

**Limited Tender
for
Production of Short Film on Aadhaar**

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Government of India
Ministry of Communication & IT
Department of Electronics & Information Technology (DietY)
Unique Identification Authority of India (UIDAI)
3rd Floor, Tower II, Jeevan Bharati Building,
Connaught Circus, New Delhi 110001

SECTION 1: INSTRUCTIONS TO BIDDERS

The Unique Identification Authority of India, Headquarter, New Delhi invites applications from its empanelled advertising agencies and ‘Category A Multi-Media Agencies’ empanelled with DAVP, in the enclosed format of technical & financial bid (Annexure I & II) for production of a short film on Aadhaar.

1. The tender is being issued to interested parties for producing a short film on Aadhaar that captures the various accomplishments of the
2. The subject of the short film is listed under Scope of Work (S.No.10). Interested agencies are requested to make a thorough study of the subjects listed under Scope of Work. All resources that can be accessed for information related to these subjects are listed under Scope of Work.
3. Proposal must be submitted at the UIDAI Headquarters, New Delhi office in one large envelope marked as ‘**Bid for production of short film on Aadhaar**’. The envelope must contain two separate sealed envelopes: ‘Technical Bid for production of short film on Aadhaar’ and ‘Financial Bid for production of short film on Aadhaar’. The sealed envelopes should reach by 12 February, 2016 by 12.00 Noon addressed to

Media Division

Unique Identification Authority of India (UIDAI)
3rd Floor, Tower II, Jeevan Bharti Building
Connaught Circus
New Delhi 110001

4. Bids will be opened on 12 February, 2016 by 12.05 P.M. and the bidders are expected to be present during the bid opening process.

5. Financial bids of technically qualified bidders shall be opened as soon as the Technical evaluation of the bids is completed. The date of Financial bid opening will be communicated beforehand. UIDAI reserves the right to reject any application without assigning any reason.

6. Earnest Money Deposit (EMD):

EMD is to be provided only by those agencies who are not empanelled with UIDAI, i.e. ‘Category A multi-media agencies empanelled with DAVP’. Such agencies are required to submit an EMD of Rs. 1,00,000/- (Rupees One Lakh Only) in form of Demand Draft, in favour of PAO, UIDAI, New Delhi along with the bid. The EMD shall be refundable as per existing rules in this regard.

7. ELIGIBILITY CRITERIA FOR APPLYING:

- Firm should either be an empanelled agency of UIDAI or a ‘Category A Multi-Media Agencies’ empanelled with DAVP

- Agency should have experience of producing at least one corporate/organization film in the last 5 years. Work order supporting such a claim should be provided along with a sample of the film. A maximum of two such samples may be submitted and should be in the same sealed envelope which will be marked ‘Technical Bid for production of short film on Aadhaar’. The samples should be of reputed organizations (public or private) and should preferably be of 5-6 minutes duration. The film should be either in Hindi or English.

- Completion Certificate from the client for which the corporate film was produced, attesting to the fact that the work was completed satisfactorily should also be provided.

NOTE: Bids of firms who do not satisfy any of the above mentioned conditions will be rejected.

8. UIDAI reserves the right to make any number of changes to the storyboard/film, during and after production work (including re-shooting, etc.) to get the best results.

9. Selected bidder shall be asked to enter into an agreement with UIDAI as detailed in Annexure III.

SECTION 2

SCOPE OF WORK

UIDAI proposes to get a short duration film (5-6 minutes) produced on the various achievements of the Aadhaar project, the end-to-end process of enrolment and authentication, financial inclusion, security of data, usage and potential of Aadhaar in bringing efficiency in delivery of services both in public and private sector.

The points that need to be addressed in the film are:

- Achievements of the Aadhaar project
- Aadhaar's role in enabling financial inclusion
- Highlighting new generation services, such as eKYC, which enables Aadhaar holders to open a bank account instantly, get mobile sim card
- Other key features of Aadhaar such as integrity, privacy of data, A unique number-guarantees non-duplication
- Robust identity platform that enables Aadhaar holder to avail services by authenticating identity online and in real time
- Service providers can avail of Aadhaar identity platform to identify genuine beneficiaries, thus improving delivery systems
- Host of options (resident portal, eAadhaar, contact centre) open to residents for finding out Aadhaar related information
- Use of Aadhaar in various government schemes across Central/ State Governments

Resources for reference:

1. www.uidai.gov.in
2. resident.uidai.net.in
3. <http://www.uidai.gov.in/fi-e-kyc.html>
4. <http://www.uidai.gov.in/aadhaar-enrolments.html>
5. <http://www.uidai.gov.in/authentication-2.html>

10. Technical details for the film as follows:-

- (i). Film Duration up to 6 mins; abridged version of 3:30 minutes also needs to be created
- (ii). Film is to be shot in Full HD format (4K resolution). The output quality should be of 4K resolution.
- (iii). The master should be created in two languages – Hindi & English. Film is to delivered in DVC Pro, Beta, Digi Beta & Digital formats.
- (iv.) Mixed and unmixed versions along with raw footage should be provided.
- (v). Film should be compatible to be run on internet, mobile phones & cinema.
- (v). Film should be ready to be dubbed in various national languages as and when required.

SECTION 3

11. DELIVERABLES AND TIMELINES:

ITEM	TIME
First draft of storyboard	Within 5 days of initial discussion. The initial discussion will happen on the day of award of work
Mix-master & Raw footage of film	Within 5 days of communication of approval of draft of film

12. EVALUATION MECHANISM

- The selection of the agency will be based on the evaluation of the technical & financial bids by the Evaluation Committee. For evaluation, a Combined Quality Cum Cost Based System (CQCCBS) evaluation method will be followed, wherein a weighted composite success score will be calculated based on separate evaluations of the Technical Bid (70% weightage) and the Financial Bid (30% weightage). The minimum qualifying score for technically qualifying will be 70 marks out of 100. Bidders failing to attain the minimum technical qualifying score of 70 marks will be rejected.

- Financial bids of only those agencies will be opened who qualify with the minimum qualifying score on their technical proposals evaluated by the committee. Among the technically qualified bidders, the lowest financial bid would be accorded a score of 100 and other technically qualified proposals would be assigned financial score in inverse proportion to the lowest financial bid.

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

The composite final score will be calculated from the technical and commercial scores as shown in the illustrative example below.

Bidders A, B and C with technical bid marks of 80, 85 and 90 respectively, have been short-listed for consideration of their commercial bids. The commercial bids of the 3 bidder are as follows: A= Rs. 5 lakhs, B= Rs. 7.5 lakhs and C= Rs. 10 lakhs. The composite final score (S) for A, B and C will be calculated in the following manner:

1	2	3	4	5	6	7
Bidder	Technical marks (out of 100 marks)	Weighted technical score (column 2 x 70%)	Commercial Bid quote (in Rs. Lakhs)	Proportionate commercial score (lowest quote/bidder's quote) x 100	Weighted commercial score (column 5 x 30%)	Final composite score (S=column3+column6)
A	80	56.00	5	100.00	30.00	86.00
B	85	59.50	7.5	66.67	20.00	79.50
C	90	63.00	10	50.00	15.00	78.00

- The agency attaining the highest maximum combined evaluated score (Technical and Financial Score) would be selected. In the aforesaid example since bidder A has the highest composite final score (S=86.00), the work order will be given to bidder A.
- In case the highest composite score is the same for more than one bidder, the bidder with the higher commercial bid score will be awarded the contract. The decision of the committee will be final and binding.

SECTION 4

13. Performance Security Deposit

The Agency will have to deposit Performance Security Deposit as per the format provided in the *Appendix O* of the Procurement Manual of UIDAI that can be downloaded from the website of UIDAI or through the link

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

of an amount of Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand only) in the form of Bank Guarantee issued by scheduled Bank or Fixed Deposit Receipt (FDR) made in the name of the Agency and hypothecated to the Pay & Accounts Officer, UIDAI, New Delhi for a period covering the term of the contract. The Performance Security Deposit should remain valid for a period of 90 days beyond the concluding date of Agreement. In case of further extension the Contract period beyond the initial term, the Performance Security Deposit will have to be renewed accordingly.

14. Payment Clause

No advance payment would be admissible. The contract value as discovered from the bidding process will be paid within 90 days of submission of final product, against agency's invoice in triplicate being submitted along with such supporting documents as may be prescribed, and subject to deliverables and timeline conditions laid out in this tender document.

15. Penalty Clause

○ The prices quoted should be firm and remain valid for 60 days. Failing to comply with this condition or alteration/withdrawal of bids would render the agencies liable for foregoing their EMD held by UIDAI and dis-empanelment with UIDAI.

○ Delay in delivery of storyboard: After award of the contract, the bidder is expected to submit storyboard within five days of the date of award of contract/work order. A penalty of 1% per day on the total cost of production will be levied after the fifth day since award of contract/work order. The assignment will not be accepted if the same is delivered after 5 days of last date of scheduled deadlines.

○ Delay in delivery of final film (after final approval): After the draft version of the film is approved, the agency has to deliver final product within five days as per the Technical Details mentioned in S.No. 10. A penalty of 2% per day on the total cost of production will be levied after the fifth day since communication of approval of final draft. The assignment will not be accepted if the same is delivered after 5 days of last date of scheduled deadlines.

16. Technical and Financial Bid Formats are given at Annexure I and II respectively.

TECHNICAL BID (70%-Weightage)

- Agencies are expected to submit the Technical bid in an envelope marked ‘Technical Bid for production of short film on Aadhaar’

- As their Technical bid, Agencies are expected to submit creative storyboard for production of short film on Aadhaar, along with narration/script. The same will be evaluated on the following
 - Understanding of the theme – 20 marks
 - Creative Ideas and innovative approach – 25 marks
 - Flow of ideas (whether its logical, organized) – 25 marks
 - Overall effectiveness of film – 30 marks

FINANCIAL BID (30%-Weightage)

Agencies are required to submit the financial bid in sealed envelope marked 'Financial Bid for production of short film on Aadhaar'

<p>1. Cost of 'Production of short film on Aadhaar' (in Rs.) This should include all costs including all output formats as mentioned in S.No. 10.</p> <p>(Inclusive of all taxes, travel) In words</p>	
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GENERAL TERMS & CONDITIONS

- INCOMPLETE OR CONDITIONAL BIDS WOULD BE LIABLE FOR REJECTION.
- UIDAI RESERVES RIGHT TO ASK TO SUBMIT ANY DOCUMENT IF DESIRED SO AT ANY STAGE & ALSO THE RIGHT TO VERIFY/CONFIRM ALL ORIGINAL DOCUMENTS & FAILURE TO PRODUCE THE SAME WITHIN THE PERIOD AS AND WHEN REQUIRED AND NOTIFIED IN WRITING BY RECPDCL SHALL RESULT IN SUMMARILY REJECTION OF THE BID.
- UIDAI RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL REQUESTS FOR ENGAGEMENT, AT ANY STAGE, WITHOUT ASSIGNING ANY REASON OR TO ACCEPT IN PARTS AND ENGAGE MORE THAN ONE AGENCY AT ITS SOLE DISCRETION.
- THE QUOTES MENTIONED ABOVE WILL REMAIN VALID FOR A PERIOD OF 60 DAYS
- RATES SHOULD BE QUOTED BOTH IN WORDS AND FIGURES, PREFERABLY TYPED
- ANY OVERWRITING IN THE FINANCIAL RATES MAY RENDER THE TENDER AS INVALID
- NO ADVANCE PAYMENT WILL BE MADE TO THE AGENCY FOR ANY ASSIGNED WORK UNDER ANY CIRCUMSTANCES.
- EXCEPT WITH THE PRIOR WRITTEN CONSENT OF THE UIDAI, THE AGENCY SHALL NOT AT ANY TIME COMMUNICATE TO ANY PERSON OR ENTITY ANY CONFIDENTIAL INFORMATION ACQUIRED IN THE COURSE OF THE SERVICES, NOR SHALL THE AGENCY MAKE PUBLIC ANY SUCH INFORMATION GATHERED IN THE COURSE OF, OR AS A RESULT OF, THE SERVICES.
- IN THE EVENT OF A DISPUTE BETWEEN THE AGENCY AND THE UIDAI, THE DECISION OF THE DIRECTOR GENERAL, UIDAI SHALL BE FINAL AND BINDING.
- THE FINAL AND ANY INTERMEDIATE PRODUCTS DURING THE COURSE OF THIS PRODUCTION EXERCISE WILL BE THE PROPERTY OF UIDAI

(SIGNATURE)

AUTHORISED SIGNATORY OF THE AGENCY

**Agreement for Production of Short Film on Aadhaar
for UIDAI, New Delhi**

Project Name: “*Production of Short Film on Aadhaar for UIDAI*”

Agreement for RFP dated xx/xx/2016

between

Unique Identification Authority of India (UIDAI)

Government of India

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

and

____(Selected Agency)____

Preface

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

Dated: _____

• Form of Agreement

This AGREEMENT (hereinafter called the “Agreement”) is made the [*number*] day of {*name of the month*} month of 2016, between, **Unique Identification Authority of India (UIDAI)**, hereinafter called the “**Client**” which shall, unless repugnant to the context or meaning hereof, mean and include its representatives, successors and permitted assigns of the First Part;

And

M/s XXXXXXXXXX an Agency/company incorporated under the Companies Act, 1956 and having its Offices at XXXXXX, XXXXX, New Delhi which shall hereinafter be referred to as

the “Agency” which term and expression shall mean and include his heirs, executors, successors, legal representatives, administrators of the Second part;

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

WHEREAS:

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

WHEREAS the Client had expressed its intent to hire an Agency for Producing a Short Film on Aadhaar vide Notice Inviting Tender (NIT) in XX (*name of the month*) 2015/16.

WHEREAS the AGENCY had made its representations against the above stated NIT and was found to be technically suitable and stood L1 amongst all the bidders.

NOW THEREFORE, the CLIENT is desirous of availing the services of the AGENCY in relation to ‘Production of Short Film on Aadhaar’ in accordance with the terms and conditions stipulated herein. It is deemed necessary for both the parties to enter into this agreement and finalize the terms and conditions of the agreed services in writing.

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

1. SCOPE OF SERVICES

The AGENCY will provide to the CLIENT the Multi-Media Services for the Production of Short Film on Aadhaar as per the scope defined here below:

1.1 The Agency will provide a storyboard, conceptualizing the flow of the script for the production of the short-film - Production of Short Film on Aadhaar to UIDAI. The storyboard may in addition to the points that are provided in the RFP, include other topics. UIDAI reserves the right to revise the subject of the film to include any other topic that may be deemed necessary.

1.2 The film’s duration may be upto 6 minutes. An abridged version of the same film will also be created for upto 3:30 minutes.

1.3 The Film will need to be shot in Full HD Format (4K resolution). The output also should be in 4K resolution.

1.4 The Agency should provide a first draft of the film after approval of the storyboard by the Client. This should be provided within 5 days of the Client communicating the approval of the storyboard.

1.5 The agency should provide mixed and unmixed versions of the film along with the raw footage. The master should be in two languages – Hindi & English. Film is to delivered in DVC Pro, Beta, Digi Beta & Digital formats. Film should be ready to be dubbed in various national languages as and when required.

1.6 The Agency must adhere to the following timelines:

ITEM	TIME
First draft of storyboard	Within 5 days of initial discussion. The initial discussion will happen on the day of award of work
Mix-master & Raw footage of film	Within 5 days of communication of approval of draft of film

2. GENERAL TERM & CONDITIONS

The general terms and conditions of this Agreement shall be subject to the general Applicable Laws and any other instruments having the force of law in India, as issued and in force from time to time, besides the following terms and conditions:

2.1. This Agreement, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

2.2. The effective date of the Agreement on which it comes into force shall be the date of signing of this Agreement.

2.3. Unless terminated earlier, the Agreement will be in effect for the duration of the entire process of production of short film, from storyboard conception to final delivery of film.

2.4. The Agency will not be paid any advance for any assigned work under any circumstances.

2.5. Any communication required or permitted to be given or made pursuant to this Agreement shall be in writing and in English language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person/by e-mail to such an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Agreement.

2.6. The prices quoted should be firm and remain valid for 60 days. Failing to comply with this condition or alteration/withdrawal of bids would render the agencies liable for foregoing their EMD/PBG held by UIDAI and dis-empanelment with UIDAI.

2.7 In case of delays in the delivery of Deliverables, the Agency will be penalized for such faults as per the following parameters:

- Delay in delivery of storyboard: After award of the contract, the bidder is expected to submit storyboard within five days of the date of award of contract/work order. A penalty of 1% per day on the total cost of production will be levied after the fifth day since award of contract/work order. The assignment will not be accepted if the same is delivered after 5 days of last date of scheduled deadlines.

- Delay in delivery of final film (after final approval): After the draft version of the film is approved, the agency has to deliver final product within five days as per the Technical Details mentioned in S.No. 10. A penalty of 2% per day on the total cost of production will be levied

after the fifth day since communication of approval of final draft. The assignment will not be accepted if the same is delivered after 5 days of last date of scheduled deadlines.

2.8. In the event of a dispute between the Agency and the UIDAI, the decision of the Director General, UIDAI shall be final and binding.

2.8. In the event of any default by the Agency causing loss or damage to the Client, and failure of the Agency to fulfill its obligations as per the timelines mentioned in Scope of Service of this Agreement, shall be liable to pay damages to the Client as per the penalty clause, which could be deducted from the payments due to the Agency, if any or from the PBG/EMD deposited with the Client.

2.9. Except with the prior written consent of the Client, the Agency shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency make public nay such information gathered in the course of, or as a result of, the Services.

2.10. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

3. FORCE MAJEURE

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

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

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

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

4. CHARGES FOR SERVICES UNDER SCOPE OF SERVICES

The Client agrees to pay the Agency following charges for the services provided under the Scope of Services stated in para 2 of this Agreement:

S. No.	Items	Monthly Rates in Rs.
1	Charges for Production of Short Film on Aadhaar(inclusive of all costs)	
	Total	
	Taxes as applicable	
	Grand Total	

5. TERMS OF PAYMENT

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

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

5.2 Payment Terms:

5.2.1 Payments will be made as per the contract value as discovered from the bidding process and will be paid within 90 days of submission of final product, against agency's invoice in triplicate being submitted along with such supporting documents as may be prescribed, and subject to deliverables and timeline conditions laid out in this tender document.

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

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

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

6. PERFORMANCE SECURITY DEPOSIT

The Agency will have to deposit Performance Security Deposit as per the format provided in the *Appendix O* of the Procurement Manual of UIDAI that can be downloaded from the website of UIDAI or through the link

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

of an amount of Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand only) in the form of Bank Guarantee issued by scheduled Bank or Fixed Deposit Receipt (FDR) made in the name of the Agency and hypothecated to the **Pay & Accounts Officer, UIDAI, New Delhi** for a period covering the term of the contract. The Performance Security Deposit should remain valid for a period of 90 days beyond the concluding date of Agreement. In case of further extension the Contract period beyond the initial term, the Performance Security Deposit will have to be renewed accordingly.

7. OBLIGATIONS OF THE AGENCY

The Agency shall have the following obligations under this Agreement:

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

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

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

8. OBLIGATIONS OF CLIENT

The Client shall have the following obligations under this Agreement:

8.1. The Client shall pay the contract value that become due to the Agency for its satisfactory services provided as per the Scope of Services and the Terms & Conditions specified under this Agreement, without failure or undue delay.

9. DISPUTE RESOLUTION & GOVERNING LAWS

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

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

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

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

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

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

For and on behalf of (Selected Agency)

For and on behalf of UIDAI

Name, Designation and

Signature of Witnesses

1.

2.