Government.</li> </ul>
<b>2.1.8. Selection of the Service Provider</b>	Selection of the Service Provider would be done as per provisions given in Clause 2.3 of this RFP document (Process for Award of Work).
<b>2.1.9. Payment Terms</b>	<ul style="list-style-type: none"> <li>(i) It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/ /NEFT/RTGS mechanism instead of payment through cheques, wherever feasible. The payment will be made on delivery and acceptance by the consignee as per Annexure V.</li> <li>(ii) The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill: <ul style="list-style-type: none"> <li>a) Ink-signed copy of Commercial invoice / Seller's bill.</li> <li>b) Copy of work Order</li> <li>c) Consignee Receipt Vouchers as per Annexure V.</li> <li>d) Xerox copy of PBG</li> </ul> </li> <li>(iii) No advance payment(s) would be made.</li> <li>(iv) DD (Media) would be the Paying Authority for this RFP.</li> <li>(v) Failure to deliver in time would attract penalty as per clause 4.2(xii)</li> </ul>
<b>2.1.10. PBG</b>	Successful bidder who is selected for the work under this RFP would have to submit a PBG equivalent to 2 % of the total contract value.

## 2.2 Eligibility Criteria (Pre-Qualification)

Bidder should be an Advertising and Creative agency empanelled with UIDAI HQs or empanelled with NeGD as Advertising and Creative agency.

## 2.3 Process for Award of Work

Since this is only a financial quotation-based tender, the Evaluation Committee will evaluate the lowest bid among all received bids and award the work, provided the following criteria related to the RFP and eligibility criteria are met. These criteria are also explained in **Section II, Clause 2.4** and Section III, Clause 3.2 & Clause 3.3:

S.No.	Criteria	Whether bid satisfies Criteria
1.	Whether Bid Covering Letter is in order and valid (submitted document as per S.No.1 of Clause 2.4)	Yes / No
2.	Whether bidder meets the eligibility criteria of being an Advertising and Creative agency empanelled with UIDAI HQs or empanelled as Advertising and Creative agency with NeGD (submitted document as per S.No. 2 of Clause 2.4)	Yes / No
3.	Whether bidder has submitted the Financial bid in order (submitted document at S.No.6 of Clause 2.4)	Yes / No
4.	Whether all documents submitted by the bidder have been self-attested as per details at S.No.7 of Clause 2.4	Yes / No

- Only those bids will be accepted & evaluated which are found to be fulfilling all the eligibility and qualifying requirements of this RFP.
- The accepted Technical bids will be considered as ~~shortlisted~~
- Only shortlisted bids will be considered for financial evaluation.

The lowest financial bid of those who have been shortlisted after the process would be declared as L1 and will be awarded the work as described in Scope of Work.

The L1 bidder will be identified as the Service Provider.

The decision of the Evaluation Committee will be final and binding.

## 2.4 Bid Preparation and Document Checklist

A. It is compulsory to mention page numbers on each and every documents placed in the bid.

B. Please attach this checklist at the beginning of the RFP.

S.No.	Category	Detailed description	Page No. of Bid Document	Compliance (Yes/No)
1.	Annexure I	Signed and Scanned copy of Bid Covering Letter		

2.	Pre- Qualification Criteria	Bidder should be an Advertising and Creative agency empanelled with UIDAI HQs or should be an Advertising and Creative agency empanelled with NeGD. a. For Advertising and Creative agency empanelled with UIDAI HQs, no document is required. b. For entities empanelled with NeGD, a copy of valid letter of empanelment issued by NeGD may be enclosed with bid.		
3.	Documents signed and submitted as per process	The RFP along with eligibility documents should be signed and scanned and uploaded as per the process mentioned in Clause 2.1.5.		
4.	Financial Bid	Whether BOQ for telecast of TVCs as described in <b>Section III, Scope of Work</b> of this RFP has been filled as per clause 2.1.5.		

### Section III – SCOPE OF WORK

#### 3.1 Telecast of Television commercials (TVCs) related to Aadhaar

UIDAI intends to telecast TVCs & scrolls messages on leading Hindi & English News Channels. Five top channels from each of the above genres will be selected for dissemination of these TVCs. The selection will be based on TRP ratings of these channels as provided by BARC in the week (January 6 to January 12, 2018). Accordingly, the channels are as follows:

S.No.	Channel Name	No. of Spots	Duration of spots	Period of campaign	Time Band
1.	Aaj Tak	4	30 seconds	60 days	7 pm to 9 pm
2.	Zee News	4	30 seconds	60 days	7 pm to 9 pm
3.	News 18 India	4	30 seconds	60 days	7 pm to 9 pm
4.	India TV	4	30 seconds	60 days	7 pm to 9 pm
5.	ABP News	4	30 seconds	60 days	7 pm to 9 pm
6.	Republic TV	4	30 seconds	60 days	7 pm to 9 pm
7.	Times Now	4	30 seconds	60 days	7 pm to 9 pm
8.	India Today Television	4	30 seconds	60 days	7 pm to 9 pm
9.	CNN News 18	4	30 seconds	60 days	7 pm to 9 pm
10.	NDTV 24x7	4	30 seconds	60 days	7 pm to 9 pm

#### 3.2 Telecast of scroll messages related to Aadhaar

UIDAI also intends to telecast scrolls messages on the above mentioned News Channels. The description of the same is as follows:

S.No.	Channel Name	No. of words (approx)	Minimum exposure	Time Band	Period of campaign
1.	Aaj Tak	100	48	0600-2100	60 days
2.	Zee News	100	48	0600-2100	60 days
3.	News 18 India	100	48	0600-2100	60 days
4.	India TV	100	48	0600-2100	60 days
5.	ABP News	100	48	0600-2100	60 days
6.	Republic TV	100	48	0600-2100	60 days
7.	Times Now	100	48	0600-2100	60 days
8.	India Today Television	100	48	0600-2100	60 days
9.	CNN News 18	100	48	0600-2100	60 days
10.	NDTV 24x7	100	48	0600-2100	60 days

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

### 4.1 General Provisions

<b>4.1.1 Definitions</b>	Unless the context otherwise requires, the following terms whenever used in this RFP have the following meanings: (a) "Applicable Law" means the laws and any other instruments having the force of law in India. (b) "Purchaser" means the entity purchasing the services under this RFP, i.e, UIDAI. (c) "Effective Date" means the date on which empanelment comes into force. (d) "GC" mean these General Conditions of RFP. (e) "Government" means the Government of India. (f) "Service Provider" means any private or public entity whose bid has been accepted by the Purchaser and that will provide the Services to the Purchaser under this RFP. (g) "Party" means the Purchaser or the Service Provider, as the case may be, and "Parties" means both of them. (h) "Services" means the work to be performed by the Service Provider pursuant to selection, as described in Scope of Work at Section-III of RFP. (i) "Bidder" means the entity bidding for the services under this RFP. (j) "In writing" means communication in written form with proof of receipt.
<b>4.1.2 Relationship Between the Parties</b>	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Service Provider. The Service Provider, subject to selection, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
<b>4.1.3 Law Governing Agreement</b>	Agreement signed between both parties consequent to selection process, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India.
<b>4.1.4 Language</b>	This RFP has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this RFP.
<b>4.1.5 Notices</b> <b>4.1.5.1</b>	Any notice, request or consent required or permitted to be given or made pursuant to this RFP shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
<b>4.1.5.2</b>	A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address.

<b>4.1.6 Authorized Representatives</b>	Any action required or permitted to be taken, and any document required or permitted to be executed under this RFP by the Purchaser or the Bidder may be taken or executed by the authorized officials or representatives.
<b>4.1.7 Taxes and Duties</b>	The Service Provider and their Personnel shall pay all such direct and indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India.
<b>4.1.8 Fraud and Corruption</b>	It is the Purchaser's policy to require that the Purchaser as well as Service Provider observes the highest standard of ethics during the selection and execution of terms and conditions under this RFP. The Purchaser also requires that the Service Provider does not demand any service charges from the Resident unless the same is agreed with the Purchaser in advance.
<b>4.1.8.1 Definitions</b>	<p>In pursuance of this policy, the Purchaser defines, for the purpose of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process;</p> <p>(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence procurement process and includes collusive practice among bidders, prior to or after bid submission, designed to establish bid prices at artificially high or non-competitive levels and to deprive the Purchaser of the benefits of free and open competition</p> <p>(iii) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser, designed to establish prices at artificial, non-competitive levels;</p> <p>(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect fulfillment of terms and conditions under this RFP;</p> <p>(v) "unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work which was agreed to;</p>
<b>4.1.8.2 Commissions and Fees</b>	(a) Purchaser will require the successful Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or fulfillment of terms and conditions under this RFP. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.
<b>4.1.9 Interpretation</b>	<p>In this RFP unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this RFP;</p> <p>(b) unless otherwise specified a reference to a clause number is a</p>

	<p>reference to all of its sub-clauses;</p> <p>(c) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this RFP including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) a reference to legislation includes legislation repealing, replacing or amending that legislation;</p>
	<p>(i) in the event of an inconsistency between the terms of RFP and the Bid document and the Proposal, the terms of this RFP shall prevail.</p>

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

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

- i. Rate shall be written both in words and figures. There should not be errors and / or over-writings and corrections, if any, should be made clearly and initialled with dates. The rates should mention elements of the service charges or any other charges separately.
- ii. Service Provider shall not assign or sublet the Work Order or any substantial part thereof to any other agency, nor can the bidder have arrangement with other company for bidding purpose.
- iii. Rates quoted will be valid upto 180 days from the last date of submission of Bids.
- iv. In the event of any loss /damage to UIDAI, the bidder shall be liable to make good such loss found. No extra cost on such shall be admissible.
- v. Direct or indirect canvassing on the part of the bidder or his representative will lead to disqualification.
- vi. If a bidder imposes conditions, such conditional bids are liable to summary rejection.
- vii. UIDAI reserves the right to accept or reject one or all bids without assigning any reasons and accept bid for all or anyone. UIDAI also reserves the right to award the work to more than one bidder.
- viii. The Service Provider shall not use any Govt. emblems and/or UIDAI logo in any unauthorized, illegal or inappropriate manner which may deceive the public to believe unsolicited, unauthorized content. The said logo/emblems shall be used only in such manner as to provide credibility to the authentic webpages/ applications/ platforms belonging to UIDAI.
- ix. Termination: The Work Order can be terminated at any time by the UIDAI, if the services are not up to the satisfaction after giving an opportunity to the Service Provider of being heard and recording of the reasons for repudiation.
- x. Liquidated Damages: In case of delay in supply of quality services within the Scope of Work and as per the prescribed timelines specified in the Work Order, liquidated damages will be charged as per the Clause provisions below:

(a) Delay in work/assignment completion/telecast as per timelines given in work order are liable to attract penalty @ 0.5% per day vis-a-vis an amount of individual assignment value i.e. telecast of TVCs on each television channel (as specified in Section III, Scope of Work) which has been delayed.

(b) The penalty will be calculated subject to the maximum value of penalty not exceeding 10% of the total contract value.

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

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

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

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

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

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

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

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

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

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

### 4.3 Termination/ Suspension

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

#### **4.4 Obligations of the Service Provider**

##### **4.4.1 GENERAL**

<b>4.4.1.1 Standard of Performance</b>	<p>The Service Provider shall perform the services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall always act, in respect of any matter relating to this RFP or to the Services, as faithful advisers to the Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with third Parties.</p>
<b>4.4.1.2 Prohibition of Conflicting Activities</b>	<p>The Service Provider shall not engage, and shall cause their Personnel as well as and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this RFP.</p>

	<p>a) The Service Provider shall keep safe, secure and confidential and protect from unauthorized access, loss or damage all demographic information, and all documents, data and information of any nature provided to the Service Provider for the discharge of services.</p> <p>b) The Service Provider shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from UIDAI, other than required for discharge of services.</p> <p>c) The Service Provider shall not give access to the information or data collected and received from UIDAI in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by the UIDAI.</p>
<b>4.4.1.3 General Confidentiality</b>	Except with the prior written consent of the Purchaser, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from UIDAI in the course of the Services, nor shall the Service Provider and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. The same condition shall apply to the Purchaser and its personnel to take prior written consent of the Service Provider to share all information considered confidential by Service Provider.
<b>4.4.1.4 Insurance to be Taken Out by the Service Provider</b>	The Service Provider (a) shall take out and maintain, at their own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage; and (b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken out and maintained and that the current premiums have been paid.
<b>4.4.1.5 Sub- contracting</b>	The Service Provider shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this RFP without the prior written approval of the Purchaser and the decision of the Purchaser shall be final.
<b>4.4.1.6 Reporting Obligations</b>	As per terms and conditions mutually agreed at the time of award of work.
<b>4.4.1.7 Rights of Use</b>	All rights of use of any process, product, service, or data developed, generated, or collected, received from UIDAI or any other task performed by the Service Provider under the execution of work awarded under this RFP, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Service Provider shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of the Purchaser or its nominated agencies.

<b>4.4.1.8 Safety &amp; Security of Data, Premises, Location/ site</b>	<p>(a) The Data, information, documents provided by the Purchaser to the Service Provider is the property of the Purchaser. The Service Provider shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.</p> <p>(b) The Service Provider shall not use the information, the name or the logo of the Purchaser and or Government of India without authorization of UIDAI.</p> <p>(c) The Service Provider shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser.</p> <p>(d) The Service Provider shall follow the Security Guidelines issued by UIDAI.</p> <p>(e) The Service Provider would be governed by the provisions of the Law of the Land, including but not limited to the IT Act and other relevant Acts.</p> <p>(f) The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements.</p> <p>(g) The rogue behavior of the employees of Service Provider shall fall under the -Unlimited liabilityøto the Service Provider.</p> <p>(h) Service Provider shall not use be entitled to use its company logo or name in any of the developed applications in anyway whatsoever.</p>
<b>4.4.1.9 Intellectual Property Rights (IPR)</b>	<p>The intellectual property rights to all the outputs, deliverables, data, reports developed during the execution of this Contract shall remain sole property of the Purchaser.</p>
<b>4.4.1.10 Assignment</b>	<p>The Service Provider shall not assign, in whole or in part, any of their obligations under this RFP.</p>

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

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

#### 4.4.3 OBLIGATIONS OF THE PURCHASER

<p><b>4.4.3 Assistance and exemptions</b></p>	<p>Unless otherwise specified in this RFP, the Purchaser shall use its best efforts to ensure that the Government shall:</p> <p>(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.</p> <p>(b) Provide to the Service Provider and Personnel any such other assistance as may be specified in the RFP.</p>
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#### 4.4.4 Facilities

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

<p><b>4.4.5.1 Payment Obligation</b></p>	<p>In consideration of the services performed by the Service Provider under the contract, UIDAI shall make such payments to the service provider and in such manner as is provided hereinafter</p>
<p><b>4.4.5.2 Remuneration</b></p>	<p>a) UIDAI shall pay to the Service Provider on the basis of financial quote (FQ) in respect of the work, as specified in Scope of Work (Section-III), upon completion of each deliverable as specified therein, and subject to such Penalty Clause and/or other deductions, if any, as may be imposed on the Service Provider.</p> <p>b) The remuneration is fixed for the entire duration of the contract. The remuneration covers all costs associated with the works in respect of the project specified in the Scope of Work including all direct or indirect taxes, all direct or indirect personnel that may be deployed by the Service Provider for the works, computers and /or other equipment used for the same, any other indirect / incidental costs whatsoever, and no other payment(s) shall be made to the Service Provider except as specified herein.</p>
<p><b>4.4.5.3 Taxes and Duties</b></p>	<p>The Service Provider is responsible for meeting any and all tax liabilities arising out of the contract except for all local identifiable indirect taxes (as itemized and finalized at contract negotiations) that are reimbursable to the BIDDER</p>
<p><b>4.4.5.4 Currency of Payment</b></p>	<p>All payments under this contract shall be made in Indian Rupees only.</p>

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

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

<p><b>4.4.7.1 Amicable Settlement</b></p>	<p>Performance of the Service Provider is governed by the terms &amp; conditions of the RFP, in case of dispute arises between the parties regarding any matter under the RFP, either Party may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 4.4.7.2 shall become applicable.</p>
<p><b>4.4.7.2 Arbitration</b></p>	<p>a) In the case of dispute arising upon or in relation to or in connection with this RFP, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Purchaser and the Service Provider, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the CEO, UIDAI. The Arbitration and Conciliation Act,</p>

	<p>1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</p> <p>(b) Arbitration proceedings shall be held in New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Purchaser and the Service Provider. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.</p>
<b>4.4.7.3 Obligations during Arbitration</b>	<p>Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under this RFP unless they otherwise agree.</p>

#### **4.4.8 ADHERENCE TO RULES & REGULATIONS**

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

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

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

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

**ANNEXURE - I**

**BID COVERING LETTER**  
(On the Letterhead of the Bidder)

To,  
(Address it to as per Clause 1.1.9.)

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

Dear Sir

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

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

Or

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

2. Our company/firm (Name of the entity) offers to provide our services to UIDAI for telecast as per the Scope of Work in the RFP Notification No. \_\_\_\_\_ dated \_\_/\_\_/\_\_\_\_ at the price(s) quoted in the enclosed sealed Financial Bid (inclusive of all taxes) in accordance with the RFP.
3. Our company/firm (Name of the entity) agrees to abide by the terms and conditions stated in the RFP for the entire duration of this work.
4. Our company/firm (Name of the entity) declares that we are neither blacklisted by any Central/States/UTs Government nor have ever been charged with for corrupt or fraudulent practices nor have been involved in any such litigation with Government of India/States/UTs Government that would have declared us as ineligible to participate in the process of this RFP.
5. Our company/firm (Name of the entity) hereby certifies that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. We also undertake that, in competing for (and, if the award is made to us, in executing) the above project, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988", "Prevention of Money Laundering Act, 2002" and such other laws as may be applicable.
6. We understand that the UIDAI is not bound to accept any bid received in response to this RFP.
7. We shall provide all assistance/cooperation required by UIDAI/auditing agencies appointed by it/UIDAI officials for performing their auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of this contract/agreement or our empanelment with UIDAI including forfeiture of PBG submitted to UIDAI as part of this bid.



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

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

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

Yours sincerely,

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

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

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

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

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***\*Letter of Authorization by the Company/Firm shall be enclosed along with this letter.***

**FINANCIAL BID INFORMATION**

1. Bidders are required to submit the financial bid online only and no other format is acceptable. The price bid has been given as a standard BoQ format with the tender document. The same is to be downloaded and to be filled by all the bidders. For details (Refer to Clause 1.3 ó subsection ív: submission of bidsø).
2. Incomplete or conditional bids would be liable for rejection.
3. Aforesaid rates are inclusive of all costs, taxes, etc., as given in Scope of Work based on the specifications of the job.
4. The quotes (per unit) mentioned above will remain valid for a period of 180 days.
5. Rates quoted should be both in words and in figures (preferably typed) and shall have no overwriting. Any overwriting in the financial rates may render the tender as invalid.

**(SIGNATURE)**  
**AUTHORISED SIGNATORY**

**ANNEXURE-III**

**PROFORMA FOR SUBMITTING WRITTEN QUERIES\***

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

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

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

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

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