



**Unique Identification Authority of India (UIDAI)**

## **REQUEST FOR PROPOSALS**

**FOR**

**Film based training content on Financial Inclusion  
and Authentication related processes**

**December 2, 2013**

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## 1. Fact Sheet

### 1.1 Fact Sheet

Clause Reference	Topic
	<p>RFP can be</p> <p><i>Downloaded from <a href="http://uidai.gov.in/business-link-1.html">http://uidai.gov.in/business-link-1.html</a> .The bidders are required to submit the tender cost in the form of a demand draft of Rs Five thousand (Rs 5000/-) in favour of PAO,UIDAI,New Delhi along with the Proposal. The tender cost is non refundable.</i></p>
	<p>Earnest Money Deposit of amount by</p> <p>Demand Draft of Rs 50,000 (Rs fifty thousand) in favour of PAO,UIDAI,New Delhi and payable at Delhi from any of the nationalized Scheduled commercial Bank</p>
	Procurement is for services linked to DELIVERABLE
	The Assignment is phased :Yes
	<p>A pre-Bid meeting will be held on 16/12//2013 (1630 Hours) at</p> <p>Unique Identification Authority of India (UIDAI),</p> <p>Planning Commission, Govt. of India (Gol),</p> <p>3rd Floor, Tower II, Jeevan Bharati Building,</p> <p>Connaught Circus, New Delhi – 110001</p> <p>The name, address, and telephone numbers of the Nodal Officer is:</p>

Clause Reference	Topic
	<p>Shri Shrish Kumar,</p> <p>Asstt. Director General (ADG),</p> <p>Address: Unique Identification Authority of India (UIDAI),</p> <p>Planning Commission, Govt. of India (Gol),</p> <p>1st Floor, Tower I, Jeevan Bharati Building,</p> <p>Connaught Circus, New Delhi – 110001</p> <p>Tel: (011)23466823</p> <p>shrish.uidai@gmail.com</p> <p><i>All the queries should be received on or before 09/12/2013, <b>through email only.</b></i></p>
	Proposals should be submitted in the following language(s): English
	Shortlisted firm/entity may associate with other shortlisted firm
	No
	Taxes: As applicable
	Proposals must remain valid <i>90 days</i> after the submission date
	<p>Bidders must submit</p> <p><input type="checkbox"/> An original and <i>one</i> additional copies of each proposal along with <i>two</i> copies of non-editable CD for Prequalification &amp; Technical Proposal</p> <p><input type="checkbox"/> One original copy of the Commercial Proposal</p>
	<p>The proposal submission address is:</p> <p>Shri Shrish Kumar,</p> <p>Asstt. Director General (ADG),</p> <p>Address: Unique Identification Authority of India (UIDAI),</p> <p>Planning Commission, Govt. of India (Gol),</p>

Clause Reference	Topic
	1st Floor, Tower I, Jeevan Bharati Building,  Connaught Circus, New Delhi – 110001  Tel: (011)23466823
	Proposals must be submitted no later than the following date and time:30/12/2013 (till 1500 Hours)

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## 2. **Background Information**

### 2.1 Basic Information

- a) The Unique Identification Authority of India (UIDAI), Planning Commission, Government of India invites proposals from organizations/institutions for creating a 'Film based training content on Financial Inclusion and Authentication related processes services" as described in the "Scope of Work" of this RFP.
- b) Any contract that may result from this public procurement competition will be issued for a term of 1 year.
- c) UIDAI reserves the right to extend the Term for a period 1 year on the same terms and conditions.
- d) Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

### 2.2 Project Background

The Film Based content will be used to train the target audience- such as business correspondents of banks, Officials of banks and other service providing agencies, Officials of banks and other service providing agencies etc on Financial Inclusion and Authentication related process, working with the hardware and software and resident/beneficiary handling. More details on the scope of work and services expected from the agency are provided in the Section "Scope of Work" of this RFP.

The agency is required to produce the film(s) and film based training modules.

- The film(s) and film based training modules are expected to impart knowledge and skill to the target audience and, encourage them to deploy and use the UID enabled authentication.

### 2.3 Key Information

The Government of India (GoI) has embarked upon an ambitious initiative to provide a Unique Identification, Aadhaar, to every resident of India and has constituted the Unique Identification Authority of India (UIDAI) for this purpose. The timing of this initiative coincides with the increased focus of the GoI on social inclusion and development through massive investments in various social sector programs and transformation in public services delivery through e-Governance programs. The scale of the Aadhaar initiative is unprecedented and its implementation will involve active participation of Central, State, and Local Governments, as well as public and private sector agencies across the country. Aadhaar has been envisioned as a means for residents to easily and effectively establish their identity, to any agency, anywhere in the country, without having to repeatedly produce identity documentation to agencies. Aadhaar would thus ensure that residents across India – including the poorest and the most marginalized – can access the benefits and services that are meant for them. Aadhaar would thus be critical to the government in achieving its goals of social justice and inclusion over the next decade. More details on the UIDAI and the strategy overview can be found on the website: <http://www.uidai.gov.in>.

The widespread implementation of the Aadhaar project provides a one of its kind opportunity for financial service providers to ride on the platform and reach the masses at minimal cost. As part of Aadhaar enrolment process, UIDAI will be collecting the resident's demographic and biometric information which can also be used for opening bank account for every resident. UIDAI is at an advanced stage of talks with RBI and Ministry of Finance for modifying the KYC regulation to include Aadhaar authentication and / or documentation in the list of acceptable KYC. This can enable UIDAI to electronically pass on the resident's consent along with the demographic information to banks for opening the bank account. In addition, residents could also use Aadhaar to open accounts individually at bank branches. In this context, UIDAI plans to partner with banks across the country to facilitate opening of bank accounts for the residents during the Aadhaar enrolment process. Financial service is one of the most important requirements for the currently excluded segment. And given that one of the key objectives of constituting UIDAI is to extend the delivery of services to the currently excluded, UIDAI is actively looking to facilitate the delivery of financial services. In this regard, UIDAI believes that the plan of issuing Aadhaar numbers to the intended 60 crore residents and setting up an online biometric authentication service will help address many of the current challenges faced by the banks in delivery of financial services. While covering the entire country may take some time, we believe that these initiatives will ease a large portion of current challenges and will help banks accelerate the accomplishment of a much deeper penetration of financial service delivery in the country.

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### **3. Instructions to the Bidders**

#### **3.1 General**

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the deliverables under the RFP. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by UIDAI on the basis of this RFP
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of UIDAI . Any notification of preferred bidder status by the UIDAI may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the UIDAI .
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

#### **3.2 Compliant Proposals / Completeness of Response**

- a) Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
  - i. Comply with all requirements as set out within this RFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
  - iii. Include all supporting documentations specified in this RFP

#### **3.3 Pre-Bid Meeting & Clarifications**

##### **3.3.1 Bidders Queries**

- a. UIDAI shall hold a pre-bid meeting with the prospective bidders on at 15/12/2013 at 1630 hrs
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach email on or before 09/12/2013 till 1500 hours.
- c. The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			
4.			
5.			

d. UIDAI shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Nodal Agency.

### 3.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

a. The Nodal Officer notified by the UIDAI will endeavor to provide timely response to all queries. However UIDAI, makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does undertake to answer all the queries that have been posed by the bidders.

b. At any time prior to the last date for receipt of bids, UIDAI may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the UIDAI's website.

d. Any such corrigendum shall be deemed to be incorporated into this RFP.

e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, UIDAI may, at its discretion, extend the last date for the receipt of Proposals.

## 3.4 Key Requirements of the Bid

### 3.4.1 Right to Terminate the Process

a. UIDAI may terminate the RFP process at any time and without assigning any reason. UIDAI makes no commitments, express or implied, that this process will result in a business transaction with anyone.

- b. This RFP does not constitute an offer by UIDAI. The bidder's participation in this process may result in UIDAI selecting the bidder to engage towards execution of the contract.

### **3.4.2 RFP Document Fee**

The bidder may download the RFP documents from the website [www.uidai.gov.in](http://www.uidai.gov.in). RFP document fees should be submitted in form of a demand draft of Rs 5000 (Rs Five thousand) drawn in favour of 'PAO, UIDAI, New Delhi' and payable at Delhi along with Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

### **3.4.3 Earnest Money Deposit (EMD)**

- a. Bidders shall submit, along with their Bids, EMD of Rs fifty Thousand only (Rs 50,000), in the form of a Demand Draft issued by any nationalized bank in favor of PAO, UIDAI, New Delhi' and payable at Delhi and should be valid for 6 months from the due date of the tender / RFP.
- b. EMD of all unsuccessful bidders would be refunded by UIDAI within 3 months of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix 3.
- c. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
- If a bidder withdraws its bid during the period of bid validity.
  - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

### **3.4.4 Submission of Proposals**

- a. The bidders should submit their responses as per the format given in this RFP in the following manner

Response to Pre-Qualification Criterion: (1 Original + 1 Copy + 1 CD) in first envelope

Technical Proposal - (1 Original + 1 Copy + 1CD) in second envelope

Commercial Proposal - (1 Original) in third envelope

- b. The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing "Pre-Qualification Proposal", "Technical Proposal"

and "Commercial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.

- c. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- d. The three envelopes containing copies of Pre-qualification Proposal, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked "Response to RFP for Film based training content on Financial Inclusion and Authentication related processes" - and the wordings **"DO NOT OPEN BEFORE 30/12/2013, 1630 hrs"**.
- e. The outer envelope thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".
- f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
- h. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.
- i. In case of any discrepancy observed by UIDAI in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- j. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by UIDAI in the contents of the CDs and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

### **3.4.5 Authentication of Bids**

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

## **3.5 Preparation and submission of Proposal**

### **3.5.1 Proposal Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by UIDAI to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

UIDAI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **3.5.2 Language**

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

### **3.5.3 Venue & Deadline for Submission of proposals**

Proposals, in its complete form in all respects as specified in the RFP, must be submitted to UIDAI at the address specified below:

<b>Addressed To</b>	Shri Shrish Kumar,  Asstt. Director General (ADG),
<b>Name</b>	Unique Identification Authority of India (UIDAI)
<b>Address</b>	Unique Identification Authority of India (UIDAI),  Planning Commission, Govt. of India (GoI),  1st Floor, Tower I, Jeevan Bharati Building,  Connaught Circus, New Delhi – 110001
<b>Telephone</b>	011-23466823
<b>Fax Nos.</b>	011-23752679
<b>Email ids</b>	shrish.uidai@gmail.com
<b>Last Date &amp; Time of Submission</b>	30.12.2013 till 1500 hrs

### **3.5.4 Late Bids**

- a. Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. UIDAI shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. UIDAI reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

## **3.6 Deviations**

The bidder may provide deviation to the contents of the RFP document. It may be noted that once the deviation are provided, the bidder would not be allowed that to withdraw the deviation submitted.

The Proposal evaluation committee would evaluate and classify them as “material deviation” or “non material deviation“. In case of any material deviations, the Committee would be entitled to reject the bid.

## **3.7 Evaluation process**

- a. UIDAI will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
- b. The Proposal Evaluation Committee constituted by the UIDAI shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

### **3.7.1 Tender Opening**

The Proposals submitted up to 1500 hrs on 30.12.2013 will be opened at 1630 hrs on the same day by UIDAI or any other officer authorized by UIDAI, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the proposal.

### **3.7.2 Tender Validity**

The offer submitted by the Bidders should be valid for a period of 90 days from the date of submission of Tender.

### 3.7.3 Tender Evaluation

- a. Initial Bid scrutiny will be held and bids with incomplete details as illustrated below will be treated as non-responsive. If Proposals;
- ☐ ☐ Are not submitted in as specified in the RFP document
  - ☐ ☐ Received without the Letter of Authorization (Power of Attorney)
  - ☐ ☐ Are found with suppression of details
  - ☐ ☐ With incomplete information, subjective, conditional offers and partial offers submitted
  - ☐ Submitted without the documents requested in the checklist
  - ☐ ☐ Have non-compliance of any of the clauses stipulated in the RFP
  - ☐ ☐ With lesser validity period
- b. All responsive Bids will be considered for further processing as below.

UIDAI will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

## 3.8 Consortiums

The Employer shall select a single bidder for the execution of this contract and any sub-bidders, contractors, joint-ventures, partnerships, or consortiums shall not be allowed.

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## 4. Criteria for Evaluation

### 4.1 Pre-Qualification Criteria

1	Sales Turnover	Annual Sales Turnover generated from services related to developing documentaries/ training and education films during each of the last two financial years (as per the last published Balance sheets), should be at least Rs 0.30 Crores.	Certified Copies/ Extracts from the audited financial statements in cases where the data relating to specified activities (as per preceding column) are already reported separately and can be easily determined from the financial statements itself OR  Certificate from the entity's statutory auditor in respect of the yearly sales and other data

			for the specified activities
<b>2</b>	Technical Capability	<p>Service provider must have <b>successfully completed in the last 3 years at least the following numbers of engagement</b> of value specified herein :</p> <p><i>Three projects of similar nature not less than the amount Rs 5 lakhs. The projects mentioned should be in training and education films / film based content development/awareness building films.</i></p>	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR</p> <p>Work Order + Phase Completion Certificate from the client</p>
<b>3</b>	Consortiums	Bidder should be an individual organization. Consortiums are not allowed.	
<b>4</b>	Legal Entity	<p>Should be any of the following:</p> <p>a. Company registered Companies Act, 1956</p> <p>b. Partnership firm registered or under limited liability partnership act Act, 2008</p> <p>c. Proprietorship firm</p> <p>d. Companies registered under section 25</p> <p>The entity should be Registered with the Service Tax Authorities and should have been operating for the last three years.</p>	<p>1. Copy of Certificate of incorporation (company)</p> <p>2. Copy of Certificate of registration (partnership firm and section 25 company)</p> <p>3. Registration under local municipal rules such as Shop &amp; Establishment Act – (for proprietorship )</p> <p>4. Copy of Service Tax Registration Certificate (for all)</p>



## 4.2 Technical Qualification Criteria

Bidders who meet the pre-qualifications/eligibility requirements would be considered as qualified to move to the next stage of Technical and Financial evaluations

### Technical Evaluation Criterion

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	<b>COMPANY PROFILE</b>		<b>20</b>	
1.	Average turnover from services related to developing documentaries/ training and education films during each of the last 3 financial years (Turnover in Rs Crores)	<p>Equal to more than 0.6 cores : 10 marks</p> <p>Between 0.6 &amp; 0.4 cores (including) : 6 marks</p> <p>Between 0.3 &amp; 0.4 cores: 3 marks</p>	10	<p>Certified Copies/ Extracts from the audited financial statements in cases where the data relating to specified activities (as per preceding column) are already reported separately and can be easily determined from the financial statements itself OR</p> <p>Certificate from the entity's statutory auditor in respect of the yearly sales and other data for the specified activities</p> <p><b>And</b></p> <p>certified / signed copies (complete set) of the entity's Income tax return, including Tax Audit Report u/s 44AB of the Income Tax Act, 1961 (last 03 years)</p>

S. No	Criteria	Requirements	Max Marks	Supporting Documents
2.	Full-time professional staff engaged in services related to developing documentaries/ training and education films (Number of Staff)	<p>Equal to more than 25: 5 marks</p> <p>Between 16 &amp; 25: 3 marks</p> <p>Between 10 &amp; 15: 1 marks</p> <p>Less than 10 : 0 marks</p>	5	A self certification from authorized signatory
3.	Geographical Presence of the Consulting organization	<p>&gt;3 offices: 5 marks</p> <p>2-3 offices : 3 marks</p> <p>1 office : 1 mark</p> <p>(client specific / project specific offices should not be mentioned)</p>	5	A self certification from authorized signatory
	<b>RELEVANT PAST EXPERIENCE</b>		<b>20</b>	
4.	Experience relevant to this engagement as listed below to be demonstrated in a maximum of 5 engagements that have either been completed or an ongoing project where a similar deliverable or milestone has been successfully achieved. The work order should	<p>Equal to or more than 5 projects : 20 marks</p> <p>4 Projects : 16 marks</p> <p>3 Projects : 12 marks</p>	20	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR</p>

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	<p>have been issued within the last 3 years, as on 09.04.2013</p> <p><i>The projects mentioned should be in training and education films / film based content development/awareness building films.</i></p>			Work Order + Phase Completion Certificate (for ongoing projects) from the client
	<b>APPROACH &amp; METHODOLOGY</b>		<b>35</b>	
5.	<p>Approach and Methodology to perform the work in this assignment :</p> <p>1) Understanding of the objectives of the assignment: The extent to which the bidders approach and work plan respond to the objectives indicated in the RFP</p> <p>2) Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Scope of</p>		10	A brief note

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	Work			
6.	Demonstration of understanding of the UIDAI's requirements	Assessment to be based on : -Learnings - Challenges likely to be encountered -Mitigation Proposed	20	A brief note
7.	Project work break down structure	Assessment to be based on :  – Overall Timelines  – Resource assignments (relevance to the task assigned)  – Dependencies	5	A brief note
	<b>RESOURCE PROFILE</b>		<b>20</b>	
8.	Resume of one resource(per role) as defined below proposed for the assignment  < a) Project lead i.e the team developing the Film based training content  b) Content team lead i.e. the team working on the e development of ILT etc.	[Marks to be awarded on the basis of the relevant experience of the proposed Staff.  (more than 15 years of experience) staff in the relevant area: Full marks,  10-14 years - 8 marks  6- 9 years -6 marks	20          10 marks for	CVs

S. No	Criteria	Requirements	Max Marks	Supporting Documents
		5 years- 4 marks  < 5 years-0 marks	each role)	
	<b>Maintenance &amp; support</b>		<b>5</b>	
9.	<p>Bidder should specify the annual maintenance and support plans which includes:</p> <p>1.Revisions to the films (including possible re-shoots of some portions) / module contents</p> <p>2. The proposed support plan</p>			A brief note

Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score at least 70 marks from the technical evaluation criteria would be considered technically qualified.

### 4.3 Commercial Bid Evaluation

- a. The financial bids of all the bidders who have qualified technically shall be opened.
- b. The bidder with lowest qualifying weighted commercial bid (L1) will be considered the most responsive bidder.
- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. The bid price will include all taxes and levies and shall be in Indian Rupees.
- e. Any conditional bid would be rejected
- f. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the

unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”

#### **4.4 Combined and Final Evaluation**

The financial bids of all the bidders who have qualified technically shall be opened.

b. The bidder with lowest qualifying weighted commercial bid (L1) will be considered the most responsive bidder.

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### **5. Appointment of Service Provider**

#### **5.1 Award Criteria**

UIDAI will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

#### **5.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)**

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

#### **5.3 Notification of Award**

Prior to the expiration of the validity period, UIDAI will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, UIDAI, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, UIDAI will notify each unsuccessful bidder and return their EMD.

#### **5.4 Performance Guarantee**

The UIDAI will require the selected bidder to provide a Performance Bank Guarantee, within 15 days from the Notification of award, for a value equivalent to 10% of the contract value.. The Performance Guarantee shall be kept valid till completion of the project and Warranty period or 1 year from the date of signing of the agreement whichever is later. The

Performance Guarantee shall contain a claim period of three months from the last date of validity. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project and Warranty period. In case the selected bidder fails to submit performance guarantee within the time stipulated, UIDAI at its discretion may cancel the order placed on the selected bidder without giving any notice. UIDAI shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the period or UIDAI incurs any loss due to Vendor's negligence in carrying out the project implementation as per the agreed terms & conditions.

## **5.5 Signing of Contract**

Post submission of Performance Guarantee by the successful bidder, UIDAI shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between UIDAI and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

## **5.6 Failure to Agree with the Terms and Conditions of the RFP**

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award and invocation of the PBG, in which event UIDAI may award the contract to the next best evaluated bidder or call for new proposals from the interested bidders.

In such a case, the UIDAI shall invoke the PBG of the most responsive bidder.

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# **6. Fraud and Corrupt Practices**

## **6.1 Fraud and Corrupt Practices**

- a. The Applicants/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, UIDAI shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, UIDAI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to UIDAI for, inter alia, time, cost and effort

of UIDAI, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

b. Without prejudice to the rights of UIDAI under Clause above and the rights and remedies which UIDAI may have under the LOI or the Agreement, if an Applicant or Service provider, as the case may be, is found by the UIDAI to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant or Service provider shall not be eligible to participate in any tender or RFP issued by UIDAI during a period of **one year** from the date such Applicant or Service provider, as the case may be, is found by UIDAI to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of UIDAI who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of UIDAI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical service provider / adviser of UIDAI in relation to any matter concerning the Project;

ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;



iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by UIDAI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

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## **7. Conflict of Interest**

### **7.1 Conflict of Interest**

a. An Applicant shall not have a conflict of interest that may affect the Selection Process (the “**Conflict of Interest**”)<sup>1[1]</sup>. Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, UIDAI shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Without prejudice to the rights of UIDAI under Clause above and the rights and remedies which UIDAI may have under the LOI or the Agreement, if an Applicant or Service provider, as the case may be, is found by the UIDAI to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Applicant shall not be eligible to participate in any tender or RFP issued by UIDAI during a period of **one year** from the date such Applicant, as the case may be, is found by UIDAI to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

for, *inter alia*, the time, cost and effort of UIDAI including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to UIDAI here under or otherwise.

b. UIDAI requires that service provider provides professional, objective, and impartial advice and at all times hold UIDAI's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The service provider shall not accept or engage in any assignment that would be in conflict with

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<sup>1[1]</sup> This section has been adapted from Model RFP for Selection of Financial and Transaction Advisors issued by Planning Commission, Government of India

its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of UIDAI.

c. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

i. the Bidder, or Associates (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest;

ii. such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or

iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each others information about, or to influence the Proposal of either or each of the other Bidder; or

iv. there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Service provider will depend on the circumstances of each case. While providing consultancy services to UIDAI for this particular assignment, the Service provider shall not take up any assignment that by its nature will result in conflict with the present assignment; or

v. A firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project<sup>2[2]</sup>;

d. An Bidder eventually appointed for this Project shall be disqualified from subsequently providing goods or services related to the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to consultancy services performed for UIDAI in continuation of this service or to any subsequent services performed for UIDAI where the conflict of interest situation does not arise.

e. In the event that the service provider, its Associates or affiliates are auditors or financial advisers to any of the Bidders (for System Integration or any other activity) for the Project, they shall make a disclosure to UIDAI as soon as any potential conflict comes to

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<sup>2[2]</sup> Given the federal structure of our Constitution and each State having its own separate entity; it is presumed that there is no conflict of interest if the Bidder takes up the Consulting assignment in one State and implementation assignment in another State. However this may be revisited in case the Scope of Work of the Consulting assignment (in one State) includes review of status reports or evaluation of any document/report/deliverable of the implementation assignment (in another State).

their notice but in no case later than 7 (seven) days from the receipt of such proposals and any breach of this obligation of disclosure shall be construed as Conflict of Interest. UIDAI shall, upon being notified by the service provider under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Service provider within a period not exceeding 15 (fifteen) days.

## **8. Scope of Work**

### **8.1 Scope of Work**

In this Section, Scope of work is detailed out as follows:

The AGENCY would be required to study the objective and mandate of UIDAI, the envisaged FI authentication process and conduct a comprehensive field study of the same through a consultative process with required stakeholders. The AGENCY is expected to study the end user's requirement of knowledge and skill to use, encourage and deploy the UID enabled authentication for their customers in the financial inclusion context.

**8.1.1** The following section outlines the areas of scope of work for the AGENCY, however is not limited to the points listed below. The scope is divided into 2 key activities as detailed below:

1. Research, conceptualize, design and produce training films to train the target audience on various aspects of Aadhaar enabled authentication in a variety of contexts and different platforms and other hardware equipments.
2. Design and create training modules around these films in same language(s) as the film(s) to support the target audience on field and enable them to achieve higher performance levels.

Detailed scope of work under each of these activities is given in the following section.

**Note:**

- 1) Activities listed above at sr. no. 1 and 2 are to be developed for each of the intended audience. The intended audience are:

- (a) The business correspondents of banks and financial institutions
  - (b) Any other public interfacing role of banks and other service providing agency that offers the service using Aadhaar authentication
  - (c) Officials of banks and other service providing agencies
  - (d) Master trainers of banks and such agencies
- 2) The agency is required to produce the films and film based modules, as and when needed, in a three phased manner
  - 3) Bidder may plan to start Phase-I and Phase-II not necessarily in a sequence, but may plan more resources to start both the phases parallel.
  - 4) All films and module content should be web compatible.

### **8.1.2 Producing Training Films**

#### **1. Pre-production research, concept & script**

Note: It is suggested that bidders should visit some stakeholder sites where actual financial inclusion work is being done and capture as is scenarios to get a better understanding of the current process and what needs to be done given the UID objectives. The UIDAI can facilitate a visit to the stakeholders if requested by the bidder.

- a) Understand the training needs of the learner populace
- b) Identify training audience categories and their profiles by spending time with them on the ground.
- c) Identify the learning challenges of the target audience, whether personal, work context related or systemic and lay down a strategy to respond to them.
- d) Delineate clear message / learning inputs to be given to the target audience and how they need to be imparted in a learner centric design and delivery.
- e) Based on above, develop a film concept that is best suited to deliver the message to the target audience. Following quality parameters may be kept in mind while designing the concept-
  - i. In the language the TA understands best
  - ii. Engaging and relatable film concept

- iii. Clear instructions and messaging interwoven with the film narrative so as not to be preaching, top-down and boring
  - iv. Entertaining so that the retention potential is high
- f) Get the concept validated by UIDAI and develop a detailed script with dialogues for the film, and get it approved / validated by UIDAI.

## **2. Film Production**

- a) Use established and emerging practices of film based training and educational design.
- b) Combine or use separate multimedia techniques, including animations and graphics to create an engaging experience for the learner
- c) Use actual locations and authentic set-ups as far as possible to make the film real, believable and plausible.
- d) Use good quality actors preferably from TV or theatre backgrounds for main characters so that they are convincing and effective in their roles and target audience can relate to them.
- e) If the bidder feels necessary, a story based narrative can also be used to make the film more entertaining and relatable for the target audience.
- f) Use high quality technicals like camera, sound equipment, lighting etc. to ensure good quality of visual output.
- g) Implement dubbing and translation initiatives, when required

## **3. Post Production**

- a) Professional editing and post production techniques may be used to enhance the quality of the output.
- b) The editing should be high quality to keep the film visually pacy and engaging.
- c) Voice-overs, wherever used should be high quality and keeping in mind the target audience profile, language and the overall all narrative tone of the film.

#### 4. Film Outputs

- a) The final film should be provided in any format like DVD, VCD, MPEG, and digibeta
- b) The film should be given in following forms
  - (i) The full film of around 30 mins
  - (ii) Abridged version of the film (about 7-8 mins) keeping the message of the film intact
  - (iii) Film as training module (chunks of the film interposed with ILT material)

The formats and quantity of the finally approved version required shall be as follows:

<b>S No</b>	<b>Format</b>	<b>Quantity (No.)</b>		
		<b>Full Film</b>	<b>Abridged version</b>	<b>Training module interspersed with Film</b>
1	DVD	30	30	30
2	VCD	02	02	
3	MPEG	02	02	
4	Digibeta	02	02	

#### 8.1.3. Training Content Development and delivery

##### 1. Module Language

- a) The script of the module and the language used in voice-overs (if any) may be similar as the one used for the film.
- b) The technical message needs to be translated using colloquial language so that it is understandable and relatable for the target audience without compromising on the correctness, details and the essence of the message itself.

##### 2. Integrated Design

- a) The module should seamlessly interface with the film and compliments it.
- b) The film messages should be detailed out and reinforced by the module.

##### 3. Pedagogy and Learning Tools

- a) Employ principles of adult learning and pedagogy towards meeting learning and performance objectives
- b) Use pedagogical design across cognitive, affective and psychomotor domains of learning. The module design should balance the right brain-left brain message / communication loadings most suited for the target audience profile.
- c) Suitably assess pedagogical requirements and propose an instructional design strategy using various and a combination of tools so as to ensure highest effectiveness of training delivery.
- d) Integration and usage of tools such as tests, quizzes (including question banks), situational response exercises, role-plays, etc. is duly suggested.

#### **4 Module Delivery**

The module design should be amenable to both instructor led training (ILT) and / or self paced learning (eLearning platforms) with few necessary changes using the same films.

#### **5. Training of Trainers**

The AGENCY should be able to design and deliver TTT programs (3 programs of 1 day each) to train the trainers on the effective delivery of modules and methodologies designed by the AGENCY, as stipulated by UID

#### **8.1.4 Revisions and Addendums**

The AGENCY shall make edit changes in films and modules as specified in phase I and phase II as per the requirement of UIDAI within 10 days after the submission of the first cut.

#### **8.2 Key resource requirements**

As per our understanding, in order to achieve the deliverables, the Agency should be able to deploy the following resources. The agency is supposed to share the details of one resource person for each role in the FORM TECH-6 and their CVs as per TECH 8 (the list is indicative and the number of resources in each role/other roles is for the agency to decide.)

Sr.No	Expert / Role
1	<b>Project Leader : Chief researcher, conceptualizer and designer</b> <i>(Provide a validated background context and necessary inputs for design and scripting. He will anchor field visits and interfaces with stakeholders and target audience)</i>
2	<b>Script Writer</b> <i>(write the film scripts)</i>
3	<b>Film Director</b> <i>(directs the whole film project along with a team of assistant directors)</i>
4	<b>Production Head or Creative Producer</b> <i>(anchors the production of the whole film project including actors, creatives, locations and logistics)</i>
5	<b>Module Designer</b> <i>(develops pedagogical and content design for the film based module so that the module can integrate seamlessly and compliments the film. Will co-ordinate instructional design for the module)</i>
6	<b>Lead Trainer</b> <i>(live tests the module and does train-the-trainer programs on the module, as needed, on nuances of using film based training methodology effectively)</i>

## 9. Deliverables & Timelines

### 9.1 Deliverables & Timelines



	<i>Phase</i>	<i>Milestone</i>	<i>Timelines</i>
1	<i>Phase I</i>	Date of Letter of Intent/Work order acceptance by service provider	20/01/2014
2	<i>Phase II</i>	Inception report detailing on the plan for the assignment, methodology, team structures, stakeholders to be consulted and activity timelines	27/01/2014
3	<i>Phase III</i>	Deliverable as per section 8.1.2	03/03/2014
4	<i>Phase IV</i>	Deliverables as per section 8.1.3	10/03/2014
4	<i>Phase V</i>	Deliverables as per section 8.1.4	24/03/2014

In case of approval of a particular phase, all previous approvals would be deemed to be granted.

Reports that are part of the assignment must be written in the following language(s):  
English

## **10. Payment Schedule**

### 10.1 Payment Schedule

<i>S. No.</i>	<i>Phase</i>	<i>Billable Fee (as % of Contract Value)</i>
1	<i>Phase I</i>	
2	<i>Phase II</i>	5%
3	<i>Phase III</i>	30%
4	<i>Phase IV</i>	40%
5	<i>Phase V</i>	25%

## **11. Support to be provided by UIDAI**

### **11.1 Support to be provided by**

UIDAI will provide the following support, post the award of the contract to the successful bidder:

1. *Provide understanding of As-is processes*
  2. *Provide the information on current training content already available*
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## **12. Change Request**

**NA**

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## **13. Downstream work**

### **13.1 Downstream work**

*NA*

## **14. Appendix I: Pre-Qualification & Technical Bid Templates**

### **14.1 General Information**

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Pre-Qualification / Technical Evaluation Criteria.

Pre-Qualification Bid & Technical Proposal shall comprise of following form:

### **Forms to be used in Pre-Qualification Proposal**

Form 1: Compliance Sheet for Pre-qualification Proposal

Form 2: Particulars of the Bidders

Form 3(format not required): The Demand Draft in favour of *PAO,UIDAI,New Delhi* and payable at Delhi from any of the nationalized Scheduled commercial Bank

### **Forms to be used in Technical Proposal**

Form 4: Compliance Sheet for Technical Proposal

Form 5: Letter of Proposal

Form 6: Proposed Approach & Methodology

Form 7: Proposed Work Schedule & Project Plan

Form 8: Deviations

Form 9: Team Composition and their Availability

Form 10: Curriculum Vitae (CV) of Key Personnel

Form 11: Deployment of Personnel

## **14.2 Form 1: Compliance Sheet for Pre-qualification Proposal**

### **Form 1: Compliance Sheet for Pre-qualification Proposal**

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

	Basic Requirement	Required	Provided	Reference & Page Number
1.	Document Fee	Demand Draft	Yes / No	
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No	
3	Particulars of the Bidders	As per Form 2	Yes / No	

	Basic Requirement	Required	Provided	Reference & Page Number
4	Earnest Money Deposit	Demand Draft	Yes / No	
5	Sales Turnover	Extracts from the audited Balance sheet and Profit & Loss; OR  Certificate from the statutory auditor	Yes / No	
6	Technical Capability	Completion Certificates from the client; OR  Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR  Work Order + Phase Completion Certificate from the client	Yes / No	
7	Certifications	NA		
8	Consortiums	No Consortiums	Confirmation that the bidder is bidding as a single entity	
9	Legal Entity	Copy of Certificate of incorporation (company)  2. Copy of Certificate of registration (partnership firm and section 25 company)  3. Registration under local municipal rules such as Shop & Establishment Act – (for proprietorship )	Yes / No	

	Basic Requirement	Required	Provided	Reference & Page Number
		4. Copy of Service Tax Registration Certificate (for all)		
10	Manpower Strength	Self Certification by the authorized signatory	Yes / No	
11	Blacklisting	NA		

### 14.3 Form 2: Particulars of the Bidders

Sl No.	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Date of registration	
E	ROC Reference No.	
F	Details of company registration	
G	Details of registration with appropriate authorities for service tax	
H	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

### 14.4 Form 3: NA

Demand Draft of Rs 50,000 (fifty Thousand only) in favour of *PAO, UIDAI, New Delhi* and payable at Delhi from any of the nationalized Scheduled commercial Bank

### 14.5 Form 4: Compliance Sheet for Technical Proposal

(The Technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Technical proposal)

	Specific Requirements	Documents Required	Compliance	Reference & Page Number
1.	Covering Letter for Technical Proposal	As per Form 5		
2.	Annual Sales Turnover <b>generated from services related to</b> developing documentaries/ training and education films during each of the last three financial years (as per the last published Balance sheets), (Turnover in Rs Crores)	<p>Certified Copies/ Extracts from the audited financial statements in cases where the data relating to specified activities (as per preceding column) are already reported separately and can be easily determined from the financial statements itself OR</p> <p>Certificate from the entity's statutory auditor in respect of the yearly sales and other data for the specified activities</p> <p><b>And</b></p> <p>certified / signed copies (complete set) of the entity's Income tax return, including Tax Audit Report u/s 44AB of the Income Tax Act, 1961 (last 03 years)</p>	Yes / No	
3.	Full-time professional staff engaged in consulting services (Number of Staff)	A self certification from authorized signatory	Yes / No	
4.	Experience relevant to this engagement as per pre-qualification criteria to be demonstrated in a maximum of engagements that have either been completed or an	<p>Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion</p>		

	Specific Requirements	Documents Required	Compliance	Reference & Page Number
	ongoing project where a similar deliverable or milestone has been successfully achieved.	(Certified by the Statutory Auditor); OR  Work Order + Phase Completion Certificate (for ongoing projects) from the client		
5.	Approach & Methodology, Understanding and work Plan (As per the requirements specified in Technical evaluation)	A note (as per Form 6 & 7)	Yes / No	
6.	Deviations (if any)	Form 8	Yes / No	
7.	Team Composition (As per requirement specified in Technical evaluation)	CV & a Note (Form 9, 10 and 11)	Yes / No	
8.	Maintenance and Support as per requirement specified in Technical evaluation)	A note	Yes / No	

All the Bidders are requested to mention the document reference number and Page number for each criterion.

## 14.6 Form 5: Letter of Proposal

To:

**Subject:** Submission of the Technical bid for

*Dear Sir/Madam,*

*We, the undersigned, offer to provide Services with reference to your Request for Proposal dated and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial bid sealed in a separate envelope.*

*We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.*

*We undertake, if our Proposal is accepted, to initiate the services related to the assignment not later than the date indicated in Fact Sheet.*

*We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document.*

*We understand you are not bound to accept any Proposal you receive.*

*Yours sincerely,*

*Authorized Signature (In full and initials):* \_\_\_\_\_

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

*Name of Firm:* \_\_\_\_\_

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

*Location:* \_\_\_\_\_ *Date:*  
\_\_\_\_\_

## **14.7 Form 6: Proposed Approach & Methodology**

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present Approach and Methodology divided into the following sections:

- a) Understanding of the project



- b) Potential initiatives given the priorities
  - c) Technical Approach and Methodology
- Technical Approach and Methodology.

You should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output.

You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

#### 14.8 Form 7: Proposed Work Schedule & Project Plan

In this section you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Purchaser), and delivery dates of the reports.

The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports to be delivered as final output, should be included here.

The above should be substantiated with the project plan, as per the following template. The project plan should be consistent with the Work Schedule.

No.	Activity <sup>1</sup>	Dependency	Calendar Months												
			1	2	3	4	5	6	7	8	9	10	11	12	n
1															
2															
3															
4															
N															

- 1 Indicate all main activities of the assignment and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

## 14.9 Form 8: Deviations

NA

## 14.10 Form 9: Team Composition and their Availability

Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical staff.

### Form 9.1: Team composition and Key Tasks

Name of Staff with Qualification and Experience	Area of Expertise	Position Assigned	Task Assigned	Time Committed for the Engagement

### Form 9.2: Information on Team Involvement in other Engagements

Name of Staff with Qualification and Experience	Current Assignments where the Resource CV had been presented in the proposal	End Date of the Assignment (as estimated on the date of submission of this bid)	% Time Commitment
Name of the Resource			

(Any information withheld / misrepresented, would establish the would establish the veracity and if found true may lead to rejection of the bid OR cancellation of the contract)

### 14.11 Form 10: Curriculum Vitae (CV) of Key Personnel

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1. **Proposed Position** [*only one candidate shall be nominated for each position Expert*]: \_\_\_\_\_

2. **Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_

3. **Name of Staff** [*Insert full name*]: \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_

6. **Total No. of years of experience:** \_\_\_\_\_

7. **Total No. of years with the firm:** \_\_\_\_\_  
\_\_\_\_\_

8. **Areas of expertise and no. of years of experience in this area (as required for the Profile - mandatory):** \_\_\_\_\_

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**9. Certifications and Trainings attended:** \_\_\_\_\_

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**10. Details of Involvement in Projects** *(only if involved in the same):* \_\_\_\_\_

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**11. Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:*

**12. Membership of Professional Associations:**

**13. Employment Record** *[Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From (Year):                      To (Year):

Purchaser:

Positions held: \_\_\_\_\_

14. Detailed Tasks Assigned	15. Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each)

<p><i>[List all tasks to be performed under this assignment]</i></p>	<p><i>(Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in the List of the key professional positions whose CV and experience would be evaluated)</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Purchaser: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Value of Project (approximate value or range value): _____</p> <p>Activities performed: _____</p>
--	--

#### 16. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date: \_\_\_\_\_

(Signature of staff member or authorized representative of the staff)

Day/Month/Year

Full name of Authorized Representative: \_\_\_\_\_

**14.12 Form 11: Deployment of Personnel**

No	Name of Staff	Deliverables Involved	Staff input in Months (in the form of a bar chart) <sup>2</sup>														Total Staff man-Months Proposed
			1	2	3	4	5	6	7	8	9	10	11	12	n	Total	
1																	
2																	
3																	
N																	
												Total					

1. Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category

2. Months are counted from the start of the assignment.

## **15. Appendix II : Commercial Proposal Templates**

### **15.1 Form 1: Covering Letter**

< Location, Date >

To:

< Name >

< Designation >

< Address >

< Phone Nos. >, < Fax Nos. >

< email id >

**Subject:** *Submission of the Financial bid for*

*Dear Sir/Madam,*

*We, the undersigned, offer to provide the consulting services for services in accordance with your Request for Proposal dated [Date] and our Proposal - Technical and Financial Proposals. Our attached Weighted Commercial bid is <<Value>>.*

*I understand that the payment would be made on the basis of actual Service tax rate prevalent during the time of payment.*

*Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., <<Date>>*

*We understand you are not bound to accept any Proposal you receive.*

*Yours sincerely,*

*Authorized Signature:*

*Name and Title of Signatory:*

*Name of Firm:*

*Address:*

## 15.2 Form 2: Commercial Bid Template

### Form 2: Summary of Costs

S.No	Category	Description	Cost (in INR)
1	X	Cost of developing the Film based training content and Taxes /Duties etc	
2	Y	Outputs as per the formats & quantity specified under 8.1.4 and Taxes/Duties	
3	Z	Translation of film based content in one regional language(L) and Taxes /Duties etc	
4	A	Revision of a block of 20% film based content and Taxes /Duties etc	
<b>Total of X,Y, Z and A</b>			

For the calculation of Weighted commercial bid the cost for items X, Y and Z and A(as mentioned in Form FIN-1) shall be given Weightage of 0.60, 0.10,0.10 and 0.20 respectively and the 4 values thus obtained shall be summed up.



**Weighted commercial Bid= 0.6X+0.1Y+0.1Z.+ 0.2A**

**Initially the successful bidder will be awarded the work mentioned under category X & Y.**

### **Appendix III: Performance Bank Guarantee**

#### **16.1 Performance Bank Guarantee Letter**

< Location, Date >

< Name >

< Designation >

< Address >

< Phone Nos. >

< Fax Nos. >

< email id >

Whereas, < < name of the supplier and address > > (hereinafter called “the applicant/supplier”) has undertaken, in pursuance of contract no. < < insert contract no. > > dated. < < insert date > > to provide consulting services for < < name of the assignment > > to < < Nodal Agency > > (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the applicant/supplier shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, < **Name of the Bank** > > a banking company incorporated and having its head /registered office at < < address of the registered office > > and having one of its

office at < < address of the local office > > have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of **Rs. < < Insert Value > > (Rupees < < insert value in words > > only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs. < < Insert Value > > (Rupees < < insert value in words > > only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the applicant/supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until < < *Insert Date* > >.

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs < < Insert Value > > (Rupees < < insert value in words > > only)**.
- II. This bank guarantee shall be valid up to < < *insert expiry date* > >.
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before < < *insert expiry date* > > failing which our liability under the guarantee will automatically cease.

---

## **17. Templates**

### **17.1 A: Template Contract Agreement for Deliverable based engagement**

Please refer **Annexure I** of this document for the draft Contract Agreement.

---

## 18. Contract Agreement

18.1 Annexure I

# ANNEXURE I

## Agreement Template for a Deliverable based Assignment

**THIS Agreement (“Agreement” or “Contract”)** is made on this the <\*\*\*> day of <\*\*\*> 20... at <\*\*\*>, India.

### BETWEEN

----- having its office at -----  
----- India hereinafter referred to as **Govt. Agency or Nodal Agency** or -----, which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

### AND

<\*\*\*>, a Company having its registered office at <\*\*\*> (hereinafter referred to as **Service provider or Service Provider** which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the Parties and individually as a Party.

### WHEREAS:

1. is desirous to implement the project
2. In furtherance of the same, undertook the selection of a suitable service provider through a competitive bidding process and in this regard issued Request for Proposal (RFP) dated <\*\*\*> .
3. The successful bidder has been selected as the Service provider on the basis of the bid response

**NOW THEREFORE**, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

## **1. Definitions and Interpretation**

### **1.1 Definitions**

In this Contract, except where the contrary intention is expressed, the following definitions are used:

Agreed Terms	clauses 1 to 30 of the Agreement which set out terms and conditions agreed by the parties.
Auxiliary Material	<p>any Material, other than Contract Material, which is made available by a party for the purpose of this Contract, on or following the Commencement Date, and includes:</p> <p>Third Party Material;</p> <p>any modifications that may be required under clause ii;</p> <p>error corrections or translations to that Material; or</p> <p>derivatives of that Material where such derivative work cannot be used without infringing the Intellectual Property Rights in the underlying Material.</p>
Business Day	<p>for receiving a notice under clause 29, a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the notice is received; and</p> <p>for all other purposes, any day that is not a Saturday or Sunday or a national public holiday throughout India promulgated in the official gazette.</p>

Business Hours	from 10.00am to 6.00pm on a Business Day at the place where the Services are to be provided, unless specified otherwise in item 5 of the Contract Details.
Change Order	the form set out in Schedule 6.
Commencement Date	the date on which this Contract commences, as specified in item 6 of the Contract Details.
Confidential Information	information that is by its nature confidential; and  is designated by a party as confidential and is described in Schedule 4 of this Contract; or  a party knows or ought to know is confidential,  but does not include:  information which is or becomes public knowledge other than by breach of the Contract or any other confidentiality obligation.
Contract	this agreement between the Client and the Service provider and includes its schedules and any attachments.
Contract Details	the details set out in Schedule 1.
Contract Material	any Material created by the Service provider on or following the Commencement Date, for the purpose of or as a result of performing its obligations under this Contract and includes any modifications that may be required under clause ii.
Contract Period	the Initial Contract Period plus any extension in accordance with clause 3.2
Service provider	the party specified in item 2 of the Contract Details and includes its subcontractors and Personnel.
Service provider Representative	the person identified in item 4 of the Contract Details.
Companies Act	the Companies Act 1956.
Client	the party specified in item 1 of the Contract Details.
Client Data	all data and information relating to the Client, and its operations, facilities, customers, Personnel, assets and programs (including personal information) in whatever form that information may exist and whether entered into, stored in, generated by or processed through software or equipment by or on behalf of the Client.
Client Material	any Auxiliary Material provided to the Service provider by the Client, including the Material (if any) specified in item 16 of the Contract Details.

Client Representative	the person identified in item 3 of the Contract Details.
Deliverable	any Contract Material or other item to be supplied by the Service provider under this Contract.
Documentation	the documentation to be provided by the Service provider under clause 7.
Harmful Code	any virus, disabling or malicious device or code, worm, Trojan, time bomb or other harmful or destructive code, but does not include any software lock or other technical mechanism that is included to manage the proper use of any software.
Initial Contract Period	the period of time for which this Contract is intended to continue, as specified in item 7 of the Contract Details.
Intellectual Property Rights	<p>all intellectual property rights, including but not limited to, the following rights:</p> <p>patents, copyright, rights in circuit layouts, designs, trade marks (including goodwill in those marks) and domain names;</p> <p>any application or right to apply for registration of any of the rights referred to in paragraph (a); and</p> <p>all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in India or elsewhere,</p> <p>whether or not such rights are registered or capable of being registered.</p>
Law	any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in India, whether made by Central Government or the State, Union Territory.
Losses	liabilities, expenses, losses, damages and costs (including but not limited to legal costs on a full indemnity basis, whether incurred by or awarded against a party).
Material	any software, firmware, documented methodology or process, documentation or other material in whatever form, including without limitation any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.
Milestone	any fixed date to be met by the Service provider in performing any of its obligations under this Contract, as specified in the Statement of Work.

Moral Rights	the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the Copyright Act.
Nominated Agency	an Agency, listed in item 10 of the Contract Details, which may require the provision of Services under this Contract.
Notice	a notice, demand, consent, approval or communication issued under this Contract.
Performance Criteria	the requirements set out in the Statement of Work for each Service and Deliverable.
Personnel	in relation to a party, any natural person who is an employee, officer, agent or professional adviser of that party or, in the case of the Service provider , of a subcontractor.
Project Directors	Project Directors appointed by each Party are authorized personnel who provide the interface between the executive management of the respective Parties.
Schedules	the schedules to this Contract.
Service Charges	the charges payable to the Service provider in accordance with Schedule 3.
Services	the consultancy services to be provided by the Service provider , as specified in the Statement of Work and includes the supply of the Deliverables.
Specified Personnel	the Service provider s subcontractors and Personnel specified in item 15 of the Contract Details.
Statement of Work	the details of the Services to be performed under this Contract, as set out in Schedule 2.
Third Party Material	Auxiliary Material in which a third party holds Intellectual Property Rights.
Warranted Materials	the Auxiliary Material provided by the Service provider , the Deliverables and Contract Material

## **1.2 Interpretation**

In this Contract, except where the contrary intention is expressed:

- a) the singular includes the plural and vice versa, and a gender includes other genders;
- b) another grammatical form of a defined word or expression has a corresponding meaning;

- c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract, and a reference to this Contract includes any schedule or annexure;
- d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- e) a reference to rupee or Indian rupees to the Indian currency;
- f) a reference to time is to the time in the place where the obligation is to be performed;
- g) a reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- i) if the Service provider is a trustee, the Service provider enters the Contract personally and in its capacity as trustee and warrants that it has the power to perform its obligations under this Contract;
- j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- k) a word or expression defined in the Companies Act has the meaning given to it in the Companies Act;
- l) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- m) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- n) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- o) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it;
- p) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- q) Headings are for ease of reference only and do not affect interpretation.

### **1.3 Completion of Schedules**

To the extent that the parties have not completed items in a Schedule, unless otherwise stated in the Schedule, that item will be taken to be not applicable for the purpose of this Contract.



## **2. Priority of Contract documents**

If there is inconsistency between any of the documents forming part of this Contract, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- a) Agreed Terms;
- b) Schedules;
- c) any attachments to the Schedules; and
- d) documents incorporated by reference in this Contract.
- e) RFP document and its corrigendum
- f) Proposal submitted by the bidder

## **3. Duration of Contract**

### **3.1 Initial Contract Period**

This Contract begins on the Commencement Date and continues for the duration of the Initial Contract Period unless terminated in accordance with clause 28.

### **3.2 Option to extend Contract Period**

- a) The Initial Contract Period may be extended by the Client for further period(s), specified in item 8 of the Contract Details (each an Option Period), on the terms and conditions then in effect, by giving written notice to the Service provider . Such notice must:
  - i. be at least 30 days; or
  - ii. such other period as specified in item 9 of the Contract Details (Option Notice Period), before the end of the current Contract Period.
- b) Any extension exercised takes effect from the end of the then current Contract Period.

## **4. Services to other Agencies :NA**

## **5. General obligations of the parties**

The parties will, at all times:

- a. act reasonably in performing their obligations and exercising their rights under this Contract;
- b. diligently perform their respective obligations under this Contract; and
- c. work together in a collaborative manner.

## **6. Provision of Services**

### **6.1 Service obligations**

The Service provider must supply the Services:

- i. with due skill and care and to the best of the Service provider's knowledge and experience;
- ii. in accordance with the Performance Criteria;
- iii. in accordance with relevant Indian industry standards, good industry practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines, including any specified in item 11 of the Contract Details;
- iv. using the Specified Personnel (if any);
- v. in accordance with all applicable Laws;
- vi. in accordance with any reasonable directions in relation to the Services given by the Client from time to time;
- vii. so as to meet the Milestones and other project plan requirements, and where no Milestones or project plan requirements are specified, promptly and without delay; and
- viii. otherwise in accordance with the provisions of this Contract.

### **6.2 Service provider warranties**

The Service provider represents and warrants that:

- i. it has the right to enter into this Contract;
- ii. it has all rights, title, licenses, interests and property necessary to lawfully perform the Services;
- iii. it and its subcontractors and Personnel, including its Specified Personnel, have the necessary experience, skill, knowledge and competence to perform the Services;
- iv. the Services will be complete, accurate and free from material faults; and
- v. it will not, nor will it suffer or permit any third party under its direction or control to negligently introduce into the Client's systems or any Deliverables any Harmful Code.

### **6.3 Access to Client's premises**

The Client will cooperate with the Service provider by providing access to its premises and facilities as reasonably necessary to enable the Service provider to provide the Services.

#### **6.4 Conduct at Client's premises**

The Service provider must, if using or accessing the Client's premises or facilities, comply with all reasonable directions and procedures relating to occupational health and safety and security in operation at those premises or facilities whether specifically drawn to the attention of the Service provider or as might reasonably be inferred from the circumstances.

#### **6.5 Subcontracting**

The Service provider will:

- i. not subcontract any aspect of the provision of the Services other than to those entities set out in item 12 of the Contract Details without the prior written approval of the Client, which will not be unreasonably withheld; and
- ii. ensure that any subcontractor approved under this Contract complies with:

Clause 20 (Confidentiality and privacy);

Clause 21 (Protection of personal information);

Clause 22 (Conflict of interest);

Clause 23 (Security);

Clause 25.2 (Access by Client); and

Clause 28.7 (Knowledge transfer).

### **7. Documentation**

**7.1 Provision of Documentation:** The Service provider must give the Client the Documentation specified in the Statement of Work in the format and at the times specified in the Statement of Work.

#### **7.2 Documentation requirements**

The Documentation must at the time of delivery:

- i. be current and accurate;
- ii. Adequately explain key terms and symbols; and
- iii. Unless specified otherwise in item 13 of the Contract Details, be in English.

## **8. Varying the Services**

### **8.1 Variations proposed by Client**

If the Client wants to vary the Services:

- a) the Client must request the Service provider in writing setting out the proposed variations;
- b) within 14 days after receiving the Client's request or within another period agreed by the parties, the Service provider must respond in writing to the Client specifying what impact those variations will have on: the Service Charges, the Services or Deliverables, including any particular Deliverable; the Service provider's ability to perform its obligations under this Contract (including its ability to meet Milestones); and this Contract; and
- c) Within 14 days after receiving the Service provider's response, or within another period agreed by the parties, the Client must give the Service provider a written notice accepting or rejecting the response.

### **8.2 Variations proposed by Service provider**

If the Service provider wants to vary the Services:

- a) the Service provider must request the Client in writing setting out the proposed variations and specifying what impact those variations will have on: the Service Charges, the Services or Deliverables, including any particular Deliverable; the Service provider's ability to perform its obligations under this Contract (including its ability to meet Milestones); and this Contract; and
- b) within 14 days after receiving the request or within another period agreed by the parties, the Client must give the Service provider a written notice accepting or rejecting the Service provider's request.

### **8.3 Changes to Service Charges**

Changes to Service Charges associated with a variation in the Services must:

- a) not exceed any reasonable additional cost; and

- b) take fully into account any reduction in cost.

#### **8.4 Effective date of variation**

Any variation in the Services takes effect from the date on which the parties execute a Change Order. This Contract will be amended to give effect to the Change Order.

### **9. Co-operation with Personnel and contractors**

The Service provider must in the performance of the Services under the Contract:

- a. fully co-operate with the Client's Personnel and other contractors; and
- b. use its best efforts to coordinate its activities so as to support and facilitate, in the Client's best interests, the timely and efficient completion of all work and other activities to be performed for the Client by any person.

### **10. Monitoring progress**

#### **10.1 Progress meetings :**

The parties will meet at the times set out in the Statement of Work (or otherwise as agreed in writing between the parties) to discuss any issues in relation to the provision of the Services. The Service provider must ensure that the Service provider Representative and the Client must ensure the Client Representative is reasonably available to attend such meetings and answer any queries relating to the provision of the Services raised by either party.

#### **10.2 Reporting**

The Service provider must provide the Client with reports in accordance with the Statement of Work.

### **11. Performance assessment**

#### **11.1 Assessment of Services**

Each element of the Services is subject to assessment by the Client against the relevant Performance Criteria.

## **11.2 Notice of non-compliant Services**

a. If the Client considers that all or part of the Services does not meet the Performance Criteria, the Client must notify the Service provider within 15 Business Days of assessing the Services against the Performance Criteria.

## **11.3 Rectification of non-compliant Services**

If the Client notifies the Service provider that all or part of the Services do not meet the Performance Criteria, the Service provider must:

- i. take all necessary steps to ensure that the Services are promptly corrected;
- ii. give notice to the Client when the Services have been corrected; and
- iii. Allow the Client to repeat the assessment of all or part of the Services against the Performance Criteria, within five Business Days after the date of the notice or such other time as agreed between the parties in writing.

## **11.4 Right to terminate**

If any parts of the Services do not meet the Performance Criteria on two or more occasions, the Client may (in addition to its other remedies) terminate the Contract immediately under clause 28 by giving the Service provider written notice.

# **12. Personnel**

## **12.1 Use of Specified Personnel**

The Service provider must:

- i. provide the Services or any part of the Services to which their particular experience relates, with the active involvement of, and using the skill of the Specified Personnel; and
- ii. ensure that each of the Specified Personnel is aware of and complies with the Service provider's obligations in providing the Services.

## **12.2 If the Specified Personnel are not available**

Where one or more of the Specified Personnel is or will become unable or unwilling to be involved in providing the Services, the Service provider must notify the Client immediately. The Service provider must:

- i. if requested by the Client, provide a replacement person of suitable ability and qualifications at no additional charge and at the earliest opportunity; and

ii. Obtain the Client's written consent prior to appointing any such replacement person. The Client's consent will not be unreasonably withheld.

### **12.3 Client may request replacement of Personnel**

The Client may at any time request the Service provider to remove from work in respect of this Contract any of the Specified Personnel or the Service provider's Personnel. The Service provider must promptly arrange for the removal of Personnel and their replacement in accordance with the process outlined in clause 12.2.

## **13. Intellectual Property Rights**

### **13.1 Auxiliary Material**

This clause 13 does not affect the ownership of the Intellectual Property Rights in any Auxiliary Material.

### **13.2 Third Party Material**

The Service provider must obtain all necessary copyright and other Intellectual Property Right permissions before making any Third Party Material available as Auxiliary Material for the purpose of this Contract.

### **13.3 Selecting an ownership model for Intellectual Property Rights in Contract Material**

The Client owns the Intellectual Property Rights in the Contract Material.

### **13.4 Client ownership of Intellectual Property Rights in Contract Material**

- i. All Intellectual Property Rights in the Contract Material vest in the Client.
- ii. Unless otherwise specified in item 17 of the Contract Details, to the extent that: the Client needs to use any of the Auxiliary Material provided by the Service provider to receive the full benefit of the Services (including the Contract Material), the Service provider grants to, or must obtain for, the Client for the period specified in item 17 of the Contract Details, a world-wide, royalty free, non-exclusive license (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Auxiliary Material; the Service provider needs to use any of the:
  - iii. Client Material; or Contract Material, for the purpose of performing its obligations under this Contract, the Client grants to the Service provider, subject to any conditions or

restrictions specified in item 18 of the Contract Details and any direction by the Client, a world-wide, royalty-free, non-exclusive, non-transferable license (including the right to sublicense) to use, reproduce, adapt, modify, distribute and communicate such Material solely for the purpose of providing the Services.

iv. The license granted to the Client under clause ii does not include a right to exploit the Auxiliary Material for the Client's commercial purposes.

### **13.5 Service provider ownership of Intellectual Property Rights in Contract Material**

NA

### **13.5 IPR Warranty**

The Service provider warrants that:

- i. the Warranted Materials and the Client's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
- ii. it has the necessary rights to vest the Intellectual Property Rights and grant the licenses as provided in this clause 13.

### **13.6 Remedy for breach of warranty**

If someone claims, or the Client reasonably believes that someone is likely to claim, that all or part of the Warranted Materials infringe their Intellectual Property Rights the Service provider must, in addition to the indemnity under clause 17 and to any other rights that the Client may have against it, promptly, at the Service provider's expense:

- i. use its best efforts to secure the rights for the Client to continue to use the affected Warranted Materials free of any claim or liability for infringement; or
- ii. replace or modify the affected Warranted Materials so that the Warranted Materials or the use of them does not infringe the Intellectual Property Rights of any other person without any degradation of the performance or quality of the affected Warranted Materials.

## **14. Moral Rights**

### **14.1 Obtaining consents**

To the extent permitted by applicable Laws and for the benefit of the Client, the Service provider must:

- i. give, where the Service provider is an individual; and



ii. use its best endeavours to ensure that each of the Personnel used by the Service provider in the production or creation of the Contract Material gives, genuine consent in writing, in a form acceptable to the Client, to the use of the Contract Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.

## **14.2 Specified Acts**

In this clause, unless otherwise specified in item 20 of the Contract Details, Specified Acts means:

- i. falsely attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the Copyright Act, 1957);
- ii. materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- iii. reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and
- iv. adding any additional content or information to the Contract Material.

## **15. Payment**

### **15.1 Obligation to pay charges**

Subject to this clause and the Services meeting the Performance Criteria, the Client must pay to the Service provider the Service Charges as set out in Schedule 3.

### **15.2 Service provider to provide invoice**

The Service provider must provide a correctly rendered invoice to the Client for the Service Charges in accordance with the requirements specified in Schedule 3.

### **15.3 Due date for payment**

It will be as per Schedule 3.

### **15.4 Incorrect invoices, under/over payment**

If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Service provider, as the case may be,

and, without limiting recourse to other available means, may be offset against any amount subsequently due by the Client to the Service provider under this Contract.

### **15.5 Expenses**

Unless specified otherwise in Schedule 3, the Service provider must not charge the Client for any fees, charges or expenses (including travel and accommodation, document reproduction, transportation and courier charges, and telecommunications charges) in addition to the Service Charges. The Client is under no obligation to pay any amount in excess of the Service Charges.

## **16. Taxes**

**16.1** UIDAI shall be responsible for withholding taxes from the amounts due and payable to the Service provider wherever applicable. The Service provider shall pay for all other taxes in connection with this Agreement required to be undertaken as a part of this Agreement, including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties.

**16.2** UIDAI shall provide Service provider with the original tax receipt of any withholding taxes paid by or its nominated agencies on payments under this Agreement. The Service provider agrees to reimburse and hold UIDAI harmless from any deficiency including penalties and interest relating to taxes that are its responsibility under this paragraph. For purposes of this Agreement, taxes shall include taxes incurred on transactions between UIDAI, and the Service provider.

**16.3** If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the Service providers for providing the services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expense otherwise payable to the service provider under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the contract price specified in the Contract. However, in case of any new or fresh tax or levy imposed after submission of the proposal the Service provider shall be entitled to reimbursement on submission of proof of payment of such tax or levy.

**16.4** The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible.

## 17. Indemnity

**17.1 Subject to Clause 17.2** below, **Service provider** (the "Indemnifying Party") undertakes to indemnify (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence or willful default in performance or non-performance under this Agreement. If the Indemnified Party promptly notifies Indemnifying Party in writing of a third party claim against Indemnified Party that any Service provided by the Indemnifying Party infringes a copyright, trade secret or Indian patents of any third party, Indemnifying Party will defend such claim at its expense and will pay any costs or damages that may be finally awarded against Indemnified Party.

**17.2** The indemnities set out in **Clause 17.1** shall be subject to the following conditions:

- (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
- (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
- (iii) if the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
- (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
- (v) all settlements of claims subject to indemnification under this Clause will:
  - a. be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional

release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and

- b. include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
- (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
- (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and
- (ix) if a Party makes a claim under the indemnity set out under Clause 17.1 above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

## **18. Liability**

18.1 The liability of Service provider (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this. The liability cap given under this Clause 18.1 shall not be applicable to the indemnification obligations set out in Clause 17.

18.2 In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) even if it has been advised of their possible existence.

18.3 The allocations of liability in this clause 18 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

## **19. Insurance (Optional) :NA**

## **20. Confidentiality and privacy**

### **20.1 Confidential Information not to be disclosed**

- i. Subject to clause 0, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.
- ii. In giving written consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.

### **20.2 Written undertakings**

- i. A party may at any time require the other party to arrange for: its Advisers; or any other third party, other than a Client's employee, to whom information may be disclosed pursuant to clause i or v, to give a written undertaking in the form set out in 0 or, where 0 does not include a form of undertaking, in the form of a deed reasonably acceptable to the other party and relating to the use and non-disclosure of the other party's Confidential Information.
- ii. If the other party receives a request under clause i, it must promptly arrange for all such undertakings to be given.

### **20.3 Exceptions to obligations**

The obligations on the parties under this clause 20 will not be taken to have been breached to the extent that Confidential Information:

- i. is disclosed by a party to its Advisers or employees solely in order to comply with obligations, or to exercise rights, under this Contract;
- ii. is disclosed to a party's internal management personnel, solely to enable effective management or auditing of Contract related activities;
- iii. is disclosed by the Client;

- iv. is disclosed by the Client, in response to a request by a House or a Committee of the Parliament/Assembly;
- v. is shared by the Client within the Client's organisation, or with another Agency, where this serves the country's legitimate interests;
- vi. is authorised or required by law, including under this Contract, under a licence or otherwise, to be disclosed; or
- vii. is in the public domain otherwise than due to a breach of this clause 20.

#### **20.4 Obligations on disclosure**

Where a party discloses Confidential Information to another person:

- i. pursuant to clauses i, ii or v, the disclosing party must: notify the receiving person that the information is Confidential Information; and not provide the information unless the receiving person agrees to keep the information confidential; or
- ii. pursuant to clauses iii and iv, the disclosing party must notify the receiving party that the information is Confidential Information.

#### **20.5 Additional confidential information**

i. The parties may agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of this Contract.

ii. Where the parties agree in writing after the date of this Contract that certain additional information is to constitute Confidential Information for the purposes of the Contract, this documentation is incorporated into, and becomes part of this Contract, on the date by which both parties have signed this documentation.

#### **20.6 Period of confidentiality**

The obligations under this clause 20 continue, notwithstanding the expiry or termination of this Contract:

- i. in relation to an item of information described in Schedule 4, for the period set out in that Schedule in respect of that item; and
- ii. in relation to any information which the parties agree in writing after the date of this Contract is to constitute Confidential Information for the purposes of this Contract, for the period agreed by the parties in writing in respect of that information.

## 21. Protection of personal information

### 21.1 Application of the clause

This clause applies only where the Service provider deals with personal information when, and for the purpose of, providing Services under this Contract.

### 21.2 Obligations

The Service provider acknowledges that it will use or disclose personal information obtained during the course of providing Services under this Contract, only for the purposes of this Contract.

### 21.3 Subcontracts: NA

## 22. Conflict of interest

### Warranty that there is no conflict of interest

The Service provider warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Contract no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract.

a. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the UIDAI shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the for, *inter alia*, the time, cost and effort of the including consideration of such Applicant s Proposal, without prejudice to any other right or remedy that may be available to the hereunder or otherwise.

b. UIDAI requires that the Service provider provides professional, objective, and impartial advice and at all times hold the s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Service provider shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the .

c. Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Section 2.4.10]. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

i. the Applicant, its consortium member (the “**Member**”) or Associates (or any constituent thereof) and any other Applicant, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; *provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof.* For the purposes of this Clause , indirect shareholding held through one or more intermediate persons shall be computed as follows:

- where any intermediary s controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to Sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on
- a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such Applicant is also a constituent of another Applicant; or

iii. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or

iv. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

v. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each others information about, or to influence the Application of either or each of the other Applicant; or

vi. there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having



common controlling shareholders. The duties of the Service provider will depend on the circumstances of each case. While providing consultancy services to the for this particular assignment, the Service provider shall not take up any assignment that by its nature will result in conflict with the present assignment; or

vii. A firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

d. An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of <12 months> from the completion of this assignment; provided further that this restriction shall not apply to consultancy/ advisory services performed for the in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the in accordance with the rules of the .

### **Notification of a conflict of interest**

e. In the event that the Service provider , its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The shall, upon being notified by the Service provider under this Clause, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Service provider within a period not exceeding 15 (fifteen) days.

## **23. Security: NA**

## **24. Books and records**

### **24.1 Service provider to keep books and records**

The Service provider must:

- i. keep and require its subcontractors to keep adequate books and records, in accordance with Indian Accounting Standards, in sufficient detail to enable the amounts payable by the Client under this Contract to be determined; and
- ii. retain and require its subcontractors to retain books and records as mandated by law and the same would be made available to the Client and will terminate upon expiry / termination of this Agreement

## **24.2 Costs**

The Service provider must bear its own costs of complying with this clause.

## **25. Audit and access**

### **25.1 Right to conduct audits**

The Client or a representative may conduct audits relevant to the performance of the Service provider's obligations under this Contract. Audits may be conducted of:

- i. the Service provider's operational practices and procedures as they relate to this Contract, including security procedures;
- ii. the accuracy of the Service provider's invoices and reports in relation to the provision of the Services under this Contract;
- iii. the Service provider's compliance with its confidentiality, privacy and security obligations under this Contract;
- iv. material (including books and records) in the possession of the Service provider relevant to the Services or Contract; and
- v. any other matters determined by the Client to be relevant to the Services or Contract.

### **25.2 Access by Client**

- i. The Client may, at reasonable times and on giving reasonable notice to the Service provider : access the premises of the Service provider to the extent relevant to the performance of this Contract; require the provision by the Service provider, its employees, agents or subcontractors, of records and information in a data format and storage medium accessible by the Client by use of the Client's existing computer hardware and software; inspect and copy documentation, books and records, however stored, in the custody or under the control of the Service provider, its employees, agents or subcontractors; and require assistance in respect of any inquiry into or concerning the Services or this Contract. For these purposes an inquiry includes any administrative or statutory review, audit or inquiry (whether within or external to the Department), any request for information directed to the Client, and any inquiry conducted by Parliament or any Parliamentary committee.

ii. The Service provider must provide access to its computer hardware and software to the extent necessary for the Client to exercise its rights under this clause, and provide the Client with any reasonable assistance requested by the Client to use that hardware and software provided that any proprietary information including confidential information like profit margins, overheads and other such confidential information about its employees, sub-contractors, organization would not be made available.

### **25.3 Conduct of audit and access**

The Client must use reasonable endeavours to ensure that:

- i. audits performed pursuant to clause 25; and
- ii. the exercise of the general rights granted by clause 25.1 by the Client, do not unreasonably delay or disrupt in any material respect the Service provider's performance of its obligations under the Contract.

### **25.4 Costs**

- i. Except as set out in clause ii, each party must bear its own costs of any reviews and/or audits.
- ii. If the Service provider is able to substantiate that it has incurred direct expenses in the Client's exercise of the rights granted under clause 25.1 which, having regard to the value of this Contract, are substantial, the Client and the Service provider will negotiate an appropriate reimbursement. Any reimbursement must not be greater than the direct expenses incurred and substantiated.

### **25.5 Comptroller and Auditor-General of India**

The rights of the Client under clause i to v apply equally to the Comptroller and Auditor-General of India or a delegate, for the purpose of performing the statutory functions or powers.

### **25.6 Service provider to comply with Comptroller and Auditor-General of India's requirements**

The Service provider must do all things necessary to comply with the Comptroller and Auditor-General of India's or his or her delegate's requirements, provided such requirements are legally enforceable and within the power of the Comptroller and Auditor-General of India, or his or her respective delegate.

### **25.7 No reduction in responsibility**

The requirement for, and participation in, audits does not in any way reduce the Service provider's responsibility to perform its obligations in accordance with the Contract.

## **25.8 Subcontractor requirements**

The Service provider must ensure that any subcontract entered into for the purpose of this Contract contains an equivalent clause granting the rights specified in this clause.

## **25.9 No restriction**

Nothing in this Contract reduces limits or restricts in any way any function, power, right or entitlement of the Comptroller and Auditor-General of India or a delegate. The rights of the Client under this Contract are in addition to any other power, right or entitlement of the Comptroller and Auditor-General of India or a delegate.

## **25.10 Survival**

This clause applies for the Contract Period or till the termination or expiry of this Contract.

# **26. Unforeseen events**

## **26.1 Occurrence of unforeseen event**

A party (Affected Party) is excused from performing its obligations under this Contract to the extent it is prevented by circumstances beyond its reasonable control (other than lack of funds for any reason or any strike, lockout and labour disputes in respect of the Service provider only), including but not limited to acts of God, natural disasters, acts of war, riots and strikes outside that party's organization.

## **26.2 Notice of unforeseen event**

When the circumstances described above arise or are reasonably perceived by the Affected Party as an imminent possibility, the Affected Party must give notice of those circumstances to the other party as soon as possible, identifying the effect they will have on its performance. An Affected Party must make all reasonable efforts to minimize the effects of such circumstances on the performance of this Contract.

## **26.3 Termination**

If non-performance or diminished performance by the Affected Party due to the circumstances mentioned above continues for a period of more than 30 consecutive days or other period as specified in item 25 of the Contract Details, the other party may terminate the Contract immediately by giving the Affected Party written notice.

## **26.4 Consequences of termination**

If this Contract is terminated :

- i. each party will bear its own costs and neither party will incur further liability to the other; and
- ii. where the Service provider is the Affected Party, it will be entitled to payment for Services Accepted or work performed prior to the date of intervention of the circumstances described above.

## **27. Dispute Resolution**

### **27.1 Amicable Settlement**

Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract 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 8.2 shall become applicable.

### **27.2 Arbitration**

- (a) In the case of dispute arising upon or in relation to or in connection with the contract between the UIDAI and selected bidder, 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 UIDAI and the selected bidder, 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 Law Secretary, Deptt of legal affairs, Ministry of Law and Justice, Government of India. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

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 UIDAI and the selected bidder. 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.

## **28. Termination**

### **28.1 Termination and reduction for convenience**

- i. The Client may, at any time, by a prior written notice of 60 days, terminate this Contract or reduce the scope of the Services, including for a machinery of government change.
- ii. On receipt of a notice of termination or reduction the Service provider must stop work as specified in the notice; take all available steps to minimize loss resulting from that termination and to protect Client Material and Contract Material; and continue work on any part of the Services not affected by the notice.
- iii. If this Contract is terminated, the Client is liable only for: payments under clause 15 for Services rendered before the effective date of termination; and reasonable costs incurred by the Service provider and directly attributable to the termination.
- iv. If the scope of the Services is reduced, the Client's liability to pay the Service Charges or to provide Client Material abates in accordance with the reduction in the Services.
- v. The Client is not liable to pay compensation under clause iii in an amount which would, in addition to any amounts paid or due, or becoming due, to the Service provider under this Contract, exceed the total Service Charges payable under this Contract.
- vi. The Service provider is not entitled to compensation for loss of prospective profits.

### **28.2 Termination by the Client for default**

a. Without limiting any other rights or remedies the Client may have against the Service provider arising out of or in connection with this Contract, the Client may terminate this Contract effective immediately by giving written notice to the Service provider if: the Service provider breaches a material provision of this Contract where that breach is not capable of remedy; the Service provider breaches any provision of this Contract and fails to remedy the breach within 30 days after receiving notice requiring it to do so

b. following constitutes (but not limited to) a breach of a material provision:

- breach of warranty under clause 6.2 (Service provider warranties);
- a failure to comply with clause 12 (Personnel);
- a failure to comply with clause 13 (Intellectual Property Rights);
- a failure to comply with clause 19 (Insurance);
- a failure to comply with clause 20 (Confidentiality and privacy);

a failure to comply with clause 21 (Protection of personal information); or  
a failure to notify the Client of a conflict of interest under clause 22 (Conflict of interest).

c. The client can terminate the contract under the scenarios mentioned below. The Service provider must notify the Client immediately if any of these situations arise:

the Service provider being a corporation, there is any change in the direct or indirect beneficial ownership or control of the Service provider ;

the Service provider disposes of the whole or any part of its assets, operations or business other than in the ordinary course of business;

the Service provider ceases to carry on business;

the Service provider ceases to be able to pay its debts as they become due;

the Service provider being a company enters into liquidation or has a controller or liquidator or administrator appointed;

the Service provider being a natural person is declared bankrupt or assigns his or her estate for the benefit of creditors; or

where the Service provider is a partnership, any step is taken to dissolve that partnership.

In this clause, controller and administrator have the same meanings as in the Companies Act.

### **28.3 Termination by the Service provider for default**

NA

### **28.4 After termination**

On termination of this Contract the Service provider must:

- i. stop work on the Services;
- ii. deal with Client Material as reasonably directed by the Client; and
- iii. return all the Client's Confidential Information to the Client.

### **28.5 Survival**

The following clauses survive the termination and expiry of this Contract:

- i. Clause 13 (Intellectual Property);
- ii. Clause 17 (Indemnity);
- iii. Clause 19 (Insurance);
- iv. Clause 20 (Confidentiality and privacy);
- v. Clause 21 (Protection of personal information);
- vi. Clause 23 (Security);
- vii. Clause 25 (Audit and access); and
- viii. Clause 28.7 (Knowledge transfer).

## **28.6 Termination does not affect accrued rights**

Termination of this Contract does not affect any accrued rights or remedies of a party.

## **28.7 Knowledge transfer**

Subject to any qualification or provision to the contrary in the Statement of Work, the Service provider must provide the following assistance to the Client on termination or expiration of this Contract:

- i. transferring or providing access to the Client to all information stored by whatever means held by the Service provider or under the control of the Service provider in connection with this Contract; and
- ii. making Specified Personnel and Service provider Personnel available for discussions with the Client as may be required. The time, length and subject of these discussions will be at the sole discretion of the Client, provided that any matter discussed is not considered to reveal any Commercial-in-Confidence information of the Service provider .

## **29. Notices and other communications**

### **29.1 Service of notices**

A Notice must be:

- i. in writing, in English and signed by a person duly authorized by the sender; and



ii. hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in item 26 of the Contract Details, as varied by any Notice given by the recipient to the sender.

### **29.2 Effective on receipt**

A Notice given in accordance with clause 29 takes effect when it is taken to be received (or at a later time specified in it), and is taken to be received:

- i. if hand delivered, on delivery;
- ii. if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside India);
- iii. if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice, but if the delivery, receipt or transmission is not on a Business Day or is after 6.00pm on a Business Day, the Notice is taken to be received at 10.00am on the next Business Day.

## **30. Miscellaneous**

### **30.1 Varying the Contract**

This Contract may be varied only in writing signed by each party.

### **30.2 Approvals and consents**

Except where this Contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Contract.

### **30.3 Assignment and Novation**

A party may only assign its rights or novate its rights and obligations under this Contract with the prior written consent of the other party.

### **30.4 Costs**

Each party must pay its own costs of negotiating, preparing and executing this Contract.

### **30.5 Counterparts**

This Contract may be executed in counterparts. All executed counterparts constitute one document.

### **30.6 No merger**

The rights and obligations of the parties under this Contract do not merge on completion of any transaction contemplated by this Contract.

### **30.7 Entire agreement**

This Contract constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

### **30.8 Further action**

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Contract and any transaction contemplated by it.

### **30.9 Severability**

A term or part of a term of this Contract that is illegal or unenforceable may be severed from this Contract and the remaining terms or parts of the terms of this Contract continue in force.

### **30.10 Waiver**

Waiver of any provision of or right under this Contract:

- i. must be in writing signed by the party entitled to the benefit of that provision or right; and
- ii. is effective only to the extent set out in any written waiver.

### **30.11 Relationship**

- i. The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.

ii. This Contract does not create a relationship of employment, agency or partnership between the parties.

### **30.12 Announcements**

i. The Service provider must, before making a public announcement in connection with this Contract or any transaction contemplated by it, obtain the Client's agreement to the announcement, except if required by law or a regulatory body (including a relevant stock exchange).

ii. If the Service provider is required by law or a regulatory body to make a public announcement in connection with this Contract or any transaction contemplated by this Contract the Service provider must, to the extent practicable, first consult with and take into account the reasonable requirements of the Client.

iii. Where reasonably practicable, the Client must, on or before making a public announcement in connection with this Contract or any transaction contemplated by it, provide notice to the Service provider of the general nature of the announcement. For the avoidance of doubt, the Client does not require the consent of the Service provider to the making of the announcement.

### **30.13 Governing law and jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to conflict of law rules. The parties expressly agree to exclude the application of the U.N. Convention on Contracts for the International Sale of Goods (1980) to this Agreement and the performance of the parties contemplated under this Agreement, to the extent that such convention might otherwise be applicable.

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the jurisdiction specified in Item 27 of the Contract Details.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of the Service provider  
by:

For and on behalf of the Buyer by:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

(Fax No.)

(Fax No.)

In the presence of:

1.

2.

**Schedule 1 – Contract Details**

<b>Item number</b>	<b>Description</b>	<b>Clause Reference</b>	<b>Details</b>
1.	<b>Client details</b>	<b>1.1</b>	<i>[insert name of Client]</i>  <i>[insert street address]</i>  <i>[insert contact details]</i>
2.	<b>Service provider details</b>	<b>1.1</b>	<i>[insert name of Service provider ]</i>  <i>[insert street address]</i>  <i>[insert contact details]</i>
3.	<b>Client Representative</b>	<b>1.1</b>	<i>[insert position and/or name of the Client s representative]</i>
4.	<b>Service provider Representative</b>	<b>1.1</b>	<i>[insert position and/or name of Service provider s representative]</i>
5.	<b>Business Hours</b>	<b>1.1</b>	NA
6.	<b>Commencement Date</b>	<b>1.1</b>	<i>[insert date Contract is to commence eg, dd/mm/yy]</i>
7.	<b>Initial Contract Period</b>	<b>1.1</b>	<i>[insert the initial period of time for which the Contract will continue, eg 1 years]</i>
8.	<b>Option Period</b>	<b>3.2</b>	1 year
9.	<b>Option Notice Period</b>	<b>3.2</b>	NA
10.	<b>Nominated Agency</b>	<b>1.1 and 4</b>	NA
11.	<b>Relevant Industry Standards</b>	<b>6.1 (iii)</b>	NA
12.	<b>Subcontractors</b>	<b>6.5</b>	NA
13.	<b>Language of Documentation</b>	<b>7.2</b>	NA
14.	<b>Period for notification</b>	<b>11.2</b>	15 days
15.	<b>Specified Personnel</b>	<b>12</b>	<i>[Insert names and positions of Specified Personnel. ]</i>
16.	<b>Intellectual Property Rights – Ownership of Contract Material</b>	<b>13</b>	<i>[Refer to clause 13for further information]</i>  <input type="checkbox"/> clause 13 (Client Ownership of and licence to Intellectual Property Rights in

Item number	Description	Clause Reference	Details
			Contract Material) is to apply
17.	Intellectual Property Rights - licences	13.2	NA
18.	Client Material	13	NA
19.	Intellectual Property Rights – licences	13	NA
20.	Moral Rights – Specified Acts	14	NA
21.	Additional insurance	19	NA
22.	Insurance quantum	19	NA
23.	Security	23	NA
24.	Costs of security clearances	23	NA
25.	Unforeseen events termination period	26.3	NA
26.	Address for Notices	29	<p><b>Govt. Agency:</b>  <i>[insert name and/or position of person to receive notices]</i>  <i>[insert postal address]</i>  <i>[insert physical address]</i>  <i>[insert facsimile number]</i></p> <p><b>Service provider :</b>  <i>[insert name and/or position of person to receive notices]</i>  <i>[insert postal address]</i>  <i>[insert physical address]</i>  <i>[insert facsimile number]</i></p>
27.	Jurisdiction	27	New Delhi, India

## Schedule 2 – Statement of Work

### **Schedule 3 – Payment**

*This should contain following:*

1. *Appendix II, Form 2 of Model RFP document*
2. *Deliverables and timelines 9.1*
3. *Payment schedule 10.1*
4. Liquidated Damage: In the event Of delay for causes attributable to the service provider, in meeting the deliverables, UIDAI shall be entitled at its option to recover from the service provider as agreed, liquidated damage, a sum of 0.5% of the contract value which suffered delay for each completed week or part thereof by which the deliverables have been delayed subject to a maximum of 5% of the contract value.



#### **Schedule 4 – Designated Confidential Information**

*Note: This Schedule should include each party s Confidential Information. The period of confidentiality should be specified for each item. If the parties agree that different items of information are to be confidential for different periods of time, the different periods should be recorded next to each item.*

**List                    the                    items                    covered                    under                    this:**

## **Schedule 5– Client Requirements**

*Note: Client to address particular requirements with which the Service provider must comply, for example, Client specific legislative requirements (including in relation to secrecy and confidentiality), specific Client policies and/or procedures and specific Commonwealth government policies*