

Online - RFP for <u>Production of "The Second Aadhaar Mini-series" film</u>

Date: 23/03/2018

## 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 ó 110 001

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## SECTION I – INVITATION TO BID & INTRODUCTION

## 1.1 Invitation to Bid

1.1.1. The Chief Executive Officer, UIDAI on behalf of the Unique Identification Authority of India invites online limited proposals from empanelled agencies of NeGD or empanelled as Advertising and Creative Agencies with UIDAI HQs, New Delhi, vide this RFP dated 23.03.2018 for **Production of "The Second Aadhaar Mini-series" film**, specific to Aadhaar project 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 õInvitation to Bidö is non-transferable under any circumstances.

## 1.1.6. Schedule of RFP:

| Published Date                      | 23.03.2018 at 1400 hrs                            |
|-------------------------------------|---|
| Pre-Bid Meeting                     | 27.03.2018 at 1500 hrs                            |
| Submission of Clarification, if any | 28.03.2018 on or before 1200 hrs                  |
| Clarification / corrigendum to be   | 28.03.2018 on or before 1800 hrs                  |
| uploaded on the CPPP Portal if any  | 28.05.2018 01 01 01 01 01 01 01 01 01 01 01 01 01 |
| Bid Submission Start Date           | 23.03.2018 at 1400 hrs                            |
| Bid Submission End Date             | 05.04.2018 at 1200 hrs                            |
| Financial Bid Opening Date          | 06.04.2018 at 1200 hrs                            |
|                                     |   |

#### **1.1.7.** 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 ó 110 001 **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 2.5 of Section II not later than the date and time specified in Schedule. Bids submitted after last date and time of submission will be rejected summarily.

## 1.2 Introduction

1.2.1 UIDAI proposes to produce a mini-series on Aadhaar showcasing the positive impact that the 12-digit unique identity has brought in the lives of every resident and how a person benefits from using Aadhaar while availing various services.

1.2.2 Till date, UIDAI has generated more than 120 Crore Aadhaar numbers. The impact of the Aadhaar initiative is wide-ranging. For residents across the country, Aadhaar is a transformational number which will improve the delivery of welfare programs and will provide residents, particularly the poor, greater access to resources and services.

1.2.3 Considering the benefits of a unique digital identity, Aadhaar can be showcased as:

> a service delivery platform ó use of Aadhaar for DBT and other Aadhaar-linked services

➤ a financial inclusion tool ó giving identity to masses. Considering that more than 30% people in India did not have any means to prove their identity.

➤ a digital payments platform ó door-step banking via AePS (Aadhaar enabled Payment System), DBT payments via APB (Aadhaar Payment Bridge), sending money via BHIM to the recipients Aadhaar-linked Bank account (Pay2Aadhaar in BHIM) and BHIM AadhaarPay ó the merchant application.

### 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 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 as 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 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 Documentsø 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. The financial bid need to be uploaded in the Packet 1 (financial bid) before last date and time of online submission of bids.

3) Bidder has to select the payment option as õnoneö to pay the tender fee / EMD as applicable and enter details of the instrument. Since this RFP is only open to entities who are empanelled with either NeGD or UIDAI as an advertising and creative agency, no EMD is required to be submitted for participating in this bid.

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.

8) 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   |   |
|---|---|
| 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 Proposal <u>for production of</u>  |
|   | "The Second Aadhaar Mini-series films", notified by UIDAI vide its  |
|   | RFP notification and all corrigendum, if any, related to the same.  |
|   | (c) õBidderö means any entity that will provide services to the purchaser   |
|   | under this RFP and is empanelled as an advertising and creative agency  |
|   | agency of UIDAI HQ, New Delhi or NeGD.  |
|   | (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.<br>(a) $\tilde{s}$ some of Worki at Section III of this DED means explanation of |
|   | (g) õScope of Workö at Section III of this RFP means explanation of objectives, assignment envisaged, activities, themes to work on,        |
|   | specifications for production of film, 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  | (i) All the provisions of this RFP shall be binding on every bidders  |
| Instruction   | responding to this RFP.   |
| instruction   | (ii) UIDAI will select L1 bidder 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. 2.5 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   |
| <b>D'1</b> X7 <b>D'1</b>  | 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 subm |   |
| Earnest Money   | (ix) Since this RFP is only open to entities who are empanelled as an advertising and greative accord with either NaCD or LUDAL no EMD is   |
| Deposit   | advertising and creative agency with either NeGD or UIDAI, no EMD is  |
| Concontinu  | required to be submitted for participating in this bid.   |
| Consortium  | (x) Bids received from Consortiums will <b>not</b> be considered and shall be termed as invalide and summarily rejected                     |
|   | termed as -invalidøand summarily rejected.  |

| Tenure of              |   |
|------------------------|---|
| Agreement              | 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.  |
|                        | (xii) 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.   |
|                        | (xiii) 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 to     |
| RFP Document           | the address indicated at Clause 1.1.7.  |
| KFP Document           |   |
|                        | (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.   |
| 2.1.4.                 | Purchaser reserves the right to accept or reject any bid/s and to annul the   |
| Right to Accept        | RFP process and reject all such bids at any time prior to award of work,      |
| or Reject the          | without assigning any reason and thereby will not incur any liability or      |
| v                      |   |
| Bid/s                  | obligation to bidder/s to inform the grounds for such decision.               |
|                        |   |
| 2.1.5 Submission,      | 1.1 The tender shall be submitted Online (complete in all respect) must be    |
| Receipt, and           | uploaded on https://eprocure.gov.in/eprocure/app in one packet i.e. single    |
| <b>Opening of Bids</b> | Cover system (Financial bid), and bidder must follow the procedure as         |
|                        | detailed in the Clause 5 of Section I.  |
|                        | 1.2 The bid shall be submitted online, the Signed and Scanned copy of all the |
|                        | required documents in   |
|                        | *   |
|                        | Packet-1 having price bid in the form of BOQ in .xls form.                    |
|                        | 1.3 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.                               |
|                        | 1.4 The offers submitted by Telegram/Fax/email shall not be considered. No    |
|                        | correspondence will be entertained in this matter.                            |
| 2.1.6.                 | Opening of financial bid and its evaluation would be done as per provisions   |
| Opening of             | given in Clause 2.3 of this RFP document (Process for Award of Work).         |
|                        | -   |
| Financial Bids &       | Representatives of the shortlisted bidders shall make it convenient to be     |
| Evaluation             | present on the date and time which will be confirmed and intimated            |
|                        | separately.   |
| 2.1.7.                 | Purchaser may at its sole discretion and at any time during the evaluation of |
| Disqualification       | application, disqualify any bid, if the bidder has:                           |
|                        | (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 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 | Selection of the Service Provider would be done as per provisions given in  |  |  |
| the Service         | Clause 2.3 of this RFP document (Process for Award of Work).                |  |  |
| Provider            |   |  |  |
| 2.1.9. Payment      | (i) It will be mandatory for the Bidders to indicate their bank account     |  |  |
| Terms               | 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 Purchaser.  |  |  |
|                     | (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   |  |  |
|                     | (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      |  |  |
| 2.1.10              | Since this RFP is open to only agencies empanelled with UIDAI and NeGD,     |  |  |
| PBG                 | there is no need to submit PBG.   |  |  |

## 2.2 Eligibility Criteria (Pre-Qualification)

• Empanelled as Advertising & Creative agency of NeGD or empanelled as Advertising and Creative Agencies with UIDAI HQs, New Delhi. Since this RFP is being issued to the empanelled agencies of UIDAI and NeGD, no technical bids are being invited.

## 2.3 Process for Award of Work

The financial Evaluation Committee for **production of "The Second Aadhaar Mini-series film"** will evaluate the financial bids of this RFP.

The selection of the agency will be based on the evaluation of the financial bids by the Evaluation Committee.

## 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.

| SI.<br>No. | Category   | Detailed description                    | Page No. of<br>Bid<br>Document | Compliance<br>(Yes/No) |
|------------|------------|---|--------------------------------|------------------------|
| 1.         | Annexure I | Signed and Scanned copy of Bid Covering |                                |                        |
|            |            | Letter                                  |                                |                        |
| 2.         | Documents  | All the documents should be signed and  |                                |                        |
|            | signed and | scanned and uploaded as per the process |                                |                        |

|    | submitted as  | mentioned in Clause 2.1.5.                       |  |
|----|---------------|--|--|
|    | per process   |  |  |
| 4. | Financial Bid | Signed and scanned copy of financial quote for   |  |
|    |               | production of "The Second Aadhaar Mini-          |  |
|    |               | series film" as per Annexure III, Section V this |  |
|    |               | RFP and the Price BOQ as mentioned in clause     |  |
|    |               | 2.1.5.   |  |

### Section III – SCOPE OF WORK

## 3.1 Description:-

• Production of a Mini-series (Individual capsule duration: upto 60 seconds) on the impact of Aadhaar on the day-to-day lives of people in India.

• The Mini-series film needs to cover the changing digital, social and economic landscape of the nation by increasing adoption of Aadhaar as an identifier and how it benefits the individual.

• The film will have upto 10 capsules of maximum duration of 60 seconds each

• In each capsule, the bidder is expected to address specific concern area(s), so that each individual capsule becomes sort of a stand-alone information dissemination capsule, which may be aired individually or in conjunction with entire series.

• A Story board needs to be conceptualised for each capsule of the film which portrays the idea, flow of the film and highlights the key point that is to be communicated. The script for each individual capsule also needs to be submitted after selection of the agency and release of work order.

• Pre-Production, Casting, Shooting, Editing and Post-production of all 10 capsules

• The Master copy will need to be produced in Hindi

• The service provider may also be asked to provide translation & sub-titling of the film in other languages. The same will however need to be done at DAVP rates

• The capsules may also required re-editing and re-voiceover, for extracting 30-second versions for each capsule, which will be payable at DAVP rates.

• Editing, Mastering and final delivery (both mixed and unmixed masters in all languages) in formats required by UIDAI for broadcast at the workshop, Television, Social Media Channels and Mobile Platforms

## **Duration of the Film**

a. 10 capsules of upto 60 seconds each.

b. 30-second edited and re-voice over of each of the 10 capsules.

## Languages:

Hindi with subtitles (in English, if required)

Translation in English (no subtitles)

## **Production**

a. The films will be a hybrid of fresh video shoot & high quality graphics. The shooting may be outdoor & produced at different locations. The background composition should be original & impactful.

b. The camera used should be a High Definition Camera such as :Redø Usage of an inferior camera will result in the produced film being declared invalid.

c. Use of an experienced Director, who will be actively involved in the pre-production, direction and post-production work.

d. Cast for the capsules should be experienced actors with ability to deliver dialogues and enact the sequence with panache.

## 3.2 Concept note and tentative script of the film

The Concept note and tentative script of the film will be required to be submitted in the form of a presentation, needs to capture the essence of the project i.e. the benefits Aadhaar has brought to the common man. For residents across the country, Aadhaar is a transformational number which will improve the delivery of welfare programs and will provide residents, particularly the poor, greater access to resources and services. As Aadhaar is being linked to several services, a number of queries are being asked by the public on how to use Aadhaar for availing services, how to link Aadhaar with essential services and the need to do so. Through these capsules and the consolidated film (as explained above), UIDAI seeks to inform and educate residents on the same.

While the final subject for the capsules may change as per requirement, for the purpose of producing the Concept Storyboard, script, etc, bidders are requested to study the topics given below and make a presentation accordingly.:

1. Aadhaar enrolment and update facilities are available at Banks and Post Offices: Aadhaar enrolment and update facilities are available at Banks and Post Offices across the country. You can enrol or update Aadhaar details even if you are not a customer of that bank. You can update your Aadhaar data from any bank branch or post office, which has an Aadhaar Kendra, even if you got enrolled from a different city/state. The bank/post office (which has an Aadhaar Kendra) cannot refuse Aadhaar enrolment or update service. In such cases, you may complain to the branch manager or higher authorities of the concerned bank.

## 2. Why is Aadhaar being asked for in Schools?

Aadhaar is a unique identity not only for adults but for children as well. It also helps in removing ghost entries of students and even teachers, a malpractice which has been plaguing the system and diverting public money into the pockets of unscrupulous elements.

This results in the needy children getting benefits of various government schemes like scholarship, mid-day meal, etc.

### 3. Aadhaar enrolment of infants in hospitals, for hospital admissions, etc.

Even infants can enrol for Aadhaar. Enrolling your child at this early age is of benefit to the parents as the child can take advantage of several government primary healthcare facilities and immunization facilities. Other than the fact any diversion of public money in this field can be thwarted, it also helps in providing an identity to the infant.

#### 4. Why do you need Aadhaar for property registration?

Using Aadhaar during property-related transactions is an effective way of thwarting attempts to carry out fraudulent sale of property using fake documents. As the property owner has to biometrically authenticate him/herself during the time of sale, Aadhaar provides an added layer of security to peopleøs immovable property.

## 5. What happens when Aadhaar authentication fails, especially in the case of elderly?

Aadhaar authentication is a process of proving one¢s identity to avail services such as Pensions, Ration etc, using fingerprints and Aadhaar number. Failure of authentication will not result in the person being denied benefits. All such Departments/Service Providers are required to maintain a register for logging any exceptions and any authentication failure. The Department/Service Provider will have to however, provide the particular service to the person.

#### 6. Can my Aadhaar be used to withdraw money from my bank account?

Aadhaar cannot be used to hack into anybodyøs bank account. The Aadhaar number is used to only verify the identity of the person holding a particular account. In no way does this compromise security of your bank account. Do not divulge sensitive information such as ATM or Debit Card PIN or the OTP generated by Bank. No one from Aadhaar or Bank will ever ask for such information.

#### 7. Addressing queries related to Child enrolment

A childøs Aadhaar is linked to the Aadhaar of one of the parents. The parent needs to take the child to any Aadhaar centre (available in banks and post offices) along with a Proof of Relationship (PoR) document such as Birth Certificate, Passport etc. Biometrics of the child need to be mandatorily updated at age 5 years and then again at age 15 years. This update is FREE of cost. Please visit the Aadhaar centre in your nearby bank branch or post office for biometric update.

## 3.3 Timelines

1. After selection of the agency, the agency will be issued a work order. On acceptance of the work order, the agency will immediately start work as per the approved concept note.

2. All necessary permissions for the shoot will be obtained by the agency with support from UIDAI.

3. The agency is required to complete the scripts within 2 days of receiving the work order and submit scripts, storyboards for approval. After obtaining approval on the scripts, the agency will start shoot/ production of the film and submit the rough cuts within **10 days** for preview and approval. The agency will submit the final versions within 2 days, incorporating changes in voice over, music track, or any changes for final review and approval.

## 3.4 Deliverables

1. Three copies in separate USB drives of the final cut of the film & capsules

2. Video Masters: Full HD Broadcast Quality- DV, DVD, DigiBeta, HDcam SR, DVD

3. All versions of Film & capsules (Final Mixed versions and unmixed versions), all raw files & footage (audio & video) on a Hard Drive, labelled properly in files/folders for easy understanding

4. The final versions of the film & capsules need to be submitted within timelines given by UIDAI.

## 3.5 Service Level Agreement (SLA)

3.5.1. The table below defines the SLA which will define the penalty to be levied on the Service Provider, if it doesnot conform to Timelines mentioned in Clause 3.3 or which are defined from time to time by UIDAI.

| Sl. | Deliverable                    | Severity        | Severity     | Severity             |
|-----|--------------------------------|-----------------|--------------|----------------------|
| No. |                                | Level 1         | Level 2      | Level 3              |
| 1.  | Submission of Script           | Delay of 1 days | Delay of 2-3 | Delay of more than 3 |
|     |                                |                 | days         | days                 |
| 2.  | Submission of First Draft      | Delay of 1 day  | Delay of 2-3 | Delay of more than 3 |
|     |                                |                 | days         | days                 |
| 3.  | Submission of subsequent Draft | Delay of 1 day  | Delay of 2-3 | Delay of more than 3 |
|     | (including final version)      |                 | days         | days                 |

3.5.2 The below table defines the penalties that are to be imposed based on the Severity Level defined in Clause 3.5.1

| Sl. No. | Severity Levels | Penalty                             |
|---------|-----------------|-------------------------------------|
| 1.      | Level 1         | 0.5% of the cost of project per day |
| 2.      | Level 2         | 1% of the cost of project per day   |
| 3.      | Level 3         | 2% of the cost of project per day   |

3.5.4 Total Penalty to be levied for violations of timelines as per SLA will be subject to a maximum of 10% of the cost of the project (s).

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

#### 4.1 General Provisions 4.1.1 Definitions Unless the context otherwise requires, the following terms 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 services under this RFP, i.e, UIDAI. (c) õEffective Dateö means the date on which empanelment 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 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, 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 services under this RFP. (j) õIn writingö means communication in written form with proof of receipt. Nothing contained herein shall be construed as establishing a 4.1.2 Relationship relationship of master and servant or of principal and agent as Between between the Purchaser and the Service Provider. The Service the Parties 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. 4.1.3 Agreement signed between both parties consequent to selection Law Governing process, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Laws of India. Agreement 4.1.4 This RFP has been executed in English, which shall be the binding and controlling language for all matters relating to the Language meaning or interpretation of this RFP. 4.1.5 Notices 4.1.5.1 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. A Party may change its address for notice hereunder by giving the 4.1.5.2 other Party notice in writing of such change to the address. 4.1.6 pre-production and editing work will be carried from the All Location premises of Service Provider or any other facilities co-opted by

|  | Service Provider   |  |
|--|--|--|
| 4.1.7<br>Authorized<br>Representatives<br>4.1.8<br>Taxes and<br>Duties<br>4.1.9<br>Fraud and | <ul> <li>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.</li> <li>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.</li> <li>It is the Purchaserøs policy to require that the Purchaser as well as Service Provider observes the highest standard of ethics during the</li> </ul> |  |
| Corruption   | selection and execution of terms and conditions under this RFP. The<br>Purchaser also requires that the Service Provider does not demand<br>any service charges from the Resident unless the same is agreed with<br>the Purchaser in advance.  |  |
| 4.1.9.1 Definitions  |  |  |
| 4.1.9.2<br>Commissions<br>and Fees   | (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.  |  |

| 4.1.10 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 to all of its sub-clauses; |
|                       | (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;   |
|                       | (d) a word in the singular includes the plural and a word in the  |
|                       | plural includes the singular;   |
|                       | (e) a word importing a gender includes any other gender;  |
|                       | (f) a reference to a person includes a partnership and a body   |
|                       | corporate;  |
|                       | (g) a reference to legislation includes legislation repealing,  |
|                       | replacing or amending that legislation;   |
|                       | (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.  |

## 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. 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/delivery as per timelines are liable to attract penalty @ 0.5% per day to an amount of the assignment value.

(b) UIDAI will not accept the project after 7 days of delay and the project shall be considered terminated.

- 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 or NeGD. 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:

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

b. Breach of contractøs terms and conditions especially those relating to IPR, Knowledge Management, etc.

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

- xiv. 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 work 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.
- xv. 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.
- xvi. 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.
- xvii. Legal proceedings by any of the parties, if necessary, will be in the jurisdiction of Delhi courts.

## 4.3 Termination/ Suspension

| 4.3.1        | UIDAI may at any time terminate/suspend the work order for the                |
|--------------|---|
| Termination/ | following reasons with at least 3 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     |
|              | 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.  |

|                        | <ul> <li>(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.</li> <li>(j) In the event of Service Provider found to be:</li> <li>(i) Sub-contracting of work/services without the prior written approval of UIDAI.</li> <li>(ii) Non-cooperating during audits conducted by UIDAI or auditing agencies appointed for the purpose.</li> </ul>  |
|------------------------|---|
| 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,   |
| Rights,                | except:   |
| <b>Obligations and</b> | (i) Such rights and obligations as may have accrued on the date of  |
| Services               | termination or expiration   |
|                        | <ul> <li>(ii) the obligation of confidentiality set forth in Clause 4.4.1.3 thereof.</li> <li>(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.</li> <li>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.</li> </ul> |

# 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 obligations |
|------------------|---|
| of               | hereunder with all due diligence, efficiency, in accordance with generally      |
| Performance      | 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 well  |
| Prohibition of   | as and their Personnel not to engage, either directly or indirectly, in any     |
| Conflicting      | 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      |
| C 01114 01101 1110   | 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       |
|                      | *   |
| 4 4 1 4              | considered confidential by Service Provider.                                      |
| 4.4.1.4              | The Service Provider (a) shall take out and maintain, at their own cost but on    |
| Insurance to         | terms and conditions approved by the Purchaser, insurance against the risks,      |
| be Taken Out         | and for the coverage; and (b) at the Purchaserøs request, shall provide evidence  |
| by the Service       | to the Purchaser showing that such insurance has been taken out and               |
| Provider             | 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- contracting     | obligations, duties, or responsibilities under this RFP without the prior 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,            |
| <b>Rights of Use</b> | 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 shall    |
| Security of            | display due diligence in the handling of the said data and be responsible for    |
| Data, Premises,        | the Data, thus provided.   |
| Location/ site         | (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.                       |
| 4.4.1.9                | The intellectual property rights to all the outputs, deliverables, data, reports |
| Intellectual           | developed during the execution of this Contract shall remain sole property of    |
| <b>Property Rights</b> | 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 |  |
| Project Manager/ | single point of contact for interaction with UIDAI or its ecosystem |  |
| Relationship     | partners.   |  |
| 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 such |
| exemptions | 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 Services,     | (a) The Purchaser shall make available to the Service Provider and its          |
| <b>Facilities and</b> | Personnel access to its facilities, as mutually agreed, at the times and in the |
| Property of the       | manner required by the Service Provider for efficient discharge of Services.    |
| Purchaser             | (b) 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.   |
|                       |   |

4.4.5 PAYMENT TERMS

| 4.4.5.1<br>Payment<br>Obligation | In consideration of the services performed by the Service Provider under the<br>contract, UIDAI shall make such payments to the service provider and in such<br>manner as is provided hereinafter   |
|----------------------------------|---|
| 4.4.5.2                          | a) UIDAI shall pay to the Service Provider on the basis of financial quote  |
| Remuneration                     | <ul> <li>(FQ) in respect of the work, as specified in Scope of Work (Section-III), upon completion of the deliverable as specified therein, and subject to such Penalty Clause and/or other deductions, if any, as may be imposed on the Service Provider.</li> <li>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.</li> </ul> |
| 4.4.5.3                          | The Service Provider is responsible for meeting any and all tax liabilities arising   |
| Taxes and                        | out of the contract except for all local identifiable indirect taxes (as itemized and   |
| Duties                           | 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<br>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. Within 60 days of satisfactory completion, and acceptance by UIDAI, of          |
| Payment     | 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.  |
|             | ii. UIDAI shall pay the Service Providerøs 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.   |
|             | 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           | The Parties undertake to act in good faith with respect to each otherøs rights |
|-------------------|--|
| <b>Good Faith</b> | 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 SETTLEMENT OF DISTUTES |   |
|------------------------------|---|
| 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 matter  |
| Settlement                   | 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        | (a) The Service Provider shall take all measures to ensure compliance with     |  |  |  |  |  |  |
|----------------|--|--|--|--|--|--|--|
| Adherence to   | all 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,         | (b) The Service Provider shall report as soon as possible any evidence,        |  |  |  |  |  |  |
| Regulations, & | which may indicate or is likely to lead to an abnormal or dangerous situation  |  |  |  |  |  |  |
| Restrictions   | and shall take all necessary emergency control steps to avoid such abnormal    |  |  |  |  |  |  |
|                | situations.  |  |  |  |  |  |  |
|                | (c) 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 case of  |  |  |  |  |  |  |  |
|---------------|--|--|--|--|--|--|--|--|
| Limitation of | infringement pursuant to Patent Rights:  |  |  |  |  |  |  |  |
| Liability     | (ii) Neither party shall be liable to the other party for any indirect or        |  |  |  |  |  |  |  |
|               | consequential loss or damage, loss of use, or loss of profits or interest costs, |  |  |  |  |  |  |  |
|               | provided that this exclusion shall not apply to any obligation of the Service    |  |  |  |  |  |  |  |
|               | Provider to pay liquidated damages (specified in Section IV) to the              |  |  |  |  |  |  |  |
|               | Purchaser; and   |  |  |  |  |  |  |  |
|               | (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 of | (vi) Evaluation will be based on the following:                                 |  |  |  |  |  |  |
|---------------|---|--|--|--|--|--|--|
| the           | a. Quality of Estimation and Scope Management.                                  |  |  |  |  |  |  |
| Bidder        | b. Adherence to schedule  |  |  |  |  |  |  |
|               | c. Number and type of defects identified during User Acceptance Testing and     |  |  |  |  |  |  |
|               | Go-live   |  |  |  |  |  |  |
|               | d. Quality of communication with UIDAI  |  |  |  |  |  |  |
| 4.4.10.3      | (vii) Extension of the RFP ó The selected agency may also be asked to carry out |  |  |  |  |  |  |
|               | similar work upto an extent of 100% subject to approval of the Competent        |  |  |  |  |  |  |
|               | Authority in UIDAI.   |  |  |  |  |  |  |

# 4.4.11 CHANGE MANAGEMENT

| 4.4.11.1   | (i) Service Provider shall record all deviations from original/ last base lined |  |  |  |  |  |  |
|--|---|--|--|--|--|--|--|
| Change scope of work as Change Request (CR). Service Provider shall also |   |  |  |  |  |  |  |
| Manageme   | detailed impact analysis in terms of cost and schedule before putting up th     |  |  |  |  |  |  |
| nt   | CR to UIDAI for approval  |  |  |  |  |  |  |
| Process  | (ii) All CRs shall be reviewed by UIDAIøs Change Approval Committee             |  |  |  |  |  |  |
|  | before an approval is accorded  |  |  |  |  |  |  |
|  | (iii) Service Provider shall incorporate approved CRs into the original/last    |  |  |  |  |  |  |
|  | base lined versions of the impacted deliverables and publish them as new        |  |  |  |  |  |  |
|  | versions  |  |  |  |  |  |  |
|  | (iv) 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 1.1.7.)

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

Dear Sir

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

1. Our company/firm (Name of the entity) has been empanelled by UIDAI as Advertising and Creative Agency vide UIDAIøs Letter of Empanelment No. \_\_\_\_\_\_ dated \_\_/\_\_\_ for a period up to dated \_\_/\_\_\_\_ (or is empanelled with NeGD as an Advertising and Creative Agency vide Letter of Empanelment No. \_\_\_\_\_\_ dated \_\_/\_\_\_ for a period up to dated \_\_/\_\_\_\_ for a period up to dated \_\_/\_\_\_\_ for a period up to dated \_\_/\_\_\_\_\_ for a period up to dated \_\_/\_\_\_\_\_\_ for a period up to dated \_\_/\_\_\_\_\_\_\_ for a period up to dated \_\_/\_\_\_\_\_\_\_ for a period up to dated \_\_/\_\_\_\_\_\_\_ for a period up to dated \_\_/\_\_\_\_\_\_\_\_\_ for a period up to dated \_\_/\_\_\_\_\_\_\_ for a period up to dated \_\_/\_\_\_\_\_\_\_\_\_ for a period up to dated \_\_/\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

2. Our company/firm (Name of the entity) offers to provide our services to UIDAI for production of õThe Aadhaar Mini-Series film 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/Statesø/UTsø 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 or our empanelment with UIDAI.

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: \_\_\_\_\_

-----

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

### ANNEXURE-II

### FINANCIAL BID FORMAT

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. Financial Proposal Format as part of BoQ

|     | Description   | Cost of film as<br>mentioned in<br>SOW (in INR)<br>including taxes |
|-----|---|--|
| •   | Production of "The Second Aadhaar Mini-series" film in Hindi. Cost          |  |
| sho | ould include all possible activities required for producing the film:       |  |
| •   | Script of the film  |  |
| 0   | Research to understand the subject  |  |
| 0   | Conceptualisation of storyboard   |  |
| 0   | Shooting (including HD Camera like Red, Directorøs cost, travel cost, etc.) |  |
| 0   | Graphics/Animation ó 2D or 3D   |  |
| 0   | Editing and all allied activities   |  |
| 0   | Final Delivery in formats required by UIDAI                                 |  |
| 0   | 30-second edited and re-voice over of each of the 10 capsules.              |  |
| GR  | RAND TOTAL  |  |

4. The quotes mentioned above will remain valid for a period of 180 days from the last date of submission of bid irrespective of the quantum of additional copies supplied.

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. The format of the BoQ shall be as below:-

| SI.<br>No.       | Item Description                                     | Quantity | Units | Financial quotes Per<br>Unit as per<br>specifications given<br>in Scope of Work of<br>this RFP (Inclusive of<br>Taxes)<br>Rs. P | With Taxes | TOTAL AMOUNT<br>In Words |
|------------------|--|----------|-------|---|------------|--------------------------|
| 1                | 2  | 4        | 5     | 6   | 7          | 8                        |
| 1                | Pre-production of "The Second Aadhaar mini           |          |       |   |            |                          |
| 1.01             | Script of the film                                   | 1.000    | Nos   |   | 0.00       | INR Zero Only            |
| 1.02             | Research to understand the subject                   | 1.000    | Nos   |   | 0.00       | INR Zero Only            |
| 1.03             | Conceptualise a storyboard                           | 1.000    | Nos   |   | 0.00       | INR Zero Only            |
| 1.04             | Shooting (including travel, etc.)                    | 1.000    | Nos   |   | 0.00       | INR Zero Only            |
| 1.05             | Graphics   | 1.000    | Nos   |   | 0.00       | INR Zero Only            |
| 2                | Post-production of "The Second Aadhaar mini          |          |       |   |            |                          |
| 2.01             | Editing  | 1.000    | Nos   |   | 0.00       | INR Zero Only            |
| 2.02             | Final Delivery in formats required by UIDAI          | 1.000    | Nos   |   | 0.00       | INR Zero Only            |
| 2.03             | 30-second edited and re-voice over of each of the 10 | 1.000    | Nos   |   | 0.00       | INR Zero Only            |
| Total in Figures | · · · · · · · · · · · · · · · · · · ·                |          |       | *   | 0.00       | INR Zero Only            |
| Quoted Rate in   |  |          |       | INR Zero Only   |            |                          |

(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 1.1.7.)

|    |      | Name of C | ompany/Fi | rm:                  | · · · · · · · · · · · · · · · · · · · |           |
|----|------|-----------|-----------|----------------------|---------------------------------------|-----------|
| S  | Page | Sectio    | Claus     | <b>RFP Statement</b> | Query                                 | Response  |
| L. | No.  | n         | e         |                      |                                       | /         |
| Ν  | of   |           |           |                      |                                       | Clarifica |
| 0. | RFP  |           |           |                      |                                       | tion      |
|    |      |           |           |                      |                                       |           |
|    |      |           |           |                      |                                       |           |

Name of Company/Firm.

Kindly note that queries sent to UIDAI in any other format or in read-only formats might be ٠ overlooked or rejected.