

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

Date: 06/06/2018

Unique Identification Authority of India UIDAI HQ Building, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi ó 110 001

TABLE OF CONTENTS

SECTION	PAGE No.
SECTION I – INVITATION TO BID & INTRODUCTION	3
1.1 Invitation to Bid	4
1.2 Introduction	4
1.3 Procedure for submission of Online bids on CPP portal	4-6
SECTION II – INSTRUCTION TO BIDDERS	7
2.1 General	7-9
2.2 Eligibility Criteria	10
2.3 Process for Award of Work	10
2.4 Bid Preparation and Document Checklist	11-12
SECTION III – SCOPE OF WORK	13
3.1 Telecast of Television commercials (TVCs) related to Aadhaar	13
3.2 Telecast Roster	13-14
3.3 Information on Telecast Roster	14
SECTION IV - GENERAL AND SPECIAL CONDITIONS OF THE CONTRACT	15-25
4.1 General Provisions	15-17
4.2 General terms & Conditions	17-18
4.3 Termination / Suspension	18-19
4.4 Obligations of the Service Provider	
SECTION V - ANNEXURES	26-29
5.1 ANNEXURE I - Bid Covering Letter	26-27
5.2 ANNEXURE II - Financial Bid Information	28
5.3 ANNEXURE III - Proforma for submitting written queries	29

SECTION I 6 INVITATION TO BID & INTRODUCTION

1.1 Invitation to Bid

1.1.1. The Chief Executive Officer, UIDAI invites online proposals from advertising agencies empanelled with UIDAI HQ or empanelled with DAVP as Agency engaged for Multi-Media Creative Work or empanelled with NeGD as Advertising and Creative Agency, vide this RFP dated 6.6.2018 for telecast of Television commercials 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 1.1.7.

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:
-------	----------	---------

Published Date	6.6.2018 at 1200 hrs
Pre-Bid Meeting	8.6.2018 at 1200 hrs
Submission of Clarification, if any	8.6.2018 on or before 1600 hrs
Clarification / corrigendum to be uploaded on	11.6.2018 at 1730 hrs
the CPPP Portal	11.0.2018 at 1750 his
Bid Submission Start Date	11.6.2018 at 1000 hrs
Bid Submission End Date	18.6.2018 at 1600 hrs
Technical Bid Opening Date	19.6.2018 at 1600 hrs
Financial Bid Opening Date	To be communicated later

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

1.1.7 Address for Communication:

Sh. Harish Lal Verma Dy. Director (Media), Unique Identification Authority of India, 5th Floor, UIDAI HQ Building, Bangla Sahib Road, Behind Kali Mandir, Gole Market, New Delhi ó 110 001 Tel. No. 011-23478513 **Email:** harish.verma@uidai.net.in 1.1.8 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 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 online bids the CPP Portal obtained submitting on may be 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 õOnline bidder Enrollmentö 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 \exists My Tendersø 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 õMy Spaceö or \neq Other Important Documents¢ area available to them to upload such documents. These documents may be directly submitted from the õMy Spaceö 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 has to select the payment option as õofflineö to pay the EMD as applicable and enter details of the instrument.

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 biddersø 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 õFreeze Bid Submissionö 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
	O CHICI MI

2.1 General	
2.1.1 Definitions	 (a) õPurchaserö means the entity purchasing the services under this RFP, i.e. Unique Identification Authority of India (UIDAI). (b) õRFPö means the Online Request for seeking quotations for Telecast of Television Commercials related to Aadhaar, notified by UIDAI vide its notification dated 6.6.2018 and all corrigendum, if any, related to the same. (c) õBidderö 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 vide this RFP dated 6.6.2018. or is an entity empanelled by DAVP engaged for Multi-Media Creative Work or is an entity empanelled with NeGD as Advertising and Creative agency. (d) õBidö means the Financial Proposal consisting of documents as stipulated in this RFP. (e) õService Providerö 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. (f) õInstructions to Biddersö (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. (g) õScope of Workö at Section III of this RFP means explanation of objectives, activities and deliverable details with timelines. (h) õPartyö means the purchaser or the service provider, as the case may be, and õPartiesö means both of them.
2.1.2. General Instruction	 (i) All the provisions of this RFP shall be binding on every bidder responding to this RFP. (ii) UIDAI will select one single entity from the total bids received in accordance with the process of selection as detailed in this RFP. (iii) The Scope of Work is in Section III of this RFP. (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 1.1.7 of this RFP. (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. (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.

Only one Bid	(vii) A bidder shall submit only one bid. If a bidder submits more than		
	one bid, all such bids shall be disqualified and rejected.		
Bid Validity	(viii) Bid must remain valid for 180 days from the last date of		
	submission.		
Earnest Money	(ix) Agencies who wish to bid for this RFP need to pay an EMD of		
Deposit (EMD)	Rs.16,00,000/- (Rupees Sixteen Lakh only) for participating in this RFP.		
and Tender Fee	The EMD shall be in Indian Rupees and shall be in the form of		
	Bankers Cheque or Demand Draft from any of the Nationalised/		
	Scheduled Bank in favour of õUnique Identification Authority of		
	Indiaö payable at New Delhi.		
	(x) Tender Fee of Rs.1,000/- (Rupees One Thousand only) is required to		
	be paid in Indian Rupees and shall be in the form of Bankers Cheque or		
	Demand Draft from any of the Nationalised/ Scheduled Bank in favour		
	of õUnique Identification Authority of Indiaö payable at New Delhi.		
	(x) If the L1 bidder refuses the work awarded as per Scope of Work under		
	this RFP, the EMD amount of the L1 bidder will stand forfeited.		
	(xi) Only those agencies empanelled with UIDAI HQ as Advertising and		
	Creative Agency or those agencies registered as an MSME entity (having		
	a valid MSME certificate issued by NSIC or relevant authority) are		
	exempt from paying EMD or Tender Fee.		
Consortium	(xii) Bids received from Consortiums will not be considered and shall		
	be termed as -invalidøand summarily rejected.		
Tenure of			
Agreement	t 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.		
2.1.3.	(i) Bidders may request clarification in the RFP document during the		
Clarification and	pre-bid conference or in writing before the bid submission, as per the		
Amendment of	-Schedule for RFPø Any request for clarification must be sent by email		
RFP Document	to the address indicated at Clause 1.1.7.		
	(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		
2.1.4.	be binding on all. 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,		
Right to Accept or Reject the	without assigning any reason and thereby will not incur any liability or		
Bid/s	obligation to bidder/s to inform the grounds for such decision.		
2.1.5 Submission,	(i) The tender shall be submitted Online (complete in all respect) must be		
,			
Receipt, and	uploaded on https://eprocure.gov.in/eprocure/app in Two packets i.e. Two		

Opening of Bids	Cover system (Eligibility and Financial bid), and bidder must follow the	
	procedure as detailed in the Clause 5 of Section I .	
	(ii) The bid shall be submitted online, the Signed and Scanned copy of all	
	the required documents in ó	
	Packet -1 having 1 part, viz.,	
	• Part I ó 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	
	A. Packet-2 having viz.,	
	ÉSchedule of price bid in the form of BOQ.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.	
	(iv) The offers submitted by Telegram/Fax/email shall not be considered.	
	No correspondence will be entertained in this matter.	
	(v) Incomplete responses not conforming to the Checklist of the RFP will	
	be summarily rejected.	
2.1.6.	Opening of financial bid and its evaluation would be done as per	
Opening of	provisions given in Clause 2.3 of this RFP document (Process for Award	
Financial Bids &	of Work). Representatives of the shortlisted bidders shall make it	
Evaluation	convenient to be present on the date and time which will be confirmed and	
Evaluation	intimated separately.	
2.1.7. Purchaser may at its sole discretion and at any time during the evaluat		
Disqualification		
	(i) submitted the application after the response deadline;	
	(ii) made misleading or false representations in the forms, statements and	
	attachments submitted as proof of the eligibility requirements;	
	(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	
1	completion of infancial families, etc. In any project in the preceding three	
	years;	
	years;	
	years; (iv) submitted an application that is not accompanied by required	
	years; (iv) submitted an application that is not accompanied by required documentation or is non-responsive;	
	 years; (iv) submitted an application that is not accompanied by required documentation or is non-responsive; (v) failed to provide clarifications related thereto, when sought; 	
	 years; (iv) submitted an application that is not accompanied by required documentation or is non-responsive; (v) failed to provide clarifications related thereto, when sought; (vi) submitted more than one application either as a Single Agency/ 	
	 years; (iv) submitted an application that is not accompanied by required documentation or is non-responsive; (v) failed to provide clarifications related thereto, when sought; (vi) submitted more than one application either as a Single Agency/ Prime Agency/ Consortium member; (vii) been declared ineligible or blacklisted by the Government of India 	
2.1.8. Selection	 years; (iv) submitted an application that is not accompanied by required documentation or is non-responsive; (v) failed to provide clarifications related thereto, when sought; (vi) submitted more than one application either as a Single Agency/ Prime Agency/ Consortium member; (vii) been declared ineligible or blacklisted by the Government of India or any of State/UT Government. 	
2.1.8. Selection of the Service	years; (iv) submitted an application that is not accompanied by required documentation or is non-responsive; (v) failed to provide clarifications related thereto, when sought; (vi) submitted more than one application either as a Single Agency/ Prime Agency/ Consortium member; (vii) been declared ineligible or blacklisted by the Government of India or any of State/UT Government. Selection of the Service Provider would be done as per provisions given	
of the Service	 years; (iv) submitted an application that is not accompanied by required documentation or is non-responsive; (v) failed to provide clarifications related thereto, when sought; (vi) submitted more than one application either as a Single Agency/ Prime Agency/ Consortium member; (vii) been declared ineligible or blacklisted by the Government of India or any of State/UT Government. 	
of the Service Provider	years; (iv) submitted an application that is not accompanied by required documentation or is non-responsive; (v) failed to provide clarifications related thereto, when sought; (vi) submitted more than one application either as a Single Agency/ Prime Agency/ Consortium member; (vii) been declared ineligible or blacklisted by the Government of India or any of State/UT Government. 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).	
of the Service Provider 2.1.9. Payment	 years; (iv) submitted an application that is not accompanied by required documentation or is non-responsive; (v) failed to provide clarifications related thereto, when sought; (vi) submitted more than one application either as a Single Agency/ Prime Agency/ Consortium member; (vii) been declared ineligible or blacklisted by the Government of India or any of State/UT Government. 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). (i) It will be mandatory for the Bidders to indicate their bank account 	
of the Service Provider	years; (iv) submitted an application that is not accompanied by required documentation or is non-responsive; (v) failed to provide clarifications related thereto, when sought; (vi) submitted more than one application either as a Single Agency/ Prime Agency/ Consortium member; (vii) been declared ineligible or blacklisted by the Government of India or any of State/UT Government. 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).	

	through cheques, wherever feasible.	
	(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:	
	a) Ink-signed copy of Commercial invoice / Sellerøs bill.	
	b) Copy of work Order	
	c) Monitoring report of campaign by BARC	
	d) Xerox copy of PBG	
	(iii) No advance payment(s) would be made.	
	(iv) DD (Media) would be the Paying Authority for this RFP.	
	(v) Failure to deliver in time would attract penalty as per clause	
	4.2(xii)	
2.1.10. PBG	The PBG will be 5% of the amount stated in the Work Order and the	
	selected bidder will need to submit the same at the time of signing of	
	agreement with UIDAI.	

2.2 Eligibility Criteria (Pre-Qualification)

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

or

Bidder should be an entity empanelled by DAVP as an **Agency engaged for Multi-Media Creative Work**.

or

Bidder must be an entity 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	Yes / No	
	(submitted document as per S.No.1 of Clause 2.4)		
2.	Whether bidder meets the eligibility criteria of being an Advertising and Creative agency empanelled with UIDAI HQs or is an entity empanelled by DAVP as agency engaged for Multi-Media Creative Work or is an entity empanelled with NeGD as Advertising & Creative Agency (submitted document as per S.No. 2 of Clause 2.4)	Yes / No	
3.	Whether the bidder has submitted Tender Fee/EMD as per prescribed format? (submitted document as per S.No. 3 of Clause 2.4)	Yes / No	
4.	Whether bidder has submitted the Financial bid in order	Yes / No	
5.	Whether all documents submitted by the bidder have been self-attested as per details at S.No.4 of Clause 2.4	Yes / No	
6.	Whether bidder has submitted MSME certification in case	Yes/No	

agency claims exemption from paying EMD/Tender Fee?	
(submitted document as per S.No. of Clause 2.4)	

- 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 õshortlistedøa
- 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. If the L1 bidder refuses to carry out the work awarded as per scope of work under this RFP at the rates quoted by it, the EMD amount will stand forfeited. In such case, the successive bidders, i.e. L2, L3, etc. will be individually approached to provide services as per Scope of Work at L1 rates.

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	 Depending on bidderøs category, please submit the following: If bidder is an Advertising and Creative agency empanelled with UIDAI HQ - no document is required. If bidder is an entity empanelled by DAVP as agency engaged for Multi- Media Creative Work (submit empanelment agreement) If bidder is an entity empanelled by NeGD as Advertising & Creative Agency (submit empanelment agreement) 		
3.	EMD & Tender Fee			

		Bankers Cheque or Demand Draft from	
		-	
		any of the Nationalised/ Scheduled Bank	
		in favour of õUnique Identification	
		Authority of Indiaö payable at New Delhi.	
4.	Documents	The RFP along with eligibility documents	
	signed and	should be signed and scanned and uploaded	
	submitted as	as per the process mentioned in Section	
	per process	2.1.2 (ix).	
5.	Financial Bid	Whether BOQ for telecast of TVCs as	
		described in Section III, Scope of Work of	
		this RFP has been filled as per clause 2.1.5.	
6.	MSME	In case agency claims exemption from	
	Certificate	paying EMD/Tender Fee, it is required to	
		submit valid MSME certificate issued by	
		NSIC or relevant authority in Section 2.1.2	
		(xi)	

Section III – SCOPE OF WORK

3.1 Telecast of Television commercials (TVCs) related to Aadhaar

UIDAI intends to telecast TVCs 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 (19th May to 25th May 2018).

3.2 Telecast Roster

The Telecast Roster has been conceived to ensure optimum utilization of resources. Accordingly the Telecast Roster for all channels will be as follows:

Time band	Frequency	Frequency	Duration of spot	
7 pm - 9 pm	Week 1	4 spots	30 secs	
7 pm - 9 pm	Week 2	4 spots	30 secs	
	Bi	reak Period		
7 pm - 9 pm	Week 4	4 spots	30 secs	
7 pm - 9 pm	Week 5	4 spots	30 secs	
Break Period				
7 pm - 9 pm	Week 7	4 spots	30 secs	
7 pm - 9 pm	Week 8	4 spots	30 secs	
Break Period				
7 pm - 9 pm	Week 10	4 spots	30 secs	
7 pm - 9 pm	Week 11	4 spots	30 secs	

*UIDAI may use 60 seconds spot in place of two 30 seconds spots or any combination thereof. Also UIDAI reserves the right to change the TVCs on the roster every 7-10 days.

Accordingly, the channels are as follows:

Sl.No.	News channel	Language of news	Time band	Frequency	Duration of individual spot	Total Telecast
		Channel			-	days
1.	Aaj Tak	Hindi	7 pm - 9 pm	4 spots	30 secs	56 days
2.	India TV	Hindi	7 pm - 9 pm	4 spots	30 secs	56 days
3.	News18 India	Hindi	7 pm - 9 pm	4 spots	30 secs	56 days
4.	Zee News	Hindi	7 pm - 9 pm	4 spots	30 secs	56 days
5.	ABP News	Hindi	7 pm - 9 pm	4 spots	30 secs	56 days
6.	Republic TV	English	7 pm - 9 pm	4 spots	30 secs	56 days
7.	Times Now	English	7 pm - 9 pm	4 spots	30 secs	56 days
8.	India Today Television	English	7 pm - 9 pm	4 spots	30 secs	56 days

9.	CNN News18	English	7 pm - 9 pm	4 spots	30 secs	56 days
10.	NDTV 24x7	English	7 pm - 9 pm	4 spots	30 secs	56 days

*UIDAI may use 60 seconds spot in place of two 30 seconds spots or any combination thereof. Also UIDAI reserves the right to change the TVCs every 7-10 days.

3.3 Information on Telecast Roster

i. The Telecast roster may be changed during the campaign as per need of UIDAI.

ii. The Service Provider is required to get the consent of all channels to adhere to the above roster. Those channels (as per list in Clause 3.2) who do not adhere to the above roster and the conditions therein including the point where UIDAI may ask TVCs to be changed on the roster every 7-10 days, may not be considered for the campaign.

iii. There will be no make good for TVCs dropped during the course of the campaign.

iv. The Service Provider is required to submit a campaign monitoring report by BARC, which details the number of times the UIDAI TVC was aired during the course of the campaign (day-wise).

Section IV – GENERAL AND SPECIAL CONDITIONS OF THE CONTRACT 4.1 General Provisions

4.1.1 Definitions Unless the context otherwise requires, the following terr	
The state context otherwise requires, the following ten	ns whenever
used in this RFP have the following meanings:	
(a) õApplicable Lawö means the laws and any other	instruments
having the force of law in India.	
(b) õPurchaserö means the entity purchasing the service	ces under this
RFP, i.e, UIDAI.	
(c) õEffective Dateö means the date on which empane	lment comes
into force.	
(d) õGCö mean these General Conditions of RFP.	
(e) õGovernmentö means the Government of India.	
(f) õService Providerö means any private or public e	entity whose
bid has been accepted by the Purchaser and that will	provide the
Services to the Purchaser under this RFP.	
(g) õPartyö means the Purchaser or the Service Provider	r, as the case
may be, and õPartiesö means both of them.	
(h) õServicesö 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) õBidderö means the entity bidding for the servic	es under this
RFP.	
(j) õIn writingö means communication in written form	with proof of
receipt.	-
4.1.2 Nothing contained herein shall be construed as es	stablishing a
Relationship relationship of master and servant or of principal and age	nt as between
Between the Purchaser and the Service Provider. The Service Pro	vider, subject
the Parties to selection, has complete charge of Personnel performing	g the Services
and shall be fully responsible for the Services performe	d by them or
on their behalf hereunder.	
4.1.3 Agreement signed between both parties consequent	to selection
Law Governing process, its meaning and interpretation, and the relation	between the
Agreement Parties shall be governed by the Applicable Laws of India	ι.
4.1.4 This RFP has been executed in English, which s	shall be the
Language binding and controlling language for all matters rel	ating to the
meaning or interpretation of this RFP.	
4.1.5 Notices Any notice, request or consent required or permitted to	be given or
4.1.5.1 made pursuant to this RFP shall be in writing. Any	such notice,
request or consent shall be deemed to have been given o	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.	
4.1.5.2 A Party may change its address for notice hereunder b	by giving the
other Party notice in writing of such change to the address	s.

4.1.6	Any action required or permitted to be taken, and any document
Authorized	required or permitted to be executed under this RFP by the
Representatives	Purchaser or the Bidder may be taken or executed by the authorized
Representatives	officials or representatives.
4.1.7	The Service Provider and their Personnel shall pay all such direct and
Taxes and	indirect taxes, duties, fees, and other impositions levied under the
	-
Duties	Applicable Laws of India.
4.1.8	It is the Purchaserøs policy to require that the Purchaser as well as
Fraud and	Service Provider observes the highest standard of ethics during the
Corruption	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.
4.1.8.1 Definitions	In pursuance of this policy, the Purchaser defines, for the purpose of
	this provision, the terms set forth below as follows:
	(i) õcorrupt practiceö 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;
	(ii) õfraudulent practiceö 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
	(iii) õcollusive practicesö 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;
	(iv) õcoercive practicesö 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;
	(v) õunfair trade practicesö means supply of services different from
	what is ordered on, or change in the Scope of Work which was agreed
44.0.0	
4.1.8.2	(a) Purchaser will require the successful Service Provider to
Commissions	disclose any commissions or fees that may have been paid or are to be
and Fees	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.
4.1.9 Interpretation	In this RFP unless a contrary intention is evident:
	(a) the clause headings are for convenient reference only and do
	not form part of this RFP;
	(b) unless otherwise specified a reference to a clause number is a

reference	o all of its sub-clauses;
	ess 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;	
(d) a w	ord in the singular includes the plural and a word in the
plural incl	udes the singular;
(e) a w	ord importing a gender includes any other gender;
(f) a re	eference to a person includes a partnership and a body
corporate;	
(g) a 1	reference to legislation includes legislation repealing,
replacing	or amending that legislation;
(h) in	the event of an inconsistency between the terms of
RFP and	the Bid document and the Proposal, the terms of this RFP
shall preva	ail.

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 overwritings 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 any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for action.

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 bidderøs the 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 contractøs 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.

4.3.1	UIDAI may at any time terminate/suspend the work order for the following	
Termination /	reasons with at least 15 days of notice:	
Suspension	(a) If the Service Provider becomes insolvent or go into liquidation	
	or receivership whether compulsory or voluntary.	
	(b) If the Service Provider, in the judgment of the Purchaser has engaged	
	in corrupt or fraudulent practices.	
	(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.	
	(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.	
	(f) If the Service Provider fails to meet expected obligations related to	

4.3 Termination/ Suspension

	
	Scope of Work (Section III) and General Terms and Conditions stated in
	this RFP.
	(g) If the Service Provider has been blacklisted or disqualified for any
	reason by any government department.
	(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.
	(j) In the event of Service Provider found to be:
	(i) Sub-contracting of work/services without the prior written approval of
	UIDAI.
	(ii) Non-cooperating during audits conducted by UIDAI or auditing
	agencies appointed for the purpose.
4.3.2	Upon termination/suspension/expiration of this RFP pursuant to Clause
Cessation of	4.3.1, all rights and obligations of the Parties hereunder shall cease, except:
Rights,	(i) Such rights and obligations as may have accrued on the date of
Obligations	termination or expiration
and Services	(ii) the obligation of confidentiality set forth in Clause 4.4.1.3 thereof.
	(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.
	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.

4.4 Obligations of the Service Provider 4.4.1 GENERAL

4.4.1.1 Standard	The Service Provider shall perform the services and carry out their		
of	obligations hereunder with all due diligence, efficiency, in accordance with		
Performance	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 Purchaserøs legitimate interests in any		
	dealings with third Parties.		
4.4.1.2	The Service Provider shall not engage, and shall cause their Personnel as		
Prohibition of	well as and their Personnel not to engage, either directly or indirectly, in		
Conflicting	any business or professional activities which would conflict with the		
Activities	activities assigned to them under this RFP.		

	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.
	b) The Service Provider shall not store, copy, publish, print, interfere,
	tamper with or manipulate the information/data received from UIDAI, other
	than required for discharge of services.
	c)The Service Provider shall not give access to the information or data
	collected and received from UIDAI in the course of discharge of
	services, to any person who is not authorized to handle the information
	or data. Information should only be given to authorized personnel and
	only used in the manner prescribed by the UIDAI.
4.4.1.3	Except with the prior written consent of the Purchaser, the Service Provider
General	and the Personnel shall not at any time communicate to any person or entity
Confidentiality	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.
4.4.1.4	The Service Provider (a) shall take out and maintain, at their own cost but
Insurance to	on terms and conditions approved by the Purchaser, insurance against the
be Taken Out	risks, and for the coverage; and (b) at the Purchaserøs request, shall provide
by the Service	evidence to the Purchaser showing that such insurance has been taken out
•	_
Provider	and maintained and that the current premiums have been paid.
4.4.1.5	The Service Provider shall not be permitted to sub-contract any part of its
Sub-	obligations, duties, or responsibilities under this RFP without the prior
contracting	written approval of the Purchaser and the decision of the Purchaser shall be
	final.
44.1.6	As per terms and conditions mutually agreed at the time of award of work.
Reporting	
Obligations	
4.4.1.7	All rights of use of any process, product, service, or data developed,
Rights of Use	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.

4.4.1.8	(a) The Data, information, documents provided by the Purchaser to the
Safety &	Service Provider is the property of the Purchaser. The Service Provider
Security of	shall display due diligence in the handling of the said data and be
Data, Premises,	responsible for the Data, thus provided.
Location/ site 4.4.1.9	 (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. (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. (d) The Service Provider shall follow the Security Guidelines issued by UIDAI. (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. (f) The Purchaser reserves the right to carry out third party Audits of the Service Provider to ensure compliance of stated and implicit requirements. (g) The rogue behavior of the employees of Service Provider shall fall under the -Unlimited liabilityøto the Service Provider. (h) Service Provider shall not use be entitled to use its company logo or name in any of the developed applications in anyway whatsoever.
Intellectual	reports developed during the execution of this Contract shall remain sole
Property Rights	property of the Purchaser.
(IPR)	
4.4.1.10	The Service Provider shall not assign, in whole or in part, any of their
Assignment	obligations under this RFP.

4.4.2 Service Provider's PERSONNEL

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

4.4.3 OBLIGATIONS OF THE PURCHASER

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

4.4.4 Facilities

4.4.4.1	The Purchaser shall make available to the Service Provider and its Personnel
Services,	access to its facilities, as mutually agreed, at the times and in the manner
Facilities and	required by the Service Provider for efficient discharge of Services.
Property of	In case that such access shall not be made available to the Service
the Purchaser	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.

4.4.5 PAYMENT TERMS

4.4.5.1	In consideration of the services performed by the Service Provider under the
Payment	contract, UIDAI shall make such payments to the service provider and in
Obligation	such manner as is provided hereinafter
4.4.5.2	a) UIDAI shall pay to the Service Provider on the basis of financial
Remuneration	quote (FQ) in respect of the work, as specified in Scope of Work (Section-
	III), upon completion of each deliverable as specified therein, on provision
	of bill and other supporting documents as mentioned in Section 2.1.9, and
	subject to such Penalty Clause and/or other deductions, if any, as may be
	imposed on the Service Provider.
	b) The remuneration is fixed for the entire duration of the contract. The
	remuneration covers all costs associated with the works in respect of the
	project specified in the Scope of Work including all direct or indirect taxes,
	all direct or indirect personnel that may be deployed by the Service Provider
	for the works, computers and /or other equipment used for the same, any
	other indirect / incidental costs whatsoever, and no other payment(s) shall be
	made to the Service Provider except as specified herein.
4.4.5.3	The Service Provider is responsible for meeting any and all tax liabilities
Taxes and	arising out of the contract except for all local identifiable indirect taxes (as
Duties	itemized and finalized at contract negotiations) that are reimbursable to the
	BIDDER
4.4.5.4	All payments under this contract shall be made in Indian Rupees only.
Currency of	
Payment	

4.4.5.5	Billings and payments in respect of the services shall be made as follows:
Mode of	a) Project-wise payments:
Billing and	i. UIDAI shall pay the Service Providerøs invoice within 90 days after
Payment	receipt of such invoice, prepared as per (i) above, and suitable
-	deductions/adjustments shall be carried out for SLA deductions, or penalties,
	if any.
	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.
	c) All payments under this Contract shall be made to the specified bank
	account of the Service Provider.
	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

4.4.6 GOOD FAITH

4.4.6.1 Good	The Parties undertake to act in good faith with respect to each otherøs rights
Faith	under this RFP and to adopt all reasonable measures to ensure the realization
	of the objectives of this RFP.

4.4.7 SETTLEMENT OF DISPUTES

4.4.7.1	Performance of the Service Provider is governed by the terms & conditions
Amicable	of the RFP, in case of dispute arises between the parties regarding any
Settlement	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.
4.4.7.2	a) In the case of dispute arising upon or in relation to or in connection with
Arbitration	this RFP, which has not been settled amicably, any party can refer the dispute
	for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such
	disputes shall be referred to an Arbitral Tribunal consisting of 3 (three)
	arbitrators, one each to be appointed by the Purchaser and the Service
	Provider, the third arbitrator shall be chosen by the two arbitrators so
	appointed by the parties and shall act as Presiding Arbitrator. In case of
	failure of the two arbitrators, appointed by the parties to reach a consensus
	regarding the appointment of the third arbitrator within a period of 30 days
	from the date of appointment of the two arbitrators, the Presiding arbitrator
	shall be appointed by the CEO, UIDAI. The Arbitration and Conciliation Act,
	1996 and any statutory modification or re-enactment thereof, shall apply to
	these arbitration proceedings.
	(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.
	(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.
4.4.7.3	Notwithstanding any reference to arbitration herein, the parties
Obligations	shall continue to perform their respective obligations under this
during	RFP unless they otherwise agree.
Arbitration	

4.4.8 ADHERENCE TO RULES & REGULATIONS

4.4.8.1	The Service Provider shall take all measures to ensure compliance with all
Adherence to	applicable laws and shall ensure that the Personnel are aware of
Safety	consequences of non-compliance or violation of Applicable laws including
Procedures,	Information Technology Act, 2000 (and amendments thereof)
Rules,	The Service Provider shall report as soon as possible any evidence, which
Regulations,	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
Restrictions	situations.
	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.

4.4.9 LIMITATION OF LIABILITY

4.4.9.1	(i) Except in case of gross negligence or willful misconduct; and in the
Limitation of	case of infringement pursuant to Patent Rights:
Liabilit	(ii) (a) Neither party shall be liable to the other party for any indirect or
у	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
	(iii) All claims regarding indemnity shall survive the termination or expiry
	of the RFP.

4.4.10. ALLOCATION AND AWARD OF WORK

4.4.10.1	(iv) Process of award of work shall be governed by the process illustrated in
Selection of	Section II, clause 2.3 of this RFP document
bidder	
4.4.10.2	(v) UIDAI will periodically and at the end of project evaluate the
Performance	performance of the bidder.
Evaluation	(vi) Evaluation will be based on the following:
	a. Quality of Estimation and Scope Management.

b.	Adherence to schedule
с.	Number and type of defects identified during User Acceptance Testing
and	Go-live
d.	Quality of communication with UIDAI

4.4.11 CHANGE MANAGEMENT

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

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 -

- Our company/firm has been empanelled by UIDAI as Advertising and Creative Agency vide UIDAIøs 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 õPrevention of Corruption Act, 1988ö, õPrevention of Money Laundering Act, 2002ö 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 and/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,

Author	ized	Signat	ure	[In full as w	ell as initials]:	
Name	and	Title	of	Authorized	Signatory*:	

Name of Company/Firm: _____

Address: _____

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

ANNEXURE-II

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 \acute{o} -subsection \acute{v} : 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:

SL. No.	Page No. of RFP	Section	Clause	RFP Statement	Query	Response/ Clarificatio n

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